

**LABOR - MANAGEMENT RELATIONS
AGREEMENT
BETWEEN
NEW ORLEANS DISTRICT,
U.S. ARMY CORPS OF ENGINEERS
AND
LOCAL 1124,
NATIONAL FEDERATION OF FEDERAL EMPLOYEES**

3 February 2020

Approved by the Department of Defense on February 3, 2020

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PREAMBLE

Pursuant to the policy set forth by Chapter 71 of Title 5, United States Code regarding Federal Labor-Management Relations, the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the New Orleans District, U.S. Army Corps of Engineers, hereinafter referred to as the Employer, and Local 1124 of the National Federation of Federal Employees, hereinafter referred to as the Union, for the employees in the unit, hereinafter referred to as the employees.

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

Whereas the participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer.

Whenever language in the Agreement refers to specific duties or responsibilities of supervisors, management officials or other specific individuals it is intended only to provide a guide as to how a situation may be handled. It is agreed that the employer retains the sole discretion to assign work and to determine which individuals will perform those duties. Now, therefore, the parties thereto, intending to be bound hereby agrees as follows:

ARTICLE 1

Exclusive Recognition and Coverage of Agreement

1.1 Certification of Representative. The parties recognize that negotiation and administration of all matters covered by this agreement and supplementary agreements are governed by Chapter 71 of Title 5, United States Code, and the provisions of applicable Federal rules and regulations. This recognition is based on the CERTIFICATION OF REPRESENTATIVE dated August 11, 1972 issued by Mr. Don Williams, Area Administrator, Labor-Management Services Administration, Department of Labor, New Orleans, Louisiana, and on the exclusive recognition granted by the Acting District Engineer to the President of Local 1124, National Federation of Federal Employees, (NFFE), by letter dated 15 August 1972.

1.2 Unit Definition. The unit to which this agreement is applicable is composed of all full time, part-time and TERM non-professional classification act (GS) and wage grade employees of the US Army Engineer District, New Orleans, Louisiana. EXCLUDED are: Professional employees, employees engaged in Federal personnel work other than in a purely clerical capacity, management officials, supervisors, temporary and casual employees, and employees in units currently having exclusive recognition.

ARTICLE 2

Definitions

2.1 The following definitions of terms used in this agreement shall apply:

- a. Agency. An Executive or Military Department as defined in Section 105 of Title 5, United States Code.
- b. Amendment/Supplement. A modification to the basic agreement to add, delete, or change portions, sections, or articles of the agreement.
- c. Appeal. A request by an employee for review of an agency action by an outside agency. The right to such review is provided by law or regulation and may include an adversary-type hearing and a written decision in which a finding of fact is made and applicable law, Executive Order, and regulations are applied.
- d. Authority. The Federal Labor Relations Authority established by Chapter 71 of Title 5, United States Code.
- e. Complaint. Except as used in the definition of grievance, complaint is intended to refer to EEO complaints or Inspector General Assistance Requests.
- f. Conditions of Employment. Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, excluding matters relating to political activities prohibited by Chapter 73 of Title 5, United States Code, matters relating to the classification of positions, and matters specifically provided for by Federal statute.
- g. Confidential Employee. An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor management relations. All Secretaries to Division Chiefs and Branch Chiefs are confidential employees.
- h. Employee/Employees. Individuals who are members of the recognized bargaining unit represented by Local 1124, NFFE.
- i. Established Policy. A written or unwritten practice that is a reasonably uniform response to a recurring situation over a substantial period of time which has been recognized by the parties.
- j. Formal Discussion. Generally, any meeting between one or more representatives of management and one or more employees in the unit or their representative that concerns a grievance or a personnel policy or practice or other general condition of employment and that has ramifications for collective bargaining unit employees.
- k. Grievance. Any complaint by the Union or by an employee concerning any matter relating to the employment of the employee; or any complaint by an employee, the Union or the Employer concerning the effect or interpretation or claim of breach of this agreement, or any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

l. Impact Bargaining. Bargaining which occurs during the life of a contract and which concerns the impact of a management's right decision upon employees in the unit. The decision itself (such as whether to have a reduction-in-force) is not negotiable, but the impact upon the employees is.

m. Impasse. A determination by either party in labor-management negotiations that no further progress can be made toward reaching an agreement.

n. Management Official. An individual employed by an agency in a position, the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency.

o. Negotiation. Bargaining by representatives of the Employer and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with the view toward arriving at an agreement.

p. Taxpayer Funded Time. For the purpose of contract administration, taxpayer funded time is defined as time occurring during the regular scheduled hours of work of the employee. Break periods are times for which the employee receives salary and are taxpayer funded time during which internal union business may not be conducted. Lunch periods for which the employee receives no salary are not taxpayer funded time, but are the employee's personal time during which internal union business may be conducted.

q. Person. An individual, the Union, or the Employer.

r. Supervisor. 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.

s. Union-Management Meetings. Meetings which are held for communications and exchange of views on matters of mutual interest.

t. Union Official. Any accredited National Representative of the Union, the duly elected officers of the Local, and Shop Stewards appointed in accordance with the provisions of this agreement.

ARTICLE 3

Governing Regulations

3.1 General. In the administration of all matters covered by this agreement, management officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in appropriate OPM regulations and guidance, the regulations of appropriate authority, by published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

ARTICLE 4

Rights and Obligations of the Employer

4.1 General Management Rights. Nothing in this agreement shall affect the authority of any management official to:

- a. Determine the mission, budget, organization, number of employees, and internal security practices of the agency.
- b. Hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.
- c. Assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
- d. Make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source.
- e. Take whatever actions may be necessary to carry out the agency mission during emergencies.

4.2 Notices of Policy or Regulation Change. Except in emergency situations, and prior to the implementation of any Employer initiated new or modified policy or regulation where implementation is subject to negotiation, the Employer will give advance notice to the Union.

4.3 Management's Principal Point of Contact. The highest ranking District Personnel Management Official or his or her designee is designated as the principal contact point with the Union. Such a designation does not relieve other management officials or supervisors of their responsibility for carrying out day-to-day dealings with the Union.

4.4 Notification of Emergency Situations. The Employer will notify the Union as early as possible regarding the nature and expected duration of emergencies when such emergencies involve temporary suspension of or exception to the provisions of this agreement.

4.5 Distribution of Contract Copies. The Employer will furnish 500 copies of this agreement and amendments or supplements thereto to the Union. In addition, any member of the bargaining unit will be provided an electronic copy of the agreement upon request to the highest-ranking District Personnel Management Official or his or her designee, during the term of this agreement. The Employer agrees to post a notice of the link to this agreement on each Official Bulletin Board.

4.6 Annual Notification to Employees. The Employer shall annually inform its employees of their rights under Section 7114(a)(2)(b) of Title 5, United States Code.

4.7 Prohibition of Coercion. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings or undertakings not related to their performance of official duties.

4.8 Lists of Non-Exempt Employees. Upon request of the union, but no more often than once each quarter, the Employer will provide a listing of all non-exempt bargaining unit FLSA employees. The list will contain the name, position title, pay plan, grade and organization of the employees. A telephone request from any Union Officer to the Employee Relations Specialist, Civilian Personnel Advisory Center (CPAC) or his or her designee will suffice for the purpose of obtaining such lists.

