

MEMORANDUM OF AGREEMENT

Between

U.S. ARMY ENGINEER DISTRICT, ST. LOUIS

And

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

LOCAL 3838

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## PREAMBLE

This Agreement constitutes a negotiated contract between the St. Louis District Office, Corps of Engineers, St. Louis, Missouri, hereinafter referred to as the "Employer" or "Activity," and the American Federation of Government Employees Local 3838, AFL-CIO, hereinafter referred to as the "Union". This agreement shall be applicable uniformly throughout the Bargaining Unit, as defined in Article 1, following, and as hereinafter referred to as the "Unit".

The purpose of this Agreement is to promote a harmonious relationship and a spirit of cooperation between the Employer and the Employees. It is recognized that constructive relationship between the Employer and the Union are good Government business, contributing to the efficiency and advancement of operations in the St. Louis District. Therefore, employees are afforded the opportunity for representative participation in the formulation and implementation of policies and procedures affecting the conditions of their employment, and working conditions, in accordance with the law, Federal regulations, and the express limitations set forth in this agreement.

## DEFINITIONS

SECTION 1. Negotiation - Bargaining by representatives of the Employer and the Union on appropriate issues relating to conditions of employment with the view toward arriving at a formal agreement.

SECTION 2. Consultation - Oral or written discussion between representatives of the Employer and the Union for the purpose of informing the Union prior to implementing policy or management right decisions. Consultation shall not preclude the Union from negotiating on any appropriate issue under the Act.

SECTION 3. Informal Meeting - Discussion which is held for communication and exchange of views on matters of mutual interest.

SECTION 4. Formal Meeting - A discussion between one or more representatives of the Employer and one or more employee(s) in the unit or their representative concerning any grievance, personnel policy or practices, or other general conditions of employment.

ARTICLE 1

BARGAINING UNIT

SECTION 1. UNIT: INCLUDED: All employees assigned to the Lake Management Offices, Recreation-Resources Management Branch, Operations Division, St. Louis District, U.S. Army Corps of Engineers at Carlyle Lake, Illinois; Rend Lake, Illinois; Lake Shelbyville, Illinois; and Mark Twain Lake Management Office, Missouri.

EXCLUDED: All professional employees, management officials; supervisors; temporary employees hired for ninety days or less; and, employees described in 5 USC 7112(b)(2),(3),(4),(6), and (7).

SECTION 2. The Employer hereby recognizes the Union as the exclusive representative of all employees in the Unit, and the Union recognizes the responsibilities of representing the interests of all such employees with respect to grievances, personnel policies, practices and other matters affecting general working conditions subject to law, Federal regulations and the express limitations set forth elsewhere in this Agreement.

ARTICLE 2

PROVISIONS OF LAW AND REGULATION

SECTION 1. In the administration of all matters covered by this Agreement, the employer and the union are governed by existing or future laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published Employer policies and regulations in existence at the time this Agreement was approved; and by subsequently published Employer policies and regulations required by law or by regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

ARTICLE 3

RIGHTS OF THE EMPLOYER

SECTION 1. Subject to Section 2 of this Article, nothing in this article shall affect the authority of the Employer --

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws -

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

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

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

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

(ii) any other appropriate source; and

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

SECTION 2. Nothing in this section shall preclude any agency and any labor organization from negotiating --

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

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

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

#### ARTICLE 4

#### EMPLOYEE RIGHTS

SECTION 1. Each employee in the Unit has the right, freely and without fear of penalty or reprisal, to join and assist the

Union or to refrain from such activity, and each employee shall be protected in the exercise of this right.

SECTION 2. Employees may assist the Union or serve in an official capacity, including presentation of its views to officials of the Executive Branch, the U.S. Congress, or other appropriate authority.

SECTION 3. An employee has the right to bring matters of concern, relative to personnel policies, practices, and matters affecting working conditions to the attention of management officials, supervisors, the Civilian Personnel Officer, the Equal Employment Opportunity Officer, and the Union. Employees will obtain their immediate supervisor's permission prior to leaving their appointed place of duty to visit such management officials. While it is not necessary for the employee to explain the reason for his visit specifically and in detail to his supervisor, he is encouraged to afford the supervisor opportunity to resolve the problem. The immediate supervisor will indicate a convenience time for the employee to make the visit which will not unduly disrupt the work schedule. Where the supervisor determines that impairment to or serious delay of work efforts will be involved, he will grant permission for the absence at the earliest practicable time.

SECTION 4. The Employer agrees to permit employees reasonable time during duty hours to discuss complaints, grievances, and job related problems with Union representatives. Employees will obtain their immediate supervisor's permission prior to leaving their appointed work site. The immediate supervisor will indicate a convenient time for the employee to make the visit which will not unduly disrupt the work schedule. Where the supervisor determines impairment or serious delay will be involved, he will grant permission for the absence at the earliest practicable time.

SECTION 5. It is agreed that an employee has the right to file a complaint, a grievance, or an appeal without interference, coercion or threat of reprisal. An employee acting in an official capacity for the Employer shall not interfere with the filing of such a complaint, grievance, or appeal, nor take or threaten to take any act of reprisal (including, but not limited to, discharge or other disciplinary action, denial of promotion, or adverse performance evaluation) against an employee because he has filed or expressed an intention to file a complaint, a grievance or an appeal. However, this does not preclude the employer from taking position action to resolve the matter.



SECTION 6. In matters in which the employee has the right to representation, the choice of representative, if any, shall be that of the employee. The representative may be a Union or non-union individual as stipulated by the employee.

SECTION 7. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

SECTION 8. Each employee has the right, freely and without fear of penalty of reprisal, to form, join, and assist the Union or to refrain from any such activity, and each Employee shall be protected in the exercise of this right. As expressly provided in law, the right to assist the Union, and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Employer, the Executive Branch, the Congress, or other appropriate authority, except where the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or the official duties of the Employee.

SECTION 9. Except as provided by law, regulation, or published policy of the Office of Personnel Management and the agency, Employees are not accountable to the Employer in the conduct of their private lives. In the performance of official duties, Employees will be guided in their conduct by the proper regulation.

SECTION 10. Employees shall have the right to engage in outside activities and undertakings of their own choosing not in violation of law, regulation, published policy, or this Agreement and not related to the performance of their official duties, Employees will not be required to report to the agency on such activities. However, if Employees are engaged in outside activities or employment which is within the scope of applicable regulations and instructions covering standards of conduct, conflict of interest, or outside activities, appropriate reports shall be furnished as required by such regulations and instructions.

SECTION 11. It is recognized that all Employees are expected to pay promptly all just financial obligations.

