

MEMORANDUM OF AGREEMENT BETWEEN
U.S. ARMY CORPS OF ENGINEERS, ST. LOUIS DISTRICT
AND
LOCAL 405, NATIONAL FEDERATION OF FEDERAL EMPLOYEES

INDEX

<u>TITLE</u>	<u>PAGE No.</u>
PREAMBLE	1
ARTICLE 1: EXCLUSIVE RECOGNITION AND COVERAGE	2
ARTICLE 2: DEFINITIONS	3
ARTICLE 3: GOVERNING LAWS AND REGULATIONS	4
ARTICLE 4: EQUAL EMPLOYMENT OPPORTUNITY	6
ARTICLE 5: MANAGEMENT RIGHTS	7
ARTICLE 6: RIGHTS OF EMPLOYEES	8
ARTICLE 7: RIGHTS AND RESPONSIBILITIES OF THE UNION	9
ARTICLE 8: VOLUNTARY ALLOTMENT OF UNION DUES	11
ARTICLE 9: OFFICIAL TIME	12
ARTICLE 10: NEGOTIATIONS	14
ARTICLE 11: WORK WEEK, HOURS OF WORK, AND ALTERNATIVE WORK SCHEDULES (AWS)	15
ARTICLE 12: OVERTIME	17
ARTICLE 13: ANNUAL LEAVE	19
ARTICLE 14: SICK LEAVE	20
ARTICLE 15: OTHER LEAVE	22
ARTICLE 16: TELEWORK	25
ARTICLE 17: USE OF OFFICIAL FACILITIES AND SERVICES	26
ARTICLE 18: EMPLOYEE ASSISTANCE PROGRAM	27
ARTICLE 19: EMPLOYEE TRAINING	28
ARTICLE 20: LABOR-MANAGEMENT RELATIONS TRAINING	29
ARTICLE 21: ORIENTATION OF NEW EMPLOYEES	30
ARTICLE 22: POSITION DESCRIPTIONS/CLASSIFICATION	31
ARTICLE 23: MERIT SYSTEMS	32
ARTICLE 24: PERFORMANCE EVALUATIONS	34
ARTICLE 25: PROBLEM SOLVING	37
ARTICLE 26: GRIEVANCE PROCEDURE	38
ARTICLE 27: ARBITRATION	41
ARTICLE 28: UNFAIR LABOR PRACTICE CHARGES	43
ARTICLE 29: DISCIPLINARY AND ADVERSE ACTIONS	44
ARTICLE 30: UNIFORMS	46
ARTICLE 31: SAFETY AND HEALTH	47
ARTICLE 32: ENVIRONMENTAL DIFFERENTIAL PAY	54
ARTICLE 33: WAGE SURVEYS AND SPECIAL WAGE SCHEDULE	55
ARTICLE 34: CONTRACTING OUT	56
ARTICLE 35: REDUCTION-IN-FORCE	57
ARTICLE 36: FURLOUGH	59
ARTICLE 37: DURATION AND EXTENT OF THE AGREEMENT/SIGNATURES	60
APPENDIX 1: CALL IN REPORT	62
APPENDIX 2: REQUEST FOR OFFICIAL TIME	63
APPENDIX 3: REQUEST FOR NON-WORK RELATED LIGHT DUTY	64

PREAMBLE

Pursuant to the policy set forth by Chapter 71 of Title 5 U.S. Code regarding Federal Labor-Management Relations, herein after referred to as the Statute, the following articles of this basic agreement, together with approved supplemental agreements and/or amendments that may be agreed to at later dates, constitute a total agreement by and between the St. Louis District Corps of Engineers hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 405, hereinafter referred to as the Union, for the Employees in the unit described below, hereinafter referred to as the employees.

The Employer and the Union recognize that the public interest requires high standards of employee performance and continuing practices to facilitate improved employee performance and efficiency; and the efficient accomplishment of the operations of the Government.

Maintenance of a constructive and cooperative relationship should be improved by active participation of employees, thus resulting in improved morale and dedication to the St. Louis District employees.

ARTICLE 1
EXCLUSIVE RECOGNITION AND COVERAGE

SECTION 1. Exclusive Recognition – The Employer recognizes the Union as the exclusive representative of the employees in the unit described below in Section 2 and agrees that all new employees hired or transferred into the bargaining unit shall be informed by the Employer of their rights to join or to refrain from joining the Union.

SECTION 2. Unit – All nonprofessional lock and dam employees employed by the St. Louis District, Corps of Engineers, except for temporary summer employees; all full-time nonprofessional and professional employees of the District Office of the Department of Army, St. Louis District, Corps of Engineers, except for professional engineers; and all nonprofessional General Schedule employees located at the Rivers Project Office, St. Louis District of the Army Corps of Engineers.

ARTICLE 2
DEFINITIONS

SECTION 1. Union-Management Meetings – Meetings that are held for communication and exchange of views with the intent of agreeing on matters of mutual interest or for management to consult with the Union.

SECTION 2. Negotiation – Bargaining by representatives of the Employer and the Union on appropriate issues with the view toward arriving at an agreement.

SECTION 3. Impasse – The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision through the negotiation process.

SECTION 4. Negotiability Dispute – A disagreement between the parties as to the negotiability of an item.

SECTION 5. Amendments – Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the agreement.

SECTION 6. Supplements – Additional articles, negotiated during the term of the Basic Agreement, to cover matters not covered by the Basic Agreement.

SECTION 7. Emergency Situation – Any situation that is temporary in nature and poses a sudden, immediate, or unforeseen work requirement as a result of natural phenomena or other circumstances beyond management’s reasonable control or ability to anticipate.

SECTION 8. Union Official and/or Union Representative – Any accredited National Representative of the Union and the duly elected or appointed officials of the Local, including Stewards.

SECTION 9. Supervisor – A position or employee that accomplishes work through the direction of subordinate employees. Direction includes planning work, assigning work, evaluating work performance, giving advice, counsel, or instruction, interviewing candidates for positions in the unit and recommending appointments, promotions, or reassignments to such positions, hearing and resolving complaints and referring group grievances or more serious unresolved complaints to a higher level supervisor or manager, effecting minor disciplinary measures, such as warnings and reprimands, and recommending other action in more serious cases, identifying developmental and training needs of employees, and developing performance standards.

SECTION 10. The Authority – The Federal Labor Relations Authority established by the Statute.

SECTION 11. Consultation – Oral or written discussion between representatives of the Employer and the Union for the purpose of informing the Union prior to implementing policy or management right decisions. Consultation shall not preclude the Union from negotiating on any appropriate issue under the Statute.

SECTION 12. Informal Meeting – Discussion that is held for communication and exchange of views on matters of mutual interest.

SECTION 13. Formal Meeting – A formal discussion between one or more representatives of the Employer and one or more employee(s) in the unit or their representative concerning any grievance, personnel policy or practices, or other general conditions of employment.

SECTION 14. Activity Level Consultation – Consultation at level(s) above the First Line Supervisor-Steward level.

SECTION 15. Installation – As used in this contract, refers to an individual project location, such as a lock and dam, district office, rivers project office, etc.

SECTION 16. Compensatory Time Off – Time off with pay in lieu of overtime pay for irregular or occasional overtime work, or when permitted under agency flexible work schedule programs, time off with pay in lieu of overtime pay for regularly scheduled or irregular or occasional overtime work.

SECTION 17. Overtime – Provided under title 5, United States Code, is pay for hours of work officially ordered or approved in excess of eight (8) hours in a day or eighty (80) hours in an administrative workweek.

SECTION 18. Seniority – Ranking for consideration for overtime, special work assignments, leave, etc. based on years of service an employee has in the federal government; for those employees covered by this contract Service Computation Date for Retirement will be used.

SECTION 19. Alternate Dispute Resolution (ADR) - A variety of approaches to early intervention and dispute resolution in which the parties involved have an opportunity to resolve disputes prior to or during the use of formal administrative procedures and litigation. ADR may include the use of a neutral party such as a mediator or panel.

ARTICLE 3
GOVERNING LAWS AND REGULATIONS

SECTION 1. In the administration of all matters covered by this Agreement, the parties and the employees are governed Chapter 71 of Title 5 of the United States Code and any other applicable law, rule, or regulation.

SECTION 2. The issuance, continuance, revision, or cancellation of regulations governing matters not specifically covered by this Agreement, are acknowledged functions of the Employer. However, in issuing, revising, or cancelling regulations relating to personnel policy, procedures, practices, and matters of working conditions, the Employer will give due regard and consideration to the obligations imposed by this Agreement and the provisions of the Statute.

ARTICLE 4
EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Policy – The Employer and the Union shall not, in any way, discriminate against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, physical or mental disability, genetic information, and/or subjected to reprisal for prior EEO activity. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity (EEO) Act, the Age Discrimination in Employment Act, the Statute, and all other applicable laws and regulations. The Employer and the Union agree to advise the other of equal opportunity problems of which they are aware and will jointly seek solutions to such problems.

SECTION 2. Representation – An employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO complaint procedure has the right to be accompanied by a Union or other representative of his/her choice, if he/she so desires. If, after discussing the problem, the employee decides to follow the negotiated grievance procedure, he/she may be represented by the Union until a final decision has been made.

SECTION 3. Union Representation and Official Time – Employees will be represented and given official time in accordance with AR 690-600.

ARTICLE 5
MANAGEMENT RIGHTS

A. Rights Retained – The Employer retains the right, in accordance with 5 USC 7106 –

- (1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
- (2) In accordance with applicable laws –
 - a. to hire, assign, direct, layoff, and retain employees in the agency or to suspend, remove, reduce in grade or pay, to take other disciplinary action against such employees;
 - b. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - c. with respect to filling positions, to make selections for appointments from—
 - (i) among properly ranked and certified candidates for promotion; or
 - (ii) any other appropriate source; and
 - d. to take whatever actions may be necessary to carry out the agency mission during emergencies.
- (3) Nothing in this section shall preclude any agency and any labor organization from negotiating—
 - a. at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organization subdivision, work project, tour of duty, or on the technology, methods, and means of performing work;
 - b. procedures that 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

B. Future Agreements – The requirements of this article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

C. Nonabridgement – The provisions of this article shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of the management right set forth in this article through appropriate channels. In addition, the right to bargain over the impact of any decision involving a retained right, and the right to negotiate procedures for implementing such decisions, shall not be abridged by anything in this article.

ARTICLE 6
RIGHTS OF EMPLOYEES

SECTION 1. Union Membership – In accordance with 5 USC 7102 and 5 USC 7114, employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. This agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action. Nothing in this agreement shall abrogate any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The Employer shall not discourage, discipline, or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under the Statute, this grievance procedure, or any other available procedure for redressing wrongs to an employee.

SECTION 2. Informing Employees – The Employer shall take such action consistent with law or regulation, as may be required in order to inform employees of their rights and obligations, as prescribed in the Statute and this article.

SECTION 3. Accountability – An employee is accountable for the performance of assigned duties and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit, provided such conduct does not discredit the Federal service or impair its efficiency or adversely impact job performance. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities except as required by law or regulation of higher authority. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in any activity for which employee participation has been determined by the employer to be voluntary.

SECTION 4. Nondiscrimination – No employee will be discriminated against by either the Employer or the Union because of terms or conditions of membership in the labor organization, on race, color, creed, national origin, sex, age, preferential or nonpreferential civil service status, lawful political affiliation, marital status, or handicapping condition.

SECTION 5. Work Folder - Employees will be allowed to view their Supervisor’s Employee Work Folder. Employees have the right to see and initial notes concerning performance and conduct and may review the contents of their work folder upon request.

ARTICLE 7
RIGHTS AND RESPONSIBILITIES OF THE UNION

SECTION 1. Recognition – The Employer recognizes that the Union has the exclusive right to represent all employees in the Unit in negotiations and Union-management meetings with the Employer with regard to all matters affecting the general conditions of employment that fall within the scope of the authority of the Employer.

SECTION 2. Appointments – The Employer recognizes the elected officers of the Union and the Stewards designated by the Union. To enable each employee access to a Steward at each Installation, the Employer agrees to the appointment of one Steward and one alternate at each Installation, except at the District office where two Stewards and two alternates will be authorized.

SECTION 3. Posting – The Union shall keep the Employer informed, in writing, of the names of its Officers, Stewards, and alternates and specify the Installation each Steward is authorized to represent. The Employer will post the names of Stewards and alternates on appropriate bulletin boards. The Union will notify the Employer, in writing, of any changes in the roster of Stewards, normally within two weeks of the change.

SECTION 4. Meetings – Meetings with the Employer that are requested by the Union will include the subject matter to be discussed and proposed attendees. Meetings will be held as soon as feasible with the date, time, and place determined by mutual agreement.

SECTION 5. Internal Business – Any activities performed by any employee relating to the internal business of a labor organization (including the solicitations of membership, election of labor organization officials and collections of dues) shall be performed during the time the employee is in a non-duty status. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct no less than two (2) membership drives up to ten (10) days' duration each per year, before and after duty hours and lunch periods in non-duty areas. Upon request, the Employer shall provide the Union with tables, bulletin boards, and easels to the extent available for use in such drives.

SECTION 6. Proposals – The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems. This right shall apply to all levels of management within the activity and the Union, starting with the Union representative and lowest level supervisor having the responsibility and authority to act. If either party at the initial contact feels resolution of a matter is outside its jurisdiction, the matter may be referred promptly to the next higher level. When at activity level the Union and Employer have negotiated or consulted, affected bargaining unit employees will be informed of the results through the appropriate channels.

SECTION 7. Union-Management Meeting Procedures – The following procedures shall apply:

- A. The meetings shall occur as the need arises, shall be held upon request by either party, and before implementation of any policy or act affecting the employees or their conditions of employment. They shall be conducted in an atmosphere that will foster mutual respect.
- B. In all meetings under this section the Union may have the same number of representatives as management. The Union may elect to have fewer representatives than management.
- C. Specific items for discussion shall be provided in advance of the meeting.
- D. New or changed policy proposals that cannot be readily agreed to may be submitted for negotiation in accordance with negotiation procedures established in this agreement.

SECTION 8. Partnership – The Union has the right to meet with the head of the activity to develop an understanding of problems relating to the labor-management relations program. This meeting shall be in addition to those described in other parts of this article.

SECTION 9. Representation – In accordance with 5 USC 7114, the Union will be provided an opportunity to be represented at all formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of employees in the Unit.

- A. The Union has the right to have a representative present at all discussions between the Employer and an employee or employees, held in the course of proceedings conducted to resolve grievances submitted by a member of the unit. The Employer will notify the Union President or designee before such discussion is held. The Union shall be allowed up to forty eight (48) hours to provide a representative. The representative shall be permitted to present the views of the Union during the discussions so long as it does not violate the right of the employee to present the grievance on his own behalf in consonance with this Agreement.
- B. The Union has exclusive right to represent employees in presenting grievances under the negotiated grievance procedure in this Agreement. An employee or group of employees may present a grievance themselves without representation by the Union, provided that the Union is given an opportunity to be present at all discussions and grievance processing. In any case, the Union shall be present at the settlement. The settlement must be consistent with the terms of this Agreement.

SECTION 10. Restraint – There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this agreement and the Statute, or against any employee for filing a complaint, grievance or acting as witnesses under this agreement, the Statute, or applicable regulations.

ARTICLE 8
VOLUNTARY ALLOTMENT OF UNION DUES

SECTION 1. General – Union dues shall be deducted by the Employer from an employee's pay each pay period when an employee voluntarily authorizes such a deduction by executing Standard Form (SF) 1187, "Request for Payroll Deduction for Labor Organization Dues" and the Union submits the form to the Human Resources Office who will submit to Finance and Accounting Office. Bargaining unit employees may obtain SF 1187 from the Union office.

SECTION 2. Deductions – Deductions shall begin with the first full pay period that commences after receipt of the completed form by the Employer's servicing Finance and Accounting Office. Dues will be deducted each pay period.

SECTION 3. Dues Structure Changes – The Union shall notify the Human Resources Office when the dues amount or structure changes, and the Human Resource Office will process the change to DFAS upon receipt and notify the Union upon submittal.

SECTION 4. Remittance Report – The Employer agrees to provide the remittance report to the Union as they become available from Defense Finance and Accounting Service to the Union President and the Secretary/Treasurer. The report contains the total amount of dues withheld for that pay period for each employee alphabetically and also the names of those temporarily stopped along with the reason.

SECTION 5. Expulsion – The Union will immediately notify the Employer, in writing, when a member of the Union is expelled or ceases to be a member.

SECTION 6. Cancellation – An employee may request revocation of the allotment for the payment of dues by completing SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues, and submitting it to the Human Resources Office. An SF 1188 is obtainable through the Employer. The Union will immediately be furnished a copy of the SF 1188 submitted. The SF 1188 period for submission shall be within the 30 days prior to the annual anniversary date of the employee's due withholding. If an SF 1188 is not submitted on a timely basis, then dues withholding shall continue until the next anniversary date. Revocation shall be effective at the start of the first full pay period following the anniversary date of the start of the employee's dues withholding. Erroneous deduction from an employee will be immediately reimbursed by the Employer, which in turn will be reimbursed by the Union to the Employer upon proper documentation.

SECTION 7. Temporary Moves – Bargaining unit members who are temporarily promoted or assigned outside the bargaining unit will be notified by the Employer in writing on the SF 50 (or other subsequent form). It is the employee's responsibility to submit an SF 1188 if they wish to cancel labor organization dues deduction during that time. It is also the employee's responsibility upon completion of that assignment to submit a subsequent SF 1187 to reinstate the dues deduction.

ARTICLE 9
OFFICIAL TIME

SECTION 1. General – The Employer shall permit the use of official time for officers and stewards of the Union for the purpose of engaging in representational activities. Such activities shall include all representational functions in which employees are entitled to designate Union representatives, as well as representation of the Union as an entity. Such activities shall not extend to matters prohibited by law, rule, or regulation or to internal Union business.

SECTION 2. Official Time Duties – Official time will include all routine representational duties including, but not limited to receiving, investigating, and preparing a complaint, grievance, or appeal; preparations for negotiations; attendance at hearings, conferences, meetings, and investigations; preparation of information reports required under 5 USC 7120 (c), including financial reports and trusteeship reports; preparation for arbitrations or hearings before an administrative board; meetings with managers and supervisors in a representational capacity or in connection with Union-related matters, labor-management forums, training events when attendance is requested by Union, and conferences attended at the request of, or on behalf of, the Union, subject to the limitations in this contract, Article 20, Labor Management Relations Training.

SECTION 3. Official Time Usage – The President of Local 405, or their designee, may use 832 hours of official time per calendar year, which represents 40% of a Full Time Employee (FTE), pursuant to 5 USC 7131 (d) official time, to fulfill representational responsibilities to the extent permitted by applicable laws, rules, or regulations. This official time may be used on certain days and times each week and will be scheduled as far in advance as possible, as requested and agreed upon between the President and his or her immediate supervisor. Officers and Stewards may use official time and it shall be deducted from a bank of 2500 hours per calendar year. The President may request additional time beyond the 40% of a FTE and it will be approved with justification outlining why the work could not be accomplished within the 40% of a FTE provided. This additional time will be deducted from the bank of 2500 hours.

SECTION 4. Official Time Requests – All official time shall be requested via the Official Time Request Form (See Appendix 2) to the official's immediate supervisor. The immediate supervisor shall complete the request form and route it to the appropriate timekeeper, Human Resource Office, and Union President. Any corrections will be made to the original form and rerouted through the above staff and offices. Should the immediate supervisor not be available, the employee will make the official time request to the next supervisor in their chain of command.

SECTION 5. Official Time Release – When official time is requested, if approved the official will be released, typically no more than 48 hours after request to the immediate supervisor. The Union recognizes that there are situations when the Employer may disapprove the use of official time, but the Employer recognizes that such disapproval will not be exercised absent the assertion of emergency work-related circumstances. Upon asserting disapproval based upon emergency work-related circumstances, the supervisor will, at the time of disapproval, provide the reason for denial on the Official Time Request Form and suggest a reasonable alternative time for release of the employee to perform the representational work. Official Time will be made available to Union members in accordance with Article 9 and any Ground Rules established. In the event of any conflict between these provisions, the Ground Rules will control.

SECTION 6. Compensation – Compensation such as credit time, overtime, or compensatory time cannot be paid to Union Officials for official time to perform representational duties. Employees who are being represented in a Union matter (e.g., problem solving meeting, grievance, disciplinary issue), may be compensated with credit time, overtime, or compensatory time, to the extent that they are performing the work of the Agency. Employees who are requested on duty to cover a shift for an Union official performing representational duties, may be compensated with credit time, overtime, or compensatory time.

SECTION 7. Official Time for Negotiations – The amount of time necessary for negotiations will be sufficient to promote bringing negotiations to an efficient and effective conclusion and will be mutually agreed-upon by the parties when ground rules for the negotiations are developed. Official time for negotiations is outside of the 40% of an FTE for the President and the bank of 2500 hours for officers and stewards as it is 7131(a) time.

SECTION 8. Official Time for Extraordinary Circumstances – In circumstances, such as a Reduction in Force or Furloughs, when official time is needed to represent affected employees, the official time will be exempt from the bank of 2500 hours. However, official time still must be requested and approved through the immediate supervisor as in Section 4 above.

SECTION 9. Performance Appraisals – In accordance with Article 24, Performance Evaluation, of this contract, the parties recognize that the performance management system is intended for proper evaluation of employees' performance by providing periodic appraisals. Performance appraisals are based on the time spent on Agency work. The employee will be encouraged to participate in the development of the performance standards. The employee remains responsible for functions and objectives within the performance plan, which will be developed and agreed upon at the beginning of the performance rating period to reflect performance standards that can be accomplished outside of utilized official time. In accordance with 5 USC 7116 (a)(1), an employee performance rating cannot be adversely affected because of their use of official time.

ARTICLE 10
NEGOTIATIONS

SECTION 1. Manner – Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith and in such manner as will further the public interest. The Employer agrees to give adequate notice to the Union and an opportunity to negotiate any new policy or change in established policy that is proposed during the life of the agreement. Negotiations of procedures to implement decisions that are management rights and impact bargaining on those decisions will also be handled in accordance with this section. The parties agree to make every reasonable effort to resolve all differences that arise between them in connection with the administration of this agreement and for the life of the agreement.

SECTION 2. Scope of Negotiations – Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting general working conditions of employees within the Unit. The Employer agrees to negotiate with the Union on any new policy or change in established policy or change in past practice prior to implementation. If the change itself is not subject to negotiations, its impact upon the employees and procedures for implementing the change will be negotiated. It is understood that no provisions of this agreement shall nullify or invalidate the rights of employees or the Union established by Title VII, other statutes, or regulations of appropriate authority; nor shall it relieve management of the responsibility to negotiate with the Union on the policies, practices, and procedures used in exercising its rights. To the extent that provisions of any Employer instruction or directive are in conflict with this agreement, the provisions of this agreement shall govern.

SECTION 3. Negotiation Procedures – Negotiating sessions may be requested by either party in accordance with Article 37 – Duration and Extent of Agreement. Such requests shall state the specific subject matter to be considered at such sessions.

- A. Ground Rules will be established prior to each negotiation session.
- B. Government vehicles will be provided for employees for transportation to all negotiation sessions.
- C. The spokesman for the Employer shall have authority to speak on behalf of the District Engineer, St. Louis District, Corps of Engineers. He/she may negotiate all aspects of the labor-management relations program that are subject to negotiations under Title 5, USC, Chapter 71. The spokesman for the Union shall have the authority to speak for the Union. He/she may negotiate all aspects of the labor-management relations program that are subject to negotiations under Title 5, USC, Chapter 71. In the process of negotiation, the spokesman/negotiator for each party will be authorized to make a decision to accept a proposal, request an opportunity to submit a counter proposal at the next session, or request rescheduling of the item pending receipt of advice and assistance from subject matter specialists or other sources.
- D. Negotiation Impasse -
 - (1) When the parties to the Agreement cannot agree on a negotiable matter, the item shall be set aside for future discussion. Either or both parties may seek the services of the Federal Mediation and Conciliation Service (FMCS). When the services of mediation do not resolve the issue, an impasse has been reached and either party may seek the services of the Federal Services Impasse Panel (FSIP).
 - (2) The cost of arbitration, if authorized or directed by the FSIP, will be shared equally by the Employer and the Union.

SECTION 4. Past Practices – Those privileges of employees which by custom, tradition, and known past practice have become an integral part of their working conditions shall not be abridged as a result of not being identified in this Agreement. No past practice shall violate any law, rule, or regulation.

ARTICLE 11
WORK WEEK, HOURS OF WORK, AND ALTERNATIVE WORK SCHEDULES (AWS)

SECTION 1. Non-Shift Work

- A. Standard Pay Period – The standard pay period shall consist of two (2) – forty (40) hour work weeks. Each forty (40) hour work week is spread over five (5) consecutive, eight (8) hour days, Monday through Friday.
- B. Tours of Duty – If the Employer proposes to change the pay period from the standard Monday through Friday schedule, the Employer and the Union will meet and discuss the need for a nonstandard tour and negotiate, if appropriate, on the new tours. The Employer shall, subject to 5 CFR 610.121 and where time permits, give the employee at least fourteen (14) calendar days notice prior to the first administrative pay period in which the change in tours occurs.
- C. Flextime and Alternative Work Schedules (AWS) – Flextime and AWS, as described in current Employer regulations, shall apply to employees in the unit.
- D. Each employee is authorized one 15-minute break within each four - hour period of the normal work day for that employee. Additionally, one 15-minute break is authorized within each four- hour period of overtime worked. Employees must choose a 30 to 90 minute lunch break on a non-paid basis (which is flexible for employees covered by Flextime and fixed for employees covered by AWS), which can be taken on or off the Installation. The lunch period will begin no earlier than 1100 hours and must be completed by 1330 hours. An employee’s work hours will be adjusted to compensate for the non-paid lunch period.

