

**AGREEMENT BETWEEN**  
**AMERICAN FEDERATION**  
**of**  
**GOVERNMENT EMPLOYEES**  
**(AFGE) LOCAL 953**  
**and**  
**US ARMY ENGINEER DISTRICT, LITTLE ROCK**  
**(SWL)**

# 31 January 2011

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**ARTICLE 1 RECOGNITION AND COVERAGE**

1.1 The Employer recognizes the Union as the exclusive bargaining unit as outlined below:

a. Included: All full-time and part-time non-professional employees, Classification Act (GS) and Wage Grade employees of the Corps of Engineers, Little Rock District Pine Bluff Resident Office and Navigation Project.

b. Excluded: All professional employees and all employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, supervisors, guards, temporary and casual employees, and employees of units having exclusive recognition currently as follows; IBEW Local 2219 Navigation Branch of the Russellville Resident Office (Blue Book); IBEW Local 2219 Power Plant Employees (Yellow Book) and IBEW Local 2219 Reservoir Employees (Red Book). All Rangers are also excluded from this and other bargaining units.

1.2 Termination of this Agreement will not, by itself, terminate the recognition of the Union.

**ARTICLE 2 RIGHTS OF UNION**

2.1 The Union is the exclusive representative of the employees in the unit and is entitled to act for and negotiate Collective Bargaining Agreements covering all employees in the unit. The Union is responsible for representing the interests of all employees in the unit.

2.2 The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of Management, and one or more employees in the unit concerning any grievance or any personnel policy or practice, or other general conditions of employment.

2.3 The Union has the right in accordance with Title 5 U.S.C. 7114 b(4) to data that is normally maintained by the Agency in the regular course of business.

2.4 The Union will be authorized to conduct up to four (4) membership drives, at each work location, of up to thirty days (30) duration each year. Union officials and members and employees of the bargaining unit shall not engage in membership drives and related solicitation activities in work areas or while they are on official duty time. See Article 15 for the Union's right for the use of facilities and services during membership drives. For Notice to Management, the Union shall give Management's Labor Counsel at least 5 calendar days notification before starting a membership drive. Management shall not interfere in the Union's right to have membership drives.

#### ARTICLE 3 RIGHTS OF MANAGEMENT

3.1 Subject to Section 2 of this article, nothing in this Agreement shall affect the authority of the employer

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

b. In accordance with applicable laws

(1) to hire, assign, direct, layoff, and retain employees, 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 employer operations shall be conducted;

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

(a) among properly ranked and certified candidates for promotion; or

(b) any other appropriate source; and

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

3.2 Nothing in this section shall preclude the employer and the Union from negotiating

a. At the election of the employer, 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 employer will observe in exercising any authority under this section;

c. Appropriate arrangements for employees adversely affected by the

exercise of any authority under this section by such management officials.

#### **ARTICLE 4 RIGHTS OF EMPLOYEES**

4.1 Employees, individually and collectively, have the right to expect, and to pursue, conditions of employment that promote and sustain human dignity and self-respect. Management agrees to endeavor to establish working conditions that will be conducive to enhancing and improving employee morale and efficiency, and to endeavor to maintain a work environment that affords employees the proper regard for and protection of their privacy and constitutional rights. Management agrees to work with the Union to resolve personnel issues and improve employee morale.

4.2 Employees shall have the right to direct and fully pursue their private lives, personal welfare, and personal beliefs without interference, coercion, or discrimination by the Employer so long as such activities do not conflict with job responsibilities.

4.3 Any employee in the bargaining unit has the right to bring employment related matters to the attention of appropriate Management officials in accordance with the provisions of this Agreement, and the law.

4.4 Employees have the right to present their views to Congress, the Executive Branch, or other authorities and to otherwise exercise their First Amendment rights without fear of penalty or reprisal.

4.5 No disciplinary or adverse action will be taken against an employee upon an ill-founded basis such as unsubstantiated rumors or gossip. Management shall make its best effort to investigate problems and allegations before action is taken.

4.6 No employee will be subjected to intimidation, coercion, harassment, or unreasonable working conditions as reprisal nor be used as an example to threaten other employees.

4.7 Employees shall be protected against reprisal of any nature for the disclosure of information not prohibited by law or Executive Order which the employee reasonably believes evidences a violation of law, rule or regulation, or evidences of mismanagement, a waste of funds, an abuse of authority, or danger to public or employee health or safety.

4.8 Each employee shall have the right to form, join, or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Employees may:

a. Act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to Management and other officials of the executive branch of the government, Congress, or other appropriate authorities and,

b. Engage in collective bargaining with respect to conditions of employment through representatives.

4.9 Management recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during duty time. If the employee cannot be excused immediately, time will be afforded as soon as possible, but normally within 24 hours. The Employer agrees to annually inform all employees of the right to Union representation under 5 USC 7114 (a) (2) (B1) by postings on official bulletin boards and other appropriate means.

4.10 Employees have the right to initiate and present grievances under the provisions of the Grievance and Problem Solving Process Article 18 of this Agreement, and to be represented by the Union during and through the course of the negotiated Grievance and Problem Solving Process. The employee in the unit shall be protected in the exercise of this right freely and without fear of penalty or reprisal.

4.11 The employee has the right to be represented by a Union representative during any examination/meeting by a representative of Management, if:

a. the employee reasonably believes that the examination may result in disciplinary action against the employee, and

b. the employee requests representation.

4.12 An employee called into a criminal investigation shall be afforded their rights in accordance with law; i.e., the right to a representative.

4.13 When the employee requests representation, the examination or meeting will be postponed for a reasonable time but normally not less than 24 hours unless mutually agreed to by both parties, to allow for the presence of a Union Representative. Any conflicts with grievance timeframes shall be negotiated with the union.

4.14 Employee participation in fund raising campaigns and similar activities shall be on a strictly voluntary basis. The Parties agree that no pressures shall be brought to bear upon employees regarding their contribution or participation. Employee participation in special emphasis programs shall initially be solicited on a voluntary basis and, if necessary, assigned on a rotating basis within each organization.

4.15 Employees who have a grievance under the negotiated grievance procedures will be allowed time, normally 1-2 hours per step, during duty hours to discuss the matter with their Union representative and prepare for the grievance presentation.

4.16 Employees may be represented in meetings with management on matters which may result in a change in their classification.

4.17 Oral counseling shall be reasonable, fair, and used constructively to encourage an employee's improvement in areas of conduct and performance. When it is determined that oral counseling is necessary, the counseling will be conducted in a professional manner and in private with the concerned employee. If there is to be more than one management official participating in a counseling session with an employee, the employee will be notified in advance; and the employee may have a Union representative at the session. This does not preclude the presence of a team leader not in the employee's rating chain.

4.18 Employees have a right to know the general purpose of meetings called by management and the right to have union representation as appropriate. This right is not intended to limit the scope or direction of the meeting. If the meeting is one in which a Union representative may attend, Management will provide sufficient advance notice, normally at least 30 minutes, to allow for the employee to contact

a Union representative if they desire.

4.19 When employees receive conflicting orders, they have a right to follow the last order given as long as they advise the Management official who issued the latest order that there is a conflict.

4.20 An employee has the right to refuse orders that would require the employee to violate the law. This refusal to obey an unlawful order will not subject the employee to disciplinary or adverse action.

4.21 Employees have a right to request and receive copies of any information specific to them personally maintained under their name and/or social security number. The employee, upon request, will have access to such files maintained by a manager as well as access to their Official Personnel Folder and obtain copies of documents at no cost to the employee, provided requests are not excessively repetitive. Access to files relating to a specific employee other than Office Supervisor or Manager Employee Records maintained in accordance to MARKS will be limited to the manager and that employee.

4.22 If an employee is to be served with a warrant or subpoena, it will be done in private without the knowledge of other employees to the extent it is within Management's control.

4.23 Employees will be made aware when they are being tape recorded. Upon request from the employee, a copy of any tape recording and transcription thereof made by District Management or their representatives of any interview with or testimony of the employee will be furnished to the employee.

4.24 Normally, searches of employee office or work area or vehicles shall be conducted by authorized security or law enforcement personnel. Except in compelling circumstances, such searches shall be conducted in the presence of the employee and their union representatives. The term search is not to be misconstrued to preclude looking for property items in the work area during inventory reconciliation activities or an inspection. Neither an inventory nor inspection can be used as a subterfuge for a search.

## **ARTICLE 5 UNION REPRESENTATION**

5.1 The conduct of representational business, as set forth in the Agreement will normally be conducted during duty hours. Meetings will normally be scheduled within the normal duty hours of the employees and Union representatives. No Union representative will be required to be their own representative.

5.2 Representational business shall be defined as, including but not limited to, the matters listed below:

a. Discussions and meetings held in person, by telephone, by video-teleconferencing, and other means between one or more representatives of Management and one or more employees in the unit, or their representatives, concerning any grievance, any personnel policy or practice, working conditions or other general condition of employment or as set forth in other Articles.

b. Representation may also include participation in meetings or discussions, in cooperation with management to resolve personnel issues or to improve on employee morale.

c. Negotiations, including pre and post negotiation preparations, in accordance with the statute.

d. Partnership activities. Participation in inspections, safety inspections and safety related visits, staff assistance visits, and other labor-management related activities.

e. Participation in prevailing wage rate appraisals and federal report preparations.