SECTION 12. The Employer will explain to an affected Employee the circumstances of any overpayment, and will inform the Employee of the rights and procedures to use in the completion of a Request for Waiver of Claim for Erroneous Payment.

SECTION 13. Employees shall have the right to examine their Official Personnel Folder except for such documents prohibited to be shown by regulations. Employees will be afforded the opportunity to have placed in their official personal folder, any statement they wish to make with regard to unfavorable information contained in these records, in accordance with applicable regulations.

## ARTICLE 5

### MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

SECTION 1. It is agreed that the Employer and the Union, through appropriate representatives, will meet at reasonable times and negotiate or consult in good faith with respect to personnel policies and practices and matters affecting working conditions insofar as may be appropriate under applicable laws and regulations.

## ARTICLE 6

### UNION REPRESENTATION

SECTION 1. The Union will designate an adequate number of stewards not to exceed one per lake plus one alternate per lake so that each employee in the Unit will have reasonable access to a steward. The Union will supply the Employer with a roster of the names of the designated stewards and Union officers and will post a copy of the roster on the designated portion of the Bulletin Boards in the Unit. The Union will notify the Employer in writing of any change in the designated stewards. No employee will be recognized as a steward or Union official unless designated in writing in advance of any communication and signed by the Union President or Vice President.

SECTION 2. Union officers and shop stewards will obtain oral permission in advance from their immediate supervisors when they wish to leave their immediate work area for the purpose of conducting appropriate representational business. In all cases, the Union officer or shop steward will state the purpose of the business and, where discussion with an employee of the Unit is

involved, will name the employee. The immediate supervisor will, consistent with the work load and operational needs of the organization, grant permission for use of official time to the Union official or steward. Prior to discussion with an employee, the Union officer or steward will report to the immediate supervisor of the employee, give the name of the employee requesting assistance and state the purpose of the visit. Subject to work load requirements, the immediate supervisor will make the employee available for discussion.

SECTION 3. A reasonable amount of time during work hours will be granted to Union representatives and aggrieved employees for attendance at all grievance and arbitration meetings. A reasonable amount of time will also be allowed for representatives to meet with employees to discuss, prepare for and present appeals and discrimination complaints, if the employee selects a Union official as his/her personal representative.

SECTION 4. Stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by law, Federal regulations, and this Agreement. Each Union representative is authorized to consult with the respective management official at his level.

SECTION 5. There shall be no restraint, interference, coercion or discrimination against a Union representative because of the performance of his Union duties.

SECTION 6. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning individual employee grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit.

## ARTICLE 7

### UNION - EMPLOYER COOPERATIVE EFFORTS

SECTION 1. Lake Stewards shall participate in weekly lake staff meetings. These meetings cover all aspects of running a lake including personnel policy and practices, matters affecting working conditions, contracting, work scheduling, programming, and application of the provisions of this agreement. Any and all subjects may be brought up at these meetings, with the aim

of keeping both the employees and Union informed of each party's thoughts and future plans.

SECTION 2. The Lake Manager will annually furnish the Union a list of the names, position titles, and grades of Lake Unit Employees, when requested.

SECTION 3. The Union agrees to cooperate with the Employer in voluntary charity drives and to lend its support to these worth causes. However, both the Employer and the Union recognize that it is a basic right of employees to participate or not participate, in these programs in accordance with their abilities and consciences. Contributions in support of these programs will be on the basis of voluntary payments and/or written authorizations by employees. No discriminatory action will be taken against employees should they feel they cannot voluntarily participate.

SECTION 4. The Lake Manager will inform each new Unit Employee becoming a member of the unit of the Union's exclusive recognition and provide each with a copy of the agreement.

## ARTICLE 8

### USE OF OFFICIAL FACILITIES

SECTION 1. At the request of the Union, the Employer will make reasonable efforts to provide an adequate room for official meetings of the Local during the non-duty hours of the employees involved. Such facilities will be provided only for the duration of the meeting and use of these facilities will be requested at least seven (7) days prior to the scheduled meeting.

SECTION 2. The Employer agrees to provide a reasonable amount of space on the unofficial portion of bulletin boards within the unit for the posting of Union notices and similar information material. All Union material will be clearly labeled as such by the Union.

SECTION 3. The Employer agrees to provide an adequate facility for individual consultation between a Union representative and a Unit employee for the purpose of discussing that employee's grievance or complaint.

## ARTICLE 9

### LEAVE

SECTION 1. It is mutually agreed that all leave, including the types set forth in this article, shall be accrued, administered and taken in accordance with existing regulations.

#### ANNUAL LEAVE

SECTION 2. Employees are entitled to use annual leave subject to the right of management to make the final decision on granting leave. Once annual leave has been scheduled and approved, it should not be cancelled except for extreme emergencies. It is a joint responsibility for the Supervisor and the Employee to assure that annual leave is scheduled in advance. If scheduled leave is cancelled by the supervisor due to a documented emergency situation, and an Employee exceeds his or her annual leave ceiling, the supervisor shall recommend that leave be restored in accordance with the appropriate regulations.

SECTION 3. Annual leave will be granted on an equitable basis and the supervisor will make a reasonable attempt to satisfy the leave request of Employees.

SECTION 4. Reasonable efforts will be made to accommodate Employees who desire annual leave on religious holidays, and to attend funerals.

SECTION 5. Annual leave, if available, will normally be granted to Employees when they are unable to report for duty due to an emergency, subject to the approval of management, provided that the appropriate supervisor is notified as soon as practicable, preferably before, but within two hours after the beginning of the Employee's work day.

SECTION 6. Advance annual leave may be granted by the Lake Manager to the extent that leave will accrue to the Employee during the balance of the current leave year. Request must be submitted in writing.

SECTION 7. Unavoidable tardiness is to be covered by flextime, when the reasons are justifiable to the supervisor.

## SICK LEAVE

SECTION 8. Employees shall earn and be granted sick leave in accordance with applicable laws and regulations.

SECTION 9. The Employer will grant sick leave, if available, to an employee when the employee:

(1) Receives medical, dental, or optical examination or treatment;

(2) Is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement;

(3) Is required to give care and attendance to a member of his immediate family who is afflicted with a contagious disease; or

(4) Would jeopardize the health of others by his presence at his post of duty because of exposure to a contagious disease.

The Employer will not normally require a medical certificate to support an application for sick leave of three workdays or less. Such a certification may be required in each case if there is reason to believe the employee is abusing sick leave. In such cases an employee should be counseled by his/her immediate supervisor in advance, that because of his/her sick leave record, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. It is agreed that after a six month period and upon request of the employee, all such cases requiring a doctor's certificate for each absence shall be reviewed by the supervisor for the purpose of determining whether such requirements can be eliminated.

