

# **AGREEMENT**

Between

**U.S. ARMY CORPS OF ENGINEERS  
ST. LOUIS DISTRICT**

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS  
(IBEW)  
LOCAL 350**

## **PREAMBLE**

This Agreement is made in consonance with Title VII of the Civil Service Reform Act of 1978, hereinafter referred to as the Act, by and between the St. Louis District, U.S. Army Corps of Engineers, hereinafter referred to as the Employer, and the International Brotherhood of Electrical Workers, Local 350, hereinafter referred to as the Union, for the employees of the described unit, hereinafter referred to as the Employees.

## **WITNESSETH**

In consideration of the mutual covenants herein set forth, the parties intending to be bound agree as follows:

It is the intent and purpose of the parties to promote and improve the efficient administration of the Federal Service and the well being of the Employees relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and adjustment of matters of mutual interest. Where the language in this Agreement refers to specific duties as responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled.

## **ARTICLE 1**

### **EXCLUSIVE RECONGNITION AND COVERAGE**

(A) Exclusive Recognition - The Employer recognizes the Union as the exclusive representative of the Employees in the unit described below and agrees that all new employees hired or transferred into the bargaining unit shall be informed by the Employer of their rights to join or to refrain from joining the Union.

(B) Unit - All Clarence Cannon Power Plant employees employed by the Department of the Army, St. Louis District, Corps of Engineers. This unit excludes temporary employees, officials, supervisors, all professional employees and all clerical personnel.

## **ARTICLE 2**

### **DEFINITION**

The word “emergency” means a temporary condition posing a threat to human life or property including the reliability and integrity of the Cannon Power Plant.

## **ARTICLE 3**

### **RIGHTS OF EMPLOYEES**

(A) The parties agree that Employees shall have, and shall be protected in the right, freely and without fear of penalty or reprisal, to form, join and assist any labor organization, or to refrain from any such activity.

(B) Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

(C) The Employer shall take action consistent with law or regulation, as may be required, in order to inform Employees of their rights and obligations, as prescribed in the Civil Service Reform Act of 1978, and this Article.

(D) An employee is accountable for the performance of assigned duties and compliance with Standards of Conduct for Federal Employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she seems fit, except where it adversely impacts their job performance. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority.

(E) No employees will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, and marital status, physical handicap or lawful political affiliation.

(F) An employee shall not be disciplined or discriminated against by the Employer because he/she has filed a complaint or given testimony under applicable laws, the negotiated grievance procedure or any other available procedures for redressing wrongs to an employee.

#### **ARTICLE 4**

##### **MANAGEMENT RIGHTS AND RESPONSIBILITIES**

(A) Subject to Section (B) of this article, nothing shall affect the authority of management officials --

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and in accordance with applicable laws --

(a) to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer operations shall be conducted.

(c) with respect to filling positions, to make selections for appointments from --

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(d) to take whatever actions may be necessary to carry out the agency mission during emergencies.

(B) Nothing in the article shall preclude the Employer and the Labor Organization from negotiating --

(1) at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods and means of performing work;

(2) procedures which management officials will observe in exercising any authority under this section; or

(3) appropriate arrangements for employees adversely affected by the exercise of any authority under this article by management officials.

#### **ARTICLE 5**

##### **MATTERS SUBJECT TO NEGOTIATION**

(A) Matters appropriate for negotiation between the parties shall include policies and practices affecting working conditions which are within the authority of the Employer. Such subjects may

include, but are not limited to, various aspects of occupational health and safety, employee training, labor management cooperation, employee welfare and services, method of adjusting grievances and appeals which arise over the interpretation and application of the agreement, granting of leave, promotion plans, demotion practices, and reduction in force practices.

(B) In prescribing regulations relating to personnel policies and practices and working conditions, the Employer will have due regard for the rights of the Labor Organization. However, these rights do not include the right to meet and confer with respect to all the provisions of Article 3 of this contract.