5.3 It is within the discretion of the Union to designate their own representatives when fulfilling responsibilities under this agreement and the statute. Designated representatives of the Union, who are not employed at SWL may:

- a. attend meetings with officials of Management;
- b. participate in, or attend, contract negotiations;
- c. represent employees at arbitration hearings;
  - 1. participate in membership drives authorized under this agreement.
  - 2. attend meetings with the officers of the Union;

a. It is recognized that an employee's representational activities may require temporary adjustments in job duties. Management agrees to work with employees to adjust workload to accommodate union responsibilities.

**ARTICLE 6 OFFICIAL TIME**

6.1 Official time is duty time granted to Union representatives by the Employer to Little Rock District Employees to perform representational functions on behalf of the Union without charge to leave or loss of pay when the employee would otherwise be in a duty status. Official time is considered hours of work. Overtime and Compensation Time are not authorized to cover official time. Official time cannot be granted for internal Union business. Official time shall include travel time to and from representational and other activities for which official time has been approved.

6.2 The Employer agrees to recognize the Chief stewards and stewards duly authorized by the Union. The number of stewards will be the number reasonably required to assure each employee in the bargaining unit has reasonable access to a Union steward. Normally, the number will consist of one steward at each work location, e.g. lock, marine terminal, project office, etc. The steward at each location will normally perform all representational duties at that location. The Union will provide the employer with a list of stewards and their assigned areas. The Union will provide the Employer a list of any changes as they occur.

6.3 Amount of Official Time.

a. Official time bank: A bank of 500 hours will be available each fiscal year to conduct all representational duties except for those activities described in the following paragraph:

Union officials will be provided a reasonable amount of official time for participation in the following activities:

- (1) required attendance at FLRA or arbitration proceedings;
- (2) contract and implementation & impacts negotiations;
- (3) attendance at meetings called by Management;
- (4) service on any District committee in an official Union capacity;
- (5) trainings associated with implementation of this Contract;
- (6) annual safety inspections.

Management agrees to consider requests for additional official time if the bank is used up prior to the end of the fiscal year.

b. Steward: Union representatives performing representational duties within their assigned work sites will be provided a reasonable amount of official time outside of the bank to address day to day workplace issues.

c. Re-opener: After 18 months, the parties agree to a re-opener of this article for the purpose of renegotiating the bank of official time hours if either party demonstrates a need to adjust those hours. Either party wishing to reopen must give written notice thirty (30) days prior to bargaining.

d. Normally, representational duties not involving management, if performed during duty hours in the SWL District Office, must be on approved official time in the union office.

e. Official time will not be cumulative from one fiscal year to the next.

6.4 Union-Sponsored Training. Official time may be granted to Union representatives to attend Union-sponsored training when the Union demonstrates that the training is of mutual benefit to Management. The official time request must include an agenda or other descriptive documentation. Official time for training may be approved only for training related to Federal Labor Management Relations matters beneficial to both parties.

6.5. Travel and Per Diem. All travel, per diem, and use of Government-furnished transportation in connection with official time, must be requested by the Union for approval in advance by Management.

6.6. Requests for the use of official time will be submitted to the representative's immediate supervisor for approval using a format similar to the one in this article. Union representatives will strive to notify the supervisor of the need for official time as soon as possible after the need is recognized. Use of official time, that is part of the bank, will normally not be deferred. Management approval of official time requests may be deferred when compelling circumstances prevail, but normally approval will not be deferred for more than one workday.

6.7. Management and the Union agree to confer to determine the balance of the bank hours at either party's request.

#### Official Time Request

Purpose:

Grievances and Complaints Negotiations

Other (Labor training, meeting, partnering, etc.) \_\_\_\_\_

Time: Bank time Non-Bank time

Date/time of Departure: \_\_\_\_\_ Date/time of

Estimated Return: \_\_\_\_\_ Date/time Actual

Return: \_\_\_\_\_ Location: \_\_\_\_\_

\_\_\_\_\_  
Union Representative

This Request for Official Time is: \_\_\_\_\_ approved \_\_\_\_\_ disapproved,  
reason/proposed reschedule date

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

\_\_\_\_\_  
Supervisor

**ARTICLE 7 ARBITRATION PROCEDURES**

7.1 If Management and the Union fail to settle any grievance such grievance shall, upon written notice, be referred to arbitration. Such written notice signed by an authorized official of the Union, shall be served upon Management no later than thirty (30) days after the conclusion of the Grievance Procedure. Local attempts to resolve grievances prior to a decision by the arbitrator shall continue.

7.2. Within seven (7) days from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall communicate within three (3) days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will each strike one arbitrator's name from the list. The order of elimination shall be determined by lot and thereafter each shall in that order alternately eliminate only one name until one name remains. The remaining name shall be the duly selected arbitrator.

7.3 Fees and Expenses.

The party invoking arbitration will pay all costs associated with initiating arbitration and obtaining a list of potential arbitrators. Management will bear sixty per cent and the Union forty per cent of the remaining arbitration costs. If arbitration is cancelled for any reason, then the party that cancels will bear the entire incurred arbitration cost.

7.4. Arbitration Procedures and Techniques.

a. The arbitration hearing shall be held on Management's premises during the regular day shift work hours of the basic workweek of Monday through Friday, and all employee representatives, employee appellants, and employee witnesses shall be in a pay status without charge to annual leave while preparing for and participating in the arbitration proceedings.

b. Union and management shall exchange lists of proposed witnesses. The necessity of any particular witness will be determined by the arbitrator.

c. The Grievant shall have the right to be present at the hearing. The Union shall have the right to be represented at the hearing by a minimum of two (2) representatives on official time. Management will have a numerical balance with the Union or fewer.

d. Sequestration of Witnesses. The arbitrator shall require witnesses, other than parties having a direct interest, to leave the hearing room during the testimony of other witnesses to avoid having witnesses being influenced in their testimony by the testimony of other witnesses.

#### 7.5 Arbitrator's Decision.

a. The arbitrator is requested by the parties to render a decision to management and the Union within 20 days after the conclusion of the hearings, unless the parties otherwise agree.

b. The decision of the arbitrator shall be binding upon both parties. Either party may file exceptions to an arbitrator's award with the Federal Labor Relations Authority.

c. If no exception to an arbitrator's decision is filed during the 30 calendar day period, beginning on the date the decision is served on the party, the decision shall be final and binding. Implementation of the decision will be initiated within 10 days following the exception period, or as directed by the arbitrator.

### **ARTICLE 8 CHILDCARE**

Management and Union agree to work with each other as circumstances arise that warrant the evaluation of options for childcare services and arrangements.

### **ARTICLE 9 CONTRACTING OUT**

9.1 The Employer agrees to notify the Union when considering contracting out a function that may adversely affect bargaining unit employees. The Employer agrees to negotiate with the union the procedures it will follow in making decisions whether to contract out or not and appropriate arrangements for adversely affected bargaining unit employees. All of these decisions to contract out shall be based on a competitive cost comparison with the in-house most efficient organization as defined by a management study. Contracting out under Circular A-76 is excluded from the negotiated grievance procedure. The Employer agrees to give the Union a full and open opportunity to review and provide comments and recommendations to the management study, the performance work statement and the most efficient organization. Pursuant to this requirement, the Employer agrees to notify the Union at least ten (10) work days before the beginning of the management study. Additionally, the Employer agrees to keep the Union informed of the progress of

cost comparison studies.

9.2 The Employer agrees to minimize the impact on employees when a function is contracted out. Affected employees shall be reassigned and/or retrained to the maximum extent. Maximum retention of career employees shall be achieved by considering attrition patterns, cross training and restricting new hires. If contracting out a function results in displacement of a bargaining unit employee, the procedures in the Article addressing Reduction-in-Force will apply. Adversely affected employees shall be advised that they have the right of first refusal for employment on the contract in positions for which they are qualified and shall assist them in applying for such employment.

#### **ARTICLE 10 CONTRACTUAL DETAILS**

10.1 After appropriate approvals this agreement will be in full force and effect for a period of three years from the effective date. It will continue from year to year thereafter unless challenged under the provisions of appropriate regulations, or unless either party notifies the other party in writing, at least 60, but not more than 90 days prior to the anniversary date, of its desire to modify, cancel, or terminate this agreement. If either party gives notices, as aforesaid, to the other party, then within 20 days from receipt of said notice, representatives of the Employer and the Union will meet and commence negotiations.

10.2 Copies and Distribution. Within ten working days of the effective date of the contract, it will be posted on the District's electronic web-page. Within 30 working days after approval by higher authority or completion of negotiations of any required changes, a copy will be furnished to each bargaining unit member via District e-mail. Thirty paper copies will be furnished to the Union for its use and for new bargaining unit members in the future.

#### **ARTICLE 11 DISCIPLINARY AND ADVERSE ACTIONS**

11.1

a. Policy.

(1) In accordance with 29 CFR 1960.46(a), an employee may refuse to perform a task if it poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. The Employer and the Local agree that this regulation or any replacement regulation does not include the normal hazardous duties required of job or task assignments of employees, normally determined by approved procedures. The Employer and the local also agree that this section does not modify management rights as outlined in 5 USC 7106. Management and Union agree that, in most cases, discipline should be corrective in nature. No employee may be disciplined or discharged except for just cause. Any such discipline or discharge shall be subject to the negotiated grievance procedures set out in Article 18 of this Agreement.

b. Weingarten Rights. Management shall annually inform employees of their right to Union representation at any examination of an employee in the unit by management or a representative of management in connection with an investigation if (1) the employee reasonably believes the examination may result in disciplinary action against him/her and (2) the employee requests representation. If the employee requests representation, management will delay the examination for a reasonable amount of time not to exceed two days to allow for a representative to be present.

c. Representation. Employees, who are not the subject of an investigation but who are questioned in connection with an investigation, also have the right to request representation.