ARTICLE 5

Rights and Obligations of Employees

5.1 Freedom from Reprisal. Employees in the unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. This agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws and regulations, or from choosing his or her own representative. Nothing in this agreement shall abrogate 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. The Employer shall not discipline or otherwise discriminate against any employee because he/she has filed a complaint or appeal or given testimony under Chapter 75 of Title 5, United States Code, the grievance procedure in this agreement, or any other available procedure for addressing wrongs to an employee.

5.2 Private Life. An employee is accountable only for the performance of official duties and compliance with standards of conduct for Federal employees and Department of Army regulations. Within this context, the employer affirms the right of an employee to conduct his or her private life as he or she deems fit.

5.3 Outside Employment. Employees shall have the right to engage in outside employment of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation.

5.4 Grieve or Appeal. An employee affected by an adverse action under Section 7512 of Title 5, United States Code may at his or her option appeal the matter to the Merit Systems Protection Board (MSPB) under the appellate procedures of Section 7701 of Title 5, United States Code, or may grieve under the negotiated grievance procedure, but not both.

ARTICLE 6

Rights and Obligations of the Union

6.1 Recognition. The employer recognizes that the Union has exclusive right to represent all employees in the Unit in negotiations and in joint meetings with the Employer with regard to matters affecting the condition of employment. In this regard:

a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate collective bargaining agreements with the Union, and further agrees to negotiate with the Union regarding implementation of any new policy or change in policy affecting the employees or their conditions of employment.

b. The Union, in consonance with its right to represent and management's right to set policy, has a right to propose or recommend new policy, change in policy, or resolutions to problems. This right shall apply at all levels of management within New Orleans District and the Union, starting with the steward and first level supervisor. Representation shall occur at the lowest level management official and union official having responsibility and shall be the lowest level management official and union official having responsibility and authority to act. If either party, at the initial contact, feels resolution of a matter is outside its jurisdiction, the matter shall be referred immediately to the next higher level. When an agreement is reached, both Management and Union will assure uniform implementation of the agreement.

c. The Employer will recognize the duly elected Local officers, officials and representatives designated by the Union, including Stewards.

d. The Union will supply the Employer in writing, and maintain on a current basis, a list the Union officers, officials and stewards. The Union may post the list of Local officers, officials and/or area Stewards on official bulletin boards.

e. The Employer will recognize representatives of the NFFE National Office. The Union shall provide reasonable notice to the Employer of visits to be made by representatives of the National Office to the CPAC or Commander, and ten days' notice of visits to be made to operating units. With proper approval, authorized representatives of NFFE will be allowed to visit the installation at reasonable times on appropriate Union business, subject to advance notification.

6.2 Visits to Project Sites/Field Offices. Union representatives, other than stewards, will state the nature of business to be conducted and request permission from the Employee Relations Specialist (CPAC) or his or her designee to visit projects, field offices, shops, locks or yards during business hours, and will make their presence known to the appropriate supervisor or his or her representative. The Employee Relations Specialist (CPAC) or his or her designee will coordinate the visit with the appropriate supervisor of the area to be visited.

6.3 Solicitation of Membership and Membership Drives. Solicitation of membership, the collection of dues, or other internal business of the Union shall be conducted during the non-duty hours of the employees and solicitors concerned. The Union may conduct up to three (3) membership drives at the New Orleans District Reservation of up to fifteen (15) work days duration each, per calendar year, before and after duty hours and lunch periods.

6.4 Copies of Union Constitution and Bylaws. The Union shall furnish the Employer on a timely basis a copy of any approved changes relating to the Union's Constitution and Bylaws or to the statement of its objectives.

6.5 Reducing Waste. The Union agrees to assist the Employer in accomplishing maximum production, in reducing waste, and in stimulating participation in the Suggestion Program.

ARTICLE 7

Mutual Obligations

7.1 General. The Employer and Union agree to encourage employee self-development, to endeavor to improve employee satisfaction through communication and counseling in the Placement and Promotion

Program and the Incentive Awards Program, and to support the letter and intent of the law and any implementing government-wide rules or regulations.

7.2 Quarterly Meetings. A meeting between the Union and the District Engineer shall be held at least quarterly on an agreed upon schedule. Such meeting shall serve to provide the Employer and the Union an opportunity to develop an understanding of problems relating to the Labor-Management relations program.

a. Union participants will be the Union Local President or designated representative with any assigned by Union representatives of his choosing.

b. At least 5 working days prior to the date of the meeting, the Union President will submit to the Employer a list of proposed agenda items. At the same time, the Employer will submit to the Union President a similar list, in any, which the Employer wishes to discuss. If no agenda items are submitted by either party, no meeting will be held.

c. By mutual consent, special meetings may be called upon written notice of not less than 5 working days by either party to the agreement provided the notice states the subject matter to be discussed.

d. Matters appropriate for handling by shop stewards will not be discussed at these meetings, except when the steward has attempted to resolve the issue through organization channels without success.

7.3 Information Sessions. It is the obligation of both the Employer and the Union to conduct informative sessions relative to the effective administration of this agreement.

7.4 Unfair Labor Practice Complaints. In the interest of settling disputes in the least formal manner possible, the Employer and the Union agree to discuss the issue and nature of the complaint in a meeting between the President of Local 1124 and the highest ranking Civilian Personnel Advisory Center, Human Resources Official or their respective designee, and resolution of the complaint. However, any alternative dispute resolution attempts will not preclude the filing of an Unfair Labor Practice in accordance with applicable regulations.

ARTICLE 8

Union Representation

8.1 General. The Employer agrees to recognize the officers and stewards duly authorized by the Union, subject to the following condition: The number of stewards shall be the number reasonably required to assure each employee in the unit reasonable access to a steward.

8.2 Original Point of Contact. It is agreed that the original point of contact by the Union for discussion of an issue affecting the employee(s) shall be the lowest level supervisor having authority to act on the matter.

8.3 Rights, Responsibilities and Activities of Union Stewards. The Employer agrees that there will be no restraint, coercion or discrimination against officers and stewards because of the performance of these duties. Stewards shall neither use this assignment for matters outside the scope of this agreement nor solicit complaints or grievances from employees in the unit. Stewards will conduct their business with dispatch. Time used during the normal duty hours will be with the knowledge and approval of the appropriate supervisor. If a steward's use of regular working hours for consultation with employees or

the Employer interferes unduly with the proper performance of his official duties as an employee, the matter will be objectively discussed with him or her, or with other officers of the Union in order to find a satisfactory solution. No overtime will be paid for such representational duties.

8.4 Representation at Remote Sites. Employees at remote sites such as navigation locks, area offices and project offices shall be authorized use of District telephones to initiate requests for representation.

8.5 Representational Activities Away from Regular Duty Station. When by mutual agreement between the Employer and the Union, a steward from outside the New Orleans area is required to participate during working hours in grievances or negotiations away from his normal duty site, there shall be no reimbursement for travel related expenses.. Employees may be approved to take unpaid leave to perform representational activities.

ARTICLE 9

Taxpayer Funded Time for Representational Activities

9.1 Taxpayer Funded Time. Union officers and stewards may be granted taxpayer-funded union time, at a rate of up to one hour per bargaining unit employee each Fiscal Year for the purpose of conducting representational activities. The Employer will notify the Union of the importance of proper recording use of union time by quarterly e-mail.

