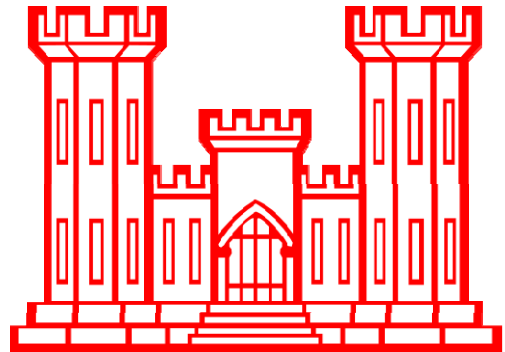


# **AGREEMENT**

**Between**

**The American Federation of Government Employees**  
**Local No. 1938**

**and the**



**U.S. Army Engineer District**  
**Huntington, West Virginia**

**2 April 2016**

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**BASIC AGREEMENT  
BETWEEN  
U.S. ARMY ENGINEER DISTRICT HUNTINGTON  
AND  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL #1938**

**PREAMBLE**

All employees will be treated fairly.

In accordance with the provisions of Title 5, U.S. Code Labor-Management Relations, Chapter 71 (5 U.S.C. 71), the following articles of this Basic Agreement constitute the total Agreement by and between the U.S. Army Engineer District, Huntington, West Virginia, hereinafter referred to as the Employer, and the American Federation of Government Employees (AFGE), Local #1938, hereinafter referred to as the Union.

Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled.

**WITNESSETH**

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

WHEREAS, the parties recognize that the public interest demands the highest standards of employee performance and implementation of modern progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of 5 U.S.C. 71, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and to provide means for amicable discussion and adjustment of matters of mutual interest.

WHEREAS, the Employer and the Union agree to encourage effective and efficient work habits on the part of all employees covered in this agreement; as well as fair supervisory practices.

WHEREAS, the Union agrees to support the Employer in its desire to eliminate waste; combat absenteeism; conserve materials and supplies; complete jobs on time; maintain and continue to improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents; promote the development of good-will between the employees and management; and to take positive steps to promote high morale within the unit.

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE 1  
UNIT DEFINITION**

The Employer hereby recognizes the Union as the exclusive bargaining unit representative under the provision of Chapter 71 of Title 5 U.S. Code, hereinafter referred to as the Statute, for the unit comprised of all non-supervisory employees of the Locks and Dams structures, Reservoirs, Lakes, Parks, Repair Fleet and the Marietta Repair Station under the jurisdiction of the Huntington District.

**ARTICLE 2  
MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 1.** This article shall be administered in accordance with 5 U.S.C. Chapter 71 and this Agreement. The purpose of this article is to set forth the statutory management rights.

**Section 2.** Subject to Section 3 of this Article, management officials retain the sole discretion to assign work and retain their authority:

- 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, layoff, 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 conducted;
  - (3) with respect to filling positions, to make selections for appointments from -

- (a) among properly ranked and certified candidates for promotion; or
  - (b) any other appropriate source; and
- (4) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

**Section 3.** Nothing in the foregoing Section 2 shall preclude the Employer and the Union from negotiating:

- a. at the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational sub-division, work project or tour of duty, or on the technology, methods, and means of performing work;
- b. procedures which management officials of the agency will observe in exercising any authority under this section; or
- c. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

**Section 4.** Subjects appropriate for negotiation must be within the authority of the District Commander and permissible by applicable laws, Executive Orders (E.O.), and Office of Personnel Management (OPM) regulations as implemented by the Department of the Army (DA).

**Section 5.** The Agency will continue to provide office space to the Union as it had prior to the effective date of this agreement. That office space will be of sufficient size to allow the Union to effectively perform its representational functions.

**Section 6.** The District's intranet site will contain an electronic copy of the collective bargaining agreement (CBA) and will be updated with new supplemental agreements within a reasonable period of time after each supplemental agreement is signed.

**Section 7.** After the Union has established a particularized need with specificity for the information it is requesting, the Agency will furnish to the Union, or its authorized representatives, upon request, and to the extent not prohibited by law, data concerning the Bargaining Unit which:

- a. is normally maintained by the Agency in the regular course of business;

- b. is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- c. does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

### **ARTICLE 3 PERSONNEL POLICIES**

In the administration of all matters covered by this agreement, management and employees shall be governed by existing and future laws, and by existing regulations, policies, and practices. The Employer shall provide the Union the opportunity to, at the Union's discretion, and within forty-five (45) calendar days from receipt of written notification, make comments or request negotiation on:

- a. regulations or policies resulting from changes in applicable laws or regulations issued by the Agency (U.S. Department of the Army) or higher level authority after the effective date of this agreement; or
- b. changes in personnel policies, practices, etc., affecting working conditions deemed essential by Employer and differing from or not covered by this bargaining agreement.

### **ARTICLE 4 EMPLOYEE RIGHTS AND PRIVILEGES**

**Section 1.** Employees of the Huntington Engineer District shall have, and shall be protected in the exercise of, the right, freely without fear of penalty or reprisal, to form, join, and assist any employee organizations (Union), or to refrain from such activity.

**Section 2.** An employee in the bargaining unit may be represented at any examination of the employee by a management official in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation. This employee's right does not apply to everyday work-related communications between the supervisor and employee.

**Section 3.** 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, pursuant to the separate agreement for allotments for payment of dues entered into by the Union and the Employer.

**Section 4.** Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer through the employee's normal chain of command.

## **ARTICLE 5 EMPLOYEE BENEFITS**

**Section 1.** Employees covered by this agreement shall be entitled to all privileges and benefits accruing to Federal employees consistent with their type of appointment and status.

**Section 2.** The Employee Assistance Program (EAP) can help employees and their immediate family members with financial problems, work-related stress, legal issues, depression, family issues, marital issues, relationship issues, alcohol/drug problems, or any situation causing feelings of worry or stress. Counselors are available 24 hours a day, 7 days a week. EAP services are confidential. Employees covered by this contract may obtain counseling services by calling 1-800-799-9EAP (9327).

## **ARTICLE 6 UNION RIGHTS AND RESPONSIBILITIES**

**Section 1.** Pursuant to 5 U.S.C. 7114 (a)(1), the Agency recognizes the Union as the exclusive representative of the employees in the unit certified by the Federal Labor Relations Authority (FLRA) Union's Certification. As such, the Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership.

**Section 2.** Pursuant to 5 USC 7114(a)(2)(A), the Union shall be given the opportunity to be represented at formal discussions between employees it represents and representatives of the Agency concerning grievances, personnel policies and practices, or other general conditions of employment.

The representative designated by the Union will be given reasonable notice of formal discussions that are to be held and will have full participatory rights during the meeting to the extent afforded to other employees. If that official or designee is not available, the Agency shall contact the Union President or the acting President in his/her absence.

**Section 3.** As provided in 5 U.S.C. 7114 (a)(2)(B), the Union has the right to be represented at any examination of an employee in the bargaining unit by a representative of the Agency in connection with an investigation if—

- a. the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. the employee requests representation.

The Union may request which representative will be assigned to any particular investigatory examination. Management will give full consideration to any reasonable request.

**Section 4.** Consistent with postal regulations, the Union shall have use of the Agency's metered mail limited to labor relations representational matters but not including matters relating to internal Union business.

## **ARTICLE 7**

### **OFFICERS AND STEWARDS OF THE UNION**

**Section 1.** Stewards will be assigned by the Union to ensure that Stewards will be readily accessible to employees. A list of names of Officers and Stewards will be given to the Employer by the Union annually and when changes are made. Additionally, this list will be placed on the Union's bulletin board at each project location. Union representatives will receive official time for the performance of representational duties in accordance with this article.

**Section 2.** The Officers and Stewards of the Union employed by the Employer will be authorized to leave their work areas, without charge to leave or loss of pay, after obtaining supervisory approval. Permission will be granted in the absence of compelling circumstances to the contrary, to bring about the prompt disposition of grievances and complaints in the accomplishment of representational duties required to administer the provisions of this agreement. Official time shall be afforded to Union Officers and Stewards if they are otherwise in a duty status for:

- a. the preparation and processing of grievances, complaints, arbitration, or appeals concerning disciplinary and adverse actions; and for
- b. resolution of unfair labor practice charges.

Management shall give consideration to making schedule changes to facilitate the contract or to extending filing deadlines for grievances when extenuating circumstances beyond the Union's control prohibit the timely filing of such



grievances. The Agency shall pay mileage and parking fees incurred while on official business provided that the Union official has received prior supervisory approval. The Agency will pay per diem in accordance with the Joint Travel Regulation (JTR), subject to prior supervisory approval, when the Union representative is on official time conducting representational duties that may not be otherwise efficiently conducted. Official time will not be used to conduct internal business (other than the required reports to other governmental agencies).