SECTION 10. In case of serious illness or disability, eligible Employees may be advanced sick leave not in excess of 30 days, in accordance with existing regulations. In instances where an Employee has been granted extended sick leave, the Employee will be required to provide medical documentation to substantiate his/her ability to return to duty.

SECTION 11. Should the Employee become sick and is sent home by his/her supervisor, sick leave will be charged beginning at the time the Employee leaves. Should the Employee be sent home because of sustaining a disabling, job related traumatic injury,

the Employee may be entitled to continuation of regular pay for the period of disability up to 45 calendar days.

#### ABSENCE FOR MATERNITY REASONS

SECTION 12. Absence for maternity reasons will be granted in accordance with current applicable Federal Regulations.

SECTION 13. If leave dates are established they must be based on physical capability of the Employee to perform the duties of the job after a determination by appropriate medical authority. The Employer may establish, with the Employee, a firm date for the leave to begin. The Employee shall submit notice, at least three months in advance, of the prospective need for maternity leave.

SECTION 14. A male Employee may be absent on annual leave or leave without pay up to 30 days for purposes of aiding, assisting, or caring for a wife or minor children while the wife is incapacitated for maternity reasons.

SECTION 15. All Employees who volunteer as blood donors, without compensation, to the American Red Cross, to military hospitals, or respond to emergency calls for needy individuals, may be authorized up to four (4) hours excused absence for the blood donations. The excused absence is to be taken on the day the blood is donated for recuperation purposes after the donation.

SECTION 16. In the event an Employee is summoned for jury duty or a witness on behalf of the US Government, the duty and pay status of the Employee shall be determined in accordance with current regulations.

SECTION 17. Employees are encouraged to exercise their right and privilege as Americans to vote in all national, state, and local municipal elections or referenda. Administrative leave shall be granted for voting in accordance with the following:

- a. Employees will be granted excused time to vote which will permit them to report for work within three hours after the polls open, or leave work within three hours before the polls close, whichever requires the least time off;

b. Voting arrangements requiring excused time off will be made with the Employee's immediate supervisor prior to election day to prevent undue interruption to work operations.

SECTION 18. For Employees that vote in jurisdictions which require registration in person, excused time to register will be granted on the same basis as for voting, providing registration is not permitted on a non-work day, and the place of registration is within reasonable on day travel distance of the employees resident.

SECTION 19. Officials or representative of the Union may be granted up to a yearly total of (120) hours of Administrative leave per year to attend Union sponsored training provided the subject matter of such training is of mutual concern to the employer and the employees in his capacity as a union representative, and the employer's interest will be served by the employees attendance. The Union will provide to the Employer, in advance of receiving approval, an agency which includes the content of all subject matter to be presented at the training, in order that the employer may determine the mutuality of benefit:

LEAVE WITHOUT PAY

SECTION 20. Employees may be granted leave without pay provided the provision of applicable laws and regulations are met.

SECTION 21. The Employer recognizes that Employees may be elected or appointed as delegates to a Union convention or other such functions which necessitates an absence. The Employer may authorize annual leave for such Employees subject to the reasonable requirement of the Employer.

SECTION 22. Employees accepting full time positions as Union Representatives may be granted leave without pay for one (1) year and consideration will be given for a one year extension. The Employer may limit the number of absences at any one time for such purposes.

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SECTION 23. When the Union agrees with the Employer determination that employees are abusing policies or procedure (i.e., abuse of sick leave, tardiness, misconduct, etc.), the Union will join the Employer in efforts to alleviate the problem by seeking remedies and making recommendations for resolution of the problem.

## ARTICLE 10

### HOURS OF WORK

#### SECTION 1.

(A) Employer shall schedule personnel according to regulation. The basic work week is normally Monday through Friday, and the two days outside the basic work week shall be consecutive days whenever possible. Because of the need of the lakes to operate seven days a week, tours of duty including Saturday and Sunday may be established.

(B) Each schedule must run a full pay period with no changes in the days off or hours of work except in emergencies. Changes in schedules must be given to employees two weeks in advance of the change, except in emergencies.

(C) There will be no changing of schedule for the sole purpose of avoiding overtime or holiday pay.

SECTION 2. Supervisors of unit/employees may grant one 15 minute rest period during each four hours of continuous work. These rest periods are not to be used to shorten the workday or lengthen the lunch period, are not cumulative, and will be granted for the reasons outlined in appropriate regulations.

SECTION 3. Where practical, as determined by the supervisor, travel will be scheduled during the basic workweek. However, if it is necessary for an employee to travel over the workweek, appropriate per diem will be applied in accordance with regulations.

## ARTICLE 11

### OVERTIME

SECTION 1. Where overtime is deemed appropriate by the Employer, such overtime will be offered by the Lake Manager on a rotational basis, within each lake consistent with skill requirements, availability of personnel, the requirements of emergencies and continuity of operations. A roster of overtime worked and refused will be maintained by the Lake Manager for each calendar year to assure that each employee receives substantially the same consideration. The overtime roster may be reviewed and discussed with the Lake Manager by the Lake Steward.

SECTION 2. In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as possible.

SECTION 3. Employees who work overtime shall be allowed a 15 minutes paid break during each 4 hours of continuous work, subject to the same criteria as referenced in Article 9, Section 2.

SECTION 4. No Wage Board Employee can receive Comp time in place of overtime.

## ARTICLE 12

### EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Policy: The Employer and the Union shall not in any way discriminate against an individual regarding employment or conditions of employment because of race, religion, sex, national origin, age, or handicapped condition. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, and all other applicable laws and regulations.

SECTION 2. The Employer and the Union will be sensitive to every form of prejudice or discrimination and will attempt to insure that changes to the Employer's personnel policies and practices and working conditions are free of discrimination.

SECTION 3. The parties agree that every effort will be made to utilize to the fullest extent practical and necessary for accomplishment of the mission of the present skills of employees; and to provide the maximum feasible opportunity for employees to enhance their skills through on-the-job training, so that they can perform at their highest potential and advance in accordance with their abilities.

SECTION 4. The EEO Office will be responsible for forwarding five copies of the EEO action committees minutes to the Union President at the time distribution is made to other elements.

SECTION 5. The Employer agrees to provide copies of the Official District EEO Plan and Action to the Union.

SECTION 6. When filling any vacancy for the position of Equal Employment Opportunity Counselor, the Employer agrees to consider one individual nominated by the Union. The Union recognizes candidates selected must meet the criteria established by the program, and final selection must necessarily rest with the Employer. Selectees will be trained in accordance with the provisions of applicable regulations.