11.2 Disciplinary/Adverse actions may include, but are not limited to:

- (a) A letter of reprimand;
- (b) Suspension;
- (c) Removal;
- (d) Reduction in grade;
- (e) Reduction in pay; and
- (f) furlough of thirty (30) calendar days or less.

11.3 Counseling.

a. Informal Counseling. For minor offenses by an employee, Management has a responsibility to discuss such matters with the employee. In initiating informal counseling, the supervisor shall advise the employee of the specific incident. Management shall clearly communicate the nature of the problem and the employee's obligations and responsibilities. The employee shall be encouraged to explain his or her side of the incident. Discussions of this type shall be held in private between the employee and the supervisor. Such discussions are not considered discipline and are not grievable. Following such discussions, there is no prohibition against the supervisor and/or employee making personal notation of the date and subject matter for their own personal record(s). No notation or other information pertaining to such discussion shall be included in the employee's official personnel folder. Such discussions may be relied upon to establish that employees have been made aware of their obligations and responsibilities.

b. Formal Counseling. Formal counseling consists of written counseling, warnings, or admonishments, such as leave restriction, which shall be provided to the employee. If the employee is dissatisfied with such written counseling, warning, or admonishment, the employee may file a grievance.

11.4 Discipline.

a. Alternate Discipline Program. Management and the Union should consider using the Alternate Discipline Program when practicable.

b. Timeliness of Discipline. Management and the Union agree that timely disciplinary actions are of mutual interest to both parties.

c. Notice of Disciplinary Action for other than Letters of Reprimand.

(1) When Management issues a notice of proposed disciplinary action under this Article, the notice will state:

- (a) the reason(s) for the action;
- (b) the specific date(s) on which the incident occurred, and;
- (c) Management's proposal for disciplinary action.

The notice shall also advise that the employee has ten (10) working days to respond orally and/or in writing, and has the right to Union representation. The notice shall include the name and telephone number of the local Union Steward or the Union President.

(2) An employee against whom such adverse action is proposed is entitled to at least thirty (30) calendar days written advance notice. When there is reasonable cause to believe that an employee has committed a crime for which a sentence of imprisonment may be imposed, Management is not required to give the employee the full thirty (30) calendar days advance written notice, but shall give such lesser number of days advance written notice.

(3) Management and the Union agree that the employee is entitled to a timely decision concerning the proposed disciplinary action. The written decision and the specific reasons therefore will be rendered at the earliest practicable date. In the event a decision has not been rendered within the said timeframes, the Union will be notified.

d. Notice of Disciplinary Action for Letters of Reprimand. The procedures of Section 11.4.c. shall be followed except the employee has five (5) working days to respond to the proposed letter of reprimand and will be granted a five day extension upon request. Management will issue the final decision no sooner than five working days from receipt of the employee's response.

#### 11.5 Appeals

a. Except in those cases where there is an allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or disability in connection with the action, an employee covered by this Agreement may appeal an action taken under this Article through the negotiated grievance procedure or to the Merit Systems Protection Board (MSPB), as appropriate, but not both. The employee shall be deemed to have exercised his/her option to raise the matter under either the negotiated grievance procedure or the MSPB procedure at such time as the employee files a grievance or an appeal with the MSPB.

b. In cases where there is an allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or disability in connection with the action, an employee covered by this Agreement may appeal an action taken under this Article through the negotiated grievance procedure, to the MSPB, or through the EEO complaint procedure. An employee who has elected to pursue the matter through the EEO complaint procedure or the MSPB appeal procedure may not appeal the matter through the negotiated grievance procedure.

11.6 Service of Process. Management shall use its best efforts to ensure that any required service of process be done in private and without the knowledge of other employees.

11.7 Violence in the Work Place. Management and the Union agree that incidents of violence or threatening statements and/or behavior in the workplace are unacceptable and constitute an infringement of an employee's right to work in a safe environment. If an incident should arise, Management shall take prompt, appropriate, and effective action to defuse the situation. Management may request the assistance of the Union in dealing with such situations, as appropriate.

#### **ARTICLE 12 DRESS CODE**

Employees will be dressed appropriately at all times while on duty.

#### **ARTICLE 13 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

13.1 Management agrees to maintain an Employee Assistance Program. The name of the EAP Coordinator appointed by the Employer will be published. Management agrees to maintain on the District WEB Page the name of the Coordinator, information about the Program, instructions on how to use the program, and a list of the current service providers.

13.2 Employees may use the program on their own initiative or be referred to the program by Management or the Union. Individual employee participation in the program shall be voluntary. Every effort will be made to maintain maximum confidentiality.

13.3 Employees under a proposed disciplinary or adverse action may be afforded the opportunity to participate in the EAP. Disciplinary actions may be delayed or eliminated depending upon the results of the employee's participation in EAP.

13.4 All initial consultation meetings with an EAP counselor may be on duty time.

13.5 Management agrees to work with the employee to accommodate work and follow-up visits or referrals as much as practical.

#### **ARTICLE 14 EQUAL EMPLOYMENT OPPORTUNITY**

14.1 General. The Employer and the Union agree to actively foster EEO for all employees, to prohibit discrimination, and to promote the full realization of affirmative action through a positive and continuing effort to enhance EEO opportunities for all employees.

a. In an atmosphere of mutual respect, all employees shall be treated fairly and equitably and without discrimination in regard to their race, color, religion, national origin, gender, age, or qualified disabling condition.

b. The Employer agrees to establish and maintain an EEO Program designed to promote equal employment opportunity in every aspect of the District's personnel policies and practices in accordance with applicable law and Government-wide rules and regulations.

14.2 Affirmative Employment/Action Plans. The Employer's Affirmative Employment Plan shall be designed to promote positive opportunities for all employees to contribute to the mission to the maximum extent possible, consistent with EEO principles. It is agreed that Affirmative Employment Plans and changes thereto will be developed by the District EEO Council.

14.3 Reasonable Accommodations for Employees with Disabilities. The Employer is committed to equal opportunity for the employment, placement, and advancement of qualified individuals with disabilities, as required by current law.

a. Upon request by the employee, the Employer will offer reasonable accommodation to known physical or mental limitations of qualified individuals with a disability unless the Employer can demonstrate that the accommodation would impose an undue hardship on the operation of the Employer's program.

b. The parties recognize that individual accommodations will be determined on a case-by-case basis, taking into consideration the employee's specific disability, the employee's suggestions for reasonable accommodations, existing limitations, the work environment, and undue hardship imposed on the operation of the Employer's program. Qualified employees with disabilities may

request specific accommodations. The parties agree that reasonable accommodation means an adjustment made to a job and/or the work environment that enables a qualified person with a disability to perform the essential duties of that position. The Employer will promptly consider requests for reasonable accommodations for employees with disabilities.

c. Should a non-probationary employee become unable to perform the essential functions of their position even with reasonable accommodation due to a disability, the Employer will make a reasonable effort to reassign the employee to a *vacant* position for which the employee is qualified and available.

d. An employee may be provided assistive devices if the Employer determines that the use of the equipment is necessary to perform official duties and does not impose an undue hardship. Such equipment does not cover personal items which the employee would be expected to provide such as hearing aids or eyeglasses.

e. The Employer will consider the disabling condition of the employee when responding to requests for leave.

f. Employees with disabilities may, where appropriate as a reasonable accommodation, utilize work-at-home accommodations or flexiplace work setting.

14.4 To provide employees with disabilities equal opportunity to perform official business travel, certain additional travel expenses necessarily incurred to reasonably accommodate the employee's disability may be reimbursed under the Joint Travel Regulations.

14.5 EEO Council. The President or his/her designated alternate will serve as a voting member of the EEO Council.

14.6 Special Emphasis Program Managers. Management will request nominations from the Union when management is considering individuals to serve as Special Emphasis Program Managers on a collateral duty basis. Management is responsible for selection and training of Special Emphasis Program Managers.

14.7 EEO Counselors. The Employer will assure that EEO counselors are available and accessible to employees who may have a discrimination complaint. The Employer agrees to the timely posting of names, pictures, and office telephone numbers of EEO Counselors on designated organization bulletin boards. The parties agree that proper training will be provided to designated EEO counselors consistent with appropriate EEOC regulations. Management will request nominations from the Union when management is considering individuals to serve as EEO Counselors on a collateral duty basis. Management is responsible for selection and training of EEO Counselors.

14.8 Complaints.

a. Any employee who wishes to file or has filed an EEO complaint shall be free from coercion, interference, reprisal, and dissuasion.

b. Employees will choose from available designated EEO counselors to pursue their complaint.

c. EEO counselors will fully advise employees who seek their

assistance of the procedures (including time limits) involved in processing an EEO complaint under the statutory EEO appeals procedure. If the 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.

d. If there is an established alternate dispute resolution procedure, and the aggrieved has agreed to participate in the procedure, there will be an extension of no more than sixty (60) days of the EEO counseling period.

e. The complainant may elect to use an existing Alternative Dispute Resolution (ADR) process; however, the complainant's rights to pursue an EEO complaint are not waived during the ADR process. At the same time, the complainant's responsibilities to comply with all requirements of the EEO process (for example, time limits and points of contact) must be adhered to. In the event that ADR is terminated for any reason, the complainant may continue to pursue an informal resolution of the matter with the EEO counselor or may request a Notice of Final Interview from the EEO counselor. Guidance on the requirements of discrimination complaint appeals will be available in the EEO Office or from an EEO counselor.

f. The designated EEO counselor will have the same access to information as the complainant.