**Section 3.** Union Stewards will be afforded an opportunity to consult another Union official upon request to facilitate the settlement of a complaint or grievance arising between the Union and Employer. Such consultation may be in person and shall qualify for official time in accordance with Section 2 of this Article.

**Section 4.** It is agreed that the original point of contact by the Union for discussion of complaints or other matters pertaining to this agreement will normally be the lowest level supervisor having authority to act on the matter.

**Section 5.** All Union representatives will record official time spent in administering the Agreement or in other labor-management matters required by law and/or regulation. The following codes will be used by employees when submitting their bi-weekly time for payroll:

- a. BA - Term Negotiations
- b. BB - Mid-Term Negotiations
- c. BD - Labor Management Relations
- d. BK - Grievances and Appeals.

The codes above can be found in the Timekeeper's manual. Additionally, official time will **ONLY** be charged to overhead funds. Project funds are not appropriate for official time use.

**Section 6.** When the Agency's budget and mission allows, the Employer agrees to grant official time and travel in accordance with the JTR to Union representatives to attend labor relations training or other training that is beneficial to both the Agency and the Union collectively. The registration fees for such training shall be borne by the Union.

Written requests, including an agenda will be forwarded within a reasonable period of time in advance of the training to the labor relations specialist who will evaluate the training request to ensure it is beneficial to the Agency,

request any additional information from the Union in order to evaluate the request, and then request approval from the employee's supervisor to attend the training.

Official time for training will be approved except in cases where the absence of the employee or employees will adversely impact the employee's work requirements. When a request for official time for training is disapproved for any reason, the reason/s for such disapproval will be furnished to the representative who made the request and to the Union President at the time of disapproval.

## **ARTICLE 8 DUES WITHHOLDING AGREEMENT**

**Section 1.** In regard to regular monthly dues, the Employer and the Union agree to the following:

The Union will be responsible for:

- (a) purchasing Standard Form 1187,
- (b) distributing Standard Form 1187 to eligible employees in the unit defined by Article 1 of this Agreement,
- (c) certifying as to the amount of its regular monthly dues as computed on a 26-biweekly pay period basis,
- (d) delivering the completed Standard Form 1187s to the appropriate authority, and
- (e) educating its members on the voluntary nature of the program for the allotments for the payment of regular monthly dues and the uses and availability of SF 1187 and SF 1188.

**Section 2.** Employees upon entering the unit as defined by Article 1 of this Agreement may submit an allotment for payment of regular monthly dues at any time. This allotment will become effective within 60 calendar days after submitting the completed request.

**Section 3.** Regular monthly dues withholding will be terminated when:

- (a) the employee leaves the unit except by detail,
- (b) the Union loses its exclusive representation for the unit,
- (c) the employee's regular monthly dues withholding agreement terminates or is suspended by an authority outside the DA, or
- (d) the employee is suspended or expelled by the Union.

**Section 4.** The Union will promptly notify the payroll liaison representative of the Employer by letter (in duplicate) when a member is suspended, expelled, or for any reason ceases to be a member in good standing.

**Section 5.** The payroll liaison representative shall be responsible for notifying the Treasurer of the Union by transmittal of a copy of Standard Form 1188 when an employee signs a revocation of an allotment.

**Section 6.** An employee may revoke an allotment for payment of regular monthly dues at any time by submitting a SF 1188 within two (2) weeks before or two (2) weeks after the employee's union membership anniversary date to the District Resource Management Office with a copy to the Union's Treasurer. However, such revocation shall not become effective until the first full pay period beginning one year after the effective date of the employee's authorization for allotment for dues. Any revocation after the first year will become effective at the beginning of the first pay period following the employee's union membership anniversary date.

**Section 7.** The Treasurer of Local 1938 will receive from the appropriate payroll office after each pay period, remittance of the dues withheld from the members of the local, and a listing of the names and amounts withheld. The total amount collected, amount withheld for service fee, and the net amount due the Union will be shown.

**Section 8.** The Union's Treasurer will submit a list of anniversary dates of Union members to the Agency annually.

## **ARTICLE 9 EFFECTIVE DATE AND DURATION**

**Section 1.** This agreement shall become effective on the date of approval by the Department of Defense (DoD) or on the thirty-first (31st) calendar day after signature by the District Commander if approval or disapproval has not been made and shall remain in full force and effect for three (3) years from the effective date.

**Section 2.** Either party may give written notice to the other no more than one hundred five (105) nor less than sixty (60) calendar days prior to the three (3) year expiration date, for the purpose of renegotiating this agreement. The terms of this agreement will remain in effect during the renegotiation of this agreement and until such time as a new agreement is approved. When either party serves notice of intent to renegotiate in accordance with the terms of this section, the party will indicate what articles are to be renegotiated and will also indicate the subject matter of any new articles which will be proposed. The parties will meet within thirty calendar (30) days of receipt of notice to renegotiate.

**Section 3.** If neither party serves notice to renegotiate this agreement, in accordance with Section 2 of this article, the agreement shall be automatically extended for a one (1) year period. The agreement shall, however, be brought into conformance with all existing compelling need and government-wide regulations at that time.

## **ARTICLE 10 AMENDMENT OR MODIFICATION OF AGREEMENT**

**Section 1.** Either party may request renegotiation of this Agreement by notifying the other in writing that a conference is desired for that purpose. The notice shall state the nature of the revision desired and must be given not less than ninety (90) calendar days prior to the term of this Agreement. The conference shall be convened within thirty (30) calendar days of the date of receipt of such notice.

**Section 2.** Amendments or supplements to which the parties agree shall become effective upon approval by DoD or on the thirty-first (31st) calendar day after signature by the District Commander if approval or disapproval has not been made and shall remain in full force and effect until the agreed upon expiration date.

**Section 3.** Upon renegotiation of this Agreement, managers and stewards will receive joint training concerning the changes in and content of this agreement within 120 calendar days of approval.

## **ARTICLE 11 LABOR-MANAGEMENT PARTNERSHIP**

**Section 1.** The Union and the Employer, as recognized in the Preamble to this Agreement, recognize that the participation of employees in the formulation and implementation of personnel policies and practices affects their well being and the efficient administration of the government. The parties further recognize that the entrance into a formal agreement with each other is but one act of joint participation, and that the success of a labor-management relationship is further assured if a forum is available and used to communicate with each other. They, therefore, agree to the structure of a Labor-Management Relations Committee for the purpose of exchanging information and the discussion of matters of concern or interest to each of them, in the broad area of personnel policy or practice.

**Section 2.** Membership on the Labor-Management Relations Committee will consist of no more than four (4) to five (5) members by the Employer and an

equal number selected by the Union for the purpose of considering all questions in connection with personnel policies, practices, matters affecting working conditions, and application of the provisions of the agreement.

**Section 3.** The Committee will meet quarterly at a place mutually agreed to by each party. Special meetings may be called by mutual agreement.

**Section 4.** The Employer agrees to pay necessary travel and per diem expenses for employees who attend Labor-Management Relations Committee sessions.

**Section 5.** The parties agree to furnish each other a written agenda of items to be discussed at least 14 calendar days prior to the meeting. If either party forwards an agenda, the meeting will be held.

## **ARTICLE 12 HOURS OF WORK**

### **Section 1. General Provisions**

a. Except as provided under the provisions of a compressed work schedule, the workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek shall be scheduled on five (5) days, Monday through Friday, except for those employees whose services are determined by the Employer to warrant other basic workweeks.

b. Compressed work schedules may be implemented at projects where mission requirements allow. Those work schedules include but are not limited to:

- (1) Twelve (12) hour shift: This compressed work schedule may be utilized for employees engaged in lock and dam operations to ensure 24 hour continuous coverage at navigation facilities.
- (2) Ten (10) hour shift: This compressed work schedule may be utilized for field employees, excluding those covered in Section 1.b.(1) above.
- (3) Other compressed work schedules, such as 5/4/9s may be utilized for field employees, excluding those covered in Section 1.b.(1) above.

c. The basic workweek which consists of the scheduled days and scheduled hours (shift hours), within each scheduled day for each regular shift, are established by the Employer in accordance with applicable regulations. Changes in the basic workweek of a regularly established shift will be discussed in advance with the Union in accordance with Title VII, unless the mission of the Employer is seriously handicapped.

d. The basic non-overtime workday shall not exceed eight (8) work hours, except for employees working compressed work schedules. For employees on compressed schedules, their workday will consist of the number of hours they're scheduled to work per day. Employees will leave the work site when properly relieved. Employees utilizing the alternate work schedule program will be paid overtime only for those hours which have been ordered and approved.

