

# LABOR AGREEMENT

BETWEEN THE

U.S. Army Corps of Engineers, St. Paul District

And

Local 1441, American Federation of Government  
Employees (AFL-CIO)

14 Nov 2018

**LABOR AGREEMENT BETWEEN  
THE UNITED STATES ARMY, CORPS OF ENGINEERS, ST. PAUL DISTRICT  
AND  
LOCAL 1441 OF THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
(AFL-CIO)**

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## **PREAMBLE**

This agreement is made by and between the U.S. Army Corps of Engineers, St Paul District, St Paul, Minnesota, hereinafter referred to as the “Employer” and American Federation of Government Employees, Local 1441, hereinafter referred to as the “Union” and collectively referred to as the “Parties”.

The employees in the bargaining unit covered by this Agreement have stated their desire to be represented in their employment relations with the Employer by the Union, and the Union has been granted exclusive recognition as the representative of said employees.

Pursuant to Title 5, Chapter 71 of the United States Code (USC) (hereinafter referred to as “the statute”) and government wide laws and regulations, the following articles constitute a negotiated agreement between the parties. In the event of a change to a statute or government-wide or department-specific regulation which conflicts with this agreement and/or supplemental agreement, the agreement shall govern until such time as bargaining obligations have been satisfied. The parties agree that the labor-management relationship is a partnership, and that management will work together with their Union representatives to identify issues and craft solutions to better serve the agency’s mission through regularly scheduled face to face discussions

Any past practices and/or memoranda of understanding which were in effect on the effective date of this Agreement and are not covered by this Agreement shall remain in effect until applicable bargaining obligations under 5 USC §7106(b)(2)-(3) have been met.

The Employer and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving the District’s mission and to ensuring a quality work environment for all Employees. The Parties recognize that this relationship must be built on mutual respect. Therefore, the Parties agree to work together to identify problems, craft solutions, and enhance productivity.

The Employer and the Union encourage all Employees to become familiar with the contents of this Labor Agreement.

This Agreement and such supplementary agreements and memorandums of understanding (MOU) by both Parties as may be agreed upon hereunder from time to time, together constitute a collective agreement between the Parties.

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## **ARTICLE 1 - EXCLUSIVE RECOGNITION AND UNIT DEFINITION**

The District recognizes the union as the exclusive bargaining representative for all eligible employees in the unit defined as follows:

Included: All Wage System and General Schedule employees located at the locks and dams, on the floating plants, at the Fountain City Service Base on the Mississippi River and employees assigned to the Minnesota and North Dakota Flood Control Project (formerly referred to as Western Flood Control Project), under the jurisdiction of the St. Paul District of the Corps of Engineers.

Excluded: Management officials, supervisors, professional employees, temporary employees with less than 90 day appointments, and employees described in 5 U.S.C. §7112(b)(2),(3),(4),(6), and (7).

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**ARTICLE 2 – LABOR –MANAGEMENT FORUM**

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## **ARTICLE 3 - UNION RIGHTS AND REPRESENTATION**

### **Section 1 - Introduction.**

The parties recognize that a continuing relationship between the Union and the St. Paul District as partners is essential for improving the District into an organization that works more efficiently, effectively, better serves customer needs, employees, Union representatives, and managers.

### **Section 2 - Union Rights.**

A) In all matters relating to personnel policies, practices, and other conditions of employment, the parties will have due regard for the obligations imposed by 5 U.S.C. §71 and this Agreement.

B) Each party shall recognize and meet with the designated representative(s) of the other party at mutually agreeable times, dates, and places that are reasonable and convenient.

C) The St. Paul District will not restrain, coerce, discriminate against, or interfere with any Union representative or employee in the exercise of their rights.

### **Section 3 - Union Representation.**

A) Formal Meetings: The Union President will be provided reasonable advance notice (seven (7) days, whenever possible) and be given the opportunity to be present or designate a union official to participate at any formal meeting between one or more representatives of the St. Paul District and one or more employees in the unit or their representatives concerning any grievance, personnel policy, or practice, or other general condition of employment. Formal meetings do not include routine performance counseling or conduct counseling except where the employee reasonably believes the discussion could lead to disciplinary action. When minutes are taken, a copy shall be forwarded to the Union within a reasonable time.

B) Weingarten Meetings: The Union will be allowed to be present and represent an employee at any examination of an employee in the unit by a representative of the St. Paul District in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary/adverse action against the employee and the employee requests representation. The representative shall be permitted to present the views of the Union during the discussion so long as it does not violate the right of the employee to present the views on his/her own behalf. Employees will be notified yearly of their Weingarten rights under 5 U.S.C. §7114(a)(2)(B)(3).

C) Grievances: The Union has exclusive right to represent the bargaining unit in presenting grievances under the negotiated grievance procedure in this Agreement.

D) Brookhaven Rights for Witnesses: In situations where bargaining unit employees are being questioned by an Agency representative in preparation for a proceeding before a third party such as: FLRA, MSPB, etc. This employee protection is covered under 5 U.S.C. §7102 Management will:

1. Inform the employee of the purpose of the questioning, that his/her participation is voluntary, and that no reprisal will occur if he/she refuses;
2. Ensure that the questioning occurs in a non-coercive (non-threatening) context; and
3. Limit the questions to the scope of the legitimate purpose of the inquiry, i.e., to the existence of relevant facts, as opposed to the Union's strategy or what questions the Union asked.

#### **Section 4 - Information.**

The St. Paul District agrees to promptly provide the Union, upon request and to the extent not prohibited by law, data pursuant to 5 U.S.C. §7114(b)(4)(A)(B) and (C) and at no cost to the Union.

#### **Section 5 - Identification of Union Officials.**

The employer will recognize the duly elected local officers and officials, including stewards. The Union will supply the employer in writing, and will maintain on a current basis, a list of the Union officers and officials, including the steward's area of representation. The employer will recognize one steward and an alternate per field site, one steward and an alternate on each shift of the floating plant, and one steward and an alternate for the Hydrographic Survey crew. The alternate steward shall have full authority to act when the regular steward is absent.

#### **Section 6 - Visits by Union Officials.**

The employer will permit representatives of the AFGE's national office to visit the sites and installations of the district, subject to district security regulations and visitor control procedures. The Union agrees to provide advance notice of such visits to the District labor relations representative and the supervisor of the installation/site. The notice will include the name of the AFGE representative, purpose of the visit, and persons with whom the visit is desired.

## **ARTICLE 4 - EMPLOYEE RIGHTS**

The employer and the union will strive to establish fair and equitable working conditions that will be conducive to enhancing and improving employee morale and efficiency. Government wide law on Prohibited Personnel Practices can be found at 5 U.S.C. §2302 and Merit Systems Principles can be found at 5 U.S.C §2302. Nothing in this article shall effect or limit the rights and protections of individual employees; provided by Statute and Government wide regulation.

Consistent with 5 U.S.C. §71, the Agency will not communicate directly with employees regarding conditions of employment in a manner that will improperly bypass the Union under law.

### **Section 1 - Union Membership.**

Employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. 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.

### **Section 2 - Informing Employees of Changes to the Contract.**

Within 45 calendar days following approval of this Agreement, the Employer agrees to distribute a written summary of the changes to the Agreement to all members of the bargaining unit and their supervisors. The summary will be agreed upon by the Employer and the Union prior to distribution.

### **Section 3 - Rights of Employees off the Job.**

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, impair its efficiency, present a conflict of interest, or conflict with law or regulation. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or to 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 race, color, creed, religion, sex, national origin, age (40 and older), marital status, physical handicap, genetic information or lawful political affiliation.

### **Section 5 - Right to Union Membership or Non-Membership.**

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 deductions.

### **Section 6 - Right to Review Records.**

A) Employees will receive copies of any documents placed in their Official Personnel Folders (OPF's). Unit employees may review their OPF provided they provide sufficient advance notice to allow the OPF to be ordered and received. Normally, such review will take place in the District Office. Unit employees may request copies of documents contained in their OPF's to the extent not prohibited by law, rule or regulation of appropriate authority. This is not to be construed as requiring duplication of excessive numbers of documents without good reason. It is understood hardcopy information that is available and accessible electronically to the employee will not usually be provided under the terms of this section unless requested by the employee. Upon request, employees will be provided a reasonable amount of time to review their records and print copies.

B) Supervisors may maintain a work folder for each employee containing information to aid them in carrying out their supervisory responsibilities, including documents such as: SF-50's, position descriptions, ratings, information regarding performance, recognition, training, conduct, etc. If a supervisor decides to keep a work folder on employees, all supervisory notes will be documented in a Memorandum for Record (MFR) and a copy will be provided to the employee. Employees may review the contents of their work folder upon request and have the right to see and initial notes concerning performance or conduct. Employees will be afforded the opportunity to review this folder at his/her annual performance appraisal meeting. After three (3) years, all MFR's will be purged unless the employee requests select files to remain.

### **Section 7 - Telephone Usage.**

Employees will have reasonable use of the Employer's telephone system to make brief personal calls in accordance with 41 C.F.R., Chapter 101. Such calls are authorized only if they are of reasonable duration and frequency, could not have been reasonably made at another time, do not have adverse effect on performance of official duties of the employee and the organization, and are not related to the operation of a personal business enterprise. Long distance or toll calls may be made only under conditions where there is no expense to the Government (collect calls, credit card calls, toll-free numbers, or calls charged to a non-Government third party).

### **Section 8 - Surveys and Questionnaires.**

A) Participation in surveys will be voluntary, unless the parties agree to require participation. Employees will be assured that their responses will be confidential and their anonymity protected, unless the parties agree otherwise.

B) The results of surveys conducted by either party regarding conditions of employment will be shared. If a third party conducts a survey and the results are distributed to the District, the results will be shared with the Union.

### **Section 9 - Non-Reprisal Right.**

Employees shall suffer no reprisal, coercion, intimidation, interference or harm for exercising any right provided by law, rule, regulation and this Agreement. Such rights include but are not limited to: filing of grievances, appeals, claims, ULPs, or acting as a witness in any appropriate proceeding.

### **Section 10 - Employee Signature.**

When an employee is asked to sign a document, management will identify the document as mandatory or optional for employee signature. If an employee has a question(s) about a document on which a signature is mandatory, upon request, management will provide clarifying information and reasonable time to review information. The employee may note any continuing concern on any document which management has requested his/her signature.

### **Section 11 - Unlawful Requests of Employees.**

If an employee believes that they are being ordered to violate a law, rule, or regulation, they may submit their belief in writing without fear of reprisal. In all situations employees are encouraged to attempt resolution at the lowest possible level. Additionally, employees may forward their concerns to the Union President/designee for resolution by the employer.

### **Section 12 - Employee Liability for Loss, Damage or Destruction of Government Property.**

Unit employees may be held monetarily liable for government property where the loss, damage or destruction of such property is the result of negligence or willful misconduct on the part of the employee in accordance with all applicable laws and regulations. If after an investigation the employee is found to have been negligent or to have committed an act of willful misconduct the employee will be given an opportunity to respond to the assessment of liability in accordance with regulations before funds are withheld from the employee's paycheck. Should the employer maintain its finding after the employee's response, the employee shall be informed in writing of his/her appeal rights in accordance with all applicable laws and regulations. If the employee feels the process was improperly applied, they may seek remedy through other avenues such as negotiated grievance procedure, EEO or Office of Special Counsel.

### **Section 13 - Discussion of Problems or Potential Grievances.**

If the employee wishes to discuss a problem or potential grievance with a union representative, the employee shall have the right to contact and meet with the union representative on duty time unless there is a pressing operational need. The employee will be released from duties to contact and meet with the union representative when he/she requests to exercise this right in accordance with Article 6 Section 2 C) and Article 7 Section 5 A) of this Agreement.

### **Section 14 - Prohibition of Lobbying on Duty Time.**

The Employer acknowledges that all bargaining unit employees have the right, on their own

personal time, to individually or collectively, petition a member of either house of Congress or the United States Executive Branch without interference or reprisal.

### **Section 15 - Computer Usage.**

Employees will be afforded duty time to: maintain and check government email, complete mandatory training, CAC card and all other government business.

Employees, while on personal time, will be allowed the use of government computers.

### **Section 16 - Retirement.**

All retirement questions should be referred to the Army Benefits Center-Civilian (ABC-C): [www.abc.army.mil](http://www.abc.army.mil).

### **Section 17 - Employee Pay.**

Employees are entitled to timely receipt of all compensation earned for the applicable pay period. The Agency will make every effort to ensure employees receive the established payday and at the address or electronic site designated by the employee, in accordance with applicable statutes and government wide regulations.

If an employee does not receive his/her pay on the established pay date, he/she should contact the Customer Service Representative (CSR) for payroll at the District office to discuss the appropriate remedy.

### **Section 18 - Whistleblower Protection.**

Employees are protected by the Whistleblower Protection Act against reprisal for the lawful disclosure of information, which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences gross mismanagement, a gross waste of funds, an abuse of authority, or a danger to health or safety. Reference 5 U.S.C. §1213.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

Nothing in this article shall effect or limit the rights and protections of management rights provided by Law and Statute.

### **Section 1 - Management Authority.**

Subject to Section 2 of the Article, nothing in this Agreement shall affect the authority of any management official of the Agency:

- A) To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
- B) In accordance with applicable laws-
  - 1. To hire, assign, direct, layoff, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - 2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
  - 3. With respect to filling positions, to make selections for appointments from-
    - a) Among properly ranked and certified candidates for promotions; or
    - b) Any other appropriate source; and
  - 4. To take whatever actions may be necessary to carry out the mission during emergencies.

### **Section 2 - Negotiable Rights.**

Nothing in this section shall preclude the Agency and the labor organization from negotiating:

- A) At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- B) Procedures which management officials of the agency will observe in exercising any authority under this section; or
- C) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

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## ARTICLE 6 - OFFICIAL TIME

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

Union officials, including stewards, who are employees of the St. Paul District, Corps of Engineers, shall be granted time during duty hours to fulfill their responsibilities in any amount the agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest, in accordance with 5 U.S.C. §7131. Official time may only be approved when the employee would otherwise be in a duty status. Every attempt will be made to schedule official time during the day shift. Use of approved official time will not be considered in an employee's annual performance rating. Union officials will be responsible for recording the number of official hours used and identifying the appropriate timekeeping code on their employee timesheets. When no schedule change is required or there are unforeseen circumstances, such as disciplinary actions or grievance representation, less notice may be authorized. The parties recognize that current law does not allow for official time to work from home.

### **Section 2 - Purposes and Procedures for Usage of Official Time.**

A) Contract Negotiations. All regularly scheduled contract negotiations will be conducted on official time. A reasonable amount of time will be allowed the Union negotiating team for preparations and presentations of matters to third parties. The amount of time necessary will be sufficient to promote bringing contract negotiations to an efficient and effective conclusion, and will be mutually agreed-upon by the parties when ground rules for the contract negotiations are developed.

B) Office Hours. Official time includes 40 hours per month, not to exceed 24 hours per week, for the Union President (or other officers in lieu of the President) for office hours at the union trailer. Office hours should normally be scheduled no less than seven (7) days prior to the start of the administrative work week for daylight hours during weekdays. Alternative times or locations must be approved in advance by the Assistant Chief of Operations Division or designee and are limited to Corps facilities. Requests to use office hours may be made by a Union Officer using the form in Appendix B and must be submitted to his/her immediate supervisor. Permission will ordinarily be granted unless critical work requirements necessitate postponing release of the officer. No official time will be authorized for internal Union business, for lobbying over legislation that has been introduced and is pending before congress, or for other activities prohibited by law, rules, or regulations of appropriate authorities. If the employee is needed to complete the remainder of the shift, travel time back to the duty station will be included in the requested office hours. Example: a Union Official is on a 12 hour day shift (0800-2000) and requests 8 hours of official time, the employee must return to the duty station no later than 1600.

C) Representational Activities. Union officers and officials, including stewards, will be permitted reasonable time as mutually agreed during duty hours to perform representational duties, or participate in those approved activities defined and authorized by the contract. Representational activities will be conducted under the following procedures:

1. When an Union Officer, Official, Steward or designee needs to conduct

representational duties, he/she will utilize the request for official time form in Appendix B to request permission from his/her supervisor to leave their work assignment. Notice will be provided to his/her supervisor as soon as possible. If the representation involves contacting a bargaining unit employee(s), the Union representative will obtain permission from his/her own supervisor and from the supervisor of the employee(s) being contacted. Permission will be granted unless critical work requirements necessitate postponing release. If permission cannot be granted because of critical work requirements, the Union representative and/or the employee will be released as soon as possible thereafter.

2. The Employer shall grant official time to the Union President, Vice President, Secretary-Treasurer, or designee to travel to various sites within the District for representational purposes. Normally, no more than one union representative will be in a travel status at one time. Exceptions to this policy may be approved by the Assistant Chief of Operations Division or designee. Permission to travel will be a minimum of 48 hours in advance except in unforeseen circumstances, in which case as much advance notice as possible will be given. Written permission, in the form of a signed request for official time, will be obtained in advance from the supervisor.