SECTION 2. Shift Work

- A. Shift employees who work in continuous operations shall rotate through each shift in the schedule on a fair and equal basis.
- B. Shift schedules will be prepared annually by management. Approved shift schedules will be posted the first of each December for the next calendar year. Schedules shall always be available for all shift workers to examine.
- C. Collectively, shift workers may propose a change to the shift schedule once a calendar year. The change to the shift schedule shall be agreeable to the majority of the affected shift workers at the Installation and shall be approved by management within thirty (30) calendar days. A change shall not incur overtime, nor affect the tour of duty of non-shift workers.
- D. When changes are to be made in an individual’s shift or tour of duty, a minimum of fourteen (14) calendar days notice will be given to the employee except in circumstances where the head of the Agency determines that the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.
- E. Swapping of Shifts and Tours of Work – In the interest of maintaining high morale and spirits, swapping of shifts shall be an accepted practice. This practice shall be voluntary, where both parties are qualified and both parties and the supervisor agree to the swap.
- F. Each employee is authorized one 15-minute break within each four-hour period of the normal workday for that employee. Additionally, one 15-minute break is authorized within each four-hour period of overtime worked. Shift employees may be provided a maximum of a 20-minute lunch period on a paid basis. Shift employees may be allowed to take breaks away from the immediate worksite if conditions allow and it does not interfere with operational requirements. But normally, breaks for shift workers will be in close proximity to their work stations.

- G. When a holiday falls on the scheduled day off for a shift worker, his/her original schedule will not be changed to require work on that holiday without his/her consent. This provision will be just cause for denial of a request for annual leave (including priority leave). This provision does not apply when less than full shift staff is available or in an emergency and there is no feasible way to work out schedule changes. Maintenance workers shall not normally be used.

SECTION 3. Religious Observances – In accordance with PL 95-390 and 5 CFR 550.1002, an employee whose personal religious beliefs require that he/she be absent from work during scheduled work periods may be allowed to take leave and attend to meeting their religious requirements. The supervisor will be notified fourteen (14) calendar days before the leave is needed. An employee may elect, with the approval of the supervisor and to the extent that modifications to work schedules to not interfere with the efficient accomplishment of the Installation's mission, to engage in compensatory work for time lost as the result of meeting his/her religious requirements. This compensatory time may be worked before or after the period of time to be taken off for the religious observance. Advanced compensatory time will normally be repaid within four pay periods.

ARTICLE 12
OVERTIME

SECTION 1. Overtime Authorization – The Employer agrees that directed and authorized overtime shall be computed based on fifteen (15) minute increments of any time worked in excess of the regularly scheduled work day or work week and shall be in accordance with the Fair Labor Standards Act (FLSA), other applicable regulations, and any future revisions thereto by OPM. When overtime is required, employees normally assigned to the duties performed on such overtime will perform the overtime work. In no case will overtime work be assigned to any employee as a reward or punishment. An employee shall be neither compelled nor permitted to work overtime without compensation.

SECTION 2. Compensation –

- A. The Employer may require that an FLSA exempt employee (as defined at 5 USC 5541(2)) receive compensatory time off in lieu of overtime pay for irregular or occasional overtime work, but only for an FLSA exempt employee whose rate of basic pay is above the rate for GS-10, step 10. Compensatory time off may be approved for a wage employee (as defined at 5 USC 5342(2)), but there is no authority to require that any wage employee be compensated for irregular or occasional overtime work by granting compensatory time off. When requesting time off work for religious observances (see Article 11, Work Week, Hours of Work, and Alternative Work Schedules, Section 3.), employees will be paid compensatory time in accordance with 5 CFR 550.1002.
- B. An employee in an off-duty status who is called to answer work-related technical questions shall be compensated in accordance with 5 USC 55 and 5 CFR 551.

SECTION 3. Call Back Time – Employees called back for unscheduled overtime work shall receive a minimum of two (2) hours pay at the overtime rate regardless of the time worked.

SECTION 4. Shift Work

- A. Distribution – In order to plan for and ensure the equitable distribution of overtime:
 - (1) No employee will work overtime without prior approval of the Employer, and the employee with the least number of overtime hours in same job classification as the work to be done on overtime shall be the first to be offered the overtime, and
 - (2) An employee declining overtime will be “charged” for the time as though he/she had worked.
- B. Overtime Call-In Procedures
 - (1) As soon as possible after receiving the notification of absence of an employee, the Shift Leader on duty will start the effort to locate a replacement for the vacant shift.
 - (2) The Shift Leader will complete a “Call-In Report” form (Appendix 1). The form should be completed in its entirety, including all details of employee contact, date, and Shift Leader signature. Call-in forms will be left on the timekeeper or Lockmaster’s desk.
 - (3) The Shift Leader will contact off-duty employees in the following order.
 - a. An off-duty employee of the same grade and position as the vacancy to be covered. Example: WY-09 Shift Leader for a vacant WY-09 shift; WY-08 Lock Operator for a vacant WY-08 shift. The Shift Leader will rank these off duty employees on the overtime roster according to the number of overtime hours each employee has worked during the year. Note: Blue highlighted hours (declined overtime hours) count as overtime hours worked for the purpose of computing total number of overtime hours worked. The employee with the fewest hours of overtime worked should be called first, working up to the employee with the greatest number of overtime hours worked who should be called last.
 - b. A qualified off-duty employee with the fewest hours of overtime worked.
 - c. The Shift Leader may split the vacant shift between two employees.

- d. If trying to cover a vacant shift and all efforts have been exhausted, contact the WY-10 Maintenance Mechanic, followed by the WY-11 Maintenance Mechanic.
 - e. The Shift leader shall contact the supervisor immediately in the event he/she is unable to find an employee to work the vacant shift.
- (4) Call-In Report - If you call an employee and leave a message with a family member (note family member's name) or answering machine, please state the time you are calling and the shift you are attempting to cover. Also, please state that if you do not hear back from the employee within 15 minutes, if time allows, you will contact another employee with the offer of overtime. Be detailed in completing the call-in form.
- (5) Overtime Roster - An overtime roster will be kept at each installation. At least once a week this roster will be updated, crediting any overtime worked or declined to the person who worked or declined it by the timekeeper. The numbers highlighted in blue on the overtime roster indicate the employee declined the overtime. The numbers highlighted in green on the overtime roster indicate an attempt was made to contact the employee but was unsuccessful. The roster shall be posted on the official bulletin board, shall consist of the roster for the present month and each month's roster, and shall be left on the bulletin board for 36 months.

SECTION 5. Non-Shift Work –

- A. The Employer will make overtime assignments consistent with mission and job requirements, among qualified employees, to provide equitable distribution of overtime. In the event an employee does not desire to work overtime, the supervisor may accommodate the employee's request to be excused from overtime work, provided that another qualified employee is available for the overtime work. Employees in an approved leave status may request to be excused from overtime assignments. Supervisors may consider the employee's request if another qualified employee is available.
- B. Employees will be notified of overtime requirements as far in advance as the employer knows of the need to schedule the overtime.

ARTICLE 13
ANNUAL LEAVE

SECTION 1. General – Annual leave shall be earned in accordance with appropriate statutes and regulations.

SECTION 2. Emergency Annual Leave – Call-In Procedures under Article 14, Sick Leave, shall govern for use of emergency annual leave.

SECTION 3. Shift Work –

- A. It shall be the policy of the Employer to allow employees a minimum of ten (10) consecutive workdays off between 15 May and 15 September if the employee requests this as his/her priority leave. Military drills on days off shall not preclude the employee from priority leave in accordance with this article. This policy should not be interpreted as preventing an employee from requesting to take his priority leave at any other time of the year nor should it be interpreted as granting approval for priority leave as requested. Conflicts on periods of requested priority leave must be resolved to ensure that a sufficient number of employees are available at any given time. If several employees under the same supervisor request the same time period for leave, the supervisor will take into consideration work needs, order the leave was requested, and seniority. Requests for a ten (10) day priority leave (continuous or otherwise) must be given to the supervisor by 31 January so that he/she can work out the leave schedule as fairly as possible. Failure to request priority leave by this deadline will result in the employee's request not being considered in conjunction with other priority requests.

- B. The Agency will, to the greatest degree possible, allow an employee to utilize priority annual leave, even when other employees must take unexpected Military leave (see Article 15, Other Leave), unless the Agency would be seriously handicapped in carrying out its functions or costs would be substantially increased. Military leave shall not count as priority leave time in the following situations.
 - (1) It falls outside of the priority leave area (15 May to 15 September).
 - (2) It falls inside the priority leave area (15 May to 15 September), but there is sufficient available unscheduled time to satisfy the employee's annual leave request in addition to his/her military leave.
 - (3) It falls at a time that is in conflict with other priority annual leave requests, but extra staffing exists. This extra staffing would allow the Employer to seek volunteers that are qualified to fill in for the military member while he/she is on two weeks of military leave. This volunteer could be a qualified employee who would volunteer to fill in for the military member for the chance to document experience in that position. This would not be considered a temporary promotion for pay purposes, but the volunteer would receive shift differential and premium pay for the hours he/she worked that qualified for them. Where more than one qualified employee desires this experience, the supervisor shall rotate it on a fair basis.

SECTION 4. Non-Shift Work –

Use of annual leave is subject to prior approval of the supervisor. Approval of annual leave is subject to work priorities and operational needs. Unforeseen emergency circumstances of a personal nature may prohibit an employee from requesting and obtaining prior approval of his/her absence. In such cases, the employee is responsible for notifying the supervisor, or the appropriate supervisor in their chain of command, within a time span consistent with the nature and degree of the emergency. Approval of annual leave for emergency reasons is to be granted on an individual case basis. Should the supervisor deem it necessary to cancel previously approved leave, he/she will inform the employee of the reasons for such actions as soon as the requirement for such cancellation is known. All anticipated annual leave shall be requested and approved as far in advance as possible. If several employees under the same supervisor request the same time period for leave, the supervisor will take into consideration work needs, order the leave was requested, and seniority.

SECTION 5. Family Medical Leave Act (FMLA) – For use of annual leave under FMLA, see Article 15, Other Leave, Section 6.

ARTICLE 14
SICK LEAVE

SECTION 1. Authorization – Every employee shall earn sick leave at the rate set by regulation and statute. Sick leave shall be used for doctor, dentist, optician, other medical appointments, illnesses, of the employee and the employee’s family members in accordance with 5 CFR 630 subpart D.

SECTION 2. Approval – Sick leave will be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury, or other reasons as provided by sick leave regulations. In accordance with 5 CFR 630 subpart D, employees, including those with chronic health conditions, may be required to furnish medical documentation to substantiate a request for approval of sick leave for any absence that exceeds three (3) consecutive workdays. In accordance with 5 CFR 630.405, employees may be required to furnish a medical certificate or other administratively acceptable evidence to substantiate a request for approval of sick leave for an absence of any duration when deemed necessary. Nothing in this language should be interpreted as preventing management from applying this provision in a manner that is consistent with 5 CFR 630 subpart D.

SECTION 3. Call-In Procedures -

- A. Shift Work – When an employee requires use of sick leave, he/she will notify the installation by telephone normally two (2) hours prior to the beginning of his/her scheduled work shift.

- B. Non-Shift Work –
 - (1) AWS - When an employee requires use of sick leave, he/she will notify his/her supervisor prior to the beginning of the scheduled start time or within two hours of the employees scheduled start time.
 - (2) Flextime – When an employee requires use of sick leave, he/she will notify his/her supervisor prior to, but no later than, the start of core hours at 0900.

SECTION 4. Medical Evidence – In accordance with 5 CFR 630.405, employees may be required to furnish a medical certificate or other administratively acceptable evidence to substantiate a request for approval of sick leave for an absence of any duration when deemed necessary. The Employer may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. The Employer may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purposes described in 5 CFR 630 subpart D. The Employer may require an employee requesting sick leave to care for a family member in accordance with 5 CFR 630 subpart D to provide an additional written statement from the health care provider concerning the family member's need for psychological comfort and/or physical care. An employee must provide administratively acceptable evidence or medical certification for a request for sick leave no later than 15 calendar days after the date the Employer requests such medical certification. If the medical documentation provided is not administratively acceptable, the Employer shall notify the employee as soon as possible to provide additional acceptable medical documentation. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the Employer requests such documentation. An employee who does not provide the required evidence or medical certification within the specified time period is not entitled to sick leave.

SECTION 5. Medical Appointments – Requests for prearranged sick leave for medical, dental, or optical examinations or treatment may be approved, provided such requests are submitted in advance by an employee to his/her supervisor and, that such requests for sick leave contain information as to time, place, and date appointment.

SECTION 6. Contagious Diseases – Accumulated sick leave will be granted to employees who have been exposed to a contagious disease that is ruled by health authorities as subject to quarantine, isolation or restriction of movement when their presence on duty would jeopardize fellow employees, or to employees who have a member of their immediate family afflicted with such disease and the patient requires the care and attendance of the employee.

SECTION 7. Family Friendly Leave – An employee is entitled to use up to 104 hours (13 days) of sick leave each leave year for the purposes outlined in 5 CFR 630 subparts B and D. This is not to be confused with FMLA, which is a separate entitlement.

SECTION 8. Leave Abuse Definitions and Examples –

- A. Sick Leave Abuse – When an employee uses sick leave instead of annual leave or LWOP for purposes other than those defined in Section 1 of this article or uses sick leave to the extent where the mission is greatly impacted and they are not working a normal schedule. Some examples of sick leave abuse include, but are not limited to, the following.
- (1) A pattern of sick leave use
 - (2) Requesting sick leave after annual leave is denied
 - (3) Taking sick leave when big projects are due or when the employee is in charge of an event
 - (4) Routinely using the leave as soon as it accrues
 - (5) Feeling of entitlement to be able to use the leave regardless of the work that needs to be done/completing the mission
 - (6) Excessive intermittent leave not involving chronic, diagnosed health problems
 - (7) Overuse of sick leave for a minor injury, and suspicious medical evidence
- B. Annual Leave Abuse – When an employee uses annual leave to the extent where the mission is greatly impacted and they are not working a normal schedule. Some examples of annual leave abuse include, but are not limited to, the following.
- (1) A pattern of annual leave use
 - (2) Taking annual leave when big projects are due or when the employee is in charge of an event
 - (3) Repeated and/or improbable excuses for using leave
 - (4) Routinely using the leave as soon as it accrues
 - (5) Feeling of entitlement to be able to use the leave regardless of the work that needs to be done/completing the mission

SECTION 9. Leave Restriction – If the Employer finds evidence of Leave Abuse, the employee will be given a written Notice of Leave Restriction defining the requirements for requesting and using leave. Once an employee is on leave restriction, the restriction will be reviewed every three (3) months. If the leave restriction is not violated, the leave restriction will be lifted immediately. Reoccurrence of the abuse within twelve (12) months of the date of the letter will result in the restriction imposed for an additional three (3) month period.

SECTION 10. Family Medical Leave Act (FMLA) – For use of sick leave under FMLA, see Article 15, Other Leave, Section 6.

ARTICLE 15
OTHER LEAVE

SECTION 1. General – The Federal Government offers a wide range of leave options and workplace flexibilities to assist an employee who needs to be away from the workplace. Information in each section below is a brief description of each type of leave and may not include all necessary and pertinent information. Use and approval of all leave will be in accordance with applicable laws and regulations.

SECTION 2. Advanced Annual Leave – Upon request by the employee (using form OPM 71) and subject to supervisory approval, the agency may advance annual leave to an employee in an amount not to exceed the amount the employee would accrue within the leave year. The Agency will not advance annual leave to an employee when it is known (or reasonably expected) that the employee will not return to duty, for example, when the employee has applied for disability retirement. Before granting advanced annual leave the approving supervisor will consider such matters as the expectation of return to duty, the need for the employee's services, and the benefits to the agency of retaining the employee. Advanced annual leave must be liquidated by the employee subsequently earning annual leave or by a refund upon separation from Federal service (if mutually agreeable and administratively feasible). Use and approval of advanced annual leave will be in accordance with applicable laws and regulations, specifically but not limited to 5 USC 6302(d), 5 CFR 630.209, and 5 CFR 630.501.

SECTION 3. Advanced Sick Leave – Upon request by the employee (using form OPM 71) and subject to supervisory approval, the agency may advance sick leave to an employee, for the same reasons it grants sick leave to an employee, subject to the limitations described in 5 CFR 630.401 and OPM guidelines. An agency should not advance sick leave to an employee when it is known (or reasonably expected) that the employee will not return to duty (e.g., when the employee has applied for disability retirement). Before granting advanced sick leave, the approving supervisor will consider such matters as the expectation of return to duty, the need for the employee's services, and the benefits to the agency of retaining the employee. Use and approval of advanced annual leave will be in accordance with applicable laws and regulations, specifically but not limited to 5 USC 6307(d), 5 CFR 630.401, 5 CFR 630.209, 5 CFR 630.402, 5 CFR 630.502(a), and 37 Comp Gen. 439.

SECTION 4. Bone-Marrow or Organ Donor Leave and Blood Donation – In accordance with 5 USC 6327, an employee may use up to 7 days of paid leave each calendar year to serve as a bone-marrow donor. An employee also may use up to 30 days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

Employees who donate blood may be granted excused absence to cover travel to and from the donation site, the donation of blood, and recovery. This provision is not intended to cover an employee whose donations involve the need for recurring absence over an extended period (e.g., semi-weekly over 4 months) or situations in which the employee has blood stored for his/her own use. Excusal of an employee for blood donation is subject to supervisory approval. The maximum excusable time will not exceed 4 hours except in unusual circumstances.

SECTION 5. Court Leave – An employee is entitled to paid time off without charge to leave for service as a juror or witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local government is a party. An employee is responsible for informing his/her supervisor if he/she is excused from jury or witness service for 1 day or more or for a substantial part of a day. To avoid undue hardship, an agency may adjust the schedule of an employee who works nights or weekends and is called to jury duty. If there is no jury/witness service, there is no court leave. The employee would be charged annual leave, sick leave, or leave without pay, as appropriate. An employee who is summoned to serve as a juror in a judicial proceeding is entitled to court leave. An employee who is summoned as a witness in a judicial proceeding in which the United States, the District of Columbia, or a State or local government is a party is entitled to court leave. An employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not court leave. Employees must reimburse to the Agency fees paid for service as a juror or witness. However, monies paid to jurors or witnesses

that are in the nature of "expenses" (e.g., transportation) do not have to be reimbursed to the Agency. Employees should contact the Human Resources Office or the Finance Office for up-to-date instructions on reimbursement and proper documentation that will need to be obtained to receive court leave. Use and approval of court leave will be in accordance with applicable laws and regulations, specifically but not limited to 5 USC 6322, 5537, and 5515.

SECTION 6. Voluntary Leave Transfer Program – The Voluntary Leave Transfer Program (VLTP) allows an employee who has a medical emergency to receive transferred annual leave directly from other employees in order to avoid being placed in a leave without pay situation. This allows an employee to continue to receive pay while recuperating from an emergency (whether their own or a family member's). Employees applying to become a leave recipient due to a medical emergency should complete the OPM Form 630 and submit the form to their supervisor with certifying medical documentation. Supervisor's must endorse and/or approve employee applications to become leave recipients. The deciding official will then approve or disapprove the request. A medical emergency means a medical condition of an employee or a family member that is likely to require an employee's absence from duty for a prolonged period of time (at least 30% of the average hours normally worked in a pay period) and would result in a substantial loss of income to the employee because of the unavailability of paid leave. Full time employees approved in a leave recipient status may only accrue up to 40 hours of sick leave and up to 40 hours of annual leave in set-aside accounts. Part-time employees and employees on an uncommon tour of duty may only accrue up to the average number of hours worked in a weekly scheduled tour of duty in a set-aside account while in a leave recipient status. A covered employee may donate annual leave directly to another employee who has been approved as a recipient of the Voluntary Leave Transfer Program. There is no limit on the amount of donated annual leave a leave recipient may receive from the leave donor(s). However, any unused donated leave must be returned to the leave donor(s) when the medical emergency ends. Use and approval of becoming a voluntary leave transfer program recipient will be in accordance with applicable laws and regulations, specifically but not limited to 5 USC 6331-6340 and 5 CFR 630.901-913.

SECTION 7. Family and Medical Leave Act (FMLA) of 1993

- A. FMLA Employee Entitlement – Under FMLA, most Federal employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for the following purposes: the birth of a son or daughter of the employee and the care of such son or daughter; the placement of a son or daughter with the employee for adoption or foster care; the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or a serious health condition of the employee that makes the employee unable to perform the essential functions of his/her positions. Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA. The amount of sick leave that may be used to care for a family member is limited. OPM Guidelines on "Sick Leave to Care for a Family Member with a Serious Health Condition" provides more information. FMLA leave is in addition to other paid time off available to an employee. An employee must provide notice of his/her intent to take family and medical leave not less than 30 days before leave is to begin or, in emergencies, as soon as is practicable. An agency may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee. Use and approval of FMLA will be in accordance with applicable laws and regulations, specifically but not limited to Public Law 103-3, February 5, 1999, 5 USC 6381-6387, 5 CFR part 630, subpart L.
- B. FMLA Management Responsibilities – Management is required (1) to conspicuously post notices advising employees of their rights and responsibilities under the FMLA; (2) to provide clearly written guidance to employees concerning FMLA rights and the Employer's policies for exercising them; this information must be included in employee handbooks or manuals; (3) once an employee has requested FMLA, Management must notify them of his/her rights and responsibilities at the time the leave is requested; and (4) must promptly notify an employee that his/her leave is being counted against annual FMLA entitlements. This usually means within two business days.

SECTION 8. Leave without Pay – Leave without pay (LWOP) is a temporary nonpay status and absence from duty that, in most cases, is granted at the employee's request. In most instances, granting LWOP is a matter of supervisory discretion and may be limited by Agency internal policy. Employees, however, have an entitlement to LWOP in the following situations.

- A. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. (See 5 CFR part 630, subpart L.)
- B. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Pub.L. 103-353) provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed service. (See 5 CFR 353.106.)
- C. Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.
- D. Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

Employees should be aware that LWOP affects their entitlement to or eligibility for multiple Federal benefits in accordance with applicable law, regulations, and OPM Guide to Processing Personnel Actions, Chapter 15.

SECTION 9. Leave and Work Scheduling Flexibilities Available for Adoption – Subject to supervisory approval and appropriate documentation, an employee may use annual leave, sick leave, advanced annual leave, advanced sick leave, FMLA, or LWOP to be absent from work for adoption proceedings or to be absent from work to bond with or care for a newly adopted child. Use and approval of leave, FMLA, or LWOP for this purpose will be in accordance with applicable laws and regulations, specifically but not limited to 5 USC Ch. 61 and 63, 5 CFR parts 610 and 630.

SECTION 10. Leave and Work Scheduling Flexibilities for Childbirth – Subject to supervisory approval and appropriate documentation, an employee may use annual leave, sick leave, advanced annual leave, advanced sick leave, FMLA, or LWOP, to be absent from work for medical appointments, hospitalization, a period of incapacitation following childbirth, to care for a spouse during pregnancy and childbirth, or to bond with or care for a healthy newborn. Use and approval of leave, FMLA, or LWOP for this purpose will be in accordance with applicable laws and regulations, specifically but not limited to 5 USC Ch. 61 and 63, 5 CFR parts 610 and 630.

SECTION 11. Military Leave – An employee is entitled to time off at full pay for certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces. Military leave under 5 USC 6323(a) is prorated for part-time career employees and employees on an uncommon tour of duty. Temporary employees whose appointments are limited to 1 year or less are not entitled to military leave. Employees entitled to military leave are provided 15 days per fiscal year for active duty, active duty training, and inactive duty training. An employee can carry over a maximum of 15 days into the next fiscal year. Employees may be entitled to further military leave as provided for in 5 USC 6323. Use and approval of military leave will be in accordance with applicable laws and regulations, specifically but not limited to 5 USC 5519 and 6323, Public Law 106-554, December 21, 2000, and Public Law 108-136, November 24, 2003.

ARTICLE 16
TELEWORK

SECTION 1. General – Telework will be applied for use by Employees in accordance with “Telework Enhancement Act of 2010” Public Law 111-292, EO 13514, DODI 1035.01, ER 690-1-1215, and the MVS Commander’s Policy, “Telework Guidance” dated 26 April 2012.

SECTION 2. Eligibility – In accordance with ER 690-1-1215, supervisors shall review each position and determine the eligibility of their employees to participate in telework and notify these employees of their eligibility to telework. Employees identified as eligible have the option to accept or decline the opportunity to telework. To the extent mission requirements are not jeopardized, employees who exhibit suitable work performance and conduct as determined by their supervisor and occupy eligible positions (e.g., positions that involve portable work and are not dependent on the employee’s presence at the official duty station, such as, Wage Grade employees) shall be permitted to telework to the maximum extent possible, at the supervisor’s discretion. Telework eligibility criteria will be applied in a fair and consistent manner.

SECTION 3. Procedures – Requesting and approving telework will be in accordance with ER 690-1-1215 and MVS Commander’s Policy, “Telework Guidance” dated 26 April 2012.

SECTION 4. Disputes – Employees may dispute the denial of telework, the reasons for denial, and the termination of an existing agreement through the negotiated grievance procedure.

SECTION 5. Inclement Weather – Telework will be made optional to eligible employees during conditions of inclement weather to the maximum extent allowed by mission requirements and technological capability.

ARTICLE 17
USE OF OFFICIAL FACILITIES AND SERVICES

SECTION 1. Facilities – In order to facilitate and expedite the Labor-Management Relations Program, the Employer agrees to provide the Union space at the District to be used for an Union office, Union meetings, or other appropriate activities; utility services, including telephone service; furniture, including a lockable file cabinet; computer; conference table; drop box; and bulletin board. The Employer also agrees to provide the Union space in a non-duty area at each Installation to be used for Union meetings and other appropriate activities as requested. The Employer will provide necessary kitchen appliances in accordance with applicable policies and regulations at each Installation. The Union will participate in the Robert A. Young (RAY) Building Facilities Meeting pertaining to matters that concern the RAY Building Facilities. Official time is authorized for the Union’s participation.