(C) It is further recognized that this agreement is a “living document” which means that the fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to discuss with the other, matters not specifically stated herein. In recognition of this fact, the Employer and the Labor Organization agree that when substantive changes to working conditions are proposed, the Employer will notify the Labor Organization of the proposed change in a timely manner. If requested by the Labor Organization within 48 hours, the Employer and the Labor Organization will negotiate as to the procedures management will use to implement the change and/or arrangements for employees who are adversely affected by the change. The Employer may implement a change to working conditions unilaterally if no response is received from the Labor Organization after 48 hours has elapsed or when an emergency exists or failure to make the change will unduly disrupt the Employer’s operations.

## **ARTICLE 6**

### **LABOR ORGANIZATION REPRESENTATION**

(A) The Labor Organization shall supply the Employer in writing and shall maintain with the Employer on a current basis, the name of the authorized steward, and alternate.

(B) The Employer agrees to recognize the officers and duly designated representatives of the Labor Organization and shall be kept advised in writing by the Labor Organization of the names of its officers and representatives.

(C) The Employer agrees to recognize the shop steward duly authorized by the Labor Organization. There shall be no more than one (1) steward; when the regular steward is to be absent, an alternate will be designated. Written notice, as to who the alternate is will be furnished to the Operations Manager or his designee, if the absence is anticipated to be three (3) days or more.

(D) Representational rights of the employee and the Labor Organization are defined in the following paragraphs. The exercise of the rights to request or deny Labor Organization representation in these paragraphs is the responsibility of the employee.

(1) The Labor Organization representative has the right to attend formal discussions between the supervisors and bargaining unit employees when the subject concerns a grievance or

a personnel policy or practice or other general conditions of employment which affect employees in the unit.

(2) If the employee requests representation, a Labor Organization representative then has the right to be present during the examination of a bargaining unit employee in connection with an investigation when (a) the meeting involves the questioning of an employee as part of an inquiry to ascertain facts; and (b) the examination is conducted by an agency representative; and (c) the employee reasonably believes disciplinary action against him may result.

(3) A Labor Organization representative does not have the right to be present at meetings between supervisors and bargaining unit employees on individual employee matters such as counseling sessions and discussions or individual job performance and meetings to deliver work instructions or discuss work assignments.

(E) The Labor Organization agrees that the conduct of those activities concerned with internal management of the Labor Organization or membership meetings, solicitation of membership, collection of dues, campaigning for Labor Organization officers, conduct of elections for Labor Organization officers, conduct of elections for Labor Organization offices, and distribution of literature will be while in non-duty status.

(F) The Employer agrees that negotiations with the Labor Organizations normally will be conducted during regular working hours. Official time shall be granted in any amount the Employer and the Labor Organization agree to be reasonable, necessary, and the public interest.

(G) Authorized Local and International Organizational representatives will be permitted to visit any installation to carry out functions within the scope of their official responsibility to the employees. Such authorized personnel will contact the Operations Manager or his designee prior to such visitation, and immediately upon arrival at the installation will contact the Operations Manager or his designee.

(H) Reasonable official time will be granted to Labor Organization representatives for representational activities (investigating and processing grievances; arbitration proceedings; labor-management meetings; classes which management finds mutually beneficial, etc.). Request for official time of four (4) hours or less may be verbal, the approval authority for requests of less than four (4) hours shall be the immediate supervisor or designee. A response to these requests will be provided within one (1) hour of the request. Requests for official time for four (4) hours or more shall be submitted in writing in advance to the Operations Manager or his designee. The request shall specify the purpose of the proposed use and the estimated amount of the time to be used. Response to these requests will normally be provided within one (1) workday but not to exceed three (3) workdays. Approval or disapproval of management shall be noted on the Labor Organization's request. Normally, all requests will be approved unless they do not meet the above stated criteria of official time, or interfere with the accomplishment of essential work. If a request must be denied because of essential work, a mutually acceptable alternate time will be established.