3. Union officials will be entitled to appropriate travel and per diem authorized by the Joint Travel Regulation (JTR) when attending meetings to discuss resolution of grievances, and grievances involving formal disciplinary actions, annual site meetings, committee meetings, District Townhall meetings, and ad hoc meetings for which representational presence is appropriate in accordance with applicable government wide regulations and statutes or at the Employer's request.. The Assistant Chief of Operations Division will approve overnight travel when mutually agreed that it is necessary.

4. Payment of overtime to Union Officials, as a result of negotiations and representational duties that extend the normal work day/week, is not authorized. Credit hours may be earned by employees eligible to work flexi-time hours for employer approved negotiations and representational duties in accordance with the District work schedule policy. Credit hours are not authorized for Union work performed at home.

D) Union-Management Meetings. The Employer and the Union agree that it is in their mutual interest to ensure that a continuing dialogue is maintained between the parties. Union-Management meetings will be conducted during regular duty hours of the employees involved to the extent practical. Attempts will be made to adjust employees' duty hours to allow them to attend the meeting. Official time will be requested in accordance with this Article using the form in Appendix B. The meetings will be conducted under the following procedures:

1. The meetings will be held by mutual agreement. Union-Management meetings will be for the purpose of exchanging information involving the administration of this Agreement. Union-Management meetings shall in no way nullify or abrogate the right of the Union to negotiate matters concerning the terms and conditions of employment of bargaining unit employees.

2. The Employer and the Union shall each designate representatives who shall participate in joint meetings. It is agreed that such meetings will normally be attended by the Union President. The Union and the Employer will exchange the names and organizational locations of such representatives normally five (5) days in advance. Any changes in designees shall also be communicated prior to the meeting. The number of Union representatives present shall equal the number representing the Employer. Subject matter experts called by the Employer and/or Union shall not be considered representatives.

3. A written agenda of the subjects to be discussed will be provided by the requesting party at least five (5) working days in advance of the meeting, when possible. This does not preclude items not included on the agenda from being discussed. Summary minutes, reflecting items discussed and resolutions or actions, will be prepared. It is also understood that if an agreement is reached through Union-Management Meetings on items not currently covered in the contract, an memorandum of understand (MOU) will be signed and dated by both parties. The MOU may be revisited at the request of either party if new information arises that substantially affects the MOU.

E) National Union or Federally Sponsored Training. Pursuant to 5 U.S.C. §7102(1), the employer will typically provide up to 100 hours annually of official time for union officials, stewards, or alternate stewards to attend national training and to present views of the organization to Congress. Additional hours may be approved by the Assistant Chief of Operations Division or designee. The Union will submit a request for official time to the Assistant Chief of Operations Division or designee at least two (2) weeks in advance of the training. The request will identify the Union official(s), stewards, or alternate stewards requesting to attend and will include a copy of the detailed meeting agenda. The Employer will review the agenda to determine what activities are eligible for official time, and what agenda items may not be conducted on official time due to their being in conflict with any applicable provisions restricting union officials or representatives from directly or indirectly influencing congressional action on any legislation or appropriation matters currently pending before Congress. The Employer agrees to make the determination of the extent of official time to be approved within 72 hours after receipt of the request. Travel, travel time, lodging, per diem, payment of registration fees, and payment of overtime are not authorized.

F) Local Union-Management Training. Union Officers and Stewards may request to attend training sponsored by the Employer and other Government agencies in the area of labor-management relations. The Employer will consider these requests when preparing annual training plans and the respective Officer's/Steward's Individual Development Plan (IDP). The parties also agree to sponsor training events for Union and management officials to address labor-management issues and partnership concerns where the parties jointly determine such training to be necessary.

G) Annual Local Union Meeting. The Union President, Vice President, Secretary/Treasurer and normally one (1) duly authorized steward, or alternate steward per work group/site, up to two (2) stewards or alternate stewards from Maintenance and Repair and two (2) stewards or alternate stewards from the Dredge Goetz as identified in the official list of union officials including stewards and alternate stewards, will be allowed to attend on official time, if in a duty status. Upon request from the Union,

management will consider approving more than one employee per site for attendance. Official time will be authorized for up to eight (8) hours. In addition, the President, Vice President, and Secretary/Treasurer will each be allowed eight (8) hours of Official Time within seven (7) calendar days prior to the Annual Local Union Meeting for representational purposes, if in a duty status. Requests for such official time must be submitted no less than 10 days prior to the start of the administrative work week. The meeting must be held during the non-navigation season. The purpose of the meeting shall be to, among other things, present and discuss any changes to the Labor Agreement, discuss current issues regarding employment, educate and develop union stewards, and to conduct any other discussions that are beneficial to the development of good working relations between the Union and the St. Paul District. The meeting will not be used to discuss internal union business. It is the expectation of the Union and Management that attendees will adhere to the DoD standards of conduct during these eight (8) hours. Travel, travel time, lodging, per diem, payment of overtime, and earning of compensatory time or credit hours are not authorized.

### **Section 3 - Internal Union Business.**

Internal union business is defined as: solicitation of membership, internal union elections, etc. No internal Union business will be conducted during the working hours of the employees involved. Activities concerned with the internal management of the Union, collection of dues or other assessments, circulation of petitions, or authorization cards, solicitation of membership or dues withholding authorizations and campaigning for Union office may not be conducted during work hours of the employees involved. For the purpose of this agreement, such activity will not be prohibited during employee break periods, lunch periods (paid or non-paid), and before and/or after the start of the normal duty day, provided there is no interference with the work of the activity. Distribution of literature and circulation of petitions will only be permitted in non-work areas during non-work time.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

### **Section 1 - Lowest Level Disputes.**

The Employer and the Union recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly and at the lowest level of supervision.

### **Section 2 - Grievance (Definitions).**

A) This negotiated grievance procedure shall apply to all grievances. Grievance means any complaint:

1. By an employee concerning any matter relating to the employment of that employee for which a personal remedy exists; or
2. By the Union concerning any matter relating to the employment of any employee or group of employees for which a personal remedy exists for the employees involved; or
3. By the Union or the Employer (where no personal relief or remedy to an individual employee is involved) concerning:
  - a) The effect or 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. Any 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 an employee;
6. Termination of probationary and temporary employees;
7. Decisions on incentive awards, except where a violation of law, regulation, or this agreement has occurred;
8. Allegations of mismanagement or complaints when no form of personal relief to the employee is appropriate;
9. Non-selection for promotion from a group of properly ranked and certified candidates;
10. Adverse actions resulting from the implementation of RIF procedures.

### **Section 3 - Laws Pertaining to the Following Types of Actions.**

A) The negotiated grievance procedure shall be the exclusive procedure for resolving all matters falling within its scope, with the exception of the following:

1. Actions based on unacceptable performance (5 U.S.C. §4303)
2. Adverse action (5 U.S.C. §7512)
3. Discrimination (5 U.S.C. §2302)

B) With respect to adverse actions, i.e., reductions in grade or pay, removals, suspensions for more than 14 days and furloughs of 30 days or less, covered by the provisions of 5 U.S.C. §4303 or §7512, an employee may appeal such matters under the statutory procedure of 5 U.S.C. §7701 or as a grievance under the negotiated procedures, but not both.

C) An employee affected by a prohibited personnel practice under 5 U.S.C. §2302(b)(1) may raise the matter either as an EEO Complaint under the statutory procedure or as a grievance under the negotiated procedures, but not both.

D) An employee shall be deemed to have exercised his/her option under this section when he/she timely files an appeal under the applicable statutory procedure or timely files a grievance in writing in accordance with the negotiated grievance procedure, whichever event occurs first.

### **Section 4 - Right to Representation.**

The only union representative an employee may have under this procedure is the site steward or other union official approved by the Union President or designee. An employee may select an attorney or representative other than the Union but the right of the Union to be present is not changed or affected by the employee's choice of other representation. The resolution must be consistent with the terms of this Agreement.

### **Section 5 - Investigative Time.**

A) Consistent with Article 6 of this Agreement, employees and their authorized representatives may have a reasonable amount of official time to discuss, investigate and present grievances,

B) An employee may withdraw his/her formal grievance in writing any time before a decision is rendered at any step of the grievance procedure.

C) Failure on the part of the Union, or employee/ representative to comply with stated time limits may be reason to terminate the grievance.

D) Failure on the part of the Employer to respond to the grievance verbally, or in writing within the time limits in each step of the grievance procedure shall permit the Union and/or employee/representative to pursue the next step.

## **Section 6 - Formal Grievance Steps and Time Frames.**

A) In an effort to expedite the grievance process, the Union may file any grievance to the lowest level supervisor/manager who has the authority to provide the requested remedy with a copy-furnished to the first level supervisor. All the time limits in this article may be extended with mutual consent.

B) If the union files a grievance at the wrong level or to the wrong management official, the grievance will be forwarded to the appropriate management official for decision, with a copy-furnished to the union. All response timelines begin upon receipt by the appropriate management official.

C) Any issue of non-negotiability will be raised as soon as possible, but no later than the date the Step 3 grievance decision has been issued.

D) The following steps are established for the resolution of employee grievances:

1) Step 1. A formal grievance shall be submitted in writing by the employee or his/her representative with the employee's immediate supervisor (the supervisor who rates the employee's performance) to attempt to resolve the matter at the lowest level possible. The grievance must be initiated within 30 calendar days of the incident being grieved, or within 30 calendar days of the date the employee became aware of the incident that gave rise to the grievance. The supervisor will attempt to resolve the matter and will provide the employee a written decision on the grievance within 20 calendar days from the date the grievance was submitted. If the employee does not receive a decision within the 20-day limit she/he may proceed immediately to Step 2.

2) Step 2. If the grievance is not satisfactorily resolved at Step 1 and the employee desires to pursue it, the employee or his/her representative will submit a completed Grievance Form (Appendix A), or other written submission containing the required information of Appendix A, to the employee's Operations Manager, Branch, Office Chief or his/her designee within 20 calendar days from the receipt of the Step 1 decision. The deciding official or designee may meet with the employee prior to rendering a decision, but regardless of whether such a meeting occurs the deciding official or designee shall provide an answer in writing within 20 calendar days of receipt of the employee's appeal or grievance. If the deciding official meets with grievant on the grievance, the Union will be notified and provided the opportunity to attend. The Union will receive a copy of any written decision.

Grievances filed over adverse actions covered by 5 U.S.C. §7502 (suspensions of 14 days or less) will be initially filed at Step 2. Step 1 will be waived for these matters.

3) Step 3. If no mutually satisfactory resolution is reached as a result of Step 2, or if the grievance is initiated at Step 3, the employee or his/her representative may appeal to the District Commander or designee within 30 calendar days of receipt of the written

Step 2 decision or within 30 calendar days of the action being initially grieved at Step 3. If the appeal is a result of a Step 2 decision, the appeal must contain a copy of the decision at Step 2, a summary of the facts, the remedy being sought, and an explanation as to why the decision at Step 2 is unsatisfactory. If the grievance is being initiated at Step 3, the submission must include a copy of the action being grieved, a summary of the facts, and the remedy being sought. The District Commander or designee shall, when feasible, render a written decision within 20 calendar days of receipt of appeal. Grievances filed over adverse actions or performance based actions covered by 5 U.S.C. §4303 or §7512 (removals, reductions in grade or pay, suspensions of longer than 14 days, and furloughs of 30 days or less), will initially be filed at Step 3. Steps 1 and 2 are waived for such matters.

4) Step 4. If the employee is dissatisfied with the decision reached in Step 3, or if no decision is given, he or she may request the Union to refer the grievance to arbitration in accordance with the provisions of this Article. A request by the Union for arbitration shall be valid only if signed by the Local Union President or designee. A request by management for arbitration shall be valid only if signed by the District Commander or his designee.

### **Section 7 - Grievances between the Union and Employer.**

A) This section does not apply to grievances of individual employees requesting a personal remedy regarding their particular situation. Such grievances must be filed under the provisions of Section 7 of this Article. This section applies to grievances regarding systemic problems or questions of interpretation or application of Statute, government wide regulation, or this Agreement.

B) A diligent effort will be made by both parties to resolve such grievances informally, to include discussing issues with the lowest management official and union president or designee to attempt to reach resolution. If these informal efforts fail, the following procedures will be used.

1. Grievances over the interpretation or application of Statute, government-wide regulation, or this agreement may be submitted in writing by the local Union President directly to the District Commander. The grievance must be initiated within 30 calendar days of the incident being grieved, or within 30 calendar days of the date the Union became aware of the incident that gave rise to the grievance. The District Commander or designee will meet with the local Union President or designee no later than 20 calendar days after the receipt of the grievance in order to discuss the grievance. The District Commander shall give the local Union President a written answer no later than 20 calendar days after the meeting. If the grievance is not resolved, the local President may refer the grievance to arbitration.

2. Grievances over the interpretation or application of this Agreement may be submitted in writing by the District Commander or designee directly to the local Union President. The grievance must be initiated within 30 calendar days of the incident being

grieved, or within 30 calendar days of the date the District Commander or designee became aware of the incident that gave rise to the grievance. The local Union President and the District Commander (or their designees) will meet to discuss the grievance no later than 20 calendar days after receipt of the grievance. The local Union President shall give the District Commander his written answer no later than 20 calendar days after the meeting. If the grievance is not resolved the District Commander may refer the grievance to arbitration.

3. Any dispute as to whether a matter can be grieved or taken to arbitration under the provisions of this Article may be submitted to arbitration as a threshold issue.

### **Section 8 - Formal Arbitration Procedures.**

A) All disputes of grievability/arbitrability shall be presented jointly with the merits issue(s) in the related grievance, except where the parties agree to hear the grievability/arbitrability issue and the merits issue separately.

B) Only the Union, either as a grievant or a representative of a grievant, or the Employer as a grievant, may refer to arbitration any grievance that remains unresolved after the final steps as contained in Sections 7 & 8 above. A notice to invoke arbitration shall be made in writing to the opposite party within 20 calendar days following receipt of the final decision or the date when the final decision was due in the final step of the grievance procedure.

1. Within 20 calendar days after the date of the notice to invoke arbitration, the moving party will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators. If the parties cannot mutually agree on one of the listed arbitrators, the Employer and the Union will each strike one (1) arbitrator's name from the FMCS list of seven (7) names and shall repeat this procedure until only one name remains. The remaining person shall be the duly selected arbitrator. The procedure to determine who strikes the first name will be decided by a coin flip. If either party refuses to participate in the selection process, the other party will make a selection of an arbitrator from the list. Either party may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

2. The process to be utilized by the arbitrator will be a formal hearing. The procedures used to conduct the hearing shall be determined by the arbitrator. Both parties shall be entitled to call and cross-examine witnesses before the arbitrator. A reasonable amount of preparation time for arbitration will be granted in accordance with Article 6 of this Agreement. All witnesses necessary for fair representation at the hearing will be excused on official time if otherwise in a duty status. On sufficient advance notice from the Union, management shall, if feasible, rearrange necessary witnesses' work schedules and place them on duty during the arbitration hearing. Such schedule changes may be made without regard to contract provisions under Article 9 of the Agreement.

3. The arbitrator's fees and expenses shall be the responsibility of the losing

party. If there is no clear winner or loser, the fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. If either party requests a transcript, that party will bear the entire cost, unless both parties mutually agree to share the cost. A nonpaying party is not entitled to a copy of the transcript.

4. The arbitration hearing shall be held on the premises of the Employer during the regular day shift hours of the basic workweek. The parties will submit jointly or separately a brief statement of the issue or issues to the arbitrator and a copy of the Collective Bargaining Agreement.

C) It is recognized that the decision of the arbitrator shall be final and binding, except that either party may seek clarification of the decision prior to deciding on whether to file a timely appeal. If a timely appeal is filed, the arbitration award shall be stayed pending the FLRA's decision. If no exception is filed, the arbitrator's decision and remedy shall be implemented immediately. An arbitrator's award shall only have local application. The arbitrator has full authority to award appropriate remedies, including reasonable legal fees, pursuant to the provisions of 5 U.S.C. §5596(b) in any case in which it is warranted.

D) The arbitrator shall have the authority to resolve questions of grievability and arbitrability and to interpret the explicit terms of this Agreement, agency policy, etc., as necessary to render a decision. He/She shall have no authority to add to or modify any terms of this Agreement or agency policy or regulations.

E) If a notice of arbitration is served by mail, it shall be deemed to have been received by the party no later than the fifth day following the postmark date.

### **Section 9 - Alternative Dispute Resolution.**

The Union and the Employer agree to jointly consider using Alternative Dispute Resolution (ADR) methods prior to entering into formal arbitration procedures. Potential alternative methods include mediation and expedited arbitration, but either party is free to offer up other alternative procedures also. Ground rules for ADR process will be agreed to in advance, and a written agreement delineating the procedures will be signed by both parties prior to commencing any ADR process.

### **Section 10 - Time Limits.**

Time limits set forth in this article may be extended by mutual consent of the parties. The parties will give strong consideration to agreeing to extend appropriate time limits when the employee, his/her representative, or the management official involved in the grievance process are absent from the District on leave or TDY.

