

CONTRACT AGREEMENT

between

U.S. Army Engineer District, Louisville, Louisville, Kentucky
and

National Federation of Federal Employees Local No.852

Preamble

"Pursuant to the policy set forth by the Civil Service Reform Act of 1978 regarding Federal-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 United States Army and the National Federation of Federal Employees, Local 852, hereinafter referred to as the UNION, for the employees in the unit described below, hereinafter referred to as the EMPLOYEES.

Whereas the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

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 conditions of their employment, and such participation of employees should be improved through the maintenance of constructive and cooperative relationships between the Union and the Employer.

Now, therefore, the parties hereto intending to be bound, hereby agree as follows:

Article 1 RECOGNITION AND COVERAGE

1.1. AUTHORITY: This Agreement is made under authority contained in Title VII, Civil Service Reform Act of 1978 and in accordance with letter granting Exclusive Recognition from the District Engineer to the President of Local No. 852, National Federation of Federal Employees, dated 31 December 1969.

1-2. PURPOSE: This Agreement defines certain roles and responsibilities of the parties hereto; states policies, procedures and methods that govern working relationships between the parties, and identifies subject matter of proper mutual concern to the parties.

1-3. PARTIES: The parties to this Agreement and amendments and supplements thereto are the U.S. Army Engineer District, Louisville, hereinafter referred to as the "Employer", and Local No. 852, National Federation of Federal Employees, hereinafter referred to as the "Union".

1-4. RECOGNITION: The Employer recognizes the Union as the exclusive bargaining representative for all employees of the Employer with the exception of any management official or supervisor, confidential employee, non-clerical Personnel Office employee, any employee engaged in administering the provisions of Title VII, CSRA of 1978, any employee primarily engaged in investigation or audit functions relating to the work of individuals employed whose duties directly affect the internal security of the Employer, and any employee who is engaged in administering any provision of law relating to labor management relations. These Employees, other than as expected above, comprise the "Bargaining Unit" for which exclusive recognition has been granted.

1-5. CONTACT: The Chief, Louisville Operating Location, Personnel Office, Ohio River Division 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. The Union agrees to furnish the Personnel Office annually a list of Union Officers, elected or appointed, to positions authorized in the Union's Constitution and a list of Stewards. Any changes to these lists must be submitted to the Personnel Office within five (5) work days after such change to assure proper determinations as to official time. This will constitute the "Union Officials". The Union President is designated as the principal contact point with Management. The Union 1st Vice President is the contact point in the absence of the President.

1-6. APPLICATION OF LAWS AND REGULATIONS This Agreement is subject to the following requirements:

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

b. The requirements of "Title VII, CSRA, as applicable" apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Article 2 PRINTING AND DISTRIBUTION OF AGREEMENT

2-1. The Employer agrees to furnish to the Union, within sixty (60) calendar days after the approval of this agreement, fifty copies of the agreement. In addition, a copy of the approved agreement or any/all supplements thereto, will be distributed to each member of the bargaining unit.

Article 3 DURATION OF AGREEMENT

3-1. DURATION:

- a. This agreement shall remain in full force and effect from date of approval for a three (3) year period. The effective date of this Agreement is the date approved by the Chief of Engineers under the 30- day review of provisions of 5 U.S.C. 7114 (CSRA) or the 31st day after signature by the District Engineer if approval or disapproval has not been made by the Chief of Engineers. The Agreement shall be automatically renewed upon the expiration of the initial period for an additional three (3) years on each anniversary date thereafter, unless either party gives written notice of intention to terminate or renegotiate the Agreement in its entirety not more than 105 days and not less than 60 days prior to the anniversary date. This Agreement will terminate automatically on such date as it is determined that the Union is no longer entitled to exclusive recognition in accordance with Section 7111, Title VII, CSRA.
- b. In the absence of a representative challenge, but with an intent to negotiate filed by either the Employer or Union, this Agreement will continue in full force and effect for the purpose of renegotiating a new agreement.
- c. This agreement will be open when mutually agreed upon. Both parties wish to avoid re-openings. If either party has an unresolvable question about interpretation of this contract, they will grieve the matter and submit to arbitration.

Article 4 RIGHTS OF THE EMPLOYER

4-1. The Union agrees to respect the dignity of the Employer in implementing its responsibilities with respect to applicable laws and regulations. In accordance with Title VII, Public Law 95-454, nothing in this Agreement shall affect the authority of any management official of the Employer:

a. To determine the mission, budget, organization, number of employees and internal security practices of the Employer.

b. In accordance with applicable laws:

(1) To hire, assign, direct, lay off and retain employees, or suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

(2) To assign work, to make determinations with respect to contracting out, to determine the personnel by which the Employer's operations shall be conducted.

(3) With respect to filling positions, to make selections for appointments from:

(a) Among properly ranked and certified candidates for promotion
or,

(b) Any other appropriate source.

(4) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

c. To determine the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

Article 5 UNION RIGHTS

5-1. The Union has the right to represent all employees in the bargaining unit; to present its views to the Employer on matters of concern either orally or in writing. The Union, after reasonable notification, will be given the opportunity to be represented at formal discussions between the Employer and employees concerning grievances, personnel policies and practices, or other general conditions of employment consistent with the provisions of Section 7114, Title VII, CSRA and this Agreement.

5-2. The parties agree that notice to the Union of a formal discussion will be sufficient if provided to either the Union President or Chief Steward by an affected employee.

5-3. The Union shall have the opportunity to conduct a membership drive each year. These membership drives will be conducted on the Employer's premises, and except for bulletin board advertisements, displays, information tables and the like, solicitation of members shall occur only on non-duty hours and in non-work areas. Facilities and equipment for the drives shall be determined by mutual agreement of the parties. Requests for the equipment and facilities needed will be presented to the Employer at least ten (10) workdays prior to the commencement of the membership drive.

Article 6 EMPLOYEE RIGHTS

6-1. Employees have the right to:

- a. Join the Union or to refrain from such activity, freely and without fear of penalty, reprisal or threat.
- b. Be represented by the Union regardless of Union membership.
- c. A work environment free from unlawful discrimination because of race, sex, marital status, age, color, religion, national origin, lawful political affiliation, labor organization membership, or physical handicap.
- d. Working conditions that are as safe and healthful as could reasonably be expected.
- e. Be informed of any substantive change in conditions of employment proposed by the employer.
- f. Training determined to be necessary to ensure satisfactory job performance.
- g. Express himself/herself concerning improvement of work methods and working conditions.
- h. Submit a grievance or complaint.
- i. A hearing prior to any loss of pay or employment in accordance with applicable laws and regulations.
- j. Know what is expected of them, to whom they are directly responsible, and what is expected of them in their work relationship with their fellow employees.
- k. Privacy in every way consistent with Laws, Regulations and this Agreement.
- l. Reasonable time to contact their Union representative or the Union Office for work related matters of personal concern.

m. Participate or not participate in voluntary fundraising campaigns and purchase of U.S. Savings Bonds without compulsion, coercion or reprisal.

n. Be treated with full regard for their dignity as individuals, and no distinction as to trustworthiness made on the basis of their wage or grade levels.

o. Membership in the Union, except for failure to meet standards and conditions uniformly required and applied for admission.

p. Representation by the Union at any examination of an employee in connection with an investigation if:

(1) The employee reasonably believes that the examination may result in disciplinary action against him/her and the employee requests representation.