e. Breaks in working hours of more than one (1) hour may not be scheduled in any basic workday.

f. Pursuant to the provisions of AR 690-990-2, Book 610, supervisors will normally grant a 10-15 minute rest period during the first half and the last half of each workday falling within the employee's regular tour of duty.

g. In the interest of safety and the proper care of tools and equipment, the Employer will permit a reasonable period for employees to return tools, clean up their work area and machinery as necessary, and for personal clean-up time prior to the end of their shift for these purposes.

h. It is agreed that employees seeking supplementary education or training will be given consideration in terms of shift changes to permit attendance.

i. It is agreed that employees shall be permitted to exchange scheduled shifts providing the change is approved in advance by the supervisor.

j. When changes must be made within the administrative workweek, employees who are required to work on previously unscheduled days and/or shifts shall be returned to their original work schedule when the situation permits.

k. A wage grade employee regularly assigned to a night shift shall continue to receive his/her regular night shift differential during a temporary assignment to a shift having a lower or no differential. When temporarily assigned to a shift having higher differential, the higher differential shall be paid.

l. Rotating shift employees shall be permitted to use annual leave, leave without pay (LWOP), or work a one (1) additional hour overlap at the time of conversion to daylight savings time to maintain their shift. Employees must notify their supervisor in writing by the Friday preceding the change as to which option they wish to select.

m. Schedule changes shall be posted as far in advance as possible, unless unusual circumstances preclude advance notice.

**Section 2.** Shift employees shall be entitled to a 1-shift rest period between shifts wherever possible and practicable.

**Section 3.** The Repair Fleet crews will rotate shifts after every other pay period throughout the fleet season in order to maintain a fair and equal balance of the higher shift differential pay. The crews will not rotate shifts when working overtime due to the physical demands placed on employees who would have to do a double back shift.

## **ARTICLE 13 HOLIDAY WORK**

**Section 1.** In accordance with existing law and regulation, employees will be excused from work without loss of pay on a designated holiday or, if the employee is required to work, the employee will be paid at a premium rate.

**Section 2.** When no work is performed on a holiday, an eligible employee will receive his/her regular rate of pay in effect for that day. If a holiday falls within the regularly scheduled workweek and work is performed, the employee will be paid applicable holiday premium pay. If work is performed on a holiday, but outside the regularly scheduled tour of duty, compensation will be at applicable overtime rates.

**Section 3.** A record of holiday work will be maintained and used for equalization purposes. When no shift employees are scheduled or schedule time off on a holiday and holiday work is necessary, management will resort to the holiday roster to determine who will be offered the holiday work. Payment for this work will be in accordance with applicable regulations.

**Section 4.** Shift differential will apply where appropriate.

## **ARTICLE 14 PER DIEM AND TRAVEL**

**Section 1.** Per diem, travel, and reimbursable expenses will be paid in accordance with the JTR or applicable travel regulations.

**Section 2.** Travel orders will be issued before performance of travel unless urgent or unusual situations prevent it.

**Section 3.** The Employer will pay reasonable incidental expenses.

## **ARTICLE 15**

### **PERMANENT DUTY STATION**

**Section 1.** The permanent duty station (PDS) for all new hires assigned to the Marietta Repair Fleet (MRP) will be established as Marietta, OH. As such, all JTR travel entitlements for these employees will be based upon a PDS of Marietta, OH. For this article, the definition of “new hires” is any employee, external to the Repair Fleet, who accepts a position with MRP.

**Section 2.** Any employee currently assigned to the MRP who currently has a duty station other than Marietta may change his/her duty station to Marietta at any time. Once the employee’s duty station is changed to Marietta, the employee will not be able to change it to another duty station.

## **ARTICLE 16**

### **OVERTIME**

**Section 1.** When management determines that overtime work is required, the appropriate employees will be notified as soon as possible. The Union recognizes that employees of the Employer have a collective responsibility to perform any overtime required by the Employer. Overtime assignments shall be made as the need of the work requires and every attempt shall be made to distribute overtime as fairly as possible to all employees at their project.

**Section 2.** The overtime roster will be specific to the project. Only bargaining unit employees will be listed on the overtime roster, except in the situations covered by Sections 5 and 6 of this article. The employee must be qualified to perform the work offered. The project supervisor will determine who is qualified. Overtime will be offered according to seniority by service computation date (SCD) at the beginning of the year, and then the lowest hours worked according to seniority. Less than twenty-four (24) hour notice of unanticipated absence will designate overtime call-out procedures for minimum strength staffing situations.

**Section 3.** Overtime worked by an employee away from his/her permanent project will not be charged to the overtime roster.

**Section 4.** An employee shall receive at least two (2) hours of pay at the applicable overtime rate if he/she is called back to work on an overtime basis within his/her basic work week, or on one of the employee’s scheduled non-workdays, even if the employee is not utilized for the full two (2) hours, unless the affected employee resides in government quarters on site. Overtime work continuous with the starting or ending of a shift is not covered by this section.



**Section 5. Floating Plant Protective Watches.** Overtime to perform weekend and other protective watches that do not require the use of the entire Fleet will be worked by a team consisting of a permanent plant employee (Lock and Dam Supervisors are considered permanent plant employees under this section) and a permanent non-plant employee for each shift. The permanent plant employee will be in charge of the shift. Two (2) 12-hour shifts will be worked for this overtime. A separate overtime roster will be established in SCD order by job category for this duty. At the start of the work season, overtime will be offered initially to the employees in the lowest graded job category. The offering of overtime will then progress upward through the job categories. Overtime hours worked will be posted on the roster as they are worked. Overtime will be offered to the seasonal employee with the lowest amount of overtime posted.

**Section 6. Fleet Movement / Relocation.** Plant employees, lock and dam supervisors, the towboat engineer, and cook will normally move the Fleet from project to project. Other seasonal employees who desire to volunteer for this duty will be identified. Only those employees will be offered the overtime. A separate overtime roster will be maintained for this duty. Seasonal employees who do not desire to perform this duty will not be offered the overtime nor will they be charged the overtime as hours worked on the overtime roster. The posting of overtime worked and/or declined shall be in accordance with the procedure above for protective watches. Seasonal employees may get on and off the list once per year.

At the beginning of each major repair, the Employer will post a schedule of anticipated working weekends. The Employer will notify the Fleet employees as soon as possible when it is determined that scheduled overtime has been canceled.

## **ARTICLE 17**

### **ENVIRONMENTAL DIFFERENTIAL - HAZARD PAY**

**Section 1.** The Employer agrees that an employee in the unit engaged in work defined as hazardous by applicable regulations shall be entitled to appropriate pay differential. Additionally, the Employer agrees to compensate employees for exposures to unusually hazardous or arduous working conditions as listed in the below chart to this agreement entitled "Authorized Environmental Differentials."

**Section 2.** If a disagreement develops between the Employer and the Union as to the applicability of either recognized exposures contained within applicable regulations or in the chart below to new and additional work situations, the Union may request the Employer to seek assistance from the Federal Mediation and Conciliation Service (FMCS) towards resolution of the disagreement.

## **AUTHORIZED ENVIRONMENTAL DIFFERENTIALS HUNTINGTON DISTRICT CORPS OF ENGINEERS**

Duty Description and Category from Appendix A to Subpart E of 5 CFR 532 or  
Appendix A to Subpart I of 5 CFR 550

1. High work, including working on any structure of at least 100 feet above the ground, deck floor or roof, or from the bottom of a tank or pit and working at a lesser height if footing is unsure or structure is unstable; or if safe scaffolding enclosed ladders or other similar protective facilities are not adequate; or if adverse conditions such as darkness, steady rain, high wind, icing, lightning, or similar environmental factors render working at such height hazardous.

Reference: Part I Category 2.a. and 2.b. High Work

2. Moving the fleet within a restricted area Ohio-50 plus feet on dam opening Kanawha - 10 plus feet on dam opening.

Reference: Part I Category 14. Duty aboard surface craft.

3. Welding and related support work in:  
All lower levels of stress skin type, tainter gates, and roller gates.  
Hulls of floating plant where outside hatch is 14 feet or more away.

Reference: Part I Category 18. Welding, cutting, burning in confined space

4. Hot work: working in confined spaces when employee is subject to temperature in excess of 110 degrees Fahrenheit.

Reference: Part I Category 6.a. Hot work

5. Firefighting: officially assigned duties involving participation as a member of a firefighting crew in fighting forest fires on the fireline until the fire is declared safe or mopped up.

