

Union Agreement

National Federation of Federal Employees

Local No. 386

Tulsa, OK

Designated Changed June 9 2000 to:

International Federation of Professional and Technical
Engineers (IFPTE)

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Preamble

Pursuant to policy set forth by the Civil Services Reform Act (CSRA) of 1978 regarding Federal labor-management relations, the following articles of this basic agreement, together with any or all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the Tulsa District, Corps of Engineers, hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 386, hereinafter referred to as the Union.

Article 1

Coverage

Section 1. Recognition: The parties recognize that both negotiation and administration of all matters covered by this agreement and supplementary agreements are governed by Civil Service Reform Act of 1978, as the provisions of applicable Federal rules and regulations. That said recognition is based on the Certification of Representative, dated 19 February 1971.

Section 2. Unit: The Unit to which this agreement is applicable is defined as: all nonsupervisory, nonprofessional employees of the U.S. Army Corps of Engineers, Tulsa District Office. Excluded are: management officials, supervisors, professionals, employees engaged in Federal Personnel work in other than a purely clerical capacity, all nonsupervisory employees engaged in core drill operations, and guards.

Article 2

Purpose

Section 1. Scope: This agreement is based on the desire of the Union and the Employer to work toward the common goal of accomplishing the mission and bettering the working environment of the activity. The purpose of this agreement is to:

- a. Identify the parties to the agreement;
- b. Establish policies, procedures and methods that will hereafter govern the working relationships between the parties; and
- c. Indicate the nature of the subject matter of proper mutual concern.

The provisions of this agreement shall govern where there is a conflict with policies and regulations originated and established by the Employer. However, matters governed by Department of the Army rules or regulations, laws, or Executive Orders that conflict with this agreement will be controlling.

Section 2. Intent: It is intended that this agreement will meet the following objectives:

a. Insure employee participation in the formulation and implementation of personnel policies and practices and matters affecting working conditions.

b. Promote systematic employee-management cooperation;

c. Facilitate the adjustment of grievances and appeals;

d. Establish duration of the agreement and provide for negotiation of renewal and supplements to the agreement.

Article 3

Definitions

Section 1. The following definitions of terms used in this agreement shall apply:

a. Adverse Action: A removal, suspension of more than fourteen days, reduction in grade/or pay, or furlough for thirty days or less.

b. Appeal: Written request by an employee for reconsideration of an adverse action defined in (a) above.

c. Authority: The Federal Labor Relation Authority established by the Civil Service Reform Act of 1978.

d. Confidential Employee: An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

e. Clarification of Unit: Any changes in the Unit will be by clarification of Unit (CU) petition.

f. Disciplinary Action: Any oral or written reprimand or suspensions of fourteen days or less.

g. Employer: The Tulsa District, Corps of Engineers.

h. Grievance under Negotiated Grievance Procedure: A grievance means any complaint:

(1) By any employee in the Unit concerning any matter relating to the employment or working condition of the employee;

(2) By the Union concerning any matter relating to the employment or working condition of any employee; or

(3) By any employee in the Unit, the Union, or the Employer concerning:

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

(b) any claim violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment, regulation of higher authority and other appropriate authorities.

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

j. Impasse: Failure or inability of the parties in negotiation to reach agreement on one or more negotiable matters.

k. Management Official: An individual employed by an agency in a position which requires or authorizes the individual to formulate, determine, or influence the policies of the agency.

l. Negotiability Dispute: A disagreement between the parties as to the negotiability of any item.

m. Negotiations (Collective Bargaining): Negotiation is essentially a process of communication and joint effort to develop policies relating to terms of employment, working conditions, and personnel policies and practices with the view toward arriving at a formal agreement.

n. Observer: A representative of the Union or Employer who is authorized to attend but not participate officially in a meeting.

o. Official Time: For the purpose of contract administration, official time is defined as time occurring during the regular scheduled hours of work of the employee at Employer's offices. This includes regular scheduled hours under approved compressed or other alternative work schedules, in accordance with applicable laws. Where shift work and/or 7-day manning is involved, official time is the scheduled hours of work peculiar to the individual involved. Any activities performed by Unit employees relating to internal Union business shall be performed during non-duty hours.

p. Representative: A person empowered to act in a specific capacity in behalf of the Employer, an employee, or the Union.

q. Steward: A person appointed by the Union for the purpose of consulting with Management and providing Union services to all personnel of the Unit.

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

s. Supplement: Additional articles, negotiated during the term of the basic agreement to cover these articles which were not adequately covered.

t. Suspension: The placing of an employee, for disciplinary reasons, in a temporary status without duties and pay.

u. Union-Management Meetings: Meetings which are held for communication and exchange of views with the intent of agreeing on matters of mutual interest.

v. Union Official: Any accredited National Representative of the Union and the duly elected or

appointed officers of the Local, including Stewards appointed in accordance with the provisions of this agreement.

Article 4

Rights of the Employer (Management Rights)

Section 1. Policy: In the administration of all matters covered by this agreement, Employer and employees are governed by existing or future laws and any Government-wide rules or regulations, including policies set forth in the Federal Personnel Manual; by published controlling agency policies and regulations in existence at the time this agreement was approved; and by subsequently published agency policies and Government-wide rules or regulations authorized by the terms of a controlling agreement at a higher agency level.

Section 2. Management Rights: Nothing in this Article shall affect the authority of the Employer:

a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency and,

b. in accordance with applicable laws,

(1) to hire, assign, direct, lay off, and retain employees in the agency, or to 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, and to determine the personnel by which agency operations shall be concluded;

(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; and

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

Section 3. Negotiations: The parties agree to negotiate appropriate arrangements for employees adversely affected by the exercise of any authority under Section 7106 by such management officials.

Article 5

Employee Rights

Section 1. General: Employees in the Unit have the right to be represented by the Union in negotiating with the Employer regarding personnel policies and practices and matters affecting working conditions. No employee will be discriminated against by either Employer or the Union because of race, color, religion, sex, national origin, age, marital status, physical handicap, or lawful political affiliation.

a. The Employer and the Union agree that immediate supervisors may have informal discussions without the presence of Union representatives or observers to discuss with an individual any problems that are personal to him, as to their career development, performance, conduct, etc. Management, at all levels, may hold informal discussions without the presence of a Union representative or observer. Before any such meeting, the employee will be advised as to the nature of the discussion and what information is to be developed. When an employee asks for representation, management will withhold further discussion until that representative is present, Management will inform all District employees annually of the provisions of this section.

b. The right of employees, individually or collectively, to petition Congress or a member of Congress, or to furnish information to either House of

Congress, or to a committee or member therefor, may not be interfered with or denied.

c. This agreement does not prevent an employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action.

d. Any aggrieved employee affected by a prohibited personnel practice under Title 5, U.S.C., Chapter 23, subsection 2302(b) (1), which also falls under the coverage of the negotiated grievance procedure may raise the matter under a statutory procedure or the negotiated procedure, but not both.

Section 2. Union Membership: Employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. Nothing in this Agreement shall abrogate any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Act, this grievance procedure, or any other available procedure for redressing wrongs to an employee.

Section 3. Informing Employees: The Employer shall take such action consistent with laws or regulations, 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.

Section 4. Accountability: An employee is accountable only for the performance of official 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 deems fit. 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.

Section 5. Release of Employee Information: Information regarding bargaining Unit employees will be released in accordance with governing rules, laws, and regulations.

Section 6. Consultation Rights: Employees have the right to consult with a Union official, EEO Counselor, Safety Office, or a representative of HRO (Human Resources Office) when they feel their rights under this agreement or under any appropriate law or regulation have been violated. The supervisor will grant official time to seek such counsel within the same tour of duty or at the earliest reasonable opportunity.

Section 7. Personnel Folders (201 Files): The Employer recognizes employees' right to see their Personnel Folder upon request to the HRO. Appropriate arrangements as determined by the Human Resources Officer or designee, will be made when requested. The Employer agrees to furnish copies of the applicable FPM and Army Regulations on maintenance of Official Personnel Records to employees upon request.

Section 8. Employee Record Card (SF 7B): Each employee has the right to request and review their 7B cards if maintained by their supervisor.

Article 6

Union Rights and Obligations

Section 1. General: The Employer recognizes that the Union has the exclusive right represent all employees in the Unit in negotiations and joint meetings with the Employer with regard to suggested changes or modifications to established activity personnel policies or regulations. The Employer agrees to negotiate with the Union prior to making any changes in personnel policies, practices, and matters affecting working conditions. Whenever possible, the Employer further agrees to inform the Union of such changes at least thirty days prior to proposed effective date. The Union will furnish a letter of any intent to negotiate within eight days after notification. When changes involve written materials, the Employer will furnish the Union president or his designated representative one copy of such proposed changes.