Regardless of the mandatory response time listed in this Article, the Parties will use the minimum time necessary to resolve disputes.

## **Section 11 - Failure to Meet Requirements.**

Timely written requests for extensions of time throughout the grievance process shall be liberally granted.

A) Failure of the employee(s) or the Union to meet the prescribed time limits will constitute withdraw and termination of the grievance.

B) If the employer fails to meet the prescribed time limits for response to the grievance, the employer will provide a written explanation to the Union and the next step grievance official which details the reason(s) why the time standards were not met.

C) Failure of the agency to meet the timeliness agreed upon at step 3 of this Article, may result in the grievance being awarded the requested remedy, provided it conforms to law and can be processed.

At any phase of the grievance procedure, when the reply date falls on a non-workday, the reply date will automatically extend until the close of the next business day.

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## ARTICLE 8 - LEAVE POLICY

In this Article, *Tour of Duty* means: the hours of a day (a daily tour of duty) and the days of an administrative workweek (a weekly tour of duty) that constitute an employee's regularly scheduled administrative workweek.

All leave and scheduling will be in accordance with all applicable statutes and government wide regulations. Such as: 5 C.F.R. 630, 5 U.S.C. §6301, etc.

### **Section 1 - Sick Leave.**

A) Sick leave is a benefit of Federal employment. The parties recognize the importance of sick leave and agree that it is in the best interest of all employees to use sick leave properly. The employer agrees not to establish any program that discourages the legitimate use of sick leave.

B) Sick leave shall be granted to an employee who is incapacitated for the performance of his/her duties due to illness or injury, medical examination, emergency care, and for any other circumstance for which sick leave use is proper in accordance with regulations of appropriate authority. Government-wide regulations allow the Employer to grant sick leave only when supported by administratively acceptable evidence. Evidence which may be considered administratively acceptable for this purpose includes an employee's certification as to the reason for the absence, a medical certificate, or other forms of documentation.

1. For absences three (3) work days or less, completion of an OPM Form 71 may constitute acceptable evidence to support approval of sick leave except where the Employer has determined that additional evidence is necessary in accordance with 5 CFR 630.

2. For absences more than three (3) work days, evidence administratively acceptable for this purpose will be medical documentation which includes a statement as to the extent of the incapacitation and/or the restrictions and the need for the restrictions in accordance with 5 C.F.R. 630.

3. For absences to care for a family member, adoption/birth, or bereavement purposes, administratively acceptable evidence will be in accordance with appropriate regulations.

C) When requesting sick leave:

1. All L/D Locations: employees will notify their Supervisor as soon as possible, but not less than one (1) hour prior to the start of the day shift Monday-Friday and two (2) hours prior to the start of any other shift.

2. Fountain City Service Base: employees will notify their Supervisor at least one-half hour before the start of their shift.

3. Dredge/Floating Plant: Whenever the dredging plant is in transit, dredging, or otherwise in an operational status, dredge employees will notify their Supervisor or designee as soon as possible, but no later than one (1) hour prior to the start of the shift of the intent to use sick leave. In addition, the employee will contact the supervisor or designee six (6) hours prior to the start of their shift of the intention to use scheduled sick leave.

4. The supervisor will approve a sick leave request on shorter notice under extenuating circumstances when in his/her judgment a substantial, good-faith effort was made to provide sufficient advance notice or circumstances precluded the giving of notice. The Union will support the mission during manpower shortages and encourages employees to accept overtime when offered on any and all shifts.

D) In cases where a supervisor believes an employee may be abusing sick leave, the supervisor may review the employee's leave record and all other pertinent information available on the employee's leave usage. If the supervisor determines that improper use of sick leave may have occurred, the supervisor may counsel the employee regarding leave usage and may issue a letter of leave restriction, requiring medical documentation to support all future requests for sick leave. Sick leave restrictions will be reviewed every 180 days, and will be discontinued when it is determined that the improper usage has been corrected.

E) Employees may request up to 240 hours of advanced sick leave. Requests will be made in writing and submitted through normal supervisory channels prior to the date accrued sick leave will expire. The request will include a medical evaluation which specifies the recovery period and a prognosis for further treatment. The Employer will approve or disapprove such requests within one (1) week of receipt. Approval of advance sick leave is limited to cases where:

1. Serious illness or injury interrupts an employee's service; and,
2. All accumulated sick leave has been exhausted; and,
3. There is a reasonable expectation that the employee will be able to return to work and repay the advance; and,
4. The loss of the employee's services will not have serious negative impact on operating needs and mission accomplishment.

Sick leave will not normally be advanced to temporary or probationary employees. The employee may request use of the Voluntary Leave Transfer program in lieu of requesting advanced sick leave. The employer may consider requiring the use of any annual leave subject to forfeiture prior to approving advanced sick leave.

F) Employees who take sick leave when incapacitated by an on the job injury/occupational illness may subsequently "buy back" such sick leave when a claim for workers' compensation is approved, in accordance with law and regulations of appropriate authority.

## **Section 2 - Annual Leave.**

A) Annual leave is a benefit of Federal Employment. Employees have the right to use all annual leave they earn, or to accrue annual leave in accordance with the applicable statutes and government wide regulations. The Employer retains the right to determine when annual leave may be taken, by approving or not approving leave in accordance with the applicable statutes and government wide regulations. .

B) Employees may request annual leave at any time, for any number of hours, regardless of the shift or the time of year the employee is assigned to work. Normally, annual leave may be scheduled on the day shift. Requests for short notice leave should be held to a minimum. Supervisors will generally approve short notice leave unless there is a need for the employee's services for the period of time covered by the leave request.

C) Employees may be granted advanced annual leave up to the amount the employee may be expected to earn during the remainder of the leave year in accordance with law, rules, and regulations of appropriate authority.

D) Employees will receive any entitlement to premium pay, shift differential, or other appropriate pay while on leave that is authorized by law, rule or regulation.

E) Procedure for requesting annual leave: Both the Union and the Employer encourage employees to schedule their leave early in the year. The Employer agrees to notify the employee that a leave request (OPM Form 71) has been approved or denied as soon as possible. The procedure listed below will be used to schedule annual leave for all full time and seasonal staff. Leave scheduled through this process will receive priority consideration because it is scheduled or requested well in advance. Employees may schedule all, none or some of their annual leave through this process. Leave requested subsequent to this process will not be denied based on nonparticipation in this process and this leave will be approved or denied within 7 calendar days.

1) Dredge/Floating Plants. As an aid to equitable leave scheduling, prior to the operating season, , management will provide a calendar for all dredge/floating plants employees to submit the tentative dates that they anticipate taking annual leave for the entire operating season.

2) Lock and Dam Employees.

a. The leave schedule request form will be prepared for each site by the Employer and given to the employees by 1 November for the upcoming leave year. The leave schedule will be circulated independently among the bargaining unit employees in the same pay plan, series, grade and the same minimum seasonal agreement according to seniority, lottery, etc. as determined by the Union on a site by site basis. The first time the leave schedule is circulated, employees may select leave for a maximum consecutive leave period of two (2) weeks or two (2) work periods, defined as consecutive days of work between days off for rotational shift workers or those with uncommon tours of duty, up to 14 calendar days.

b. The leave schedule will be circulated a second and subsequent times, until employees have selected their planned leave. Employees may select additional days or blocks of leave which remain available. Such leave may be consecutive with leave selected previously. The Employer will then review the leave requests made on the schedule and notify employees of approval/denial of requests no later than the end of November. If an employee's request must be disapproved, the Employer agrees to offer other alternatives which may be approved.

F) Procedures for requesting annual leave, outside the procedures set forth in Section 2, Paragraph E of this section, the employer agrees that annual leave requests will not be denied based on the legitimacy of the request, shift assignment or the employee's entitlement to premium pay (e.g. night differential, holiday pay or overtime). The Union recognizes that accommodating employees' leave requests may impact the work schedules of other staff. Both employees and supervisors are encouraged to work together to schedule leave as far in advance as possible to give the employees what they want and to minimize overtime costs. Leave requests will be approved or denied as soon as possible, normally within 24 hours. For needs that arise with less time for notice, the employee and supervisor will work together to resolve the issue.

### **Section 3 - Filling in for Leave or Other Employee Absences.**

A. Dredge/Floating Plants: Changes that the employee desires to make to the leave schedule during the operating season should be requested as far in advance as possible. Generally, this will be provided at least 72 hours in advance of the start of the tour of duty during which the changed leave would take place. The employee would be notified as soon as possible of leave approval or denial. The captain of the vessel may make an exception to this rule.

B. Lock and Dam Employees: The lockmaster will oversee the process and has final approval authority for replacing absent employees. None of the steps below preclude the Lockmaster herself/himself from filling the shift if available. None of the below precludes the Lockmaster from denying the leave if there is a need for the employee to complete mission essential tasks. The employee desiring time-off may voluntarily swap shift or exchange days off with another qualified employee with prior supervisory approval. The employee has the lead in attempting to work out with other employees.

C. If a shift needs to be filled, there is sufficient time to provide at least seven (7) days' notice prior to the start of the administrative work week, and the Supervisor or his/her designee has determined that a replacement employee is needed, the Supervisor will fulfill the work requirement by changing the work schedule (s) of qualified Lock Operators.

D. The employer agrees to take appropriate action to restore annual leave in excess of the 240 hour maximum when employees are prevented from taking properly requested leave in accordance with law and regulations of appropriate authority. Employees must follow the normal leave restoration request procedures.

E) The Employer agrees to take appropriate action to restore annual leave in excess of the 240 hour maximum when employees are prevented from taking properly requested leave, in accordance with law and regulation of appropriate authority. Employees must follow the normal leave restoration request procedure.

F) Employees on annual leave who become ill or injured, or encounter other circumstances for which sick leave may be authorized, may request their time off be charged to sick leave instead of the previously-approved annual leave. To do so, the employee must follow the normal sick leave request requirements, including requesting the sick leave in advance.

G) Seasonal employees may use their use or lose leave to extend their seasonal work agreement in increments of 40 hours or 80 hours down to a leave balance of 220 hours.

#### **Section 4 - Excused Absence/Administrative Dismissals.**

Excused absence and administrative dismissal of unit employees will be in accordance with 5 C.F.R. 610, Subpart C, and the applicable CEMVP Severe Weather Dismissal policy.

A) Unit members who are prevented from reporting to work or from performing work due to inclement weather, hazardous conditions or natural phenomena may be authorized excused absence.

B) In accordance with applicable regulations, other matters for which excused absence may be authorized are blood donations, voting, Armed Forces medical examinations, military funerals, and those situations when the Employer must close a facility or work area due to emergency construction, repair, or other circumstances when the employee will not be permitted to report to work.

#### **Section 5 - Other Leave.**

A) Family Medical Leave will be granted in accordance with 5 CFR 630 and applicable regulations. Family Medical Leave consists of up to 12 weeks per year of leave without pay for the care of self or a parent, spouse, or child with a serious medical condition, adoption of a child, the birth and bonding with a child or for other purposes authorized by law or regulation. Sick or annual leave may be substituted in advance for any of this leave without pay in accordance with applicable regulations.

B) Sick leave may also be granted under 5 CFR 630 in accordance with Section 1 of this article for care of a family member, bereavement purposes, and adoption/birth of child (formerly referred to as family friendly sick leave).

#### **Section 6 - Military Leave.**

Military Leave will be granted in accordance with applicable laws, rules and regulations of appropriate authority.

**Section 7 - Timely Arrival for Work.**

The employee will be given a reasonable amount of time to report to work without a charge of Absent without Leave (AWOL) for delays due to traffic or other factors beyond the employee's control. The Agency will treat employees fairly and equitably in exercising its discretion to approve brief periods of tardiness without charge to leave.

## **ARTICLE 9 - WORK SCHEDULES AND OVERTIME**

### **Section 1 - Work Schedules - Lock and Dam Personnel.**

Work schedules for Lock and Dam personnel will be drawn up annually. A substitute schedule offered by a majority of the employees at any Lock and Dam site may be adopted in lieu of a schedule proposed by the Employer when negotiated between Management and the exclusive representative in accordance with applicable law and regulation. Flexible and compressed work schedules will be implemented in accordance with Article 10 and Appendix C. The Employer will comply with 5 CFR 610.121, 5 U.S.C §6101 and all applicable statutes and government wide regulations when making changes in the master schedule. The start and end of the navigation schedule shall be established on a site by site basis by the Locks and Dams Operations Manager, or designee in accordance with the above regulations.

### **Section 2 - Adequate Cleanup Time.**

The Employer will allow adequate time for personal hygiene and tool and equipment cleanup at the end of each shift except where this would disrupt normal work operations. Employees will continue to staff the mission until properly relieved at shift changes.

### **Section 3 - Regular Schedules.**

A) Regularly scheduled work is defined by regulation as work that is scheduled seven (7) days in advance of the administrative workweek. Employees will not be assigned to work non-established shifts without proper compensation for any hours worked above and beyond their normal tour of duty.

B) When employees are away from the site for part of the work shift, at training as an example, they would either return to the work site for the remainder of their shift or take leave. In cases where employees are expected to travel back to the work site, travel time would be considered part of their work shift.

### **Section 4 - Navigation Season – Lock and Dam Personnel**

During the navigation season, personnel who normally work only the day shift (0730-1600) will work the same hours as shift operators when scheduled as a lock operator for the full day shift. If a day shift worker arrives at his/her normal start time and is informed that he/she has to work as a lock operator, he/she will be relieved for a 30-minute lunch period if possible. If the workload does not allow a lunch period, then the employee will be appropriately compensated for their lunch period in accordance with law.

### **Section 5 - Overtime.**

If an employee scheduled for a particular shift is unable to report for work, due to illness or other causes, another employee not scheduled for work on that date normally will be called back for

overtime duty. This provision does not require the mandatory presence of a replacement employee. The Supervisor or his/her designee will consider the need for a replacement employee when safety factors or workload requirements are involved.

Whenever practical, the employee called back for overtime should be in the same occupational series and target grade as the absent employee. If no qualified employee in the same occupational series and target grade is available, the supervisor in charge must determine whether the shift should be split between the on duty employee and the employee scheduled for duty on the following shift or whether an employee in another occupational series should be called. This does not preclude the supervisor or other qualified staff from working the schedule mentioned in the above paragraph of this section.

If it is an extension (before/after) of shift up to four hours, employees in the same series of the absent employee may be used for any overtime needed. The supervisor has lead in coordinating changes.

A) The administration of overtime work is solely a function of management. The Employer, however, agrees that overtime shall be as fairly and equitably distributed as possible among qualified employees consistent with job classification and work requirements. Employees may request to be excluded from the voluntary overtime distribution or schedule. Employees who request to be excluded from the voluntary overtime assignments will only be required to work overtime when the Employer needs the services of the respective employee. It is understood that the employee may request compensatory time in lieu of overtime.

B) Employees who have left the work site upon completion of their normal tour of duty and who are then called back to work shall receive as a minimum, two (2) hours compensation at the appropriate overtime rate regardless of whether or not the employee is required to work the full two (2) hours. If the work time extends beyond the two (2) hours, the employee will be compensated at overtime rates for the total hours of overtime work performed.

Employees while on their time off who receive work related phone calls regarding technical advice shall receive overtime pay provided the work is of a substantial nature and management is able to verify that the work has in fact been performed.

### **Section 6 - Work Schedule Adjustments.**

A) Management can direct schedule adjustments in accordance with 5 USC §6101 and 5 CFR 610.121(b).

B) In accordance with 5 CFR 610.121(a), nothing in this Article prevents management from adjusting work schedules less than seven (7) days before the start of the administrative workweek when the employer determines that it would be seriously handicapped in carrying out its functions or costs would be substantially increased. If such a determination is made, management will provide the reasons for the determination to the union president.

C) Employees who have their schedule changed by the agency should not have to take leave as a result of the change by the agency. It is agreed upon by the agency that communication between the managers and the employees should be used prior to making a change to an employee's schedule.

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## **ARTICLE 10 - FLEXIBLE AND COMPRESSED WORK SCHEDULES**

The establishment or termination of Bargaining Unit Alternate Work Schedules shall be in accordance with the Federal Employees Flexible and Compressed Work Schedules Act of 1982, 5 USC §6120-6133 and all applicable statutes and government wide regulations.

### **Section 1 - Approval and Termination of Flexible and Compressed Work Schedules.**

A) Bargaining unit employees may be assigned to flexible or compressed work schedules in accordance with Statutes and government wide regulation of appropriate authority, the provisions of this Article, and District policy. The provisions of this Article take precedence over any conflicting provision of District policy. A negotiated alternate work schedule will take precedence over any conflicting District Policy.

B) Establishment of flexible or compressed work schedules under this Article will be negotiated between the Agency and the Exclusive Representative.

C) Termination or suspension of flexible or compressed work schedules will be as provided for under law. Temporary suspension of flexible and compressed work schedules may be made due to an emergency with notification to the union. As permitted by Statutes and Government wide regulations, established alternate work schedules shall not be terminated until all negotiations or appeals are complete in accordance with statutes and regulations.