Reference: Part II Firefighting High Degree

## **ARTICLE 18 PLACEMENT ACTIONS**

**Section 1.** When filling vacant positions, management will determine what recruitment method will be used to fill the position, including but not limited to non-competitive lateral opportunities, including reassignment and change to lower grade, direct placement of trainees, or competitive vacancy announcements. Employee-requested lateral opportunities, including reassignment and change to lower grade will be considered equally with other recruitment sources. If the position is announced, management will consider qualified candidates from all appropriate sources consistent with OPM requirements. Sources will include employee-requested and management directed reassignments and local and outside candidates.

**Section 2.** If more than one qualified employee makes a request for lateral reassignment to the same position within the bargaining unit, management shall make a selection on the basis of merit and fitness. All other factors being equal, first consideration will be given to length of service as reflected in the SCD as shown on the employee's leave and earnings statement.

**Section 3.** Employee-requested lateral reassignments will be at no expense to the government for per diem, transportation, travel, or moving expenses if less than four (4) years have passed from the effective date of the last employee-requested lateral reassignment.

**Section 4.** Management, when requested, will counsel employees concerning self-improvement for future promotional opportunities and career development.

## **ARTICLE 19 REVIEW OF JOB DESCRIPTIONS**

**Section 1.** Each position covered by this agreement that is established or changed must be described accurately in writing and classified to the proper occupational title, series, and grade.

a. Employees will be furnished a current copy of the description of the position to which they are assigned. All job descriptions for the District are located at the website [www.cpol.army.mil](http://www.cpol.army.mil), under FASCLASS tool. Copies of an employee's job description may be obtained from FASCLASS by the supervisor or employee.

b. An employee dissatisfied with the classification of his/her position should first discuss the problem with his/her supervisor. If the supervisor is

unable to resolve the issue to the employee's satisfaction, the employee can discuss his/her dissatisfaction with a representative of the Civilian Personnel Advisory Center (CPAC) who will explain the basis of the classification / job grading. If the employee still believes that there is an inequity, he/she may appeal using DA or OPM procedures as appropriate.

c. An employee may file a classification/job grading appeal at any time through appropriate procedures whether or not he/she pursues the above informal process. Employees may take action, as necessary, to assure that those concerned are aware of the range and extent of the duties they perform.

**Section 2.** Employees or their representatives who elect to appeal the classification/job grading of their position will upon request, be provided a copy of appeal procedures and all pertinent information which is part of the classification/grading appeal file.

## **ARTICLE 20 PERFORMANCE APPRAISALS**

**Section 1.** Both parties recognize that Public Law 95-454 contains the legal requirement that agencies within the Federal Government establish and use a performance appraisal system applicable to all employees. The parties agree that the administration of such a system shall be conducted in accordance with the Total Army Performance Evaluation System (TAPES) or any successor appraisal system.

**Section 2.** Before completing performance appraisals or ratings for Merit Promotion or Placement (MPP) actions, the rating official will consult with the shift responsible employee or work leader on the employee to be evaluated. The appraisal shall be discussed by the rating official with the employee being evaluated and the employee shall be afforded the opportunity to make any comment(s) he/she desires regarding the appraisal during the review. If requested, other documents maintained by the immediate supervisor will be presented at this time for review and initialing by the employee.

**Section 3.** It is Management's intent to provide performance feedback, both positive and negative, to employees throughout the rating cycle, whether given during regularly scheduled performance meetings or unscheduled discussions. Documentation of those discussions may be placed in the supervisor's file of that employee. Upon the employee's request, not to exceed one time per quarter, the supervisor will share the file that is maintained at the project for review by the employee.

## **ARTICLE 21 DISCIPLINE**

**Section 1.** The Employer and the Union agree that the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. Disciplinary action will be taken by the Employer only for just and sufficient cause, in accordance with applicable rules and regulations.

**Section 2.** For the purpose of this article, the following definitions apply:

a. Disciplinary actions are defined as letters of reprimand, and suspensions of fourteen (14) calendar days or less.

b. Adverse actions consist of removals, suspensions of more than fourteen (14) calendar days, reductions in pay or grade, and furloughs of thirty (30) calendar days or less (except for seasonal non-pay status actions of seasonal employees).

c. For the purposes of this article, the definition of the word "day" means calendar day unless otherwise specified.

d. The parties agree to the concept of progressive discipline as provided for in law and/or regulation.

**Section 3.** Employee discipline is a Management right and will be conducted in a timely manner. Employee misconduct may be addressed by informal counseling/warning which may be verbal or written, written reprimand, suspension, demotion, or removal. Progressive discipline is agreed to in concept, however, it is recognized that management has the right to discipline employees and may choose not to use progressive discipline. In addition, the Employee Assistance Program (EAP), counseling or other forms of assistance may be offered to correct the offensive behavior. It is the employee's right to challenge any disciplinary action in accordance with applicable rules, regulations, and this negotiated agreement. Supervisors shall, to the extent possible, conduct discussions regarding employee problems in private.

**Section 4.** Reprimands are a formal disciplinary action designed to correct employee behavior. Reprimands will caution employees regarding the consequences of continued offensive behavior and will also specify the applicable avenues of redress. Reprimands are written notifications dealing with specific infraction(s) which are placed in the employee's Official Personnel Folder (OPF) for a period of one (1) to three (3) years. They may, however be removed at any time by the issuing supervisor. If the reprimand is removed early the affected employee will be notified.

Reprimands will caution employees regarding the consequences of continued offensive behavior and will also specify the applicable grievance and/or appeal rights. Copies of reprimands, as well as other disciplinary adverse action letters (with supporting documentation), may be kept in other files which are normal and customary for the conduct of business.

Upon request, the employee and/or his/her designated representative will be provided, in a timely manner, copies of all material that will not interfere with a pending investigation involving any disinterested party in the action at hand, which was gathered in any investigation into the matter that led to the disciplinary action.

**Section 5.** An employee against whom a suspension for fourteen (14) days or less is proposed is entitled to:

a. Advance written notice of not less than ten (10) calendar days stating the specific reason(s) for the action to include all supporting material relating to the proposed action.

b. Ten (10) calendar days to answer orally, in writing, or both, and to furnish, if desired, affidavits or other documentary evidence in support of the answer.

c. Representation by the Union in formal discussions and in the processing of grievances resulting from such actions.

d. After considering the employee's response, the Employer will issue a written decision at the earliest practicable date. If the decision is unfavorable to the employee, the decision may be grieved at the step immediately above the level at which the decision was made.

**Section 6.** Removal, Suspension for more than fourteen (14) days, Reduction-in-Grade, Reduction-in-Pay. An employee against whom such an action is proposed is entitled to:

a. Thirty (30) calendar days advance written notice (unless a shorter time is provided for by law or regulation), stating the specific reasons for the proposed action; to include all supporting material relating to the proposed action.

b. Reasonable time, consisting of fifteen (15) calendar days, unless a shorter time is provided for by law or regulation, to answer orally, in writing, or both, and to furnish, if desired, affidavits or other documentary evidence in support of the answer.

c. Representation by the Union in formal discussions and in the processing of grievances and/or appeals. The Union must represent all bargaining unit members, if so requested, in processing grievances, but is not required to represent non-union members in statutory appeals; i.e., forums or processes other than the negotiated grievance procedure.

d. A written decision containing the specific reason(s) for the action, furnished at the earliest practicable date including applicable appeal rights.

e. Employees may file only one of the following in connection with an action listed in this section:

- (1) Grievances (filed at the step immediately above the level at which the decision was made);
- (2) Merit Systems Protection Board (MSPB) Appeal; or
- (3) Equal Employment Opportunity (EEO) Complaint. The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her options at such a time as the employee timely initiates one of the actions listed above.

**Section 7.** Management will give serious consideration to granting extensions to response time for good and sufficient reason.

## **ARTICLE 22 ALCOHOLISM AND DRUG ABUSE**

**Section 1.** The Employer and the Union agree to recognize alcoholism and drug abuse as a condition that has social, psychological, and medical implications. It is a disease that is preventable and treatable. It is agreed the Employer and the Union are not concerned with the private decision of the employee to use or not to use alcoholic beverages. The parties are concerned only when alcohol and drugs create, either directly or indirectly, job-related problems. It is agreed that employees having an illness or other problems relating to use of alcohol or drugs will receive the same careful consideration and offer of assistance that is extended to employees having any other illness. An employee will not have his/her job security or promotional opportunities jeopardized by his/her request for counseling or referral assistance except as limited by applicable regulations related to sensitive or other positions that may constitute a danger for him/herself and others. Appropriate leave will be granted for treatment or rehabilitation as in any other illness.

**Section 2.** The Employer and the Union agree to conduct the Drug Testing Program in accordance with applicable regulations. All employees who are in Test Designated Positions (TDPs) are subject to random drug testing at any time. All employees are subject to reasonable suspicion drug testing. Employees who do not adhere to the applicable regulations may be subject to disciplinary action, up to and including removal from the Federal service.