SECTION 7. Representation: An employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO complaint procedure has the right to be accompanied by a Union or other representative of his or her choice, if he/she so desires. If, after discussing the problem, the employee decides to follow the negotiated grievance procedure, he or she may be represented by the Union until a final decision has been made.

## ARTICLE 13

### PROMOTIONS

SECTION 1. The Promotion and Internal Placement Program will contain the procedures for rating, ranking and selection for promotion and placement. This program is published in the District Regulation, 690-1-335.

SECTION 2. Employees who are absent from duty during the posting period will be considered, if an application is received during the advertised period from either the employee or on their behalf.

SECTION 3. Vacancy announcements for all St. Louis District Lake positions will be advertised for a period of 15 working days prior to closing date to give employees an opportunity to bid for the job.

Announcements will provide a summary statement of duties, a statement of required qualifications and, if appropriate, a statement of any special knowledge, skills, and abilities determined essential for satisfactory job performance and for identifying the best qualified candidates. Each Union Steward shall be provided with a copy of all St. Louis District Lake position vacancy announcements.

SECTION 4. At least once every six months supervisors will keep employees advised of weaknesses in their job performance and will counsel employees in their individual development.

## ARTICLE 14

### TRAINING AND CAREER DEVELOPMENT

SECTION 1. It will be the policy of the Employer to provide training necessary to insure the maximum efficiency of Employees in the performance of their official duties. Training needs will be discussed with the employee at the time of the annual performance rating.

SECTION 2. The Employer and the Union also recognize that each Employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential through self-development and training. Employees are encouraged to take advantage of training and educational opportunities that could enhance their efficiency on the job and provide job related skills needed for advancement, including night and formal schooling.

SECTION 3. The Employer agrees that the nomination and selection of Employees to participate in training and career development programs and courses shall be nondiscriminatory and made without regard to sex, race, religion, national origin, age, color, or handicap, keeping in mind the principles of Equal Opportunity Employment.

SECTION 4. The Employer, in determining the allowable expenses associated with approved requests shall make such determinations in accordance with the applicable Office of Personnel Management, DA, and local implementing regulations.

## ARTICLE 15

### ALCOHOLISM

SECTION 1. The Employer and the Union recognize alcoholism as a serious and expensive health problem. The Employer recognizes alcoholism as a condition which is preventable and treatable and, which may, at some time, affect the health, work, performance and conduct of some of its employees.

SECTION 2. The Employer is not concerned with an employee's private use of alcohol, except as it affects his job performance, his conduct, or the efficiency of the service.

SECTION 3. An employee with a drinking problem will be given the same consideration, offer of assistance, and confidentiality of medical treatment and records as employees who suffer from any other health condition that affects job performance.

SECTION 4. Employees who suspect they may have a drinking problem, even in the early stages, are encouraged to voluntarily seek counseling and information on an entirely confidential basis by contacting directly the Alcoholism Program Coordinator; or their supervisor or Union representative, who will in turn refer the individual to the Alcoholism Program Coordinator. Such requests for diagnosis or treatment by the employee will not jeopardize his job rights, or job security except as limited by applicable laws and regulations relating to sensitive positions.

SECTION 5. In relating the alcoholism program to disciplinary policies and practices, the alcoholism program will be carried out at a nondisciplinary procedure/aimed at rehabilitation of employees who suffer from a disease. However, failure on the part of the employee to accept the assistance offered through the program or to otherwise correct performance or conduct should be dealt with through appropriate disciplinary procedures.

## ARTICLE 16

### DISCIPLINARY ACTIONS

#### DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. Disciplinary actions will be taken by the Employer only for just and sufficient cause, in accordance with applicable rules and regulations.

SECTION 2. Prior to calling any management initiated meeting or discussion with any unit employee which could result in a disciplinary action being recommended, the employee shall be informed of the subject matter of the discussion and what records, if any, are being kept of same. If representation is requested by the employee, no meeting shall take place until the representative is present.

SECTION 3. After an employee has designated his representative in writing, a copy of all subsequent correspondence will be delivered in duplicate to an employee in connection with an adverse or disciplinary action.

SECTION 4. When the employee does not elect to have a Union representative, the Union will be notified by the employer as to time and place of the grievance hearing. One employee's attendance as a Union observer will be without charge to leave.

SECTION 5. The Union and the Employer recognize the need for and will make every effort to maintain strictest confidentiality in handling all matters in connection with disciplinary actions. Such matters should be dealt with on a need-to-know basis.

## ARTICLE 17

### GRIEVANCE PROCEDURE

SECTION 1. The Employer and the Union recognizes the importance of settling disputes, disagreements and misunderstandings promptly, fairly, and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievance expeditiously and at the lowest possible level of supervision.

SECTION 2. A grievance is defined to be any dispute or complaint between the Employer and the Union or any employee or employees covered by this agreement where the subject matter is under the control of the Employer. The procedure outlined herein shall be the exclusive procedure available to the parties to this agreement, and to the employees in the unit of recognition for resolving such grievances. The sole exclusions to this grievance procedure shall be:

- (a) The following matter prohibited by the law:
  - (1) any claimed violation of Subchapter III of Chapter 73 of this title (relating to prohibited political activities);
  - (2) retirement, life insurance, or health insurance;
  - (3) a suspension or removal under Section 7532 of this title;
  - (4) any examination, certification, or appointment; or
  - (5) the classification of any position which does not result in the reduction in grade or pay of an employee.
- (b) The content of Employer policies or regulations, including non-selection for promotion and termination of probationary employees.
- (c) Actions taken and processed at a higher level than the Employer.
- (d) Non-adoption of a suggestion. Procedures are outlined in the District Regulation DR-672-1-451 for dissatisfaction with a decision on non-adoption.
- (e) Disapproval of an honorary or discretionary award.
- (f) Grievances where no form of personal relief to the employee is appropriate. This shall not serve to prohibit the Employer or Union from initiating a grievance.
- (g) Allegations of mismanagement.

- (h) The content of policies or regulations promulgated at a higher level than the Employer.

SECTION 3. Grievances resulting from a continuing condition may be presented at any time; however, those grievances resulting from a one-time act or decision must be presented within fifteen (15) working days after the grievant becomes aware of the act or decision. A grievance may be presented by an employee(s) without the approval of or representation by the Union. However, when a grievance is so presented, the Union will be given the opportunity to be present at the adjustment of the grievance. The only representative an employee may have while processing a grievance under this procedure is a representative of, or a representative approved by the Union. Moreover, the adjustment may not be inconsistent with the terms of this agreement. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure, or is not subject to arbitration shall be executed no later than Step 2 of the grievance procedure. Any employee of the unit of recognition officially participating in a grievance under the terms of this procedure shall be granted reasonable time during working hours to prepare and present a grievance; however, no tour of duty will be changed for the sole purpose of authorizing official time, nor will any overtime be authorized for this purpose.