**(I)** The Employer recognized that facilitation of communications between the Employer and the Labor Organization is helpful in the interest of effective labor-management relations. The Labor Organization is therefore authorized telephone contact between the Labor Organization Business Manager and Labor Organization Steward. The Labor Organization Business Manager is further authorized to communicate with personnel in the St. Louis District office. Telephone contact must be made by the most economical and available telephone system. The cumulative time of all telephone calls (commercial and Government-owned system) from the project is restricted to sixty (60) minutes per billing month. Before making a telephone call, the Steward will obtain release from his/her work leader and obtain permission to make the call from the Operations Manager or his designee. In requesting permission, the Steward will state the general reason for the call. In no case may the telephone system be used for the conduct of internal Labor Organization business. Telephone calls and duration of the calls will be documented on the Report of Authorized Official Toll Telephone Calls (DA Form 300). Such documentation will be provided to the Operations Manager or his designee at the end of each billing period.

## **ARTICLE 7**

### **VOLUNTARY ALLOTMENT/RECVOATION OF UNION DUES**

**(A)** The Central Payroll Office of the Employer will deduct Union dues from the pay of all eligible employees who voluntarily authorize such deductions and who are employed within the unit for which the Union holds exclusive recognition, in accordance with the provisions set forth herein.

**(B)** Union dues are the regular, periodic amounts required to maintain a member in good standing in the Union. Initiation fees, back dues, fines or assessments are not considered dues. Dues will not be withheld for any pay period in which the employee's net salary, after other legal and required deductions is insufficient to cover the amount for dues. It shall also be understood that there will be no deduction for Union dues to cover a pay period when an employee is in non-pay status for the entire period.

**(C)** The Union will procure Standard Form (SF) 1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

**(D)** The President or other authorized officer of the Union will certify each SF-1187, insert the amount to be withheld, and submit the completed SF-1187 to the Human Resources Office (HRO).

(1) Allotments will be effective at the beginning of the first full pay period after receipt of SF-1187 by the Central Payroll Office.

(2) The President or other authorized Officer of the Union shall notify the HRO, in writing, when a member of the Union who is having dues withheld is expelled or suspended from Union membership.

(E) The President or other authorized Officer of the Union shall notify the Central Payroll Office and HRO thirty (30) days prior to the Union's dues structure changes. The change shall be effected at the beginning of the first full pay period after the date stated in the advance notice, or a later date if requested by the Union, such changes shall not be made more frequently than once in any calendar year.

(F) The Employer agrees to have the Central Payroll Office prepare biweekly remittance checks at the close of each pay period for which deductions are made and forward them to the financial officer of the Union, the checks will be for the total amount of dues withheld for that pay period.

(G) A dues paying member may voluntarily revoke an allotment for the payment of dues by filling out a SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it to the HRO thirty (30) days prior to the revocation date as stated in the following.

(H) Revocation will become effective as of the first full pay period following the employee's first anniversary date of dues withholding and 1 March annually thereafter. The District HRO will send to the Union a copy of each written revocation received. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

(I) The Employer will terminate an Employee's Union dues for any of the following reasons:

- (1) Death, retirement or separation from the Federal Service of an employee.
- (2) Promotion or reassignment to a position not included in the bargaining unit.
- (3) Loss of Exclusive Recognition by the Union.
- (4) When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.

## **ARTICLE 8**

### **SAFETY AND OCCUPATIONAL HEALTH**

(A) The Employer will provide and maintain safe working conditions and the Labor Organization will cooperate to that end and encourage the employees to work in a safe manner.

(B) No employee shall be required to work in areas where conditions exist detrimental to health as determined by the Project safety committee until such conditions have been removed or remedied by use of proper protection or safety equipment. Employees must immediately notify employer of any known unsafe working condition(s).

(C) The local implementation of EM 385-1-1, Safety and Health Requirements Manual and Control of Hazardous Energy EM 385-1-1 (formerly called Safe Clearance Procedures); Electrical, Mechanical, Pressure and Hazardous Equipment shall be examined periodically, evaluated and adjusted as management deems necessary.