**Section 3.** The Employer will provide the Union with a list of all bargaining unit employees who are in TDPs and whose names will be forwarded to the Division Coordinator for random drug testing.

**Section 4.** When an employee is required to be tested and the testing is performed outside of his/her duty hours, the Employer agrees he/she will be compensated in accordance with the law.

**Section 5.** An employee who has voluntarily admitted to illegal drug use and who has successfully completed a rehabilitation program and been returned to his/her TDP position will not be eliminated from consideration for positions for which he/she qualifies.

**Section 6.** Immediately following a positive drug test, the supervisor will direct the employee to contact the EAP. The employee will be referred for assessment, counseling, and, if applicable, referred for treatment or rehabilitation. Until the employee is released to full duty by the EAP counselor, the employee is considered a direct threat to the safety of oneself, co-workers, property, and the public. The employee will be immediately removed from all test designated duties as defined by Appendix E of EP 600-5-10 (600-1-3), USACE Drug Testing Procedures for the Army's Drug-Free Federal Workplace Civilian Drug Testing Program, and AR-85-5-8.

**Section 7.** Once the supervisor notifies the employee of the positive test, the employee is required to call the EAP within 48 hours and notify his/her supervisor when the call is made. The EAP counselor will determine when the employee has completed the program. If the employee does not complete the program within six (6) weeks, the employee will be placed on LWOP. The employee may request to use accrued leave instead of LWOP. Leave will not be approved during the suspension for a positive drug test.

**Section 8.** If the employee does not complete the program within four (4) months, the Employer may take additional disciplinary action against the employee. If the employee is not released from the program because of reasons outside the scope of the drug testing program, the Employer maintains the right to take appropriate action for efficiency of the service. After completion of the rehabilitation program, the employee will be subject to the follow-up testing program as outlined in EP 600-1-3 (6.d.).



**Section 9.** In addition to the minimum 14-day suspension, management has the authority to discipline employees for non-compliance with the requirements of the drug testing program. DoD Directive 1010.9 states that management can remove the employee from Federal service, consistent with the procedural requirements of 5 CFR 752.404, for refusal to take a drug test authorized by Executive Order (E.O.) 12564; refusal to obtain or successfully complete counseling or rehabilitation as required by E.O. 12564; or once having completed counseling or rehabilitation, failing to refrain from illegal drug use.

**Section 10.** In accordance with Appendix F, Part 6.2.7 of EP 600-1-3, removal will be proposed as a result of a second finding that an employee has used illegal drugs.

## **ARTICLE 23 RESOLUTION OF GRIEVANCES AND DISPUTES**

**Section 1.** The Employer and the Union recognize 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 grievances expeditiously and at the lowest possible level of supervision.

**Section 2.** For the purposes of this article, a grievance is defined as any complaint:

- a. By an employee(s) and/or the Union concerning any matter relating to the employment of the employee(s) (except those specifically excluded).
- b. By an employee, the Union or the Employer concerning:
  - (1) The effect or interpretation, or claim of breach of this collective bargaining agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 3.** The following matters are specifically excluded from coverage under this article:

- a. Any claimed violation of subchapter III of Chapter 73 of Title 5, United States Code.

- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under Section 7532, Title 5, United States Code.
- d. Any examination, certification, or appointment.
- e. The classification of any position which does not result in the reduction of grade or pay of any employee.
- f. Separation of any employee during the probationary period.
- g. Non-selection from a group of properly ranked and rated candidates.
- h. Non-adoption of suggestions or disapproval of honorary or discretionary awards.
- i. Termination of a temporary promotion.
- j. Individual employee complaints for which no form of personal relief to the employee is sought.
- k. Complaints pertaining to matters excluded from management's obligation to consult or confer with the Union.

**Section 4.** Grievances/appeals concerning the following actions may be filed under either the statutory or this negotiated procedure, but not both, in accordance with Section 7121, Title 5, United States Code:

- a. Action based upon satisfactory performance (5 U.S.C. Section 4303).
- b. Adverse actions (5 U.S.C. Section 7512).
- c. Discrimination (5 U.S.C. Section 2302 (b) (1)).
  - (1) Nothing in this agreement shall constitute a waiver of any further appeal or review rights under any statute.
  - (2) An employee shall be deemed to have exercised his/her option under this section when he/she timely initiates an action under the applicable statutory procedure or he/she files a timely grievance in writing under the negotiated grievance procedure, whichever occurs first. EEO related grievances shall be considered timely if:

- (a) The grievance is filed in writing within fourteen (14) calendar days after the EEO representative presents the employee a letter giving the avenues of redress for the complaint; or
- (b) The grievance is filed in accordance with Section 6 of this article, whichever period is longer.

**Section 5.** A grievance may be presented by an employee(s) without the approval of or representation by the Union. However, when an employee presents his/her own grievance, the Union will be given the opportunity to be represented at all formal discussions between the employee and management and to be present at the adjustment of the grievance. Moreover, the adjustment may not be inconsistent with the terms of this agreement.

**Section 6.** Grievances under this agreement will be processed in the following manner and employees may be represented by a Union representative or a representative approved in writing by the Union in the presentation of a grievance provided such representation does not require payment of overtime to any employee. As necessary, shift hours of employee(s) may be changed with other employee(s) to permit participation during duty hours in grievance investigations, discussions, or hearings. Where so represented, the aggrieved employee may request his/her representative to act as spokesperson.

**STEP 1.** An employee will informally present any work-related problem to his or her immediate supervisor using the information resolution process before filing a formal grievance. The problem may be presented either verbally or in writing. The employee may also request attendance of the second line supervisor. The second line supervisor may also request the presence of any additional management officials who may be able to help resolve the issue. The problem must be presented within fifteen (15) calendar days following the date of the act or event that the employee believes created the problem, or the date the affected employee became aware of the act or event. The employee may present a matter of concern regarding a continuing practice or condition at any time.

The supervisor must consider the employee's problem and attempt to resolve it within fifteen (15) calendar days. The supervisor's determination will be written. Both parties will provide any allowable documents or regulations that were shared during that informal discussion. If the problem is not resolved, the employee then may file a formal grievance at Step 2 below within fourteen (14) calendar days of the date of the supervisor's determination.

**STEP 2.** Grievances will be filed in person or in writing by the grievant (either employee or union representative) with the third line supervisor. The written grievance will include:

- a. Nature of the complaint (explain the incident or condition which has caused dissatisfaction), including the supervisor's written determination found during the informal process.
- b. Specific rules, procedures, regulations, past practices, and Articles of this Agreement that may have been violated.
- c. Name(s) of employee(s), if known, not a party to the grievance who may have further information about the matter.
- d. Corrective action requested. The remedy must be personal to the employee and may not include a request for disciplinary or other action affecting another employee.
- e. Signature (either hand written or digital) of the employee or union representative and date. Time and date stamped email will also suffice.
- f. Name(s), address(es), and phone number(s) of employee(s) represented, if any.
- g. Copies of documents related to the grievance possessed by the grievant.

The third line supervisor will give his/her decision in writing within fourteen (14) calendar days after submission of the grievance. In the event of grievances involving factors beyond the normal span of control of the third line supervisor, both parties may confer with each other and agree to elevate the grievance to a higher level. Management will furnish any documents or regulations that are used to support the decision.

**STEP 3.** If the employee is not satisfied with the decision of the third line supervisor, he/she may appeal to the Chief, Operations and Readiness Division or his/her designee. This appeal must be in writing and submitted within fourteen (14) calendar days after receipt of the third line supervisor's decision. The written grievance to the Chief, Operations and Readiness Division will include:

- a. A copy of the Step 2 grievance and decision.
- b. The reason(s) for non-acceptance of the Step 2 decision. This includes additional information to support the elevation of the grievance to the Step 3 level.

- c. Signature (either hand written or digital) of the aggrieved employee or the union representative and the date. Time and date stamped email will also suffice.

When an employee elects to represent him/herself, the Agency will furnish a copy of the written grievance and all decision letters with enclosures to the Union President or designee. The Chief, Operations and Readiness Division will give his/her decision in writing within fourteen (14) calendar days after receipt of the grievance. The employee or employee's representative will be furnished a copy of any documents or regulations not previously furnished which were used to support the decision.

**STEP 4.** If satisfactory agreement is not reached at one of the preceding steps, the grievance will be referred in writing within fourteen (14) calendar days from the receipt of the decision at Step 3, to the District Commander by the Union or by the employee presenting his/her own grievance. The written grievance to the District Commander will include:

- a. A copy of the Step 2 and Step 3 grievances and decisions.
- b. The reason(s) for non-acceptance of the Step 3 decision. This includes additional information to support the elevation of the grievance to the Step 4 level.
- c. Signature (either hand written or digital) of the aggrieved employee or the union representative and the date. Time and date stamped email will also suffice.