SECTION 4. Grievances shall be processed as follows:

Step 1. The grievance shall first be taken up by the aggrieved employee and his representative, if requested by the employee, with the immediate supervisor of the employee involved. If no satisfactory settlement is reached between, the employee and immediate supervisor, the grievance shall be reduced to writing and submitted to the Lake Manager. Each grievance must contain the following information: Employee(s) name, grade and location; details and issues of the grievance; and the corrective or remedial action desired. Each level shall endeavor to resolve the grievance as promptly as possible, within a maximum of ten (10) working days.

Step 2. If a satisfactory agreement is not reached at the preceding step, all facts in the case will be referred in writing within ten (10) working days to the Branch Chief by the Union or by the employee(s) presenting his/her own grievance for a written decision within twenty (20) working days from the date the Branch Chief receives the case.



Step 3. If a satisfactory agreement is not reached at the preceding step, all facts in the case will be referred in writing within ten (10) working days to the Division Chief by the Union or by the employee(s) presenting his/her own grievance for a written decision within twenty (20) working days from the date the Division Chief receives the case.

THE DECISION OF THE DIVISION CHIEF IN THE CASE WHEN THE EMPLOYEE PRESENTS HIS OWN GRIEVANCE WILL BE FINAL.

Step 4. If a satisfactory agreement is not reached in the case where the Union represents the employee(s), the Union or the Employer may submit a request for binding arbitration in accordance with Article 19 of this agreement.

SECTION 5. It is agreed and understood by the parties that there may be occasions when grievances by the Union against the Employer may arise requiring the use of the grievance and arbitration procedures. Such grievances shall be presented in writing by the Union President, or his designee, to the Branch Chief. Upon receipt of the written grievance, the Branch Chief or his designee shall arrange to meet within ten (10) working days from receipt of the grievance with the Union President or his designee in an effort to resolve the matter. A written decision in the case shall be rendered within twenty (20) working days to the Union President or his designee. If this decision is not satisfactory, the Union President or his designee may within thirty (30) days refer the matter to arbitration.

SECTION 6. It is agreed and understood by the parties that there may be occasions where grievances by the Employer may arise requiring the use of the grievance and arbitration procedures. Such grievances shall be presented in writing by the Branch Chief or his designee, to the Union President. Within ten (10) working days from receipt of the grievance, the Union President shall meet with the Branch Chief or his designee, in an attempt to satisfactorily resolve the matter. Within twenty (20) working days after the meeting, the Union President, or his designee, shall render a written decision. If not resolved by the decision of the Union President, or his designee, the matter may be referred to arbitration by the Branch Chief, within thirty (30) days.

SECTION 7. The time limits in this Article may, by mutual agreement of the parties, be extended. Likewise, the parties may mutually agree to waive any step in this procedure.

SECTION 8. At each and every step of this grievance procedure, the employee(s) and/or his representative shall be permitted to call necessary employee witnesses who shall suffer no loss of pay or benefits for so serving. In the event that either party finds it necessary to review Employer record (s) pertinent to the grievance, the time limits shall be waived to permit receipt and 48 hours review of the same before the time elements involved becomes reinstated.

SECTION 9. Failure of management to answer written grievances within the time limits prescribed in each step of the grievance procedure shall permit the employee to refer the case to the succeeding step of the procedure. Failure of the employee(s) or the Union to act within the time limits prescribed within the above steps will be treated as a withdrawal of the grievance.

SECTION 10. If an employee who has filed a grievance resigns, dies, or is separated for any reason other than a related removal before decision is reached on a grievance being processed, action will be stopped and all interested parties will be notified that, because of the separation, the case is being closed without decision. A copy of this notification will be made a part of the case record.

SECTION 11. Unresolved questions as to whether or not a grievance is on a matter subject to this Article or is subject to arbitration shall be submitted to arbitration for decision.

## ARTICLE 18

### ARBITRATION

SECTION 1. If the Employer and the Union fail to settle any grievance processed under Article 18 titled "Grievance Procedures" such grievance, upon written request by either party within thirty (30) calendar days after issuance of the final decision in the grievance, shall be submitted to arbitration. Arbitration may be evoked only by the Employer or the Union.

SECTION 2. Within five (5) working days from the date of the request for arbitration, the parties shall meet for the purpose of selecting an arbitrator. If agreement on an arbitrator cannot

be reached, then the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after receipt of such list. If they can't agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and will then repeat this procedure. The remaining name on the list shall be determined by lot.

SECTION 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator or 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. The arbitrator's fee and the expense 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, excluding holidays. All employee participants in the hearing shall be in a duty status without loss of pay or benefits or charge to annual leave while participating in the arbitration proceedings except that no overtime shall be authorized for such purpose.

SECTION 6. The arbitrator will be requested to render his decision as quickly as possible. The Employer and the Union agree to require of the arbitrator such decision within thirty (30) days after the conclusion of the hearing.

SECTION 7. Any dispute over the meaning of an arbitrator's award shall be returned to the arbitrator for clarification.

SECTION 8. The arbitration award shall be binding on the parties to the extent permitted by applicable laws and regulations. Either party may file exceptions to the award with the Federal Labor Relations Authority pursuant to applicable regulations.

SECTION 9. By mutual consent of the parties all time limits may be extended or waived.

## ARTICLE 19

### PUBLICIZING THE AGREEMENT

SECTION 1. The Employer agrees to print this agreement and all amendments and supplements thereto in sufficient copies to provide for necessary distribution to unit employees and provide the Unit with 25 copies of such agreement for its use.

## ARTICLE 20

### DURATION OF AGREEMENT

SECTION 1. This agreement will remain in effect for a period of two (2) years from the date signed by the District Engineer. At that time the Employer or the Union can reopen the contract to negotiate changes thereto brought about by amendments to law, as amended, or new congressional legislation, which impacts on articles in this contract.

SECTION 2. Either party may give written notice to the other, not more than one hundred and five (105) nor less than sixty (60) days prior to the two (2) year expiration date, for the purpose of renegotiating this agreement. The terms of this agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved.

SECTION 3. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for a two (2) year period, subject to the other provisions of this article.

SECTION 4. This agreement may otherwise be amended or supplemented only upon mutual agreement of the parties to do so. Each such proposed supplement or amendment must be submitted in writing and must be accompanied in writing by the reasons for the need or desirability for such changes.