(D) No employees shall be required to perform work that may constitute a risk of personal injury to himself or a risk of damage to equipment without being accompanied by another employee.

(E) Occupational Health physical examinations will be administered per the recommendation of the Safety Office and applicable regulations.

## **ARTICLE 9**

### **WAGE DETERMINATION**

Employees paid from Corps of Engineers Special Power Rate Schedules shall be paid, beginning the effective date of each annual wage survey in the region, wages as determined by the Department of Defense Wage Fixing Authority in accordance with PL 97-257.

## **ARTICLE 10**

### **HOURS OF WORK AND BASIC WORK WEEK**

#### **(A) Basic Work Week and Tour of Duty**

(1) An administrative work week is a period of 7 consecutive calendar days used as a unit in computing pay. It consists of the regularly scheduled tour of duty and the regular days off. The administrative work week is identical to the calendar week beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday.

(2) Basic work week means the 40 hour work week established for full-time, non-shift employees and will be eight hours per day, Monday through Friday. The basic work week may be altered to allow for an alternate work schedule (AWS).

(3) Tour of duty refers to the hours of the day, and the days within the administrative work week, fixed in advance during which an employee is required to perform service on a regular repetitive basis.

(4) Management will make every effort to avoid a situation where an individual would be required to work consecutive shifts that fall within two separate workdays.

(5) The number of employees to be assigned to a shift during an emergency will be determined by management. Two employees will be on shift, where appropriate, during emergencies.

**(B) Meals**

(1) An unpaid lunch period of at least 30 minutes will be taken daily normally between 1130 and 1200 but may be delayed or moved ahead as workload requires.

(2) When an employee is required to work more than two (2) hours beyond the regular scheduled shift, generally the benefit of a rest period is provided. The rest period may not exceed 15 minutes during any 4 hours of continuous work. An unpaid meal period may be provided upon request from an employee and approval by the supervisor.

**(C) On Call Duty Status**

(1) Any employee who is required by his supervisor to remain on the employer's premises or so close thereto that he cannot use the time effectively for his own purposes is considered to be on duty and will be paid in accordance with applicable regulations.

(2) Any employee who is required by his supervisor to remain on the employer's premises due to inclement weather or emergency is considered in a duty status while performing productive work.

**ARTICLE 11**

**OVERTIME WORK**

**(A)** If a particular work situation or emergency exists requiring overtime, each employee will work as required. If all qualified personnel are not needed, due consideration shall be given to employees with a pressing need to be excused.

**(B)** No full-time employee shall be laid off during the regular shift hours in his basic work week solely to compensate for or offset overtime hours worked or to be worked outside of his regular work shift or basic work week.

**(C)** There will be no 12 hour limitation work rule for the purpose of avoiding payment of premium pay.

**(D)** An employee shall receive at least two (2) hours pay at the applicable rate if called to work, even if his services cannot be utilized for two (2) hours. Any employee called in to work outside his basic work week may be excused upon completion of the job which he was called in to perform. However, if another event occurs affecting power production, unit availability, essential plant equipment or which would damage such equipment, the employee on callback who had not yet been dismissed would be required to perform that work. The additional work will not be considered as another "callback" for pay purposes. Overtime duty which continues into a regular shift without a break does not entitle the employee to call-back pay.

**(E)** Annual leave will not be used to create overtime.

(F) Employees who work on a n official holiday are entitled to pay at the rate of their basic pay plus premium pay as determined by the Department of Defense Wage Fixing Authority per Public Law 97-257.

(G) Overtime will be paid in accordance with prevailing laws and regulations.

(H) Phone consultations will be considered as hours of work only when the consultation is work-related (e.g., troubleshooting equipment essential to power generation). The beginning and ending time, and reason for the call, will be documented in the log book. Time spent in telephone consultations will be credited in 15 minute increments. When the consultation is performed in other than the full increment, odd minutes will be rounded up or rounded down to the nearest full increment. If the consultation results in a callout, payment will only be made for the callout; no additional compensation will be made for the phone consultation.