9.2 Internal Union Business. Taxpayer funded time may not be used for conducting internal business of the union, including preparation for and management of membership drives, individual or group solicitation of membership, preparation for and management of union elections, management of the financial activities and process of the union, and preparation for and management of membership meetings. All such internal union business activities shall be performed only during the time the employee is in a non-duty status.

9.3 Documentation of Representational Activities. All use of taxpayer funded time for representational purposes shall be documented by the individual using the taxpayer funded time, and reported to the employer on a report form provided to the union by the employer and within time frames prescribed by that form. Failure to properly document use of taxpayer funded time may result in the absence from the work site being recorded as absence without leave until such time as proper documentation is provided.

ARTICLE 10

Union Use of Taxpayer Funded Time

10.1 Taxpayer Funded Union Time. With prior supervisory approval, union representatives may request and be granted reasonable amounts of taxpayer-funded union time under the provisions of 5 U.S.C. §7131(a) and (c). Provided that the union has not used and is not anticipated to use more hours of taxpayer-funded union time in the calendar year than the size of the bargaining unit (currently 500 employees), the union may be granted an additional pool of hours up to, but not to exceed, the size of the bargaining unit of such taxpayer funded union time under 5 U.S.C. §7131(d) for other representative purposes. Such time will be subject to prior supervisory approval provided the hours are determined to be reasonable, necessary, and in the public interest. No one representative may use more than one-quarter of this total pool of hours. If taxpayer funded union time used for representational purposes under 5 U.S.C. 7131(a) and (c), is anticipated to exceed the number of bargaining unit employees for the calendar year, no 5 U.S.C. §7131(d) may be granted. When the amount of taxpayer-funded union time

reaches the 90% mark of the bargaining unit size, the parties will meet to review the usage in an effort to determine the root causes for those hours and work collectively to eliminate those causes and no further 5 U.S.C 7131(d) will be granted.

10.2 Union officials may request annual leave and/or leave without pay to assist employees in filing grievances under the negotiated grievance procedures or may do so during non-duty time. Any travel or other expenses associate with performing representational duties will be the responsibility of the union.

ARTICLE 11

Negotiated Grievance Procedure

11.1 General. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision. A meeting may be held at any time to attempt to resolve disputes at every stage of the process by the parties to the dispute.

11.2 Grievance System. Grievances under this agreement will follow the rules, guidelines and procedures of the Administrative Grievance process, and to support the letter and intent of the law and any other implementing government-wide rules or regulations except that:

a. An additional step (Arbitration) is available to the Union. If upon completion of the administrative grievance process, the grievant is not satisfied with the decision of the Commander/Deputy, the grievant may request that the Union take the matter to arbitration. If the Union decides to grant the employee's request, the Union must notify the Commander in writing, within 15 days of the employee's receipt of the Commander's/Deputy's decision, of its intent to refer the matter to arbitration in accordance with procedures contained in Article 12 of this agreement.

b. For the Union, "grievance" means any complaint by any employee concerning any matter relating to the employment of the employee, or any complaint by the Union concerning any matter relating to the employment of any employee, or any complaint by any employee or the Union concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement, or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

11.3 Union Approval of Representatives. A grievance may be undertaken by the Employer, the Union, an employee, or a group of employees. Only the Union or representative approved by the union may represent employees in such grievances. However, any employee or group of employees may personally present a grievance without representation by the Union, provided the Union has the right to be present at formal discussions and during the grievance proceedings. It is incumbent on the employee and/or group of employees to inform the Union when they are undertaking a grievance on their own, or using a representative who has not been appointed by the Union. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraint, coercion, discrimination or reprisal.

11.4 Group Grievances. When a group of employees have an identical grievance, it will be considered as a single grievance, provided all parties agree. Any one employee in the group, if he/she is not satisfied with the decision, has full right to appeal the decision to succeeding steps as provided in this article. If the decision is favorable, the benefits will be applied to all employees affected by that decision.

11.5 Use of Taxpayer-Funded Time. Employee representatives may request annual leave and/or leave without pay for the purpose of preparing and presenting the grievance at each step in the procedure. Employees may be given up to a maximum of one (1) hour of taxpayer-funded union time for preparing and presenting the grievance at each step in the procedure. Employees must request this time from their supervisor, in writing, in advance.

11.6 Grievable Issues. When the parties fail to agree as to whether a grievance is subject to the negotiated grievance procedure, the question will be referred to an arbitrator for resolution.

ARTICLE 12

Arbitration

12.1 Requesting Arbitration. If arbitration is desired by either party, the request will be made to the other party in writing and must be signed by the Union President or the District Engineer or their designee.

12.2 Process. Within fifteen (15) workdays after notification that the services of an arbitrator are desired, and if the parties cannot agree upon a person to serve as arbitrator, the Employer and the Union shall jointly request the American Arbitration Association to submit a list of five impartial persons qualified to act as arbitrator. The parties shall meet within fifteen (15) workdays after receipt of such list and attempt to agree upon one of the listed arbitrators, the Employer and the Union shall strike one name in turn from the list; the name remaining after the both parties have struck two shall be the nominee. The Union will have the first strike.

12.3 Fees and Expenses. The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union. Travel and per diem shall not exceed the maximum rate payable to Department of Defense employees under Volume 2 of the Joint Travel Regulation. The Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

12.4 Transcripts. If both parties mutually desire a verbatim transcript of an arbitration hearing or of any oral deposition related thereto, the costs of said verbatim transcript shall be borne equally by both parties.

12.5 Time and Location of Hearings. The Arbitrator's hearing will be held, if possible, on the Employer's premises during regular day shift hours of the basic workweek. In the event arbitration hearings are held in facilities not under the administrative control of the Employer, the cost of such facilities shall be borne equally by the Employer and the Union. Shift employees who are participants in the hearing and on a scheduled shift other than the day shift, will be temporarily placed on the day shift for the duration of the arbitration.

12.6 Arbitration Decisions. The arbitrator will be requested by the parties to render his decision as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearings unless the parties otherwise agree. The arbitrator shall submit a copy of his decision to the Union and the Employer. The arbitrator's decision shall be binding on all parties, subject to the right of either party to file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

ARTICLE 13

Merit Promotion

13.1 General. This article applies only to assignments and promotions to positions in the Unit and to the procedure to be used in effecting such actions. Merit promotion is one method used by management in filling a vacancy, but other means may be properly utilized. Personnel actions covered by this article must be made without discrimination for reasons such as race, color, religion, sex, national origin, politics, marital status, non-disqualifying physical handicap, age, membership or non-membership in the Union, favoritism, nepotism, or other non-merit factors.

13.2 Compliance with Merit Promotion Program. The filling of all positions at this installation will be in compliance with the law and any implementing government-wide rules or regulations. All employees should prepare themselves for promotional opportunity by taking part in educational and self-development activities that will enhance opportunities for advancement. Assistance will be provided through the employee's supervisor, the District's Civilian Personnel Advisory Center, and through group counseling sessions.

13.3 Distribution of Vacancy Announcements. Published vacancy announcements will be appropriately publicized to insure that all eligible employees have access and the opportunity to participate in the merit promotion and placement program.