SECTION 5. Any proposal to renegotiate the basic agreement must be announced in writing by the Division Chief or the Union President not more than one hundred and five (105) nor less than sixty (60) days prior to the expiration date of the basic agreement. Such notice shall include a draft of the proposed basic agreement and must be acknowledged by the other party

within ten (10) days of receipt. The party receiving a draft of the proposed basic agreement shall forward to the other party, within twenty (20) days of the receipt of the proposal, any counter proposals, or amendments to the proposal. A joint conference will be held within thirty (30) days after receipt of the counter proposals or amendments. By mutual consent the parties may extend or waive these time limits.

SECTION 6. Within thirty (30) days after mutual agreement to negotiate an amendment or to supplement the basic agreement, and upon mutual agreement to negotiate such amendment or supplement, the negotiating teams shall meet for such purpose; such amendment or supplement ultimately agreed upon shall be effective upon approval by the District Engineer.

## ARTICLE 21

### VOLUNTARY WITHHOLDING OF UNION DUES

SECTION 1. Union dues are the regular periodic amounts required to maintain an employee in good standing in the Union. Initiation fees, back dues, fines, or assessments are not considered dues.

SECTION 2. The Employer shall deduct Union dues from the pay of employees in the Unit when all of the following conditions have been met.

- a. The employee is a member in good standing in the Union and is employed in the Unit.
- b. The employee's earnings during any pay period are sufficient to cover the amount of the allotment.
- c. The employees have voluntarily authorized such a deduction on a Standard Form 1187 Request and Authorization for Voluntary Allotment of Compensation for Payment of Employees Organization Dues (SF 1187) and the completed SF 1187 has been delivered by the Union to the Central Payroll Office, Corps of Engineers, P.O. Box 1439, Downtown Station, Omaha, Nebraska, 68101, hereinafter referred to as the Payroll Office.

SECTION 3. The Union shall be responsible for procuring the SF 1187; distributing same to its members; certifying the current amount of its Union dues per biweekly pay period to the Payroll

Office; delivering completed SF 1187 to the Payroll Office; educating its members on the program for allotments for payment of dues; assuring that allotments on the part of its members are voluntary; and informing its members of the use and availability of SF 1187 and the conditions governing revocation of allotments. The Payroll Office will promptly notify Union of the revocation of an allotment by an employee.

SECTION 4. The Employer shall be responsible for posting on Lake Management Official Bulletin Boards a notice apprising employees that:

- a. An arrangement has been made with the Union for voluntary allotments for payment of dues.
- b. Allotments are entirely voluntary on the part of employees who are members of the Union and will take effect during the pay period after the appropriate form properly completed and signed has been received in the Payroll Office.
- c. Forms to be used in making voluntary allotments for payment of dues must be secured from the Union and forwarded to the Payroll Office by the Union.
- d. The office(s) where he can obtain the form and information concerning the revocation of an allotment.

SECTION 5. Deductions for Union dues shall begin with the first complete biweekly pay period following receipt of SF 1187 by the Payroll Office, providing the remaining conditions of Sections 3 and 4 have been met.

SECTION 6. The amount of Union dues deducted shall remain as originally certified by the Union until a change in the amount of said dues is properly voted upon by the members of the Union and Local 3838 Secretary-Treasurer of the Union has delivered to the Payroll Office a certificate showing the new biweekly amount of Union dues. Changes in the amount of Union dues deducted shall not be made more frequently than once each twelve months.

SECTION 7. An allotment for the deduction of an employee's Union dues shall be terminated by the Employer under any of the following conditions and shall be effective at the termination of the pay period during which the condition occurs.

- a. Death, retirement, or separation from the Federal Service of an employee.
- b. Loss of Exclusive Recognition by the Union.
- c. Transfer of the employee to an organization serviced by a payroll office other than the Payroll Office.
- d. Transfer of the employee to a position outside the Unit.
- e. When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside Department of Defense.

SECTION 8. An allotment for the deduction of an employee's Union dues may be terminated by the employee properly executing Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues (SF 1188), in duplicate, and delivering completed form to the Payroll Office. Termination of allotments for Union dues under this paragraph shall be effective with the first full biweekly pay period following 1 March provided the SF 1188 is received in the Payroll Office before such date.

SECTION 9. When a Union member resigns; is expelled or suspended or ceases to be a member in good standing for any reason, the allotment for the deduction of his Union dues shall be terminated with the Union promptly notifying the Payroll Office in writing

SECTION 10. When an employee is in a non-pay status for an entire pay period, no deduction for Union dues to cover that pay period will be made.

SECTION 11. When an employee is in a pay status for only a part of a pay period, a full deduction will be made. If the amount of available salary is insufficient to cover the withholding, no deduction for Union dues to cover that pay period will be made.

SECTION 12. The Payroll Office will send to the Secretary-Treasurer of Local 113838, the remittance of dues withheld after each payroll period for which deductions are made and a listing of names, amounts withheld by the Payroll Office.

SECTION 13. The Union will indemnify the Employer from any and all monetary claims and disputes by reasons of its acting under this agreement.

## ARTICLE 22

### SAFETY EQUIPMENT

SECTION 1. The employee and the union recognize that a safe work environment is in the best interest of both parties. It is further recognized that each employee has a primary responsibility for their own safety and an obligation to themselves and others.

SECTION 2. Each employee will be furnished as personal property the following items. These items need not be returned on the departure of the employee.

#### A. Protective Footwear

Employees will be furnished 2 pairs per year, one for warm weather use and one for cold weather use. Employees working during one weather season will receive only one pair per year. As required by law, Federal Prison Industries will be the sole source for furnishing footwear, unless they cannot provide the footwear needed.

#### B. Eye Protection

(1) Safety goggles will be furnished to all employees not requiring prescription eyewear.

(2) Prescription safety glasses will be furnished to employees who wear corrective lenses. Prescriptions will be furnished by the employee. Procurement will be once every three (3) years, or when a new prescription indicates new safety glasses are needed.

#### C. Gloves

Cotton and leather work gloves will be furnished to all employees as needed, old gloves will be returned for new.

SECTION 3. Each employee will be furnished on an as needed basis all other safety equipment required by EM 385-1-1. Examples of such equipment would be; welding helmets, life preservers, and chainsaw chaps.



SECTION 5. No employee will be allowed to work unless they have been provided and are using safety equipment required by EM 385-1-1 for the job they are doing.

## ARTICLE 23

### SPECIAL TDY ASSIGNMENTS

Where special TDY assignments are requested of a Lake Office by the Employer, such assignment will be offered by the Lake Manager on a rotational basis, within each lake consistent with skill requirements, availability of personnel, the requirements of emergencies and continuity of operations. A roster of special TDY assignments worked and refused will be maintained by the Lake Manager for each calendar year to assure that each employee receives substantially the same consideration. The special TDY assignment roster may be reviewed and discussed with the Lake Manager by the lake steward.