SECTION 2. Internal Mail – The internal mail service of the Employer shall be available for use by the Union except for mailings of internal Union business. The Union shall have a mailbox available in the District mailroom for incoming mail or interdepartmental mail (no postage required). The Union may use the Agency electronic mail system to communicate with its bargaining unit employees or conduct other appropriate representational functions, in accordance with applicable laws and regulations.

SECTION 3. Bulletin Boards – A designated bulletin board shall be available for use by the Union for the posting of notices and literature of the Union at each Installation. A bulletin board of not less than nine square feet and limited to Union use shall be made available near the entrance to the Union office. The Union is fully and solely responsible for the posted material, in terms of accuracy and adherence to ethical standards, and is responsible for any statements made against any individual or organization, to the extent that the Union may have to substantiate the statements (or otherwise answer for their charges) through the courts or other legal proceeding.

SECTION 4. Copies of Agreement – Upon ratification of this Agreement, a total of 500 copies of this Agreement will be provided to the Union for distribution. The cost of printing this Agreement shall be borne by the Employer. The Agreement will be printed as an 8 1/2” x 11”, bound, with plastic or durable cover.

SECTION 5. Lists – The Employer agrees to furnish to the Union quarterly, a list of all employees in the unit, showing name, position title and number, grade, organizational assignment, and official duty station.

SECTION 6. Publications – The Employer agrees, upon request, to make available to the Union and employees, Office of Personnel Management and Merit Systems Protection Board publications, including regulations, supplements, and classification standards. The Employer will provide the Union with one copy of all current and future activity regulations and pamphlets relating to unit employees or their working environment.

SECTION 7. Copying – The Employer agrees to provide the use of quick copy printing equipment to reproduce a reasonable amount of copies of official correspondence and memoranda pertaining to bargaining unit representational activities.

ARTICLE 18
EMPLOYEE ASSISTANCE PROGRAM

The Employer shall abide by any applicable rules, regulations, and guidelines as promulgated pursuant to the Employee Assistance Program (EAP). The Employer recognizes that medical/behavioral problems of an employee and/or members of his/her immediate family can interfere with an employee's job performance. A supervisor shall refer any employee to the EAP on a voluntary basis whose performance indicates a possible problem or who acknowledges having a medical/behavioral problem either of his/her own or of a family member. A supervisor shall refer any employee to the EAP on a mandatory basis if they have tested positive for a drug test in accordance with applicable Agency Policy. Appropriate leave will be granted for treatment in accordance with applicable Agency procedures. The confidential nature of medical records of employees utilizing EAP shall be maintained. Neither coordinator nor any management official shall reveal the name of the person voluntarily seeking assistance except on a limited need-to-know basis to other supervisors in the chain of command.

ARTICLE 19
EMPLOYEE TRAINING

SECTION 1. Determination – Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for training to assure development and career planning for employees and to maintain the competence of the workforce.

SECTION 2. Training Programs – The Employer and the Union agree that the establishment of training programs to improve employee efficiency, to contribute to merit promotion from within the unit whenever practicable, and to assist employees hurt by RIF, reorganization, or transfer of functions to obtain placement in another agency, are the benefit. In developing such programs, the Employer agrees to consider the views of the Union.

SECTION 3. Procedures – Supervisors will meet with each employee at the time of the annual performance plan to discuss a mutually prepared Individual Development Plan (IDP). The IDP (ENG FORM 5055-R) contains an employee’s developmental objectives-short term and long-term (3–5 Years)-required training (first and second priority courses), recommended training (second and third priority courses), required/recommended developmental assignments, and training or self-developmental assignments completed during the last fiscal year. It is updated annually and signed by the employee, immediate supervisor, and approving official.

SECTION 4. Scheduling – It shall be a matter of interest and concern for the Employer and the Union that appropriate training courses, seminars, conferences, and meetings be scheduled, whenever possible, during work hours to allow the employees the opportunity to gain information, education, and training.

SECTION 5. Records – The Employer agrees to record training accomplishments in the employee’s official personnel folder. This does not relieve the employee of the individual responsibility to keep his or her personnel folder current and complete to fully reflect total employment experience, training, and education. The Union agrees to encourage employees to review their personnel folders to assure that training is accurately recorded.

SECTION 6. Developmental Positions – Employees hired in developmental or “target grade” positions will be provided the necessary training in order to excel to their next targeted grade.

SECTION 7. On-Site Courses – Where there is sufficient interest among employees to warrant approved on-site courses in a subject or field, the Employer will make a good faith effort to arrange for an instructor and space to provide such training.

ARTICLE 20
LABOR-MANAGEMENT RELATIONS TRAINING

Union-Sponsored Labor Relations Training Sessions: The Employer agrees to grant official time to employees who are Union officials for the purpose of attending Union sponsored labor relations training and other training sessions, provided the training is of mutual benefit both to the employees in their capacities as Union representatives and to the Employer. Official time for this purpose will be in accordance with Article 9, Official Time, and will be deducted from a bank of 500 official time hours per calendar year for this purpose only. A written request for official time will be submitted at least thirty (30) days in advance by the Union President to the Labor Relations Officer and will contain information about the duration, purpose, and nature of the training (typically providing the agenda for the training is sufficient). The Labor Relations Officer shall coordinate the training with the official's supervisor to ensure mission accomplishment. An annual Union-sponsored training schedule will be provided to the Employer by January 1st each year if at all possible.

ARTICLE 21
ORIENTATION OF NEW EMPLOYEES

SECTION 1. Orientation of New Employees – All new employees shall be informed by the Employer that the Union is the Exclusive Representative of employees in the Unit. Each new employee shall receive a copy of this agreement from the Union.

SECTION 2. List of New Employees – The Employer shall furnish the President of the Union, on a quarterly basis, the following information regarding all new employees of the Unit.

- A. Full name
- B. Position title and number
- C. Grade
- D. Organizational assignment
- E. Official Duty Station

SECTION 3. Representative Recognition – The Employer and Union agree that a Union representative may meet one on one with new employees for the purpose of orientation as a bargaining unit member. One hour of official time will be available for this purpose upon request of the new bargaining unit employee to their supervisor.

ARTICLE 22
POSITION DESCRIPTIONS/CLASSIFICATION

SECTION 1. General – The Employer agrees that it is essential that in accordance with laws, rules, regulations, and guides, all employees shall be paid equitably and that pay rates shall bear a direct relationship to the level of skill and responsibility of the work performed.

SECTION 2. Position Description – Each employee is entitled to a position description that is sufficiently clear in describing the supervisory controls, major duties, physical demands, and working conditions to provide for job evaluation and later identification of work experience for placement purposes. It shall be reviewed periodically by the supervisor.

SECTION 3. Changes – If duties of an occupied position within the unit are changed, the supervisor shall discuss the changes with the incumbent employee. Substantial changes will be coordinated with Human Resources (HR) and the employee's position description will be updated, if necessary. Employees can access their position description at any time via the automated employee information portal, or by requesting a copy from their HR representative.

SECTION 4. Position Description Review – Any employee in the unit who feels he/she is performing duties outside the scope of the position description or that his/her position is inaccurately classified, may request of the immediate supervisor that the position description be reviewed. Normally within five (5) days, the supervisor will initiate a position description review request with the HR office or explain why the current position description is adequate. If the latter, the supervisory explanation should be in writing and signed by the supervisor. If the employee is downgraded as a result of the reclassification requested by the supervisor, the employee will receive notification that shall include an explanation of the employee's option for appeal as outlined below. If the employee is dissatisfied with the supervisor explanation or position description review findings, he/she may file a classification appeal as follows.

- A. Wage Grade employees must appeal through the Agency Wage Grade appeals procedure, in accordance with DOD 1400.25-M SC 511, and then, if dissatisfied, the Office of Personnel Management (OPM).
- B. General Schedule employees may appeal to the Agency first and then to the OPM if dissatisfied, or they may go directly to OPM. If an employee first files the appeal with OPM, if dissatisfied, they may not then appeal to the Agency.

Retained grade and retained pay rights shall be afforded those employees who are subject to such provisions as defined in applicable laws and government-wide regulations.

SECTION 5. Representation – The employee shall have the right to be assisted by a representative of his/her choosing subject to the limitations of AR 690-501.8(e) in preparing and presenting a classification complaint or appeal.

ARTICLE 23
MERIT SYSTEM

SECTION 1. General – The Employer and the Union agree that all unit personnel actions that involve merit promotion shall be in accordance with the provisions of the law, Office of Personnel Management (OPM), Department of Army Regulations, the Merit Promotion & Placement Plan, and the Statute. The employer agrees to explain to employees, as needed, the merit system in attempt to assure fair, equitable, and consistent practices in carrying out the merit systems promotion procedures. The Employer will attempt to ensure that all qualified people have equal opportunity for promotion in accordance with Article 4, Equal Employment Opportunity.

SECTION 2. Vacancy – All unit vacancies that are filled under the Merit Promotion Plan shall be appropriately publicized to ensure all employees have an equal opportunity to participate. The Employer and Union shall be furnished a copy of the vacancy announcement via email from the Human Resources office.

- A. Each announcement will contain:
 - (1) Title, Series and Grade;
 - (2) Organizational and geographical location;
 - (3) If the position is permanent, unless identified as temporary;
 - (4) Open and closing dates for receipt of application;
 - (5) Area of Consideration;
 - (6) A list of selective placement factors and Conditions of Employment;
 - (7) Short description of duties and specialized experience;
 - (8) OPM's minimum qualification standards for basic eligibility;
 - (9) Time-in-grade requirements; and
 - (10) Information regarding promotion potential and other unique requirements.
- B. If the position is announced as temporary and the announcement does not state that it may become permanent, the position will be re-announced if it does become permanent.
- C. Details and placement actions involving transfer, reinstatement, or reassignment to positions with known promotion potential (non-competitive or competitive) will be accomplished in accordance with the appropriate regulations and the Merit Promotion Plan as applicable.

SECTION 3. Details and Temporary Promotions -

- A. Details in excess of thirty (30) days shall be documented in the form of a letter from the appropriate manager and the employee shall document this experience in their resume.
- B. Temporary promotions will be for specified periods of time, not less than thirty (30) days. An employee temporarily placed in a higher graded position for a period exceeding thirty (30) days may be temporarily promoted if eligible and qualified and shall be paid commensurate with the duties of the position. Temporary promotions of more than one hundred twenty (120) days will be based on competitive procedures.
- C. All employees to be temporarily promoted/detailed competitively or non-competitively will be advised in advance of the temporary nature of the action and the not to exceed date. Also, it shall be made clear that at management's discretion, the temporary promotion may be terminated at any time, and the employee will return to his/her permanent position of record.

SECTION 4. Supervisory Appraisal – In the interest of providing objectivity in a supervisory appraisal (SA), an employee should have been under the immediate supervisor for at least 120 days. When this is not the case, prior supervisory appraisals shall be obtained. Supervisors shall keep employees advised of weaknesses in job performance and of areas in which the employees may improve their chances for promotion.

SECTION 5. Non-Selected Employee Rights – A non-selected employee, who requests reconsideration in accordance with the Merit Promotion Plan, may request representation by the Union. The following information about specific promotion actions shall be available to an employee and/or representative from the Union upon request.

- A. Whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of minimum qualification requirements for the position.
- B. Whether the employee was one of those in the group from which the selection was made.
- C. In what area, if any, the employee should improve to increase chances of future promotion.

The Union shall be permitted to review related documents used in evaluating all candidates for promotion purposes by utilizing the rights afforded to the Union under 5 U.S.C. §7114(b)(4). The Union must establish a particularized need for the information by articulating, with specificity, why it needs the requested information, including the uses by the Union for the information and the connection between those uses and the union's representational responsibilities under the Statute. The Union is entitled to information that will enable it to realistically assess the strengths or weaknesses of an employee's grievance and to determine the most appropriate course of action to take concerning the matter. All information disclosed will be subject to the Privacy Act, 5 U.S.C. §552(a) and will be redacted accordingly. If the employee files a grievance, he/she will be furnished copies of these documents upon request. The release of these documents must be in compliance with the provisions of the Privacy Act, and all other applicable laws, rules, and regulations. All Personally Identifiable Information will be removed. Employees and their representatives will be responsible for protecting the confidentiality of the records in accordance with applicable law and regulation. If an employee fails to receive proper consideration in a promotion action and the erroneous promotion is upheld, the employee must be considered for the next appropriate vacancy in the same title, series, grade, and promotion opportunity for which the employee is a highly qualified candidate.

SECTION 6. Repromotion – An employee who is demoted through no personal fault shall be entitled to priority consideration for repromotion in accordance with applicable regulations. Employees who have been involuntarily demoted and who are receiving grade, pay, or salary retention benefits will be granted mandatory repromotion consideration for the duration of their retention benefits.

SECTION 7. Incentive Awards – The employer will emphasize to supervisors their responsibilities in carrying out incentive award activities and will provide information to all employees so that they understand the benefits to be derived from the program and are encouraged to participate. The Employer will make available to employees the criteria for various awards.

ARTICLE 24
PERFORMANCE EVALUATION

SECTION 1. General – All performance standards will be accomplished in accordance with Total Army Performance Evaluation System (TAPES), AR 690-400, and be fair, equitable, accurate, attainable, and consistent with the position description and classification standards for the job. Such evaluations and appraisals shall be used as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees. A performance standard is a statement of the expressed level of achievement in terms of the quality, quantity, timeliness, etc., required for the performance of an employee's job. Employees will be encouraged to participate in the development of the performance standards; however, the supervisor shall have the responsibility of reviewing the employee's input and determining the final performance standard(s). Employees who are dissatisfied with their performance appraisals may initiate a grievance under the negotiated grievance procedure.

SECTION 2. Orientation – The supervisor will provide orientation to new employees concerning the performance appraisal system. The Human Resources Office will provide technical advice and assistance concerning the performance appraisal system.

SECTION 3. Performance Objectives and Standards – Performance objectives will be identified and performance standards established for each individual employee's position and set of duties and will be used as a basis for evaluating the employee's performance. The Supervisor will meet with the employee at the onset of each rating period to review and discuss the performance objectives and standards with the employee. Reviewers will ensure that performance standards are reasonable, consistent with like job series/assignments and work area promotional opportunities, and are carried out after approval, as much as possible. Employees are encouraged to participate in identifying performance objectives and performance standards for their particular positions.

SECTION 4. Training and Supervision – Rating supervisors will provide adequate training and supervision in an attempt to ensure that employees can meet or exceed designated performance standards.

SECTION 5. Grievances/Disputes – If problems arise with individual employee appraisals, the Employer and the Union agree that they will first attempt to resolve the dispute using Article 25, Problem Solving. Typically, the management official involved in the Problem Solving process with the employee and/or Union representative will be the senior rater. If the problem is not resolved through the Problem Solving process and the employee is still dissatisfied with their performance rating, they may grieve it under the negotiated grievance procedure in accordance with Article 26, Grievance Procedure. The grievance will be filed at Step 1, to the management official that is one supervisory level above the senior rater.

SECTION 6. Performance Review Discussions – Performance review discussions between the employee and the employee's supervisor should be held as often as necessary to enable the supervisor to assess the employee's work and help improve the employee's performance during the rating period, if necessary, and to inform them of their progress toward achieving performance requirements. If an employee's performance needs improvement, a documented counseling will be given prior to a Performance Improvement Plan (PIP) being issued. Performance review discussions will be held at midpoint of the employee's annual rating period, at a minimum, and at other times as needed and prescribed by applicable regulations.

SECTION 7. Performance Improvement Plan (PIP) – In accordance with 5 CFR 430 when a supervisor’s review concludes that the employee’s work is not at an acceptable level of performance per applicable regulations, the supervisor may place an employee on a PIP. A PIP will be initiated with a written notice identifying the employee’s performance deficiencies, the successful leave of performance, the action(s) that must be taken by the employee to improve to the successful level of performance, the methods that will be employed to measure the improvement, and any provisions for counseling, training, or other appropriate assistance. The goal of the PIP is to return the employee to an acceptable level of performance as soon as possible.

- A. PIP Period – The PIP will provide at least a period of ninety (90) calendar days for the employee to achieve acceptable performance and the employee will be reevaluated at the end of the PIP period.
- B. Acceptable Performance – At any time during the PIP period, the supervisor may conclude that the employee’s performance has improved to an acceptable level, and the PIP can be terminated. In that event, the supervisor will notify the employee in writing.
- C. Unsatisfactory Performance –
 - (1) If the employee fails to improve their performance during the PIP period, the Employer will consider reassignment or change to lower grade as an alternative to removal, provided appropriate vacancies exist. One of the following actions may be pursued.
 - a. When the supervisor determines that the employee is capable of performing another position of the same grade, the supervisor may propose to reassign the employee to such a position.
 - b. When the supervisor determines that the employee is not capable of performance any positions at the same grade, but is capable of performing a position at a lesser grade, the supervisor may propose a demotion to a position at the next lower grade.
 - c. If neither a. nor b. above are feasible, the supervisor may propose a removal or demotion to a lesser grade.
 - (2) An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:
 - a. 30 days advance written notice of the proposed action, which identifies the specific basis (i.e., the critical job duties and responsibilities) for the proposed action including specific instances of unacceptable performance;
 - b. A representative of the employee’s choice;
 - c. Not less than fourteen (14) calendar days to respond orally and/or in writing to deciding official;
 - d. A written decision will be made within thirty (30) calendar days after the date of expiration of the notice period and will be concurred with by a higher level supervisor, unless the action is proposed by the Commander. The employee will be given a written decision that:
 - i. Specifies the instances of unacceptable performance on which the decision is based. Only instances of unacceptable performance that occurred in the one (1) year period before the date of the advance notice may be used to support the decision. Only those instances included in the advance notice may be relied on to support the final decision; and
 - ii. Specifies the effective date and the action to be taken and the employee’s right to grieve and appeal the decision.
- D. Marginal Performance – If after the PIP period the employee's performance is determined to be marginal and the within-grade increase will be withheld, the employee is entitled to a written statement specifying the reasons why the employee's performance was below the acceptable level and notification that the employee may secure a reconsideration of the decision by filing a written request within fifteen (15) calendar days to a designated official.

SECTION 8. Employee Significant Accomplishments – Employees will be given seven (7) calendar days to provide raters with feedback on their significant accomplishments for raters to use in preparing performance appraisals.

SECTION 9. Records – Written records of employee performance and discussions that supervisors use in determining employee performance appraisal will be made available to the employee and entered in the Official Personnel File. All such records used in performance evaluation will be maintained for the period of time necessary to allow employees to appeal the appraisal through established procedures.

SECTION 10. Special Appraisals – Special appraisals will be completed during the last week of a temporary assignment such as a detail or temporary promotion to an established position for a period of one-hundred twenty (120) days or more. If the temporary assignment ends at the end of a rating cycle, then an annual appraisal should be done.

ARTICLE 25
PROBLEM SOLVING

SECTION 1. General – The Employer and the Union recognize that the traditional methods of dispute resolution (e.g., grievance/arbitration and unfair labor practice charges) are reactive and not always the most efficient means of problem resolution. The Employer and the Union also understand that an early and open exchange of information is essential to clearly address the concerns or reservations of each. Therefore, the Employer and the Union are encouraged to use the provisions of this article to seek resolution of problems through the proactive approach before resorting to other avenues of dispute resolution.

SECTION 2. Procedure – The Employer and the Union support the following format.

When a complaint/problem/concern arises,

- A. The employee(s), Union, or Employer may notify the other affected Parties within fourteen (14) calendar days of the event giving rise to the complaint/problem/concern. A meeting will be held within fourteen (14) calendar days of notification, which will include the bargaining unit employee(s), the Union Representative and appropriate management representative.
- B. The purpose of the meeting is to allow the employee(s), the Union, and the Employer to freely present, receive, and/or exchange information and their views on the situation.
- C. The Employer and the Union shall try to find an opportunity for problem resolution and, if one arises, it will be, with mutual agreement, acted upon.
- D. If the matter relates to pending discipline, disciplinary action will not be issued during the meeting.
- E. If the Employer and the Union are unable to resolve the issue under this article, the Employer shall render a decision within fourteen (14) calendar days of the meeting. Once the decision has been rendered, and if appropriate, the employee may proceed with Article 26, Grievance Procedure. The time limits in Article 26, Grievance Procedure, begin when the decision is rendered.
- F. This basic format of the process may be modified with the written agreement of the Employer and the Union.
- G. This article shall not diminish the Employer's right to discipline, where otherwise appropriate, nor shall the rights of the Union or the employee be affected by this article.

SECTION 3. Training – The Employer and the Union shall continue their support of training on problem solving techniques and similar programs that they mutually agree to pursue. The Union and the Employer shall mutually agree on the scope, content, development, and arrangements for delivery of any joint problem solving training under this article.

SECTION 4. Official Time/Travel – Official time, travel, and per diem shall be granted to Union representatives authorized to attend jointly agreed upon training/briefings on joint problem-solving techniques, subject to the limitations set forth in Article 9 and Article 20.

ARTICLE 26
GRIEVANCE PROCEDURE

SECTION 1. Common Goal – The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly 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 level of supervision.

SECTION 2. Scope – This negotiated grievance procedure shall apply to all grievances. Grievance means any complaint:

- A. By any employee concerning any matter relating to the employment of an employee;
- B. By any labor organization concerning any matter relating to the conditions of employment of any employee;
- C. By any employee, labor organization or agency concerning:
 - (1) The effect, interpretation or a claim of breach of a collective bargaining agreement, or
 - (2) Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 3. Excluded from the grievance procedure outlined in this Agreement are issues that involve:

- A. A violation relating to prohibited political activities;
- B. Retirement, life insurance, or health insurance;
- C. A suspension or removal for national security;
- D. Any examination, certification, or appointment;
- E. The classification of any position which does not result in the reduction in grade or pay of an employee;
- F. Probationary employee's termination;
- G. Incentive Award and Quality Increase;
- H. Selection for promotion (but not the selection process);
- I. Proposed Notices of informal or formal disciplinary action;
- J. Termination of temporary promotion;
- K. Accuracy of position descriptions;
- L. Complaints relating to denial of within grade increases; and
- M. Reduction in force actions involving Change to Lower Grade, Furlough, and Separation.
- N. Nothing in this section shall prevent Employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board or processing the prohibited personnel practice defined in law through the statutory appeals process, provided that the employee has not filed a formal grievance on the matter in accordance with this Agreement.

SECTION 4. Application – A grievance may be filed by the Union, an employee or a group of employees or the employer. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union, provided that the Union will be a party to all the discussions and the grievance process. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraints, coercion, discrimination or reprisal.

SECTION 5. Dispute Resolution

- A. Non-binding mediation using the Federal Mediation and Conciliation Service (FMCS) can be used prior to arbitration in the grievance process or to determine if a subject is grievable, if the parties mutually agreed to using it.
- B. Questions that cannot be resolved by the parties as to whether or not a grievance is subject to this procedure shall be referred to an arbitrator for decision in accordance with Article 27, Arbitration.

SECTION 6. Procedure – The following procedures are established for the resolution of grievances.

- A. Informal Problem Solving Method - This step is an informal grievance process for non-disciplinary action, complaints, and other grievable issues. In the event of a grievance from an employee that does not involve a disciplinary action, the aggrieved employee and his/her Union representative, if requested by the employee, shall first present the matter as a grievance to the immediate supervisor, or the lowest level management official with the authority to render a decision, verbally or in writing. The grievance must be initiated within fourteen (14) calendar days of the date the grievant became aware of the incident. Within fourteen (14) calendar days the immediate supervisor or management official will meet with the grievant and his/her representative for the presentation of the grievance (unless an extension is mutually agreed upon). Within fourteen (14) calendar days after said meeting, the immediate supervisor or management official will give a verbal or written decision to the employee and the employee's representative. If the grievance is not resolved at this step, the employee and his/her representative may within fourteen (14) calendar days forward the grievance to Step 1. If the grievance is raised to a Step 1 formal grievance, the grievance will be presented to the next level of supervision in the chain of command and so on and so forth for Steps 2 and 3, always using the chain of command.
- B. Grievances filed by the Union will be filed at Step 3.
- C. Step 1 – This step starts the formal grievance process. Employees can only start the grievance process at this level if the grievance involves a disciplinary action. The matter should be presented in writing, to the next level supervisor above the deciding official. The grievance must contain a detailed explanation of the issue(s) being grieved and the personal remedy sought. At a minimum, it should contain information as to who, what, when, where, and why of the complaint. In the event a grievance is filed with someone other than the immediate supervisor, he/she will be provided with an informational copy. In either case, the grievance must be initiated within fourteen (14) calendar days of the date the grievant became aware or should have become aware of the incident. Within fourteen (14) calendar days the immediate supervisor or management official will meet with the grievant and his/her representative for the presentation of the grievance (unless an extension is mutually agreed upon). Within fourteen (14) calendar days after said meeting, the immediate supervisor or management official will give a written decision to the employee and the employee's representative. New issues may not be raised by either party after this step without mutual agreement. If the grievance is not resolved at this step, the employee and his/her representative may, within fourteen (14) calendar days, forward the grievance to Step 2 or utilize the ADR procedure outlined below. Employees may not use both. If ADR is requested by the Union, management will make a reasonable effort to schedule and convene the ADR within 45 calendar days of notification.

ADR Procedure

(1) If the ADR procedure is used, the request must be submitted to HR within fourteen (14) calendar days of receipt of the Step 1 decision. The ADR procedures may be utilized for any matters that are grievable in accordance with the CBA language on what is grievable, except for suspensions of more than 14 days, involuntary demotion, or termination.