13.4 Negotiation Required for New Merit Promotion Plan. The Employer agrees to negotiate with the Union in the development of new and improved promotion plans for all employees assigned to the unit.

13.5 Notification to "Not Qualified" Employees. Employees not qualified for promotion will be advised that they fail to meet the standard. Employees will be free to consult with the Civilian Personnel Advisory Center regarding their qualifications for promotion.

13.6 Written Tests. Written tests may be used for ranking and rating purposes only when they have been approved for such use by the Office of Personnel Management and the Department of Army.

ARTICLE 14

Upward Mobility

14.1 General. To the degree consistent with workload requirements and with the availability of funds, spaces, and realistic opportunities for advancement within identified needs of the District, Management will establish and support training programs designed to provide a maximum opportunity for all unit members. This program will be directed at facilitating the full use of underutilized employees and the development of lower level employees with potential for higher-level duties.

14.2 Examples of Upward Mobility Activities.

a. The identification of career ladders and the formulation of career development plans for interested employees which will further develop and lead to possible advancement both within and across occupational lines.

b. Career counseling (both within and outside supervisory channels) for the purpose of:

(1) Identifying employees with the potential and desire to advance,

(2) Encouraging and assisting employees in planning and achieving occupational, training, educational, and career goals as they relate to the needs of the individual, the District, and the Federal service, and

(3) Informing employees of specific job and developmental opportunities available.

c. Consideration of job redesign and restructuring of jobs to higher or lower grade/qualification levels which will create opportunities for advancement within an occupation and/or permit employees to cross over to jobs for which they may be only minimally qualified, but from which, with appropriate training and experience, they could advance to higher grade levels.

d. Support of formal training and educational activities which take into consideration employee aspirations and potential and present or anticipated career opportunities and which are designed to: help employees qualify for related advancement and improve long-range potential, and enhance and improve job performance in present and future positions.

e. Employee utilization/placement studies to insure continued proper placement and full utilization of employees to provide opportunities for employees to acquire new skills needed for advancement.

14.3 Upward Mobility Selection Procedures. Selection for Upward Mobility opportunities will be made under the competitive merit procedures established in the Merit Promotion and Placement Program and to support the letter and intent of the law and any implementing government-wide rules or regulations. Upward Mobility opportunities developed by Management will be publicized so that all employees are made aware of them and given the opportunity to apply for consideration. Employees will discuss their career goals and aspirations with their supervisors. Supervisors will identify employee training and education needs with their employees and will consider their needs and the needs of the District in conjunction with the Annual Training Program and to support the letter and intent of the law and any implementing government-wide rules or regulations and will develop proposals designed to meet identified needs.

ARTICLE 15

Detail of Employees

15.1 General. When it becomes apparent that a Detail to a higher graded position will be required for longer than thirty (30) days and that the detailed employee will fully assume all of the duties and responsibilities of the higher graded position, the Employer will seriously consider placing the employee on Temporary Promotion instead of Detail.

ARTICLE 16

Training

16.1 General. Formal training related to the performance of official duties will be made available to members of the unit in accordance with the needs of the District, the requirements of current regulations governing training, and the availability of training funds. It shall be the policy of Management to provide training to employees, to assure a high level of competence. The union agrees to provide suggestions for inclusion in the annual training plan. Suggestions for inclusion in the annual training plan will be submitted in writing to the highest-ranking District Personnel Management Official or his or her designee.

16.2 Employee Proposed Training. Employees who so desire may submit written proposals on their training needs to their supervisor.

16.3 Union Responsibilities Regarding Training. The Union will encourage unit members interested in training and development opportunities to:

- a. Communicate such interests to their supervisors.
- b. Demonstrate their attitude, ability, and potential through on-the-job performance of their assigned duties.
- c. Persevere in all training, development, and educational activities undertaken so that maximum benefit to themselves and to the District is derived.
- d. When appropriate, express a willingness to relocate to other geographic areas when utilization of skills, knowledge, and training acquired under the program can be achieved only by such relocation.
- e. Understand that neither selection for training nor actual accomplishment of training constitutes a guarantee of promotion to a higher grade at the District or elsewhere. Promotion to a higher grade is necessarily contingent upon the existence of a vacant position, need for a position as a higher grade, and compliance with Merit Promotion procedures; i.e. being among the best qualified.

16.4 Management Responsibilities Regarding Training. Management will:

- a. Identify the training and education needs and interests of employees and guide employees in formulating career development plans which can be realistically achieved.
- b. Evaluate individual development plans (IDP's) and progress at least annually at the time of the annual performance rating and provide counsel and guidance as appropriate.
- c. When, as a result of career development plans, an employee is selected for placement in another organization or occupation, management will assure appropriate coordination of the position change.
- d. Encourage employees to avail themselves to those educational/training opportunities which are related to the District's needs and those which are related to realistic advancement opportunities.
- e. Endeavor to achieve full utilization of the existing skills, abilities, and interests of employees.
- f. If training funds are available, Management will ensure a program consistent with Article 16.1 above, and that special attention is paid to unit members.

ARTICLE 17

Equal Employment Opportunity and Nondiscrimination

17.1 General. The Employer and the Union agree to cooperate in continuing to provide equal opportunity for all employees in the unit of recognition to prohibit discrimination against them because of age, sex, race, creed, marital status, physical handicap, lawful political affiliation, color, national

origin, or other non-merit factors, and to promote the full realization of equal employment opportunity for them through a positive and continuing effort.

17.2 Identification of Problems. Through procedures established for Employer-Union cooperation, each party agrees to advise the other of any existing equal employment opportunity problems in the unit of recognition of which they are aware. The Employer and the Union agree to jointly seek solutions to such problems.

17.3 Information to Union. The Employer agrees to provide the Union, upon request, a copy of the district EEO Plan of Action and a copy of the EEO Complaint Procedures.

ARTICLE 18

Safety and Health

18.1 General. The Employer shall make every effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage employees of the unit to work in a safe manner. All employees are responsible for prompt reporting of observed unsafe conditions.

18.2 Protective Equipment and Clothing. The Employer agrees to furnish employees of the unit such protective equipment and clothing as required or as authorized by applicable regulation which the Employer considers necessary for the protection of employees. The Union agrees that employees in the unit are responsible for the proper use, safeguarding, and maintaining in proper condition any such equipment issued to them. The Union agrees with the policy that appropriate disciplinary action should be taken where employees fail to use protective clothing and equipment or commit other acts jeopardizing the safety of the individual or his/her coworkers.

18.3 Foot, Eye and Head Protection. The Employer agrees to furnish foot, eye and head protection, including prescription lenses, from a source of the Employer's choice, to those employees deemed necessary by the Safety Officer, or his or her designee.

18.4 Rain Gear. The Employer shall furnish rain gear to employees assigned to work in open areas.

18.5 Pay on Day of Injury. An employee injured in the performance of his official duties will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment to the extent that the time falls within his prescribed hours of work for that day.

18.6 Reporting Injuries. Supervisors have the responsibility for reporting an injury in accordance with governing rules and regulations. Employees injured in the line of duty are required to give immediate supervisors written notice of injury as soon as they are able to do so.