Section 2. Representation: It is agreed that the Union has the right to negotiate in good faith with the Employer with respect to the impact, and implementation of the future law, rule or regulation regarding general conditions of employment. The Union will be given the opportunity to be represented at formal discussions between the Employer and Unit employees concerning any grievances or personnel policies or practices or other general conditions of employment of Unit employees consistent with the provisions of Section 7114, Title 7, CSRA.

A bargaining unit member may be represented by: (1) a union official; (2) a representative approved by the union resident; or (3) the grievant himself/herself. Where the grievant chooses to represent himself/herself, the Union will be notified. The notification will include the stated violation, and remedy requested. When the decision notice is rendered the Union will be furnished a copy of the decision at the same time as the grievant.

Section 3. Union Officials and Steward:

a. Stewards and a Chief Steward will be appointed by the Union. The Union will be allowed three Stewards per floor in the District Office. The names of Stewards and organizations they serve are to be provided to the HRO within ten days of selection or change thereto. New Stewards will not be given official time off until the HRO is notified, in writing, by the Union President, or designee, of their appointment.

b. Union Officials, including Stewards, as defined in Article 3, Section 1, of this Agreement are 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 bring about prompt resolution of complaints of formal grievances of employees in the Unit. The Employer may reimburse Union representatives for travel expenses incurred in connection with attendance at employee-management meetings only when the activity is in the interest of the Government. Travel expenses will not be paid by the

Employer for attendance at employee organization meetings, conferences, training sessions, or sessions for the purpose of negotiating an agreement.

c. Union Officials shall use the form at appendix A to inform their supervisor(s) as to their mission and report back upon completion of the mission. Permission will be obtained from the Unit employee's supervisor when a Union official desires to confer with a Unit employee in the employee's work area. A reasonable length of time during working hours will be allowed for discussion with local management officials.

Section 4. District Policy: The parties to this agreement recognize the right of the Union to submit comments or views directly to the District Engineer for consideration when changes in District policy are proposed. Meetings will be arranged at the convenience of both parties involved as soon as possible after a request by either party is received, and such request shall indicate the subject matter for discussion. Union initiated proposals for policy changes in established policies or regulations, or resolution of a problem(s) may be presented to the Personnel Officer or his designated representative.

Section 5. Use of Official Time: Union officers and officials, including Stewards, shall be permitted reasonable time during working hours without loss of leave or pay to effectively represent employees in accordance with this agreement. Use of official time will not be limited to the

confines of the activity but will allow the representative to travel in accordance with the needs of the individual case.

a. All contract negotiations shall be conducted on official duty time. This shall include time to prepare and present matters to the Federal Mediation and Conciliation Services and the Federal Service Impasses Panel.

b. Reasonable time for receiving, investigating, preparing and presenting a complaint, grievance or appeal must necessarily depend on the facts and circumstances of each case e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations. Travel and per diem expenses will be paid for representational purposes when management requests Union official presence.

c. The District Engineer or the Deputy District Engineer will meet on an as needed basis with the Union President, or other designated Union official, at a mutually agreed upon time, to discuss issues of interest. Agenda topics will be exchanged at least one day prior to schedule meeting. The parties agree that the Human Resources Officer or designee remains the primary point of contact for the Union in day-to-day union management issues.

d. The Employer will recognize representatives of the NFFE National Office. The Union will provide adequate advance notice to the Employer of such visits.

e. Reasonable time for a Union representative involved in a complaint, grievances or appeal action, shall be the time necessary to complete the proceedings.

f. Eight man-hours annually for preparation of information reports required under 5 U.S.C. 7120 (c), including financial reports and trusteeship reports, shall be accorded to Union officials.

g. A reasonable time to review new policies, regulations, office memorandums, or change to existing ones prior to implementation or negotiations, shall be accorded to Union officials.

Section 6. New Union Officers: A meeting between the newly elected Officers and 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 as soon as possible after election. A member of the Personnel Office will also be in attendance. Official time will be authorized to the Union officials for this meeting.

Section 7. Internal Union Business: Internal Union business, such as attending Union membership meetings, will be conducted during the non-duty hours of the employees involved. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct two membership drives of up to fifteen days duration per year, before and after duty hours, during break periods, and at lunch periods. Facilities, if available,

will be provided by the Employer for membership meetings and drives upon request from the Union.

Section 8. Committees: The Employer will afford an opportunity to the Union to name one representative to District Committees which deal with personal practices, procedures, and working conditions which affect members of the bargaining Unit directly or indirectly and which do not infringe on management rights protected in Section 7106 (a). Committees will include, but not be limited to, ACOE (member), Safety (member), Wellness (member), Incentive Awards (observer), HR QMB (member), EEO, (all EEO committees-member).

Section 9. Restraint: There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this agreement and the CSRA, or against any employee for filing a complaint or acting as a witness under this agreement, the CSRA, or applicable regulations.

Article 7

Negotiations

Selection 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 7, CSRA, and the mission of the Tulsa District. Both parties agree to make every reasonable effort to resolve all difference 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(b) of Title 7, CSRA.

Section 2. Scope: Subjects appropriate for negotiation are conditions of employment as defined in section 7103(a) (14) of Title 7 CSRA. It is understood that the obligation to negotiate does not compel either party to agree to a proposal or to make a concession. No obligation exists for the Employer to negotiate on the reserved management rights set forth in Article 4 of this agreement. The Employer and Union shall negotiate procedures of appropriate arrangement for employees adversely affected by exercising authority under those reserved rights.

Section 3. Negotiability Question: The Union has the right to proceed on a negotiability question to the Federal Labor Relations Authority in accordance with Title 7, U.S.C., Section 7105(a) (2) (E) and the regulations of the authority and Sections 7117 (a) (b) (c) of Title 7, U.S.C..

Section 4. Negotiability Disputes: Reasonable efforts will be made by both parties to resolve disputes as to the negotiability of proposals. If the issue cannot be resolved by the parties, provisions of Title 7 of the Civil Services Reform Act of 1978 may be applied. If the negotiability dispute concerns a rule or regulation, other than a Federal law, Executive Order, or Government wide rule or regulation, provisions of Section 7117(a) and (b), Title 7, CSRA, as applicable on “compelling need” may be applied.

Section 5. Impasses in Negotiations:

a. When the Employer or the Union reach an impasse on a negotiable matter, either or both parties may seek the services of the Federal Mediation and Conciliation Service.

b. Within seven calendar days after either, or both parties, conclude that the services of mediation did not resolve the impasse, either party may seek the services of the Federal Services Impasse Panel, which may direct other methods for resolution of the impasse.

c. The above does not preclude either party from presenting, in the interest of reaching an agreement, a substantive counter-proposal at any stage in this procedure.

d. The cost of third party service, if any, will be shared equally by both parties.

Section 6. Negotiation Procedures: A Memorandum of Agreement will be drawn up when negotiations are authorized under Article 29 which will set forth the ground rules. Each party may have no more than five representatives at any negotiation session. Names will be exchanged when a negotiation time is agreed upon.

Session 7. Changes in Past Practices: Proposed changes in past practices of the Employer shall be recognized as a reason for requesting negotiations if the practice is observed by a majority of Tulsa District employees.

Article 8

Grievance Procedure

Section 1. Purpose: The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. Grievance Definition: A grievance means any complaint:

a. by any employee in the Unit concerning any matter relating to the employment of the employee;

b. by the Union concerning any matter relating to the employment of any employee; or

c. by any Unit employee, the Union, or the Employer concerning:

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

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

d. expect that it shall not include a grievance concerning:

- (1) Any claimed violation relating to prohibited political activities; or
- (2) Retirement, life insurance, or health insurance or
- (3) A suspension or removal for national security reason, Section 3572; or
- (4) The classification of any position which does not result in the reduction in grade or pay of an employee; or
- (5) Nonselective from a group of properly ranked and certified candidates; or
- (6) Written notices of proposed actions which, if effected, would be grieved under this agreement; or
- (7) Termination of temporary employees; or
- (8) A reduction-in-force action appealable under FPM Chapter 351; or
- (9) An action terminating a temporary promotion and returning the employee to the position from which temporarily prompted.

Section 3. Resolution: This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining Unit for resolving such grievances except as provided in Section 4 of this Article.