### **Section 2 - Flexible Work Schedules.**

A) Eligibility: Bargaining unit employees who are assigned to work a regular administrative work week (daytime hours Monday-Friday) are eligible for flexible work schedules. Employees assigned to work fixed or rotating shifts are not eligible for flexible work schedules or credit hours.

1. Employees assigned to work rotating shifts include but are not limited to Lock and Dam Operators.

2. Employees assigned to work fixed shifts include but are not limited to: Lock and Dam Equipment Repairers, floating plant employees, Maintenance and Repair Section employees, and winter work crews, except when such employees are assigned to a compressed work schedule or request and are specifically approved for a flexible work schedule.

B) Definitions:

1. Flexible Schedule. A schedule which allows flexibility in arrival, departure, and lunch times.

2. Core Time. The hours during the workday when all employees must be present for duty unless otherwise officially excused. The Employer determines the core

time for each work site.

3. Flexible Time. The time during which employees may vary their arrival, departure, and lunch times. The employer determines the flexible time for each work site.

4. Basic Work Requirement. The number of hours, excluding overtime hours, which an employee is required to work or to account for by leave or otherwise. For full-time employees, the basic work requirement is 8 hours per day, and 40 hours per week, except as provided in Section 4, below. For part-time employees, the basic work requirement corresponds to the employee's part-time tour of duty.

5. Credit Hours. Non-overtime hours of work in excess of the employee's basic work requirement which are performed at the employee's option, with prior supervisory approval, so as to vary the length of a work week or work day. Credit hours may be worked in quarter-hour increments, and may be accumulated and retained for use to take time off, with advance supervisory approval, in the same or subsequent pay periods. Employees may not carry more than 24 credit hours over to succeeding pay periods.

C) Procedures:

1. The Employer will notify employees of the core time and flexible time at each work site.

2. Employees must request advance supervisory approval to work a flexible schedule, to earn credit hours, and to use credit hours. Employer will notify Union President or designee of flexible schedule request. Approval will be based on needs and statutory requirements.

3. Employees must follow the approved work schedule. Employees on a flexible work schedule may arrive at work within 15 minutes before or after the approved starting time without being considered late. The scheduled departure time will be flexed up to 15 minutes to accommodate this, and to assure that the full basic work requirement is completed. This 15-minute "grace" period is not available to persons assigned to a multiple-person project or crew where all project/crew members must start at the same time. This provision does not prevent supervisors from requiring employees to report for work at a specific time when there is a specific need for the employee to arrive at a designated time.

4. Employees working flexible schedules will document arrival, lunch, and departure times in accordance with local procedures for their worksite.

**Section 3 - Compressed Work Schedules.**

A) Eligibility: Bargaining unit employees may be assigned to compressed work schedules as Identified below.

B) Definitions:

1. Compressed Schedule. A schedule providing for completion of an 80-hour biweekly basic work requirement in less than 10 workdays. The following types of compressed schedules may be authorized on a case specific basis:

a) "4-10" Schedule. A schedule of 4 10-hour workdays each week of the pay period. The basic work requirement is 10 hours per day and a total of 40 hours per week.

b) "5-4-9" Schedule. A schedule consisting of eight (8) 9-hour workdays and one (1) 8-hour workday per pay period. The basic work requirement is nine (9) hours per day on scheduled 9-hour workdays, 8 hours per day on scheduled 8-hour workdays, and a total of 80 hours per pay period.

c) "7 on, 7 off, 12 hour days Schedule. A schedule used by the crew(s) of the Physical Support Branch, typically during high workload periods. The schedule requires four (4) crews to operate in rotation and results in four (4) hours of scheduled overtime per pay period.

d) "12 hour rotating shift" Schedule. Employees work a combination of 12, 10, or 8 hour days to make up an 80 hour pay period.

2. Other schedules may be established subject to negotiation between Management and the exclusive representative.

C) Procedures:

1. Employees must request advance supervisory approval to work an authorized compressed work schedule. Employer will notify the Union President or designee of compressed work schedule requests. Management approval will be based on operational needs and statutory requirements.

2. The full daily, weekly, and biweekly work requirement must be worked or accounted for by leave or other form of excusal. Overtime work is work in excess of the basic work requirement officially ordered in advance by the employer.

**Section 4 - Maximum Accumulated Credit Hours.**

Accumulated credit hours in excess of 24 are forfeited at the end of a pay period. Employees have primary responsibility for keeping track of accumulated credit hours, and assuring that the maximum carryover is not exceeded at the end of a pay period. Accumulated credit hours will be indicated on employees' Leave and Earnings Statements (LES). To prevent forfeiture employees who request approval to work credit hours which will result in an accumulation of more than 24 credit hours must also, at the same time, request approval to use the excess credit hours before

the end of the pay period. Approval to work such excess credit hours will not be granted where use of the credit hours during the same pay period cannot also be approved. If an employee fails to secure approval to use excess credit hours as provided above, the excess credit hours will be lost, without compensation, at the end of the pay period. If the use of excess credit hours received prior supervisory approval, and the employer subsequently places a work requirement on the employee which prevents the employee from using the excess credit hours during the pay period, the employee will be compensated for the loss of these excess credit hours in accordance with applicable laws and regulations.

#### **Section 5 - Overtime vs. Credit Hours.**

The parties agree that overtime hours are different from credit hours. Overtime hours are hours of work in excess of an employee's basic work requirement which are officially ordered in advance by management. Employees are entitled to overtime pay for overtime work in accordance with applicable provisions of law and regulation. Credit hours are hours that an employee elects to work, with supervisory approval, in excess of the employee's basic work requirement under a flexible work schedule. This work can only be performed on the employee's regular work days. Credit hours, in contrast, are hours of work in excess of an employee's basic work requirement which are worked at the employee's option with prior supervisory approval in order to vary the length of the work day or work week. The employer agrees not to request or coerce employees to volunteer to work credit hours in situations where overtime has been authorized, or is customarily authorized. This provision does not prevent or restrict the Employer from notifying or informing employee at any time about the availability of credit hours under this Article.

#### **Section 6-Hybrid Work Schedules.**

There is no authority to establish hybrid work schedules that borrow selectively from the authority for flexible work schedules and the authority for compressed work schedules in an effort to create a hybrid work schedule program providing unauthorized benefits for employees or agencies.

## **ARTICLE 11 - PERFORMANCE MANAGEMENT**

### **Section 1 - Application of Performance Evaluations.**

The Army performance management system will be applied to all union employees in accordance with applicable laws, rules and regulations of appropriate authority and this agreement.

### **Section 2 - Annual Performance Evaluations.**

Official performance evaluations will be done annually. Raters will discuss the responsibilities and performance standards with each employee during initial and midpoint counseling sessions.

### **Section 3 - Appraisal Review Period.**

Employees may retain their performance appraisal for a reasonable amount of time prior to signing appraisal. Employees' signature does not constitute agreement with the appraisal.

### **Section 4 - Performance Improvement Plan.**

Employees who are performing at an unacceptable level shall be given a minimum 90-day opportunity to improve. The performance improvement plan (PIP) will identify the specific deficiencies noted and will contain recommendations for improvement and assistance that is available. Should the employee need training, the employer agrees to provide appropriate training to assist the employee to reach acceptable level of performance. During this time, the supervisor will monitor and communicate with the employee his/her progress. If the employee's performance reaches an acceptable level, he/she will be informed in writing, and a new appraisal issued, if warranted. The employer will notify the employee that he/she has the right to request Union representation in the process in accordance with Section 6 of this Article.

### **Section 5 - Failure to Reach Acceptable Performance.**

Should the employee fail to reach an acceptable level of performance and the Employer elects to take a performance action such as reassignment, demotion, or removal, the employee will receive a Notice of Proposed Action at least 30 calendar days prior to any effective date. The employee will have ten (10) working days to respond to the proposed notice. The employee may be assisted by the Union in preparing their response should the employee so request.

### **Section 6 - Representation for Unacceptable Performance.**

The employer agrees to allow an employee to be represented at any performance based discussion between a supervisor and employee when the purpose of the discussion is unacceptable performance and the employee requests the presence of a Union representative. The employer may notify the employee of their right to representation at the meeting.

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## **ARTICLE 12 - EMPLOYEE TRAINING**

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

Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize that additional training may assist in the development of employees and help to maintain the competence of the workforce. The parties agree and recognize that the training and development of employees is important for efficient operations. The choice of subject matter, areas for training, selections and assignment of training priorities and the selection of employees to be trained is a function of the Employer. The Employer will seek to encourage learning, provide on-the-job training and off-the-job assistance for work-related training within available resources to develop needed skills. It is agreed that the Union, in the interest of employees, will assist in stimulating and encouraging employees to engage in work-related, self-development activities.

### **Section 2 - Wage Grade Career Development Plan.**

The method by which training requirements are identified and resources are allocated is described in the St. Paul District Wage Grade Career Development Plan. The Union and the Employer agree to abide by the terms of the plan. The Employer has the authority to make changes to the plan. The Employer agrees to update the plan as needed, post a copy at the worksite, provide a copy upon request to interested bargaining unit employees, and maintain a current copy of the plan on the District intranet site. The Union will designate a representative to participate as a member of the District training committee.

### **Section 3 - Individual Development Plan (IDP).**

It is the employee's responsibility to study the Employer's projection of future job openings and career ladders in the Wage Grade Career Development Plan and determine for himself/herself what his/her career goals are. It is the joint responsibility of the employee and the supervisor to determine the training that would best assist the employee in achieving career goals and to record training goals on an Individual Development Plan (IDP). This plan may include formal educational courses, on-the-job training, or home study courses. The second-line supervisor or his/her designee will review and approve the IDP for each employee. Training will be contingent upon needs of the Employer and the availability of necessary resources. Job-relevant training information will be located at each installation at an accessible place for all employees.

### **Section 4 - Self Development.**

The parties agree that each employee is responsible for applying reasonable effort, time, and initiative toward increasing his/her potential value through self-development activities. The parties, therefore, agree to encourage employees to take advantage of training and educational opportunities provided by the Employer or, at their own expense, training that will add to the skills and qualifications needed in their positions. The Employer agrees to consider the reimbursement of tuition and course materials incurred by an employee in attendance at work related courses on his/her own time. Such training must be either in the approved District

training plan or specifically approved in advance.

### **Section 5 - Use of Employer Resources.**

The Employer agrees to make available to all employees enrolled in approved training courses necessary academic equipment, 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 6 - Training Records.**

It is the employee's responsibility to keep a copy of their training certificate and notify their training coordinator of course completion. Employees may request a list of their completed training courses through their training coordinator.

### **Section 7- Employee IDP Evaluation.**

A) The parties understand that an employee's IDP should be jointly developed by the supervisor and the employee, in accordance with existing guidelines and regulations. The IDP will include training and self-development activities needed to develop, maintain, or improve employee performance, either in his/her current position, or in a position to which the employee can non-competitively progress (e.g., a position with known promotion potential for which the employee has already competed.) The IDP will be responsive to both the needs of the employee and the requirements of the District. The employer will make every effort to insure that IDP's are realistic and achievable and schedule training accordingly.

B) The following criteria will be used by the employer and the employee when developing an IDP and when approving or developing a training request. Training may be provided;

1. To improve a skill deficiency and subsequent job performance as documented through the performance appraisal, PIP, and/or IDP process;
2. When it is directly related to the employee's current job duties or to those duties the employee may be reasonably expected to assume through formal trainee assignments such as upward mobility, etc.
3. To enable the efficient and expedient accomplishment of new mission requirements;
4. As mandated by higher headquarters;
5. To update skills as required by new equipment and/or advanced technology;
6. In accordance with the availability of funds.

## **ARTICLE 13 - EQUAL EMPLOYMENT OPPORTUNITY**

### **Section 1 - Policy.**

A) The Employer and the Union affirm their commitment to the policy of providing equal employment opportunities to all employees and to prohibit discrimination due to race, color, national origin, religion, sex, age (40 and older), disability (mental or physical), genetic information and reprisal.

B) The Employer will advise the Union when an EEO settlement agreement with a bargaining unit member is proposed, whether the case arises from an individual complaint, a class action, or a consent decree and such agreement would result in an adverse change to working conditions or the conditions of employment of other bargaining unit members. Prior to the finalization of any such agreement to settle an EEO action, the Union will be given an opportunity to participate in the negotiation of settlement terms that would adversely impact working conditions or conditions of employment of other bargaining unit members.

### **Section 2 - Equal Employment Opportunity Program.**

The Employer's Equal Employment Opportunity Program shall be designed to promote equal employment opportunity in every aspect of the Employer's personnel policies and practices in accordance with applicable laws, rules, and regulations. Current EEO rules, regulations, and program policies will be made available on the EEO intranet site, through information brochures distributed to employees, by contacting the EEO Office, a Union representative or the Equal Employment Opportunity Commission (EEOC) website at [www.eeoc.gov](http://www.eeoc.gov).

### **Section 3 - Equal Employment.**

A) The Employer's Equal Employment Plan shall be designed to promote opportunities for all employees to contribute to the Employer's mission to the maximum extent possible, consistent with EEO principles. The Employer shall ensure that where there are situations of under-representation, proactive recruitment and development plans will be implemented. Towards this effort the Union will support recruitment activities to recruit underrepresented groups and provide a representative to serve on the Race and Ethnicity subcommittee of the Special Emphasis Program Committee.

B) The Employer is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans in accordance with applicable laws, government wide rules and regulations.

### **Section 4 - Information, Data, and Reports.**

A) The Employer agrees to provide bargaining unit employees, upon request, access to written information describing the discrimination complaints procedures and the organization's Equal Employment Plan.

B) The Employer agrees to post the photo, name, address, and telephone number of designated EEO Counselor(s).

C) The Employer agrees to provide the Union, upon request, recurring affirmative employment and workforce profile report data in statistical format in accordance with 5 U.S.C. §7114 (b)(4).

D) The Employer agrees to provide the Union, upon request, current/historical statistical information concerning discrimination complaints filed with the organization, in accordance with 5 U.S.C. §7114 (b)(4).

E) The Union agrees that information it is granted access to by the Employer, (e.g., through the Affirmative Employment Plan development process, report information, and/or discussions involving EEO settlement proceedings) will be maintained and disseminated in accordance with applicable confidentiality and Privacy Act restrictions.

### **Section 5 - Complaints.**

A) The Employer and the Union agree that unlawful discrimination and harassment in the workplace will not be condoned. Problems or complaints raised to the Employer will receive prompt and appropriate action in accordance with applicable law and regulations. Any bargaining unit employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference, dissuasion, and reprisal.

B) EEO Counselor(s) will fully advise bargaining unit employees who seek their assistance of the procedures (including a written document which provides time limits) involved in processing an EEO complaint under the statutory EEO complaints process. The EEO Counselor will also advise the bargaining unit employee of the right to file a grievance under the negotiated grievance procedure. If the bargaining unit employee elects to file a complaint, the employee must choose to file the complaint under the negotiated grievance procedure or the statutory EEO process but not under both.

C) If offered, the bargaining unit employee may elect to use the Employer's Alternate Dispute Resolution process. If this option is elected, the EEO counseling period will be extended no more than sixty (60) additional days. The employee's right to proceed in the EEO process is not waived by his/her election of the ADR option unless a settlement agreement is reached between the parties or the employee chooses to withdraw his/her complaint.

D) If the employee elects to pursue his/her grievance in the statutory EEO process, it is the employee's responsibility to comply with all requirements of the EEO process, (e.g., time limits, providing documentation, meeting with third-party officials).

E) If the bargaining unit employee chooses to pursue his/her concerns through the EEO statutory process, he/she is entitled to a personal representative of his/her choice. Union officials who serve as personal representatives will be treated as any other personal representative insofar as access to records and allowance of official time. Union officials who serve as personal

representatives will not act in their official union capacity and will not be representing the bargaining unit interests during that personal representation timeframe.

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## **ARTICLE 14 - EMPLOYEE ASSISTANCE PROGRAM**

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

The Employer shall institute an effective employee assistance program (EAP) meeting the requirements of applicable laws, rules and regulations. The Employer will post its written policy on the EAP on official bulletin boards at each work site where bargaining unit employees are working. The Union will also receive copies of the policy in sufficient numbers to supply each officer and steward with a copy. The EAP shall maintain an up-to-date listing of public and private facilities available for the treatment of medical, chemical and behavioral problems. The parties agree that no stigma will be associated with employees participating in the EAP. Confidentiality will be maintained in accordance with law and government-wide regulations.

A) Employees may contact the EAP for their own personal use or may be directed to the program by the Employer. Individual participation in the program is voluntary unless directed for mandatory assessment as part of a drug testing program or if such participation is incorporated as a requirement in a disciplinary or performance action as explained in Section 3 of this Article.

B) The Employer agrees to pay for up to three visits with an EAP counselor. Initial consultation and diagnosis will be on official duty time, if the employee is in a duty status and has been directed to the EAP by his/her supervisor. Additional visits are the financial responsibility of the employee.