14.9 Information, Data, and Reports. The Employer agrees to make available to employees and the Union copies of information describing the discrimination complaints procedures and the Employer's Affirmative Employment Plan(s), National Affirmative Employment Plans, and any other reports submitted to EEOC, including statistical data, in a timely manner. Upon request and in a timely manner, the Employer agrees to provide the Union current statistics already maintained by the agency concerning discrimination complaints filed by employees.

## **ARTICLE 15 FACILITIES AND SERVICES**

15.1 The Employer agrees to provide space as available at the individual project offices and the District Office to hold meetings and membership drives during non-duty hours.

15.2 The employer agrees to provide the union a shared private office of approximately 100 square feet at the work location of the Union Senior or Chief Steward. The office **will** be reasonably equipped with a telephone, one desk and two chairs, and one lockable file cabinet. Office utilities will be provided. Other equipment and furnishings may be obtained as the Employer surpluses these items for improving or furnishing the union office. A minimum of two keys to the office and to the building where the office is located will be provided to the Union officer who is also a Corps employee. The Union Member who has the keys shall take responsibility for Union visitors who are not Corps of Engineers employees

15.3 The Union is authorized, for representational duties or for management initiated communication, the use of telephones, fax and copier machines, internal mail, and electronic mail. News articles on Union activities can be covered in the Command publication (Little Rock Dispatch). The Employer will assist the Union in establishing and maintaining communications with members of the bargaining unit, especially to be accessible from nonofficial computers.

15.4 The Employer agrees to make available at each duty station, in an appropriate place, a bulletin board for posting Union notices of meetings, recreational or social affairs, elections, results of elections or, other appropriate literature. The Union is fully and solely responsible for posted material.

15.5 Proposals concerning employee office space including the allocation and arrangement of space and office equipment shall be negotiated.

**ARTICLE 16 FLEXIPLACE**

16.1 The Employer agrees to support the "Flexiplace" work option and agrees to be responsible for employee awareness of the Flexiplace Program to ensure fair participation for all employees.

16.2 Flexiplace is a work arrangement in which agencies allow employees to work at home or at geographically convenient satellite offices for part or all of the work week. The following guidelines shall be used and applied fairly and equitably for evaluating and approving the use of Flexiplace.

- a. Compatible with the needs of the organization.
- b. Employees ability to work independently.
- c. No adverse impact on performance of other employees.
- d. Does not place burden on staff remaining in the office.
- e. The cost should not be excessive (limited resources)
- f. Performance rating must be successful or better.

16.3 An alternative workplace request may be initiated by an employee or by the supervisor. The request should include the employee's name, reason for participation, estimated duration, flexiplace location, and Employer furnished equipment requirements. An employee-initiated request will be approved/disapproved by the Employer. If the employee's request is disapproved, Employer will indicate the reason for disapproval.

16.4 Once a request is approved, a written Flexiplace Agreement must be prepared and signed by the employee and the supervisor. The enclosed format may be reproduced for use or modified to fit the agreement. The Flexiplace Agreement can be reviewed for modification, termination or renewal at any time at the request of either the employee or the Employer.

16.5 Expenses which may be incurred and paid by the agency may include but are not limited to: telephone installation and service in a private residence (only under limited circumstances), long-distance charges, telephone usage charges, computer usage charges, modifications of computer, equipment maintenance and repair (if government owned equipment), remote technical assistance, and replacement of damaged or lost government owned equipment (after a Report of Survey has been submitted to determine the cause for lost or damaged property).

**FLEXIPLACE AGREEMENT**

THE FOLLOWING CONSTITUTES AN AGREEMENT ON THE TERMS AND CONDITIONS OF THE FLEXIPLACE PROGRAM BETWEEN:

Supervisor \_\_\_\_\_

Employee \_\_\_\_\_

Employee volunteers to participate in the program and to adhere to the applicable guidelines and policies. Supervisor concurs with employee participation.

2. This Flexiplace agreement covers the following period and may be extended if agreeable to the supervisor and the employee.

Beginning Ending

3. Employee's tour of duty will be  
a. Alternate Worksite: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_ On the following days: \_\_\_\_\_

b. Official Duty station: \_\_\_\_\_

From: \_\_\_\_\_ To: \_\_\_\_\_ On the following days: \_\_\_\_\_

These dates/times may be modified as needed to meet mission requirements as required or approved by the supervisor.

4. All pay, special salary rates, leave and travel entitlement will be based on the employee's official duty station.

5. Employee's timekeeper will have a copy of the employee's Flexiplace schedule and will record the employee's time and attendance as performing official duties at the official duty station.

6. Employee must follow established office procedures in obtaining supervisory approval for use of leave, compensatory time and overtime.

7. Provided the employee is given at least 24 hours advance notice, the employee agrees to permit inspections by the government of the alternate work site during the employee's normal working hours to ensure proper maintenance of government-owned property and work site conformance with safety standards and other specifications in these guidelines.

1. Any accident or injury occurring at the alternate work site must be brought to the immediate attention of the supervisor. The supervisor must investigate all reports immediately following notification.

2. The government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using government equipment in the employee's residence, except to the extent the government is held liable by the Federal Tort Claims Act.

3. The government will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence. By participating in the flexiplace program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by statute and implementing regulations.

4. Employee is covered under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or at the alternate work site.

5. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.

6. Employee will apply approved safeguards to protect Government records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act Of 1974.

7. The supervisor or employee may terminate participation at any time with one pay period's advance written notification to the other, or sooner as mutually agreed.

8. Employee agrees to limit the performance of their officially assigned duties to their official duty station or the alternative worksite. Failure to comply with this provision may result in termination of the flexiplace arrangement and/or other appropriate disciplinary action.

Supervisor \_\_\_\_\_ Date \_\_\_\_\_ Employee Date \_\_\_\_\_

**ARTICLE 17 FITNESS PROGRAM**

The Employer and the Union agree that employee fitness is beneficial to morale, welfare, and productivity. Due to the geographical dispersion of the workforce, local employee fitness programs should be developed. Programs may include, but are not limited to, the use of government and commercial facilities and various membership fee sharing arrangements. Employees' request to establish or change an existing fitness program will be provided to the Union for negotiation with the Employer.

**ARTICLE 18 GRIENVANCE/PROBLEM RESOLUTION PROCEDURE**

18.1 This Article prescribes the exclusive procedures available to the Union and employees for the resolution of all grievances. Questions that cannot be resolved by the Employer and the Union as to whether or not a particular grievance is subject to the negotiated grievance procedure may be referred to an arbitrator or arbitration for determination.

18.2 The Employer and Union recognize the importance of settling disputes, disagreements, and misunderstandings promptly, fairly, and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good management. Every effort will be made to settle disputes expeditiously and at the lowest level possible.

18.3 A grievance means any complaint:

- by any bargaining unit employee concerning any matter relating to the employee,
- by the Union concerning any matter relating to the employment of any bargaining unit employee, or the Employer concerning any claimed violation, misinterpretation, or misapplication of the agreement, or of any law, rule, regulation, policy, procedure, or practice affecting conditions of employment.

18.4 The right to file a grievance may be exercised by any employee or Union representative and they shall be unimpeded, free from restraint, coercion, discrimination or reprisal in exercising these rights. As dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance by an employee shall not tarnish their good standing nor reflect

unfavorably on the employee or the quality of supervision. Grievances filed on behalf of the Union need not identify the name or names of aggrieved employees.

18.5 The following matters are excluded from the grievance procedure:

- a. Prohibited political activities.
  - b. Retirement, life insurance, health insurance.
  - c. Suspension or removal for national security reasons.
  - d. Any examination, certification, or appointment.
- Classification of any position which does not result in
- e. the reduction of grade & pay of employee.

18.6 With respect to adverse action, EEO complaints, unfair labor practices, the election may be made to proceed under the grievance procedure (i.e., EEO complaint Process, Federal Labor Relations Authority or appeal to the Merit Systems Protection Board), but not both.

18.7 Disputes often arise from misunderstandings, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Accordingly, any employee with a dissatisfaction or disagreement is encouraged, but not required, to first discuss the matter informally with the supervisor or seek Union assistance in discussing the matter informally with the supervisor in an attempt to resolve the issue prior to filing a grievance.

18.8 Grievances shall be initiated within twenty (20) working days after the aggrieved or union knew or should have known of the occurrence of the matter giving rise to the grievance. If an employee is absent from duty for authorized reasons (i.e., annual leave, sick leave, temporary duty, etc.), the timeframe shall be extended for the number of days equal to the absence. Grievances arising from circumstances relating to continuing conditions where no particular date or event is involved may be initiated at any time (i.e., general working conditions, supervisor employee relations, safety, environmental hazards, etc.).

18.9 Employees may present their own grievance under this procedure, provided the Union is provided the opportunity by the Employer to be present during the grievance procedure and all grievance discussions. Employees may not be represented under this procedure except by a representative(s) designated or approved by the Union. The final resolution of the grievance shall not be inconsistent with the terms of this Agreement. Face to face meetings are encouraged, but left to the discretion of the involved management officials. All grievance discussions and meetings with the employee will include the Union.