Section 4. Aggrieved Employees: An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure, but not both. For the purpose of this section and pursuant to Section 7121 (e) (1) of the Civil Service Reform Act, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 5. Disputes: Disputes on the grievability or arbitrable of an issue shall be resolved in accordance with the provisions of this agreement. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure shall be executed at Step 3. Disputes over grievability or arbitrable which are not settled at Step 3 will be referred to arbitration as a threshold issue in the related grievance.

Section 6. Settlement: Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as occasional dissatisfactions and disagreements arise among people in any work situation, the filing of a grievance shall not be constructed as reflecting unfavorably on an employee's good standing,

his performance, or his loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

Section 7. Grievance Steps are as Follows:

(Step 1). The grievance shall first be taken up orally by the concerned employee or Union representative with the appropriate supervisor in an attempt to settle the matter. Grievances must be presented within thirty calendar days from the date the employee or the Union became aware of the grievance. The Union representative must be present if the employee so desires. When an employee(s) present(s) a grievance directly to agency management for adjustment consistent with the terms of this agreement, the Local may have an observer present on official time. The supervisor will give his/her decision within seven working days after the presentation of the grievance.

(Step 2). If the matter is not satisfactorily settled in Step 1, the grievant or Union representative may, within seven work days after receipt of the Step 1 decision, submit the matter in writing to the appropriate supervisor. The appropriate supervisor will meet with the grievant(s) or Union representative within five work days after the receipt of the grievance. The appropriate supervisor shall render a written decision within seven days.

(Step 3). If the grievance is not settled at Step 2 above, the grievant or Union representative may, within seven work days, forward the grievance to the District Engineer for further consideration. The District Engineer will consider the grievance and give the Union representative a written answer within ten work days after receipt of the grievance.

(Step 4). If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to Arbitration. All time limits in this Article may be extended by mutual consent. Failure of the Employer to the time limits shall entitle the Union to advance the grievance to the next step. Failure of the Union to observe the time limits shall constitute termination of the grievance.

Section 8. Union Procedure: Grievances which may impact across organizational lines and involved more than one employee may be submitted in writing by the local president (or designee) directly to the District Engineer within thirty calendar days after receipt of the grievance discuss the grievance. The District Engineer and the Local President will meet within fifteen calendar days after receipt of the grievance to discuss the grievance. The District Engineer shall give the Local President his written answer within fifteen calendar days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally.

Section 9. Employee Availability: As far as administratively practicable, employees will be made available for hearing as witnesses. Employees who serve as witnesses at a hearing are in a duty status during the time they are serving. Witnesses shall be free from restraint, interference, coercion, discrimination, and reprisal. Upon Union request, the Employer further agrees that a verbatim transcript of the entire hearing be made at the expense of the Employer, and that a copy of the transcript or a mutually agreeable summary be mailed or delivered to the employee. Witnesses or other hearing participants who are on other than normal daytime shifts shall have their duty shift changed to the normal daytime shift as necessary for the hearing process.

Article 9

Arbitration

Section 1. Policy: If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within thirty calendar days after issuance of the final decision, may be submitted for arbitration. Only authorized Union or Agency Officials may submit an issue for arbitration.

Section 2. Arbitrator Selection: Within ten working days from the date of receipt of the request for arbitration, the Employer and Union shall meet to select an arbitrator. If the parties cannot agree on an arbitrator, either party may request the Federal Mediation and Conciliation Service to provide a list of five impartial persons qualified to act as arbitrators. The parties shall meet within five working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will alternate in striking one arbitrator's name from the list. The remaining person shall be the duly selected arbitrator. The party to strike first will be determined by the flip of a coin.

Section 3. Power of FMCS: The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event:

a. Either party refuses to participate in the selection or an arbitrator.

b. Upon inaction or undue delay on the part of either party.

Section 4. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 5. Arbitrator's Fees: The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status.

Section 6. Decision: The arbitrator will be requested to render his decision as quickly as possible, but in any event not later than thirty days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 7. Award: The arbitrator's decision shall be binding on the parties. However, either party may file exceptions to a decision with the Federal Labor Relations Authority, under regulations prescribed by the Authority and Section 7122 of the Civil Service Reform Act. The filing of an exception is just basis for delaying

implementation of the decision until the exception is acted upon by the Authority.

Section 8. Disputes: Any dispute over the application of an arbitrator's decision shall be returned to the arbitrator for settlement, including remanded awards.

Section 9. Mutual Agreement: If mutually agreed upon by the parties, arbitration under this Article may be conducted as an oral procedure with no verbatim transcript and no filing of briefs.

Section 10. Hearings: An arbitrator may hear arguments regarding both the arbitrability where necessary, and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

Section 11. Representation: Only the Union or the Employer will decide who represents them under this article.

Section 12. Arbitrator's Authority: The arbitrator shall have the authority to resolve any questions of arbitrability that relates to any grievance under this agreement. When the arbitrator resolves a grievance, he may review, interpret and define any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting the condition(s) of employment at issue. In all other instances, the arbitrator shall have no

authority to interpret and define the terms of this agreement and shall follow the requirements of five United States Code Section 7101 et. Seq. The arbitrator shall have no authority to add, amend or modify any terms of this agreement, district policy or agency regulations.

Article 10

Disciplinary and Adverse Actions

Section 1. General: Disciplinary actions taken against any Unit employee(s) will be based on good cause, be fair and equitable and be consistent with applicable laws and regulations.

Section 2. Coverage:

a. Counseling: The Employer and the Union mutually agree that, when practicable, counseling or verbal admonishment of Unit employee will be done in private. During the counseling session, the supervisor will verbally notify the employee that he/she is conducting a counseling session.

b. Informal Disciplinary Actions: Include oral admonishments and unofficial letters of warning. These actions may be initiated by an employee's supervisor or other appropriate authority. However, neither will be made a matter of record in the employee's official personnel folder. If the supervisor writes a Memorandum for the record (MFR) and/or a notation on the employee's 7B card on an informal disciplinary action, he/she shall provide a copy of that MFR and/or 7B card note to the employee.

c. Formal Disciplinary Actions: Formal disciplinary actions consist of written reprimands, suspensions and removals.

Section 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 an 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 available statutory/regulatory procedures and of his/her right to use the Union grievance procedures. The employee will be given the telephone number of the Union President and Chief Steward. A representative may be selected in accordance with Section 2, Article 6, of this agreement.

Section 4. Notice and Decision: Written 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 shall be advised of his rights to file a grievance in accordance with Article 8 Section 7, (Step 3) of the Negotiated Grievance Procedure. The employee will be advised specifically as

to all details regarding an adverse action and, if a disciplinary action, all details of the offense with which he is charged, that he may understand the action and/or charge and defend himself against it.

Article 11

Dues Withholding

Section 1. Procedure: The procedures for authorizing dues withholding will be as follows:

a. A member in good standing of the Union who is currently employed on a regularly scheduled tour of duty by the Corps of Engineers, is authorized dues withholding at any time during the life of this agreement provided that his regular biweekly salary is sufficient to cover the amount of the deduction.

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

c. All authorizations must be made on Standard Form 1187 approved for this purpose by the Corps of Engineers.

d. The Secretary/Treasurer of the Union Local is responsible for certifying on each member's authorization form as to the amount of employee organization dues to be withheld each pay period before the form is forwarded to the Tulsa District Office. All authorization forms must be sent to the District Engineer, ATTN: Personnel Officer, Tulsa, Oklahoma, for submission to the Central Payroll Office, US Army Engineer District, Omaha, Nebraska.

e. Deductions will be made beginning with the first pay period after the form is received in the appropriate payroll office and will be made in each subsequent pay period until termination as provided herein.

Section 2. Dues Revocation: The revocation and the termination of dues withholding will be as follows:

a. Members may revoke their authorizations at any time; however, if any employee has not been a member of the local for at least one year, the dues revocation will be effective on the first anniversary date of the employee signing the SF-1187. For all other employees, the revocation will be effective on the following 1st March of each year, providing the revocation request is received in the central Payroll Office by 15th February of each year. A Standard Form 1188 may be obtained from the Personnel Office. In revoking dues withholding, a SF-1188 must be completed and forwarded to the local Security/Treasurer, who in turn will forward it to the Personnel Office for further action.

b. Allotments of all members will be automatically terminated when the Union Local fails to maintain eligibility for exclusive recognition. Allotments will be automatically terminated when the allotter is separated from the Federal service; transfers between agencies; moves or is reassigned or promoted to a position outside the Unit for which the Local has been accorded exclusive recognition; or is suspended or expelled from the Local; or when the dues withholding agreement is terminated, suspended, or

ceases to be applicable to the allotter. Deductions will be terminated effective at the end of the pay period in which the termination notice is received in the payroll office.

c. The Secretary/Treasurer of the Union Local will notify the Personnel Office, in writing within ten days when a member of the Local, who has authorized dues withholding and is currently employed by the Corps of Engineers, is expelled or ceases to be a member 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 appropriate payroll office.