(2) When a discussion between a supervisor and an employee becomes accusatory in nature, the employee may request the right to have a Union representative present before proceeding.

(3) Be free from interference, restraint, or reprisal when exercising any of his/her rights under the law or this Agreement.

Article 7 CONSULTATION

7-1. The parties to this Agreement will participate in joint labor management relations meetings requested by either party at mutually agreed upon times and locations.

7-2. The primary purpose of the meetings will be to promote and facilitate understanding, and constructive and cooperative relationship between the Union and Management. Meetings under this article shall include routine exchanges of information and concern, but shall exclude negotiation. Parties will present their proposed agenda prior to any meeting. However, items brought up during such meetings may also be discussed, unless such a meeting is held to discuss a proposed RIF.

7-3. Neither Management nor the Union shall have more than three (3) representatives. The Union representatives are authorized official time for these meetings.

7-4. All meetings shall be conducted in a cooperative and professional manner with an aim to deal with matters in a constructive way.

7-5. Minutes of each meeting shall be taken by the parties on an alternating basis. The draft of the minutes will be initialed by the spokesperson of each party at the conclusion of the meeting, and a typed copy will be provided to each member present within five (5) working days.

Article 8 GRIEVANCE AND ARBITRATION

8-1. POLICY

a. The procedure contained in this Article shall be the sole procedure available to the parties and employees in the unit for resolving grievances. A grievance is a request for adjustment on any complaint by any employee concerning any matter relating to the employment of the employee; by the Union concerning any matter relating to the employment of any employee(s); by any employee, the Union, or the employer concerning the effect of this agreement and/or any supplemental agreements, any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment. Specific exceptions to this grievance procedure are set forth below:

- (1) A claimed violation relating to prohibited political activity.
- (2) Retirement, life insurance, or health insurance.
- (3) A suspension or removal for national security reasons (Section 7532, 5 USC).
- (4) Any examination, certification, or appointment.
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee.
- (6) Complaints under Section 2302 (b)(1), 5 USC, concerning Equal Employment Opportunity which are appealable to the Merit Systems Protection Board (MSPB).
- (7) A preliminary warning notice of an action which, if effected would be covered under this grievance procedure or be appealable under statutory procedures.
- (8) Nonselection from a group of properly ranked and certified candidates.
- (9) Complaints arising from the Suggestion Program.
- (10) Complaints over termination of probationary and temporary employees.
- (11) Appeal of negative determination of acceptable level of competence resulting in withholding step increase and removal of saved grade and saved pay.

b. Nothing in this section shall prevent employees from appealing to the Merit Systems Protection Board (MSPB) those actions excluded from the negotiated grievance procedure for which MSPB appeal rights exist or from processing a claimed violation of a prohibited personnel practice to the MSPB.

c. All references in this Article to the term "days" mean calendar days.

8-2. INITIATION:

- a. Grievance must be initiated within 15 days of incident on which grievance is based. A grievance concerning a continuing practice or condition may be brought at any time. All grievances must be in writing, on the Negotiated Grievance Form obtained from the Union.
- b. An employee or group of employees in the unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure. An employee or group of employees in the unit wishing to present such a grievance without the intervention of the exclusive Union may do so; however, any adjustment of such grievance must not be inconsistent with the terms of this Agreement, and the Union must be given the opportunity to have a representative present at the time of adjustment.
- c. An institutional grievance may be filed in writing directly with the District Engineer or with the Union President. The grievance must be filed in writing within 15 days of the date that the incident which is being protested occurred. Recipient of grievance will render a decision within twelve (12) days after receipt of grievance. Unsatisfactory decisions entitle grievant to invoke arbitration.
- d. When an employee alleges discrimination is involved, the grievance will be suspended and the complaint referred to the Equal Employment Opportunity Officer (EEOO) for consideration under the Equal Employment Opportunity (EEO) complaint/appeal system. If the matter is processed under the EEO complaint/appeal system, it will not be again considered under the negotiated grievance/ arbitration procedures. If it is not continued under EEO procedures, it will be returned and processed to finalization under the negotiated grievance procedure

8-3. PROCEDURES:

- a. STEP 1 The employee and his/her representative will present the written grievance to the immediate or first line supervisor. In cases where the grievance involves the immediate supervisor the grievance shall be presented to the next higher level supervisor. The supervisor will investigate as necessary and render an oral decision within five (5) days of receipt of the grievance. Every effort will be made to ensure that the first-step decision is clearly communicated and understood.
- b. STEP 2 If the grievance is not resolved at Step 1 of the negotiated grievance procedure, the employee will have ten (10) days from the date of the decision to submit the written grievance to the appropriate Division/Office Chief. The Division/Office Chief or deputy will meet with the employee's supervisor, the aggrieved employee, and/or the Employee's representative within ten (10) days of receipt of the 2nd Step grievance to discuss the matter. The head of the Division or Office will prepare a memorandum of record, briefly summarizing the grievance, the consideration accorded it, the conclusions reached and if appropriate, the course of action decided upon during the discussion. A copy of the memorandum will be attached to the Negotiated Grievance Form and furnished all parties within five (5) days after the discussion is completed.
- c. STEP 3 If a settlement is not reached in Step 2, the written grievance will be forwarded to the attention of the Deputy District Engineer within ten (10) days after receipt of the Step 2 memorandum. This grievance must explain the issues involved and the relief sought. The grievant and/or his/her representative may request to meet with the Deputy District Engineer to personally present his/her grievance. The Deputy District Engineer will render a decision within 12 days after receipt of the grievance. Some grievances may be filed at the third step without going through steps 1 and 2. In these cases, the formal nature of the actions involved and the consideration given to the employee's position before issuing the decision substitutes for the informal procedure (steps 1 and 2). Therefore, grievances involving the following issues may

begin at Step 3 within 15 days of the decision or occurrence being grieved: (1) Grievances stemming from removal/suspension; (2) Grievances over management directed reassignments, and; (3) When management officials and the employee representative agree that Steps 1 and 2 would serve no useful purpose, either one or both Steps may be waived. The decision issued by the Deputy District Engineer will include the reasons for the decision and the further rights of the employee.

d. Failure of the parties to pursue an issue within time limits specified above, shall permit the case to be referred to the next step in the process. All time limits herein may be extended by mutual agreement of the Employer and the Union.

e. If the grievance is not settled at the end of Step 3 above, arbitration may be invoked only by the Employer or by the Union. Arbitration must be invoked within 15 days after the Step 3 decision and the invoking party must inform the other party in writing within that time limit.

f. Reasonable time during working hours will be allowed for unit employee(s) and Union representative as defined in this Article to discuss, prepare for, and present grievance. Arrangements for the use of official time must be made with the employee's immediate supervisor, or next level supervisor if appropriate.

g. The Union will carefully evaluate all alleged grievances upon their receipt of the completed Negotiated Grievance Form. The Union agrees to process only those grievances which it believes are meritorious and/or require further consideration by the Employer.