18.10 The following procedures are established for the processing and resolution of grievances. While grievance matters may be referred directly to any step, processing through lower steps is recommended unless referral to a higher step is warranted due to circumstances, the organization structure, or the nature of the grievance. The 20 working days timeframe for initial submission of a grievance applies in Steps 2 or 3 if lower steps are bypassed. Extensions of the time limits may be mutually agreed upon.

- a. First Step. The aggrieved employee or the Union shall prepare a written grievance containing the information identified on the grievance form attached to this article. The written grievance shall be furnished to the involved Branch or Office Chief (district office) or the Project Office Chief or Resident Office Chief (field) within 20 working days of the occurrence of the matter given rise to the grievance. The involved organization chief shall furnish a written

decision to the employee or to the Union, as appropriate, within 10 working days from receipt of the grievance. The decision shall include an explanation of the deciding factors as they apply to the issues raised in the grievance.

b. Second Step. If the aggrieved employee or the Union is not satisfied with the response received in Step 1, the written grievance may be submitted to the involved Division or Office Chief or Deputy District Commander within 10 working days of receipt of the management decision. The grievance shall include the information identified in Step 1 and the management decision rendered in Step 1. The Division or Office Chief or Deputy Commander shall render a written decision to the employee or the representative within 10 working days from receipt of the grievance.

c. Third Step. If the aggrieved employee or the Union is not satisfied with the response received in Step 2 or Step 2 does not apply, the grievance may be submitted to the District Engineer for a decision within 10 working days of receipt of the management decision. The grievance shall include the information identified in Step 1 and 2, if appropriate, and any management decisions rendered. The District Engineer or designee shall render a written decision to the employee or the union representative within 10 working days from receipt of the grievance.

18.11 If the Union is not satisfied with the decision, the Union may, within twenty (20) working days, submit a request for impartial arbitration as provided for in the Arbitration Article of this Agreement. Prior to formally requesting Arbitration, the Employer or the Union may request Grievance Mediation Services of the Federal Mediation and Conciliation Services and/or an advisory opinion from the Labor-Management Partnership Council. Timeframes will be extended to accommodate these services.

18.12 Employees have the right to the assistance of a Union representative in the investigation, preparation of the written grievance, and representation during grievance meetings. If the aggrieved employee is represented by the Union, all contacts concerning the grievance, scheduling of meetings, and the issuance of decisions will be to the Union representative assigned to the grievance by the Union President and Business Manager. Only the Union President and Business Manager are authorized to accept a settlement offer for the Union. The Union may include outside representatives such as but not limited to the international representatives in any step of the process including meetings with the Employer.

18.13 At each and every step of the grievance procedure, the Union and/or the Employer shall be permitted to call employee witnesses who have information on the grievances and such employees shall suffer no loss of pay for so serving. The Employer agrees to furnish locally available records or copies of records necessary in the proper adjudication of the grievance as soon as practicable. Timeframes will automatically be extended to accommodate the receipt of records.

18.14 When several employees have grievances concerning the same or substantially the same matters, the Union shall encourage the aggrieved employees to consolidate their grievances into a group grievance and appoint a representative sample of the group to act for the processing of a group grievance. However, each employee retains the right to file an individual grievance. Grievances filed separately will be processed separately. If a group grievance is processed, all the aggrieved are bound to process the grievance throughout the procedure as a group.

The majority shall make decisions and all shall be bound by the decision of the majority.

18.15 Nothing in this Agreement shall be interpreted to require the Union to process a grievance under this procedure or to continue to process if the Union considers the grievance to be invalid and without merit.

18.16 Duty time will be provided to employees to prepare their grievances and to discuss their grievance with a Union representative. The Employer will work with the Union and Employee to arrange for meetings between employees and their representatives on duty time for both, including meetings between the employee and management.

18.17 Either party may request, in writing, an extension of the time limits prescribed above for valid reasons, such as receipt of requested information. Subsequent extensions shall be made by mutual consent. Failure of the employer to meet the time limits prescribed shall permit the employee or union to move the grievance to the next step.

18.18 Failure of the aggrieved employee or the Union to attend scheduled grievance meetings will not be sole reason for rejection of the grievance when failure to appear is due to circumstances beyond their control or emergency situations.

#### **ARTICLE 19 HOURS OF WORK**

19.1 In recognition of the growing diversity of the work force and the need to recruit and retain a highly skilled workforce, the parties agree toward a common goal of establishing work schedules that will support the accomplishment of work while being family- friendly.

19.2 Definitions.

a. An administrative workweek is a period of 7 consecutive calendar days, generally identical to the calendar week, beginning at 0001 on Sunday and ending at 2400 the following Saturday.

b. Alternate Work Schedule (AWS) means both flexible work schedules and compressed work schedules.

c. Basic work requirement means the number of hours, excluding overtime hours, that a full-time employee is required to work or is required to account for by leave or otherwise, which is 80 hours per pay period.

d. Core hours means that period of time when all employees on a particular shift are expected to be at work unless otherwise in an approved leave or excused absence status. For non-shift workers, core time is 0845 to 1500 hours excluding lunch.

e. Duty station means the fixed geographic location where an employee is expected to report and to perform work. The duty station for field work parties is the location of the office to which they are assigned.

f. Compressed Work Schedule (CWS) means, in the case of a full time employee, an eighty (80) hour biweekly basic work requirement that is scheduled for less than 10 workdays. In the case of a part time employee, a biweekly basic work requirement of less than eighty (80) hours that is scheduled for less than ten (10) workdays and that may require the employee to work more than eight (8) hours in a day.

g. Flexible Hours means 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.

h. Flexible Work Schedule (FWS) means a work schedule established under 5 USC 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 the agency; 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 the agency.

i. Flexitour means a type of flexible work schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed until the agency provides an opportunity to select different starting and stopping times.

j. Night duty for General Schedule employees is defined as work falling between 1800 and 0600. Employees required to work during these hours will be paid a night differential.

k. Night shift differential for Federal Wage System employees means the differential paid for work performed on the second or third shift, or both.

l. Part-time Employee is defined as an employee who works less than 80-hours in a bi-weekly pay period.

m. Rotating tours of duty are those regularly scheduled tours that periodically require service on a different shift.

n. Tour of Duty under a flexible work schedule means the limits within which an employee must complete his or her basic work requirement. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement.

o. Shift Work. 1st (days), 2nd (evenings), 3rd shift (nights) within a twenty-four (24) hour period or a 12 hour day shift and a 12 hour night shift for a twenty-four (24) hour period.

p. Seniority is defined as an employee's length of service determined by the unadjusted official leave service computation date maintained in the employee's official personnel record and reflected on the employee's leave and earnings statement.

q. Double-up Operator. Any one of a staff or crew of five shift operators who does not have primary responsibility for the station on the shift when two operators are on duty. This position may also be referred to as the "extra", "swing", "lap", or "relief" operator.

r. Shift worker cycle. The length of time it takes to rotate an employee through all of the shift assignments.

19.3 Work Schedule Options. Within the conditions of this article, employees have the option to participate in the work schedule options identified below. Other variations may be approved to expand opportunities for employees, to meet unique work situations, or to accommodate special employee circumstances such as but not limited to family care needs, personal medical requirements, and education.

a. Traditional Work Schedule (TWS). The traditional work schedule consists of ten (10) eight (8) hour workdays each pay period as established locally.

b. Flexitour with the following flexible hours:

- (1) Starting Time: 0630 to 0845 hours
- (2) Lunch Period: 1115 to 1330 hours
- (3) Stopping Time: 1500 to 1745 hours

c. Compressed Work Schedule (CWS).

(1) 5-4-9 work schedule that includes eight (8) workday of nine (9) hours each plus one (1) workday of eight (8) hours within the biweekly pay period.

(2) 4-10 work schedule that includes eight (8) workdays of ten (10) hours in each biweekly pay period.

(3) 6-12-8 work schedule that includes six (6) twelve (12) hour workdays and one (1) eight (8) workday. Activities requiring 24 hours-per-day, seven days-per-week operations may be covered through the use of a compressed schedule comprised of two 12-hour shifts per day.

19.4 Establishment of tours of duty. The following guidance will be used to establish tours of duty:

a. Tours of duty or changes to such tours will be established in advance of the administrative work week and cover a period of at least one two-week pay period except when management determines that it would be seriously handicapped in carrying out its functions or that costs would be substantially increased. In the case of shift workers, their tour of duty will be established one complete cycle in advance to cover a complete cycle; the tour will identify the calendar days and the hours of each day comprising each tour; and copies of the tour announcement will be posted in conspicuous places, readily accessible to all affected employees. The schedule will reflect approved leave.

b. In establishing tours, the following requirements will be observed:

(1) Wherever possible, 2 consecutive days off will be provided in each administrative workweek. As a minimum, 1 regular day off, preferably Sunday, will be provided.

(2) Non-workdays should be staggered when it is necessary to provide 6

or 7 day coverage for a particular activity.

(3) So far as practicable, the daily tour of duty should be established in terms of full hours. When fractional hours are required, the daily tour will be expressed in full-hour and quarter-hour multiples.