C) Sick leave will be authorized for EAP visits to obtain assistance with conditions or problems for which sick leave use is appropriate according to law and regulation.

### **Section 2 - Objectives.**

The objectives of the EAP are:

A) Recognize that medical, chemical, and behavioral problems of an employee and/or members of his/her family can interfere with an employee's job performance. Employees with these illnesses shall receive the same consideration and respect as employees who may have other illnesses.

B) Acknowledge that such problems and illnesses can be resolved with proper treatment and the employee can return to high levels of productivity.

### **Section 3 – Directed Participation.**

Employees may be directed to the program by the Employer under the terms of a disciplinary or performance action and/or positive drug test. If an employee is offered and agrees to undergo treatment through the EAP in lieu of removal or other disciplinary action, satisfactory participation in a treatment program approved by the EAP, along with compliance with the other provisions of the agreement, will result in reducing or rescinding the proposed action in accordance with the terms of the agreement.

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## **ARTICLE 15 - MERIT PROMOTION AND PLACEMENT ACTIONS**

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

All promotions will be based on merit system principles and in accordance with applicable laws, rules and regulations of appropriate authority, and with this agreement.

### **Section 2 - Open Announcement Period.**

All unit employees will be given an opportunity to apply for all competitive promotions within the St. Paul District for which they are eligible. All announcements for permanent positions and temporary promotions over 120 days will be advertised for a minimum of ten (10) calendar days during which union employees may apply. Where circumstances warrant, management may post for less than ten (10) calendar days with prior notice provided to the union identifying the circumstances for the shorter term. Notification of all bargaining unit covered job announcements will be provided to the Union Officers to include the announcement number. All announcements will contain appropriate language and identify any special qualifications that may enhance the selection. Employees entitled to priority consideration will be referred automatically and need not apply in response to a vacancy announcement.

### **Section 3 - Retention of Documents.**

All documents used in any promotion and placement action will be retained, including matrices, records of interview assessments, and other documents required by law, rule or regulation. The servicing Civilian Personnel Advisory Center (CPAC) is responsible for maintaining the official record of the action, including such documents as the job announcement, open and close dates, and applications received, qualifications assessments, referral list and final selection. The selecting official is responsible for maintaining any documents related to the rationale for the selection, such as interview notes, panel recommendations, and supervisor references. Documents retained shall be sufficient to reconstruct the entire promotion/placement action. Such documentation shall be made available to the Union in the process of investigating a grievance or for other appropriate reasons, in accordance with 5 U.S.C. §7114(b)(4). These documents shall be maintained for a period of 1 year, or longer if a complaint has been filed, in which case the documents shall be maintained until the conclusion of the complaint including any appeals.

### **Section 4 - Priority Considerations.**

A) While it is understood that employees may not grieve non-selection, employees who grieve other aspects of promotion or placement actions and whose grievance is sustained will be entitled to one priority consideration for each selection made from the panel/roster of qualified candidates sent to the selecting official. The priority consideration will apply for positions of the same title, series, and grade as the position applied for.

B) When it is determined that an employee is entitled to priority consideration, the

employee will be afforded the opportunity to specify the position(s) (consistent with Section 4A above) and location(s) for which he or she desires to receive priority consideration. Referral will be made, automatically, for the next vacancy which is consistent with the employee's designated preference.

C) Employees entitled to priority consideration will have their name(s) submitted to the selecting official prior to any job announcement or advertisement for the position to be filled. The selecting official will review the qualifications of the employee receiving priority consideration. A decision not to promote the employee must be supported by written documentation, based on job related criteria. Employees who believe they have not received proper priority consideration may grieve through the negotiated grievance procedure.

**Section 5 - Non Selection Notification.**

Any applicant may request, from the selecting official, the reason(s) for his/her personal non-selection to include criteria used in making the selection. At the applicant's request, this information may be provided verbally and/or in writing.

## **ARTICLE 16 - DETAILS AND TEMPORARY PROMOTIONS**

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

A) Details and temporary promotions are tools of the Employer to fill positions on a short-term basis and when a permanent assignment is not practical or would not serve to promote the efficiency of the Government. Details and temporary promotions are not to be used as rewards or punishment for employees. Details and temporary promotions will be in accordance with applicable Statutes and Government wide regulations including 5 CFR 335.

B) Under normal circumstances, details and temporary promotions will be rotated among employees determined by the employer to be qualified and/or capable of performing the work, and whom the employer determines can be spared from normal work duties without harm to operating missions and functions. This provision pertains to rotation of separate periods. It does not require that single periods be split up among employees. The parties agree that the employer need not affect any rotation of details or temporary promotions that would result in any entitlements to travel expenses.

C) The union will be notified in writing of all temporary promotions and details, in advance when possible.

D) Employees are encouraged to seek feedback from the supervisor if they were not assigned to a temporary promotion or detail.

### **Section 2 - Definition of Details.**

A) A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time. There is no formal position change involved in a detail. Officially, the employee continues to hold the position from which detailed and keeps the same status and pay.

B) Details are not documented by official personnel actions. At the request of the detailed employee, the supervisor will prepare a brief memo to document a detail, including the position or duties to which the employee was assigned and the dates of the detail.

### **Section 3 - Definition of Temporary Promotions.**

A) A temporary promotion is the temporary assignment of an employee to a higher grade position for a specified period of time where the employee receives the pay of the higher grade position.

B) Assignments to higher grade positions for more than 30 days will be accomplished by temporary promotion if the employee meets all mandatory legal and regulatory eligibility requirements, including the appropriate qualification standards.

C) Employees who believe they have been denied a temporary promotion in violation of

Section 3(B) may have their complaint processed through the negotiated grievance procedure. Sustainment of their grievance will result in a retroactive temporary promotion and backpay for the period during which they were improperly denied temporary promotion.

D) Temporary promotions for qualified and eligible bargaining unit employees will take effect on the 31st day that an employee is assigned to perform the duties of a higher graded job. This includes an employee who has been officially detailed to a higher graded position for 30 consecutive days or an employee who has been assigned and performed all the duties of a higher graded position for 30 consecutive days. At which time the employee will receive retroactive pay back to the first day of the assignment.

E) A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures and the fact that might lead to a permanent promotion was made known to all potential candidates. Reference 5 CFR 335.103.

#### **Section 4 - Involuntarily Demoted Employees.**

Employees who are involuntarily demoted in the Agency without personal cause or who are in grade retention status are entitled to consideration for re-promotion before using the competitive procedures. This applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

## ARTICLE 17 – REASSIGNMENTS

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

A) Reassignment means a change from one position to another, without promotion or demotion, while the employee is serving continuously within the same Agency. All reassignments will be documented in the employee's electronic Official Personnel File (eOPF).

B) All directed reassignments will be in accordance with applicable laws, rules or government wide regulations and this agreement. Involuntary reassignments will not be used as a form of punishment for an employee exercising rights or entitlements established by law, rule or regulation of appropriate authority. Directed reassignments will not be used as a reward except as may be provided for in any law, rule or regulation of appropriate authority.

### **Section 2 - Reassignment Notification.**

When an employee has been directed by management to be permanently reassigned to a new duty station, which will require a change in transportation arrangements, the employee will be provided a written notification at least fifteen (15) workdays in advance of the change.

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## **ARTICLE 18 - TRANSFER LIST**

At any time, bargaining unit members may submit their resume to the Union for inclusion on a Transfer List. Under this procedure, they will be considered for a noncompetitive transfer to a position/location for which they meet the qualifications. The employee's qualifications and eligibility will be determined by the CPAC prior to selection. Only transfers that are noncompetitive under regulations of the U.S. Office of Personnel Management are authorized under this article. The Union will maintain a current Transfer List on the District INTRANET and managers will review the list prior to filling any vacancy at their site. Positions that management designates as seasonal will be filled on a seasonal basis regardless of a transfer candidate's current status or employment preference, except any permanent non-seasonal employee transferring under this procedure will retain their non-seasonal status if they have been notified that their position is being eliminated. While the transfer procedure ensures consideration of an employee for noncompetitive selection to another site/position, management retains all options to make the selection utilizing procedures and criteria that best serves the overall interests of the organization. Employees selected under the transfer procedure will move to the new location/position at their own expense. If management does not select an employee from the transfer list, feedback about the reason for non-selection will be provided at the employee's request.



## **ARTICLE 19 - TEMPORARY DUTY (TDY)**

### **Section 1 - Employees Required to Travel.**

Union employees required to travel will be afforded the full entitlement authorized by the Joint Travel Regulations (JTR); 5 CFR 550 and 551 and any other applicable laws, government-wide and/or agency regulations. Travel entitlements may vary based on travel circumstances. Employees are encouraged to work with their supervisor in order to make determinations on entitlements for travel.

### **Section 2 - Travel Outside of Normal Commute.**

A) The normal commuting area for an employee's home duty station will be a 25-mile driving distance of the employee's normal duty station.

B) To the maximum extent practicable, TDY travel time will be scheduled during the employee's normal duty hours. When travel for TDY purposes is required on the employee's non-duty day, the employee will, to the maximum extent practicable, be permitted to travel during hours which correspond to the employee's normal duty hours. Should an employee be required to travel outside of his/her normal duty area in a temporary duty status, his/her official hours of work will be determined in accordance with statutes and government-wide regulations.

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## **ARTICLE 20 - SEASONAL LAYOFF AND RECALL AND OFF-SEASON HIRING**

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

This article describes the procedures which will be used in conducting seasonal placement in non-pay status (referred to herein as "layoff"), and return to duty (referred to herein as "recall"), of seasonal employees to their permanent positions. This article also describes the procedures that will be used for off-season hiring.

All seasonal work will be in accordance with but not limited to 5 CFR 340.402

### **Section 2 - Advance Notice Period Requirement.**

Employees will be provided as much advance notice as possible of seasonal layoff and recall. Layoff notices will be in writing, and will normally be provided at least two weeks in advance. Recall notices may be in writing or by phone, and normally will be provided at least 7 days in advance. If less notice is given, the union will be provided the reasoning in writing. Employees will inform supervisors of any changes in phone number or address. It is advisable for employees to also provide a personal email address prior to layoff.

### **Section 3 - Order of Layoff and Recall.**

When employees of the same pay plan, series, grade and the same minimum seasonal agreement at the same duty site are not all laid off or recalled at the same time the following procedure will be used to determine the order of layoff:

A) It is intended that competition for layoff/recall will be held only among employees having seasonal employment agreements guaranteeing the same minimum amount of work each year.

B) Volunteers will be solicited. Seasonal employees volunteering for layoff under these circumstances will be considered as involuntarily placed in a non-pay status for unemployment compensation and other employment purposes.

C) If there are insufficient volunteers other employees will be selected for layoff based on their respective Service Computation Dates for leave. The Service Computation Date used will include credit for civilian and appropriate military service. Employees whose most recent performance appraisal is less than Successful Level 3 will lose five (5) years' service credit from their Service Computation 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.

D) 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 service computation dates (as defined in Section 3C) rather than being recalled first. Employees unavailable for work within

seven (7) calendar days of receiving the recall notice will be moved to last place on the recall list.

#### **Section 4 - Extensions of Seasonal Work Agreements.**

Based on operational needs, an employee's seasonal work agreement may be extended based on the process outlined in Section 3.

#### **Section 5 - Variations for Scheduled Training.**

Minor variations to this procedure may be made to facilitate employees' attendance at necessary training sessions.

#### **Section 6 - Yearly Seniority List for Layoff.**

The Employer will provide the Union President a copy of the seniority lists to be used by 1 November each year via e-mail.

#### **Section 7 - Seasonal Layoff.**

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. All information concerning unemployment and benefits will be coordinated through the Army Benefits Center-Civilian. Employees are responsible for fulfilling all obligations concerning his/her benefits, i.e. health insurance, dental, vision, etc. to ensure appropriate processing.

#### **Section 8 - Off Season Hiring Procedures.**

A) Nothing within this Section will preclude permanent seasonal employees desiring a seasonal layoff from being placed in seasonal layoff status for the off season.

B) When additional staffing from the St. Paul District is necessary to accomplish tasks during the winter seasonal layoff, seasonal personnel from within Operations Division (Physical Support Branch, Locks & Dams, Recreation & Natural Resources, etc.) will have the opportunity to compete for all available positions. If the off-season work is a dewatering of a navigation lock and dam, then Maintenance and Repair personnel would not be required to compete for the positions but instead would have their seasonal position agreements extended.

C) All qualified applicants from within Operations Division will be considered for the available positions for which they have applied, but are not guaranteed selection. If additional staffing is required after consideration of all Operation Division applicants, then traditional merit promotion hiring procedures will be utilized to fill any remaining temporary positions.

NOTE: When performing work within the St Paul District, the order of priority placement for filling all off season work will be:

1) the most senior qualified personnel with the applicable skill set with a duty station at the work site requiring work,

2) all other applicants within the St. Paul district.

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## **ARTICLE 21 - REDUCTION-IN-FORCE**

### **Section 1 - RIF Authorities.**

All Reduction in Force (RIF) actions will be conducted in accordance with applicable laws, rules and regulations of appropriate authority, and this agreement.

### **Section 2 - Notification of the Union.**

A) Employer agrees to notify the Union President as soon as a Reduction in Force is being considered which affects bargaining unit employees. The notice will contain the reasons for the reduction, the competitive area, the type and probable number of positions to be reduced and the approximate date the action is to be taken.

B) The Union will be notified when RIF authority is granted so that negotiations over the impact on bargaining unit employees may begin. Employees will be issued specific notices at least 60 days prior to the effective date of the RIF.

C) Prior to the issuance of specific notices to employees, the Union will be provided a list of names and classifications of Unit employees affected by the Reduction In Force.

### **Section 3 - Employer Responsibilities.**

To the extent feasible and provided these actions do not violate any law, rule or regulation, the Employer agrees to do the following:

A) Maximize the use of attrition to reduce the number of adverse actions due to RIF.

B) Insure that all managers/supervisors have issued annual performance appraisals when due and that this information is forwarded to the appropriate office for use in developing retention rosters.

C) The Employer agrees to maintain sufficient documentation to provide for accurate tracking of the movement of employees generated by the RIF.

### **Section 4 - Retention Rights.**

When retention registers are prepared which affect bargaining unit employees, the Employer agrees to provide a thorough briefing to two employees, named by the Union, on RIF procedures, the use of retention registers and bump and retreat rights of employees. The purpose of this briefing is to provide the Union with informed representatives who will be able to assist employees who receive a RIF notice. Employees receiving a specific RIF notice may request to be accompanied by an informed union representative when reviewing their retention rights/competitive level and other positions for which they may be qualified. To review and discuss their retention standing and rights, they may contact the Civilian Personnel Advisory Center. Specific details on arrangements for employees to review their competitive levels and

positions for which they may be qualified will be agreed to between the Union and the Employer. Employees who receive specific RIF notices will be provided the following information as applicable:

- A. The action to be taken, the reasons for the action, and its effective date;
- B. The employee's competitive area, competitive level, subgroup, service date, and annual performance ratings of record received during the last 4 years;
- C. The place where the employee may inspect the regulations and records pertinent to this case;
- D. The reasons for retaining a lower standing employee in the same competitive level;
- E. Information on reemployment rights;
- F. Employee placement assistance, priority consideration for vacant positions in accordance with 5 CFR 351 and information regarding registration in appropriate placement programs; and
- G. Grade and pay retention.

#### **Section 5 - Appeals.**

Employees may appeal adverse actions resulting from a RIF only to the Merit Systems Protection Board (MSPB). Notification of the adverse action given to an employee will contain appropriate appeal rights and procedures.

#### **Section 6 - Use of Details for Re-Training.**

The Employer agrees to consider the use of details for retraining employees affected by RIF and to explore placement opportunities with other Federal agencies and area employers that may assist displaced employees. The Employer may consider waiving initial qualification requirements, in appropriate situations and subject to applicable regulations, so that employees being separated may be placed in vacant positions in which they can be expected to successfully perform within a reasonable amount of time.

## **ARTICLE 22 - REORGANIZATIONS/REALIGNMENTS**

### **Section 1 - Notification in Writing.**

The Union will be notified of a planned reorganization/ realignment that impacts one or more bargaining unit employees and will be given a copy of the reorganization proposal. The Union may request negotiations as appropriate on the impact and implementation of the reorganization/realignment.

### **Section 2 - Grade/Pay Retention.**

Employees assigned involuntarily to a lower grade position will be entitled to grade retention and pay retention if they meet the minimum eligibility requirements specified in appropriate law and regulation.

### **Section 3 - Solicitation of Volunteers for Reassignment.**

When the reorganization results in employees being reassigned to a position with less advancement potential, the Employer agrees to solicit volunteers from among qualified employees. Absent any qualified volunteers, the Employer agrees to select the least senior of qualified employees. The employee involuntarily reassigned will have priority consideration to their old position or to a position with equal advancement opportunities as the position they left.