TDY assignments required by training programs, approved in an employee's annual training plan or required by the employee's regular work assignments including memberships on committees and special organizations such as the District's flood fight team, and requests for specific people by higher authority are not included.

## ARTICLE 24

### ON-THE-JOB TRAINING

On-the-job training is recognized as a valuable method to increase the work skills and experience base of all employees. Employees desiring such training will discuss their desires at the time of their Annual Employee Performance Appraisal with their immediate supervisor. Realistic on-the-job training assignments will be agreed to in Section 11 of DA Form 4969. If more than one employee desires the same training and the employer cannot provide such training to all employees seniority, (S.C.D.) will determine who receives the training. Previous on-the-job training in any given area of work will result in that employee being placed at the bottom of the list for training in that area of work.

## ARTICLE 25

### MISCELLANEOUS

SECTION 1. (Bathhouse) The employer shall provide a bathhouse for employees complying with current regulations. It shall be the responsibility of the employer to see that the bathhouse is maintained in a clean and sanitary condition. There shall be no charge to the employee for the use of the bathhouse. The employer shall furnish soap in the bathhouse. The bathhouse shall be heated.

SECTION 2. (Parking Facilities) The employer shall provide and maintain parking facilities for employees' vehicles.

SECTION 3. (Lunch Time and Lunchrooms) Lunches will be taken at the work site. Government vehicles are not to be used for travel to and from lunch. Lunch time is the employee's time and may be used as he or she desires. At each lake the employer shall provide one lunchroom, with a refrigerator for perishable food, which may be used by any employee if they so desire.

## ARTICLE 26

### FURLOUGH

SECTION 1. The employee will be informed in writing a minimum of twenty working days before a furlough. The employee will sign the furlough notice to show receipt.

SECTION 2. The employee will be given a recall date in the same letter he/she receives the furlough notice.

## ARTICLE 27

### DRIVER'S LICENSE

The employee shall notify his/her immediate supervisor within 90 days prior to the expiration of his/her Federal District License. The employer will insure that the license is renewed on time. No employee will drive a Government vehicle without a current Federal District License. Appropriate state driver's license will be required as per the individual's job description.

## ARTICLE 28

### JOB DESCRIPTION

SECTION 1. The employer agrees to discuss with the employee all aspects of his/her job position in order to have a better understanding by both parties as to exactly what is expected.

SECTION 2. Any employee in the unit who feels that his/her position is inaccurately classified may present his/her complaint orally to the supervisor. Normally, within five workdays the supervisor will discuss the matter with the Employee and explain, with assistance from the Civilian Personnel Office as needed, the basis upon which the job has been evaluated. If the Employee is not satisfied with the explanation received, he/she may file a classification complaint in writing, through supervisory channels, addressed to the District Engineer. The Employer will act promptly to investigate the complaint and the District Engineer will sign a decision, in writing, within 30 calendar days, forwarding it through channels to the Employee. Upon receipt of the District Engineer's decision, the employee may request review by higher headquarters in accordance with applicable regulations.

a. General Schedule (GS) employees may file an appeal within DA or proceed immediately by filing a written appeal with the Office of Personnel Management (OPM) in accordance with applicable regulations.

b. Wage Grade (WG) employees must file an appeal within DA, and upon receipt of a decision may continue the appeal with OPM in accordance with applicable regulations.

## ARTICLE 29

### PROPERTY

Unit Employees given responsibility for accountable property will be given complete control of the property and a means of securing such property.

## ARTICLE 30

### ACCESS TO REGULATIONS

SECTION 1. District regulations relating to personnel management will be available at each Lake Management Office. The union president and all lake stewards shall receive a copy of all such regulations.

SECTION 2. The Employer shall make the regulations of the Office of Personnel Management and the Department of Army available to union representatives upon request. The request shall be reasonable and related to personnel actions which are to be, or have been, implemented.

## ARTICLE 31

### EMPLOYEE RECOGNITION

The employer shall appoint a committee at each lake, comprised of not less than 2 non-supervisory members, one being GS and one being WG, which will meet from time to time for the purpose of recommending to the Lake Manager those unit employees whose exemplary service deserves recognition.

## ARTICLE 32

### FIRE FIGHTING

All employees fighting fires will have taken the US Forest Service Fitness Test for fires and will be used in accordance with the test results. Those employees who do not pass the test will not be used on fires.

## ARTICLE 33

### DUTY STATUS DURING INCLEMENT WEATHER OR EMERGENCY CONDITIONS

During adverse weather or other emergency conditions, the Lake Manager will determine if lake employees should be sent home or should remain at home until conditions improve that would allow for safe travel in reporting for duty. When the Lake Manager

makes this determination, Administrative Leave will be given all employees at the lake.

The Lake Managers will base their decision on information obtained from one of several sources, therefore: National Weather Service, road, street or highway department, and/or local law enforcement agencies.

Should the Lake Manager determine that normal working conditions prevail, employees will be expected to report for duty as usual. In the event of severe inclement weather that does not warrant closing of the lake, a liberal leave policy would be in effect.

All employees are expected to report for duty unless informed by the Lake Office.

Each Lake Manager will set up a procedure to contact all employees of a lake closing. This procedure will be placed on employees bulletin boards.

Because of the nature of our job, there are times when it is essential to man the lakes even during severe inclement weather or emergency conditions, therefore, to run pump stations, change gates, etc. At those times, the Lake Manager will designate those employees who must report for work to carry out these essential tasks.

#### ARTICLE 34

#### PRODUCTIVITY

SECTION 1. The Employer, and the Union recognize that they have a common interest in such matters as the elimination of waste; the conservation of materials, supplies, and equipment; the improvement in quality of workmanship and service; the maintenance of effective supervisor/employee communications; the maintenance of an atmosphere in which every employee can give a day's work for a day's pay; the correction of conditions making for grievances and misunderstanding; the encouragement of courtesy in the relations of employees with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions and the strengthening of morale in the Service.

## ARTICLE 35

### SUPPORT FOR THE NATION

It is recognized by both the Employer and the Union that high unemployment continues to be a major problem for many Americans. Many different programs have and will be implemented to combat this problem. Examples of such programs would be Title X, YACC, YCC, Stay-in-School, and CETA. These programs will not replace any permanent, permanent part-time, or seasonal employees. The Union and Management agree to support these programs to the fullest.