## **ARTICLE 12**

### **ASSIGNMENTS AND WORK RULES**

(A) Environmental or hazard differentials will be paid to power plan employees for irregular or intermittent duty involving unusually severe working conditions or hazards according to established schedules, in accordance with applicable regulations.

(B) In the interest of safety, the employer shall furnish employees all tools and safety equipment of a “good” quality in accordance with applicable regulations. Employees will be required to adhere to property management procedures. This paragraph is to be construed as, but not necessarily limited to hand tools, testing equipment, and safety equipment, such as welder hoods, helmets, gloves, safety belts, body belts, safety shoes and boots. Employees not wearing prescribed safety equipment will be subject to disciplinary action.

(C) Prescription safety glasses will be furnished in accordance with District policy and regulations where they will provide more suitable protection than either goggles or face shields. They should be issued as personal property but normally should be kept at the employee’s duty post. Employees who are separated or transferred may retain the glasses.

(D) Employees shall not be required to attend at their place of work, on their own time, meetings called by supervisory personnel for the purpose of discussing official activities of the employer. If the employee is required to attend meetings, conferences, safety classes, etc., the time so spent in such meetings shall be considered as time worked. It is not in violations of this agreement for employees to attend safety meetings on their own time.

(E) An employer appointed chain of command of power plan personnel will coordinate between the power plant and the Operations Manager or his designee, Water Control, Truman Dam, during times of emergency and abnormal conditions.

(F) Management reserves its right to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.

If, during the term of this contract, the courts render a definitive decision concerning these rights relating to Title 5, Section 7106(a)(2)(b), the decision will be incorporated into the contract.

(G) Annual to semi-annual meetings will be held between the Labor Organization with management, to maintain a good working relationship and to allow for a free exchange of ideas. Such meetings will be arranged by the Labor Organization President.

### **ARTICLE 13**

#### **HOLIDAYS**

(A) An employee shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays designated by Executive Order. All holidays shall be compensated for in accordance with pertinent regulations.

(B) Employees who desired to observe religious holidays of their faith will be granted annual leave, leave without pay, or compensatory time in accordance with pertinent regulations.

### **ARTICLE 14**

#### **ANNUAL LEAVE**

(A) Employees shall earn annual leave in accordance with applicable laws. Normally, approval of an employee's request to take annual leave shall be granted when he has given his supervisor a reasonable notice. Approval of annual leave for extraordinary reasons will be granted on an individual basis.

(B) Employees will not be required to take leave of any kind to make up the absence of regular hours, because of schedule changes.

(C) There will be no restrictions on annual leave being taken during the same pay period in which overtime has been worked. Liberal leave may be granted after periods of prolonged overtime.

(D) Early in the calendar year the employees will present their forecasted leave requests so that the Employer can prepare a leave schedule in order to ensure an adequate force is present at all times and that employees will not forfeit leave.

### **ARTICLE 15**

#### **SICK LEAVE**

(A) Employees shall earn and be granted sick leave in accordance with pertinent Employer regulations.

**(B)** Approval of sick leave will be granted to employees when they are incapacitated for the performance of their duties, and when they request it as soon as possible (normally within two (2) hours after start of shift) directly from the Assistant Operations Manager or his designee. Sick leave may be approved for visits to physicians and surgeons, dentists, practitioners, opticians, and for the purpose of securing diagnostic examination and x-rays. Requests for prearranged appointments should be submitted as far in advance as possible.

**(C)** Advance sick leave may be granted to employees in accordance with pertinent District regulations. The amount of sick leave advanced to an employee's account may never exceed 240 hours at any time.

**(D)** Employees shall not normally be required to furnish certification of illness to substantiate requests for approval of sick leave. If sick leave exceeds three (3) days continuous duration, employees may be required to furnish a medical certification.

**(E)** If an employee is suspected of abusing sick leave privileges, the Employer will notify the employee in advance (normally in writing) that medical certification will be required to support a future granting of sick leave, regardless of duration.