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## **ARTICLE 23 - HEALTH AND SAFETY**

### **Section 1 - Responsibility of Employer.**

The Employer shall maintain an effective occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA); Executive Order 12196; 29 CFR Part 1960, Department of Labor Rules and Regulations; AR 385-10 and EM 385-1-1. The Employer shall make every effort to provide and maintain safe working conditions and to take all possible care to assure that conditions detrimental to health are removed, remedied, or kept to an absolute minimum. The Union shall support the safety and health program and encourage employees to adhere to the established regulations and otherwise perform their respective duties in a safe manner. Union representatives shall receive official time to participate in any activities under this Article in accordance with Article 6 of this agreement.

### **Section 2 - President or Designee Appointment to Safety Committee.**

The Employer agrees to appoint the Union President or designated representative to the District Occupational Safety and Health Committee.

### **Section 3 - Safety and Health Meetings at Work-sites.**

The Employer and the Union agree to encourage the supervisors and Union representatives at each work site to meet when the need arises and discuss safety and health problems observed by the supervisors or Union representatives or brought to their attention by other employees.

A) These meetings may result in the matter being referred for study where the environmental conditions appear to not be in consonance with OSHA or considered to be potentially harmful or injurious to the health, safety, or comfort of the employees.

B) These representatives may be asked to investigate, report, and recommend corrective action for unsafe working conditions referred to them by the employer.

C) A written record shall be maintained by these representatives of all actions taken under this section.

D) In all of their activities these representatives shall have access to, and be provided copies of, agency information relevant to their duties, including information on the nature of and the hazards associated with substances present in the work place.

E) If a union representative is not satisfied with an agency's response to a report of hazardous working conditions, he/she may request an evaluation and/or inspection from the District Safety Office.

#### **Section 4 –Safety Inspections.**

The Employer will conduct scheduled and unscheduled site inspections in accordance with applicable laws and regulations. For scheduled inspections, the site manager will notify the site steward or alternate (or if not available, the Union President or designee) and the representative will be afforded an opportunity to accompany the inspector. Any safety violation discovered during safety inspection will be acted on in accordance with OSHA, Army, and Corps of Engineers policy. A list of safety deficiencies that are not corrected within 30 days after being identified will be posted on the bulletin board at the site inspected and a copy furnished to the site steward. The purpose of these inspections will be to: identify any environmental conditions inconsistent with applicable law or regulations; investigate reported problems; and identify potentially unsafe or unhealthful conditions or work practices. Upon request, the Employer agrees to provide the Union with a single copy, sanitized as required by the Privacy Act, of all reports of safety inspections, and reports of mishaps and of occupational illness, if available, and within the limits of prevailing laws and regulations. Requests will be limited to reports created within the previous year.

#### **Section 5 - Health and Safety Policies.**

A) The Employer agrees to provide required personal protective clothing, safety shoes, boots, prescription safety glasses, equipment and safety devices for employees engaged in activities requiring such items consistent with standards promulgated under OSHA, the most current version of EM 385-1-1, and district policy and to replace glasses that have been lost or damaged in the course of employment through no fault of the employee. An employee may replace existing glasses if their current glasses have become unserviceable from normal wear and tear or there has been a change to the employee's prescription. Replacement due to loss or abuse will be reviewed on case-by-case basis to determine if the government or the employee will be responsible for paying for replacement of the glasses. Consideration will be given to employees with special requirements for corrective shoes with proper medical documentation.

B) The Employer shall post and keep posted a notice or notices informing employees of the protections and obligations provided for in OSHA and applicable U.S.C.G. regulations.

C) The supervisor retains the right to assign outdoor work that he/she deems necessary in accordance with EM-385-1-1. However, he will give consideration to the type, amount and necessity of non-essential work assigned outside when the temperature is below minus five degrees Fahrenheit or the wind chill is below minus fifteen degrees Fahrenheit.

D) The Employer shall encourage employees to work safely. Employees are responsible for working safely and are required to report to their supervisor/leader any recognized and observed unsafe or unhealthful conditions and any imminent significant threat to safety or health. The supervisor will advise the employee and/or Union representative of his or her conditions appraisal, corrective action and implementation time. If the supervisor will not recognize or timely correct any alleged unsafe condition, the employee or Union representative shall report the condition to the District Safety Office, who will investigate the allegation within 36 hours upon receipt of notification. If it is determined by the Safety Office that an unsafe condition

exists, then a posting will immediately be made notifying all employees of this condition. Once posted, it must be corrected in the minimum amount of time possible within the ability of the Employer to correct. The Employer agrees that no employee will be subject to any restraint, interference, coercion, discrimination or reprisal as a result of an employee reporting an alleged unsafe/unhealthful practice or condition.

E) 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 and/or safety, he/she should report the circumstances to the immediate supervisor/leader and if available a Union steward or appropriate Union representative. If the supervisor agrees a hazard exists, work will cease in the area the unsafe practice or condition affects if it poses an immediate threat to life, health, or property pending resolution of the problem. If the parties involved cannot agree to the proper remedy, the supervisor/leader will refer the problem to the next higher supervisor or to the District Safety Office. Employees may request to be assigned to other work by the supervisor in charge of the operation until an alleged unsafe or unhealthful condition can be concurred to by the District Safety Office. Reassignment is at the sole discretion of the responsible supervisor and will be made based on their understanding of the seriousness of the alleged conditions and the priority to accomplish the mission.

F) Prior to requiring an employee to work on a hazardous job or machine, the Employer will ensure the employee has received the appropriate safety and operational instruction in accordance with appropriate law and government-wide regulations.

### **Section 6 - Reporting of On-the-Job Injuries.**

An injured employee must notify his/her supervisor of a job related injury, no matter how slight, as soon as possible but not later than 30 calendar days after the injury. Compensation may be denied if notice of the injury is not given within the 30 calendar day period or if the immediate supervisor has no actual knowledge of the injury. In the event of a grievous injury when the employee is unable to properly file a claim, the supervisor will complete and submit the necessary forms. A written claim for compensation must be filed within three (3) years of the injury in order for compensation to be paid.

The Employer will, as soon as the injury is reported, supply the employee with copies of the appropriate Office of Worker's Compensation Programs (OWCP) forms, and assist the employee to properly complete the form. The Employer shall process and promptly forward the OWCP employee and Employer documentation required if the employee elects to file a claim. In addition, the Employer will make information on the rights and options under the Federal Employees Compensation Act available to employees.

### **Section 7 - Discussion of Safety Issues**

Safety issues will be discussed at the request of either party at Union-Management meetings. The District Safety Officer or designee will attend, if possible, when advance notice has been given that safety is to be discussed.

### **Section 8 - EM 385-1-1.**

Upon each revision of EM 385-1-1, a hardcopy will be sent to all field sites and floating plants to include one hardcopy sent to the Union trailer.

### **Section 9 - Employee Health and Wellness.**

The Employer and the Union agree that it is in the best interest of the government to have employees in top physical and mental condition. In accordance with appropriate regulations, the Employer will review existing programs and will determine if a need exists to establish a more comprehensive health program.

The Employer will encourage employee participation in preventive health/wellness and fitness programs. The employer will continue to provide health education to encourage employees to maintain personal health and provide those specific disease screening examinations, physicals, and immunizations that the Employer determines to be necessary.

### **Section 10 - Safety Meetings/Employee Training.**

The employer will provide mandatory safety instruction that directly applies to the safe performance of the employee's job duties, to include the Position Hazard Analysis (PHA) and Activity Hazard Analysis (AHA), if applicable. Tool box safety meetings shall be held on a weekly basis or as determined necessary by the employer. All employees on duty are expected to participate in safety meetings. Off-duty employees will be furnished a record of the meeting, safety literature, tapes or films and their signature requested for the record. Every effort will be made to provide safety information to stimulate productive safety meetings. The Union steward or alternate at each worksite where the safety meetings are held are encouraged to arrange and conduct two safety meetings each year.

### **Section 11 - Hazardous Substance Exposure.**

A) The employer and the Union agree that exposure to hazardous substances such as asbestos and lead based paint can result in adverse health impacts and should be avoided. The employer will promptly investigate any reports, determine whether a threat to health exists, and abate any hazardous substances that present a threat. The Employer will ensure that all employees exposed to hazardous substances or environmental conditions at or above an approved OSHA action level, in effect at the time of the exposure, will be provided all medical evaluations required by OSHA at no cost to the employee. The employee shall have full access to their medical files maintained by the employer, industrial hygiene sampling records maintained by the employer and may request copies of said records from the employer.

B) The employer agrees to comply with the requirements of OSHA, 29 CFR 1910.101 and 40 CFR to prevent exposure of any employee to asbestos. While the employer has taken measures to eliminate asbestos from the workplace the possibility exists that asbestos may be present at some work sites. The employer agrees to make available to employees handouts that provide information on how to identify potential asbestos containing substances in the

workplace. Employees are encouraged to notify their supervisor of the suspected existence of any asbestos containing substances in the workplace.

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## **ARTICLE 24 - AWARDS**

All awards will be in accordance with 5 USC §4501, 5 CFR 451, and 5 CFR 430. Management will provide the union a copy of the Operation Division's annual awards budget.

### **Section 1 - Eligibility.**

All unit employees will be eligible to participate in the Employer's Incentive Awards Program. The program will be administered in accordance with appropriate laws, rules and regulations of appropriate authority and this agreement. The Employer agrees not to change the present awards program without giving the Union an opportunity to bargain to the extent permitted by law.

### **Section 2 - Awards Program.**

When employees are recommended for performance-based awards, the issuance of such awards will be based on the Awards program in effect at the end of the employee's rating period. Examples of awards are Performance, Special Act, On-the-Spot, Time Off, Apparel, Army Ideas for Excellence (Suggestion) and Safety awards.

### **Section 3 - Awards Committee.**

The Employer agrees to appoint the Union President or designated representative to the District Incentive Awards Committee to represent the interests of the bargaining unit.

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## **ARTICLE 25 - USE OF OFFICIAL FACILITIES AND SERVICES**

### **Section 1 - Meeting Space.**

The Employer will provide facilities at each lock and dam site or Fountain City Service Base for use by the Union in holding meetings with unit members once a month, upon seven (7) days oral or written notice to the Assistant Chief of Operations Division or designee. Employees on duty at the meeting site will not be permitted to attend.

### **Section 2 - Bulletin Boards.**

The Employer recognizes the bulletin board as a means of the Union communicating with its bargaining unit its views on policies effecting conditions of employment. The employer will provide a bulletin board at each work location i.e.: Dredge Quarters Barge, General Warren, Mess hall etc. The bulletin board will be located in a common area and will be approximately 15sq. ft. i.e.: 3x5 4x4. The union bulletin board will contain information such as: Union transfer list, membership benefits, LM forum minutes, etc. Any information posted that is inappropriate and/or inflammatory may be removed by either party. In the event management removes any information, it will be provided to the Union along with the reason for removal. The expression of the Union's views will not be inflammatory or scurrilous nor will they name specific individuals by name. The Steward or designee at each site will be responsible for posting Union notices in a neat and orderly fashion and for removing notices that are no longer current or applicable.

### **Section 3 - Counseling Space.**

The Employer agrees to provide space at each work location on an as needed basis, for the use of an employee and a Union representative that will afford privacy to counsel the employee with respect to appropriate matters.

### **Section 4 - Office Space.**

In the event that the union's current work space becomes unavailable, the Employer will provide a work space approximately 200 sq. ft. This space will be at or near the Union President's worksite (at or near the Fountain City Service Base if the Union President is not employed at a Lock and Dam site). The office space shall be used only for labor-management relations activities. The Employer shall provide the following at no cost to the Union:

- Internet Service and Wi-Fi, where available, for government equipment
- Electric hookup and service;
- Telephone hookup and local telephone service;
- Reimbursement for up to \$50.00 per month for long distance phone calls required for representational activities; reimbursement will be made upon receipt of an itemized bill

for long distance calls.

- Appropriate heating and air conditioning equipment, including installation;
- Moving the trailer or office space to a new location when there is a change in Union Presidents, or when the Union President is reassigned to a different location.

No signs, other than one with the name of the Union, may be posted on the trailer's exterior. The Union shall be responsible for security, cleaning, and care of the office, and the Union President will have full property accountability for the union office and all Employer-furnished office furniture and equipment, in accordance with appropriate regulations. The Employer reserves the right to enter the Union office at reasonable times, accompanied by a Union representative, to assure compliance with property regulations and with the provisions of this Article or for other good reason. The Union shall provide the Employer with a key to the office for this purpose. The Employer reserves the right to relocate the office space, at Employer's expense, when conditions make such relocation necessary.

#### **Section 5 - Office Equipment.**

The employer agrees to provide the following office equipment for the office described in Section 4 above: 3 desks, 3 desk chairs, 1 table, 6 chairs, 2 locking file cabinets, telephone, multifunction fax/photocopier/printer/scanner, 2 District compatible personal computers (including at least 1 laptop), and paper shredder. The union shall be responsible for maintaining the equipment in good working condition. All repair, replacement, or upgrade requests must be in writing through the site supervisor where the union office is located.

The Employer will provide up to \$500 per year for all office supplies (i.e.: toner, paper, staples, etc.). Office supplies will be requested through the Mississippi River Project Office (MRPO).

#### **Section 6 - Access to Employer's Mail System.**

The Union shall have access to the Employer's mail system for Union officials to send material concerning representational business, at no cost to the Union, to the District Office and to the Corps of Engineers facilities located at Fountain City, Wisconsin.

#### **Section 7 - Access to Employer's Electronic Mail System.**

The District agrees to provide access to the District Intranet for the Union Officers and the Union trailer.

#### **Section 8 - Access to Employer's Phone System.**

Use of existing telephone facilities by Union Officers and Stewards is permitted for the administration of this agreement within the boundaries of the St. Paul District. Supervisory approval must be obtained for all calls. The mission of the District must remain the first priority for granting time away from the work site to make telephone calls. All toll calls will be logged

by the callers and are to include a record of the individual called, number called, date, and purpose of the call. The Union President or designee is authorized to make long distance calls to an Arbitrator or the FLRA in carrying out his/her representational duties. In the absence of an on-site steward, worker(s) may call another Steward or Union official. The Union shall specify in sufficient detail the purpose of the call (but not to the extent that the right to privacy of the grievance is compromised) so as to permit Management to determine if the call was made in the administration of the Agreement.

### **Section 9 - Reference Material.**

The Employer agrees to provide electronic access to the JTR, District regulations relating to working conditions, Memorandum of Understandings (MOU) and access to all other pertinent legal/regulatory/policy material for research purposes. Upon reasonable advance request where such use will not unduly interfere with Employer's need to use such publications, hardcopies of these materials may be provided. Employer agrees to provide a hard copy of the 5 CFR.

### **Section 10 - Bargaining Unit Roster.**

The Employer will provide the Union a roster of bargaining unit employees, including name, position title, duty location, and temporary or permanent appointment, a semi-annual basis.

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## **ARTICLE 26 - NEW EMPLOYEES**

A representative of the Union at the site will be afforded an opportunity to meet with new employees privately for a reasonable amount of time to give the employee a copy of the labor agreement, a roster of Union officers and stewards with their work locations and telephone numbers, and other appropriate representational matters. The time shall not be used to solicit Union membership. The Union representative will be notified of the assignment of all new employees. The Employer will provide all new permanent employees information on the Army Benefits Center, health insurance, life insurance, U.S. Savings Bonds, Thrift Savings Plan, automated (telephone or web-based) information sites, and other related programs.

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## **ARTICLE 27 - UNIFORMS**

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

The Employer desires to present a positive, professional, businesslike image of the Corps of Engineers to the public, industry, and others. The Union will support the Employer's efforts to assure that employees' appearance helps present such an image.

### **Section 2 - Maintenance.**

Where uniforms are required employees will assure that uniforms are worn properly, and properly cared for, so as to present a favorable image of the Corps of Engineers. Blue jeans may be worn as part of the uniform regardless of whether they are provided through the uniform contract or are purchased by employees.

### **Section 3 - Annual Uniform Allowance.**

All bargaining unit employees required to wear uniforms shall be entitled to a uniform allowance according to law, rule and regulation of appropriate authority.

### **Section 4 - References.**

The policies and allowances for uniforms shall be in accordance with ER 1130-2-520, Chapter 7, Uniforms for Lock and Floating Plant Operations and Maintenance Personnel, and ER 1130-2-550, Chapter 14, Natural Resources Management Maintenance uniforms, and with the District implementation policy developed within the District/AFGE Local 1441 Partnership Council.

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## ARTICLE 28 - CONTRACTING

### **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.

### **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.

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## ARTICLE 29 - VOLUNTARY ALLOTMENT OF UNION DUES

### **Section 1 - Voluntary Allotment of Union Dues.**

Eligible employees covered by this Agreement may authorize an allotment of their pay for the payment of dues to the Union as prescribed below:

A) The Union agrees to maintain a supply of SF-1187, available online at [www.opm.forms](http://www.opm.forms), "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

B) The Union accepts the responsibility of informing and educating its members concerning the program for the allotment of dues, its voluntary nature, and the uses and availability of SF- 1187 and SF-1188.