18.7 Steward Reports of Unsafe Practices or Conditions. Each steward may, whenever he/she feels it necessary, prepare a written safety report which may be submitted directly to the Safety Officer and, upon request, will be guaranteed anonymity. The report may include a list of unsafe practices, or conditions that exist in their area of responsibility, what attempts at resolution were made with the immediate supervisor, and proposals for corrective action. The Safety Officer, or his or her designee, will determine the corrective action to be taken, if any.

18.8 Inspection of Field Sites. A representative of the Safety Office will visit each manned permanently located facility at least annually. A Union representative will be given the opportunity to accompany the

inspector during the physical inspection of work sites. When an “imminent danger” situation is discovered, the supervisor and activity head will be notified as soon as possible.

18.9 Safety Meetings. Safety meetings will be conducted in accordance with current Corps of Engineers regulations.

18.10 Freedom from Reprisal. No reprisal action will be taken as a result of an employee reporting an unsafe practice or condition.

ARTICLE 19

Reduction-in-Force

19.1 General. The Employer and the Union jointly recognize the desirability of maintaining employment stability. It is also recognized that occasions may arise where adjustment of the work force may be necessary through such means as reduction-in-force (RIF).

19.2 RIF Defined. A RIF is the separation of an employee from his or her competitive level by separation, demotion, furlough for more than 30 calendar days, or reassignment, requiring displacement of another employee when lack of work or funds, reorganization, reclassification due to change in duties, or the need to place a person exercising reemployment or restoration rights requires the Employer to release the employee(s).

19.3 Notice to the Union. Prior to official notification of employees, and at the earliest possible date, the Union will be informed of any pending RIF. This notice, in writing, will include the reasons for the RIF, the approximate number and types of positions affected, the approximate date of the action, and an invitation to the Union to a meeting conducted by the Employer to explain the RIF procedure and answer any questions. Any documents containing information protected by the Privacy Act of 1974 and/or 5 C.F.R. Part 297 cannot be released to employees or the union or may be released after such information has first been sanitized.

19.4 RIF Avoidance. The Employer will attempt to minimize adverse actions by using, to the extent feasible, attrition to accomplish necessary reductions. All reductions will comply with applicable law, regulations, and this agreement.

19.5 Advance Notice to Employees. The Employer agrees to provide affected employees as much advanced notice of a RIF as is administratively feasible, but in no case will such notice be less than 30 days. All such notices shall contain the information required by Office of Personnel Management (OPM) regulations. A 60-day notice period will be issued to employees prior to the effective date of the reduction.

19.6 RIF Appeal Rights. Employees may appeal their specific notice of RIF in accordance with OPM regulations. The Employer will issue a RIF letter which will contain the employee’s appeal rights.

19.7 Review of Retention Registers. The Union and any employees receiving a RIF notice shall have the right to review retention lists pertaining to all positions for which the affected employee is qualified. All documents containing This includes the retention register for the affected employee’s competitive level and those for other positions for which the employee believes he/she is qualified, down to and including those in the same or equivalent grade as the position offered by the Employer. If no positions are

offered, this includes all positions equal to or below the grade level of the affected employee's current position. Affected employees shall have the right to request the assistance of the Union.

19.8 Minimum Time to Accept/Reject RIF Offers. Affected employees shall have a minimum of 5 workdays in which to accept or reject an offer or another position.

ARTICLE 20

Contracting Out of Work

20.1 Notice to the Union. It shall be the policy of the Employer to openly and fully advise the Union regarding any proposed contracting out of a new or revised function, and to form a partnership with the Union in working toward reduction of adverse impact on the work force.

20.2 Information about Contracting Procedures. The Employer agrees to keep the Union informed in matters pertaining to contracting out in accordance with the procedures of Office and Management Budget (OMB) Circular A-76, or otherwise as provided by law.

20.3 Draft Performance Work Statements. The Union shall be furnished a copy of each draft A-76 Performance Work Statement (PWS) and provided opportunity to comment.

20.4 A-76 Briefings. The Union shall have the right to attend briefings of employees affected by the A-76 process.

20.5 After Action Reports. Management will provide the Union one copy of any A-76 After Action Report requested by the Union. Union requests for After Action Reports will be addressed to the Chief, Resource Management Office.

ARTICLE 21

Hours of Work

21.1 Basic Workweek. The basic workweek is 40 hours and shall consist of 5 8-hour days within a 7-day administrative workweek. Normally, this will consist of 5 consecutive workdays with 2 consecutive days off.

21.2 Tours of Duty. Tour of duty is defined as the days within an administrative workweek, published in advance, during which the employee is required to perform service.

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

21.4 Changes in Tours of Duty. Changes in the prescribed regular tour of duty for specified individuals, special groups of employees, or for the installation may be scheduled by the Employer in those cases where the regular tour of duty would seriously handicap the performance of work or would result in substantially increased costs. Tours of duty will be established or changed in accordance with Department of Army and Office of Personnel Management regulations. The Employer reserves the right to make emergency changes in tours of duty at any time.

21.5 Employee Preparedness for Duty. Each employee will be at his/her work site attired for work in clothing appropriate for the job to be accomplished and prepared to begin his/her duties at the designated starting time. A rest period not to exceed 15 minutes absence from the work site may be provided to each employee during each 4 hours of continuous work. Such rest periods will be taken consistent with work requirements.

21.6 Personal Clean Up. The Employer will provide a reasonable amount of time consistent with the nature of the work performed for personal cleanup prior to lunch and at the end of the workday.

21.7 Alternate Work Schedules. The Employer agrees to negotiate with the Union in the development of a new or a change in work hours, such as flextime or compressed workweek, and agrees to consider Union proposals regarding Alternative Work Schedules.

21.8 Conversion to Part Time. Employees who, for personal reasons, wish to convert to a Permanent Part Time work schedule in their present position shall have the right to submit a written proposal through their chain of command to their Division/Office Chief requesting approval of a part-time schedule. The Employer agrees to give serious consideration to all such proposals.

ARTICLE 22

Overtime

22.1 General. Overtime assignments shall be made, as the needs of the work require. The Employer agrees to maintain official records of overtime worked and to make such information available to the Union upon request. The Employer shall give as much advance notice as circumstances permit when assigning employees to work overtime.

22.2 Two Hour Rule. Except for wage grade employees provided Government quarters aboard floating plants or in Government quarters in close proximity to the work site, an employee who has left the work site or reservation upon completion of his/her tour of duty and is then called back to work on the same day, shall receive not less than 2 hours compensation at the applicable overtime rates.

22.3 Mandatory Comp Time Prohibition. Wage Grade System employees shall not be required to take time off during regular shift hours in their regular workweek in order to compensate or offset overtime hours worked.

22.4 Obligation of the Employer. The Employer shall consider such circumstances as the conditions of the employee's health and other personal problems when assigning an employee to work overtime.

ARTICLE 23

Travel and Per Diem

23.1 General. Pay while traveling and per diem will be paid in accordance with appropriate Office of Personnel Management guidance and Volume 2 of the Joint Travel Regulations, respectively.

23.2 Written Explanation. When requested in writing by the employee, a written explanation will be furnished showing the necessity for travel during other than normal duty hours, when such travel is not compensable as overtime.