(4) Management may establish an irregular shift schedule to cover unexpected, long-term vacancy. Normally the irregular tour will not exceed nine months.

c. All employees on rotating shifts will be given equal treatment with respect to off-duty time on Saturdays and Sundays.

d. Hours of work involving night duty should be kept to an absolute minimum but may be authorized where circumstances so require.

e. An employee's workweek will usually not extend over more than five (5) days of the period Sunday through Saturday.

f. Except for emergencies or specific mission requirements, employees will not be scheduled to work more than two of the established work shifts (days, evenings, and nights) within any seven consecutive day period unless the parties agree.

g. Except in emergencies or for special events, employees will not be required to report to work unless they have had at least twelve (12) hours off-duty time between work tours. Exceptions may be made with the approval of the employee and supervisor. This will not preclude work on an overtime basis.

h. Lock & dam operators. There shall normally be five (5) operators assigned to each lock who shall regularly work rotating 37 shifts to ensure that the activity is staffed 24 hours per day, 7 days-per-week. This provides an additional operator referred to as the double-up on one of the required shifts each week. Normally, each operator is assigned as a double-up on a rotation basis, so that all operators serve equally in the position for a specified period of time, such as one week. This does not preclude one operator from working the double-up shift full-time, or two or more from rotating in and out of the double-up position on a periodic basis if all operators at the station are in agreement. The double-up operator is scheduled in advance to cover one of the required regular shifts per week, and/or as a replacement to fill in for other operators who are scheduled to be absent during the days for which the double-up is scheduled. When a double-up operator is working at the same time as a regular operator, other duties may be assigned that are commensurate with the operator's skills and to meet workload requirements or for cross-training purposes. Unscheduled variation in the hours per day is inherent in assignment to a shift on which the double-up is assigned so as to cover unscheduled absences of other operators. However, as much advance notice as practicable is to be provided. Generally, leave will be scheduled to coincide with employees' shift assignment as the double-up operator.

i. Temporary Suspension of AWS. An employee may continue to participate in AWS while in travel or training status unless there is a need to change the work schedule, for example, the hours of operation at the travel

site differ from those of the employee.

j. Employees shall be paid shift differential and premium pay in accordance with applicable regulations. The shift will be considered to be worked on the date that a majority of the hours were worked. Similarly, the differential pay will be based on when the majority of the hours were worked.

k. Standby and On-Call tours.

(1) Standby duty. An employee is on duty, and time spent on standby duty is hours of work, if for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes. A finding that an employee's activities are substantially limited may not be based on the fact that an employee is subject to restrictions necessary to ensure that the employee will be able to perform his or her duties and responsibilities, such as restrictions on alcohol consumption or use of certain medications. An employee is not considered restricted for "work-related reasons" if, for example, the employee remains at the post of duty voluntarily, or if the restriction is a natural result of geographic isolation or the fact that the employee resides on the agency's premises. For example, in the case of an employee assigned to work in a remote wildland area or on a ship, the fact that the employee has limited mobility when relieved from duty would not be the basis for finding that the employee is restricted for work-related reasons.

(2) On-call status. An employee will be considered off-duty and time spent on an on-call status shall not be considered hours of work if:

(a) The employee is allowed to leave a telephone number or carry an electronic device for the purpose of being contacted, even though the employee is required to remain within a reasonable call-back radius; or

(b) The employee is allowed to make arrangements such that any work which may arise during the on-call period will be performed by another person.

19.5 Rest periods/Lunch periods. Rest periods will be considered a part of the daily tour of duty and may not exceed 15 minutes during each 4 hours of continuous work. A rest period of fifteen (15) minutes duration will be allowed each employee during each period of extended shift overtime of at least 2 hours duration. On days when all work is overtime, or in the case of extended shifts, a rest period of fifteen (15) minutes will be allowed for each period of four (4) hours worked. The rest period may not be a continuation of the lunch period, nor can the failure to take a rest period be used as the basis for reporting late and departing early. Rest periods may be rescheduled to accommodate work requirements.

Lunch periods for non-shift workers will normally be no less than 30 minutes and not more than 60 minutes in duration for each day worked unless prior arrangements have been made.

19.6 Tardiness. In ordinary circumstances, occasional tardiness and unavoidable or necessary absence from duty of less than 1 hour may be excused for adequate reasons or handled administratively. When employees are chronically tardy

without adequate excuse, such absence may be charged to absence without leave (AWOL) and may become the basis for disciplinary action.

#### 19.7 Incidental Duties.

a. Incidental duties directly connected with the performance of a given job are considered assigned duties, and time spent in their performance is to be included in the daily schedule of working hours. This includes time spent in travel which is an inherent part of an inseparable from the work itself. However, travel from home or lodging place to work or assembly point is not considered as work time.

b. Time required by employees to secure working implements in the morning and to return them to the proper place at the end of the day is included in the established tour of duty.

c. The day-to-day activities of a fieldwork party frequently involve travel between an assembly point and a work-site, and between work-sites. Time spent in such travel is included in the established tour of duty.

19.8 Daylight saving time. When a change to standard time goes into effect, the employees working shifts during the change will be credited and paid for the actual number of hours worked. Management will schedule an additional hour of duty, where workload requirements permit, for those affected rotating shift employees not desiring to take annual leave or otherwise lose an hour of duty time.

#### 19.9 Holiday/Leave Time.

a. Leave time will be charged at a rate consistent with the time the employee was scheduled to work on the leave day, e.g., 10 hours for a 4-10 compressed scheduled workday, etc.

b. Holiday time will be charged at a rate consistent with the time normally worked on that day, e.g., if an employee is scheduled to work 10 hours on a holiday, the employee will receive 10 hours of holiday pay.

c. If a holiday falls on an employee's day off, "in lieu" of holiday will be scheduled as follows.

(1) If the actual holiday falls on Sunday, and the scheduled AWS day off is Monday, then the next regularly scheduled workday (i.e., Tuesday) becomes the employee's in lieu-of-holiday.

(2) if the actual holiday is not a Sunday (i.e., Monday through Saturday), the last scheduled workday preceding

#### 19.10 Policy and Procedures for AWS

a. Participation in the Alternative Work Schedule (AWS) Program is voluntary for employees. Employees do not have to work an alternative work schedule if they prefer to remain in a traditional 5-day, 40 hour a week schedule. Total participation may be required of some work units to accomplish the Agency mission or to safeguard employees. In work groups in which full participation is required, all employees in the group will be treated fairly and equally. In these cases, the Union will propose a work schedule for management consideration and negotiation. Supervisors will not deny or revoke

participation without adequate justification. The reasons for denying AWS or removing an employee or a work unit from an AWS schedule will be documented and furnished to the employee and the Union.

b. Management Considerations.

(1) Management may temporarily suspend the operations of the AWS in all or any part of their work activity in emergency situations.

(2) Management will approve or disapprove specific scheduling options or individual work schedules or may temporarily change existing schedules based on mission requirements. The closing of an office may not necessarily adversely impact mission requirements.

(3) Management will attempt to accommodate employee's first, second or third choices of days off.

(4) Management may determine that, although the choices of employees are acceptable, too many may have chosen to be off on the same day. In this case, a decision will be made that only a particular number of employees may have that day off and the others will be scheduled for another day off.

c. Employee Responsibility.

(1) Employees who desire to participate in AWS may complete a Work Schedule Request Approval (Appendix A). Each employee may complete this schedule request form and submit it to his/her supervisor. In lieu of using the form, employees may make a written request which contains the information included on the form. Management will make copies for distribution to the timekeeper. Any subsequent changes should go through the same procedure. The supervisor will act upon these requests as soon as possible, but in no case later than ten (10) working days after the request is made. Employees already established in a work schedule option may continue and will not be required to file a new request. All new employees or re-hires will be given the opportunity of requesting participation in a work schedule option.

(2) All employees participating in the AWS program may request changes in their schedule once per quarter. Exceptions may be made for personal hardship or for the mutual benefit of the employee and the agency. Any approved change must be effective at the beginning of a pay period.

(3) All employees will state their first, second, and third choices for days off when requesting approval of a compressed work schedule.

(4) Employees working an AWS are required to notify their supervisor and their timekeeper of events, such as training or meetings and/or travel, which will require a change from an AWS to a standard 8-hour, 5-day tour.

d. In the performance of labor-management activities, employees who are union representatives will be given the opportunity to work AWS in accordance with the provisions of this Agreement.

e. The work scheduling options of the District will be taken into full consideration when planning and scheduling meetings. The days of Tuesday

through Thursday between the core hours should normally be used for scheduling meetings.

WORK SCHEDULE REQUEST

TO:

REQUEST THAT MY TOUR OF DUTY BE CHANGED TO THE FOLLOWING:

| WORK SCHEDULE     | START TIME | END TIME | LUNCH-START | LUNCH | END         |
|-------------------|------------|----------|-------------|-------|-------------|
| (1) 9 HOUR DAYS   | _____      | _____    | _____       | _____ | _____       |
| 8 HR SHORT DAY    | _____      | _____    | _____       | _____ | _____ (2)10 |
| HOUR DAYS         | _____      | _____    | _____       | _____ | _____       |
| (3) 8 HOUR DAYS   | _____      | _____    | _____       | _____ | _____       |
| (4) 12 HOURS DAYS | _____      | _____    | _____       | _____ | _____       |
| (5) Other:        | _____      | _____    | _____       | _____ | _____       |

DAY OFF (Authorizing Official will circle approved day off): FIRST CHOICE \_\_\_\_\_

SECOND CHOICE \_\_\_\_\_

THIRD CHOICE \_\_\_\_\_

DATE

EMPLOYEE SIGNATURE

To: TIMEKEEPER DATE:

Employee has been approved to work the alternative work schedule shown above.