8-4. SELECTION OF ARBITRATOR: When arbitration of a grievance is invoked, the parties shall, within ten (10) days jointly request a list of five (5) arbitrators from the Federal Mediation and Conciliation Service. The parties shall confer within ten (10) work days after receipt of the list to seek agreement on an arbitrator. If the parties cannot agree on an arbitrator, the Chief, Louisville Operating Location, and the Union President will strike one (1) name from the list alternatively until one (1) name remains. The remaining person shall be the duly selected arbitrator.

8-5. COST: The arbitrator's fee and expenses will be borne equally by the Employer and the Union.

8-6. SITE: The arbitration hearing/inquiry will be held at the District Office or on U.S. Government property at a site mutually agreed upon.

8-7. TIME: The arbitration hearing shall be held during the regular day shift work ours of Monday through Friday. The grievant, employee representatives, and employee witnesses, shall be in a pay status without charge to annual

8-8. TRANSCRIPT: Either party desiring a record of the proceedings shall pay for the record.

8-9. DECISION:

a. Arbitration shall be the means of resolving any questions of arbitrability and the interpretation and application of this Agreement. The Arbitrator shall fully consider the Agency's, the Union's, and the Merit System Protection Board's interpretation of published regulations or policies in reaching a final decision. The Arbitrator shall not have the authority to change, alter, amend, modify, add to or delete from this Agreement.

b. The Arbitrator will be requested to render a decision in writing not later than 30 calendar

days after the conclusion of the hearing, unless the parties agree otherwise. The Arbitrator's award will include a statement showing clearly the basis for the decision. Either party to this agreement may file with the Federal Labor Relations Authority an exception to an Arbitrator's award in accordance with Section 7122, Title VII, CSRA. If no exception to an Arbitrator's award is filed during the 30-day period beginning on the date of such award, the award shall be final and binding.

Article 9 OFFICIAL TIME AND UNION REPRESENTATION

9-1. Union representatives shall be granted official time for the purpose of performing representational functions as provided for in 5 U.S.C. 7131 and this agreement.

9-2. Union representatives shall be allowed to leave their work areas, if necessary, without charge to leave or loss of pay, provided permission has been secured in advance from their supervisor, to perform representational functions and/or to bring about prompt resolution of complaints or formal grievances of employees in the Bargaining Unit. Such persons shall inform their supervisor (s) as to their mission and report back upon completion of the mission. Permission will also be obtained from supervisor(s) of any Bargaining Unit employees with whom representatives desire to confer. If compelling reasons prevent the supervisor(s) from granting official time when requested, he/she will assist the Union representative to arrange for another time or permit the representative time to make other arrangements. No travel or per diem costs will be paid by the Employer. A reasonable length of time during working hours will be allowed for discussion with local Management Officials.

9-3. A Union officer, steward, or other union employee who has been designated as a representative, in writing, by an aggrieved member of the bargaining unit may assist grievant or appellant in preparation and presentation of their grievance or appeal when representation is authorized. Such representation will be without charge to leave or loss of pay, providing a reasonable length of time is used or that the amount of time does not exceed that specifically authorized for the employee involved. No per diem or travel expenses will be paid by the Employer. Representatives attending consultation meetings will be allowed official time. Union officials who are provided an opportunity to be present at the adjustment of a grievance independently pursued by an employee will be allowed official time for such meeting. No per diem or travel expenses will be paid by the Employer. Representatives must secure appropriate permission as outlined above.

9-4. TRAINING:

a. Union representatives attending or participating in membership meetings, internal elections, workshops on negotiation skills or techniques, local, state, or national conventions or similar events scheduled by a labor organization shall do so in an annual leave or leave without pay status. Upon giving his/her supervisor a 2-week notice that he/she has been selected to attend a workshop or convention as an official delegate, the delegate shall normally be permitted to attend such function.

b. Union representatives may be excused without charge to leave in conjunction with attendance at a training sessions sponsored by the Union or its regional or national headquarters, provided the subject matter of such training is of mutual concern to the Employer and the representative in his Union organization capacity and the District's interest will be served by such attendance. Such administrative excusal will cover only those portions of a training session as meet the aforementioned criteria and will not normally exceed sixteen (16) hours for any individual within a 12-month period. Any exceptions to this limit must be fully justified and must be approved by the District Engineer or the Deputy District Engineer.

9-5. NEGOTIATIONS:

Any employee in the unit representing the Union in negotiations, renegotiations, or impact bargaining, shall be authorized official time for such negotiations, including attendance at impasse proceedings, during the time the unit employee otherwise would be in a duty status. The number of unit employees for whom official time is authorized shall not exceed the number of Employer negotiators. Preparation for negotiations is specifically excluded from this official time provision.

9-6. LOCAL REGULATIONS REVISIONS: Official time will be granted to Union Officers to prepare comments on proposed local issuance's affecting personnel policies, practices, and working conditions.

9-7. TIME RECORDS: The supervisor of each Union Officer and Steward shall make a running record of the time spent by such persons on authorized activities under three (3) headings: Representation, Consultation and Negotiation. Representation includes time expended under 9-2, 9-3 and 9-6 above. Consultation time includes preparation for as well as actual time in consultation. The employer will provide the Union with a copy of the quarterly accounting of the official time used by the Union representatives

9-8. NEW UNION OFFICERS: A meeting between the newly elected President and Chief Steward of the Union, their immediate supervisors, and other affected supervisors will be held for the purpose of discussing Union activities and their relation to Corps objectives soon after the election. The Union President may request a meeting with newly assigned District Engineers. Official time will be authorized the Union officials for this meeting.

9-9. Official time will not be used to prepare for any meeting or record preparation except as permitted by applicable law, regulation, and this agreement.

9-10. A Union representative shall not be released to perform representational functions on official time without prior notification to the Union President, Chief Steward or other elected Union official.

9-11. A Union official will be granted 8 hours official time to prepare reports required in 5.U.S.C. 7120 (c).