## **ARTICLE 16**

### **ABSENCES**

**(A)** For employees who cannot report for work due to inclement weather or other emergency Act of God situations, the Employer has the discretion to grant administrative leave not to exceed two (2) consecutive days. All employees who report for work and then are sent home by the Employer for inclement weather or Act of God situations shall be given administrative excused absence for such time as the emergency exists, not to exceed two (2) consecutive days.

**(B)** Employees may be granted leave of absence without pay in accordance with applicable laws and regulations depending upon the merits of the individual case. Normally, such leave of absence without pay shall not exceed a period of one (1) year.

**(C)** The Labor Organization may designate employee members as representatives, elected or appointed to a Labor Organization Office, or as a delegate to any Labor Organization activity necessitating a leave of absence, not to exceed ten (10) workdays per year, if determined by management to be consistent with efficient operations and with no detriment to government operations. The Labor Organization will provide written notification through the Assistant Operations Manager or designee at least fifteen (15) days in advance of an employee's anticipated absence, such that the employee may be entitled to use annual leave and/or leave without pay. If requested, the Operations manager or designee will consider an extension of leave up to ten (10) additional working days but may disapprove such extension.

## ARTICLE 17

### **GRIEVANCE PROCEDURE**

(A) Every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

(B) The negotiated grievance procedures shall apply to all grievances. Grievance means any complaint:

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

(2) By any labor organization concerning any matter relating to the employment of any employee; or

(3) By any employee, labor organization or agency concerning:

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

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

(C) Excluded from the grievance procedure outlined in this Agreement are issues which involve:

- (1) A violation relating to prohibited political activities.
- (2) Retirement, life insurance or health insurance.
- (3) A suspension or removal for national security.
- (4) Any examination, certification or appointment.
- (5) The classification of any position which does not result in the reduction in grade or pay of the employee.
- (6) Probationary employee's termination.
- (7) Incentive awards and quality increases.
- (8) Selections for promotions.
- (9) Termination of temporary promotions.
- (10) Accuracy of position descriptions.
- (11) Complaints relating to denial of within-grade increases.
- (12) Reduction in force actions involving change to lower grade, furlough and separation.
- (13) Non-adoption of a suggestion.

(14) The content of policies or regulations promulgated or actions taken and processed at a higher level than the Employer.

(15) Allegations of mismanagement.

**(D)** Nothing in this Article shall prevent employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board or processing any prohibited personnel practice defined in law through the statutory appeals process, provided that the employee has not filed a formal grievance on the matter in accordance with this agreement.

**(E)** The following procedures are established for the resolution of grievances:

(1) **Step #1 – Informal Grievance** – The informal grievance shall first be presented by the grievant and his representative or Steward (if requested by grievant) to the Assistant Operations Manager. The informal grievance must be initiated within fifteen (15) calendar days of the incident which gave rise to the grievance. Within ten (10) calendar days after the oral presentation of the grievance, the Assistant Operations Manager will render an oral decision, making every effort to ensure that it is clearly communicated and understood. The grievance should be resolved orally at this step whenever possible. If the grievance is not resolved orally, the grievant, or his representative, must present the grievance in writing within five (5) days to the Assistant Operations Manager who must respond in writing within ten (10) calendar days. If the grievant does not receive the written decision within the ten (10) day limit, he can proceed to Step #2 without further delay.

(2) **Step #2 – Formal Procedure** – A written grievance must be filed with the Operations Manager within seven (7) calendar days of the conclusion of Step #1. The Operations Manager will set up a meeting between himself, the grievant, the grievant's representative, (if requested by the grievant), and the Assistant Operations Manager. This meeting shall take place as soon as possible, but no later than ten (10) calendar days after the initiation of the Step #2 procedures. However, if in the course of the Operations Manager's review of the grievance, and prior to the expiration of the ten (10) calendar-day period cited above, it is determined that the grievance should be sustained, he/she may issue a written decision accordingly and no meeting will be held. If the grievance is not settled to the satisfaction of the grievant, he/she will state on the written decision why he/she disagrees and proceed to the next step of these procedures.