(2) The dissatisfaction will be submitted to a panel of four (4) evaluators, two (2) management and two (2) Union, who will hear evidence and make a binding decision. Each party will submit to the other a list of four (4) impartial evaluators for each case. The parties will strike two (2) from the list received and the remaining evaluators will meet the employee witnesses and appropriate management officials and receive evidence as to the propriety of the dissatisfaction before making a decision. The evaluators will vote to sustain the action or to change it. The vote must be by a majority. The parties will accept the panel's decision. A locked vote (2-2) will serve to sustain the action and will serve as the only basis, from the ADR process, for the grievance to be submitted to an Arbitrator. The panel will sign a statement of confidentiality.

- D. Step 2 - Within fourteen (14) calendar days of receipt of the Step 1 decision, the grievance will be presented, in writing, to the second level supervisor (or appropriate management official). The grievance will state the name of the employee and his/her representative, and consist of the original Step 1 grievance that was filed and management's response. Within fourteen (14) calendar days the second level supervisor or management official will meet with the grievant and his/her representative for the presentation of the grievance (unless an extension is mutually agreed upon). Within fourteen (14) calendar days after said meeting, the second level supervisor or management official will give a written decision to the employee and the employee's representative. New issues may not be raised by either party after this step without mutual agreement. If the grievance is not resolved at this step, the employee and his/her representative may within fourteen (14) calendar days forward the grievance to Step 3.
- E. Step 3 - Within fourteen (14) calendar days of the receipt of the Step 2 decision, the grievance will be presented, in writing, to the third level supervisor (or appropriate management official). The grievance will state the name of the employee and his/her representative, and consist of the original Step 1 grievance that was filed and management's response and the Step 2 grievance filed and management's response. Within fourteen (14) calendar days the third level supervisor or management official will meet with the grievant and his/her representative for the presentation of the grievance (unless an extension is mutually agreed upon). Within fourteen (14) calendar days after said meeting, the third level supervisor or management official will give a written decision to the employee and the employee's representative. Should the decision rendered by management be dissatisfactory to the grievant, or no decision is timely rendered, the grievant may request the Union to refer the grievant to Arbitration in accordance with the provisions of the Agreement. A request by the Union for Arbitration shall be valid only when signed by the Union President or Acting President.

ARTICLE 27
ARBITRATION

SECTION 1. Right to Arbitration – If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union, either as grievant or a representative of the employee grievant (s), or management as a grievant may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing and submitted to Federal Mediation and Conciliation Service (FMCS) and the District Commander within twenty (20) work days following receipt of the decision by the aggrieved party.

SECTION 2. Selecting the Arbitrator – The party invoking arbitration shall, within a period of seven (7) calendar days of the notice, request the FMCS to submit a list of seven (7) impartial persons qualified to act as arbitrators. By mutual agreement, the parties may agree to an arbitrator on the list or not on the list. If they cannot agree, the Employer and the Union will each strike (1) arbitrator's name from the FMCS list of seven (7) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. A coin flip shall determine who shall strike the first name. The Union may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

SECTION 3. Fees and Expenses – The arbitrator's fees and expenses shall be borne by the losing party. The parties shall, however, request that the arbitrator specify, in any decision not favoring one party's position over the other, that all costs should be borne equally by the parties.

SECTION 4. Arbitration Process

- A. The process to be utilized by the arbitrator will be a formal hearing; however, the Employer and the Union may mutually agree to other forms of arbitration when a formal hearing is not deemed necessary. These other forms may include stipulation of facts, inquiries, mini-arbitration, or other forms of arbitration less than a full formal hearing.
- B. When a formal hearing is used, verbatim transcription shall not be utilized unless mutually agreed to by both the Employer and the Union. If not mutually agreed to, either the Employer or the Union may utilize verbatim transcription at their own expense, or record the hearing for their own use.
- C. The arbitration shall be held on the Employer's premises during the regular day shift work hours of the basic work week. An employee of the unit serving as the grievant's representative, the aggrieved employee, and all witnesses giving testimony in the arbitration will be on official time.
- D. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by Section 7701(c)(1) of Title V, United States Code, as applicable.

SECTION 5. Time Limit – The arbitrator will be told that in order to fulfill the delegation to arbitrate, he/she must render a decision and remedy to the Employer and the Union as quickly as possible, but, in any event, no later than thirty (30) calendar days after the conclusion of the hearing, unless the parties otherwise agree.

SECTION 6. Arbitrator's Authority – The arbitrator's decision(s) shall be final and binding, and the remedy shall be effected in its entirety.

SECTION 7. Arbitrator's Authority in Disputes over the Agreement - The arbitrator shall have the authority to resolve any questions or arbitrability and interpret the explicit terms of the Agreement, agency policy, etc., as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this Agreement or agency policy.

SECTION 8. Exceptions –

- A. Either party may seek judicial review of the arbitrator's decision on matters that could have been appealed to the Merit Systems Protection Board within thirty (30) days of the issuance of the decision. Such review will be sought in the appropriate court(s) in accordance with the provisions of Section 7703 of Title V, United States Code.

- B. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award in any matter other than those described in (a) above. Such exceptions must be filed within thirty (30) days of the issuance of the decision in accordance with authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately.

ARTICLE 28
UNFAIR LABOR PRACTICE CHARGES

SECTION 1. Notice – The Employer and the Union agree that prior to filing an Unfair Labor Practice (ULP) charge, the charging party will serve written notice of the alleged ULP charge on the other party. The charging party may file a ULP charge any time after providing the pre-notification.

SECTION 2. Discussion – If the charged party requests the opportunity to discuss the issue(s), the parties will begin discussions as soon as possible but no later than 14 days after the charge is filed, unless more time is mutually agreed to. The parties are encouraged to resolve the issue in the pre-notification stage.

SECTION 3. Procedures – The Employer and the Union will have full authority to mutually agree to any procedures necessary for resolution.

SECTION 4. Amendments – Amendment of the ULP charges on the same issue will not necessitate a new pre-notification of said charges. However, the parties are encouraged to discuss and try to resolve the issue(s) that gave rise to the amendment.

SECTION 5. Authority – Neither party has the authority to waive or extend the 6-month statutory filing requirement.

SECTION 6. Resolution – If a ULP charge is filed with the Federal Labor Relations Authority (FLRA), the charging party may request the FLRA to allow the parties additional time to attempt resolution before proceeding.

ARTICLE 29
DISCIPLINARY AND ADVERSE ACTIONS

SECTION 1. Disciplinary Actions –

- A. General – A disciplinary action is the imposition of a penalty for misconduct. A disciplinary action may be informal or formal. Informal disciplinary actions may consist of Letters of Counseling, oral admonishments, and verbal or written warnings that may lead to formal disciplinary action, if behavior of the individual is not corrected. Formal disciplinary actions may consist of penalties such as reprimands, suspensions, demotions, and removals. A disciplinary action against an employee, must be based on just cause, be consistent with applicable laws and regulations, be fair and equitable, and promote the efficiency of the service. Disciplinary and adverse actions shall be taken against employees in accordance with applicable laws and regulations in order to promote the efficiency of the service, which may include both constructive and punitive disciplinary actions, as determined by management.
- B. Representation – In accordance with 5 USC 7114 (a)(2)(B), prior to calling any management initiated meeting or discussion with any unit employee that could result in a disciplinary action being recommended, the employee shall be informed of the subject matter of the discussion and what records, if any, are being kept of same. If representation is requested, the meeting shall be postponed until the employee can arrange for a representative to be present, typically no more than 48 hours after notification to the employee.
- C. Reprimands – In accordance with AR 690-751, a letter of reprimand will include a specific time period stating it may remain in the Official Personnel Folder (OPF) for no more than three (3) years from the effective date of the reprimand. The Letter of Reprimand may be removed from the OPF earlier if (1) the employee leaves the employ of DA; (2) a determination has been made through an appropriate adjudicatory procedure or by a management official of the agency that the reprimand is unwarranted and must be removed; or (3) upon a determination by the initiating supervisor that the employee has sufficiently corrected his/her behavior and the Letter of Reprimand has served its purpose. The Letter of Reprimand will be reviewed by the supervisor annually from the effective date of the reprimand.
- D. Disciplinary Adverse Actions Process – Not all disciplinary actions are adverse actions. Adverse actions covered under 5 CFR 752.401(a) are removals; suspensions for more than 14 days, including indefinite suspensions; reductions in grade; reductions in pay; and furloughs of 30 days or less.
- (1) Proposed Notice – Prior to issuing a proposed notice of disciplinary action, the immediate supervisor shall discuss the proposed action with the employee and his/her representative, if the employee requests representation. Employees are entitled to Union representation for proposed disciplinary actions in accordance with 5 USC 7114 (a)(3), Weingarten Rights, and/or 5 USC 7114 (2)(A), Formal Meetings. A notice of proposed adverse action will be provided in writing to the employee and/ contain:
- a. The specific reasons for the proposed action;
 - b. The name of the deciding official to whom the employee may respond;
 - c. That the employee may answer orally and/or in writing and may submit affidavits in support of that answer;
 - d. That the employee's response will be considered by the deciding official;
 - e. That the employee may be represented by a representative of their choosing;
 - f. The employee's duty status during the notice period;
 - g. That the employee shall be granted a reasonable amount of official time to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits, and to prepare an answer to the notice; and
 - h. Any other rights and privileges the employee is entitled to consistent with the law and regulation.

- (2) Employee's Answer (Reply Period) –Employees shall be given at least thirty (30) calendar days advance written notice of any adverse action proposal unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations such as those found in 5 CFR 752.404(d)(1) and (2). This period may be extended by the deciding official upon request of the employee or the Union if the employee or Union provides reasonable justification prior to the expiration of the reply period. If the deciding official is unavailable, the Labor Relations Specialist or Human Resources Officer, may be allowed to extend the reply period on behalf of the deciding official.
- (3) Action by the Deciding Official –
 - a. The deciding official is the individual who makes the final decision to issue a Letter of Reprimand, suspension, separation, or other disciplinary action as defined in Section 1.A. of this article.
 - b. After carefully considering the evidence and the employee's response and any mitigating factors, the deciding official shall:
 - i. Withdraw the proposed action;
 - ii. Institute a lesser action;
 - iii. Institute the proposed action; or
 - iv. Propose reassignment of the employee to another position at the same grade and pay.
- (4) The deciding official will have forty five (45) calendar days from the receipt of the employee's oral and/or written replies to present a decision on the proposed action to the employee. This period may be extended by the employee or Union representative upon request of the deciding official if the deciding official provides reasonable justification prior to the expiration of the reply period. If the deciding official does not receive any reply or request for extension within thirty (30) calendar days as stated in D.2 above, the deciding official's forty five (45) calendar days shall start on the next calendar day. If the deciding official annotated in the proposed notice does not present a decision or request an extension within forty five (45) days,
- (5) the decision will automatically be passed to the next highest supervisor for immediate decision to prevent unnecessary delay in the employee receiving a decision on the proposed action.
- (6) Extension Justification – A justification will be considered reasonable by either party if it includes details specific to the proposed action. Examples include but are not limited to the following:
 - a. Cases involving an official investigation or inquiry.
 - b. Cases involving extensive amounts of documents or extensive document requests.
 - c. Coordination with non-corps entities.
 - d. Scheduling conflicts.

E. Final Notice – The Employer shall provide the employee with the original and a copy of the decision notice. In the event an unfavorable final decision is issued, the employee shall be advised that he/she has the right to appeal the decision under the negotiated grievance procedure, to the Merit Systems Protection Board (MSPB) as applicable, or to Equal Employment Opportunity Commission (EEOC), but normally they can only appeal or file to through one avenue. The appropriate MSPB address shall be included in the letter as well as the name and phone number of the Local Union President and the name and phone number of the local EEO Officer.

F. Records – All records of complaints and disciplinary actions deemed founded will be submitted, maintained, and removed in accordance with existing law and regulation. Letters of reprimand, suspension and similar disciplinary papers found to be unjustified shall be removed from an employee's Official Personnel Folder in accordance with the provisions of appropriate regulations.

ARTICLE 30
UNIFORMS

SECTION 1. General – The purchasing of uniforms is authorized for each employee who is required by regulation to wear a prescribed uniform in the performance of their official duties. Procurement must be made first through the mandated source and their contractors. If the items being purchased are not available through the mandated source and/or they cannot fulfill the uniform order, local purchase through another commercial source is authorized.

SECTION 2. Procedures – Each Installation will notify employees when uniforms are being ordered and how employees can order needed uniform items.

SECTION 3. Procurement – Employees are authorized to purchase uniforms through the Employer in accordance with guidelines set forth in EP 1130-2-520.

ARTICLE 31
SAFETY AND HEALTH

SECTION 1. General – The Employer shall institute an effective occupational safety and health program meeting the requirements of the Occupational and Safety and Health Act of 1970, Executive Order 12196, and Chapter XVIII of Title 29, Department of Labor Rules and Regulations. The Employer and the Union shall negotiate on any proposed changes or recommendations relative to safety and health policies and/or standards. Union officials involved in activities or representational duties pursuant to this article shall be on official time, subject to the limitations in Article 9.

SECTION 2. Safety Committee – The Employer and the Union agree to establish a Safety and Health Committee on each site, installation, or combination of sites/Installation. The Committee shall be representative of each group on site (supervision and tradespersons to include Collateral Duty Safety Officer (CDSO) representation, management representation, and Union representation on each Installation and the District Safety Officer or other safety specialist. Meetings shall be held when called by any member of Committee as needed. The Safety and Health Committee will perform the following functions.

- A. Refer for study any environmental conditions appearing not in consonance with the Occupational Safety and Health Administration (OSHA) or considered to be potentially harmful or injurious to health, safety, or comfort of the employees.
- B. Participate in the investigation of major lost time accidents in order to determine the cause thereof and determine policies for future prevention.
- C. Investigate, report, and recommend corrective action for unsafe working conditions referred to the Committee for action.
- D. Compile a written report of each meeting.
- E. In all its activities, the members of the Committee shall have access to, and be provided copies of, Agency information relevant to their duties, including information on the nature and hazardousness of substances in their work places.
- F. If one of the Committee's members is not substantially satisfied with management's response to a report of hazardous working conditions, the Committee will request an evaluation and the matter will be raised to the District Safety Office for 30 day OSHA inspection. If a committee member is still dissatisfied, they may request an OSHA inspection. The Union representative on the Safety Committee, when voting to refer a matter to OSHA, will have the concurrence of either the alternate Union representative at the Installation, the President, or other Officer of the Local, or a Safety Committee Union representative at another Installation.
- G. The members of the Committee will receive training in their duties, including inspection procedures and techniques, as provided in Section 8 of this article.

SECTION 3. Safety Inspections at Field Sites – The designated Installation Safety Officer, (i.e. the CDSO) shall conduct monthly safety inspections of all areas occupied by the employees and submit written report to the Installation Chief and the Project Safety Officer. When safety inspections are made pursuant to OSHA or other statutes or regulations in areas where unit employees work, the Union will be notified and a Union representative may accompany the inspector or inspecting team. Should the inspection come at a time when no Union representative is available, the inspection will proceed. The Employer agrees to provide the Union with a copy of all reports of safety inspections, reports of lost time accidents, and of occupational illnesses within the limits of prevailing laws and regulations.

SECTION 4. Safety and Health Policies

- A. The Employer will exert effort to provide safe and sanitary working conditions and equipment in consonance with standards promulgated under the Occupational Safety and Health Act of 1970. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, the Employer shall post and keep posted a notice or notices informing employees of the protections and obligations provided in the OSHA.
- B. The Employer must provide and enforce use of the correct Personal Protective Equipment (PPE) related to all tasks in accordance with EM 385-1-1. The preferred method of controlling hazards is to eliminate them through engineering or administrative controls. When hazards cannot be eliminated, PPE must be used to minimize risk.
- C. The Agency will provide adequate PPE for the task assigned and will include multiple styles or fit options. Supervisors will keep an adequate stock on-hand. Employees must turn in unserviceable PPE (protective footwear, safety glasses, gloves, hard hats, etc), in accordance with ER 700-1-1 and EM 385-1-1,. Specialty or "designer" PPE will be the responsibility of the employee but must meet the ANSI or USACE acceptable standards.

(1) Prescription Safety Glasses

- a. Purchases must be approved by the supervisor.
- b. Prescription Safety Glasses will be purchased for individual employees.
- c. Purchases must meet ANSI Z87.1-2003 requirements for impact resistance and side-shield coverage (if glasses do not have permanent side protection, employees must wear replaceable side-shields).
- d. Purchase limit is \$300 per employee annually, unless damaged on the job (non-negligent) or prescription changes. Lost glasses are the responsibility of the employee. If employee's prescription cannot be filled for prescription safety glasses for \$300 or less, the employee may provide 3 estimates to their supervisor that shows justification as to why the cost of the prescription safety glasses is more.
- e. Eye examination/prescription is the responsibility of the employee.
- f. Transition lenses may be authorized if the employee works indoors and outdoors.
- g. Employee Position Hazard Analysis (PHA) must state the employee is exposed to potential eye hazards.

(2) Protective Footwear

- a. Protective footwear will be purchased for individual employees.
- b. Purchases must be approved by the supervisor.
- c. Purchases must meet ASTM F2414 and 2413 standards for impact/crushing (75), puncture, and slip resistance.
- d. Other protective footwear requirements may be required depending on the PHA (e.g., metatarsal, shock/conductivity resistance, high voltage resistance, chain saw cut resistance, etc).
- e. Purchase is limited to \$120 per pair or \$150 per pair for insulated per employee, as needed. Protective footwear must be unserviceable and turned in, according to ER 700-1-1 and EM 385-1-1, in order to be replaced. Procurement of boots above the purchase limit may be approved by the supervisor, on an individual basis, with justification documented on the 'safety shoe purchase record,' as outlined in the HQUSACE memorandum dated 3/20/06.
- f. Consideration will be given to employees with special requirements for protective footwear with proper medical documentation.

References: 29 CFR 1926: Subpart E, Personal Protective Equipment; EM385-1-1 2008: 05. Personal Protective and Safety Equipment; ER 700-1-1; ANSI Z87.1-2003: Occupational and Educational Personal Eye and Face Protection Devices; ASTM F2412-05: Standard Test Methods for Foot Protection; ASTM F2413-05: Standard Specification for Performance Requirements for Foot Protection; HQ Memo (20 Mar 2006): Interim Safety Shoe

Reimbursement Policy and Procedures; CG Memo (15 Oct 2009): Modification to List of Protective Clothing Allowed; CG Memo (24 Nov 2009): Safety Culture within St. Louis District.

- D. The Employer agrees to ensure, to the maximum extent possible, adequate lighting, ventilation, heating, and adequate space in work areas.
- E. The Employer will use EM 385-1-1, Inclement Weather and Heat and Cold Stress Management, as a guide when making outdoor work assignments.
- F. The Employer shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. All employees, and any representative of the Union, in the course of performing their normal assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas that may represent health hazards. When it is determined by the appropriate regulatory authority that an unsafe condition exists, work on that machine or in that area will stop until such a time as the condition is remedied. A posting will immediately be made notifying all employees of the condition. Once posted, it must be corrected in the minimum amount of time possible within the ability of the Employer to correct. Once corrected, resumption of use will be posted. The Employer assures that no degradation or reprisal will be practiced as a result of an employee reporting an unsafe/unhealthy practice or condition.

An employee may refuse to perform assigned work only if he has a defensible good faith belief that imminent risk of death or serious bodily harm could result coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. Where it has been determined by the Employer that conditions exist that pose an imminent risk of death or serious bodily harm to an employee coupled with a reasonable belief that there is insufficient time to seek redress through normal hazard reporting and abatement procedures, work must stop until such time as the condition is remedied. The employer will determine what safeguards may be necessary when employees are required to work in an area identified by proper authority as potentially hazardous. This may include protective equipment or other safety procedures, as determined by the employer. The Agency will duly consider any request by employees for protective equipment and use of appropriate safety procedures.

SECTION 5. On-the-Job Injury or Illness – Employees will immediately report to their supervisor all injuries or job-related illnesses that occur on the job.

- A. In the case of a lost-time on-the-job injury, job-related illness, severe illness (non-job related), or on-the-job death of an employee in the unit, the supervisor will notify the appropriate Union Steward as soon as practicable so that the Union may extend Union guidance to the employee concerning any benefits the employee and/or the employee's family may be entitled to.
- B. The injured employee's supervisor will, as soon as possible, explain to the employee his/her rights and options under the Federal Employee's Compensation Act, supply the employee with copies of the appropriate Office of Workers' Compensation Programs (OWCP) forms, and ensure that the forms are properly completed. The employee may request the presence and assistance of the Steward, if available, at any time during this discussion. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, on-the-job accident and illness records shall be maintained and reported. A copy of all such reports shall be provided to the employee in accordance with applicable laws and regulations.
- C. The Employer shall process and promptly forward to OWCP employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. The Employer shall consult with the injured employee and his/her representative.

- D. Employees who are temporarily unable to perform all of their regularly assigned duties because of work-related injury or illness, but who are capable of returning to or remaining in a duty status, may be detailed to other work assignments as in the past as long as effective use can be made of their duties.

SECTION 6. Off-the-job Injury or Illness – Employees who are temporarily unable to perform all of their regularly assigned duties because of a non-work related injury or illness, but who are capable of returning to or remaining in a duty status, may be detailed to other work assignments as long as effective use can be made of their duties (work is available), they are qualified to do the work that is available, and they are medically released by their physician to perform the light duty work. Off-the-Job Injury Light Duty Form (Appendix 3) must be completed by the employee and physician and turned into the supervisor prior to consideration for a light duty assignment.

SECTION 7. Fitness for Duty – In accordance with 5 CFR 339, when there is a direct question about an employee’s continued capacity to meet the physical or medical requirements of his/her position, and the employee is unwilling to voluntarily report for a medical examination, the employee shall be informed, in writing, that he/she is being directed to have a fitness-for-duty examination.

- A. The notice shall include the agency’s reason(s) for ordering the examination and the consequences of failure to cooperate, in accordance with 5 CFR 339.303.
- B. The notice will include the right to have a representative of their choice.
- C. The Agency designates the examining physician or other appropriate practitioner, but must offer the individual an opportunity to submit medical documentation from his/her personal physician or practitioner in accordance with 5 CFR 339.303.
- D. The Agency shall pay for all examinations ordered under this subsection, whether conducted by the Agency’s physician or the employee’s physician, in accordance with 5 CFR 339.304.
- E. If the physician chosen by the Agency has a differing opinion on the employee’s fitness-for-duty than the employee’s treating physician, the Agency may request a third opinion. The Agency must pay all costs associated with the third opinion.

SECTION 8. Health Services –

- A. Since it is of benefit to the Employer to have employees in top physical and mental conditions, an Occupational Health Services and Preventative Medicine Program as provided by law and regulation has been established and maintained by the Employer. Employee’s time spent for examinations, immunizations, briefings, consultations, etc., pursuant to the program shall be considered as official duty time. At a minimum, the program will provide the following services at no expense to employees.
 - (1) Work-related immunizations necessary to safeguard the health of the employees.
 - (2) Pre-employment physicals as needed for applicable positions. Physical examinations shall be scheduled in accordance with applicable health and safety standards and job related standards.
 - (3) A sight and hearing conservation program as required by applicable health and safety standards as they apply to each Installation.
 - (4) Periodic exams of employees whose duties expose them to harmful levels of contaminants, such as communicable disease, radiation, excessive noise, or toxic agents.

- (5) Prompt medical treatment and facilities for employees who are injured on the job or suffer occupational-related illness.
- (6) Transportation for employees who are injured on the job or suffer occupational related illness, subject to the following.
 - a. Normally, transportation will not be provided if it is reasonably evident the employee's occupational-related illness or injury is not serious and private transportation is suitable.
 - b. Where an employee feels uncertain about his/her safety in transporting himself to the hospital, doctor, or home, then the Employer will arrange for transportation for the employee at the Employer's expense.

SECTION 7. Fit to Win Program – A Fit to Win Program will be applied in accordance with DP 690-1-63 and AR 600-63 and any subsequent amendments.

SECTION 8. Transportation – The Employer agrees to arrange for transportation of employees who suffer non-job related illness while on the job. The expense for this transportation will be provided by the employee.

SECTION 9. Occupational Health and Safety Training:

- A. Although employees are basically qualified to perform their duties, the Employer recognizes the need for specific training and update training regarding occupational health and safety to assure employee safety and a minimum loss of man-hours due to preventable injuries. The Employer will establish training programs to ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors will instruct employees in working habits, practices, and procedures with regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to all employees.
- B. The Employer will provide for the Union representative of the Safety Committee, a minimum of eight (8) hours occupational safety and health training in accordance with AR 385-10 and as a minimum the OSHA 10-hour course will be taken. Union representatives will be in a duty status while attending this training and will receive per diem and travel expenses in accordance with appropriate regulations.

SECTION 10. Alcohol Usage –

- A. An employee who reports to work under the influence of alcohol creates an unsafe condition for himself, his/her co-workers, and those around him/her. Reporting to work under the influence of alcohol is against Army, Corps of Engineers, and District policy and will not be tolerated. The Corps of Engineers enforces a Drug Free Workplace Policy and observes the procedures provided in EP 600-1-3 as it relates to drugs in the workplace. This Policy is meant to be used and applied in conjunction with the St. Louis District's Drug Free Workplace Policy and EP 600-1-3. In accordance with EM 385-1-1, AR 600-85 and the U.S. Office of Personnel Management's guidance, the following applies to all employees located at all work sites of the U.S. Army Corps of Engineers, St. Louis District, including the floating plants and alternate duty stations that may be outside of their geographical district area.
- B. Employees who provide direct services to Soldiers, other civilian corps members, or the public should never smell of alcohol on duty. While on duty, employees shall not use or be under the influence of alcohol, narcotics, intoxicants, or similar mind-altering substances. Employees found to be under the influence of or consuming such substances will be immediately removed from the job site.