23.3 Credit Card Program. Unit members who are required to travel in the performance of official business shall be authorized full participation in the District's Citibank Credit Card Program, and will be granted all rights, privileges and responsibilities associated with that program. The Union agrees to join with the District in encouraging employees to use their American Express Credit Card in accordance with the contract agreement entered into with American Express upon issuance of the card.

ARTICLE 24

Holidays

24.1 Selection for Holiday Work. Insofar as practical, selection for holiday work in the organizational unit concerned shall be made by the Employer from among qualified employees who volunteer for such work. In the case of no volunteers, the accomplishment of the Employer's mission will take precedence over other considerations in the selection of qualified employees to do the work. When an insufficient number of qualified employees volunteer, selection for work on holidays will be rotational among employees within each skill.

ARTICLE 25

Environmental and Hazardous Differential Pay

25.1 General. The payment of environmental differentials to qualified employees will be governed by the provisions of appropriate Office of Personnel Management guidance and Federal law and regulation.

25.2 Adding Work Situations. The Union may request that the Employer add local work situations to existing recognized environmental categories.

ARTICLE 26

Worker's Compensation

26.1 General. Reporting, treatment and compensation of job related injuries and occupational disease will be handled in accordance with the provisions of the Federal Employee's Compensation Act (FECA), Department of Labor Regulations. The Employer will assure current reporting procedures are published or made available to employees.

ARTICLE 27

Position Classification

27.1 Accurate Job Descriptions. The Employer agrees that employees are entitled to job descriptions which accurately describe the actual duties assigned and are constructed in accordance with OPM regulation. The employer will publish an article on procedures for filing position classification appeals annually in the Information Bulletin.

27.2 Inappropriate Incidental Duties. Supervisors will make an effort to avoid assigning to employees incidental duties which are inappropriate to their positions and qualifications. If an employee believes that the Employer has committed abuse of discretion, the employee may file a grievance under the grievance procedure in this contract.

27.3 Review of Job Descriptions. Any employee in the unit who feels that he/she is performing duties outside the scope of the position description or that the position is inaccurately described or classified may request, through the immediate supervisor, that the position description be reviewed. The supervisor will initiate a request for a change in job description at any time there is reasonable basis for such request. However, no request for review without substantial change in an individual job will be submitted within 3 months of a scheduled classification survey or until 6 months have lapsed after completion of such a survey.

27.4 Protection of Employee Rights. The employee's vested right to full information concerning the classification of his/her job shall not be abridged in any manner by a management official. The employee's right to take any lawful action in regard to job description and/or classification without fear of restraint, prejudice, or reprisal shall be protected by the Employer.

27.5 Copies of Job Descriptions. Employees will be furnished replacement copies of their position description upon request to the Civilian Personnel Advisory Center. Union officials will be permitted to review the master position description on file in the Civilian Personnel Advisory Center.

ARTICLE 28

Locality Wage Surveys

28.1 Notice of Surveys. The Employer will advise the Union of the Federal Wage System survey for the New Orleans District Wage Areas upon publication of a schedule by Department of Defense or other appropriate authority.

28.2 Notice of Hearings. The Employer will advise the Union of the dates and locations of hearings scheduled by the Local Wage Survey Committee prior to the conducting of a full-scale survey.

ARTICLE 29

Annual Leave

29.1 General. The Employer agrees to maintain a reasonable leave policy. Whenever possible, vacation leave may be scheduled so that employees will be permitted at least 2 consecutive weeks of annual leave during each calendar year. The supervisor will make every effort, consistent with work requirements, to assure that an employee will not lose annual leave. The supervisor will endeavor to afford each employee leave at the time the employee considers convenient and desirable. Should the supervisor deem it necessary to cancel previously approved leave, he/she will inform the employee of the reasons, in writing when the request was in writing, for such action as soon as the requirement for such cancellation is known.

29.2 Emergency Rescheduling. When personal emergency circumstances conflict with leave plans, an employee may, with concurrence of his supervisor, cancel and/or reschedule previously approved leave.

29.3 Prior Approval. Use of annual is subject to prior approval of the appropriate supervisor. Although retroactive approval may be granted when circumstances warrant, failure to secure prior approval may result in the period being charged to absence without leave (AWOL) during which the employee receives no pay. Unforeseen circumstances of a personal nature may prohibit an employee from requesting and obtaining prior approval of his/her absence. In such cases, the employee is responsible for notifying

his/her supervisor within a time span consistent with the nature and degree of the emergency. Subsequent approval of annual leave for such an absence is a supervisory discretion.

29.4 Cooperation in Leave Management. The Union recognizes that at times work conditions may necessitate curtailment of leave and at other times require use of leave. During such periods, the cooperation of affected employees shall be encouraged by the Union in the best interest of the Employer.

ARTICLE 30

Sick Leave

30.1 General. Sick leave will be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury or other reasons provided by sick leave regulations. For an absence in excess of 3 workdays, or for a lesser period when determined necessary, the agency may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in 630.401(a). Absences in excess of 3 consecutive working days are required to be supported by medical certificates or other administratively acceptable evidence. When an employee requires use of sick leave, he/she will notify his/her supervisor by telephone or other means generally within 2 hours of the start of the first day of absence.

30.2 Insurance Value of Sick Leave. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of illness.

30.3 Leave Restriction Procedures. Medical certificates may be required; regardless of duration, in individual cases where there is reason to believe that the sick leave privilege is being abused. The individual employee will be counseled and notified in writing of managements concern regarding leave abuse. The individual will be advised in writing that he will be placed on leave restrictions for a specific duration with a specified review. The individual shall be allowed to request to be taken off leave restriction.

ARTICLE 31

Other Leave

31.1 General. Excused absence other than annual and sick leave will be charged as provided in applicable regulations.

31.2 Absentee Voting. Where absentee voting is not permitted or where registration cannot be accomplished during non-duty hours for reasons beyond the control of the employees, the Employer agrees to excuse employees who desire to register or vote a reasonable period not in excess of 1 workday without charge to leave provided such excused time will not seriously interfere with operations. Further guidance and details concerning the policy to be observed in voting and registration are contained in Federal regulations and implementing publications of the Department of Defense, Department of Army, and the Employer.

31.3 LWOP for National Office. Employee representatives elected or appointed to a Union Office at national level may apply for leave without pay to accept such temporary Union position. The Employer agrees to give valid consideration to the request in accordance with regulations in effect at that time. If granted, all job protection rights and benefits authorized in governing regulations will prevail.

31.4 Mutually Beneficial Training. An employee who is an official or representative of the Union may request annual leave or leave without pay in conjunction with attendance at a training session sponsored by that organization provided the subject matter of such training is of mutual concern to the district and the employee in his/her capacity as an organization representative, and the District's interest will be served by the employee's attendance. Application for annual leave or leave without pay will be forwarded through supervisory channels, to the highest ranking District Personnel Management Official or his or her designee. The Personnel Official will make a determination whether the subject matter of the training is appropriate and of mutual interest and also maintain leave usage records of this nature.

31.5 Court Leave. Court leave will be administered in accordance with existing directives. The Employer will publish an annual article in the District's Information Bulletin regarding return to duty procedures during periods of court leave.