ARTICLE 36

ENVIRONMENTAL DIFFERENTIAL PAY

1. Employees will receive environmental differential or hazard pay in accordance with the following table.

<u>CATEGORY</u>	<u>PAYMENT</u>		<u>NATURE OF DUTIES</u>	<u>NOTES</u>
	<u>WG</u>	<u>GS</u>		
Rough Water Search & Rescue	15%	25%	Search and rescue at night or winds of 35 mph or over.	Wind taken at lake office at lake weather station.
High Work	25%	25%	Over 100'	
Hot Work	4%	4%	110° temperature in enclosed unvented structures or space.	Enclosed unvented structures or space will be determined by the lake manager. Temperatures in work areas or structures will be measured by an official weather thermometer. It is Branch Policy that no employee will work under hot work conditions except in an emergency.

<u>CATEGORY</u>	<u>PAYMENT</u>		<u>NATURE OF DUTIES</u>	<u>NOTES</u>
	<u>WG</u>	<u>GS</u>		
Fires - High Degree Low Degree	25% 8%	25% 25%	GS - Any uncontrolled fire, therefore forest, grass, range, or structure.  WG High Degree - For noncontrolled forest or grass fires prior to the time of their official containment.  WG Low Degree - For all other fires.	1. No employee will enter a burning structure. Structure fires will normally be fought by local fire departments.  2. Planned, controlled fires such as trash burning, slash burning, controlled burns of forest areas or grass areas are not included in this category.  3. Each fire will have a fire boss on the job at all times. It will be the fire boss's decision when a fire has been contained and is under control . This time will be made part of the official fire report and will be used when a fire changes from high degree to low degree.

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2. The Union may bring additional categories to the management's attention at any time for study and consideration of payment of EDA or hazard pay in accordance with existing regulations.



## ARTICLE 37

### CONTRACTING OUT

SECTION 1. The Employer will notify and consult with the Union concerning management's considerations to contract out work which affects staffing, grades, or other conditions of employment, 30 days in advance of the contract being advertised.

SECTION 2. Notification and consultation concerning the above may include, but are not limited to:

- a. the reasons for contracting out;
- b. Union recommendations;
- c. how unit employees will be affected;
- d. how to minimize any effects on employees by reassignment, retraining, restriction of contractual labor, etc.

The Employer agrees to seriously consider the views and recommendations of the Union before implementing a decision to contract out; however, the Employer retains the right to unilaterally make the decision to contract out.

SECTION 3. When the decision is to proceed, the Union will be furnished a copy of each solicitation at the same time it is mailed to prospective contractors.

SECTION 4. Subsequent to opening of bids/proposals, the Union shall be afforded the opportunity to review the "in-house" estimate (IGCE), if applicable, and make comments thereto.

SECTION 5. The Employer agrees to attempt to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained to the maximum extent possible.

## ARTICLE 38

### REDUCTION-IN-FORCE ACTION

SECTION 1. For purposes of this Article, a reduction-in-force occurs when an employee is released from his/her competitive

level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement when lack of work or funds, reorganization, reclassification due to change in duties or the need to make place for a person exercising reemployment Or restoration rights requires the Employer to release an employee.

SECTION 2. The employer agrees to notify the Union at the very earliest date, but no less than 90 calendar days in advance of any proposed reduction-in-force. Such notification will be in writing and prior to any notification to affected unit employees. The written notification shall include the following information:

- a. The reason for the reduction-in-force;
- b. The numbers, types and grades of the employees to be affected;
- c. The proposed effective date of the action and
- d. A copy of the retention register.

SECTION 3. To eliminate or minimize the adverse effect upon employees in a reduction-in-force situation, the Employer shall follow applicable OPM and DA regulations to the maximum extent possible in utilizing alternatives to a RIF such as but not limited to attrition, reimbursable details, reassignment to existing vacancies, retirement options, and the freezing of vacancies.

SECTION 4. If a reduction-in-force is necessary, the Employer shall make every effort to ensure that each affected employee has an opportunity to be considered for and placed in existing vacancies for which he/she is qualified prior to separation.

SECTION 5. Competitive areas and levels shall be established in accordance with applicable law and regulation.

SECTION 6. The Employer shall provide a written specific notice in duplicate to each affected employee 60 calendar days prior to the effective date of the specific RIF action.

SECTION 7. Any employee receiving a specific RIF notice may review the retention register with his/her Union representative for his/her competitive level as well as those competitive levels where there are employees who may displace the employee

and into which the employee believes he/she may bump or retreat to.

a. A current retention register shall be made available at each lake office.

b. Employees shall be in a duty status when reviewing the retention registers.

SECTION 8. All Lake Stewards and the Union President shall be granted reasonable official time to review the retention register.

SECTION 9. Both the Union and any affected employee shall have reasonable access to other relevant and related material in addition to the retention register.

SECTION 10. Upon receipt of a specific notice with an offer of placement and reassignment, the employee shall have 15 calendar days to either accept or reject said offer. If the employee rejects the offer, he/she may be separated.

SECTION 11. All reassignments involving geographic relocation shall be at the Employer's expense, in accordance with applicable regulations.

SECTION 12. When an employee accepts a geographic relocation as a result of reassignment under a reduction-in-force, the Employer shall grant administrative leave for such an employee to go on a house hunting trip to the next location. Travel and per diem shall be paid for such a trip, in accordance with applicable regulations.

SECTION 13. No employee shall be required to relocate sooner than 60 days after the date they accepted the reassignment.

SECTION 14. The Employer shall provide counseling for all employees affected by the reduction-in-force.

SECTION 15. The Lake Manager shall provide any separated employee with the appropriate information regarding unemployment benefits available to them.

SECTION 16. The Employer shall provide information and assistance to the employees in registering in the Office of Personnel Management's Voluntary Interagency Placement Program as outlined in OPM instructions.

SECTION 17. The Employer shall establish a list composed of all employees separated as a result of the RTF.

SECTION 18. The Employer agrees to refer any Group I or Group II separated employees to the Office of Personnel Management's Displaced Employee Program.

SECTION 19. The Employer will maintain all lists, records and information pertaining to the reduction-in-force for at least one year. If an action is under adjudication the records will be kept until final decisions.

SECTION 20. The Union may request that the effective date of a reduction-in-force for a Union official be delayed for 90 days. If the delay cannot be granted, up to 108 hours will be authorized for the Union official to train, orient, and transfer grievance and appeal cases to his/her successor.

## ARTICLE 39

### EXCAVATION

SECTION 1. All work in excavation will be carried out in compliance with the latest issue of EM 385-1-1, Section 23. All employees and managers will assure that safety requirements of this section are carried out and that no work be carried on unless a proper shoring system, sloping of the ground, or other equivalent means has taken place.