- C. Employees are expected to refrain from consuming alcoholic beverages 8 hours in advance of the start of their shift to be able to report to work unimpaired. The consequences of reporting to work impaired are:
- (1) Employee will be charged absent without official leave (AWOL) for the shift;
 - (2) Mandatory referral to EAP for assessment; and
 - (3) Appropriate disciplinary action may be taken.
- D. Alcohol impairment can be recognized in a number of symptoms, including but not limited to: odor of alcohol, staggering or unsteady gait, red or glazed eyes, slurred speech, or lack of coordination. All employees, not just the employee in charge of the shift, are responsible for taking action if they suspect alcohol impairment. If an employee believes that one of his/her co-workers is impaired while on duty, he/she is to immediately make a report to his/her immediate supervisor. Said report should include with specificity what the employee witnessed including what specific symptoms caused the employee to believe that his/her co-worker was impaired. There will be no negative consequences for an employee who reports another employee based on a legitimate belief that the employee is impaired.
- E. The supervisor should immediately contact an Employee Relations Specialist for advice and assistance when dealing with an employee who is apparently under the influence or intoxicated at work. The following is a list of steps a supervisor should take when dealing with an employee suspected of alcohol impairment while on duty.
- (1) The supervisor will be called to the site to make an assessment in person (alternate contacts should be listed in case the supervisor is not available). The supervisor will enlist assistance of a second individual to assess the symptoms the employee is exhibiting; this second individual should be another supervisor or manager, if available. If the employee is a member of a bargaining unit, a Union steward would be an appropriate second person to assist in the assessment. The supervisor may take action based on assessment of the employee's condition; blood alcohol or breath testing is not required. Supervisors will document their reasons for finding that an employee is impaired.
 - (2) The employee will be offered the option to take a voluntary alcohol test on-site, most likely with a disposable breathalyzer. Unless the employee is in a job with specific medical or physical requirements, a supervisor cannot order the employee to undergo any type of medical examination. If the results of the breathalyzer indicate that the employee does not have a blood-alcohol level over .04, he/she will be permitted to return to the worksite.
 - (3) If the results of the breathalyzer indicate a blood-alcohol level over .04, the employee will be removed from the immediate worksite. The employee will be offered the option to go to an authorized testing facility to be tested for the presence of alcohol if he/she disagrees with the results of the on-site alcohol test, subject to availability.
 - (4) The supervisor should remove the employee from the immediate worksite. This may involve assisting the employee to their place of residence, a medical facility, or some other safe location. The employee should not be sent home alone or allowed to drive. It may be appropriate to contact a family member or friend to take the employee home. An employee who is physically resisting should be dealt with by agency security or local police.
 - a. Any crewmember aboard a vessel that is suspected of being under the influence will be allowed to return to quarters, *unless*, the employee is so impaired that his/her boarding the vessel would affect the safety or well-being of that employee or other personnel aboard the vessel. Incidents of an employee boarding the vessel in an intoxicated state may result in a disciplinary action up to and including removal. Examples include, but are not limited to, an employee returning to the vessel in such a state that they require assistance boarding the vessel due to alcohol consumption and an employee returning to the vessel in such a state that they are a danger to themselves or others due to alcohol consumption.
 - b. They will immediately be removed from all duties involving the safe navigation and operation of the vessel, and any other activities that may affect the safety of personnel aboard.

- F. The consumption of alcohol is a personal decision made by individuals. Individuals who choose to consume alcoholic beverages must do so lawfully and responsibly. Responsible drinking is defined as drinking in a way that does not adversely affect an individual's ability to fulfill their obligations and does not negatively impact the individual's job performance, health, or well-being, or the good order and discipline in a unit or organization.
- G. Management reserves the right to refuse admittance of an employee on board a government vessel if he/she is so impaired that his/her presence on board the vessel presents a hazard to the safety or well-being of the employee or any other employee on board the government vessel.
- H. Any employee under a physician's treatment and taking prescribed narcotics or any medication that may prevent one being ready, willing, and able to safely perform position duties shall provide a medical clearance statement to his/her supervisor.
- I. In the absence of express written authorization, the presence of alcoholic beverages in all work sites of the U.S. Army Corps of Engineers is prohibited.

SECTION 10. District Office Safety – In addition to the above-mentioned sections, in accordance with the MVS Continuity of Operations Plan (COOP), FMR Subchapter C Part 102-74, employees working at the RAY building will adhere to the following items:

- A. Building Emergencies – Employees will be required to follow all instructions provided by GSA for the following situations: medical emergency, fire, severe weather, earthquake, bomb threats, shelter-in-place, chemical/biological exposure, code Adam, hostage, and shooting incidents.
- B. GSA appliance Inspections – GSA periodically conducts walkthrough facility inspections to ensure hazards are kept to a minimum in the event of a fire. Employees are required to adhere to GSA's guidance on questionable items.
- C. Other safety issues not already outlined within this contract will be under the purview of the District Safety Office.

ARTICLE 32
ENVIRONMENTAL DIFFERENTIAL PAY

Employees will receive Environmental Differential Day (EDP) in accordance 5 CFR 532 Prevailing Rate Systems and 5 CFR 532.511 Environmental Differentials and Appendix A to subpart E of part 532 Schedule of Environmental Differentials Paid for Exposure to Various Degrees of Hazards, Physical Hardships, and Working Conditions of an Unusual Nature and other applicable laws and regulations.

ARTICLE 33
WAGE SURVEYS AND SPECIAL WAGE SCHEDULE

SECTION 1. General – The regulations of the Federal Wage System (FWS) will be followed with regard to allowing the Union to present its views concerning special rate authorization to the National Wage Policy Committee. Accordingly, when regular rate schedules are issued under the FWS for wage areas in which special rate authorizations apply, separate identical schedules will be issued by cover incumbents of these jobs.

SECTION 2. Notice – The Employer will advise the Union of the FWS survey program for the St. Louis Wage Area upon publication of a schedule by the Department of Defense or other appropriate authority. The Employer will also advise the Union of the dates and locations of local hearings scheduled by the Local Wage Survey Committee prior to the conduct of a full-scale survey.

- A. Employees, with the prior approval of the supervisor, may appear before the Local Wage Survey Committee to present information, requests, and recommendations concerning the area, industries, establishments, and jobs to be covered in regular schedule full-scale wage surveys.
- B. Employees will be considered for participation in wage survey consistent with the provisions of regulations or other appropriate guidelines that may be issued for wage rates applicable to positions covered by special schedules.

The Union will be authorized official time to participate in wage survey consistent with the provisions of law and regulation, and subject to the limitations set forth in Article 9.

ARTICLE 34
CONTRACTING OUT

SECTION 1. Consultation Rights – Decisions regarding the contracting out of bargaining unit work are areas of discretion of the Employer and higher authority. It shall be the policy of the Employer to consult fully with the Union through the HR office prior to effecting changes in work situations that affect employees in the unit.

SECTION 2. Copies of Solicitations – The Union will be furnished electronic copies of each solicitation at the same time it is made available to prospective contractors.

SECTION 3. Union To Be Informed – The Employer agrees to keep the Union informed in matters pertaining to contracting out in accordance with the provisions of Office of Management Budget (OMB) Circular A-76, the 1998 FAIR Act, or as otherwise provided by law. The Union will be notified at least sixty (60) days in advance of the date set for receipt of bids/offers, invitation for bid (IFB), or request for proposal (RFP) to the extent possible

SECTION 4. Impact on Employees – The Employer agrees to attempt to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retained where practical. Attrition will be used, where practical, to restrict impact on career employees.

ARTICLE 35
REDUCTION IN FORCE

SECTION 1. General – The Employer agrees to avoid or minimize the impact of reductions-in-force (RIFs) by trying to achieve required staffing through normal attrition and reassignment of excess employees. All RIF actions will be run in accordance with 5 CFR Part 351 and the provisions of this article.

SECTION 2. Union Oversight – The Employer and the Union agree that the Union has a right to represent employees during the course of the RIF process, assist with job placement, counsel, and negotiate adverse impact to affected employees.

SECTION 3. Union Coordination – The Union will be provided with initial information on the anticipated impact of the RIF not less than 60 days prior to the RIF date. To the extent permissible under the law, the Employer will provide the Union:

- A. A listing of positions abolished,
- B. A copy of the retention registers at the beginning and end of the RIF, and
- C. A listing of competitive area vacancies at the beginning and end of the RIF.

SECTION 4. Bump and Retreat Rights – The bump and retreat rights of employees affected by RIF shall be governed by applicable statutes, Office of Personnel Management regulations, and agency directives.

SECTION 5. Personnel File Updates – The Union and the Employer will jointly encourage each employee to see that his/her personnel file is updated as soon as the RIF or reorganization is announced. The Employer will add to the personnel file any changes or amendments that are in accordance with regulation. The personnel file will be used to match employees with vacancies.

SECTION 6. Training – The Employer will counsel and train employees through details, to the extent practicable, so that they may qualify for a vacant position, if available, for which they would otherwise not be fully qualified. The Employer will also seek training programs with other Federal agencies available for affected employees.

SECTION 7. Waiver of Qualifications – When it can be determined that an employee being separated fails to meet the qualifications for a vacant position, but can obtain the specialized skills and abilities to perform the duties of that position in a satisfactory manner within ninety (90) days, the employee may be placed in that position.

SECTION 8. Reemployment Priority List (RPL) – Certain employees affected by RIF will be eligible for inclusion on the RPL, a statutory placement program that provides hiring preference for competitive service vacancies at DoD activities within the local commuting area of the position from which separated. To be eligible for RPL, the employee must be a competitive service employee in tenure group I or II and must have received a rating above unacceptable on the most recent annual rating of record. An employee will be removed from the RPL if he or she declines a position at a grade equal to the grade and with the same type of work schedule and pay from which they have been or will be separated.

SECTION 9. Outplacement Programs – In the event of RIF or reorganization, the Employer will provide information regarding outplacement opportunities and counseling to affected employees. The primary goal would be to help the employee find a position in the Federal service commensurate with their skills, experience, and career goals. The Employer will provide information regarding Federal placement programs for which the affected employee may be eligible [e.g., DoD Priority Placement Program (PPP), Federal Interagency Career Transition Assistance Plan (ICTAP), etc]. As a secondary goal, the Employer will provide services, to the extent practicable, that could help employees adequately market their skills for private sector opportunities.

ARTICLE 36
FURLOUGH

SECTION 1. Description – There are two types of furlough.

- A. Administrative – An administrative furlough is a planned event by the Employer that is designed to absorb reductions necessitated by downsizing, reduced funding, lack of work, or any budget situation other than a lapse in appropriations. Furloughs that would potentially result from sequestration would generally be considered administrative furloughs.
- B. Shutdown – A shutdown furlough (also called an emergency furlough) occurs when there is a lapse in appropriations, and can occur at the beginning of a fiscal year, if no funds have been appropriated for that year, or upon expiration of a continuing resolution, if a new continuing resolution or appropriations law is not passed. In a shutdown furlough, an affected Employer would have to shut down any activities funded by annual appropriations that are not excepted by law. Typically, the Employer will have very little to no lead time to plan and implement a shutdown furlough.

SECTION 2. Notice – In the event of an administrative furlough every effort will be made to give the Union and employees two week notice if employees are to be laid off; however, it is understood that two weeks may not always be provided due to unforeseen circumstances. In the event of a shutdown furlough, the Union and employees will be notified as soon as information regarding the shutdown is received by the Employer. The Union reserves the right to negotiate adverse impact to employees under any furlough circumstance.

ARTICLE 37
DURATION AND EXTENT OF AGREEMENT

SECTION 1. Duration – The effective date of this Agreement shall be the date it is signed by the parties, subject to the approval of the Head of the Agency in accordance with Title 5, USC Chapter 71. It shall remain in effect for three (3) years. The Agreement shall be renewed for an additional three (3) year period on each third anniversary date thereafter, unless between one hundred five (105) and sixty (60) calendar days prior to any such date, either party gives written notice to the other of its desire to renegotiate the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

SECTION 2. Amendments – This Agreement may be amended and/or supplemented as follows.

- A. At any time by mutual consent of the parties.
- B. Not more than once per year upon request by either party to amend or supplement.

SECTION 3. Intent – It is the intent of the parties that this basic agreement shall serve as a foundation to build on through amendments and supplements and demonstrated need thereof rather than gross renegotiation on as a yearly basis.

SECTION 4. Effective Date – Amendments and supplemental agreements shall become effective on the date signed by the parties, subject to the approval of the Head of the Agency and ratification vote by the Union. They shall remain effective concurrent with the basic agreement.

CALL-IN REPORT

Unanticipated Absence

- a) **Name of Person** unable to report for shift: _____
- b) **Time** call was received: _____ **Date** call was received: _____
- c) **Shift** involved: (1) 0600-1800 _____ (3) 1800-0600 _____ (8) 1000-1800 _____ (10) 0600-1600 _____
- d) **Date** of shift: _____
- e) **Type** of absence: Sick _____ Family Leave _____ Emergency A/L _____
- f) **Reason** for absence: _____

Employees Called for OT

(Circle name of employee that will work the OT)

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____
- 6) _____
- 7) _____

Indicate all that applies after the employee's name:

“H” – Contacted HOME PHONE and/or “C” – CELL PHONE

“NC” – NO CONTACT - No answer from employee called.

“LM” – LEFT MESSAGE ON VOICEMAIL/ANSWERING MACHINE – Note time you left Message. If employee does not call back within 15 minutes, if time allows, go to the next worker available.

“D” – DECLINED – Contacted and declined OT

Provide employee names below for those who decline to work OT.

Justification if call-in procedure is not used _____

SIGNATURE OF EMPLOYEE COMPLETING CALL-IN REPORT FORM

PRINT NAME

SIGNATURE

DATE

APPENDIX (1)

MEMORANDUM OF AGREEMENT

between

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

and

NATIONAL FEDERATION OF FEDERAL EMPLOYEES

LOCAL 405

INDEX

ARTICLE	PAGE No.
PREAMBLE	3
WITNESSETH	3
ARTICLE 1: EXCLUSIVE RECOGNITION AND COVERAGE	3
ARTICLE 2: DEFINITIONS	4
ARTICLE 3: GOVERNING LAWS AND REGULATIONS	4
ARTICLE 4: MANAGEMENT RIGHTS	5
ARTICLE 5: RIGHTS OF EMPLOYEES	6
ARTICLE 6: RIGHTS AND RESPONSIBILITIES OF THE UNION	7-9
ARTICLE 7: OFFICIAL TIME	9-10
ARTICLE 8: NEGOTIATIONS	11-12
ARTICLE 9: WORKWEEK, HOURS OF WORK, AND DREDGE LAY-UP PLAN	12-15
ARTICLE 10: OVERTIME	15-17
ARTICLE 11: ANNUAL LEAVE	18
ARTICLE 12: SICK LEAVE	19
ARTICLE 13: OTHER LEAVE	20-24
ARTICLE 14: USE OF OFFICIAL FACILITIES AND SERVICES	24-25
ARTICLE 15: REDUCTION-IN-FORCE	25-26
ARTICLE 16: POSITION DESCRIPTIONS	26-27
ARTICLE 17: ORIENTATION OF NEW EMPLOYEES	27
ARTICLE 18: WAGE SURVEYS AND SPECIAL WAGE SCHEDULE	27-28
ARTICLE 19: CONTRACTING OUT	28
ARTICLE 20: VOLUNTARY ALLOTMENT OF UNION DUES	28-29
ARTICLE 21: EMPLOYEE ASSISTANCE PROGRAM	29-30
ARTICLE 22: LABOR-MANAGEMENT RELATIONS TRAINING	30
ARTICLE 23: EMPLOYEE TRAINING	30-31
ARTICLE 24: EQUAL EMPLOYMENT TRAINING	31-32
ARTICLE 25: GRIEVANCE PROCEDURE	32-35
ARTICLE 26: ARBITRATION	35-37
ARTICLE 27: MERIT SYSTEM	37-38
ARTICLE 28: DISCIPLINARY AND ADVERSE ACTIONS	38-39
ARTICLE 29: SAFETY AND HEALTH	39-49
ARTICLE 30: ENVIRONMENTAL DIFFERENTIAL PAY	49
ARTICLE 31: PERFORMANCE APPRAISAL SYSTEM	49-52
ARTICLE 32: DURATION AND EXTENT OF AGREEMENT	52
MEMORANDUM OF AGREEMENT	53

PREAMBLE

This agreement is made in consonance with Title VII of Civil Service Reform Act of 1978, hereinafter referred to as the Act, by and between the St. Louis District, U.S. Army Corps of Engineers, hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 405, hereinafter referred to as the Union, for the employees of the described unit, hereinafter referred to as the employees. .

WITNESSETH

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

It is the intent and purpose of the parties hereto to promote and improve the efficient administration of Federal Service and the well being of the employees relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and adjustment of matters of mutual interest.

Now, therefore, the parties hereto agree as follows:

ARTICLE 1 **EXCLUSIVE RECOGNITION AND COVERAGE**

SECTION 1. Exclusive Recognition

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

SECTION 2. Unit

All floating plant employees employed by the Department of the Army, St. Louis District, Corps of Engineers, including any off-season work with the St. Louis District. This unit excludes temporary summer employees, management officials, supervisors, guards, and employees engaged in Federal personnel work in other than a purely clerical capacity and all professional employees.

ARTICLE 2 **DEFINITIONS**

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

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

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

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

SECTION 5. Activity Level Consultation - Consultation at level (s) above the Dredge Master - Steward level.

SECTION 6. Amendments - Modifications of the Basic Agreement to add, delete or change portions, sections or articles of the agreement.

SECTION 7. Supplements - Additional articles, negotiated during the term of the Basic Agreement, to cover matters not covered by the Basic Agreement.

ARTICLE 3 **GOVERNING LAWS AND REGULATIONS**

SECTION 1. In the administration of all matters covered by this Agreement, the parties and the employees are governed by Chapter 71 of Title 5 of the United States Code and any other applicable law, rule, or regulation.

SECTION 2. The issuance, continuance, revision, or cancellation of regulations governing matters not specifically covered by this Agreement are acknowledged functions of the Employer. However, in issuing, revising, or canceling regulations relating to personnel policy, procedures, practices, and matters of working conditions, the Employer will give due regard and consideration to the obligations imposed by this Agreement and the provisions of the Act.

ARTICLE 4
MANAGEMENT RIGHTS

a. Subject to subsection b. of this section, nothing in this article shall affect the authority of the Employer--

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

(2) in accordance with applicable laws--

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

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

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

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

or

(ii) any other appropriate source; and

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

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

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

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

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

ARTICLE 5

RIGHTS OF EMPLOYEES

SECTION 1. The parties agree that employees shall have, and shall be protected in the right, freely and without fear of penalty or reprisal, to form, join, and assist any labor organization, or to refrain from any such activity.

SECTION 2. Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization, except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

SECTION 3. Written operating instructions, which employees have acknowledged and initialed shall be available to employees in a convenient location for as long as they are in effect.

SECTION 4. It is the obligation of the Employer and the Union to mutually conduct informative sessions relative to the effective administration of this Agreement as deemed reasonable by both parties. The Employer shall take action consistent with law or regulation, as may be required, in order to inform employees of their rights and obligations, as prescribed in the Civil Service Reform-Act of 1978, and this article.

SECTION 5. An employee is accountable for the performance of assigned duties and compliance with acceptable and applied standards. Within this context, the Employer affirms the right of an employee to conduct his/her private life as he/she deems fit, except where it adversely impacts their job performance. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority. The Employer and the Union will not coerce or in any manner require employees to invest their money or donate to charity.

SECTION 6. No employees will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical disability, or lawful political affiliation.

SECTION 7. An employee shall not be disciplined or discriminated against by the Employer because he/she has filed a complaint or given testimony under applicable laws, the negotiated grievance procedure, or any other available procedure for redressing wrongs to an employee.

SECTION 8. Employees will be allowed a reasonable amount of time to confer during duty hours at the installation where assigned with a Union Representative, who may be a Steward assigned to their organizational element or other Union official of their choice, for the purpose of obtaining assistance in connection with any grievance, appeal, or complaint. Prior to this conferring, the employee will request permission of the Dredge

Master or delegated supervisor and give him/her an estimate of the amount of time the employee will be away from the assigned duties.

SECTION 9. Employees will be allowed to view their Supervisor's Employee Work Folder. Employees have a right to see and initial notes concerning performance and conduct, and may review the contents of their work folder upon request.

ARTICLE 6 **RIGHTS AND RESPONSIBILITIES OF THE UNION**

SECTION 1. The Union shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the Agency and one or more employees of the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment. The substance of the discussion and not the environment will determine if it is a formal discussion.
- b. The Union has the right to be represented at any examination of an employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against an employee and the employee requests such representation.
- c. The Union will be allowed twenty-four (24) hours to provide a representative at any of the discussions mentioned above.

SECTION 2. The Employer recognizes the elected officers of the Union and the Stewards designated by the Union. To enable each employee access to a Steward on the floating plant, hereinafter individually referred to as the Installation, the Employer agrees to the appointment of a Steward and an alternate at each Installation. The Employer and the Union agree that each Steward's activities will normally be at the Installation where assigned. If a Steward and his/her alternate are absent, an elected officer or other Steward may assume the absent Steward's duties.

SECTION 3. The Union, as the exclusive representative of all employees in the unit, has the right to negotiate or consult with the Employer at reasonable times on matters relating to personnel policies and practices and matters affecting working conditions which fall within the scope of authority of the Employer.

SECTION 4. The Union shall keep the Employer informed, in writing, of the names of its Officers, Stewards and alternates and specify the Installation each Steward is authorized to represent. The Employer will post the names of Stewards and alternates on appropriate bulletin boards. The Union will notify the Employer, in writing, of any changes in the roster of Stewards normally within two weeks of the change.

SECTION 5. Meetings with Management which are requested by the Union will include

subject matter to be discussed and proposed attendees. Meetings will be held as soon as feasible with the date, time, and place determined by mutual agreement and with the understanding that the Employer will not incur overtime expenses as the result of any meeting.

SECTION 6. Any activities performed by any employee relating to the internal business of a labor organization (including the solicitations of membership, election of labor organization officials, and collection of dues) shall be performed during the time the employee is in a non-duty status.

SECTION 7. a. The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy, or resolutions to problems. This right shall apply at all levels of management within the activity and the Union, starting with the Union representative and lowest level supervisor having the responsibility and authority to act. If either party at the initial contact feels resolution of a matter is outside its jurisdiction, the matter may be referred promptly to the next higher level. When at activity level the Union and Employer have negotiated or consulted, affected bargaining unit employees will be informed of the results through the appropriate channels.

b. The Union shall obtain permission from the Dredge Master or delegated supervisor and Chief of the Service Base or appropriate installation chief in advance of visits by NFFE National Office Staff to perform representational functions. Union representatives, other than the Installation Steward, will obtain permission from the Dredge Master or delegated supervisor and Chief of the Service Base or appropriate installation chief for an intended visit for the purpose of discussing matters relating to this Agreement and will provide those individuals above with the name of the person to be visited and the date and time of the visit. Denial of permission will be based on legitimate operational needs and an alternative time will be scheduled. Time allowed for such visits will be in accordance with Article 7.

SECTION 8. Activity Level Consultation Meeting - The following procedures shall apply:

a. The meetings shall occur as the need arises and before implementation of any policy or act affecting the employees or their conditions of employment. They shall be conducted in an atmosphere that will foster mutual respect.

b. These meetings shall be held as necessary. Specific items for discussion shall be provided in advance of the meeting. Management shall provide a memorandum for record (MFR) reflecting items discussed and resolutions or actions and the MFR shall be signed by both the Union and Management. These meetings will be conducted during regular duty hours with Union representatives authorized official time without loss of leave or pay.

SECTION 9. The Union has the right to meet with the head of the activity to develop an understanding of problems relating to the labor-management relations program. This meeting shall be in addition to those described in other parts of this article.

SECTION 10. Grievance Discussions

a. The Union has the right to have a representative present at all discussions between the Employer and an employee or employees, held in the course of proceedings conducted to resolve grievances submitted by a member of the unit. The Employer will notify the Union President or designee before such discussion is held. The Union shall be allowed up to twenty-four hours to provide a representative. The representative shall be permitted to present the views of the Union during the discussions so long as it does not violate the right of the employee to present the grievance on his/her own behalf in consonance with this Agreement.

b. The Union has exclusive right to represent employees in presenting grievances under the negotiated grievance procedure in this Agreement. An employee or group of employees may present a grievance themselves without representation by the Union, provided that the Union is given an opportunity to be present at all discussions and grievance processing. In any case, the Union shall be present at the settlement. The settlement must be consistent with the terms of this Agreement.

ARTICLE 7
OFFICIAL TIME

SECTION 1. a. The Employer shall permit the use of official time for officers and stewards of the Union for the purpose of engaging in representational activities. Such activities shall include all representational functions in which employees are entitled to designate Union representatives, as well as representation of the Union as an entity. Such activities shall not extend to matters prohibited by law, rule, or regulation or to internal Union business.

b. Notification will be given to the Employer twenty-four (24) hours in advance for representational purposes, employees shall inform their immediate supervisor of where they will be, their estimated return, and the generic purpose of their activity. The Union recognizes that there are situations when the Employer may disapprove of the use of official time, but the Employer recognizes that such disapproval will not be exercised absent the assertion of exigent work-related circumstances. If the employee disagrees with the assertion of exigent circumstances, the employee will be entitled to request a written rationale to be provided by the Labor Relations Office within 24 hours. Upon asserting disapproval based upon exigent work-related circumstances, the supervisor will,

at the time of disapproval, suggest a reasonable alternative time for release of the employee to perform the representational work.

c. Employees seeking Union representation will be released by their immediate supervisors, upon request, provided there are no exigent work-related circumstances preventing release. If the supervisor asserts such circumstances, the employee will be provided with a reasonable alternative time for release by the supervisor. If a representational issue arises that requires a large group meeting of employees, the union must give management a one week notice to coordinate recognition of the issue as representational, and then one additional week prior to said meeting for scheduling. Management will try to accommodate union's request as expeditiously as possible within the two week time frame. Management will release employees provided there are no exigent work-related circumstances preventing release.

d. All Union Officers shall be entitled to a maximum of 50% of available monthly manhours. All other Union stewards shall be entitled to a maximum of 25% available monthly manhours. All hours of official time will be used for the discharge of representational duties.

e. A bank of hours shall be established, not to exceed 400 hours per year, for Union-sponsored labor relations training. The Union President shall control distribution of the bank hours but no individual shall be permitted to use an excess of 40 hours in a calendar year. When bank time will be utilized, the Union President will be required to notify the Labor Relations Office 30 calendar days in advance and include an agenda of the training. The Labor Relations Officer or representative will respond in writing within 10 calendar days approving release or disapproving release, based upon exigent work related circumstances of the training not being in the mutual interest of the Union and the Government.

f. All time spent in actual negotiations by Union officials, officers and stewards is controlled by 5 USC, 7131(a) and is independent of this article.

g. No overtime will be paid to Union Officers or Stewards as a result of negotiations or representational duties.

h. Union officials may use official time to lobby Congress. Visiting, phoning and writing to elected representatives in support of desired legislation shall be in accordance with applicable laws and regulations. It is the Union's responsibility to verify and cite appropriate laws and regulations that allow official time for lobbying. Each request for lobbying time shall be accompanied by appropriate citations.