Section 3. Changes: Change in dues structure may be made as follows: In the event of a change in the regular dues of the Union Local, the deduction from the salaries of those members who have previously authorized dues withholding will be adjusted upon certification of the dues change by the Secretary/Treasurer of the Local to the Personnel Officer, Tulsa District. This change will be made beginning with the first complete pay period which starts after the certification is received in the appropriate payroll office. A change in deduction under this section may not be made more frequently than once every calendar year.

Section 4. Dues Remittance: Remittance to Local No.386:

a. The remittance of dues withheld will be sent to the Secretary/Treasurer at the following address:

Secretary/Treasurer
NFFE Local 386
Post Office Box 2597
Tulsa, OK 74101

b. The employee organization Local No. 386 is responsible for notifying, in writing, the appropriate payroll servicing officer of any change in name and/or address of the Secretary/Treasurer of Local No. 386. This will be done immediately whenever a change occurs.

c. Each remittance check will be accompanied by a listing of the names of those employees for whom allotments have been stopped.

Article 12

Training Union Officials

Section 1. Union Sponsored Training Sessions: Union Stewards and elected officials may be excused to receive information, briefings, or orientation relating to matters of mutual concern to the Employer and the Union, provided the absence does not affect or jeopardize the accomplishment of work. A block of 250 hours will be provided during each twelve month period for this training. The number of Union officials excused at one time should be reasonable. A written request for administrative leave will be submitted at least ten days in advance by the Union President or their designee to the Personnel Office. The request will describe the duration, purpose, and nature of the training.

Section 2. Employer Sponsored Training Sessions: The Employer agrees to provide necessary training regarding the administration of this agreement. Such training will be directed toward the orientation and briefing of Union and Management Officials.

Article 13

Use of Official and Services

Section 1. Union Facilities: The Employer agrees to provide a designated space of approximately 100 square feet for the Union's use. If available, the Employer agrees to provide a desk, table, three chairs, a filing cabinet, and a computer and printer. The space will have all the normal utilities (heating, air conditioning, electricity, network drop, and telephone service). The Union will pay utility overtime changes.

Section 2. Meeting Space: At the request of the Union, and subject to availability and to safety and security regulations, space will be made available for meetings of bargaining unit members during non-duty hours, provided its use shall not interfere with proper conduct of the Employer's business. The Union will be responsible for the proper care and protection of all Government property, and leaving the facilities in the same condition as found.

Section 3. Bulletin Boards: Two bulletin boards (one in the Snack Bar and one in the secondary building corridor) will be provided for Union use for the display of union literature, correspondence and notices. Such material may be posted without prior approval; however, the Employer reserves the right to post-audit the material and take appropriate action. The Union is fully and solely responsible for the posted material which reflects the initials of the Union President, or their designee, in terms

of accuracy and adherence to ethical standards; and is responsible for any statements made against any individual or organization, to the extent of substantiating the statements (or otherwise answer for their charges) through the courts or other legal proceedings.

Section 4. Internal Mail Service: The mail service of the Employer shall be available for use by the Union for incoming and outgoing mail. The Union agrees to pay the postage on outgoing mail. Intraoffice messenger service may be utilized for communication between officials of the Union but not for intraoffice distribution of Union literature, forms, etc., to other employees. After approval by the Personnel Office, the Union may distribute the following types of messages on the interoffice electronic mail network: a. Monthly meetings announcements. b. General (quarterly) meeting announcements. c. Special events such as a bake sale that are for the benefit of the total Tulsa District Office work force. Electronic mail or desk drops may be used to notify bargaining unit members of the above activities.

Section 5. Lists: Employer agrees to furnish the union, at least quarterly, an up-to-date list of all employees in the Unit, showing name, position title, grade, and official duty station. The Employer agrees to furnish the Union a monthly list of new hires, promotion, reassignment, resignation, transfers, or retirement of employees in the Unit.

Section 6. Policy: Upon request by the Union, the Employer agrees to make available for review, Office of Personnel Management and Merit Systems Protection Board publications, including regulations, supplements, classification standards, activity policy directives, and regulations relative to the Labor-Management Relations Program, to the extent these are available in the Tulsa District Personnel Office or library.

Section 7. Use of Reproduction Machine: The Employer agrees that the Union may use copy machines in the District. Such use will be for representation or administrative purpose only. The Union is responsible for furnishing the paper and using the machine on non-duty time during normal office hours. Any conflicts in such use will be resolved by the Chief, Information Management Office or designee.

Section 8. Wellness: The Employer supports the development of an employee wellness program and further agrees to provide facilities for exercise and fitness purposes. Such facilities may or may not be located on the premises of the Tulsa District Office building.

Section 9. ATM: The Employer agrees to provide space for an Automatic Teller Machine (ATM) for the use of all employees.

Section 10. Outdoor Break Area: The Employer and the Union agree to pursue the issue of obtaining one or more outdoor break facilities for employees of the District Office.

Article 14

Information to Employees

Section 1. New Employees: New employees, as part of their orientation, will be advised of their unrestrained right to joining the Union, that the Union has exclusive recognition to represent employees of the Unit, and of the existence and purpose of this agreement. Once each quarter during duty hours, the Union may request and receive thirty minutes for a meeting with new employees. Employee attendance will be voluntary.

Section 2. Memorandum of Agreement: A copy of this agreement, and any supplements or amendments thereto will be posted by the Employer on official bulletin boards located in the Unit. One copy will be furnished to each supervisor and employee in the Unit, and the Union will be furnished forty copies.

Article 15

Performance Evaluation

Section 1. General: All employees in the bargaining unit will be evaluated under the Total Army Performance Evaluation System (TAPES) on an Evaluation will be accomplished using the Performance Standards, stand-alone objectives, and criteria established in the above Army Regulation.

Section 2. Employee Participation: Employees will participate completion of the Base System Counseling Checklist/Record or Senior System Support Form as appropriate. Employees will be given advance notice of counseling sessions so they may prepare for the sessions and will be allowed preparation time during normal duty hours to prepare for these sessions. Employees may also prepare a list of their accomplishments at the end of the rating period during normal duty hours.

Section 3. Criteria: The Employer agrees to consider the following criteria when appropriate:

Quality – how well it is done

Quantity – how much of it is done

Timeless – how soon/fast it is done

Manner – the way it is done

Method – procedures, policies, technical

Cost – dollars, manpower, time factors.

The parties further agree that DA Responsibilities and Performances Standards and Expectations (Key Points) and Objectives on DA Forms(s) 7222-1 or 7223-1 should distinguish the following factors:

They should be Observable – can be witnessed; concrete definable.

They should be Measurable – can be assessed; evaluated; can distinguish different performance levels.

They should be Achievable – possible to accomplish.

They should express Authority – employee has sufficient authority to accomplish the work.

They should be Reasonable – can be done within a specific time frame.

They should be Related to the Position – measurement is based on key elements and tasks of the job, and not on person-to-person comparisons.

They should be Understandable – clear about what is being measured as well as when and how it will be measured.

The parties agree that Absolute Standards and Absolute Expectations and Absolute Objectives may be appropriate when a single performance failure could result in injury, death, breach of security, or great monetary loss.

Section 4. Raters: The parties agree that, where possible, each employee will have a rater, intermediate rater, and senior rater.

Section 5. Due Dates: The parties agree that the Civilian Evaluation Reports are due in the Human Resources Office within forty-five calendar days from the last day (end) of the employee's rating period.

Section 6. Counseling: In addition to the formal face-to-face performance counseling sessions required by AR 690-400, Chapter 430, the parties agree that raters will conduct face-to-face performance counseling when it is determined that an employee's performance "needs improvement" in one or more responsibilities or objectives. After such a determination, the rater will notify the employee and offer assistance that may include, among other things, formal training, on the job training (OJT), counseling, and closer supervision. If the employee's performance improves to "Successful Level 3" and remains at level for the period provided in the Performance improvement Plan (one year), the all Employer files and records as provided by law, rule, or regulation.

Section 7. Privacy: The parties agree that formal performance counseling sessions between the rater and employee will be conducted in a prudent manner. The matters discussed in such sessions will be held in strict confidence by the rater and others who may have a "need to know" disposition regarding such matters.