31.6 LWOP. Employees may be granted leave of absence without pay in accordance with applicable regulations provided the Employer determines that their services can be spared from their work. Employees on such leave will be entitled to return to a job of like status, pay and seniority within the limitations prescribed in governing regulations.

31.7 Leave Donation Program. A leave donation program shall be maintained for all employees of the New Orleans District.

31.8 Dismissal for Inclement Weather. Upon development of serious inclement weather conditions within the District's geographic area, the Union President shall have the right to contact the Commander by telephone or in person for the purpose of providing Union recommendations with respect to closure of all or part of the District and dismissal of employees.

ARTICLE 32

Incentive Awards

32.1 Recommendations by Unit Members. Any bargaining unit member may recommend another District employee for an incentive award. Information and appropriate procedures for doing this will be published and distributed in the District.

32.2 Information to Union. The Employer will provide the Union a copy of the quarterly awards report prepared by the Employer.

ARTICLE 33

Suggestion Program

33.1 General. The Union shall be provided a copy of the quarterly suggestion program report. The Employer shall reply to all suggestions with a come-back letter within ten (10) working days of receipt of a suggestion and give the employee a quarterly status report on suggestions submitted by the employee until such time as the decision is reached. Upon request, the employee will be afforded the opportunity to review his or her suggestion file.

ARTICLE 34

Official Personnel Folder

34.1 Review by Employees. The Employer agrees that employees have the right to periodically review their official personnel folders. The Employer and the Union agree to encourage employees to insure that their official personnel folders reflect as fully as possible the employees' training, experience, and qualifications. The Employer and the Union will publish articles in their information bulletins/newsletters advising employees to review their OPF's annually.

ARTICLE 35

Orientation of New Employees

35.1 General. New employees covered by the bargaining unit, as part of their orientation, will be advised of their unrestrained right to join the Union, that the Union has exclusive recognition to represent employees of the unit, and of the existence and purpose of this agreement. The Employer agrees, as part of the initial orientation of newly hired employees who are covered by the bargaining unit, to furnish the employee an information sheet which has been approved by the Union and which provides the information identified in this Article. The Union shall have the right to make a presentation at any new employee group orientations with the understanding that taxpayer-funded union time can only be used if the union has not reached or exceeded an amount of taxpayer-funded union time equal to or greater than 90% of the size of the bargaining unit. Otherwise, annual leave or leave without pay will need to be requested in order to make the presentation.

ARTICLE 36

Zero Tolerance Policy on Threats and Violence in the Workplace

36.1 Union Participation. The Union President or Vice President or designee shall be invited to participate in meetings in which representatives of the Civilian Personnel Advisory Center, Safety/Security Office, and/or Office of Counsel hold to address acts of violence or threats of violence involving members of the Unit. The Union shall have the right to participate with the understanding that taxpayer-funded union time can only be used if the union has not reached or exceeded an amount of taxpayer-funded union time equal to or greater than 90% of the size of the bargaining unit. Otherwise, annual leave or leave without pay will need to be requested in order to participate.

ARTICLE 37

Employee Assistance Program

37.1 Employer Responsibility. The Employer recognizes that behavioral problems related to alcohol and/or drug abuse of an employee may interfere with an employee's job performance. Employees who admit to having such a problem shall have the opportunity to be referred for treatment and/or therapy.

37.2 Employee Responsibility. If an employee believes he/she has a substance abuse or emotional problem, he/she should contact a management official, a Union representative, or a member of the Occupational Health Office. The Occupational Health Office will annually publish an e-mail article elaborating on the Employee Assistance Program.

ARTICLE 38

Drug Testing

38.1 Drug Testing. The New Orleans District fully participates in the Army's Drug-Free Federal Workforce Civilian Drug Testing Program. All drug testing will be done in accordance with applicable regulations. The Civilian Personnel Advisory Center will publish an annual notice informing all employees of the procedures of the drug-testing program. The agency contact for the program is the Drug Testing Coordinator, Safety and Occupational Health Office.

ARTICLE 39

Performance Counseling

39.1 General. Supervisors should meet with employees at least once (mid-point) during the rating cycle to discuss the status of the employee's performance. All counseling sessions regarding an employee's performance will be documented and initialed by both the supervisor and the employee. Signature does not denote concurrence/agreement, but that the counseling has taken place. Employees may request and are encouraged to request a meeting with their supervisor at any time during the rating period to discuss their performance.

39.2 Supervisor's Role. If a new supervisor takes over during the course of an employee's rating period, the departing supervisor will be asked to provide documentation for the new supervisor, which supports what he/she has counseled the employee on during their tenure as supervisor.

39.3 Performance Information. The information provided will allow the new supervisor an opportunity to review all information and determine if the employee is in compliance with current standards or if a different expectation is required under the new supervisor's tenure. These requirements will allow employees to understand their stance during the rating period and counseling session as well as afford the employee an opportunity for improvement, if necessary.

ARTICLE 40

Disciplinary Actions

40.1 General. Disciplinary actions will be taken in accordance with applicable regulations. It is the policy of the Employer that disciplinary actions under 5 USC 7503 and 7513 must not be arbitrary or capricious. The penalty selected must not be clearly excessive in relation to the offense and to prior practice, and must not otherwise be unreasonable.

40.2 Forms of Discipline. It is agreed and understood that an employee may be formally disciplined by being reprimanded in writing, suspended from duty, and/or removed from his or her position by reassignment, change to lower grade or separation from the Federal service. The Employer agrees that letters of reprimand will be withdrawn from the employee's official personnel folder upon expiration of the period specified in the communication or upon employee's separation from the rolls, whichever is earlier. The preferment of more than one penalty for a single instance of misconduct is prohibited. It is

understood that in this context, a “penalty” may consist of two actions, such as a suspension and a reassignment.

40.3 Appropriate Investigation of Issues. It is agreed that a thorough investigation will bring the issue into sharp focus, afford the employee an opportunity to explain his/her position, and may possibly eliminate any necessity for initiating formal disciplinary action. Disciplinary action will only be taken for just cause.

40.4 Union Presence at Examination of Employee. The Employer agrees that a Union representative will be given the opportunity to be present at any examination of an employee by a representative of the agency in connection with an investigation if:

a. The employee believes that the examination may result in disciplinary action against the employee and:

b. Once an employee requests representation, management may consider all options, including granting the request, to the extent that in doing so any reasonable delay to allow for a representative does not impede the investigation. In this situation, the agency is not required to unreasonably delay an investigation in order to accommodate the employee’s request for representation.

40.5 Oral Admonitions and Letters of Warning. Oral admonitions and official letters of warning will be initiated by the employee’s supervisor or other appropriate authority. However, neither will be made a matter of record in the employee’s Official Personnel Folder (OPF).

40.6 Letters of Reprimand. A letter of reprimand may be grieved in accordance with the negotiated grievance procedure. Letters of reprimand may be removed from the employee’s OPF after six (6) months based on supervisor/employee discussions. Either the supervisor or the employee may notify the Civilian Personnel Advisory Center of the supervisor’s decision to remove the letter of reprimand from the employee’s OPF.

40.7 Suspensions of 1 - 14 Days. In cases of disciplinary actions involving suspensions of one day to fourteen days, the suspension will be not effected prior to 15 workdays from the date the Letter of Decision is received by the employee.