Article 10 IMPACT BARGAINING

10.1. IMPACT BARGAINING: Prior to implementation of any new policy or regulation that is subject to bargaining, the Employer will give the Union at least ten (10) working days advance notification. Failure of the Union to request negotiations during the ten (10) work days period following written notification by the Employer will allow the Employer to implement the proposed change. If negotiations are requested, the parties will engage in good faith negotiations in an attempt to reach an agreement. If the parties reach an impasse, the Employer may implement the last management offer, subject to revision of the matter, in accordance with the resolution of the impasse. It is understood that Management's exercise of this Section will not serve to reduce good faith efforts to resolve the issue.

10-2. CONDUCT OF NEGOTIATIONS: All bargaining conducted pursuant to this article will be governed by the ground rules agreed upon by the parties in the Memorandum of Understanding dated January 4, 1985, except as otherwise provided herein.

10-3. The Employer will consult, or negotiate as appropriate, with the Union before making changes of prior benefits, practices and understandings which have been mutually acceptable to the Employer and the Union, but which are not specifically covered by this Agreement and affect the majority of employees in the bargaining unit. This provision applies only to matters which are appropriate subjects for consultation or negotiation.

Article 11 DUES WITHHOLDING

11-1. VOLUNTARY: It is understood by the parties to this agreement that dues withholding is to be voluntary on the part of the individual member. The Union will ensure that employees are informed of the voluntary nature of dues withholding and of the conditions governing dues withholding cancellation.

11-2. UNION RESPONSIBILITY:

a. Any unit employee who is a member of the Union in good standing may authorize dues withholding at any time during the life of this Agreement. Such dues withholding will only be accomplished by the Employer if the unit employee's regular salary is sufficient to cover the amount of deduction. It is the Union's responsibility to collect dues from any member who, while in the bargaining unit enters a non-pay status or any other condition which prevents accomplishment of dues withholding.

b. Dues are defined as the regular periodic amounts of money required to maintain the member in good standing in the Union.

c. All authorizations must be made on SF 1187. The Union is responsible for purchasing this form, distributing it to its members, and instructing its members on its use.

d. The Union shall furnish to the Central Payroll Office the address of the Union Treasurer to whom remittances are to be made. This official shall be known as the Union Remittance Official. The payee to which the remittance check should be made out is NFFE Local 852.

e. The Union Remittance Official is responsible for certifying on each member's authorization the dues to be withheld each pay period when the form is forwarded. All completed authorization forms are to be sent by the Union to the Central Payroll Office.

f. Deductions will be made beginning with the first full pay period which begins after the form is received in the Central Payroll Office and will be made in each subsequent pay period until terminated or revoked.

g. The Union will give notice in writing to the Central Payroll Office when a member of the Union who has authorized dues withholding and is currently employed by the District is expelled or ceases to be in good standing. Deductions in this situation will be stopped at the end of the pay period in which the notice is received in the Central Payroll Office.

h. In the event of a change in the regular dues of the Union, the deduction from the salaries of those members who have previously authorized dues withholding for the Union will be adjusted upon certification of the dues change by the Union Treasurer to the Central Payroll Office. This change will be made beginning with the first complete pay period which starts after the certification is received in the payroll office. A change in deductions under this section may not be made more frequently than twice every 12 months.

11-3. EMPLOYEE RESPONSIBILITY:

a. A Union member may revoke their dues assignment by completing an SF 1188 and submitting it to the Central Payroll Office. The revocation will become effective as of the first full pay period following 1 September provided the member has completed a 1-year period from the date his/her dues withholding began and the request was received by the Central Payroll Office not later than 1 September. Further, each member also has the right to revoke dues withholding upon their first anniversary from the date of initial dues assignment. The revocation will become effective, if received by the Central Payroll Office not later than the date of the first anniversary, on the first full pay period following.

b. When a member is assigned to a position outside the bargaining unit represented by the Union, it will be the member's responsibility to advise the payroll office in writing when he/she is so assigned. Deductions will be terminated effective at the end of the pay period in which the member's notice is received by the payroll office. The Employer will initiate appropriate action to terminate dues withholding if member does not do so within a reasonable length of time.

11-4. EMPLOYER RESPONSIBILITY:

a. The remittance of dues withheld will be sent to the designated Treasurer of the Union after each pay period.

b. Each remittance will be accompanied by a list containing the name of each member from whose salary dues have been withheld and the amount withheld for each person listed. Copies of revocation documents will accompany each remittance.

Article 12 USE OF OFFICIAL FACILITIES AND SERVICES

12-1. OFFICE SPACE: The Employer agrees to continue to provide moveable partitions to provide a quasi-private area around the normal office work area of the Union President of such size as to permit inclusion of two Union file cabinets, a desk, and three chairs. Should such an arrangement not be possible with the Union President's normal work area, the Employer will provide a quasi-private area, including the furniture described above.

12-2. EQUIPMENT, MATERIAL, AND OTHER FACILITIES: The Union may utilize office equipment, materials, or other permanent facilities, if related to contract administration, contract negotiations, or Union-Employer consultation meetings provided that requests for such use are made in advance to the Personnel Officer and their use does not impinge upon the requirements of the Office in its operations.

12-3. TELEPHONE DIRECTORY AND SERVICE: The Employer agrees to include a listing for the Union President and Chief Steward on the Organizational Telephone Directory. The Employer will continue to provide telephone service as nearly as possible to that now provided in designated Union office space.

12-4 BULLETIN BOARDS: Space on bulletin boards at field offices, within the operational elements of the District Office, and in the main corridors of the 6th, 7th, and 8th floors, will be made available for posting official Union material. The Union will be responsible for all materials posted and will assure that such materials conform with applicable regulations regarding content and subject matter. A space of 11 x 17 inches shall be available at all times on each operational element bulletin board in the District Office and Field Offices. This space shall not exceed 25 percent of the useable space.

The space on the main corridor boards shall be limited to 8 1/2" x 11". A key to the corridor boards will be made available to the appropriate Union representative. The Union shall be responsible for posting material and timely removal of same in the District Office. The Employer agrees to make such material available to bargaining unit employees for posting on receipt at field installations.

12-5. HANDLING AND DISTRIBUTION OF MATERIALS: The Union will provide for the normal physical distribution of Union literature and bulletins in the District Office. Union literature may be mailed by the Union to field installations where a bargaining unit employee will make such material available to employees. Local Union news publications and notices concerning meetings or elections may be included in the District's bulk mailings to field installations for posting or distribution by a bargaining unit employee on the site. Other materials may be sent in bulk by the Union to each Field Office, provided they are (1) reasonable in size; and (2) properly identified as material sponsored by the Union; and (3) limited to matters of direct concern to employees in relation to the Union and the Employer.