The District Commander will give his/her decision in writing within thirty (30) calendar days from the date the District Commander receives the grievance. If there are additional documents used as part of the decision by the Commander, they will be furnished to the employee or employee's representative as an enclosure to the decision letter.

The Commander will delay making decisions on issues beyond his administrative discretion, until a ruling/explanation can be received from the authority promulgating the policy/regulation under which the grievance is being raised. If, however, the Commander has not received an answer prior to the expiration of thirty (30) calendar days, an extension may be granted by the Union President for an additional thirty (30) calendar days. The request for extension shall be made in writing to the Union President at least three (3) working days prior to the thirtieth (30th) calendar day.

**Section 7.** If a satisfactory agreement is not reached, the Union, as the representative of the employee, may submit a request for binding arbitration in accordance with Article 24 of this agreement.

**Section 8.** Grievances or disputes resulting from continuing conditions may be presented at any time. Extensions may be mutually agreed upon to provide for unusual cases. Grievances shall be considered to be timely filed and/or answered if received by mail with a postmark indicating mailing on or before the due date. Time and date stamped email will also suffice. If a grievance is not answered in a timely manner, the grievant or Union may elevate the grievance to the next step.

## **ARTICLE 24 ARBITRATION**

**Section 1.** Arbitration shall be available under this agreement only with respect to a grievance or dispute within the scope of the negotiated procedure which is not settled to the satisfaction of either party at the final stage of the grievance/dispute procedure set forth in Article 23 of this agreement. Arbitration may be invoked only by the Employer or the Union.

**Section 2.** If either party desires to submit such grievance or dispute to arbitration, it shall, within thirty (30) calendar days after receipt of the final decision, notify the other party in writing. 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 3.** Within seven (7) calendar days after receipt of such notice the parties shall jointly request the FMCS to provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) calendar days after the receipt of such list to agree upon one of the listed arbitrators. If the parties cannot mutually agree on one (1) of the listed arbitrators, the parties will alternately strike one (1) name from the list until one name remains. A coin flip will determine who will strike the first name. The remaining named person shall be the duly selected arbitrator.

**Section 4.** The arbitrator's fees and the expenses of the arbitration, if any, shall be paid by the losing party. If the arbitrator issues a split decision, the arbitrator's fees will be borne equally by the Employer and the Union. The arbitration hearing shall be conducted, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. Employees and/or witnesses approved to attend the arbitration hearing shall be in a duty status. Union representatives attending the arbitration shall be entitled to official time provided they are otherwise already in a duty status.

**Section 5.** Either party may request the services of a court reporter for any arbitration hearing. The party requesting the court reporter shall be responsible for all costs and fees associated with the appearance and transcript preparation and all costs for the original transcript and one copy for the arbitrator. If the party not requesting the court reporter desires a copy, that party is responsible for obtaining a copy of the transcript from the court reporter. When the arbitrator requires a court reporter and/or transcript, the court reporter and transcript fees will be borne equally by the Employer and the Union. Either party may record the arbitration in accordance with state law. The party recording will pay any necessary expenses associated with the recording.

**Section 6.** The arbitrator will be requested to render his/her decision as quickly as possible. Normally the arbitrator will be required to render a decision within thirty (30) calendar days after the conclusion of the hearing.

**Section 7.** The arbitration award shall be binding on the parties. Either party may file exceptions to the award with the FLRA pursuant to applicable regulations.

**Section 8.** Questions as to the grievability/arbitrability of any grievance submitted to arbitration pursuant to this agreement shall be presented as issues for the arbitrator's determination subject to such review as may be provided by competent authority in accordance with applicable law or regulation.

**Section 9.** By mutual consent of the parties, all time limits may be extended or waived. Any dispute over the meaning of an arbitrator's award shall be returned to the arbitrator for clarification.

## **ARTICLE 25 MEDIATION OF NEGOTIATIONS IMPASSES**

When an impasse occurs during the course of negotiation of either amendments to this agreement or of a new labor management agreement between the parties hereto, the parties shall have a period of time, not to exceed fifteen (15) calendar days from the date such impasse is declared by either party, for the purpose of giving the parties the opportunity to offer and discuss a counter proposal or counter proposals in the interest of resolving such impasse. If at the expiration of said period the parties have been unable to resolve the impasse, they shall proceed as follows:

a. After the above fifteen (15) calendar day period has expired, each party is encouraged to cooperate in making a joint statement setting forth the area or

areas of dispute. The statement will be signed by the chief negotiator of each party. In addition, each party is entitled to prepare a statement of its position with respect to each area in dispute. When so prepared, the position statements, as signed by the chief negotiator of each party, shall be attached to the joint statement of the dispute.

b. If the parties are unable or unwilling to prepare such a joint statement, then each party may prepare its statement of the dispute and include a statement of its position, signed by that party's chief negotiator

c. The parties shall thereupon request the FMCS to provide a mediator, if one is available, in an effort to resolve the matter. The statements of the parties shall be submitted to the mediator.

d. If a negotiation impasse remains unresolved despite the efforts of the mediator provided as aforesaid, the matter may be referred to the Federal Services Impasses Panel (FSIP) in accordance with applicable regulations.

## **ARTICLE 26 EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The Employer and the Union agree to actively foster equal opportunity for all employees, to prohibit discrimination because of age, color, disability, national origin, race, religion, reprisal, or sex, and to promote the full realization of affirmative action through a positive and continuing effort to enhance equal employment opportunities for all employees.

**Section 2.** The Employer understands that resolution of EEO complaints may impact upon the bargaining unit and the Union's exclusive right to bargain over changes which impact the bargaining unit. The Union shall be provided with notice and opportunity to attend any related discussions with bargaining unit employees as required by applicable laws, rules, and regulations. The Union will be afforded an opportunity to review or provide input when a settlement agreement impacts the established terms and conditions of the bargaining unit.

**Section 3.** Both parties recognize the importance of resolving disputes within the workplace at the lowest level with the utmost discretion. In order to enhance the possibility of settlement, the Union and the Agency recognize the sensitive nature of all settlements and agree to hold any and all settlement negotiations strictly confidential.

**Section 4.** It is agreed that the Union shall be granted the opportunity to designate one (1) member of the unit of recognition to serve on the Special Emphasis Program (SEP) committee.



## **ARTICLE 27 LIGHT DUTY POLICY**

Light duty is a situation where an employee is accommodated by having reduced and/or modified job performance requirements differing from the normal requirements of his/her position. Light duty accommodations will only be available to employees as follows:

a. Compensatory light duty accommodations will continue in compliance with directives from higher authority.

b. The Employer will make every reasonable effort to locate a light duty assignment, not to exceed three (3) pay periods, for employees who have been off work recovering from illnesses/injuries which are not job related. An effort will be made to provide this light duty assignment when an attending physician who has knowledge of the employee's job performance requirements provides written guidance on limitations required for the light duty assignment and a statement of expected return to full capability within the three pay periods from the date of the statement. If light duty work is not available or after the employee has worked light duty for three (3) pay periods, the Employer may approve an employee's leave request for three (3) pay periods to recover from an injury or illness when mission requirements allow.

c. Employee(s) may request use of all available leave programs, including advanced annual and sick leave, leave donations, and up to one (1) year of leave without pay.

## **ARTICLE 28 ANNUAL LEAVE**

**Section 1.** Employees shall earn annual leave in accordance with applicable laws. Annual leave is subject to prior approval by management. When an employee submits an OPM Form 71 Request for Leave or Approved Absence, the supervisor will approve or deny the employee's leave request within a reasonable amount of time, typically within 72 hours of submission. Employees will be allowed to use annual leave in one quarter (1/4) hour increments.

**Section 2.** Employees shall submit a tentative leave schedule to their supervisor for approval by 1 March each year except for returning seasonal employees who will submit their requests within 30 calendar days of their return to duty. Employees may reschedule their leave during the leave year. Revisions will not conflict with leave scheduled by other employees on the initial schedule. Employees are responsible for scheduling vacation periods and requesting leave during periods when their services can best be spared.

Employees will schedule 80% of their use-or-lose annual leave on the initial and revised schedules. Each employee shall be allowed at a minimum, two 1-week periods of scheduled annual leave which may be scheduled consecutively. The employee may be authorized additional time if the project leave schedule permits and is approved by the supervisor.