ARTICLE 41

Voluntary Allotments for Payment of Union Dues

41.1 General. Union dues are the regular, periodic amounts required to maintain an employee in good standing in the Union. Initiation fees, back dues, fines or assessments are not considered dues.

41.2 Dues Withholding. The Employer shall deduct Union dues from the pay of employees in the unit when all of the following conditions have been met:

- a. The employee is a member in good standing in the Union.
- b. The employee’s earnings during any pay period are sufficient to cover the amount of the allotment.
- c. The employee has voluntarily authorized such a deduction on a Standard Form (SF) 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employees Organization

Dues and the completed SF 1187 had been received by the Resource Management Office, Finance and Accounting Branch, Customer Service Representative.

41.3 Union Responsibility. The Union shall be responsible for procuring the SF 1187, distributing same to its members, certifying the current amount of its Union dues per biweekly pay period to the highest ranking District Personnel Management Official or his or her designee, educating its members on the program for allotments for payment of dues, assuring that allotments on the part of its members are voluntary, and informing its members of the use and availability of SF 1187 and the conditions governing revocation of allotments.

41.4 Annual Notice to Workforce. The Employer shall place an annual article in the District Information Bulletin apprising employees of the following:

- a. An arrangement has been made with the Union for voluntary allotments for payment of dues.
- b. Allotments, which may be submitted at any time, are entirely voluntary on the part of employees who are members of the unit and will take effect during the pay period after the appropriate form, properly completed and signed, has been received in the Payroll Office.
- c. Forms to be used in making voluntary allotments for payment of dues must be secured from the Union and forwarded to the highest-ranking District Personnel Management Official or his or her designee by the Union.
- d. An employee may at any time revoke his allotments for payment of dues to be effective in accordance with the provisions of Article 42.8
- e. The office(s) where he/she can obtain the form and information concerning the revocation of an allotment.

41.5 Beginning Date of Dues Withholding. Deductions for Union dues shall begin with the first complete biweekly pay period following receipt of SF 1187 by the Payroll Office, providing the remaining conditions of Articles 33.3 and 33.4 have been met.

41.6 Dues Amount. The amount of Union dues deducted shall remain as originally certified by the Union until a change in the amount of said dues is properly voted upon by the members of the Union, and the Business Manager or the Recording Secretary of the Union has delivered to the Payroll Office a certificate showing the new biweekly amount of Union dues. Changes in the amount of Union dues deducted shall not be made more frequently than twice each twelve (12) months.

41.7 Automatic Termination of Dues Withholding. An allotment for the deduction of an employee's Union dues shall be terminated by the Employer under any of the following conditions and shall be effective at the termination of the pay period which the condition occurs.

- a. Death, retirement, or separation from the Federal service of an employee.
- b. Loss of Exclusive Recognition by the Union.
- c. Transfer of the employee to a position outside the unit.

d. When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense.

41.8 Employee Requested Termination of Dues Withholding. An allotment for the deduction of an employee's Union dues may be terminated by the employee properly executing an SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, in duplicate, and delivering the completed form to the highest ranking District Personnel Management Official or his or her designee. If the employee has been a dues paying member for a period of 12 months or longer, termination shall be effective with the first full biweekly pay period of the next calendar year. If the employee has been a dues paying member for less than 12 months, termination shall be effective with the first full biweekly pay period following the completion of the 12-month period.

41.9 Union Initiated Termination of Dues Withholding. When a Union member resigns, is expelled or suspended, or ceases to be a member in good standing for any reason, the allotment for the deduction of his Union dues shall be terminated with the Union properly notifying the Payroll Office in writing.

41.10 Employees in Non-Pay Status. When an employee is in a non-pay status for an entire pay period, no deduction for Union dues to cover that period will be made.

41.11 Employees in Partial Pay Status. When an employee is in a pay status for only a part of a pay period, a full deduction will be made. If the amount of available salary is insufficient to cover the withholding, no deduction for Union dues to cover that period will be made.

ARTICLE 42

Matters Appropriate for Consultation and Negotiation for the Duration of This Contract

42.1 Scope of Negotiations. Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the unit. The Employer agrees to negotiate with the Union on any such policy or change in established policy or its impact on employees prior to implementation. It is understood that no provisions of this agreement shall nullify or invalidate the rights of management, employees or the Union established by Chapter 71 of Title 5, United States Code, or other statutes, or regulations or appropriate authority.

42.2 Seeking Solutions. This agreement does not alter the responsibility of either party to meet with the other to advise or to discuss and conscientiously seek mutually satisfactory solutions to other matters not covered by this agreement but otherwise appropriate for such discussion. Negotiating sessions may be requested by either party. Such requests shall state the specific subject matter to be considered at such sessions.

42.3 Format of Negotiations. For purposes of negotiations during the term of this contract, the Employer and the Union agree that:

a. The number of employees for whom official time is authorized shall not exceed the number of individuals designated as representatives designated as representing the agency, or at least those agreed upon by both parties.

b. Prior to the beginning of negotiations the names of individuals designated as representatives will be exchanged by the parties in writing.

c. Union representatives will be allowed official time during the negotiations.

42.4 Time Devoted to Negotiations. The amount of time devoted to negotiations shall be reasonable, necessary, and in the public interest.

42.5 Questions of Negotiability. When the Employer believes that a matter is nonnegotiable it will immediately advise the Union in writing of its rationale for such a belief. The union has the right to proceed to the Federal Labor Relations Authority. It is agreed that in the interest of sound collective bargaining practice, negotiations concerning claims of non-negotiability will be made in a prompt manner.

ARTICLE 43

Effective Date, Duration, and Modification of Contract

43.1 Effective Date. After approval and signature by the Commander, U.S. Army Engineer District, New Orleans and the President, Local 1124, NFFE, this agreement shall be submitted to the Department of Defense for Agency approval in accordance with 5 USC 7114(c). It shall become effective upon approval by the Department of Defense, or on the 31st day after signature by the Commander if the Department of Defense has not approved or disapproved the agreement by that date.

43.2 Duration. Except as provided in Article 44.4) below, once this agreement becomes effective (*see Article 44.1*) it shall remain in force and effect for 3 years from the date of the Commander's signature, and shall automatically be extended in three year increments thereafter unless either party gives written notice during the last 90 days of any 3-year segment of intention to terminate or renegotiate the agreement.

43.3 Cancellation. This agreement shall not be enforceable at any time after it is determined under the provisions of Chapter 71 of Title 5, United States Code that the Union is no longer entitled to exclusive recognition.

43.4 Modification. Modifications of or amendments to this agreement resulting from changes in applicable laws, regulations or policies issued by agency or higher level authority after the effective date of this agreement, the implementation of which is mandatory and not discretionary with the Employer, will be made by written notification to the Union indicating the modification and the reason. In such an event, the parties will meet for the purpose of negotiating new language which will meet the requirements of such laws, regulations, or policies. Such amendments as agreed to will be duly executed on a date or dates appropriate under the circumstances.

43.5 Continuation During Re-negotiation. When renegotiation of this agreement is in process, but will not be completed by its expiration date, or to cover the period of an election if the union recognition has been properly challenged, the agreement shall be extended for a period sufficient to commit the parties to final agreement, or to permit resolution of the challenge.