ARTICLE 8

NEGOTIATIONS

SECTION 1. Both parties to this Agreement have the responsibility of conducting negotiations and other dealings in good faith and in such a manner as will further the public interest. The Employer agrees to give adequate notice to the Union and an opportunity to negotiate any new policy or change in established policy which is proposed during the life of the Agreement. Negotiation of procedures to implement decisions will also be handled in accordance with this section. The parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement for the life of the Agreement.

SECTION 2. Subjects appropriate for negotiations between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the unit. The Employer agrees to negotiate with the Union on any new policy or change in established policy prior to implementation. If the change itself is not subject to negotiations, its impact upon the employees and procedures for implementing the change will be negotiated. It is understood that no provisions of this Agreement shall nullify or invalidate the rights of employees or the Union established by the Title VII, other statues or regulations of appropriate authority; nor shall it relieve management of the responsibility to negotiate with the Union on the policies, practices and procedures used in exercising its rights.

SECTION 3. Negotiation Procedures - Negotiating sessions may be requested by either party in accordance with Article 29, Duration and Extent of Agreement, or for impact and implementation bargaining. Such request shall state the specific subject matter to be considered at such sessions. The following procedures shall be utilized:

- a. Each party will designate not more than four persons to serve as its negotiating team and alternates may be used to serve in the absence of regular team members. The names of the initial negotiating team members shall be exchanged formally by written correspondence. One of the team members shall be designated as spokesman for his/her party. Two members of a negotiating team constitute a quorum.
- b. Government vehicles will be provided employees for transportation to all negotiation sessions.
- c. Each member of the negotiating team may, if so inclined, make whatever notes considered necessary. Any member of the negotiating team may speak on the subject matter under discussion only when authorized by the team spokesman. When agreement is reached on a particular item or issue, the spokesman for each party shall indicate such agreement by initialing a draft of the statement. These documents shall be recognized as the official record of the negotiation proceedings. This will not preclude the negotiating teams, by mutual

consent, from reconsidering these items or issues or portions thereof, prior to completion of negotiation.

d. The spokesman for the Employer shall have authority to speak in behalf of the District Engineer, St. Louis District, Corps of Engineers. He/she may negotiate all aspects of the labor-management relations program that are subject to negotiations under Title 5, USC, Chapter 71. The spokesman for the Union shall have the authority to speak for the Union. He/she may negotiate all aspects of the labor-management relations program that are subject to negotiations under Chapter 71 of Title 5 of the U.S. Code. In the process of negotiation, the spokesman/negotiator for each party will be authorized to make a decision to: accept a proposal, request an opportunity to submit a counter proposal at the next session, or request rescheduling of the item pending receipt of advice and assistance from subject matter specialists or other sources.

e. Negotiation Impasse:

1. When the parties to the Agreement cannot agree on a negotiable matter, the item shall be set aside for future discussion. Either or both parties may seek the services of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the issue, an impasse has been reached and either party may seek the services of the Federal Services Impasse Panel.

2. The cost of arbitration, if authorized or directed by the Federal Services Impasse Panel, will be shared equally by the Employer and the Union.

SECTION 4. Past Practices - Those privileges of employees which by custom, tradition and known past practice have become an integral part of their working conditions shall not be abridged as result of not being enumerated in this Agreement. No past practice shall be violative of laws, rules or regulations.

ARTICLE 9

WORKWEEK, HOURS OF WORK. AND DREDGE LAY-UP PLAN

SECTION 1. a. Shift employees who work in continuous operations shall rotate through each shift in the schedule on a fair and equal basis.

b. Shift schedules will be posted prior to the start of the dredge season.

c. New shift schedules may be developed prior to the beginning of the dredge season that conform to regulations, do not incur overtime, nor affect the tour of duty of non-shift workers and are agreeable to the majority of the shift workers at the Installation.

d. When changes are to be made in an individual's shift or tour of duty, a minimum of fourteen (14) calendar days notice will be given to the employee. In situations where 14 days notice is not possible, management will use overtime to cover required work.

SECTION 2. Religious Observances - An employee whose personal religious beliefs require that he/she be absent from work during scheduled work periods may be allowed to take leave and attend to meeting their religious requirements, as provided in PL 95-390. Supervisor will be notified fourteen (14) calendar days before the time off. An employee may elect, with the approval of the Employer, to engage in compensatory work for time lost as the result of meeting his/her religious requirements. This compensatory time may be worked before or after the period of time to be taken off for the religious observance. Advanced compensatory time will normally be repaid within four pay periods.

SECTION 3. Each employee is authorized one 1. 5-minute coffee break during each one-half period of the normal workday for that employee. Additionally, one 15-minute coffee break is authorized within each four hour period of overtime worked. Employees may be provided a maximum of a 20-minute lunch period on a paid basis.

SECTION 4. During layup season, every effort will be made to give employees two weeks notice if they are to be laid off, however it is understood that two weeks may not always be provided due to unforeseen circumstances. The following is the Dredge layup placement policy for seasonal employees. The purpose of this policy is to establish seasonal dredge personnel placement procedures to be used during the seasonal lay-up of the Dredge Potter.

a. Background and Definitions:

(1) All seasonal employees are on a seasonal work schedule based on dredging that does not identify a minimum or maximum duration for employment. Reference HR Position Description for Tenure of Employment.

(2) All seasonal employees when released from dredging operations fall under the definition of a seasonal layoff status.

(3) During lay-up, all positions offered to seasonal employees are considered a detail-type assignment.

(4) Temporary Duty Station status is not anticipated for District details.

b. During dredge lay-up, seasonal employees will be assigned to various District organizations with a recognized need for assistance to accomplish mission-related functions. The following procedures will be observed for the placement of such personnel.

(1) For currently occupied/assigned positions that are to continue into lay-up, the assigned personnel will remain in duty status.

(2) Employees whose services on the Dredge are not needed during lay-up will be retained in employment based on (1) experience documented in the employee's resume which will determine qualifications for other assignments, (2) retention standing based on criteria below and (3) assignment acceptance, in that order. Available employment during lay-up is dependent upon operational needs of the District.

(3) Retention standing will be determined by using the Dredge Potter Hire-On Date. The retention list for each lay-up period as well as this procedure will be posted each lay-up period. A summary of the standard retention standing procedures follows:

(a) Employees will be selected for layoff based on their respective Dredge Potter Hire-On Date. Employees at the same site in the same job classification will be placed on a list in order of their service dates, those with the oldest dates on top and the most recent dates on the bottom. Employees will be selected for layoff in list order, beginning with the person with the most recent date.

(b) Recall will be in inverse order of layoff, except that individuals who volunteered for layoff will be placed in the recall order based on their respective hire on dates (as defined previously above) rather than being recalled first. Employees who decline a work assignment offer or are unavailable for work within 3 calendar days of receiving the recall notice will be moved to last place on the recall list.

(c) When staffing a specific project, qualified seasonal personnel within the immediate commuting zone (less than 45 miles to the project location) will be considered first. The intent of this clause is to reduce the burden on an employee who lives farther away and would have to drive a long distance to that specific project and there is no temporary duty allocated. This will allow an employee to

maintain his/her position on the priority list without traveling a great distance.

(d) The employer will provide the Union President a copy of the seniority lists to be used by 1 December each year via e-mail. As soon as possible after seasonal layoff, employees will be given their SF-8 and SF-50 forms to assist in filing for unemployment benefits.

(4) An employee whose services are not required on the dredge during lay-up and who possesses the requisite documented experience with the highest retention will be offered the opportunity to select from work assignment(s) as they become available. (Competition may be required for some positions which are higher graded than the employee's current position.) Any assignment not chosen will be offered to the employee whose services are not required on the dredge, with the next highest retention, and so-forth, until all available assignments have been made. All seasonal employees not placed by this procedure will be placed as Seasonal Lay-off status.

(5) Once all lay-up assignments are made, a senior ranking employee will not displace an employee with lesser retention even if the senior employee's lay-up assignment ends sooner than the junior employee's assignment.

ARTICLE 10 **OVERTIME**

SECTION 1. Employee Assignment: Overtime assignments shall be made as the needs of the work require and shall be distributed as fairly as possible under this Contract, existing agreements, and seniority based on Employee Dredge Potter "Hire-On Dates." The Employer shall consider the overall workload and employee skill sets required to accomplish all work before determining which employees are available for overtime assignments, as they arise. The Employer shall give as much advance notice as possible when assigning employees to work overtime. The Employer will not call employees back from scheduled leave when overtime work arises unless the employee is required for mission accomplishment. In no case will overtime work be assigned to any employee as a reward or punishment. An employee shall be neither compelled nor permitted to work overtime without compensation. No employee will work overtime without prior approval from the Employer.

SECTION 2. Distribution – Dredging Season and Lay-up Repair Season

a. Dredging Season

(1) Employees will work overtime as incorporated in the Dredging Season Work Schedule unless the dredge is forced into “Standby Status” due to river conditions or when mechanical problems arise rendering the dredge ineffective.

(2) Employees who are deemed required for mission accomplishment during periods when the dredge is in “Standby Status” will continue to work their scheduled hours including overtime hours.

(3) Additional overtime opportunities for Employees that occur due to vacancies in positions or Employee absences will be governed by the rules set forth in the Dredge Potter Position Vacancy Overtime Agreement. The documentation of this Agreement is set forth in Table 10.1 of this contract.

b. Lay-up Repair Season

(1) When overtime is required, Employees normally assigned to the duties/tasks performed on such overtime will perform the overtime work.

(2) The Employer shall consider the overall workload and employee skill sets required to accomplish all work before determining which Employees are available for overtime assignments, as they arise. Overtime will be offered in accordance with Dredge Potter “Hire-On Dates” within the Employee pool of consideration.

SECTION 3. Compensation

a. If an Employee is called back to duty between regularly scheduled shifts, they will be paid a minimum of two (2) hours at the overtime rate regardless of the time worked, unless they are quartered on board during a scheduled tour of duty.

b. During emergency overtime when food is not available, the Employer will permit one Employee to obtain food for his/her fellow Employees.

c. When deemed necessary by the Dredge Master, the crew may be called back from their off days to coordinate an efficient move to a new dredging assignment. The affected crew may choose to report early as requested by the Dredge Master or report to the new landing prior to the start of their scheduled tour of duty where they will be picked-up and transported to the vessel.

TABLE 10.1

Dredge Potter Position Vacancy Overtime Agreement			
DECKHAND	SMALL CRAFT OPERATOR	DECKHAND LEADERMAN	MASTER TENDER
DECKHAND	DECKHAND LEADERMAN	DECKHAND LEADERMAN	MASTER TENDER
SMALL CRAFT OPERATOR	MASTER TENDER	MASTER TENDER	DREDGE EQUIPMENT OPERATOR
DECKHAND LEADERMAN	DREDGE EQUIPMENT OPERATOR	DREDGE EQUIPMENT OPERATOR	THIRD MATE
MASTER TENDER	THIRD MATE	THIRD MATE	SECOND MATE
DREDGE EQUIPMENT OPERATOR	SECOND MATE	SECOND MATE	FIRST MATE
THIRD MATE	FIRST MATE	FIRST MATE	ASSISTANT MASTER
SECOND MATE	ASSISTANT MASTER	ASSISTANT MASTER	MASTER
FIRST MATE	MASTER	MASTER	CABIN ATTENDANT
ASSISTANT MASTER			GALLEY CREW
MASTER			

Governing Rules of the Agreement
1. The priority hierarchy within the position category is based on the Dredge Potter "Hire-On Date" seniority.
2. Employees on their scheduled off days have the first right to work the entire vacant shift starting with the upper most category and working down through the position priority hierarchy.
3. Employees on board may work duty hours of the vacant position shift during their normal off duty hours starting with the upper most category and working down through the position priority hierarchy.
4. No employee may work more than 15 hours in a day, except in the case of an emergency and with approval of upper management.
5. Unit Management will decide if a vacant position is to be exempt from this agreement based on the need to fill and financial concerns.
6. If the vacant position is needed and the duty hours are not fully covered by qualified employees, management has the right to dictate the available hours of work based on the workload projections of the shift.
7. If an employee is absent for a watch during their normal tour of duty, they are not eligible for consideration during that tour of duty and the scheduled off days that follow that tour of duty until all other eligible employees turn down the work opportunity.

ARTICLE 11
ANNUAL LEAVE

SECTION 1. Administration of annual leave policy will continue to be applied in accordance with applicable leave regulations.

SECTION 2. a. If several employees desire the same days as leave, leave shall be granted to the employee with the most seniority by dredge hire on date. Priority will be given based on mission requirements and the date the leave request was submitted. Once leave is scheduled it has a higher priority than seniority by dredge hire on date.

b. All anticipated annual leave use must be scheduled by 15 March of each calendar year. All employees having “use or lose” annual leave must also schedule this leave by 15 March and use this leave before 1 July of each calendar year or risk forfeiture because operational needs may prevent granting leave during the dredge season.

c. Use of annual leave is subject to prior approval of the supervisor. Although retroactive approval may be granted when circumstances warrant, failure to secure prior approval may result in the period being charged to absence without leave during which the employee receives no pay. Unforeseen emergency circumstances of a personal nature may prohibit an employee from requesting and obtaining prior approval of his/her absence. In such cases, the employee is responsible for notifying the supervisor or his/her representative within a time span consistent with the nature and degree of the emergency. In any event, the employee should recognize the necessity for the supervisor to arrange for his/her replacement. Subsequent approval of annual leave for such an absence is a supervisor’s decision. Approval of annual leave for emergency reasons is to be granted on an individual case basis.

SECTION 3. Should the supervisor deem it necessary to cancel previously approved leave, he/she will inform the employee of the reasons for such actions as soon as the requirement for such cancellation is known.

SECTION 4. When personal and/or emergency circumstances conflict with leave plans, an employee may, with notification and approval of the supervisor, cancel and/or reschedule previously approved leave.

ARTICLE 12 **SICK LEAVE**

SECTION 1. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of illness.

SECTION 2. Sick leave will be granted to employees when they are incapacitated for the performance of their duties for reasons of sickness, injury or other reasons as provided by sick leave regulations. In accordance with 5 CFR 630.403, employees, including those with chronic health conditions, may be required to furnish medical documentation to substantiate a request for approval of sick leave for any absence that exceeds three (3) consecutive workdays. Absences of three (3) days or less will not normally require a doctor's certificate; however, management may require medical documentation for a lesser period when sick leave abuse is suspected. When an employee requires use of sick leave, he/she will notify the installation by telephone normally two (2) hours prior to the beginning of his/her scheduled work shift. Nothing in this language should be interpreted as preventing Management from applying this provision in a manner that is consistent with 5 CFR 630.403.

SECTION 3. Accumulated sick leave will be granted to employees who have been exposed to a contagious disease that is ruled by health authorities as subject to quarantine, isolation or restriction of movement when their presence on duty would jeopardize fellow employees, or to employees who have a member of their immediate family afflicted with such disease and the patient requires the care and attendance of the employee.

SECTION 4. Requests for prearranged sick leave for medical, dental or optical examinations or treatment may be approved provided such requests are submitted in advance by an employee to his/her supervisor and provided further, that such requests for sick leave contain information as to time, place and date appointment.

SECTION 5. Medical evidence that is administratively acceptable, including Standard Form 71, doctor certificate or personal statement, may be required in individual cases where the Employer has documented reason to believe that sick leave is being abused. Once an employee is on leave restriction, the restriction will be reviewed every three (3) months. If the employee's use of leave improves, the leave restriction will be lifted immediately. Reoccurrence of the abuse within twelve (12) months of the date of the letter will result in the restriction imposed for a six month period.

ARTICLE 13 **OTHER LEAVE**

The Federal Government offers a wide range of leave options and workplace flexibilities to assist an employee who needs to be away from the workplace. Information in each section below is a brief description of each type of leave and may not include all necessary and pertinent information. Use and approval of all leave will be in accordance with applicable laws and regulations.

SECTION 1. Advanced Annual Leave

Upon request by the employee (using form OPM 71) and subject to supervisory approval, the agency may advance annual leave to an employee in an amount not to exceed the amount the employee would accrue within the leave year. The Agency will not advance annual leave to an employee when it is known (or reasonably expected) that the employee will not return to duty, for example, when the employee has applied for disability retirement. Before granting advanced annual leave the approving supervisor will consider such matters as the expectation of return to duty, the need for the employee's services, and the benefits to the agency of retaining the employee. Advanced annual leave must be liquidated by the employee subsequently earning annual leave or by a refund upon separation from Federal service (if mutually agreeable and administratively feasible). Use and approval of advanced annual leave will be in accordance with applicable laws and regulations, specifically but not limited to 5 U.S.C. 6302(d), 5 CFR 630.209, and 5 CFR 630.501.

SECTION 2. Advanced Sick Leave

Upon request by the employee (using form OPM 71) and subject to supervisory approval, the agency may advance sick leave to an employee, when required by the exigencies of the situation, for the same reasons it grants sick leave to an employee, subject to the limitations described in 5 CFR 630.401 and OPM guidelines. An agency should not advance sick leave to an employee when it is known (or reasonably expected) that the employee will not return to duty, for example, when the employee has applied for disability retirement. Before granting advanced sick leave, the approving supervisor will consider such matters as the expectation of return to duty, the need for the employee's services, and the benefits to the agency of retaining the employee. Use and approval of advanced annual leave will be in accordance with applicable laws and regulations, specifically but not limited to 5 U.S.C. 6307(d), 5 CFR 630.401, 5 CFR 630.209, 5 CFR 630.402, 5 CFR 630.502(a), and 37 Comp Gen. 439.

SECTION 3. Bone-Marrow or Organ Donor Leave and Blood Donation

In accordance with 5 U.S.C. 6327, an employee may use up to 7 days of paid leave each calendar year to serve as a bone-marrow donor. An employee also may use up to

30 days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.

Employees who donate blood may be granted excused absence to cover travel to and from the donation site, the donation of blood and recovery. This provision is not intended to cover an employee whose donations involve the need for recurring absence over an extended period (e.g., semi-weekly over 4 months) or situations in which the employee has blood stored for his/her own use. Excusal of an employee for blood donation is subject to supervisory approval. The maximum excusable time will not exceed 4 hours except in unusual circumstances.

SECTION 4. Court Leave

An employee is entitled to paid time off without charge to leave for service as a juror or witness. An employee is responsible for informing his/her supervisor if he/she is excused from jury or witness service for 1 day or more or for a substantial part of a day. To avoid undue hardship, an agency may adjust the schedule of an employee who works nights or weekends and is called to jury duty. If there is no jury/witness service, there is no court leave. The employee would be charged annual leave, sick leave, or leave without pay, as appropriate. An employee who is summoned to serve as a juror in a judicial proceeding is entitled to court leave. An employee who is summoned as a witness in a judicial proceeding in which the Federal, State, or local government is a party is entitled to court leave. An employee who is summoned as a witness in an official capacity on behalf of the Federal Government is on official duty, not court leave. Employees must reimburse to the Agency fees paid for service as a juror or witness. However, monies paid to jurors or witnesses which are in the nature of "expenses" (e.g., transportation) do not have to be reimbursed to the Agency. Employees should contact the Human Resources Office or the Finance Office for up to date instructions on reimbursement and proper documentation that will need to be obtained to receive court leave. Use and approval of court leave will be in accordance with applicable laws and regulations, specifically but not limited to 5 U.S.C. 6322, 5537, and 5515.

SECTION 5. Voluntary Leave Transfer Program

The Voluntary Leave Transfer Program (VLTP) allows an employee who has a medical emergency to receive transferred annual leave directly from other employees in order to avoid being placed in a leave without pay situation. This allows an employee to continue to receive pay while recuperating from an emergency (whether their own or a family member's). Employees applying to become a leave recipient due to a medical emergency should complete the OPM Form 630 and submit the form to their supervisor with certifying medical documentation. Supervisor's must endorse and/or approve employee applications to become leave recipients. The deciding official will then approve or disapprove the request. A medical emergency means a medical condition of an employee or a family member that is likely to require an employee's absence from duty for a prolonged period of time (at least 30% of the average hours normally worked

in a pay period) and would result in a substantial loss of income to the employee because of the unavailability of paid leave. Full time employees approved in a leave recipient status may only accrue up to 40 hours of sick leave and up to 40 hours of annual leave in set-aside accounts. Part-time employees and employees on an uncommon tour of duty may only accrue up to the average number of hours worked in a weekly scheduled tour of duty in a set-aside account while in a leave recipient status. A covered employee may donate annual leave directly to another employee who has been approved as a recipient of the Voluntary Leave Transfer Program. There is no limit on the amount of donated annual leave a leave recipient may receive from the leave donor(s). However, any unused donated leave must be returned to the leave donor(s) when the medical emergency ends. Use and approval of becoming a voluntary leave transfer program recipient will be in accordance with applicable laws and regulations, specifically but not limited to 5 U.S.C. 6331-6340 and 5 CFR 630.901-913.

SECTION 6. Family and Medical Leave

Under the Family and Medical Leave Act of 1993 (FMLA), most Federal employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for the following purposes: the birth of a son or daughter of the employee and the care of such son or daughter; the placement of a son or daughter with the employee for adoption or foster care; the care of spouse, son, daughter, or parent of the employee who has a serious health condition; or a serious health condition of the employee that makes the employee unable to perform the essential functions of his/her positions. Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and OPM's regulations for using annual and sick leave, for any unpaid leave under the FMLA. The amount of sick leave that may be used to care for a family member is limited. OPM Guidelines on "Sick Leave to Care for a Family Member with a Serious Health Condition" provides more information. FMLA leave is in addition to other paid time off available to an employee. An employee must provide notice of his/her intent to take family and medical leave not less than 30 days before leave is to begin or, in emergencies, as soon as is practicable. An agency may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee. Use and approval of FMLA will be in accordance with applicable laws and regulations, specifically but not limited to Public Law 103-3, February 5, 1999, 5 U.S.C. 6381-6387, 5 CFR part 630, subpart L.

SECTION 7. Leave without Pay

Leave without pay (LWOP) is a temporary nonpay status and absence from duty that, in most cases, is granted at the employee's request. In most instances, granting LWOP is a matter of supervisory discretion and may be limited by Agency internal policy. Employees, however, have an entitlement to LWOP in the following situations:

a. The Family and Medical Leave Act of 1993 (FMLA) (Public Law 103-3, February 5, 1993), provides covered employees with an entitlement to a total of up to 12 weeks of unpaid leave (LWOP) during any 12-month period for certain family and medical needs. (See 5 CFR part 630, subpart L.)

b. The Uniformed Services Employment and Reemployment Rights Act of 1994 (Pub.L. 103-353) provides employees with an entitlement to LWOP when employment with an employer is interrupted by a period of service in the uniformed service. (See 5 CFR 353.106.)

c. Executive Order 5396, July 17, 1930, provides that disabled veterans are entitled to LWOP for necessary medical treatment.

d. Employees may not be in a pay status while receiving workers' compensation payments from the Department of Labor.

Employees should be aware that LWOP affects their entitlement to or eligibility for certain Federal benefits.

SECTION 8. Leave and Work Scheduling Flexibilities Available for Adoption

Subject to supervisory approval and appropriate documentation, an employee may use annual leave, sick leave, advanced annual leave, advanced sick leave, FMLA, or LWOP, to be absent from work for adoption proceedings or to be absent from work to bond with or care for a newly adopted child. Use and approval of leave, FMLA, or LWOP for this purpose will be in accordance with applicable laws and regulations, specifically but not limited to 5 U.S.C. Ch. 61 and 63, 5 CFR parts 610 and 630.

SECTION 9. Leave and Work Scheduling Flexibilities for Childbirth

Subject to supervisory approval and appropriate documentation, an employee may use annual leave, sick leave, advanced annual leave, advanced sick leave, FMLA, or LWOP, to be absent from work for medical appointments, hospitalization, a period of incapacitation following childbirth, to care for a spouse during pregnancy and childbirth, or to bond with or care for a healthy newborn. Use and approval of leave, FMLA, or LWOP for this purpose will be in accordance with applicable laws and regulations, specifically but not limited to 5 U.S.C. Ch. 61 and 63, 5 CFR parts 610 and 630.

SECTION 10. Military Leave

An employee is entitled to time off at full pay for certain types of active or inactive duty in the National Guard or as a Reserve of the Armed Forces. Military leave under 5 U.S.C. 6323(a) is prorated for part-time career employees and employees on an uncommon tour of duty. Temporary employees whose appointments are limited to 1 year or less are not entitled to military leave. Employees entitled to military leave are provided 15 days per fiscal year for active duty, active duty training, and inactive duty

training. An employee can carry over a maximum of 15 days into the next fiscal year. Employees may be entitled to further military leave as provided for in 5 U.S.C. 6323. Use and approval of military leave will be in accordance with applicable laws and regulations, specifically but not limited to 5 U.S.C. 5519 and 6323, Public Law 106-554, December 21, 2000, and Public Law 108-136, November 24, 2003.