12-6. USE OF THE FALLS CITY ENGINEER: Available "unofficial" space in the Falls City Engineer can be used by the Union for dissemination of official Union information. The Union agrees that it will not request publication of an defamatory, derogatory, obscene, immoral, controversial, segregative, or otherwise inappropriate material. The material shall be submitted to the Public Affairs Office at least 14 calendar days prior to publication, for review for compliance of appropriateness. If the material is not appropriate, it shall be promptly returned to the Union for rewrite and resubmission.

12-7. MEETING SPACE: Upon request by the Union, the Employer shall, whenever possible, make official space available to the Union for its meetings and other appropriate activities. The Union shall be responsible for the suitable use and care of space that is made available. Union requests for such space normally will be made at least seven (7) calendar days prior to the date the space is to be used.

Article 13 INFORMATION TO THE UNION

13-1. The Employer agrees to permit Union Officials to refer to official publications of the Office of Personnel Management, Merit Systems Protection Board, or the Agency, which are kept on file in the Technical Library or Personnel Office. Such reference to official publications shall be in connection with specific and legitimate Union needs and shall not unduly interfere with the Employer's need for such publications. The Employer agrees to route to the Union a copy of each issue of the "First Line Supervisor." One copy of the updated District Organizational Chart will be forwarded to the Union.

13-2. EMPLOYEE LIST: The Employer will provide the Union a list of current employees on a quarterly basis. The list will include the job title, grade salary, and organizational location of each employee. The Employer will also provide the Union with a list of new FTP employees, including organizational location, on a monthly basis.

13-3. NOTICE TO EMPLOYEES AND SUPERVISORS: The Union will be provided with a copy of official communications to employees pertaining to personnel policies and practices and working conditions. Similar treatment will be accorded official supervisory communications pertaining to aforementioned subjects when deemed appropriate by the Employer.

Article 14 CONTRACT NEGOTIATIONS

14-1. PURPOSE: Both parties to this Agreement have the responsibility of conducting their negotiations in good faith and otherwise in such manner as will further the purpose of Title VII, CSRA, and mission of the Louisville District. Both parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement. Both parties agree that negotiations in good faith include the obligations set forth in Section 7114 and Section 7117 of Title VII, CSRA. A Memorandum of Agreement will be drawn up when negotiations are authorized which will set forth the ground rules.

Article 15 IMPASSES

15-1. NEGOTIATION IMPASSES: Should an impasse be reached in contract negotiations after serious and reasonable consideration, the parties shall have a period of time not to exceed ten (10) working days for the purpose of allowing either party to offer and discuss counterproposals in the interest of a resolution of such impasse. If at the expiration of said period of time the impasse still exists, the following procedure will be adhered to:

- a. A joint statement shall be prepared which clearly defines the area which is at impasse. This joint statement will be signed by the Chief negotiators from both parties. The Employer will prepare a statement of its exact position with respect to the area that is at impasse. Further, the Union will prepare a statement of its exact position with respect to the area that is at impasse. The position statements shall be signed by the respective Chief negotiators and attached to the joint statement of impasse.
- b. In the event agreement is not reached on the matter at impasse, the employer and the Union further agree to request the Federal Mediation and Conciliation Service to provide a mediator in an effort to resolve the matter.
- c. If an impasse still exists after mediation, the procedures provided by Section 7119 (b) (1) and (2), Title VII, CSRA, and implementing laws and Government-wide regulations pertaining thereto, shall be followed.

Article 16 CONTRACTING OUT

16-1. The Union acknowledges that it is reserved management right to make determinations with respect to contracting out. The Employer agrees to notify the Union concerning any proposal to review a functional area for contracting out possibilities as early as practicable.

16-2. The Employer's representative will meet with the Union's representative to discuss:

- a. The reason for contracting out;
- b. How unit employees will be affected.
- c. How to minimize any adverse effects on employees in the unit.

16-3. The Union agrees to assist the Employer, upon request, and provide information its representatives are able to obtain during the course of any study of any work function to assure that all elements of the function are considered in the Government's bid. The Employer agrees to consider the views and recommendations of the Union with respect to these matters.

16-4. Affected unit employees will be afforded placement rights and retraining in accordance with applicable rules, regulations, and procedures including the terms of this Agreement governing reduction- in-force actions.

Article 17 ORIENTATION OF EMPLOYEES

17-1. All new employees shall be informed by the Employer that the Union is the exclusive representative of employees in the unit. Each new employee will receive a copy of this Agreement and a list of the officers and stewards of the Union, including the name and telephone extension of the steward(s) assigned to the employee's work area.

17-2. The Employer shall furnish the Union President, on a monthly basis, the following information regarding all new employees in the unit:

- a. Name
- b. Position, title and grade
- c. Organization

Article 18 EMPLOYEES OFFICIAL PERSONNEL FOLDER

18-1. Employees have the right to privacy of their Official Personnel Folder. No unauthorized employee or employee representative may have access to another employee's Official Personnel Folder.

Article 19 HEALTH INSURANCE

19-1. The Employer agrees that during the open season, representatives from any Federal Employees' Health Plans, shall be permitted an opportunity upon request to provide information relative to their insurance benefits. Permission will be granted for carriers to make presentations at the District Office and all field locations, upon request.

Article 20 INCENTIVE AWARDS

20-1. The Union agrees to support the Army Incentive Awards Program. The Employer agrees that the Union may have a representative at Incentive Award Committee meetings. This representative will participate in the meeting with respect to planning the suggestion program. The Union representative will not participate in the nomination or consideration of nominations for cash, performance or honorary awards. The names of the Union representative who may be other than a Union official, and two alternates will be furnished to the employer not later than 30 days after Union Officials take office.

Article 21 RETIREMENT

21-1. The Employer agrees to provide retirement counseling for employees retiring from the workforce. Any employee who is within two (2) years of a retirement posture is eligible to receive this counseling.

Article 22 WAGE GRADE EMPLOYEES

22-1. The Employer agrees to provide essential tools and equipment necessary to accomplish assigned work.

Article 23 LOUNGE - REST AREAS

23-1. The Employer agrees to provide for lounge/rest areas to employees where a requirement exists, where space is available, and where operations are not adversely affected.

23-2. If no suitable rest area is available, a chair will be placed in the ante room of the ladies rest room on the 1st, 6th, and 8th floors of the Federal Building and in appropriate areas of the 701 Building, if required.

Article 24 SAFETY AND HEALTH

24-1. The Employer will initiate and administer a Medical Surveillance Program in accordance with the provisions of the District Regulation (ORLR 690-1-91).

24-2. The Employer will consult with the Union on any proposed major changes relative to safety and health policies and/or standards where appropriate. The Union may review all current and newly issued safety regulations in the Louisville District. Distribution of Local Regulations pertaining to health and safety will include the Union President. References within Local Regulations will be made available to the Union for review and/or upon request copies may be furnished.