Section 8. Performance Plan:

a. The parties agree that the employee's Performance Plan and associated Expectations (Key Points) and Objectives will correspond to the duties reference in the employee's Job Description.

b. The parties agree that the employee will have sufficient time to prepare and an opportunity to discuss the completion of DA Form 7222-1 or 7223-1 prior to signing the form.

Section 9. Values: The parties agree that "DA Ethics and Personal Value(s)" elements that appear on appropriate Evaluation, Support, or Checklist documents will if used—

a. be discussed with rate;
b. bullet narratives are encouraged but not mandatory; and

c. raters are encouraged to use comments as a plus for rate.

Section 10. The parties agree that, if an employee expresses disagreement with the overall performance evaluation, and such disagreement cannot be resolved informally, the employee has the right to file a grievance in accordance with the Negotiated Agreement grievance procedure.

Article 16

Hours of Work, Basic Work Week, Alternate Work Schedule and Flex Time

Section 1. Basic and Administrative Work Week:

a. Basic Work Requirement, Normal Administrative Workweek. The basic work week for full-time employees is forty hours and shall normally consist of five 8-hour days within the 7-day administrative work week. The administrative work week begins at 0001 hours Sunday and ends 2400 hours the following Saturday. Whenever practicable, the two days off outside the basic work week will be consecutive. When the daily tour of duty begins on one calendar day and extends into the next calendar day, the day in which the tour begins shall identify the tour of duty.

b. Shifts and Tours of Duty. Whenever a change in the hours of the work shifts currently in effect is under consideration, the Employer agrees to consult with the Union prior to making the change. When change are to be made to an individual's tour of duty or hours of duty, a minimum of two weeks advance notice will be given to the employee, except in case of an emergency. Due consideration shall be given an employee's request for tour or shift assignment and rotation cycle.

c. Rest Breaks. The Employer authorizes two 15-minute rest breaks for employees in the Unit, on break for

each 4-hour period of the normal 8-hour workday. Whenever possible, managers should allow the rest break to be taken away from the immediate work site. Also, a 15-minute rest break for each four hours of overtime is authorized.

d. Overtime.

(1) Overtime hours are premium pay hours worked in excess of eight hours in a day or forty hours in a week which are officially ordered in advance. When permitted by law and regulation, General Schedule (GS) employees may request compensatory time in lieu of paid overtime. Wage Grade (WG) employees are limited to overtime pay.

(2) Supervisors shall not assign overtime work to employees as reward or penalty.

(3) Employees will be informed two days in advance when overtime is required, except in emergency.

(4) When practicable, overtime assignments will be distributed and rotated equitably among qualified employees in accordance with their particular skills or specialized training, except in emergencies. The Employer will maintain records of overtime worked. This record may be reviewed by the Union, upon request. Except where it will contribute to the efficiency and economy of the work operation, higher graded employees shall not be assigned duties below their grade levels on overtime when qualified employees at the lower grade

level are available. When workload constraints permit and use of compensatory time is otherwise legally permissible, supervisors may permit use of compensatory time for overtime hours worked.

(5) Where feasible, employees in training or on details shall receive equal consideration for overtime work in their regular assigned organization. This equal consideration assumes that the employee's training assignment or detail is in an area near his regularly assigned organization and that his availability for overtime work would in no way adversely affect the training or detail.

(6) Employees who are called back to work overtime shall be paid only for that time he/she performs work. In all cases, the employee shall be guaranteed a minimum of two hours' work.

(7) No employee shall be denied the opportunity to work overtime because he has taken leave during the same pay period. When supervisors require employees to so work, the overtime request shall be appropriately documented.

(8) Whenever possible, travel will be scheduled during the employee's regular tour of duty. Official travel performed outside of the regular tour of duty will be compensated in accordance with the Fair Labor Standards Act of Title 5, U.S.C., whichever applies.

e. Holidays. The Employer firmly believes that all employees should have the opportunity to observe all legal holidays, and therefore every reasonable effort will be made to make this possible.

(1) The Union and the Employee agree that there are times when circumstances beyond the Employer's control may require employees to work on a holiday. The Employer agrees to give as much advance notice as possible to employees who are required to work on a holiday. The Employer will make every attempt to keep holiday work to a minimum.

(2) Employees needed to work on a holiday will be chosen to the extent possible from volunteers of the employees normally performing the tasks required, and such employee will be paid at the appropriate holiday rate.

(3) An employee whose personal religious beliefs require that he or she abstain from work during scheduled work periods may elect, with the approval of his/her supervisor, to work compensatory time and receive in lieu of paid overtime an equal amount of compensatory time off. To the extent practical, Management will accommodate the employee's needs in such cases.

Section 2. Alternative Work Schedule:

a. Tour of Duty. The designated hours and days during which an employee must complete his or her basic

work requirement. The tour of duty must be between 0630 and 1730 hours, and between Monday and Friday.

b. Core Time. The designated time band during which all employees must be on duty unless in an approval leave status. Core hours are between 0830 and 1500, excluding lunch and other approved off-the-job activities. Employees must work core hours at least four days per week unless in an approved leave status.

c. Work Schedules. All eligible employees who desire to participate in AWS are required to complete a Work Schedule Request (Attachment 1) and have an approved written work schedule (See Attachment 2). Employees participating in the AWS program may request changes in their schedule once each quarter. This change must be effective at the beginning of a pay period. Management may cancel or adjust AWS schedules for individual employees in emergency workload situations or other circumstances that would require it. Management must provide the employee with the reasons for cancellation or change.

d. Exceptions. Nothing in this article shall limit other optional work schedules or work accommodations for employees with exceptional personal circumstances, e.g., extenuating medical or Employee to identify short or long term accommodations under such circumstances. The parties agree that part-time schedules and job sharing are viable alternative to full time employment.

e. Alternate Work Schedule (AWS). The parties agree that AWS (Flexible and Compressed Work Schedules) may be used according to 5 U.S.C., section 6120-6133 and the following approved schedules.

(1) Flexible Schedules: Flexitour is a working-time pattern whereby an employee can choose, with supervisory approval, the starting and finishing time of his/her daily work schedule during the flexible time band. The employee must work eight hours each day. Flexitour consists of flexible starting time, and flexible quitting time built around core hours.

(a) Flexible Starting Time (FST). A time band within which an employee may start the workday.

(b) Flexible Quitting Time (FQT). A time band within which an employee is able to end the workday.

FST	Core Time	FQT
0630	0830 – 1500	1730

(2) Compressed Work Schedule. A compressed schedule during which the employee work eight, nine hour days and one eight hour day (5-4/9) or eight workdays of ten hours each in a pay period (4-10). The employee establishes a fixed schedule with his or her supervisor, identifying a daily starting and ending time, a schedule short day, and a day off. Days off may be any days

approved by the supervisor. However, supervisors may approve changes when necessary to meet mission requirements. If the required activity impacts the normal day off, the employees will elect another day off within the same pay period.

f. Additional Guidelines for AWS.

(1) The Employer may make short term changes in individual AWS for the purpose of avoiding overtime when Temporary Duty, Training or other mission requirements do not coincide with employee's AWS. Changes must be administered fairly and equitably in the work unit affected. The employee will be notified of the changes as far in advance as possible.

(2) Flexible schedules may be used by full-time or part-time employees. Compressed schedules may only be used by full-time employees.

g. Lunch and Rest Breaks.

(1) Lunch period will be no less than thirty minutes and no more than ninety minutes in duration for each day worked. The lunch period shall not begin until three hours into the employee's work schedule, and shall end with two or more hours remaining in the work schedule.

(2) Employees working a 4-10 schedule are authorized a twenty minute break during the morning and the afternoon. Employees working a 5-4-9 schedule are

authorized a twenty minute break during the five hour segment of the workday and a fifteen minute break during the four hour segment. Break time may not be used to extend the scheduled lunch period nor accumulated and used in lieu of leave.

h. Holidays/Leave Time Requirements.

(1) Leave time will be charged at a rate consistent with the time normally worked on the leave day. For example, if an employee on an AWS of 4-10's with a Monday through Thursday workday schedule takes off a scheduled work day, he/she will be charged with ten hours of the appropriate type of leave.

(2) Holiday time will be charged at a rate consistent with the time normally worked on that day.

(3) "In Lieu of" holidays will be scheduled as follows:

(a) Holiday falls on a Sunday. The first regularly scheduled workday following the Sunday-holiday is the employee's in lieu of holiday.

(b) Holiday is not a Sunday. The last regularly scheduled workday preceding the holiday is the employee's in lieu of holiday.

i. Overtime. Paid overtime equivalent hours of compensatory time earned under the following work schedules:

(1) 4-10's. Any hours in excess of ten hours daily and/or any hours worked in excess of forty hours weekly.