ARTICLE 14

USE OF OFFICIAL FACILITIES AND SERVICES

SECTION 1. In order to facilitate and expedite the Labor-Management Relations Program, the Employer agrees to provide the Union space in a non-duty area at each Installation to be used for union meetings and other appropriate activities. The Union will be allowed reasonable use of the telephones of union business. Any long distance calls must be documented to show the name of the calling party and the name, location and number of the party called.

SECTION 2. The internal mail service of the Employer shall be available for use by the Union except for mailings of internal Union business. The Union may use the Agency electronic mail system to communicate with its bargaining unit employees, or conduct other appropriate representational functions, in accordance with applicable laws and regulations.

SECTION 3. Bulletin boards shall be available for use by the Union for the posting of notices and literature of the Union. A bulletin board of not less than nine square feet limited to Union use shall be made available. The Union is fully and solely responsible for the posted material, in terms of accuracy and adherence to ethical standards, and is responsible for any statements made against any individual or organization, to the extent that the Union may have to substantiate the statements (or otherwise answer for their charges) through the courts or other legal proceeding.

SECTION 4. Copies of this Agreement will be furnished to all unit employees, management personnel and all new employees. Twenty-five (25) copies of the Agreement will be furnished the Union for its use. The cost of printing this Agreement shall be borne by the Employer.

SECTION 5. The Employer agrees to furnish to the Union, upon request, an up-to-date list of all employees in the unit, showing name, position title and number, and official duty station. In addition, the Dredge Master agrees to furnish the Steward changes to this list in a timely fashion.

SECTION 6. The Employer agrees, upon request, to make available to the Union and employees, Office of Personnel Management and Merit Systems Protection Board publications, including regulations., supplements and classification standards. The Employer will provide the Union with one copy of all current and future activity regulations and pamphlets relating to unit employees or their working environment.

SECTION 7. The Employer agrees to provide the use of quick copy printing equipment to reproduce a reasonable amount of copies of official correspondence and memoranda pertaining to bargaining unit representational activities.

ARTICLE 15 **REDUCTION-IN-FORCE**

SECTION 1. The Employer agrees to avoid or minimize the impact of reductions-in-force (RIFs) by trying to achieve required staffing through normal attrition and reassignment of excess employees.

SECTION 2. The Union will be provided with initial information on the anticipated impact of the RIF not less than 60 days prior to the RIF date. The Employer will provide the Union:

- a. A listing of positions abolished.
- b. A copy of the retention registers at the beginning and end of the RIF.
- c. A listing of competitive area vacancies at the beginning and end of the RIF.

SECTION 3. The bumping and retreat rights of employees affected by RIF shall be governed by applicable statutes, Office of Personnel Management regulations, and agency directives.

SECTION 4. The Union and the Employer will jointly encourage each employee to see that his/her personnel file is updated as soon as the RIF or reorganization is announced. The Employer will add to the personnel file any changes or amendments that are in accordance with regulation. The personnel file will be used to match employees with vacancies.

SECTION 5. The Employer will counsel and train employees through details, to the extent practicable, so that they may qualify for a vacant position, if available, for which they would otherwise not be fully qualified. The Employer will also seek training programs with other Federal agencies available for affected employees.

SECTION 6. When it can be determined that an employee being separated fails to meet the qualifications for a vacant position, but can obtain the specialized skills and abilities to perform the duties of that position in a satisfactory manner within ninety (90) days, the employee may be placed in that position.

SECTION 7. Certain employees affected by RIF will be eligible for inclusion on the Reemployment Priority List (RPL), a statutory placement program that provides hiring preference for competitive service vacancies at DoD activities within the local commuting area of the position from which separated. To be eligible for RPL, the

employee must be a competitive service employee in tenure group I or II and must have received a rating above unacceptable on the most recent annual rating of record. The employee is ineligible if he/she declined an offer under RIF with the same type of work schedule and pay as the position from which the employee has been, or will be, separated.

SECTION 8. In the event of RIF or reorganization, the Employer will provide information regarding outplacement opportunities to affected employees. The primary goal would be to help the employee find a position in the Federal service commensurate with their skills, experience and career goals. The Employer will provide information regarding Federal placement programs for which the affected employee may be eligible, i.e., DoD Priority Placement Program (PPP), Federal Interagency Career Transition Assistance Plan (ICTAP), etc. As a secondary goal, the Employer will provide services, to the extent practicable, that could help employees adequately market their skills for private sector opportunities.

ARTICLE 16

POSITION DESCRIPTIONS

SECTION 1. The Employer agrees that it is essential that in accordance with laws, rules, regulations and guides, all employees shall be paid equitably and that pay rates shall bear a direct relationship to the level of skill and responsibility of the work performed.

SECTION 2. Each employee is entitled to a position description which is sufficiently clear in describing the supervisory controls, major duties, physical demands, and working conditions to provide for job evaluation and later identification of work experience for placement purposes. It shall be reviewed periodically by the supervisor.

SECTION 3. If duties of an occupied position within the unit are changed, the supervisor shall discuss the changes with the incumbent employee. Substantial changes will be coordinated with HR and the employee's position description will be updated, if necessary. Employees can access their position description at any time via the automated employee information portal, or by requesting a copy from their HR representative.

SECTION 4. Any employee in the unit who feels he/she is performing duties outside the scope of the position description or that his/her position is inaccurately classified, may request of the immediate supervisor that the position description be reviewed. Normally within five (5) days, the supervisor will initiate a position description review request with the HR office or explain why the current position description is adequate. If the latter, the supervisory explanation should be in writing and signed by the supervisor. If the employee is downgraded as a result of the reclassification requested by the supervisor, the employee will receive notification that shall include an explanation of the employee's option for appeal as outlined below. If the employee is dissatisfied with the supervisor

explanation or position description review findings, he/she may file a classification appeal as follows:

- a. Wage Grade employees must appeal through the Agency Wage Grade appeals procedure and then, if dissatisfied, the Office of Personnel Management (OPM).
- b. General Schedule employees may appeal to the Agency first and then to the OPM if dissatisfied, or they may go directly to OPM. If an employee first files the appeal with OPM, if dissatisfied, they may not then appeal to the Agency.

Retained grade and retained pay rights shall be afforded those employees who are subject to such provisions as defined in applicable laws and government-wide regulations.

SECTION 5. The employee shall have the right to be assisted by a representative of his/her choosing subject to the limitations of AR 690-501.8(e) in preparing and presenting a classification complaint or appeal.

ARTICLE 17 **ORIENTATION OF NEW EMPLOYEES**

All new employees shall be informed by the Employer that the Union is the exclusive representative of employees in the unit. Each new unit member shall receive a copy of this Agreement from the supervisor and will be introduced to the Installation Steward should he/she be available, if not, then the new employee will be informed who the Installation Steward is.

ARTICLE 18 **WAGE SURVEYS AND SPECIAL WAGE SCHEDULE**

SECTION 1. The regulations of the Federal Wage System (FWS) will be followed with regard to allowing the Union to present its views concerning special rate authorization to the National Wage Policy Committee. Accordingly, when regular rate schedules are issued under the FWS for wage areas in which special rate authorizations apply, separate identical schedules will be issued by cover incumbents of these jobs.

SECTION 2. The Employer will advise the Union of the FWS survey program for the St. Louis Wage Area upon publication of a schedule by the Department of Defense or other appropriate authority. The Employer will also advise the Union of the dates and locations of local hearings scheduled by the Local Wage Survey Committee prior to the conduct of a full-scale survey.

- a. Employees, with the prior approval of the supervisor, may appear before the

Local Wage Survey Committee to present information, requests and recommendations concerning the area, industries, establishments and jobs to be covered in regular schedule full-scale wage surveys.

b. Employees will be considered for participation in wage survey consistent with the provisions of regulations or other appropriate guidelines which may be issued for wage rates applicable to positions covered by special schedules.

ARTICLE 19 **CONTRACTING OUT**

SECTION 1. Consultation Rights

Decisions regarding the contracting out of bargaining unit work are areas of discretion of the Employer and higher authority. It shall be the policy of the Employer to consult fully with the Union prior to effecting changes in work situations that affect employees in the unit.

SECTION 2. Copies of Solicitations

The Union will be furnished a copy of each solicitation at the same time it is mailed to prospective contractors.

SECTION 3. Union to Be Informed

The Employer agrees to keep the Union informed in matters pertaining to contracting out in accordance with the provisions of Office of Management Budget (OMB) Circular A-76, the 1998 FAIR Act, or as otherwise provided by law.

The Union will be notified at least sixty (60) days in advance of the date set for receipt of bids/offers, invitation for bid (IFB), or request for proposal (RFP).

SECTION 4. Impact on Employees

The Employer agrees to attempt to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained where practical. Attrition will be used, where practical, to restrict impact on career employees.

ARTICLE 20 **VOLUNTARY ALLOTMENT OF UNION DUES**

SECTION 1. Union dues shall be deducted by the Employer from an employee's pay each biweekly pay period when an employee voluntarily authorizes such a deduction by executing Standard Form (SF) 1187, "Request for Payroll Deduction for Labor

Organization Dues" and the Union submits the form to the Human Resources Office who will submit to Finance and Accounting Office. Bargaining unit employees may obtain SF 1187 from the Union office.

SECTION 2. Deductions shall begin with the first full pay period that commences after receipt of the completed form by the Employer's servicing Finance and Accounting Office.

SECTION 3. The Union shall notify the Human Resources Office when the dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice.

SECTION 4. The Employer agrees to provide the biweekly remittance report to the union as they become available from Defense Finance and Accounting Service when requested to the Union President. The report contains the total amount of dues withheld for that pay period for each employee alphabetically and also the names of those temporarily stopped along with the reason.

SECTION 5. The Union will immediately notify the Employer, in writing, when a member of the Union is expelled or ceases to be a member.

SECTION 6. An employee may request revocation of the allotment for the payment of dues by completing SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues and submitting it to the Human Resources Office. An SF 1188 is obtainable through the Employer. The Union will be immediately furnished a copy of the SF 1188 submitted. The SF 1188 period for submission shall be within the 30 days prior to the anniversary date of the employee's due withholding. If an SF 1188 is not submitted on a timely basis, then dues withholding shall continue until the next anniversary date. Revocation shall be effective at the start of the first full pay period following the anniversary date of the start of the employee's dues withholding. Erroneous deduction from an employee will be immediately reimbursed by the Employer, which in turn will be reimbursed by the Union to the Employer upon proper documentation.

SECTION 7. Bargaining unit members who are temporarily promoted or assigned outside the bargaining unit will be notified by the Employer in writing on the SF 50 (or other subsequent form) that they are being suspended from payroll deduction and that upon completion of that assignment the dues deduction will not be reinstated until the employee completes a subsequent SF 1187.

ARTICLE 21 **EMPLOYEE ASSISTANCE PROGRAM**

The Employer shall abide by any applicable rules, regulations, and guidelines as promulgated pursuant to the Employee Assistance Program. The Employer recognizes that medical/behavioral problems of an employee and/or members of his/her immediate

family can interfere with an Employee's job performance. A supervisor shall refer any employee to the EAP Program on a voluntary basis whose performance indicates a possible problem or who acknowledges having a medical/behavioral problem either of his/her own or of a family member. A supervisor shall refer any employee to the EAP Program on a mandatory basis if they have tested positive for a drug test in accordance with applicable Agency Policy. Appropriate leave will be granted for treatment in accordance with applicable Agency procedures. The confidential nature of medical records of employees utilizing EAP shall be maintained. Neither coordinator nor any management official shall reveal the name of the person voluntarily seeking assistance except on a limited need-to-know basis to other supervisors or managers.

ARTICLE 22

LABOR-MANAGEMENT RELATIONS TRAINING

Union-Sponsored Training Sessions: The Employer agrees to grant official time to employees who are Union officials for the purpose of attending Union sponsored and other training sessions, provided the training is of mutual benefit both to the employees in their capacities as Union representatives and to the Employer. Official time for this purpose will be in accordance with Article 7. A written request for administrative leave will be submitted at least thirty (30) days in advance by the Union President. The request will contain information about the duration, purpose, and nature of the training.

ARTICLE 23

EMPLOYEE TRAINING

SECTION 1. Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training, or retraining, to assure development and career planning for employees and to maintain the competence of the workforce.

SECTION 2. The Employer and the Union agree that the establishment of training programs to improve employee efficiency, to contribute to merit promotion from within the unit whenever practicable, and to assist employees hurt by RIF, reorganization or transfer of function to obtain placement in another agency, are of benefit. In developing such programs, the Employer agrees to consider the views of the Union.

SECTION 3. In the event of a situation such as identified in Section 2, communications shall be established between the Union and the Employer to evaluate training needs and to identify available training to meet those needs. The communications shall be by telephone, written correspondence or by meeting, if necessary, and mutually agreeable to both parties. An initial one day meeting will be held between management, the Human Resources Office and two Union representatives to establish the basic training need areas. The Union representatives will be on official time. In addition, the Employer, through the supervisor-employee dialog at the time of performance appraisal, agrees to

help prepare the Individual Development Plan (IDP) for each employee to make him/her aware of available training and to incorporate that employee's needs and desires. This plan may include formal educational courses, on-the-job training or home study courses. All training information available will be located at each Installation at an accessible place for all employees.

SECTION 4. To ensure consistent policy from Installation to Installation, the appropriate supervisor will review and approve the IDP for each employee. Approval of any recommended work related training may be made by the Employer and will be contingent upon needs of the Employer and the availability of necessary resources.

SECTION 5. The Employer agrees to provide, where possible, assistance to those employees who are required to train fellow employees.

SECTION 6. It shall be a matter of interest and concern for the Employer and the Union that appropriate training courses, seminars, conferences and meetings be scheduled, whenever possible, during work hours to allow the employees the opportunity to gain information, education and training.

SECTION 7. The employee has the individual responsibility to keep his/her personnel folder current and complete to fully reflect total employment experience, training and education. The Employer agrees to record these training accomplishments in the employee's Official Personnel Folder. The Union and the Employer agree to encourage employees to review their personnel folders to assure that training is accurately recorded.

SECTION 8. The Employer agrees to extend every reasonable consideration to the reimbursement of tuition incurred by an employee in attendance at work related courses on his/her own time. An employee desiring to enroll in a non-Government facility shall submit a Form DO 1556 in accordance with established HR procedures. Partial or full payment, if approved, shall be in accordance with existing policies and regulations.

SECTION 9. The Employer agrees to make available to all employees enrolled in approved training courses academic aids if available on the premises of the Activity, at a mutually agreeable time during the employee's non-duty hours, to be used at the Installation.

SECTION 10. Where there is sufficient interest among employees to warrant approved on-site courses in a subject or field, the Employer will make a good faith effort to arrange for an instructor and space to provide such training.

ARTICLE 24

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. Policy: The Employer and the Union shall not, in any way, discriminate against an individual regarding employment or conditions of employment because of

race, religion, sex, national origin, age or disabled condition. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity (EEO) Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, and all other applicable laws and regulations.

SECTION 2. Representation: An employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO complaint procedure, has the right to be accompanied by a Union or other representative of his/her choice, if he/she so desires. If, after discussing the problem, the employee decides to follow the negotiated grievance procedure, he/she may be represented by the Union until a final decision has been made.

ARTICLE 25 **GRIEVANCE PROCEDURE**

SECTION 1. Every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

SECTION 2. a. This negotiated grievance procedure shall apply to all grievances. Grievance means any complaint:

- (1) By any employee concerning any matter relating to the employment of any employee; or
- (2) By any labor organization concerning any matter relating to the employment of any employee.; or
- (3) By any employee, labor organization or agency concerning:
 - (a) The effect, interpretation or a claim of breach of a collective bargaining agreement; or
 - (b) Any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

b. Excluded from the grievance procedure outlined in this Agreement are issues which involve:

- (1) A violation relating to prohibited political activities.
- (2) Retirement, life insurance, or health insurance.
- (3) A suspension or removal for national security.
- (4) Any examination, certification or appointment.

(5) The classification of any position which does not result in the reduction in grade or pay of the employee.

(6) Probationary employee's termination unless a violation of this Agreement is alleged.

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

SECTION 3. a. Non-binding mediation using the Federal Mediation and Conciliation Service (FMCS) can be used prior to arbitration in the grievance process or to determine if a subject is grievable, if the parties mutually agreed to using it.

b. Questions that cannot be resolved by the parties as to whether or not a grievance is subject to this procedure shall be referred to an arbitrator for decision in accordance with the Arbitration Article of this Agreement.

SECTION 4. Procedure - The following procedures are established for the resolution of grievances:

a. Informal Problem Solving Method: This step is an informal grievance process for non-disciplinary actions, complaints and other grievable issues. In the event of a grievance from an employee which does not involve a disciplinary action, the aggrieved employee and his/her union representative if requested by the employee shall first present the matter as a grievance to the immediate supervisor, or the lowest level management official with the authority to render a decision, verbally or writing. The grievance must be initiated within fourteen (14) calendar days of the date the grievant became aware of the incident. Within fourteen (14) calendar days the immediate supervisor or management official will meet with the grievant and his/her representative for the presentation of the grievance (unless an extension is mutually agreed upon). Within fourteen (14) calendar days after said meeting, the immediate supervisor or management official will give a verbal or written decision to the employee and the employee's representative. If the grievance is not resolved at this step, the employee and his/her representative may within fourteen (14) calendar days forward the grievance to Step 1. If the grievance is raised to a Step 1 formal grievance, the grievance will be presented to the next level of supervision in the chain of command and so on and so forth for Step 2, and 3, always using the chain of command.

b. Step 1: This step starts the formal grievance process. Employees can only start the grievance process at this level if the grievance involves a disciplinary action. The matter should be presented to the next level supervisor above the

deciding official, in writing. The grievance must contain a detailed explanation of the issue(s) being grieved and the personal remedy sought. At a minimum, it should contain information as to who, what, when, where, and why of the complaint. In the event a grievance is filed with someone other than the immediate supervisor, he/she will be provided with an informational copy. In either case, the grievance must be initiated within fourteen (14) calendar days of the date the grievant became aware of the incident. Within fourteen (14) calendar days the immediate supervisor or management official will meet with the grievant and his/her representative for the presentation of the grievance (unless an extension is mutually agreed upon). Within fourteen (14) calendar days after said meeting, the immediate supervisor or management official will give a written decision to the employee and the employee's representative. New issues may not be raised by either party after this step without mutual agreement. If the grievance is not resolved at this step, the employee and his/her representative may, within fourteen (14) calendar days, forward the grievance to step 2 or utilize the ADR procedure outlined below in 4.a.1. Employees may not use both. If ADR is requested by the Union, management will make a reasonable effort to schedule and convene the ADR within 45 calendar days of notification.

ADR Procedure

(1) If the ADR procedure is used, the request must be submitted to HR within fourteen (14) calendar days of receipt of the Step 1 decision. The ADR procedures may be utilized for any matters that are grievable in accordance with the CBA language on what is grievable, except for suspensions of more than 14 days, involuntary demotion, or termination.

(2) The dissatisfaction will be submitted to a panel of four (4) evaluators, two (2) management and two (2) union, who will hear evidence and make a binding decision. Each party will submit to the other a list of four (4) impartial evaluators for each case. The parties will strike two (2) from the list received and the remaining evaluators will meet the employee witnesses and appropriate management officials and receive evidence as to the propriety of the dissatisfaction before making a decision. The evaluators will vote to sustain the action or to change it. The vote must be by a majority. The parties will accept the panel's decision. A locked vote (2-2) will serve to sustain the action and will serve as the only basis, from the ADR process, for the grievance to be submitted to an Arbitrator. The panel will sign a statement of confidentiality.

c. Step 2: Within fourteen (14) calendar days of receipt of the Step 1 decision, the grievance will be presented, in writing, to the Second Level Supervisor (or appropriate management official). The grievance will state the name of the employee and his/her representative, and consist of the original Step 1 grievance that was filed and Management's response. Within fourteen (14) calendar days the second level supervisor or management official will meet with the grievant

and his/her representative for the presentation of the grievance (unless an extension is mutually agreed upon). Within fourteen (14) calendar days after said meeting, the second level supervisor or management official will give a written decision to the employee and the employee's representative. New issues may not be raised by either party after this step without mutual agreement. If the grievance is not resolved at this step, the employee and his/her representative may within fourteen (14) calendar days forward the grievance to step 3.

d. Step 3: Within fourteen (14) calendar days of the receipt of the Step 2 decision, the grievance will be presented, in writing, to the Third Level Supervisor (or appropriate management official). The grievance will state the name of the employee and his/her representative, and consist of the original Step 1 grievance that was filed and Management's response and the Step 2 grievance filed and Management's response. Within fourteen (14) calendar days the third level supervisor or management official will meet with the grievant and his/her representative for the presentation of the grievance (unless an extension is mutually agreed upon). Within fourteen (14) calendar days after said meeting, the third level supervisor or management official will give a written decision to the employee and the employee's representative. Should the decision rendered by Management be dissatisfactory to the grievant, or no decision is timely rendered, the grievant may request the Union to refer the grievant to Arbitration in accordance with the provisions of the Agreement. A request by the Union for Arbitration shall be valid only when signed by the Union President or Acting President.

ARTICLE 26 **ARBITRATION**

SECTION 1. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union, either as grievant or a representative of the employee grievant (s), or management as a grievant may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing and submitted within twenty (20) work days following receipt of the decision by the aggrieved party.

SECTION 2. The party invoking arbitration shall, within a period of seven (7) calendar days of the notice, request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. By mutual agreement, the parties may agree to an arbitrator on the list or not on the list. If they cannot agree, the Employer and the Union will each strike (1) arbitrator's name from the FMCS list of seven (7) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. A coin flip shall determine who shall strike the first name. The Union may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

SECTION 3. The arbitrator's fees and expenses shall be borne by the losing party. The parties shall, however, request that the arbitrator specify, in any decision not favoring one party's position over the other, that all costs should be borne equally by the parties.

SECTION 4. a. The process to be utilized by the arbitrator will be a formal hearing. However, the Employer and the Union may mutually agree to other forms of arbitration when a formal hearing is not deemed necessary. These other forms may include: . stipulation of facts, inquiries, mini-arbitration or other forms of arbitration less than a full formal hearing.

b. When a formal hearing is used, verbatim transcription shall not be utilized unless mutually agreed to by both the Employer and the Union. If not mutually agreed to, either the Employer or the Union may utilize verbatim transcription at their own expense, or record the hearing for their own use.

c. The arbitration shall be held on the Employer's premises during the regular day shift work hours of the basic work week. An employee of the unit serving as the grievant's representative, the aggrieved employee and all witnesses giving testimony in the arbitration will be on official time.

d. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by Section 7701 (c) of Title V, United States Code, as applicable.

SECTION 5. The arbitrator will be told that in order to fulfill the delegation to arbitrate, he/she must render a decision and remedy to the Employer and the Union as quickly as possible, but, in any event, no later than thirty (30) calendar days after the conclusion of the hearing, unless the parties otherwise agree.

SECTION 6. The arbitrator's decision(s) shall be final and binding and the remedy shall be effected in its entirety.

SECTION 7. The arbitrator shall have the authority to resolve any questions or arbitrability and interpret the explicit terms of the Agreement, agency policy, etc., as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this Agreement or agency policy.-

SECTION 8. a. Either party may seek judicial review of the arbitrator's decision on matters which could have been appealed to the Merit Systems Protection Board within thirty (30) days of the issuance of the decision. Such review will be sought in the appropriate court(s) in accordance with the provisions of Section 7703 of Title V, United States Code.

b. Either party may file an exception with the Federal Labor Relations Authority

to the arbitrator's award in any matter other than those described in (a) above. Such exceptions must be filed within thirty (30) days of the issuance of the decision in accordance with authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately.

ARTICLE 27 **MERIT SYSTEM**

SECTION 1. All personnel actions involving promotion shall be consonant with the merit system and the Act. The Employer agrees to provide a merit system orientation and furnish a copy of the current Merit Promotion Placement Plan to new employees upon request. The Employer will ensure that all qualified applicants have equal opportunity for promotion in accordance with the article on Equal Employment Opportunity.

SECTION 2. In the interest of providing for objectivity in a supervisory appraisal (SA) for promotion, an employee should have been under the immediate supervisor for at least one-hundred twenty (120) days. When this is not the case, prior supervisory appraisals will be obtained. Supervisors, at the time of appraisal, shall advise employees of weaknesses in job performance and of areas in which the employee may improve the chances of promotion.

SECTION 3. A non-selected employee who requests reconsideration in accordance with this Merit Promotion Plan may request representation by the Union. The following information about specific placement actions shall be available to an employee and/or representative upon request:

- a. Whether the employee was considered for promotion and, if so, whether he/she was eligible for the position on the basis of minimum qualification requirements, what minimum qualifications the employee lacked, if any.
- b. Whether the employee was one of those in the group from which the selection was made.
- c. Who was selected for the promotion and the selecting official's rationale for the selection.
- d. In what area, if any, the employee should improve to increase chances of further promotion.

SECTION 4. Employees or employee representatives shall be permitted to review all documents used in evaluating all candidates for promotion purposes when a grievance is filed concerning the promotion action to the extent it is not prohibited by law. The employee or representative will be furnished copies of these documents upon request.

Employees and their representatives will be responsible for protecting the confidentiality of the records in accordance with law and regulation.

SECTION 5. An employee who is demoted through no personal fault shall be entitled to special consideration for repromotion.

SECTION 6. Details will be accomplished in accordance with applicable regulations. Details in excess of thirty (30) days shall be recorded in the employee's Official Personnel Folder, and copies of the record forwarded to the employee.

SECTION 7. An employee temporarily placed in a higher grade position for a period exceeding thirty (30) days will be temporarily promoted and shall be paid commensurate with the duties of the position. Temporary promotions of one-hundred twenty (120) days or more will be made based on competitive procedures.