C) The Treasurer or other authorized officer of Local 1441 will certify on each SF-1187 that the employee is a member in good standing in the Local 1441 and will insert the amount of dues to be withheld.

D) The Treasurer of the Union is responsible for submitting the completed SF-1187 to the payroll servicing office of the Employer.

E) Allotments will be effective at the beginning of the first full pay period after receipt of SF-1187s by the payroll servicing office, if possible.

F) The Union hereby agrees to immediately notify, in writing, the payroll servicing office of any change in the name and/or address of the Union.

G) The Union will promptly notify the payroll servicing office, in writing, when a member of the Union is expelled or ceases to be a member. The Employer will terminate the allotment if an employee leaves the unit on a permanent basis through an official personnel action.

H) The Employer hereby agrees to have the payroll servicing office prepare a remittance check/Electronic Funds Transfer (EFT) at the close of each pay period for which deductions are made. The check/EFT will be for the total amount of dues withheld for the pay period. The Employer agrees to provide this service without charge to the local or members and to continue this service regardless of contract status as long as the local holds exclusive recognition. This check/EFT will be forwarded to the Secretary/Treasurer or designated bank account of Local 1441 whose name and/or account number will have been furnished the Employer.

I) The Agency further agrees to submit a listing of the members and amounts withheld. The list will also include the names of those employees for whom allotments have been permanently or temporarily stopped and the reason therefore; e.g., moved out of the unit, separation, LWOP, insufficient income during pay period.

J) A member may voluntarily revoke his or her dues allotment by completing SF-1188 and submitting it to the District Office. Revocations submitted during the first year after the dues allotment was started will be made effective the first full pay period following the end of the first year the allotment was in effect. Thereafter revocations will be made effective the first full pay period following March 1.

K) A change in the amount of an allotment for the payment of dues to Local 1441 may not be made more frequently than once each 12 months.

L) An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer or other personnel action, upon loss of exclusive recognition by the labor organization, when the Agreement is suspended or terminated by an appropriate authority outside the Department of Defense, or when the employee has been suspended or expelled from the Union. Where an allotment has been terminated due to a temporary promotion to a position outside the bargaining unit, the Employer agrees to automatically resume the allotment when the employee returns to his or her position of record within the bargaining unit. Neither the employee nor the Union will be required to take any action to effect the resumption of the allotment.

M) Each party will accept responsibility for the termination of dues of Union members. The Employer, when employees leave the bargaining unit on a permanent basis or when in receipt of a properly completed 1188. The Union upon termination of a unit member's status for failure to maintain membership in good standing. In other financial disputes over dues deductions between a Unit member and Union exclusively, the Union will assume the financial responsibility.

## **ARTICLE 30 - UNFAIR LABOR PRACTICES**

### **Section 1 - Written Notice.**

The Union or the Employer will provide written notice to the other party and confer prior to filing an Unfair Labor Practice (ULP), stating the basis for the ULP and identifying the section of 5 USC §71 which was allegedly violated. The parties will meet and confer in an attempt to resolve the issue as soon as possible, but no later than 14 days following the notification unless mutually agreed. The results of the meeting will be provided to all parties via written correspondence. This requirement in no way prevents the party from filing the unfair labor practice after the parties confer.

### **Section 2 - Filing a ULP.**

The notice described in Section 1 above will be filed with the District Commander or the Local Union President.

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## **ARTICLE 31 - WAGE SURVEYS AND SPECIAL WAGE SCHEDULE**

### **Section 1 - Union Participation.**

A) 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.

B) In the event a wage survey is conducted within the St. Paul District, the Union will be notified and afforded the opportunity to designate a representative to participate in the wage survey process.

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## **ARTICLE 32 - EFFECTIVE DATE AND DURATION OF THE LABOR AGREEMENT**

A) This Agreement shall be effective upon approval by the Defense Civilian Personnel Management Service, or on the 31st day after the Agreement is executed by the Commander of the St. Paul District and be in effect for five (5) years. This Labor Agreement supersedes all prior written agreements regarding subjects addressed in Articles of this contract. Both parties understand that there are practices that they are unaware of that are inconsistent with the labor agreement, management intends to enforce the labor agreement. It shall be automatically renewed for periods of one year thereafter unless either party gives notice of their desire to renegotiate the Agreement.

B) If either party wishes to renegotiate this Agreement, they shall give written notice at least 60 calendar days, but not more than 120, prior to the expiration date of this Agreement. This Agreement, and any supplements negotiated in mid-term bargaining will also be terminated upon proper decertification of the Union as the exclusive representative of the unit.

C) Subject to written notice of the proposing party, either party may initiate the renegotiation of any specific provision of this contract. The initiating party must set forth in writing the proposal for negotiation. In the event of renegotiation, the procedures outlined in Article 33 will apply.

D) The parties agree that any time a law or government wide regulation changes and a provision of the law or regulation conflicts directly with a provision of the contract, the conflicting provision will be renegotiated to bring it into compliance with the law or regulation.

E) Any subsequent Memoranda of Understandings (MOU) developed through Union-Management and/or Partnership meetings are subject to agency head review within 30 days of execution in accordance with 5 U.S.C. §7114(C).

F) Either party may negotiate the ground rules for the Labor Agreement up to one (1) calendar year in advance of the expiration of the current Labor Agreement.

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## **ARTICLE 33 – MID-TERM BARGAINING**

Midterm bargaining is all bargaining that takes place during the life of this contract including bargaining, union or management initiated midterm bargaining, bargaining over changes to conditions of employment, and bargaining over changes resulting from law and government-wide regulations.

### **Section 1 - Changes in Conditions of Employment.**

A) The employer shall provide advance notice to the Union President or designee prior to implementing new policies or substantive changes to policies involving conditions of employment of bargaining unit employees. Management's notice will contain a formal proposal regarding new policies or changes in existing policies. The employer agrees to forward, along with the notice, a copy of documentation relied upon to propose the change(s) in working conditions of employment. All notification to the union is for the purpose of exercising its full rights to bargain.

B) If the Union has questions concerning management's proposal, such questions will be raised to the appropriate point of contact (POC) within ten (10) calendar days. If the Union wishes to bargain, counter proposals will be provided to management within 14 days. If the union does not have questions, the union counter proposal must be submitted no later than 20 calendar days from the receipt of management's proposal.

C) If the union does not provide this notification and its written counterproposals within the required 20 calendar day period or approved extension, management may implement its proposals.

D) In the event the union wishes to negotiate as provided in Section 1, negotiations will begin within 14 calendar days of the receipt of the union's proposal, unless this timeframe is changed by mutual agreement.

### **Section 2 - Changes to the Contract.**

If either party proposes to renegotiate a specific provision of the contract in accordance with Article 32, the proposing party will provide written notice containing a formal proposal to the other party. Within 20 calendar days of receipt, the other party will provide either a written counterproposal or notice of declination to negotiate unless an extension has been granted. Negotiations will begin within 14 calendar days of receipt unless this timeframe is changed by mutual agreement.

### **Section 3 - Ground Rules.**

The ground rules for bargaining mid-term changes as described in Sections 1 and 2 above are as follows:

A) Negotiations will be done in a face-to-face meeting whenever possible. If both

parties agree, negotiations will occur via telephone. Management will provide the venue for mid-term bargaining negotiations.

B) The union will be entitled to have the same number of representatives at mid-term bargaining as management.

C) Reasonable official time for preparation for mid-term bargaining will be granted at the time it is requested.

D) If face-to-face negotiations are required, they will be conducted on a weekday during normal duty hours allowing for travel to and from the meeting, until such negotiation is complete, unless such time is changed by mutual agreement.

## **ARTICLE 34 - RECORDS OF COMMUNICATION AND AGREEMENTS**

### **Section 1 - Communications.**

Both parties recognize Email notifications from the Union and to Management the same as “written notification” between parties. Email notifications from the Union will be sent by the Union President to the District’s designated representative, the Assistant Chief of Operations Division, with a copy furnished to the CPAC Labor Relations Specialist. Email notifications from Management will be sent to the Union President with a copy furnished to the other Union Officers. The date of transmission of the Email message will serve as determining the date of the written notification. Notifications will be sent to the parties’ work Email address unless the parties agree to use an alternate address. Requirements for written notifications of third parties, e.g. the Federal Labor Relations Authority will follow the rules of that party. The Union President and/or the Assistant Chief Operations may designate others to act as their representative to send or receive such communications. Communications addressed as confidential will not be shared without permission of the sending party.

### **Section 2 - Distribution.**

A) The Employer will provide 75 copies of this agreement to the Union for distribution. This agreement will also be available on the District Intranet. Employees may print and bind a copy of this agreement at their respective work site. Supplies will be provided by the Employer.

B) The site supervisor will provide a copy of the Federal Almanac each even year and place it in the work site common area.

### **Section 3 - Document Size.**

The Employer agrees to the printing of the Agreement in booklet form 8 1/2 inches by 11 inches. The cover will carry the symbol of the Corps of Engineers. Above the symbol it will state (centered) LABOR AGREEMENT BETWEEN THE UNITED STATES ARMY, CORPS OF ENGINEERS, ST. PAUL DISTRICT AND LOCAL 1441 OF THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (AFL-CIO).

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## **ARTICLE 35 – DRUG / ALCOHOL FREE WORKPLACE**

A) The worksites covered by this Agreement are alcohol and drug-free workplaces. The following activities are strictly prohibited at sites/plant units:

1. The possession or consumption of alcoholic beverages.
2. The possession, use, manufacture, distribution, or dispensing of a controlled substance.
3. Reporting for duty in an impaired condition due to use of alcohol or drugs.

B) The District will follow Department of the Army and Corps of Engineers regulations, including EP 600-1-3 or any successor policy, and U.S. Coast Guard regulations for floating plant personnel for establishing and operating an alcohol and drug testing program for positions identified as testing designated positions.

C) Reasonable suspicion drug testing. Employees who have a verified positive test result, refuse to furnish a urine specimen, or fail to report for testing as directed, will be: 1) immediately taken out of their testing designated position through reassignment, detail, or other personnel action and 2) referred to the Employee Assistance Program (EAP). In addition, employees may be separated from the Federal service, demoted, or reassigned according to applicable regulations.

D) Prior to being identified by other means, employees who are currently using illegal drugs are encouraged to voluntarily identify themselves to their supervisor and obtain counseling or rehabilitation assistance. Doing so could result in no penalty or a reduced penalty. However, employees who do not refrain from illegal drug use during or following counseling or rehabilitation and subsequently test positive, will be considered to have committed a second offense and removal from service will be proposed.

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## **ARTICLE 36 – NEPOTISM**

Everything in this article will be in accordance with applicable statutes and government-wide regulations.

A public official may not appointed, employ, promote, advance, or advocate for appointment, employment, promotion, or advancement, in or to a civilian position in the agency in which he/she is service or over which he/she exercises jurisdiction or control any individual who is a relative of the public official. An individual may not be appointed, employed, promoted, or advanced in or to a civilian position in an agency if such appointment, employment, promotion, or advancement has been advocated by a public official, serving in or exercising jurisdiction or control over the agency, who is relative of the individual. 5 USC §3110(b)

“Relative” means, with respect to a public official, an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister. 5 USC §3110(a)(3)

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## **ARTICLE 37 - DISCIPLINE AND ADVERSE ACTIONS**

### **Section 1 - Statement of Purpose and Policy.**

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, as determined by the Employer. As a general guideline, the Employer embraces the concept of progressive discipline, except in situations where circumstances warrant either harsher than the usual penalty or rapid removal of an employee from the workplace. (For example, violent or threatening behavior, or serious criminal behavior)

### **Section 2 - Timeliness of Discipline.**

The Employer will initiate disciplinary or adverse action, within a reasonable time after the offense was committed or made known to the Employer.

### **Section 3 - Investigative Interviews.**

A) Before proposing and/or effecting formal disciplinary action against an employee of the bargaining unit, Supervisors shall attempt to ascertain all pertinent fact both for and against the employee.

B) When the supervisor becomes aware of possible misconduct he/she may, at his/her discretion, investigate the matter with appropriate staff members. Such investigation, where applicable, shall be accomplished in private with the employee(s) and the employee(s)'s representative(s), if requested.

1. If Union representation is desired, no further questioning will take place until the representative is present.

C) When all the facts have been gathered and disciplinary action appears to be in order, a proposed discipline thereof, as applicable, will be given promptly to the employee in accordance with the procedures set forth in 5 CFR and this Contract. If representation is desired, no further discussion concerning this matter will take place with the employee until the representative is present.

D) Interviews and inquiries shall be conducted privately and in such a manner as to minimize any personal embarrassment to the affected employee(s). Further, if the supervisor has reason to counsel or discipline an employee, such shall be accomplished privately in a manner that will not embarrass the employee(s) and in accordance with Section 6 of this article.

### **Section 4 - Union Interviews.**

A) The Union shall have the right to interview any consenting employee it deems necessary to investigate any disciplinary and/or adverse actions taken against a bargaining unit employee. Further, the Union shall have the right to examine and receive copies of all

material/evidence relied upon in taking the action, including, but not limited to the laws, rules, regulations, and table of penalties used in each disciplinary and/or adverse actions.

B) Management shall have the right to examine and receive copies of all material/evidence produced by the Union's investigation. The agency may request the above information from the union president or his/her designee. This request must include how the agency will use the information and particularized need.

### **Section 5 - Related Material.**

All supporting documents, including, but not limited to Regulation, Public Law, etc., relied upon for formal disciplinary or adverse actions will be attached to the notice of the proposed action or letter of reprimand when presented to the employee.. Any material/evidence used in support of the action against the employee will be provided to the employee or his/her representative if one is designated.

### **Section 6 - Counseling.**

Counseling sessions conducted by supervisory and/or management officials with unit employees may be recorded on the Supervisor/Employee Counseling Record Form and a copy provided to the employee.

### **Section 7 - Off-Duty Conduct.**

In taking disciplinary/adverse action for off-duty conduct, the Employer will establish a nexus between the off-duty conduct and the efficiency of the service.

### **Section 8 - Notices of Proposed Actions.**

Should the Employer decide to take any disciplinary action (excluding a letter of reprimand) or adverse action (suspension, reduction in grade, reduction in pay, furlough of 30 days or less, or removal) it shall:

A) Inform the employee in writing of his/her right to respond either orally and/or in writing to the deciding official.

B) The employee shall have at least seven (7) work days to reply 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 USC 7513 (b)(1) and 5 CFR 752.404(d)(1) and (2). These exceptions in general are:

- 1) Due to the agency having reasonable cause to believe that the employee has committed a crime that for which a sentence of imprisonment may be imposed.
- 2) For furlough without pay due to unforeseeable circumstances, such as: sudden

breakdowns in equipment, acts of God, or sudden events requiring the immediate curtailment of activities.

### **Section 9 - Notices of Final Decision.**

The Employer's final decision for any disciplinary or adverse action (suspension, reduction in grade, reduction in pay, furlough of 30 days or less, or removal) shall:

A) Provide a written final decision to take disciplinary/adverse action to the employee or his representative if any, and the Union's President or his designee.

B) Inform the employee, in writing, of the reasons for taking such action(s) and appropriate consideration given the Douglas Factors.

C) Inform the employee, in writing, of his right to union representation.

D) The Employer's decision will be in writing and based solely on the reasons (charges) specified in the notice of proposed action and shall consider any reply of the employee and/or his representative made to a designated official.

E) Inform the employee, in writing, that he may appeal or grieve the final decision via the negotiated grievance procedures, Merit System Protection Board, Office of Special Counsel, Federal Labor Relations Authority, and Equal Employment Opportunity Commission, whichever are applicable. Normally, except in cases involving the possibility of discrimination, he may only use one appeal avenue.

F) Provide on the final decision letter of disciplinary action a space for the employee to sign, indicating that his signature is acknowledging receipt only.

G) Advise the employee of his/her right to use duty time to review the material relied on to support the final decision, and to secure affidavits or other written statements.

### **Section 10 - Decisions on Proposed Actions.**

The deciding official is the individual who makes the final decision to issue a suspension, removal, or other disciplinary or adverse action(s) as defined in applicable regulations. After carefully considering the evidence and the employee's response and any mitigating factors, the deciding official may, but is not required to:

A. Withdraw the proposed penalty;

B. Mitigate to a lesser penalty;

C. Institute the proposed penalty;

D. Offer the employee an alternate form of discipline.

## **Section 12 - Kalkines.**

Kalkines warning grants employees “use immunity,” which means that any truthful statements made in response to the investigation are immune from subsequent use in a criminal prosecution against them.

In an interview involving possible criminal matters, where prosecution has been declined by the appropriate authority, an employee will be required to answer questions only after the Agency representative has informed the employee that his/her statements concerning the allegations during the interview cannot and will not be used against the employee in a subsequent criminal proceeding, except for possible criminal charges for any false answers given during the interview, and that the employee's failure or refusal to answer interview questions may result in disciplinary or adverse action by the agency.