(2) 5-4-9's. Any hours worked in excess of nine hours daily and or hours worked in excess of the approved work scheduled weekly.

Department of the Army
Tulsa District, Corps of Engineers
Post Office Box 61
Tulsa, Oklahoma 74121-0061

AWS Work Schedule

Request

Date

Attachment 2

Department of the Army
Tulsa District, Corps of Engineers
Post Office Box 61
Tulsa, Oklahoma 74121-0061

Article 17

Leave

Section 1. Annual Leave:

a. The Employer and Union agree that in January of each year employee leave requests for annual vacation and other purposes will be scheduled. A vacation period of at least two weeks will normally be approved, unless the employee requests a shorter period. In arranging vacation schedules, efforts will be made to grant employees their desired schedules. Any conflicts in desired vacation periods will be resolved by the responsible supervisor. Supervisors should ensure that annual leave is scheduled so as to prevent any loss at the end of the leave year. Once an employee has made his selection, he will not disturb the choice of another employee and is acceptable to the supervisor. When any unforeseen problem arises that prevents an employee from taking his scheduled leave, the employee and his supervisor will agree on a new leave schedule.

b. Appropriate leave may be granted upon request to an employee in an emergency situation irrespective of the established vacation schedule.

c. Annual vacations for newly-assigned employees will be scheduled as soon as possible after reporting. Such schedules shall not disturb the established leave schedule of other employees in the Unit.

Section 2. Sick Leave:

a. The Employer will not require medical certification to support an application of sick leave for three days or less. Sick leave of more than three days will be supported by physician's statement and/or by a written statement from the employee explaining the nature of his illness at the supervisor request.

b. A supervisor may require a medical certificate anytime he feels that the sick leave privilege is being abused by the employee. Five days advance written notice will be given to the employee when such a certificate is requested. When an employee is required to submit a medical certificate for all periods of sick leave, the requirements will be reviewed every six months by the supervisor and employee concerned to determine if a continuation of this requirement is necessary.

c. An employee may be placed on sick leave whenever incapacitated from the performance of his duties by sickness, injury, or pregnancy and confinement.

Section 3. Advance Sick Leave: In case of serious illness or disability, sick leave up to thirty days may be advance to employees. Requests for advance sick leave will be in writing, indicating the need and supported by a doctor's statement stating such need and the approximate number of days needed. The requests will be submitted through supervisory channels to the Personnel Officer for consideration.

Section 4. Administrative Leave:

a. Voting on Election Days. All personnel are encouraged to exercise their right to register and vote. Accordingly, employees will be excused in accordance with applicable Tulsa District Regulations.

b. Unusual Climatic Conditions. Employees who are prevented from reporting for work due to extreme weather conditions shall be granted administrative or excused leave in accordance with governing regulations.

c. Work Interruptions. Employees who are prevented from working due to interruptions or suspension of normal work operations will be assigned to other work if at all possible. If other work is not available, the employee will be excused or placed on leave in accordance with the current policy.

Section 5. Court Leave: A full-time employee who is summoned for jury duty or subpoenaed as a witness for the United States shall be paid at his basic rate for the time required from his normal work schedule to perform such duties. Any fees received from the court for the performance of such duty shall be delivered to the Employer, together with evidence of time served on such duties. This paragraph refers to duty or service in any Federal, State, or municipal court.

Section 6. Leave Without Pay:

a. Union Representative. Leave without pay may be granted to one member of the Unit at a time to serve as an officer of the Union. Such absence will not normally exceed two years. Up to ten days of leave without pay may be granted Unit employees to attend conventions and other meetings of the Union.

b. Educational Leave. Employees pursuing formal educational improvement may be granted leave without pay in accordance with applicable regulations.

Section 7. Military Leave: Employees who are members of the National Guard or Reserves will be granted military leave in accordance with applicable regulations.

Section 8. Parental Leave: Parental leave will be administered in accordance with applicable regulations.

Section 9. Increments of Leave: Administrative leave, annual leave, sick leave, and leave without pay may be taken in fifteen minute increments.

Article 18

Merit Promotion and Placement

Section 1. General: All personnel actions involving career progression shall be consonant with the spirit and the intent of the merit system and the Civil Service Reform Act. The Employer agrees that all placement actions will conform to the District's Promotion and Placement Policy.

Section 2. Vacancies: Vacancies filled under the competitive promotion procedures will be publicized through the use of Position Vacancy announcements. The Union will be furnished a copy of all Tulsa District vacancy announcements for those positions covered by this agreement.

a. When a position is to be filled under the provisions of the Merit Promotion Plan, it will be identified as to grade, title, organization location, and whether permanent or temporary. If a position is announced as temporary, and the announcement does not state that it may become permanent, the position will be announced again if it does become permanent.

b. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be relevant to such positions.

c. Promotion procedures will apply to selections made by transfer, reinstatement, or reassignment, to positions with known promotion potential.

d. The Employer agrees to post vacancy announcement notices on the electronic bulletin board as far in advance of the closing date as possible.

Section 3. Supervisory Appraisals: A supervisory appraisal of performance for use in evaluation the candidates will be obtained for each employee being consideration for promotion. An applicant who has been under his immediate supervisor for less than ninety days, may also submit an appraisal from previous supervisors for consideration in the rating and raking process. Employees are entitled to see supervisory appraisals of past performance which are used in consideration him/her for promotion.

Section 4. Evaluation Procedures: When evaluation panels are used to fill Unit vacancies, subject matter experts will be selected without regard to their bargaining unit status.

Section 5. Selection: The selecting official may choose any candidate from the best qualified list. The best qualified group referred to the selecting official shall not exceed seven candidates. For each additional vacancy to be filled from the list, an additional name may be added. Tied scores will be resolved as outlined in the Merit Promotion Plan. Referral of the best qualified list can be

made jointly with a noncompetitive list of applicants. The HRO will notify applicants determined to be ineligible before forwarding a best qualified list. The referral list forwarded to the selecting official will list the name of applicants in alphabetical order.

Section 6. Nonselected Employee Rights: The following information about specific promotion actions will be furnished to a nonselected employee who personally request is:

- a. Whether the employee met the minimum qualification requirements for the position and whether he/she was on the best qualified list referred to the selecting supervisor;
- b. Who was selected for the promotion; and
- c. Upon request, any employee nonselected will be told by the selecting official why they were not selected.
- d. In what area, if any, the employee should improve to increase chances of future promotion.
- e. The Union President or his designee will be permitted to review the following nonconfidential records used in the promotion process: promotion certificates, pertinent production records, and the selection supervisor's reasons for his selections.

f. Upon request, the Union will be provided information, if available, regarding actions taken as an exception to the Merit Promotion Plan.

Section 7. Repromotion: An employee who is demoted through no personal fault shall be entitled to priority consideration for repromotion for a period of two years from the effective date of their change to lower grade. Employees who apply for promotions to their former positions or equivalent or intervening positions and who were demoted because of reduction-in-force shall receive priority consideration, subject to the following criteria:

a. The employee's service in the higher grade was satisfactory;

b. The employee's conduct prior to the demotion and during the period subsequent to the demotion was satisfactory, based on an overall review of the employee's personnel record; and

c. The employee meets current qualification standards for the position.

Section 8. Details:

a. Manner. In the interest of effective employee utilization, details to positions or work assignment requiring higher or different skills will be based upon bona fide needs and will be consonant with the spirit and intent of this Article, applicable regulations, and the merit

system. Details may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, or absences of personnel. Details may also be used pending official assignment of an employee to a vacant Position, pending description and classification of a new position, for training and developmental purposes and pending security clearance.

b. Official Credit. A detail of thirty days or more will be documented as required by OPM instructions.

c. Intent. The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for detail shall be based solely on a bone fide need of management and the ability of the individuals.

d. Except for selections made under the competitive procedures, details to higher grade duties or a different line of work will be rotated to the fullest extent practicable.

Section 9. Temporary Promotion: An employee temporarily placed in a higher graded position for sixty days or more shall normally be temporarily promoted, provided the employee meets all requirements. Temporarily promotions of more than 120 days will be made competitively.

Section 10. Additional Information: Any additional information requested by the Employer for the purpose to

rating and selections, which must be in writing, will be done during official time by the employee if they so desire (i.e. forms, questionnaires, SKAPS, testing). The employees will be allowed to use the Employers equipment to complete the required information.