**Section 3.** The supervisor will review the tentative leave schedules submitted by all employees under their supervision to assure that the combined leave schedules requested by all employees will allow for mission requirements. If the supervisor determines the tentative schedule does not meet the above requirements, the supervisor will meet with the employee(s) whose requested leave causes the anticipated difficulty in meeting mission requirements and attempt to work out a revised schedule which will accommodate the desires of the employee(s), as well as the requirements of the job. If an agreement cannot be worked out with the affected employee(s), the supervisor will determine when and the extent to which the requested leave can be approved, revise the schedule and post it for all employees. Scheduled leave will only be canceled when the mission will be seriously impaired. The Employer will notify employee(s) at the earliest possible date when leave is to be canceled. Employee(s) will be permitted to submit leave requests to cover canceled leave and the Employer will review and act upon the request(s) in the same manner as the original request.

**Section 4.** Rotating shift employees may be granted unscheduled annual leave consistent with the requirements of Section 1 of this Article. Employees should request unscheduled annual leave as soon as practicable, but usually not less than 24 hours in advance. Requests for unscheduled annual leave will be considered on a first come - first served basis.

**Section 5.** If another employee is available on a non-overtime basis to fill a shift vacated as a result of unscheduled annual leave, that employee may be assigned to fill the vacant shift. An unlimited amount of unscheduled annual leave may be allowed under the provision of this sub-Article if such leave does not have an adverse effect on the project's mission or create overtime. An employee scheduled to fill a vacant shift under the provisions of this Article may be returned to their regularly scheduled shift without regard to Article 12, Section 2.

**Section 6.** Annual leave may be advanced to an employee, upon the employee's written request and supervisory approval, not to exceed the amount the employee would accrue within the remainder of the leave year. Advances are subject to the employee using all available annual leave in excess of the amount he/she may retain without forfeiture at the end of the leave year. If an employee who is indebted for advanced annual leave separates from Federal service, he/she may be required to refund the amount of advanced annual leave upon separation.

## **ARTICLE 29**

### **SICK LEAVE**

**Section 1.** Sick leave may be approved to attend appointments for medical, dental, surgical, optical examinations and treatment, and etc. When an employee submits an OPM Form 71 Request for Leave or Approved Absence, the supervisor will approve or deny the employee's leave request within a reasonable amount of time, typically within 72 hours of submission. Prior arrangements for such purposes shall not be required in cases of sudden illness and under emergency conditions. Employees will be allowed to use sick leave in one quarter (1/4) hour increments.

**Section 2.** The Agency may require a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of three (3) workdays, or for a lesser period when the Agency determines it is necessary. If the Employer suspects sick leave abuse and knows in advance that it will require medical documentation from an employee for each and every absence, the requirement for a medical certificate will be provided to the employee in writing in accordance with Article 30, Leave Abuse. In lieu of a medical certificate, the employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate.

**Section 3.** Sick leave may be advanced to an employee, upon the employee's written request and supervisory approval, not to exceed 240 total advanced sick leave hours. Advances are subject to the employee using all available sick leave and all available annual leave in excess of the amount he/she may retain without forfeiture at the end of the leave year. If an employee who is indebted for advanced sick leave separates from Federal service, he/she may be required to refund the amount of advanced sick leave upon separation.

**Section 4.** Employees working in areas covered by single shift operations or areas not requiring relief shall request sick or emergency leave not later than two (2) hours after the start of the shift. Employees working in areas covered by operations of more than one shift requiring relief shall call the facility prior to the start of the shift, or when not possible, no later than two (2) hours after the start of the shift. It is understood that employees will not leave the work site until properly relieved.

## **ARTICLE 30 LEAVE ABUSE**

**Section 1.** Where the Agency has reasonable grounds to believe an employee is abusing the use of leave, such as when leave is used frequently or in unusual patterns and/or circumstances, the Agency may inquire further into the matter and ask the employee to explain the reason for his/her absence. An employee may choose or may be required to provide medical information such as diagnosis and prognosis to his/her supervisor, manager, or CPAC representative. Supervisors should evaluate and/or consider all reasonable explanations regarding unscheduled absences. Absent a reasonably acceptable explanation, the employee should be counseled that continued and frequent use of his/her leave, or use in unusual patterns or circumstances may result in a written requirement to furnish acceptable documentation for each subsequent absence due to illness or incapacitation for duty, regardless of duration (Leave Abuse Letter).

**Section 2.** If reasonable grounds continue to exist for questioning an employee's use of sick leave, the Agency may require the employee to provide an administratively acceptable medical certificate.

**Section 3.** Should the employee's abuse of leave continue, the employee may be placed on leave restriction. The notification will be in writing and inform the employee that no request for leave will be approved for a stated period (not to exceed six (6) months) unless supported by an administratively acceptable medical certificate. Any such written notice will describe the frequency, patterns, or circumstances which led to its issuance, and will specify the termination date of the letter.

**Section 4.** If, after being on a Leave Abuse Letter for six (6) months, the Employer fails to notify the affected employee that the leave abuse letter will be extended, that letter will automatically expire. Any extension of the abuse of leave letter will be given to the employee in writing in accordance with Section 3 of this article.

**Section 5.** Upon placement on a leave abuse letter, any subsequent leave abuse, even after the expiration of the leave abuse letter, may be grounds for progressive disciplinary action.

**Section 6.** Management shall take into consideration any documented reasons supporting any unscheduled leave request prior to issuing a leave abuse letter.

**Section 7.** When an employee is presented with a leave abuse letter, the supervisor will articulate the reasons upon which the supervisor relied in determining that a leave abuse letter is warranted.

## **ARTICLE 31 ADMINISTRATIVE LEAVE**

**Section 1.** When it is necessary to administratively excuse employees, they shall be paid in accordance with applicable regulations.

**Section 2.** 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 of excused absence for the blood donations. The excused absence includes the time required to travel to and from the blood center and to give blood. The excused absence is to be taken on the day the blood is donated.

**Section 3.** Employees may be granted excused absence from work to vote in elections when the polls are not open at least three (3) hours either before or after an employee's regular work schedule as long as it does not interfere with operations.

## **ARTICLE 32 COURT AND MILITARY LEAVE**

**Section 1.** In the event an employee is called for jury duty or jury qualification, the Employer will pay them the basic rate for the time necessarily lost from their normal work schedule for such purposes. Employees' timesheets will be coded with court leave. Additionally, employees must reimburse to the agency any fees paid by the court for service as a juror or witness.

**Section 2.** If an employee is called for jury duty, he/she shall promptly notify the Employer in order that arrangements may be made for their absence from the activity.

**Section 3.** The employee will present to the Employer a signed jury service time card or other satisfactory evidence of the time served on such duties.

**Section 4.** Employees released early from jury duty will return to their duty station to complete the workday, provided:

- a. they have an opportunity to return home for a change of clothes and to prepare for work, and
- b. they have an opportunity to actually work at least two hours after reporting, or
- c. take approved leave.

**Section 5.** Employees scheduled for the afternoon and night shift will have their schedules changed to Monday through Friday on the day shift when called for jury duty/jury qualifications. A wage grade employee regularly assigned to a night shift is entitled to the night shift differential for periods of excused absence while he/she is on court leave.

**Section 6.** Military leave will be granted in accordance with applicable laws and regulations.

## **ARTICLE 33 HEALTH AND SAFETY**

### **Section 1. General.**

a. Management and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all areas under the Employer's control and all other applicable work sites.

b. The Employer will, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions will be determined by the application of Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) in accordance with Section 19 of the Occupational Safety and Health Act (OSHA) of 1970, Executive Order 12196 and all other appropriate OSHA rules and regulations.

c. All Employer management and non-management employees will comply with Agency policies and directives relative to the safety and health program and to use personal protective equipment and safety equipment provided by the Employer.

### **Section 2. Duty of Employees and Supervisors.**

a. Employees will be alert to possible safety hazards at their work locations and will immediately call such hazards to the attention of the individual in charge who will ensure that the matter is either corrected or documented and brought to the attention of the unit supervisor and the individual responsible for the next shift if it occurs at a shift location. In those situations in which the individual responsible for the next shift is notified that a hazardous situation exists, he/she is responsible for assuring that all employees reporting for the shift are informed of the situation and the procedures to follow in order to reduce risk of injury or damage to personnel or facilities. If the hazard is not corrected within a reasonable time, the Steward will refer the condition to the District Safety Officer through Union channels. In addition, after first

discussing the hazard with his/her supervisor, the employee is encouraged to inform the Safety Officer of all hazardous conditions during periodic safety inspections at the work location and will encourage co-workers to offer suggestions on improved safety for processing under the Army Ideas for Excellence Program.

b. Management shall assure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition or other participation in Agency Occupational Safety and Health Program activities.