\_\_\_\_\_  
SIGNATURE AUTHORIZING OFFICIAL

**ARTICLE 20 INFORMATION TO THE UNION**

20.1 Upon written request from the Union to the SWL Commander, Management will provide the following on, no more than, a quarterly basis:

a. An alphabetical list of bargaining unit employees to include name, position, title, grade and step, organizational assignment and location.

b. A list of employees by organization to include names, position, title and grade, organizational assignment and location.

c. District business telephone listing for all SWL employees.

20.2 Oral requests from the Union for information from Management shall be responded to with oral replies. All Union requests for written information shall be signed by the Union President or designated representatives and the

requested material shall be identified specifically. Management will provide a response to a request for information from the Union within 5 working days.

20.3 Management agrees to provide the Union President with access to the following information:

a. All vacancy announcements in the bargaining unit.

b. Current Department of Defense, Army, and CPAC/CPOC, and local regulations, policies, procedures and other guidance concerning personnel policies, practices and working conditions.

c. The current USACE, Southwestern Division, and SWL Affirmative Action Plans including periodic accomplishment reports.

d. All recurring EEO reports.

## **ARTICLE 21 LEAVE**

21.1 Annual leave.

a. All leave decisions will be made in a fair and equitable manner based on mission requirements.

b. Scheduling and use of annual leave.

(1) The granting of annual leave will be governed by workload requirements and the necessity to maintain an adequate workforce. Use or lose annual leave should be scheduled in writing by 15 February for the entire year to minimize forfeitures. Individual schedules may be changed by mutual consent of the appropriate approving authority and the employee because of circumstances that develop during the year. Failure to take leave when scheduled or to arrange a different schedule in advance could result in forfeiture. When leave has been approved, such leave shall not be cancelled except for compelling mission reasons. When a request for annual leave has been denied or approval of a leave request has been cancelled due to workload considerations, management, in consultation with the employee, will ensure the leave is rescheduled later in the leave year or restored.

(2) Priority consideration will be given for leave requests that involve vacation planning and special events. When establishing the firm rotating shift cycle, regularly scheduled double-up operators may have first consideration for scheduling leave during their swing tour of duty. However, employees at each work unit (lock and dam operators at each lock and dam, a Branch, Section, or an Office) will have the option to establish a procedure for settling leave-scheduling disputes. Employee proposals will be submitted to the Union for review, approval, and submission to the Employer. The Employer will accept the proposal as submitted or negotiate an acceptable procedure. All leave denials will be in writing and will include the reasons.

c. The use of annual leave is subject to the approval of the supervisor or designee in advance unless there are unusual circumstances that caused the absence. In case of unplanned leave, the supervisor or other designee should be notified as soon as possible on the first day of the absence so that proper approval may be given. Failure to secure this approval may result in the period being charged to absence without pay. A mere report of absence will not

necessarily result in favorable action.

d. Annual leave may be used instead of sick leave at the request of the employee. The substitution of annual leave for sick leave may not be made retroactively beyond 30 days after being charged.

e. Employees may request approval of advanced annual leave from the immediate supervisor or designee. Annual leave may be advanced in the amount that would accrue during the balance of the leave year or the remainder of the employee's employment in the event of retirement or separation.

#### 21.2 Sick leave.

a. Accumulated sick leave will be granted to an employee who requests sick leave for the following:

(1) To receive medical, psychological, dental, or optical examination or treatment.

(2) For incapacitation for performance of duties by sickness, injury, or pregnancy and confinement.

(3) When his presence at this post of duty would jeopardize the health of others because of his exposure to a contagious disease.

(4) Those situations covered by the Family and Medical Leave Act and Government-wide regulations.

b. An employee who is absent for the above reasons should notify their supervisor or designee as early as practicable on the first day of such absence. If predictable, the employee will provide the expected duration of the absence. No further notice is required unless the employee will be out longer than anticipated. When a supervisor does not specify otherwise, the designee may be voice mail, answering machine, message with another employee, message with secretary, or e-mail.

c. Sick leave charges will be documented on a SF 71, Application for Leave. Employees using excessive amounts of sick leave, without medical documentation or other justification, shall be counseled concerning the proper use of such leave and told of their responsibility to use it for authorized purposes. If there is evidence of sick leave abuse the employee may be placed on a leave restriction of 120 to 180 days.

d. When an Attending Physician's signature on an SF 71 is required for sick leave, the employee is responsible for obtaining the medical certificate or document of the physician and turning in the request to his supervisor.

e. Sick leave may be advanced in accordance with applicable laws and agency guidance.

f. When sickness occurs within a period of annual leave, employees are permitted to charge their scheduled annual leave to sick leave to cover the period of sickness.

### 21.3 Excused Absence.

Excused absence is an administratively authorized absence from duty without loss of pay or charge to leave. Supervisors may excuse employees for "brief" periods normally not more than 4 hours as needed to accomplish the intent of the authorized absence.

Absences which may be excused, if specific regulatory criteria are met, include but are not limited to:

- a. Enlistment, induction, or draft registration.
- b. Employment interviews/job search if base Realignment and Closure (BRAC) or Reduction in Force (RIF) is involved.
- c. Rescue or protective service work.
- d. Suspensions, once it has been determined that an employee's presence on the job may (1) be injurious to the employee, fellow worker, or the general public; (2) be detrimental to the interest of the government; or (3) result in damage to government property.
- e. Voting or voting registration. As a general rule, where the polls are not open at least 3 hours either before or after an employee's regular hours of work, he may be granted an amount of excused leave which will permit him to report for work 3 hours after polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off. It is recognized that under exceptional circumstances where the general rule does not permit sufficient time, an employee may be excused for such additional time as may be needed.
- f. Medical donor programs.
- g. Taking Government related employment examinations.
- h. Consultation with operating officials or civilian personnel officials.
- i. Military funerals.
- j. Permanent change of duty station.
- k. Counseling due to a referral under the Employee Assistance Program (EAP).

1. Certification if it enhances technical efficiency.

m. Job related activities other than normal duties; for example, to recuperate (normally not more than 4 hours) from fatigue/loss of sleep after prolonged duty status and/or official travel (more than 16 hours) to provide at least 8 hours of sleep, or attendance to local funerals of fellow workers.

### 21.4 General.

a. An absence from duty which was not authorized nor approved or for which a leave request has been denied is charged on the leave record as "absent without leave." Periods of absence without leave are charged in multiples for 15

minutes and pay is withheld for the entire period of such absence. If it is later determined that the absence without prior authorization was excusable or that the employee was ill, the charge to absence without leave may be changed to annual or sick leave.

b. Administrative dismissals - inclement weather. The following general guidelines apply:

(1) All offices will observe a liberal leave policy whenever inclement weather threatens. Employees will be allowed to take annual leave without prior approval, with the exception of mission essential operators.

(2) Personnel working on a military installation will follow the guidelines issued by that installation. District Office personnel, as well as those working at a project office or remote site without its own policy, will follow established policies for their areas to include special requirements for mission essential operations.

c. The minimum charge to all leave is one quarter hour.

d. Anything pertaining to leave not covered in this article will be in accordance with applicable laws and agency guidance.

e. Union members selected to serve in the capacity of an International Union representative or officer representing the interests of all Federal employees, which would require absence from the job, may be granted Leave Without Pay by the employer for a period of up to three (3) years.

## **ARTICLE 22 MERIT SYSTEM PLACEMENT/PROMOTION AND DETAILS**

22.1 General. This article applies to all merit promotion and placement taken within the bargaining unit except for those covered by mandatory career programs. All placements and promotions will be in accordance with the provisions of law and applicable regulations with the exception of the provisions contained in the following sections.

### 22.2 Merit System Placement, Promotion, and First Consideration

a. Merit System Placement and Promotion actions will be made consistent with SWDR 690-1-335, dated 1 November 2004 and later editions with the exception of the provisions of this article.

District employee applicants will be given first consideration for internal vacancies before non-district applicants are considered.

b. Selection screening panels will be used to rate and rank GS- 07/WG-09 (and equivalent) and above when the announcement results in a list of 6 or more qualified applicants. Panels, although encouraged, are not required for entry level or trainee positions unless specified in the training program. Rating and ranking panels will be conducted in accordance with current Little Rock District policy Memorandum dated 15 February 1999.

22.3 Review of Competitive Actions. Subject to the Privacy Act, all documentation as maintained within the systems of records relating to the recruitment, selection, and placement process will be maintained for 2 years and made readily available to the union upon request. The Union will provide

reasons for each request. If management believes that there is not a legitimate need for this material, then the Union may file an information request in accordance with the Statute.

22.4 Vacancy Announcement. Each vacancy announcement will be open for application and posted for a minimum of fifteen (15) working days. During the first year of this contract, vacancy announcements for positions in the bargaining unit will be posted on bulletin boards accessible to all employees. Thereafter, vacancy announcements will be available to employees via electronic access. Vacancy announcements will contain:

- a. Title, series, grade and short description of duties.
- b. Organizational and geographical location of the position.
- c. Summary of or reference to minimum qualification standards for basic eligibility (as outlined in OPM Handbook X-118 or X118c)
- d. List of any special working conditions (e.g. frequent travel, unusual working conditions, hours, shift work etc.) determined essential to satisfactory performance.
- e. If appropriate, information regarding the known promotion potential of the position to ensure that all applicants are aware of subsequent "career promotion" possibilities.
- f. Area of consideration.
- g. Opening and closing dates for receipt of application and how to apply. Cutoff dates for open continuous announcement.
- h. For job vacancies within the bargaining unit, the following statement will be included in the announcement: "This position is exclusively represented by Local 953, AFGE, AFL-CIO."