24-3. The Union shall designate two (2) members to serve on The Safety and Health Committee. The names of the Union representatives on this committee will be submitted to the Employer within thirty (30) days after new Officials take office. A list of two (2) alternate Union representatives will accompany the above roster. If necessary, additional membership on this committee may be appointed by the Employer. Union representatives and/or alternates serving on this committee will be authorized official time subject to workload requirements by their supervisor. No travel or per diem costs will be paid by the employer. The Safety & Health Committee shall function in an advisory capacity with duties as follows:

- a. Recommendations for promotion of safety and health education.
- b. Review district program and recommend areas which should receive increased emphasis.
- c. Review safety recommendations and complaints from employees and recommend appropriate action.
- d. Make safety and health inspections of work sites when deemed necessary and appropriate by the Employer.

24-4. In the event a non-agency safety or health inspector visits the District to inspect the work sites of its employees, a Union representative will be selected by the Union to accompany the inspector on the tour together with any other appropriate personnel selected by the Employer, unless prohibited by inspector.

24-5. The Union will assist the Employer in assuring that employees use appropriate protective devices.

24-6. Work areas of the District, excluding construction projects, should be inspected at least annually for unsafe or unhealthful working conditions. The Steward representing the work area may accompany the inspector. Where this is not possible, the Union may select another bargaining unit member from the same work area represented by the Steward. No travel or per diem costs will be paid by the Employer. Representatives will be authorized official time subject to workload requirements by their supervisors. The Employer will give the Union President at least four (4) days advance notice, if possible, of inspections so that he/she may arrange for a Union representative to accompany the inspector. Should a report be prepared, a copy will be furnished to the Union President.

24-7. The Employer and Union shall encourage employees to work safely and to report any observed unsafe working conditions or health hazard to the unit employee's immediate supervisor, verbally or in writing. Stewards and other Union Officials in the course of performing their normally assigned responsibilities, are encouraged to observe and report verbally or in writing unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas which may represent health or safety hazards. The Employer assures that no degradation, discrimination, or reprisal will be practiced as a result of a unit employee reporting on unsafe practice or condition.

24-8. At least quarterly, copies of accident resumes and statistical summaries will be furnished to the Union by the Employer.

24-9. A Union representative will normally be permitted to accompany the investigators of any major accident involving the death or serious disabling injury to a unit employee as an observer depending on the circumstances surrounding each accident. The Union representative will normally be the Steward representing the work area in which the accident took place. Participation will require notification of the representative's supervisor and will depend on workload requirements. If such representative cannot be released due to workload requirements, the Union may name a substitute observing the same notification/release requirements. Official time will be authorized to the Union Representative. No travel or per diem will be paid to the Union representative in connection with this procedure. A copy of the final accident report will be furnished to the Union.

24-10. Health maintenance is primarily the responsibility of the individual employee. To assist the employee, the Employer will:

a. Participate in the immunization program, the periodic testing for the early detection of chronic disease or disorders, and emergency treatment of illness activities of the Federal Health Unit located in the District Office.

b. Provide emergency first aid treatment of on-the-job injuries, or illness occurring during working hours through the use of the Health Unit or qualified first aid attendants at field locations or with work parties.

c. Periodic physical or multiphasic examinations for employees age 40 or over on a voluntary basis.

d. Provide confidential consultation to employees who seek assistance in problems of alcohol or drug abuse.

24-11. On-the-job injury/illness claims and benefits will be processed in accordance with ORLR 690-1-1.

Article 25 HOURS OF WORK AND TOUR OF DUTY

25-1. Hours of work and tours of duty will be administered in accordance with ORLR 690-1-1.

25-2. An Alternate Work Schedule Committee (AWSC) will be appointed by the District Engineer and will consist of representatives from Management and the Union.

25-3. This committee will gather data and provide the District Engineer and the Chief Negotiator for the Union this data and their recommendations on alternate work schedules. This information will be used to develop a new regulation (ORLR 690-1-1) on Hours of Work and Tours of Duty.

Article 26 OVERTIME

26-1. POLICY: All work officially ordered, approved, and performed outside of regular work hours shall be compensated either by paid overtime or compensatory time, in keeping with existing regulations and statutory provisions.

26-2. ASSIGNMENT: Overtime assignments shall be made as the needs of the work require and where possible shall be distributed equitably to all employees of the organizational element involved. Except for emergencies, unit employees who normally perform the work will be given first opportunity to receive overtime work, where possible. 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 unit employees to work overtime.

26-3. EXCEPTION: The Employer shall consider all circumstances including the condition of the employee's health and other personal problems when assigning employee to work overtime.

26-4. COMPENSATORY TIME:

a. Compensatory time in lieu of paid overtime is not applicable to Federal Wage System employees in the unit. Unit employees "non-exempt" from the Fair Labor Standards Act (FLSA) may earn compensatory time in lieu of paid overtime only under provisions provided in the FLSA.

b. GS employees "exempt" from FLSA will normally be required to work compensatory time in lieu of paid overtime. Compensatory time earned will normally be taken within four (4) pay periods from when earned. If that is not possible, it will be taken within thirteen (13) pay periods.

c. To the extent feasible, supervisors will make every effort to permit an employee to use his/her compensatory time off at the employee's option, consistent with the efficiency of operations of the organization and consistent with regulatory limits on use of compensatory time. Employees will not be required to take compensatory time off when away from their official duty station.

Article 27 LEAVE

27-1. ANNUAL LEAVE:

a. It will be the responsibility of the unit employee in consultation with the supervisor, to schedule annual leave in such a manner as to preclude forfeiture under normal circumstances. Leave scheduled in advance will be honored to the greatest extent possible commensurate with the demands of the job.

b. Leave schedules may include at least one (1) period of eighty (80) hours for vacation purposes for each unit employee who desires it. In the event of a conflict of annual leave scheduling among Unit employees in a given organizational element or field installation, individual seniority, based on service computation date, will normally govern. However, a senior employee will not normally be permitted to monopolize (more than two consecutive years) a highly desirable holiday time such as the Christmas season if it will continually deny another unit employee leave at that time.

c. An employee who becomes ill while on annual leave may request such leave to be changed to sick leave.

27-2. SICK LEAVE: The Union agrees to join the Employer in efforts to assure legitimate use of sick leave.

27-3. HAZARDOUS WEATHER DISMISSAL: During periods of dismissal due to hazardous weather conditions, it is recognized that there may be critical activities which cannot be suspended or curtailed during such period. Such needs should be kept to a minimum and volunteers used if available. Effort should be made to rotate such assignments among those qualified to perform required service.

27-4. VOTING: Employees may be granted excused absence which will permit them to start work up to three (3) hours after the polls open or leave work up to three (3) hours before the polls close, whichever requires the lesser amount of time off. Employees who are unable to either report to work or depart from work and arrive at the polls, due to driving distance or other special circumstances, may be granted additional time for such purposes by their supervisor, on an individual case basis. Employees should request either early or late absence from their supervisor at least two (2) working days prior to election day so that the supervisor may make appropriate plans to schedule the workload. Employees should not be excused if they are able to vote on their own time, considering the employee's place of residence, work hours and commuting time.