Article 19

Job Classification

Section 1. Agency Complaints and Appeals: When an employee alleges inequities in his job title or grade, he/she shall be furnished information on complaints and appeal rights and procedures. He/she has the right to select a representative of his or her choosing in discussing the matter with management when presenting a formal position classification complaint or appeal.

Section 2. Notification: The Union shall be notified in ten work days in advance when it is determined that an action to be taken will adversely affect the pay or status of a group or groups of employees in the unit of recognition.

Section 3. Appeals: General Schedule employees may appeal their classification directly to the Office of Personnel Management, or they may first file the appeal through the agency and then to the Office of Personnel Management. Wage Grade employees must first file their claim with the agency. It can later be appealed to the Office of Personnel Management.

Section 4. Other Duties as Assigned: The phrase “performs other duties as assigned” means that the assignment of duties is not limited by the content of the job description. Insofar as possible, supervisors will avoid assigned employees incidental duties that are inappropriate to their positions and qualifications. For

example, assignment of custodial duties to clerical, administrative, and technical employees is normally inappropriate.

Article 20

Awards

Section 1. Suggestion Awards:

a. The parties agree that all employees in the Unit will be encouraged to participate in the suggestion program. It is the desire of the parties that all suggestions be processed in a timely manner.

b. A reason for rejection of suggestion will be made in writing by the appropriate authority. Upon request the employee will be afforded the opportunity to review the suggestion file.

Section 2. Incentive Awards:

a. Awards will be based on merit. Restrictive percentages or numerical goals will not be used to allocate awards.

b. An employee who receives an award will be presented the award in an appropriate presentation ceremony at the work site or in the Commander's Office.

c. Time Off Awards (TOA) will be administered in accordance with governing regulations.

d. Any bargaining unit member may recommend another District employee for an appropriate honorary

award. Information and procedures for doing this will be published and distributed in the District.

Section 3. Notification of Awards Ceremonies: The Union will receive notification of planned Commander award ceremonies.

Section 4. Reports: The Employer will provide a copy of local incentive awards data as published, to the Union.

Article 21

Training and Development

Section 1. Employee Development: The Employer and the Union agree that an employee's efficiency and productivity can be enhanced through training and both will cooperate to encourage employees in efforts of self-improvement.

a. The Employer may pay the expense (tuition, related fees, and supplies) of developmental efforts when the training meets the following requirements:

(1) The request for training is made in writing in accordance with applicable regulations.

(2) The training is directly related to the employee's performance in his/her present career field.

(3) Approval is obtained before the beginning date of the training (request should be made three weeks in advance).

(4) The training requested must be within existing regulations.

(5) Training is not undertaken by the employees as part of his/her own plan of self-development for the express purpose of raising his/her general education level.

b. The Employer and the Union agree that employees shall be given the opportunity for individual growth and development through training consistent with their needs and the needs of the Employer.

c. Classroom training required by the Employer will be accomplished on the Employer's time, while home study in connection with the classroom training will be on the employee's time. Training which would be beneficial to the Employer and the employee, but not required, will in most cases be available to employees for attendance of their own time. Correspondence courses (not a part of formal training program) will be completed on the employee's time.

d. The Employer agrees to make reasonable effort to retrain employees with suitable potential to minimize the impact of RIF actions. This training and development activity may involve any of the following:

- (1) On-the-job training.
- (2) Off-the-job classroom training.
- (3) Technical training.
- (4) Refresher training.

e. It is agreed that the members of the Unit will first discuss the availability and need for training with their supervisor. If the need arises, training needs may also be

discussed with a counselor and/or a Personnel Office representative. The Employer retains the right and responsibility to make final determination of all training needs.

f. Unit members are responsible for taking full advantage of the developmental opportunities made available to them and for applying the knowledge and skill gained to their jobs.

g. The Employer agrees to file appropriate training accomplishments in the employee's official personnel folder. This does not relieve the employee of the individual responsibility to keep his or her personnel folder current and complete to fully reflect total employment experience, training, and education. The Union agrees to encourage employees to review their personnel folders to assure that training is accurately recorded.

h. New Tulsa District training programs will be advertised so that all eligible and interested employees will have knowledge of their presence and the opportunity to participate in them. Where personnel shortages exist in a particular area of skill, employees will be informed of these areas and encouraged to train to fill the areas of shortage.

Article 22

Total Army Quality (TAQ)

Section 1. Recognition of Value: The Union believes that Total Army Quality (TAQ) may provide opportunities for improving the District's success in achieving customer satisfaction. Recognizing that without satisfied customers, we could very well be faced with reductions in workload and consequent reductions in budget and positions, we support the concept of achieving customer satisfaction.

Section 2. Union Participation: To ensure that the Union is involved in this process, the President of Local 386 or his/her designee will be a member of the TAQ Executive Steering Committee and will be provided the same training as other members of this committee. Where applicable, the Union will be represented on Process Action Teams (PATs). All other Union officials may fully participate in TAQ training presented within Tulsa District.

Article 23

Reduction-in-Force

Section 1. Policy: The Employer will notify the Union of any proposed reduction-in-force, including that which is occasioned by contracting out or reorganization activities, affecting the total number of permanent employees of the installation as far in advance is practicable. This notification will, to the extent of the information available, state the grade levels and the number of positions abolished, the proposed date, and the reason for the action.

Section 2. Procedures:

a. The Employer agrees to furnish the Union a copy of each reduction-in-force notification letter issued to employees involving positions in the Unit. A minimum of sixty days specific notice of reduction-in-force will be given each affected employee. The Employer further agrees to allow the Union to review;

(1) The list of competitive area vacancies at the beginning and end of the RIF;

(2) The offer of position(s), when made;

(3) Documentation of the Reason(s) for conducting the RIF;

(4) Applicable retention registers, qualification standards, and job description of affected employees;

(5) Lists of positions abolished;

b. The Employer agrees that every effort will be made to minimize the impact of a reduction-in-force through consultation with the Union, dissemination of information to affected employees, and outplacement assistance. The Employer may, when appropriate, use a hiring freeze, encourage retirement of those eligible, and request agency early-out retirement authority.

c. Placement of affected employees will be accomplished in accordance with regulations.

Article 24

Safety and Health

Section 1. General: The Employer shall make every effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage employees of the Unit to work in a safer manner. All employees are responsible for prompt reporting of observed unsafe conditions.

Section 2. Protective Clothing: The Employer agrees to furnish employees of the Unit such protective equipment and clothing as required by applicable regulation which the Employer considers necessary for the protection of employees. The Union agrees that employees in the Unit are responsible for the proper use, safeguarding, and maintaining in proper condition any such equipment issued to them. The Union acknowledges management's right to take appropriate disciplinary action where employees fail to use protective clothing and equipment or commit other acts jeopardizing the safety of the individual or his/her coworkers.

Section 3. Other Protective Devices: The Employer agrees to furnish foot, eye, ear and head protection, including, prescription lenses, from a source of the Employer's choice, to those employees deemed necessary by the Safety Office.

Section 4. Rain Gear: The Employer shall furnish rain gear to employees assigned to work in open areas.

Section 5. Working Conditions: The Employer agrees to insure, to the extent possible, adequate lighting and ventilation in work areas. No employee shall be required to work in areas where conditions exist detrimental to health until such conditions have been removed or remedied to the extent practicable. If hazards cannot be removed, environmental differential pay will be paid in accordance with applicable regulations. Management will consider individual qualifications and training in assignment of work with machinery or equipment that could cause injury to an inexperienced operator or endanger another employee.

Section 6. On-the-Job Injury: An employee injured in the performance of his official duties will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment to the extent that the time falls within his prescribed hours of work for that day.

Section 7. Injury Reports: Supervisors have the responsibility for reporting an injury in accordance with governing rules and regulations. Employees injured in the line of duty are required to give their immediate supervisor written notice of injury as soon as they are able to do so.

Section 8. Safety Reports: Each steward may, whenever he/she feels it necessary, prepare a written safety report

which will be submitted through the respective section chief to the Safety Officer. The report will include a list of unsafe practices, or conditions that exists in their areas of responsibility, what attempts at resolution were made with the supervisor, and proposals for corrective action. The Safety Office will determine the corrective action to be taken, if any.

Section 9. Reporting Unsafe Conditions: No reprisal action will be taken as a result of an employee reporting an unsafe practice or condition.

Section 10. Safety Council: Executive Safety and Health Council may include up to two members appointed by the Union.

Section 11. Health and Emergency Services Program: Employee, time spent for examinations, immunizations, briefings, consultation etc., required by management, shall be considered as official duty time. At a minimum, the program will provide the following services to employees:

a. Prompt first aid treatment and supplies for employees who are injured or become ill on the job.

b. Transportation for employees who become ill or are injured on the job subject to the following:

(1) Normally, transportation will not be provided if it is reasonably evident that the employee's illness or injury is not serious, and private or public transportation is suitable.