(3) **Step #3** – The grievant may, within seven (7) calendar days after receipt of the Step #2 written decision, or the deadline for receipt, whichever is earlier, present his grievance in writing to the Chief, Construction-Operations Readiness Division (Con-Ops) who has full authority to act for the District Engineer. The written decision from Step #2, if received, shall be attached. The Chief of Con-Ops shall, within twenty (20) calendar days of receipt of the grievance render the written decision. Failure to render a decision within the 20 day time period shall allow the Union to proceed to Step #4 without further delay.

(4) **Step #4** – If dissatisfied with the decision reached in Step #3 or if no decision is given, the grievant may request the Union to refer the grievance to arbitration in accordance with the provisions of this agreement. A request by the Union for arbitration shall be valid only if signed

by the Union President or Acting President and submitted within ten (10) calendar days of the Step #3 decision or expiration of the time limit for the decision, whichever is earlier. If the Union requests arbitration, it shall obtain a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall meet within seven (7) calendar days after the receipt of the list to select an arbitrator on the list or not on the list. If they cannot agree they shall flip a coin to determine which party shall strike the first name from the list of arbitrators. The parties will then alternately strike names from the list until only one arbitrator remains and this shall be the only and duly selected arbitrator. The union may withdraw the grievance at any time prior to the actual convening of a hearing will be borne equally by both parties on all matters referred to arbitration. The date of the hearing will be as mutually agreed to by both parties and will be held on the set date unless the parties agree to another date. However, if one party chooses to cancel the arbitration, that party will pay any arbitration cancellation fees.

## **ARTICLE 18**

### **DISCIPLINARY ACTIONS**

(A) In All cases of suspension or discharge by the Employer against any employee covered by this agreement, the employees shall be furnished one (1) additional copy of the decision to effect the suspension or discharge. If the employee desires, he can give the extra copy to his Labor Organization representatives. The extra copy will be so noted.

(B) The employee will be informed in writing in advance of any disciplinary actions that may be taken against him, if the action involves suspension, demotion or removal. Such notice will advise the employee of his rights to representation by the Labor Organization.

(C) If the employee requests representation, a Labor Organization representative shall be given the opportunity to be present with the employer and one or more employees in the unit or their representatives concerning: (1) any disciplinary action or (2) any examination of an employee in the unit by a representative of the Employer in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee. If the employee initially declines representation, he may at any time during the proceedings request representation. The exercise of the rights to request or deny Labor Organization representation is the responsibility of the employee.

## **ARTICLE 19**

### **MERIT SYSTEM**

All personnel actions involving promotion shall be consonant with merit system principles. The Employer will ensure that all qualified applicants have equal opportunity for promotion.

## **ARTICLE 20**

### **REDUCTION IN FORCE AND RE-HIRING**

- (A) The Employer agrees to give a minimum of sixty (60) days of advance notice of contemplated reduction in force accordance with applicable regulation.
- (B) All reductions in force will be made in accordance with the rules and regulations which provide for such considerations performance ratings, veterans' preference and creditable service and the provisions of this agreement.
- (C) Any career or career-conditional employee who is separated by reduction in force shall be placed on a reemployment priority list, and such employee shall be given consideration for reemployment in accordance with the rules and regulations.
- (D) The Employer agrees to consult with the Labor Organization on procedures used to accomplish reductions in force affecting members of the bargaining unit.

## **ARTICLE 21**

### **TRAINING AND RE-TRAINING PROGRAM**

- (A) The Employer agrees insofar as appropriate training programs available, to provide training in accordance with applicable regulations subject to budgetary limitations.
- (B) The supervisor, in consultation with an employee during the annual performance appraisal discussion, will determine formal and/or on-the-job training needed in the major functions and/or duties of his position. Training needs will be itemized on the Individual Development Plan. During the performance appraisal discussions, the previous year's Individual Development Plan (IDP) will be reviewed. Completed training will be indicated on the current IDP. If training was not completed, an explanation, an explanation must be provided.