Article 28 TEMPORARY INCAPACITATION OF EMPLOYEES

28-1. Employees temporarily unable to perform the complete requirements of their assigned duties, due to non job-related injury, but who are able to report for work and perform light duties, will be considered, upon request, for work which they are able to perform.

Article 29 EMPLOYEE ASSISTANCE PROGRAM

29-1. The purpose of this program is to assist employees with problems which adversely impact upon work performance. The program is designed to deal with problems such as alcohol, drugs, emotional/behavioral disorders, family and marital discord, financial, legal and other personal problems. It is available to all employees who have completed a probationary or trial period. The Union may at any time bring matter of concern or recommendation on EAP to the attention of the Personnel Officer.

Article 30 TRAINING

30-1. Although it is expected that employees are qualified to perform the duties of their positions as a prerequisite to employment, the parties recognize the possible need for additional training, retraining or continuous education to maintain the competence of the workplace.

30-2. Supervisors are responsible for assessing the training needs of employees in their respective work units, but employees may bring to the attention of the supervisor any perceived training needs relating to their work assignments.

30-3. Once job-related training needs are determined to exist, appropriate methods for meeting those needs within available resources will be responsibility of the employer. Training may be conducted "on- the-job" or through formal training courses.

Article 31 ENVIRONMENTAL PAY/HAZARDOUS DUTY DIFFERENTIAL

31-1. It is the policy of the Employer to eliminate, or reduce to the lowest level possible, all hazards, physical hardships, and working conditions of an unusually severe nature. When such actions do not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environmental differential may be warranted.

31-2. ENVIRONMENTAL DIFFERENTIAL: Wage Board Employees subjected to unusually severe hazards or working conditions which were not taken into account in grading the job and which are defined by the office of Personnel Management will receive Environmental Differential pay in accordance with the Office of Personnel Management regulations. A current copy of Appendix J, FPM 532-1, will be provided to the Union. The Union may consult with the Employer regarding local conditions which may warrant submission of a request to the Office of Personnel Management for approval as an additional category for which such differential should be authorized.

31-3. UNUSUAL PHYSICAL HARDSHIP OR HAZARD: Classification Act employees subjected to an unusual physical hardship or hazard which was not taken into account in grading the job and which is set out in the Office of Personnel Management regulations, will receive hazard pay in accordance with applicable pay regulations. A current copy of Appendix A to Subchapter S9, Book 550, FPM Supplement 990-2 will be provided to the Union. The Union may consult with the Employer regarding conditions which may warrant submission through channels of a request for a change in the Office of Personnel Management schedule of physical hardships or hazards to secure additional conditions for which hazard pay is authorized.

31-4. Some assigned duties which may authorize payment of environmental differential/hazard pay are:

- a. Exposure to a continuing hazard of an unusually severe nature which could result in injury, illness or death;
- b. Exposure to a physical hardship of an unusually severe nature under circumstances which cause significant physical discomfort or distress not practically eliminated by protective devices; and
- c. Exposure to a working condition of an unusually severe nature under circumstances involving exposure to fumes, dust, noise or other environmental factors which significantly distresses or discomforts in the form of nausea, irritation of skin, eye(s), ear(s), or nose, or abnormal soiling of the body, clothing, etc. - where such distresses or discomforts are not practically eliminated. The differential is paid provided that the exposure to unusually severe hazard, physical hardships, or working conditions meets OPM published criteria in Appendix J of FPM Supplement 531-1.

31-5. When an employee has reason to believe he/she is performing work for which environmental differential/hazard pay is warranted may bring the matter to the attention of his/her supervisor. The supervisor shall notify the Personnel Office (PM&C) who shall review and take appropriate action.

Article 32 UPWARD MOBILITY PROGRAM

32-1. The district Upward Mobility Program will be administered in accordance with ORLR 690-1-1.

Article 33 HIRING

33-1. The Employer agrees to comply with the provisions of applicable laws and regulations governing hiring and employment.

33-2. It is agreed that the provisions of the Reduction-In-Force Article of this agreement will govern the rehiring of employees separated through RIF.

33-3. The Employer agrees to give first consideration to full-time permanent employees who request, prior to issuance of a merit promotion announcement, reassignment to permanent part-time position vacancies in the bargaining unit.

Article 34 DETAILS

34-1. In the interest of sound financial management, effective employee utilization, and job evaluation principles, the employer will assure proper use of details. The detail method may be used to meet emergencies occasioned by abnormal workload, changes in mission or organization, or unanticipated absences. It may be used pending official assignment of an employee to a vacant position where a period of indoctrination or evaluation is desired, provided the merit promotion principles are observed if a promotion is involved. It may be used where the performance of the duties cannot be delayed. It may be used for training purposes, particularly where such training is a part of established promotional or developmental programs. It may be used to provide a substitute for an employee or supervisor who is on extended leave, or who, himself/herself is detailed to other than his/her regular duties. It will not be used solely for the purpose of non-competitively providing an employee the opportunity to gain experience to qualify for promotion. Details of over thirty (30) days will be documented by submission of an SF 52.

Article 35 MERIT STAFFING PROGRAM

35-1. Merit promotion and placement will be administered in accordance with the Merit Promotion and Placement Plan as listed in ORLR 690-1-1.

35-2. A copy of the current Promotion and Placement Plan will be provided to each permanent employee.

Article 36 EQUAL OPPORTUNITY

36-1. POLICY: The Employer and the Union agree to cooperate in providing equal opportunity for all qualified persons, to prohibit discrimination because of age, sex, creed, color, or natural origin and to promote the full realization of equal employment opportunity through a positive and continuing effort.

36-2. PROCEDURES: The Employer and the Union will exchange information regarding equal employment problems of the District and jointly seek solutions to such problems through the medium of the periodic consultation meetings. The Union will issue an annual policy statement of affirmative support of Equal Employment Opportunity.

36-3. EEO COMMITTEE: The Union may furnish the District Engineer the names of two or more individuals, one of whom will be appointed to the Equal Employment Opportunity Committee.

36-4. The Employer agrees to allow the Union an opportunity to review and comment on the District's Affirmative Action Plan. The Union will also be given an opportunity to review and comment on a Federal Employment Opportunity Recruitment Program plan prior to its implementation.