### **Section 3. Safety and Health Representatives.**

a. A Union safety representative or his/her designated alternate shall be given the opportunity to accompany the District Safety Officer on all inspections. The Union shall designate in writing one safety representative and one alternate for each field location and the floating plants. One of these designees may be present at safety and OSHA inspections.

b. Each designated onsite Union safety representative will receive health and safety training, such as facilitator-guided video training courses.

### **Section 4. Inspections.**

a. When a formal workplace inspection is to be conducted by the employee's safety representative or by an outside agency such as OSHA or the National Institute for Occupational Safety and Health (NIOSH), the Union shall be invited and encouraged to provide a representative to participate. During the course of any such inspection, any employee may bring to the attention of the inspector any unsafe or unhealthful working condition.

b. Executive Order 12196 requires that Employer inspections be conducted within 24 hours for employee reports of imminent danger conditions, within three (3) working days for potentially serious conditions, and within twenty (20) working days for other than serious safety and health conditions. However, an inspection may not be necessary if, through normal management action and with prompt notification to employees and safety and health committees, the hazardous condition(s) identified can be abated immediately.

c. An employee submitting a report of unsafe or unhealthful conditions on DA Form 4755 shall be notified in writing within fifteen (15) calendar days if the official receiving the report determines there are not reasonable grounds to believe such a hazard exists and does not plan to make an inspection based on such report. A copy of each such notification shall be provided by the

Employer to the appropriate certified Safety and Health Committee, where established under E.O. 12196.

**Section 5. Abatement of Unsafe and Unhealthy Working Conditions.**

a. The Employer shall ensure the prompt abatement of unsafe or unhealthy working conditions.

b. An abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within thirty (30) calendar days.

c. Such plan shall contain an explanation of the circumstances of the delay in abatement, a proposed timetable for the abatement, and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working condition.

d. It is agreed that when an accident occurs involving bargaining unit employees, the severity of which requires the Employer to appoint a board of investigation in accordance with AR 385-40, the Union is entitled to have one representative appointed to the board. The Union will be given the opportunity to nominate their representative to each impaneled board; however, the Commander retains the authority of final selection.

e. The Employer agrees to include a Union designated member of the unit of recognition on the Occupational Health and Safety Committee.

**ARTICLE 34  
TOOLS AND EQUIPMENT**

The Employer will assure access to available tools and equipment necessary for the performance of assigned duties. The Union agrees to assist the Employer in efforts to reduce costs by encouraging employees to observe proper procedures for the care and maintenance of tools and equipment.

**ARTICLE 35  
PROTECTIVE EQUIPMENT**

**Section 1.** The Union and Management both recognize the necessity of a safe work environment and that employees have a responsibility for use of protective equipment to achieve this goal.

**Section 2.** Protective equipment will be furnished by the Employer, such as respirators, hard hats, prescription safety glasses, welder's gloves, etc. as



appropriate to safely perform the duties of the position. The above protective equipment or such other protective equipment furnished by the Employer will be utilized by the employees, as job safety or conditions in the judgment of the Employer require. The replacement of protective equipment will be accomplished as soon as necessary. The Employer agrees to provide suitable safety shoes to all permanent employees in the bargaining unit. Employees shall be required to wear safety shoes at all times while on duty. Employees who regularly work in foot-hazard areas are authorized to have two pairs of serviceable safety shoes in their possession. In addition, employees who have firefighting duties are eligible to receive one pair of composite-toe boots in addition to their safety-toe shoes. Composite toe boots that are to be used for wildfire suppression should not be worn for other purposes.

**Section 3.** The Employer and the Union recognize that industrial eye protection is of great importance and the parties will cooperate in guarding against accidents in this field. The Employer shall provide at its own expense protective or corrective protection eyewear to those employees whose duties are in eye-hazardous operations or areas. Prescriptions for such glasses shall be provided by the employee. Photo-chromatic glasses, prescription or non-prescription, are authorized if they meet the requirements of paragraph 05.B.07 of the EM 385-1-1 and American National Standards Institute (ANSI) 287.1 Standards.

**Section 4.** It is recognized by the Employer and the Union that safety glasses provide a measure of protection for work in eye-hazardous areas but are insufficient protection for eye hazardous operations. The Employer will furnish and require the use of additional protection of cover goggles or face shields in such operations as, but not limited to, grinding, burning, chipping, drilling, and concrete breaking.

**Section 5.** It is acknowledged by the Union and Management that proper training for the safe operation of machinery, equipment, and vehicles is essential. The cost of such training will be borne by the Employer.

## **ARTICLE 36 INCLEMENT WEATHER**

The Employer will make every reasonable effort to protect employees during conditions of extreme inclement weather. During periods of extreme heat or cold, guidance for inclement weather contained in EM 385-1-1 will be followed. The Supervisor may grant up to one (1) hour of administrative leave for an employee/employees for situations directly related to extreme weather conditions to promote the welfare and safety of the employees.

**ARTICLE 37  
USE OF VIDEO SURVEILLANCE EQUIPMENT**

The primary purpose of permanently installed video equipment is for internal Agency use only and is not to monitor the day to day activities of employees, to be used as a time clock, or as a vehicle to discipline employees. The installation of this equipment is intended for but not limited to safety, security, operations, the monitoring of equipment, changing weather conditions and construction progress, however may be used to investigate accidents or actions of employees if/when under investigation.

**ARTICLE 38  
CONTRACTING OUT**

**Section 1.** When the District becomes involved in Commercial Activities (CA) Studies and/or in conjunction with the Federal Activities Inventory Reform (FAIR) Act of 1998, as amended, Management agrees to:

a. Notify the Union in advance of the bargaining unit when an element of work performed by bargaining unit employees is approved by HQDA/HQUSACE for review. This notification will occur as soon as possible after confirmation is received and prior to official announcement to the District workforce. The District will provide the Union information which may be released as it becomes available.

b. The Union may have a representative on the team in preparation of Performance Work Statements (PWS), Management Studies, Most Efficient Organization (MEO) plans, and Government Estimates (In House Bids).

**Section 2.** The employer agrees that the Union shall have a representative present at all meetings conducted to inform affected bargaining unit employees of a final decision to contract out work performed by those employees. Such representation will be on official time.

**Section 3.** Management shall make available to the Union information used for developing the CA Study after it has been cleared for public release.

**Section 4.** Contracts which are issued under provision of Office of Management and Budget (OMB) Circular A-76 will contain the right-of-first refusal clause (FAR 52.207-3). Management will inform both the Union and affected bargaining unit employees concerning solicitations which contain provision for the right-of-first refusal.

**Section 5.** When requested by the President or Vice-President of the Union, a Management Representative will brief Union officials concerning the status of the District's CA Program. All briefings will be conducted on official time.

**Section 6.** The Union agrees that matters which it desires to challenge regarding the application of the provisions of OMB Circular A-76 will be processed through the administrative appeals procedures provided by this circular.

**Section 7.** The Union will be notified of any changes in the status of the excluded and exempt facilities, in relation to OMB Circular A-76.

**APPENDIX  
ACRONYMS CONTAINED IN THIS CONTRACT**

AFGE	American Federal of Government Employees
ANSI	American National Standards Institute
AR	Army Regulation
CA	Commercial Activities
CBA	Collective Bargaining Agreement
CFR	Code of Federal Regulations
CPAC	Civilian Personnel Advisory Center
CSRA	Civil Service Reform Act
DA	Department of the Army
DoD	Department of Defense
EAP	Employee Assistance Program
EEO	Equal Employment Opportunity
EM 385-1-1	Corps of Engineers Safety and Health Requirements Manual
E.O.	Executive Order
FAIR	Federal Activities Inventory Reform Act 9f 1998
FASCLASS	Fully Automated System for Classification
FLRA	Federal Labor Relations Authority
FMCS	Federal Mediation and Conciliation Service
FSIP	Federal Services Impasses Panel
HQDA	Headquarters, Department of the Army
HQUSACE	Headquarters, United States Army Corps of Engineers
JTR	Joint Travel Regulation
LWOP	Leave Without Pay
MEO	Most Efficient Organization
MPP	Merit Placement Promotion
MRP	Marietta Repair Fleet
MSPB	Merit Systems Protection Board
NIOSH	National Institute for Occupational Safety and Health
OMB	Office of Management and Budget
OPM	Office of Personnel Management
OSHA	Occupational and Safety Health Act/Administration
PDS	Permanent Duty Station
PWS	Performance Work Statements
SCD	Service Computation Date
SEP	Special Emphasis Program
TAPES	Total Army Performance Evaluation System
TDP	Test Designated Position
USACE	United States Army Corps of Engineers
U.S.C.	United States Code