## **ARTICLE 38 – DREDGE/FLOATING PLANTS**

All dredge and floating plant operations will be in accordance with all applicable statutes and regulations and this Labor Agreement.

### **Section 1 - Shift Change.**

The immediate supervisor will notify employees of the designated pick up time and location with as much advanced notice as possible. Employees on the Dredge will be considered in a pay status upon arrival at the designated pick up location at the time set by their immediate supervisor. A pick-up location is a designated meeting point specified by the supervisor from which they will be transferred to the dredge plant for duty. Employees who voluntarily board the Dredge earlier than their designated pick-up time will not be considered in a pay status until their regularly scheduled shift starts. Daily commuting during the employee's work week will be done on the employee's time; therefore, employees will not be compensated for travel between the agreed upon pick-up location and the duty station after the first day of the scheduled work week. When management directs ongoing and off going shifts to overlap to facilitate the transition, employees will be properly compensated in accordance with statutes and government-wide regulations.

### **Section 2 - Schedules.**

Management will provide proper notification and rationale to the union to allow for I&I bargaining, if the union requests, when switching between the negotiated work schedules listed in Article 10 – Flexible and Compressed Work Schedules.

When the dredge is not in the St. Paul District, the 7 & 7 schedule will typically apply. Exceptions can be made on a case by case basis after I&I bargaining obligations have been met.

### **Section 3 - Stewards Department and Meals.**

A) Preparation and serving operations will be carried out under sanitary conditions and in accordance with health and sanitation recommendation of the United States Public Health Services and applicable regulations. Reference but not limited to ER 1125-2-307, 5 USC §5947, EM 385-1-1.

B) Management agrees that it is in the best interest of the employees that the galley and mess areas are kept sanitary. A proper amount of time will be allotted to ensure this is accomplished.

C) Qualified personnel will serve all meals.

D) The food for the night meal will not be solely based on leftovers.

E) Any member of the Steward's Department required to prepare, serve and clear meals

shall, with supervisory approval, be authorized overtime if they work beyond their regularly scheduled shift.

F) Employees may request food modifications.

#### **Section 4 - Dredge Movements.**

When leaving the St. Paul District, the employees will be given as much advance notice as possible.

#### **Section 5 - Transportation.**

The employer agrees, whenever practical, to place the quartering facilities where they will be accessible to two-wheel drive vehicles. When this is not possible, the Employer agrees to ferry employees to and from a designated landing site that is accessible to two-wheel drive vehicles.

At the employee's request, the employee will be returned to the designated pick up point at which they were instructed to report to at the beginning of their work week. They will be transported to the location on government time and by a government furnished transportation.

When an employee is directed to report to a temporary duty location, he or she will be entitled to travel entitlements such as: official duty time and government transportation, if applicable, as per the Joint Travel Regulation (JTR).

#### **Section 6 - Use of Facilities and Corps Intranet.**

A) The employer recognizes the benefit of employee to use all forms of information technology to communicate and conduct official business. With advance supervisory approval, the employer provides the tools, training and duty time to access such tools to the degree required for official business. It is recognized that some information technology usage is required for job performance. Employees are responsible to utilize available training and resources to assist in the accomplishment of official activities.

B) With advance supervisory approval, the employer will provide floating plant employees with sufficient time to check and maintain their federal government e-mail, trainings, Common Access Card, and other government requirements while on government time.

C) Access will be provided to all employees in an equitable manner. Employees whose normal duties would require a relief person will be provided with such relief, if available. In the event that operational needs preclude the employee from accessing services, the supervisor will provide an alternate time.

## DEFINITIONS

### **Accrued Leave.**

The leave earned by an employee during the current leave year that is unused at any given time in that year. Reference 5 CFR 630.201(b).

### **Accumulated Leave.**

The unused leave remaining to the credit of an employee at the beginning of a leave year. Reference 5 CFR 630.201(b).

### **Administrative Workweek.**

Any period of seven consecutive 24- hour periods designated in advance by the head of the Agency under 5 U.S.C. §6101. 5 CFR 610.102(b). Establishment of work schedules is addressed in 5 USC §6101 and 5 CFR 610.121(a).

### **Adverse Agency Impact.**

In the Context of Flexible or Compressed Work Schedules Under 5 USC 6131.

Means: 1) a reduction of the productivity of the agency; 2) a diminished level of services furnished to the public by the agency; or 3) an increase in the cost of agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule). 5 USC §6131(b).

### **Adverse Actions.**

Any suspension for more than 14 days, removal, reduction-in-grade or pay, furloughs of 30 days or less. 5 CFR 752.401(a).

### **Alternative Work Schedule (AWS).**

Both flexible and compressed work schedules. See 5 USC §6120-6133.

### **Amendments.**

Modifications of this Labor Agreement to add, delete, or change portions, sections, or articles of the Agreement.

### **Basic Work Requirement.**

The number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. For full-time employees, the basic work requirement is 80 hours per biweekly pay period. A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.

### **Bargaining Unit Employees/Employees/Workers.**

Those individuals covered by this negotiated contract.

### **Biweekly Pay Period.**

The two-week period for which an employee is scheduled to perform work.

**Collective Bargaining/Negotiations.**

Performance of mutual obligation of Employer and Union to negotiate in a good faith effort to reach agreement concerning conditions of employment of Unit employees. Negotiations may be conducted by any form of dialogue, e.g., oral, written, electronic transfer, or telephone. 5 USC §7103(a) (12).

**Collective Bargaining, Collective bargaining agreement, and Exclusive Representative.**

These terms have the same meanings given in 5 U.S.C. §7103(a)(12), (8), and (16), respectively, in the case of any unit covered by chapter 71 of title 5, United States Code. In the case of any other unit, the definition of these terms corresponds to those applicable under the personnel system covering that unit.

**Compensatory Time.**

Time off, with pay, in-lieu of overtime pay for irregular or occasional overtime work.

**Compressed Work Schedule (CWS).**

Means: 1) In the case of a full-time employee, an 80-hour biweekly basic work requirement that is scheduled by the Agency for less than 10 workdays; and 2) In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by the Agency for less than 10 workdays and that may require the employee to work more than eight hours in a day. 5 USC §6121(5).

**Conditions of Employment.**

Conditions of employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise affecting working conditions. It does not include policies, practices, and matters – (A) Relating to political activities prohibited under Subchapter III of Chapter 73 of Title 5; (B) Relating to the classification of any position; or (C) To the extent such matters are specifically provided for by Federal statute. 5 USC §7103(a)(14).

**Core Hours.**

The time periods during the workday, workweek or pay period that are within the tour of duty during which an employee covered by a flexible work schedule is required to be present for work.

**Confidential Employees.**

An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations. 5 USC §7013(a)(13).

**Contract/Agreement.**

This negotiated agreement.

**Credit hours.**

Any hours within a flexible work schedule which are in excess of an employee's basic work requirement and which the employee elects to work so as to vary the length of a workweek or a

workday. 5 USC §6121(4).

**Detail.**

See Article 16 – Details and Temporary Promotions.

**Designee.**

Any person who is assigned, in writing by the Activity's Head or the Union President, the authority and power of either the Activity's Head or the Union President, respectively.

**Disciplinary Action.**

Discipline may be informal or formal. Informal actions include oral and written measures used to communicate the rules and expectations to employees to correct their behavior and to put them on notice of possible consequences (progressive discipline) if they commit another offense in the future. Formal actions include letters of reprimand, suspension, change to lower grade and/or pay, and removals. See AR 690-700, Chapter 751 Discipline.

**Family Member.**

For purposes of Annual and Sick Leave, the following relatives of the employee: (a) Spouse and parents thereof; (b) Children, including adopted children and spouses thereof; (c) Parents; (d) Brothers and sisters, and spouses thereof; and (e) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. 5 CFR 630.201(b).

**Flexible Hours (or “flexible time bands”).**

The times during the workday, workweek or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work site consistent with the duties and requirements of the position.

**Flexible Work Schedule (FWS).**

A work schedule established under 5 U.S.C. §6122, that: (1) In the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by this Agreement; and (2) In the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by this Agreement.

**Impasse.**

The inability of the employer and the union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process. See 5 USC §7119.

**Internal Union Business.**

See 5 USC §7131(b). Employees representing the union cannot be on official time when doing activities including, but not limited to: soliciting union membership, voting or campaigning for internal union elections, etc.

**Leave Year.**

The period beginning with the first day of the first complete pay period in a calendar year and

ending with the day immediately before the first day of the first complete pay period in the following calendar year. 5 CFR 630.201(b).

**Management Official.**

An individual employed by an Agency/Activity/Employer in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency/Activity/Employer. 5 USC §7103(a)(11).

**Medical certificate.**

Means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment. 5 CFR 630.201(b).

**Midterm bargaining.**

See Article 33 – Mid-term Bargaining.

**Past Practices.**

Past practice is dependent on the circumstances. Factors one would look at to determine whether a past practice exists may include that the practice was consistently exercised over a significant period of time and followed by both parties, or followed by one party and not challenged by the other.

**Official Duty Station.**

As defined in 5 CFR 550.1403, the geographic area surrounding an employee's regular work site that is the same as the area designated by the employing agency for the purpose of determining whether travel time is compensable for the purpose of determining overtime pay, consistent with the regulations in 5 CFR 550.112(j) and 551.422(d) and JTR Appendix A, Part 1: Definitions.

**Official Time.**

Time granted to Union officials, representatives, or stewards for representational purposes without being charged to employee's leave or resulting in loss of pay, providing the employee would otherwise be in a duty status. 5 USC §7131.

**Qualified.**

Recognized as capable to perform a specific job or task. Having the necessary skill, experience, or knowledge to do a particular job or activity as determined by the agency.

**Reassignment.**

Means a change from one position to another, without promotion or demotion, while the employee is serving continuously within the same Agency. Because they are permanent, all reassignments will be documented in the employee's OPF.

**Seasonal Employment.**

See 5 CFR 340.402.

**Statute.**

The Federal Service Labor Management Relations Statute, Chapter 71 of Title 5, United States Code.

**Supervisor.**

An individual employed by an agency having the authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment except that with respect to any unit which includes firefighters or nurses the term “supervisor” includes only those individuals who devote a preponderance of their employment time to exercising such authority. 5 USC §7103(a)(10).

**Temporary Duty (TDY).**

Refers to a United States Government employee travel assignment at a location other than the employee's permanent duty station.

**Tour of Duty.**

The hours of a day and the days of an administrative workweek that constitute an employee's regularly scheduled administrative workweek. 5 CFR 610.102.

**Written.**

Anything that has been reduced to writing, including hard copies or electronic files such as email.

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**APPENDIX A - GRIEVANCE FORM**

THRU: \_\_\_\_\_  
(Name of Union Steward or designated representative)

THRU: \_\_\_\_\_  
(Name of immediate supervisor)

TO: \_\_\_\_\_  
(Name of appropriate second step official, org. address)

FROM: \_\_\_\_\_  
(Name of employee, work location, & telephone extension)

SUBJECT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. I, \_\_\_\_\_, request consideration of my grievance. The following conditions gave rise to my grievance:

- A. \_\_\_\_\_
- B. \_\_\_\_\_
- C. \_\_\_\_\_

2. Describe the nature of the grievance as it affects you (the manner in which the provision(s) of the Agreement or Employer's personnel policies, practices, or working conditions have been violated and its effects on the grievant):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Additional evidence the employee desires to submit to support complaint:

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4. Identify the date, name of the supervisor and verbal decision at Step 1:

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5. What personal remedy or result is desired to correct the grievance:

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6. If the area steward for your work location is authorized to represent you, what is his/her name and telephone extension:

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\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**APPENDIX B**  
**REQUEST FOR OFFICIAL TIME FORM**  
**AFGE Local 1441**

Section 1. (Employee)

Name \_\_\_\_\_ Location \_\_\_\_\_ Union position \_\_\_\_\_

I request the use of \_\_\_\_\_ hours of Official Time for the following reasons(s):

- |  |  |
|--|--|
| a. ____ Office hours (BD)                    | e. ____ Representation for adverse action (BK) |
| b. ____ Union/Mgmt meeting (BD)              | f. ____ Informal grievance/complaint (BK)      |
| c. ____ Partnership meeting/ task force (BD) | g. ____ Formal grievance/appeal (BK)           |
| d. ____ Contract Negotiations (BA)           | h. ____ Mid-Term Bargaining (BB)               |

Other (explain) \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_  
From \_\_\_\_\_ to \_\_\_\_\_

- Alternate Location (if different from union trailer): \_\_\_\_\_  
 Same day travel requested (no per diem)  
 Overnight travel and per diem requested

Requested by (signature) \_\_\_\_\_ Date \_\_\_\_\_

Section 2. (Supervisor)

\_\_\_\_ Approved \_\_\_\_ Disapproved (If disapproved, give reason and alternate date and time)

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Section 3. (Assistant Chief Operations Approval) Required for all overnight travel, official time that involves more than one union official, and for national union training.

\_\_\_\_ Approved \_\_\_\_ Disapproved (If disapproved, give reason and alternate date and time)

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Section 4: Verification of Time Used:

Official Time used: \_\_\_\_\_ hours Date(s) used: \_\_\_\_\_

Supv Comments: \_\_\_\_\_

\_\_\_\_\_

Supv initials: \_\_\_\_\_

**Send original to employee's timekeeper to be filed with the employees' official timesheet.**

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**APPENDIX C**  
**LOCK AND DAM 12 HOUR SHIFTS**

Everything in this Appendix will be in accordance with all statues, government-wide regulations, and this Labor Agreement.

Management will consider the adoption of 12-hour shifts by Head Operators (HO) and Lock Operators (LO) at any St. Paul District Lock and Dam Sites subject to the following provisions:

A) Management and the Union have negotiated a process for the adoption of a 12-hour schedule at any L/D where the Head Operators (HO) and permanent seasonal Lock Operators (LO) request such consideration. The request must be filed, in writing, by the Union President or designee, with the Lockmaster at the site. As part of the implementation process, a trial/test of 12 hour shifts shall be conducted at the requesting lock and dam. The trial/test will be conducted for a full navigation season (approx. 8 months). Prior to starting the trial/test a confidential vote of all HO and permanent seasonal LO staff at the site will be conducted jointly by the Lockmaster and Union designee. If at least 70 percent of the HO and permanent seasonal LO personnel support conducting a trial/test of 12-hour shifts, management will approve the request unless management determines there is an adverse impact (5 U.S.C. 6131 (b)). At the request of the Union and at least 70 percent of the Head Operators at the site, the trial/test may also include part or all of the non-navigation season. Locks and Dams management will prepare and submit to the Operations Division Chief, a cost analysis comparing total labor costs under current work schedules to total labor costs under the proposed new schedule. After approval from the Operations Division Chief for the trial/test, bargaining will be completed prior to implementation of the trial/test.

B) Upon completion of the trial/test, an after-action-review (AAR) of the trial/test will be conducted by the Lockmaster, the Union President or designee and staff at the site to discuss the positive and negative aspects of 12 hour shifts. After AAR discussions, a confidential vote of all HO and permanent seasonal LO staff at the site will be conducted jointly by the Lockmaster and the Union President or designee. If at least 80 percent of the HO and permanent seasonal LO personnel support the change to a 12 hour shift, the Operations Division Chief will approve implementation unless management determines there is an adverse impact (5 U.S.C. 6131 (b)). If approved, the change will begin upon completion of the requisite bargaining.

C) Upon approval of the 12-hour shift schedule by the Chief, Operations Division, the work schedule used at each lock site during the trial/test period will continue unless revised as a result of negotiations between the union and management.

D) If a 12-hour shift schedule is adopted, any HO and/or LO who objects to working 12-hour shifts may request a transfer to another site with a more compatible work schedule. Management will make sincere effort to fulfill the employee's request for a transfer, but can offer no guarantee that a viable transfer can be completed. In that event, the employee will be obligated to work the shift schedule as voted by the HO and LO staff at the site.

E) Once a 12-hour schedule is in effect at a specific L/D, all new HO and/or LO staff

hired for that site, or those transferring to the site, will be subject to the 12-hour shift schedule.

F) The 12-hour work shift schedule may be terminated when at least 80 percent of the HO and permanent seasonal LO staff at that site vote to return to the typical 8 hour schedule. The process for making such a change in work schedule will be similar to that described in paragraph A. This paragraph does not restrict the District's ability to discontinue 12-hour work shifts after appropriate negotiations.

G) As a part of implementing and managing 12-hour shifts at locks and dams, management may incorporate any or all of the following:

- a. The 10th operator, diver replacement, temporary operator, and Pathways positions may be excluded from the 12-hour shift rotation.
- b. Rescheduling of lock operators may be done as needed to fill in for lock staff absences in accordance with Articles 8 and 9.
- c. When operators are called back from seasonal layoff, operators' schedules may be adjusted at management discretion so the majority of the staff will be on 8 hour day shifts until the start of the navigation season.

H) With additional non-duty days as a result of the 12-hour schedule, employees are encouraged to schedule their leave early, as outlined in the Article 8, Section 2.