Article 35 POSITION DESCRIPTION

37-1. It is the policy of the employer that each employee is entitled to a position description accurately reflecting the assigned major duties of his/her position. All position descriptions shall be reviewed by management/employee at least once every two (2) years. Where the term "performs other duties as assigned" is used in a position description, the term will normally mean incidental tasks which are relatively minor in nature. Any employee in the unit who feels that he/she is performing duties outside the scope of the position description or that his/her position is inaccurately classified, may request that his/her immediate supervisor initiate a position review. The supervisor will initiate a request for a change in job description any time there is a reasonable basis for such request. All substantive modifications of an employee's position description shall be discussed by the supervisor with the employee affected prior to the effective date of the personnel action changing the employee's position description. Complaints regarding the accuracy of job descriptions not involving title, code, or grade, will be considered under procedures in Army regulation, CPR 501.

37-2. Any employee who seeks adjustment in the title, code, or grade of his/her position may initiate a complaint under Department of Army procedures or file a complaint/appeal to the Office of Personnel Management in accordance with procedures outlined in Army Regulation, CPR 501. Any employees, who, after consultation with their supervisor have questions relating to their position description, should contact the Personnel Office for assistance and information on procedures available to the employee.

37-3. The Employer, through its managers and supervisors, retains the right to assign any major duties to any employee. It also retains the right to assign any other duties consistent with good management practices, to any employee, in addition to major duty assignments.

However, it is not intended that duties inconsistent with the general level of a job be regularly assigned without action to review the job.

37-4. The Employer will provide the Union with copies of new position classification or job grading standards affecting unit positions prior to implementation.

Article 38 PERFORMANCE STANDARDS

38-1. The development of performance standards and critical elements will be established in writing for each position. Employee participation in the establishment or change of performance standards and identification of critical elements is encouraged. All employees will be provided a copy of the performance standards and critical elements for their position. Performance standards and critical elements must reflect the duties and responsibilities of the employee's position and be fair and equitable.

Article 39 PERFORMANCE APPRAISAL

39-1. The General Performance Appraisal System will be administered in accordance with the Louisville District Regulation (ORLR 690-1-1).

Article 40 WITHIN-GRADE-INCREASES

40-1. Within-grade increases shall be granted or withheld in accordance with applicable laws and regulations. Employees shall be considered to have attained an acceptable level of competence when they fully meet the normal performance requirements in all elements.

Article 41 DISCIPLINARY ACTION

41-1. GENERAL: Disciplinary actions taken against unit employees will be based on good cause, be fair and equitable and be consistent with applicable laws and regulations. It is the policy of the Employer to impose the minimum penalty that can reasonably be expected to correct the behavior of the offending employees and maintain discipline and morale among the other employees.

41-2. COVERAGE:

- a. **Informal Disciplinary Actions:** Include verbal reprimands and official letters of warning. These actions may be initiated by an employee's supervisor or other appropriate authority.
- b. **Formal Disciplinary Actions:** Formal disciplinary actions consist of written reprimands, suspensions and removals.

41-3. REPRESENTATION RIGHTS:

- a. All unit employees have the right to union representation at any examination of that employee by a representative of the Employer in connection with a investigation if:
 - (1) The employee reasonably believes that the examination may result in disciplinary action against the employee; and
 - (2) the employee requests representation
- b. A unit employee against whom formal disciplinary action is taken will be informed in the decision notice of his/her right to grieve/appeal. A representative may be selected in accordance with this Agreement.

41-4. NOTICE AND DECISION: Notices of proposed formal disciplinary actions and subsequent decisions will be issued in accordance with applicable laws and regulations. In the event of a notice of decision unfavorable to the unit employee, he/she shall be advised of their rights to file a grievance in accordance with the Negotiated Grievance Procedure.

41-5. COUNSELING: The Employer and the Union mutually agree that, when practicable, counseling or verbal reprimand of unit employee will be done in private.

Article 42 PROBATIONARY EMPLOYEES

42-1. The parties agree that the probationary/trial period is a highly significant step in the examining process, which provides the Final and indispensable test, that of actual performance on the job, of an individual's fitness for permanent Federal service.

42-2. Probationary/trial periods employees shall be given a full and fair opportunity to demonstrate their fitness for permanent Federal employment.

Article 43 REORGANIZATION/REDUCTION-IN-FORCE

43-1. POLICY: The Employer will advise the Union on any planned reorganization, including that which is occasioned by technological change, which will involve the reduction and/or relocation of 10 or more bargaining unit members. The Employer will advise the Union of such organizational changes within a reasonable time in advance of their implementation, and will provide sufficient detail as to apprise the Union of the anticipated size and composition of the unit.

Appropriate regulations will be utilized by the Employer in the event of a transfer of functions and/or reduction-in-force.

43-2. MANPOWER CONSTRAINTS: The Employer will inform the Union as to the types of constraints imposed by higher authority such as strength ceilings, hiring restrictions, average grade ceilings, man month ceilings, high grade ceilings, and the like. The Employer will consult with the Union regarding and adverse impact upon the bargaining unit resulting from such constraints.

43-3. REDUCTION-IN-FORCE (RIF):

a. The Employer agrees to notify the Union in writing of a proposed reduction-in-force or transfer of function within a reasonable time prior to the effective date. At that time, the Employer will advise the Union of the reasons for the reduction-in-force or transfer of function, the number, title, series and grade of positions to be abolished, and the measures which management proposes to take to reduce the adverse impact on employees. The above notice to the Union will be done before any specific RIF notification is given to an employee. Notice to employees shall comply with the requirements of FPM Chapter 351, any other written DOD policies, DA policies and this Agreement, and shall include information regarding the employee's rights of appeal.

b. The Employer will establish and maintain a Reemployment Priority List for eligible employees in accordance with the provisions of FPM Chapter 351. Employees will be listed on the Reemployment Priority List in order of seniority within each subgroup. Selection from the Reemployment Priority List will be in accordance with FPM Chapter 330, on the basis of merit and fitness, with due consideration given to length of Federal service.

c. Employees demoted in reduction-in-force will be afforded repromotion rights in accordance with this Agreement.

Article 44 TDY AND TRAVEL

44-1. The Employer will, to the maximum extent practicable, schedule official travel for the unit employees within regularly scheduled duty hours. If travel is required during non-duty hours, the employee will be entitled to compensation in accordance with applicable laws and regulations.

Article 45 SEXUAL HARASSMENT

45-1. Sexual harassment is a form of workplace misconduct which undermines the integrity of the employment relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment debilitates morale and interfere in the work productivity of its victims and co-workers; it requires immediate and sensitive action.

45-2. An employee may grieve an incident of sexual harassment or file a complaint of discrimination regardless of whether the incident results in the loss of an economic or employment benefit.

Article 46 WASTE, FRAUD AND ABUSE

46-1. The Union agrees to support the Employer in its efforts to eliminate waste, fraud and abuse; to conserve energy, materials and supplies; to improve safety, security practices and environmental working conditions; to combat tardiness, absenteeism, and other practices which hamper efficiency; and to encourage the submission and implementation of improvements and cost reduction ideas.