ARTICLE 28 **DISCIPLINARY AND ADVERSE ACTIONS**

SECTION 1. GENERAL: Disciplinary action is the imposition of penalties for misconduct. These penalties may consist of reprimands, suspensions, and removals. Letters of counseling, oral admonishments, and warnings may lead to disciplinary action, if behavior of the individual is not corrected. Disciplinary actions against employees must be based on just cause, be consistent with applicable laws and regulations and be fair and equitable. The Employer will do everything possible to assure an employee's success on the job.

SECTION 2. When scheduling any management initiated meeting or discussion with any unit employee to present a proposed disciplinary action, the employee shall, upon request, be informed of the general subject matter of the discussion. If representation is requested, no meeting shall take place until the representative is present.

SECTION 3. PROPOSED NOTICE: In the event an employee is issued a notice of proposed disciplinary or adverse action, it shall contain specific reasons for the proposed action and that employee must be afforded and made aware of his/her rights and privileges consistent with law, regulations and this Agreement. In all cases, the employee and/or representative shall be given the opportunity to review the evidence used and to reply to the charges orally and/or in writing, using the assistance of the Union if desired. Evidence against an employee shall be made available to the employee and/or representative and both shall be given official time to review such evidence and prepare a reply.

SECTION 4. FINAL NOTICE: The Employer shall provide the employee with the original and a copy of all proposed disciplinary actions against any employee of the unit. In the event an unfavorable final decision is issued, the employee shall be advised that he/she has the right to appeal the decision under the negotiated grievance

procedure or to the Merit Systems Protection Board (MSPB) as applicable, but not both. The appropriate MSPB address shall be included in the letter as well as the name and phone number of the Local President, should the employee choose to seek redress under the negotiated agreement.

SECTION 5. All records of complaints and disciplinary actions deemed founded will be submitted, maintained and removed in accordance with existing law and regulation. Letters of reprimand, suspension and similar disciplinary papers found to be unjustified shall be removed from an employee's Official Personnel Folder in accordance with the provisions of appropriate regulations.

ARTICLE 29 **SAFETY AND HEALTH**

SECTION 1. The Employer shall institute an effective occupational safety and health program meeting the requirements of the Occupational and Safety and Health Act of 1970, Executive Order 12196 and Chapter XVIII of Title 29, Department of Labor Rules and Regulations. The Employer and the Union shall negotiate on any proposed changes or recommendations relative to safety and health policies and/or standards. Union officials involved in activities or representational duties pursuant to this article shall be on official duty. Employees shall receive official time to participate in any activities under this article.

SECTION 2. Safety Committee - The Employer and the Union agree to establish a Safety and Health Committee on each Installation. The Committee shall consist of the Union Steward or designated alternate, the Dredge Master or his/her assistant, and the District Safety Officer or other safety specialist. Meetings shall be held when called by any member of the Committee as needed. The Safety and Health Committee will perform the following functions:

- a. Refer for study any environmental conditions appearing not in consonance with the Occupational Safety and Health Administration (OSHA) or considered to be potentially harmful or injurious to health, safety or comfort of the employees.
- b. Participate in the investigation of major lost time accidents in order to determine the cause thereof and determine policies for future prevention.
- c. Investigate, report and recommend corrective action for unsafe working conditions referred to the Committee for action.
- d. Compile a written report of each meeting.
- e. In all its activities, the members of the Committee shall have access to, and be provided copies of, agency information relevant to their duties, including information on the nature and hazardousness of substances in their work places.

f. If one of the Committee's members is not substantially satisfied with an Agency's response to a report of hazardous working conditions, the Committee will request an evaluation and/or inspection from OSHA. The Union representative on the Safety Committee, when voting to refer a matter to OSHA, will have the concurrence of either the alternate Union representative at the Installation, the President or other Officer of the Local, or a Safety Committee Union representative at another Installation.

g. The members of the Committee will receive training in their duties, including inspection procedures and techniques, as provided in Section 8 of this article.

SECTION 3. Safety Inspections - The Safety Committee shall conduct semi-annual safety inspections of all areas occupied by the employees and submit written report to the Navigation Manager, Rivers Project Office. When safety inspections are made pursuant to OSHA or other statutes or regulations in areas where unit employees work, the Union will be notified and a Union representative may accompany the inspector or inspecting team. Should the inspection come at a time when no Steward is present, the inspection will proceed without notification. The Employer agrees to provide the Union with a copy of all reports of safety inspections, reports of lost time accidents, and of occupational illnesses within the limits of prevailing laws and regulations.

SECTION 4. Health and Safety Policies

a. The Employer will exert effort to provide safe and sanitary working conditions and equipment in consonance with standards promulgated under the Occupational . Safety and Health Act of 1970. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, the Employer shall post and keep posted a notice or notices informing employees of the protections and obligations provided in the OSHA.

b. OSHA requirements state the Employer must provide and enforce use of the correct PPE related to the task at hand for the various hazards that may present themselves. Due to the inherent hazards of floating plant activities and in the commitment to providing the safest work environment possible, the Agency has implemented a 100% PPE policy regarding hard hats, hard toe boots and safety glasses (or prescription glasses with side shields). The preferred method of controlling hazards is to eliminate them through engineering or administrative controls. When hazards cannot be eliminated, PPE must be used to minimize risk. Hard hats, safety glasses (or prescription glasses with side shields) and hard-toed boots are the minimum requirements for the following tasks/areas while working River's Projects.

(1) Any construction or maintenance task (inside or out).

- (2) Shop areas (excludes administrative areas within shop unless performing a maintenance or construction task in that area).
- (3) Within 50 feet of a construction or maintenance activity in yards or the field.
- (4) Performing any outside work on or near the floating plant.
- (5) Operating any equipment including carts, ATV's, hoists (other PPE may be applicable according to the AHA. Note: Safety glasses or hard hats are not required when inside a closed cab or vehicle with proper windshield and over-head protection.

Additional Requirements: While hard hats, safety glasses and boots are the minimum requirements they do not relieve the responsibility of the supervisor or the individual to have the proper PPE for the specific task at hand. This PPE can include, but is not limited: face shields and/or goggles, hearing protection (plugs/muffs), respirators or SCBA's, Gloves (various types), High Visibility clothing/vests, Tyvec suits, rain suits, knee pads, metatarsal guards, fall protection (harnesses and lanyards), personal flotation devices, etc.

The Agency will provide adequate PPE for the task assigned and will include multiple styles or fit options. Supervisors will keep an adequate stock on-hand. Employees must turn in old PPE (safety glasses, gloves, hard hats, etc) when expired or damaged for replacement. Specialty or "designer" PPE will be responsibility of the employee but must meet the ANSI or USACE acceptable standard.

(1) Prescription Safety Glasses

- a. Purchases must be approved by the supervisor
- b. Prescription Safety Glasses will be purchased for individual employees
- c. Purchases must meet ANSI Z87.1-2003 requirements for impact resistance and side-shield coverage (if glasses do not have permanent side protection, employees must wear replaceable side-shields).
- d. Purchase limit is \$300 per employee annually, unless damaged on the job (non-negligent) or prescription changes. Lost glasses are the responsibility of the employee. If employee's prescription cannot be filled for prescription safety glasses for \$300 or less, the employee may provide 3 estimates to their supervisor that shows justification as to why the cost of the prescription safety glasses is more.

- e. Eye examination/prescription is the responsibility of the employee.
- f. Transition lenses may be authorized if the employee works indoors and outdoors.
- g. Employee Position Hazard Analysis (PHA) must state the employee is exposed to potential eye hazards.

(2) Hard toe boots:

- a. Hard-toe work boots will be purchased for individual employees.
- b. Purchases must be approved by the supervisor.
- c. Purchases must meet ASTM F2414 and 2413 standards for impact/crushing (75), puncture and slip resistance.
- d. Other protective footwear requirements may be required depending on the PHA (i.e. metatarsal, shock/conductivity resistance, high voltage resistance, chain saw cut resistance, etc.
- e. Purchase is limited to \$120 per pair or \$150 per pair for insulated, every 6 months. Purchases on more frequent occasion may be approved by the supervisor, on an individual basis, with justification documented on the 'safety shoe purchase record,' as outlined in the HQUSACE memorandum dated 3/20/06.
- f. Consideration will be given to employees with special requirements for shoes with proper medical documentation.

References: 29 CFR 1926: Subpart E, Personal Protective Equipment; EM385-1-1 2008: 05. Personal Protective and Safety Equipment; ANSI Z87.1-2003: Occupational and Educational Personal Eye and Face Protection Devices; ASTM F2412-05: Standard Test Methods for Foot Protection; ASTM F2413-05: Standard Specification for Performance Requirements for Foot Protection; HQ Memo (20 Mar 2006): Interim Safety Shoe Reimbursement Policy and Procedures; CG Memo (15 Oct 2009): Modification to List of Protective Clothing Allowed; CG Memo (24 Nov 2009): Safety Culture within St. Louis District.

c. Employees required to perform work that could cause injury to an inexperienced operator or endanger other employees, boat personnel or the general public, will be qualified or in training for such work.

d. The Employer agrees to insure to maximum extent possible, adequate lighting, ventilation, heating and adequate space in work areas.

e. The supervisor retains the right to assign outdoor work which he/she deems

necessary. However, he/she will give extra consideration to the type, amount and necessity of non-essential work assigned outside when the temperature is below zero (0) degrees Fahrenheit or the wind chill is below zero (0) degrees Fahrenheit.

f. The Employer shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normal assigned responsibilities, are encouraged to observe and report unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas which may represent health hazards. When it is determined by the appropriate regulatory authority that an unsafe condition exists, then a posting will immediately be made notifying all employees of the condition. Once posted, it must be corrected in the minimum amount of time possible within the ability of the Employer to correct. The Employer assures that no degradation or reprisal will be practiced as a result of an employee reporting an unsafe practice or condition.

g. Where it has been determined by the Employer that conditions exist that are unsafe or detrimental to health, work on that machine or in that area will stop until such time as the condition is remedied. Resumption of use will be posted.

h. When an employee feels that he/she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health safety, he/she should report the circumstances to the immediate supervisor and Union Steward. The supervisor and Steward will inspect the work area to insure that it is safe before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by either the supervisor or Steward, a ruling shall be obtained from the Dredge Safety Committee. The supervisor shall grant the employee immediate relief from any unsafe or unhealthy circumstances, pending permanent resolution of the problem. The Union or an employee or group of employees who believe that work is being required under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation in question may" request a ruling from the Safety Committee, or an inspection by an OSHA inspector, and/or *have* the right to file a grievance. When short-term exposure requires immediate solution and it is not possible to obtain Employer concurrence beforehand, then the employee will at his/her discretion terminate his/her on-duty action and so notify the Employer, requesting temporary assignment to other duties. The standards that will be applied by the employee in making the determination to terminate the job assignment are:

- (1) The danger must be imminent as perceived by a reasonable person.
- (2) The danger must apply to the individual himself/herself.

The employee may grieve the decision of the Dredge Safety Committee within fourteen (14) calendar days of the decision at Step 1 of the negotiated grievance procedures. In this case the appropriate management official in Step 1 would be the Dredge Master.

SECTION 5. On-the-Job Injury or Illness: Employees will report to their supervisor Immediately all injuries or job related illnesses with occur on the job.

a. In the case of a lost-time on-the-job injury, job related illness, severe illness (non-job related), or on-the-job death of an employee in the unit, the supervisor will notify the appropriate Union Steward as soon as practicable so that the Union may extend Union benefits to which the employee and/or the employee's family may be entitled.

b. The injured employee's supervisor will, as soon as possible, explain to the employee his/her rights and options under the Federal Employee's Compensation Act, supply the employee with copies of the appropriate Office of Workers' Compensation Programs (OWCP) forms, and ensure that the forms are properly completed. The employee may request the presence and assistance of the Steward, if available, at any time during this discussion. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, on-the-job accident and illness records shall be maintained and reported. A copy of all such reports shall be provided to the employee in accordance with applicable laws and regulations.

c. The Employer shall process and promptly forward to OWCP employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. The Employer shall consult with the injured employee and his/her representative.

d. Employees who are temporarily unable to perform all of their regularly assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, may be detailed to other work assignments as in the past as long as effective use can be made of their duties.

e. In accordance with 5 CFR 339, when there is a direct question about an employee's continued capacity to meet the physical or medical requirements of his/her position, and the employee is unwilling to voluntarily report for a medical examination, the employee shall be informed, in writing, that he/she is being directed to have a fitness-for-duty examination.

(1) The notice shall include the agency's reason(s) for ordering the examination and the consequences of failure to cooperate, in accordance with 5 CFR 339.303.

(2) The notice will include the right to have a representative of their choice.

(3) The Agency designates the examining physician or other appropriate practitioner, but must offer the individual an opportunity to submit medical documentation from his/her personal physician or practitioner medical documentation from his/her personal physician or practitioner in accordance with 5 CFR 339.303.

(4) The Agency shall pay for all examinations ordered under this subsection, whether conducted by the Agency's physician or the employee's physician, in accordance with 5 CFR 339.304.

(5) If the physician chosen by the Agency has a differing opinion on the employee's fitness-for-duty than the employee's treating physician, the Agency may request a third opinion. The Agency must pay all costs associated with the third opinion.

SECTION 6. Health Services:

a. Since it is of benefit to the Employer to have employees in top physical and mental conditions, an Occupational Health Services and Preventative Medicine Program as provided by law and regulation be established and maintained by the Employer, Employee's time spent for examinations, immunizations, briefings, consultations, etc., pursuant to the program shall be considered as official duty time. At a minimum, the program will provide the following services at no expense to employees:

(1) Work related immunizations necessary to safeguard the health of the employees.

(2) Employees shall receive pre-employment physicals as needed for applicable positions. Physical examinations shall be scheduled in accordance with applicable health and safety standards and job related standards.

(3) A sight and hearing conservation program as required by applicable health and safety standards.

(4) Periodic exams of employees whose duties expose them to harmful levels of contaminants, such as communicable disease, radiation, excessive noise, or toxic agents.

(5) Prompt medical treatment and facilities for employees who are injured on the job or suffer occupational related illness.

(6) Transportation for employees who are injured on the job or suffer occupational related illness, subject to the following:

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

(b) Where an employee feels uncertain about his/her safety in transporting himself to the hospital, doctor or home, then the Employer will arrange for transportation for the employee at the Employer's expense.

SECTION 7. The Employer agrees to arrange for transportation of employees who suffer non-job related illness while on the job. The expense for this transportation will be provided by the employee.

SECTION 8. Occupational Health and Safety Training:

a. Although employees are basically qualified to perform their duties, the Employer recognizes the need for specific training and update training regarding occupational health and safety to assure employee safety and a minimum loss of man-hours due to preventable injuries. The Employer will establish training programs to ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors will instruct employees in working habits, practices and procedures with regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to all employees.

b. The Employer will provide for the Union representative of the Safety Committee, a minimum of eight (8) hours occupational safety and health training in accordance with AR 385-10 and as a minimum the OSHA 10 hour course will be taken. Union representatives will be in a duty status while attending this training and will receive per diem and travel expenses in accordance with appropriate regulations.

SECTION 9. Alcohol Usage

a. An employee who reports to work under the influence of alcohol creates an unsafe condition for himself, his/her co-workers, and those around him/her. Reporting to work under the influence of alcohol is against Army, Corps of Engineers and District policy and will not be tolerated. The Corps of Engineers enforces a Drug Free Workplace Policy and observes the procedures provided in EP 600-1-3 as it relates to drugs in the workplace. This Policy is meant to be used and applied in conjunction with the St. Louis District's Drug Free Workplace Policy and EP 600-1-3. In accordance with EM 385-1-1, AR 600-85 and the U.S.

Office of Personnel Management's guidance, the following applies to all employees located at all work sites of the U.S. Army Corps of Engineers, St. Louis District, including the floating plants and alternate duty stations that may be outside of their geographical district area.

b. Employees who provide direct services to Soldiers, other civilian corps members, or the public should never smell of alcohol on duty. While on duty, employees shall not use or be under the influence of alcohol, narcotics, intoxicants, or similar mind-altering substances. Employees found to be under the influence of or consuming such substances will be immediately removed from the job site.

c. Employees are expected to refrain from consuming alcoholic beverages 8 hours in advance of the start of their shift to be able to report to work unimpaired. The consequences of reporting to work impaired are:

(1) Employee will be charged absent without official leave (AWOL) for the shift;

(2) Mandatory referral to EAP for assessment; and

(3) Appropriate disciplinary action may be taken.

d. Alcohol impairment can be recognized in a number of symptoms, including but not limited to: odor of alcohol, staggering or unsteady gait, red or glazed eyes, slurred speech, or lack of coordination. All employees, not just the employee in charge of the shift, are responsible for taking action if they suspect alcohol impairment. If an employee believes that one of his/her co-workers is impaired while on duty, he/she is to immediately make a report to his/her immediate supervisor. Said report should include with specificity what the employee witnessed including what specific symptoms caused the employee to believe that his/her co-worker was impaired. There will be no negative consequences for an employee who reports another employee based on a legitimate belief that the employee is impaired.

e. The supervisor should immediately contact an Employee Relations Specialist for advice and assistance when dealing with an employee who is apparently under the influence or intoxicated at work. The following is a list of steps a supervisor should take when dealing with an employee suspected of alcohol impairment while on duty:

(1) The supervisor will be called to the site to make an assessment in person (alternate contacts should be listed in case the supervisor is not available). The supervisor will enlist assistance of a second individual to assess the symptoms the employee is exhibiting; this second individual should be another supervisor or manager, if available. If the employee is a

member of a bargaining unit, a union steward would be an appropriate second person to assist in the assessment. The supervisor may take action based on assessment of the employee's condition; blood alcohol or breath testing is not required. Supervisors will document their reasons for finding that an employee is impaired.

(2) The employee will be offered the option to take a voluntary alcohol test on-site, most likely with a disposable breathalyzer. Unless the employee is in a job with specific medical or physical requirements, a supervisor cannot order the employee to undergo any type of medical examination. If the results of the breathalyzer indicate that the employee does not have a blood-alcohol level over .04, he/she will be permitted to return to the worksite.

(3) If the results of the breathalyzer indicate a blood-alcohol level over .04, the employee will be removed from the immediate worksite. The employee will be offered the option to go to an authorized testing facility to be tested for the presence of alcohol if he/she disagrees with the results of the on-site alcohol test, subject to availability.

(4) The supervisor should remove the employee from the immediate worksite. This may involve assisting the employee to their place of residence, a medical facility, or some other safe location. The employee should not be sent home alone or allowed to drive. It may be appropriate to contact a family member or friend to take the employee home. An employee who is physically resisting should be dealt with by agency security or local police.

(a) Any crewmember aboard a vessel that is suspected of being under the influence will be allowed to return to quarters, *unless*, the employee is so impaired that his/her boarding the vessel would affect the safety or well-being of that employee or other personnel aboard the vessel. Incidents of an employee boarding the vessel in an intoxicated state may result in a disciplinary action up to and including removal. Examples include but are not limited to: an employee returning to the vessel in such a state that they require assistance boarding the vessel due to alcohol consumption; and an employee returning to the vessel in such a state that they are a danger to themselves or others due to alcohol consumption.

(b) They will immediately be removed from all duties involving the safe navigation and operation of the vessel, and any other activities that may affect the safety of personnel aboard.

f. The consumption of alcohol is a personal decision made by individuals. Individuals who choose to consume alcoholic beverages must do so lawfully and

responsibly. Responsible drinking is defined as drinking in a way that does not adversely affect an individual's ability to fulfill their obligations and does not negatively impact the individual's job performance, health, or well-being, or the good order and discipline in a unit or organization.

g. Management reserves the right to refuse admittance of an employee on board a government vessel if he/she is so impaired that his/her presence on board the vessel presents a hazard to the safety or well-being of the employee or any other employee on board the government vessel.

h. Any employee under a physician's treatment and taking prescribed narcotics or any medication that may prevent one being ready, willing, and able to safely perform position duties shall provide a medical clearance statement to his/her supervisor.

i. In the absence of express written authorization, the presence of alcoholic beverages in all work sites of the U.S. Army Corps of Engineers is prohibited.

ARTICLE 30 **ENVIRONMENTAL DIFFERENTIAL PAY**

Employees will receive Environmental Differential Day (EDP) in accordance 5 CFR 532 Prevailing Rate Systems and 5 CFR 532.511 Environmental Differentials and Appendix A to subpart E of part 532 Schedule of Environmental Differentials Paid for Exposure to Various Degrees of Hazards, Physical Hardships, and Working Conditions of an Unusual Nature and other applicable laws and regulations.

ARTICLE 31 **PERFORMANCE APPRAISAL SYSTEM**

SECTION 1. All performance standards will be fair, equitable, accurate, attainable and consistent with the position description and classification standards for the job. A performance standard is a statement of the expressed level of achievement in terms of the quality, quantity, timeliness, etc., required for the performance of an employee's job. All performance appraisals will be completed in accordance with appropriate Agency regulations/procedures.

SECTION 2. Rating supervisors will provide adequate training and supervision in an attempt to insure that employees can meet or exceed designated performance standards.

SECTION 3. Reviewers will insure that performance standards and IDP's are reasonable, consistent with like job series/assignments and work area promotional opportunities, and are carried out after approval, as much as possible.

SECTION 4. Reviewers will attempt to resolve disagreements between the rater and

the employee about appraisals.

SECTION 5. The Human Resources Officer will provide orientation, technical advice and assistance to employees concerning the performance appraisal system.

SECTION 6. As problems with the appraisal system are identified, they will be evaluated by management and the exclusive representative to attempt their resolution as quickly as possible.

SECTION 7. When the rating supervisor is not available (e.g., extended illness, death or sudden resignation), the next level supervisor, if qualified, will prepare the appraisal. If not, an automatic one-hundred twenty (120) day extension will be granted and the newly assigned rating supervisor will complete the appraisal.

SECTION 8. Rating supervisors will periodically appraise employees' overall performance and inform them of their progress toward achieving performance requirements. Conferences will be held as often as needed (as a minimum, at the midpoint of the annual rating period). Supervisors will counsel and assist the employee to improve performance before beginning any action against the employee. When a supervisor's review leads to the conclusion that the employee's work is not at the acceptable level competence or fully successful, the supervisor will provide to the employee, in writing:

- a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level.
- b. Advise as to what the employee must do to bring the performance up to the acceptable level.
- c. A statement that his/her performance may be determined to be less than fully successful unless improvement is shown; a statement that he/she has a period of ninety (90) calendar days in which to bring his/her performance up to a fully successful level. If the employee's performance becomes acceptable, the notice given as provided above will be canceled and removed from the employee's files.
- d. How the rating supervisor will assist the employee in improving his/her performance.
- e. That the employee will be re-evaluated at the end of the ninety (90) day period.

SECTION 9. a. If after the ninety (90) day period the employee's performance is determined to be unsatisfactory, he/she is entitled to the following:

- (1) Thirty (30) days advance written notice of any proposed action which identifies-

(a) Specific instances of unacceptable performance on which the proposed action is based.

(b) The critical elements of the employee's position involved in each instance of unacceptable performance.

(2) Representation by an attorney or other representative of the employee's choice.

(3) Not less than seven (7) days to answer orally or in writing.

(4) A written decision as soon as possible, but not later than thirty (30) days after the notice period expires. The decision must-

(a) Specify the instance of unacceptable performance on which the action is based. Only instances of unacceptable performance which occurred in the one (1) year period before the date of the advance notice may be used to support the decision. Only those instances included in the advance notice may be relied on to support the final decision.

(b) Be concurred in by a higher level official other than the one who proposed the action. If the decision is not rendered by a higher level official, the higher level official's concurrence must be documented.

(c) The written decision will state the effective date of the action, inform the employee of applicable grievance and appeal rights, and be delivered to the employee at or before the time the action is to be effective.

(5) Supervisors will consider reassignment and reduction in grade before proposing removal of the employee.

b. If after the ninety (90) day period the employee's performance is determined to be marginal, and the within-grade increase will be withheld, the employee is entitled to a written statement specifying the reasons why the employee's performance was below fully successful and notification that the employee may secure a reconsideration of the decision by filing a written request within fifteen (15) calendar days to a designated official.

SECTION 10. Employees will be given four (4) days to enter comments concerning their appraisal in Item 14 of the appraisal form. Employees will be given the opportunity to attach comments concerning their dissatisfaction with the appraisal and their reasons for not signing the appraisal.

SECTION 11. Written records of employee performance and discussions which supervisors use in determining employee performance appraisal will be made available to the employee and entered in the Official Personnel File. All such records used in performance evaluation will be maintained for the period of time necessary to allow employees to appeal the appraisal through established procedures.

SECTION 12. Special appraisals will be completed during the last week of a temporary assignment such as a detail or temporary promotion to an established position for a period of one-hundred twenty (120) days or more. If the temporary assignment ends at the end of a rating cycle, then an annual appraisal should be done.

ARTICLE 32 **DURATION AND EXTENT OF AGREEMENT**

SECTION 1. The effective date of this Agreement shall be the date it is signed by the parties, subject to the approval of the Head of the Agency in accordance with Title 5, USC Chapter 71. It shall remain in effect for three (3) years. The Agreement shall be renewed for an additional three (3) year period on each third anniversary date thereafter, unless between one hundred five (105) and sixty (60) calendar days prior to any such date, either party gives written notice to the other of its desire to renegotiate the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

SECTION 2. This Agreement may be amended and/or supplemented as follows:

- a. At any time by mutual consent of the parties.
- b. Not more than once per year upon request by either party to amend or supplement.

SECTION 3. It is the intent of the parties that this basic agreement shall serve as a foundation to build on through amendments and supplements and demonstrated need thereof rather than gross renegotiation on as a yearly basis.

SECTION 4. Amendments and supplemental agreements shall become effective on the date signed by the parties, subject to the approval of the Head of the Agency. They shall remain effective concurrent with the basic agreement.