## **ARTICLE 22**

### **CHANGES IN JOB DESCRIPTIONS**

- (A) Employees are freely and fully accorded the right and opportunity to request a review of what they may consider to be inequities in the title, series, code, grade, or pay category of their position. Employees may exercise this right without restraint and without fear of subsequent prejudice.
- (B) OPM has established a separate pay plan code (WB) for power plant positions. No standards are used to evaluate these positions as the pay rates are set for each position by local full-scale wage surveys which determines the Federal Wage System pay scales. Employees may not appeal OPM position classification and job-grading standards, DA classification guidance, or wage schedules and rates.

(C) Questions concerning the adequacy of the job description and scope of assigned duties should be resolved informally between the employee and supervisor, when possible. If satisfactory resolution cannot be reached, the matter may be directed for review to the Human Resources Office. Any position changes made by the supervisor and submitted to the Human Resources Office will be forwarded to the Department of Defense Civilian Personnel Management Service, Wage Setting Division, for their required review and approval. That office must approve all changes in the classification of jobs on the power plant schedule and the addition of other jobs to the schedule.

### **ARTICLE 23**

#### **CONTRACTING OUT**

(A) When it is determined that in-house work will be contracted and that such action will adversely affect the unit employees, the Employer will meet and confer with the Labor Organization if requested, concerning the impact on employees. The Employer agrees to take all reasonable action to minimize any adverse impact on employees if their work function is converted to a contract operation.

(B) When an initial decision to contract out is announced, the Labor Organization will be notified. The Employer will make available for Labor Organization review detailed supporting data and the name of the contractor.

### **ARTICLE 24**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

(A) The Employer and the Labor Organization agree to vigorously promote affirmative action programs in providing equal employment opportunity for all persons, to prohibit discrimination because of race, color, religion, sex, national origin, age, handicapping condition, marital status or political affiliation, and to promote the full realization of EEO through a positive and continuing effort with particular emphasis being on minority groups and women.

(B) The Employer agrees to provide the union a copy of the annual Affirmative Employment Plan Accomplishment Report and update.

### **ARTICLE 25**

#### **CIVIC RESPONSIBILITIES**

(A) When an employee is called for jury duty or judicial proceedings as defined in applicable regulations, the Employer will pay him at his basic rate for the time necessarily lost from his normal work schedule for such purpose. Any compensation or fees received for the performance

of such duty on scheduled work days will be paid to the Government in accordance with appropriate regulations.

(B) If the employee is called for judicial proceedings, he shall promptly notify the Employer in order that arrangements may be made for his absence from the activity.

(C) The employee will present to the Employer a signed jury service time card or other satisfactory evidence of the time served on jury or judicial proceedings.

(D) Employees scheduled to work on any election day who are eligible to vote in such election shall be granted time for voting in accordance with applicable regulations.

(E) The Labor Organization agrees to support the program to improve the Corps of Engineers' image by action, dress and appearance.

## **ARTICLE 26**

### **DURATION AND EXTENT OF THE AGREEMENT**

(A) The effective date of this Agreement shall be the date it is signed by the parties, subject to the approval of the Department of Defense (DOD) in accordance with Title 5, USC Chapter 71. It shall remain in effect for three (3) years. The Agreement shall be renewed for an additional three (3) year period on each third anniversary date thereafter, unless, between one hundred five (105) and sixty (60) calendar days prior to any such date, either party gives written notice to the other of its desire to renegotiate the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

(B) This Agreement may otherwise be amended or supplemented only upon mutual agreement of the parties to do so. Each request for such proposed supplement or amendment must be submitted, in writing, and must be accompanied, in writing, by the reason for the need or desirability for such changes. Within forty (40) days after mutual agreement to negotiate such amendment or supplement, the negotiating teams shall meet for such purpose; such amendment or supplement ultimately agreed upon shall be effective upon the date signed by the parties, subject to the approval of the DOD.