(2) Ambulance service shall be requested for the employee should the circumstance warrant. No injured or sick employee shall remain unattended while being transferred to a hospital or their home.

Section 12. Provisions for Smokers: The Employer agrees to offer periodic assistance to those employees who wish to quit smoking through the provision of smoking cessation classes to be held during duty hours, in facilities provided by the Employer and at minimal or no cost to the employee.

Article 25

Equal Employment Opportunity And Upward Mobility Program

Section 1. Purpose: Management recognizes its responsibilities in providing equal opportunity in employment without regard to race, color, religion, sex, age, national origin, or handicap in accordance with all applicable laws, regulations, and policies. All persons will receive full and impartial consideration for initial employment; possess equal standing and security as employees of the Employer, and enjoy equal opportunity in receiving training, promotions, and awards in the District.

Section 2. Discrimination Complaints: Individuals who believe they have been subjected to discrimination may use the Equal Employment Opportunity complaint procedure or file a grievance under the negotiated grievance procedure without fear of coercion or reprisal. Complaints will be impartially investigated, adjudicated, and as warranted, adjusted with all due consideration by officials concerned. Action will be expedited at all levels within time limits stated in governing regulations.

Section 3. Procedures: The EEO Officer will advise the complainant that he/she may file an EEO complaint under the EEO procedure or may file a grievance under the negotiated grievance procedure, but not both.

Section 4. Upward Mobility Program: The Upward Mobility Program is a systematic management effort which focuses Federal Personnel Policy and practice on the development and implementation of specific career opportunities for nonprofessional lower-level employees (usually at GS-9 and below and/or wage grade equivalents who are not enrolled in a career program or training program) who are in dead-end positions and who have the potential to perform higher level work. To be effective, the Employer must identify target positions, allocate spaces, select trainees, provided career counseling, establish appropriate training programs, and monitor and evaluate progress and achievements. The Employer agrees to publicize the upward mobility program.

Article 26

Travel

Section 1. Travel Conditions: To the maximum extent practicable, management will schedule travel time within an employee's regularly scheduled hours of duty in connection with official travel. When such scheduling is not practicable, the supervisor will furnish the employee, upon request, a copy of the record of his reasons for ordering the travel at other hours.

a. When travel outside an employee's regularly scheduled duty hours is ordered and approved, such travel time is payable as overtime if the travel is performed under one of the following conditions: Involves the performance of work while traveling; is incident to travel that involves the performance of work while traveling; is carried out under arduous conditions; or results from an event which could not be scheduled or controlled administratively.

b. Transportation may be authorized by Government vehicle, Government aircraft, privately owned conveyance, common carrier, or by a combination of any of the modes named. The desire of the employee as to the mode of transportation to be used in performing official travel will be given consideration to the extent provided by regulations. An employee shall not be required to travel in Government aircraft or nonscheduled commercial aircraft without his/her consent unless:

(1) Required as part of the conditions of the employee's assignment.

(2) Necessary for the accomplishment of the mission, or when air is the only mode available; or,

(3) Unless medical air evacuation is necessary.

Section 2. Isolated Work Sites: Travel between official duty station and isolated work sites will be provided by the Employer. When an employee is required to provide his own transportation in these situations, he will be reimbursed to the extent provided by regulations.

Section 3. Travel Advance: TDY travel advances for employees identified as frequent travelers will be in accordance with ER 55-1-2 and OM 55-1-1. A frequent traveler is one who makes two or more trips per fiscal year. Exceptions to this policy may be made by the District Finance and Accounting Officer when a hardship situation for the traveler exists. All travelers who do not meet the travel requirements of a frequent traveler are considered non-frequent travelers and may be issued the maximum allowable travel advance under ER 55-1-2.

Section 4. Rental Cars: Rental cars may be authorized for travel in areas where government vehicles or adequate public transportation are not available. Rental cars will be utilized in accordance with applicable regulations.

Section 5. Carpool/Vanpool: The Employer will investigate the establishing “carpool/vanpool” and similar services for District employees.

Article 27

Fund Raising Campaigns

Section 1. Union Support: The Employer agrees that the principle of voluntary donation to annual approved fund-raising campaigns shall be upheld. The Union, in turn, agrees to support and cooperate in the formulation and implementation of such campaigns.

Section 2. Voluntary Contributions: The Employer will not coerce or in any way or manner require employees to invest their money, donate to charity or participate in activities, meetings or undertakings not related to their performance of official duties. All donations to an approved fund raising campaign will be voluntary.

Section 3. Union Sponsored Fund Raising:

a. NFFE may conduct up to three fund raising activities per calendar year.

b. The fund raising activities may consist of either bake sales or other fund raising events as approved by the Personnel Officer or designee. Approval is required prior to conducting a Union sponsored fund raising event as to the type of event, date, time, location and other essential details.

c. The goal is for the fund raising activity of groups such as NFFE or the Civilian Recreation Association

Council not to conflict and detract from each other. The Union and the Employer recognize that coordination and advance planning are necessary to achieve this goal. The Union agrees to submit proposals to the Civilian Personnel Office as far in advance as possible for planning purposes.

d. Union sponsored fund raising events may be conducted on Corps owned or controlled property in accordance with applicable GSA, Army, and local Health Department regulations.

e. The following conditions apply:

(1) Individuals actually conducting the event must be in a nonduty status.

(2) Individuals solicited must be in a nonduty status such as lunch or on break.

(3) Fund raising activities must not be conducted in a work area such as the break room or the building lobby.

Article 28

Contract Work

Section 1. Policy: It is understood that decisions regarding contracting out of work are areas of discretion of the Employer and higher authorities. As a matter of agreement between the parties hereto, the Employer will inform the Union of any proposed Contract which would result in a reduction in force of employees of the Unit and furnish the reason or need for such proposal. The Employer will make a copy of the invitation for bid or proposal for Contractual services available to the Union for review. The Employer agrees to take all possible actions to minimize the impact on employees will be reassigned and/or retrained to maximum extent possible. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires.

Article 29

Duration and Effective Date of Agreement Amendments and Supplements

Section 1. Duration and Effective Date: The effective date of this agreement shall be the date it is signed by the District Engineer and pursuant to 5 U.S.C. section 7114(c) (1). It shall remain in full force and effect for three years. Thereafter, the agreement will automatically renew from year to year on its termination date if neither party has requested renegotiation by the 60th day prior to its termination date. Either party may give written notice to the other party not more than one hundred five nor less than sixty days prior to the first anniversary date of its intention to renegotiate this agreement. When such notice of given the parties shall meet for the purpose of negotiation a new agreement not later than thirty days prior to the first anniversary date and thereafter will continue to negotiate in good faith on a regular basis. If negotiations are not concluded prior to the termination date, the agreement will be extended for a specific period, or periods, agreeable to both parties.

Section 2. Modifications:

a. This agreement, including amendments and supplements, may be revised when new or revised laws, Executive Orders, or governing regulations direct mandatory application in keeping with Title VII, CSRA;

only the item(s) affected by directed revision which permit local discretion may be open for negotiation.

b. Modification of this agreement under this Section may be made upon written notification by either party that a conference is desired for the purpose of negotiation, including midcontract negotiation or impact bargaining as prescribed under Section 7106(b) (2) and (3), Title VII, CSRA, concerning conditions of employment. Other than the above negotiations, only items not contained in this agreement or not formally proposed during the negotiations of this agreement shall be considered except by mutual consent. The notice shall state the nature of the revision desired and for other than midcontract or impact bargaining will be limited to one such request per Agreement year. The conference shall be convened within thirty days of the date of notice and will consider only those modifications consistent with limitations above and as contained in the notice. Amendments and supplements agreed upon under this Section shall become effective when signed by the District Engineer and have the same expiration date as the basic Agreement.

Article 30

Child Care and Elder Care Facility

Section 1. Program Need: The Employer acknowledges the need among its employees for high quality child care and elder care services at the least possible cost.

Section 2. Inventory of Available Services: The Employer will maintain a current inventory of existing child and elder care services within Tulsa County. This inventory will be updated by surveying community facilities at least annually. All pertinent information of facilities will be available in the District Library for review by employees seeking child and elder care.

Appendix A

Official Time Report

Approval

In witness whereof, the parties hereto have executed this agreement on this 1st day of May 1998.

Approved Under Authority
Delegated by the Secretary of
The Army;

Signature Blocks