22.5 Applying for Vacancies.

a. If an applicant already has a resume on file with the SWCPOC, the applicant indicates interest in an announcement by submitting a self-nomination form only. If the applicant does not have a resume on file and wishes to apply for the announcement, the applicant must prepare a resume', supplemental data sheet, and self-nomination and submit it to the SWCPOC.

b. Management agrees to develop and maintain instructions for viewing vacancy announcements and applying for vacancies. A copy of the instructions will be provided to each employee.

c. For applicants to be considered for a specific vacancy, an acceptable resume', supplemental data sheet, and self-nomination must be received in the SWCPOC as of the closing date(s) of the announcement.

22.6 Other Placement Actions.

a. Permanent hardship reassignments to positions of the same or lesser grade without promotional potential may be made without following the selection process where management and the union agree the reassignment is in the best interest of the government.

b. Placement of employees from training programs will be in accordance with the training article or other negotiated agreements.

#### 22.7 Details.

a. Management will afford employees the opportunity for professional development through career enhancing details and assignments when mutually convenient. All details over thirty days will be reported on Request for Personnel Action and maintained as a permanent record in the Official Personnel Folder of the employee being detailed.

b. Details will be rotated equitably among qualified and available bargaining unit employees. Normally, employees in the work unit where the opportunity for details and temporary promotions exist will be rotated first through the position before it is offered to others outside the work unit.

#### 22.8 Temporary Promotion.

c. Temporary promotions of more than 90 continuous days will be accomplished under competitive procedures.

d. Temporary noncompetitive promotion opportunities will be rotated equitably among those qualified in the office/division where the vacancy exists before the opportunity is extended to employees outside of the office/division.

e. Temporary assignment to higher grade positions shall normally be accomplished by a temporary promotion when the need for a temporary replacement is expected to last more than 30 days.

f. All individuals to be temporarily promoted competitively or non-competitively will be advised in advance of the temporary nature of the action and all conditions relating to it, including the expected duration.

22.8 Questions about the promotion procedures or specific promotion actions should be referred by an employee to the selecting official. The employee will be provided as a minimum with the following information:

a. Whether the employee was considered for promotion and, if so, whether he/she was found qualified on the basis of the minimum qualification requirements for the position.

b. Whether the employee was one of those in the group from which selection was made.

c. Who was selected for promotion?

d. If not selected for promotion or if not on the highly qualified list, improvements needed in order to increase future competitive opportunities.

## **ARTICLE 23 NEGOTIATIONS AND SUPPLEMENTAL AGREEMENTS**

23.1 Modification or amendments of this agreement resulting from changes in applicable laws, the implementation of which are mandatory and not discretionary on the employer, will be made by written notification to the Union indicating the modification and the reason. In such an event, the parties will meet for the purpose of negotiating new language which will meet the requirements of such laws. Such amendments as agreed to will be duly executed on a date or dates appropriate under the circumstances.

23.2 Once a need for a supplement or MOA is recognized, a negotiating team will be convened. The ground rules and team composition will be negotiated at that time. Negotiations will be conducted during duty hours on official time. Any subsequent agreement will be formalized as a supplement to the contract or as a Memorandum of Agreement as appropriate.

23.3 If an agreement cannot be reached, either Party may request the services of the Federal Mediation and Conciliation Service (FMCS). If the services of the FMCS do not result in an Agreement, either party may pursue the services of the Federal Services Impasses Panel (FSIP) within ten working days. The Employer agrees that those changes for which there is no urgency will not be implemented until any resulting impasses have been resolved.

23.4 Agreements which clarify, modify, and or amend this Agreement shall be recorded as Memorandums of Agreement. All other negotiated/bargained additions to this Agreement will become Supplemental Agreements.

23.5 No side agreements between the Union and individual supervisors or Management and individual stewards shall be made which either expand or limit the provisions of this Agreement. Agreements are valid only if made by the duly appointed officials of each party. Similarly, no one may unilaterally change the terms of this Agreement.

## **ARTICLE 24 ORIENTATION OF NEW EMPLOYEES**

24.1 The Employer agrees to provide orientation sessions to all new employees at least quarterly. The orientation will include, as a minimum, the Corps' mission, organizational structure, District resources (e.g. Technical Resource Center), employee programs (e.g. Employee Assistance Program (EAP), fitness programs, counseling, CRA), district programs (e.g. EEO, safety, suggestion), safety requirements specific to the position. The Union shall be provided the opportunity to make a presentation at all quarterly new employee orientations. All new employees hired into a position included in the bargaining unit shall be informed of the Union's exclusive recognition status and the employee's right to join or refrain from doing so without fear of penalty or reprisal and furnished a Union Information Packet provided by the Union.

24.2 The Employer will make the negotiated agreement available on an electronic bulletin board or hard copy where there is no access to the electronic bulletin board. The Employer will give each new employee the name of the steward assigned to the location and will make arrangements for the steward to meet the new employee at the earliest possible convenience, but no later than the second pay period following initial employment. The supervisor will notify the Union President if there is not a Union steward assigned to the area where

the new employee will be located. The Employer will work with the Union President to a designated Union representative within the employee's first quarter of employment.

24.3 Management will provide a list of new bargaining unit employees upon request of the Union.

## **ARTICLE 25 OVERTIME**

25.1 The opportunities for overtime assignments shall be distributed fairly and equitably to all permanent employees in a particular job classification, duty station, and shift. At the end of each calendar year the difference in overtime between employees will be carried forward. The Employer shall maintain records of overtime worked and shall present these records to the steward of the area or other Union official when requested.

25.2 Individual employees may request to not work overtime, and management will strive to accommodate desire as long as there are willing, qualified personnel to meet the requirement without impacting safety, morale, and productivity.

25.3 Individual employees will not be forced to work overtime against expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work.

25.4 When overtime work is required, the employee(s) who perform this work during the regular workweek will normally be assigned to perform the overtime work. Overtime work should be prescheduled and notice should be provided to employees at least seven days in advance except when management determines that delay would seriously handicap carrying out the mission or cost would be substantially increased.

25.5 As fairly as possible, prior to using non-permanent employees, overtime will first be offered to all permanent employees.

25.6 It is understood that where overtime of short duration is required for special projects, work to complete these projects or work already in progress to meet required deadlines or emergencies, the employee or employees involved will normally be given the first opportunity for the overtime assignment

25.7 Employees used to assist in declared disaster events shall receive overtime pay as authorized by federal statutes.

25.8 Employees required to return to their place of employment on unscheduled overtime shall receive a minimum of two (2) hours pay at the overtime rate, regardless of the actual time worked during the two (2) hour period.

25.9 Compensatory time is time off during a basic workweek granted to employees in lieu of payment for overtime. All employees will receive overtime pay or compensatory time for work performed beyond normal duty hours. Pay and compensatory time will be in quarter- hour increments.

25.10 An employee will be considered on duty and time spent on standby shall be considered hours of work if:

a. The employee is restricted to an agency's premise, or so close thereto that the employee cannot use the time effectively for their own purposes; or

b. The employee, although not restricted to the agency's premises:

(1) Is restricted to their living quarters or designated post of duty, or to travel in the local area;

(2) Has their activities substantially limited;

(3) Is required to remain in a state of readiness to perform work.

25.11 Overtime will be authorized during shift change over when ongoing duties prohibit outgoing operator from turning immediate control to incoming operator.

## **ARTICLE 26 LABOR-MANAGEMENT PARTNERSHIP**

26.1 Partnership involves the design, implementation, and maintenance of a cooperative working relationship between Labor and Management through maximum pre-decisional involvement in order to achieve common goals. Management and Union leadership must be committed to the principles upon which Partnership is based in order for this effort to be successful.

26.2 The structure, nature, scope, and operation of partnerships will be jointly determined by the Employer and Union officials in accordance with the principles identified below. The Employer and the Union shall be committed to work at all levels to establish and improve effective Partnerships designed to ensure a quality work environment for employees, more efficient administration of programs, and improved service to customers. The principles guiding this effort shall include:

a. Pre-decisional involvement, sharing of information,

b. Open communication, trust, identification of problems and finding solutions,

c. Reaching joint agreements and making joint recommendations,

d. Use of alternate dispute resolution, interest-based problem-solving techniques, and facilitation,

e. Union and management working together on committees with each having the right to select their representative for such committees and work groups,

f. Cooperation, integration of interests, and mutual respect,

g. Minimizing or eliminating collective bargaining disputes,

h. Equal numbers of Union and Management members on the partnership Council with consensus decision making,

- i. Top Management and Union leaders fully participating in the activities of Partnership, preferably as members of the Partnership Council,
- j. Publicizing partnership successes at all levels.

26.3 The scope of partnership may include:

- a. Any issue or concern to either the Union or the Employer
- b. By mutual consent, the parties may fulfill bargaining obligations through the Partnership.

26.4 To achieve optimum results from Partnership, the best interests of both parties are served by continual and joint Labor/Management training. The need for and the type of training will be determined by the Partnership Council with costs incurred by the Employer.

26.5 While participating in Partnership activities, all bargaining unit members not in a representational capacity, will be considered on duty status and not on official time. In the event these activities are conducted beyond normal duty hours, members will be compensated in accordance with applicable law.

26.6 Recognizing that Partnership is in the best interest of the government, the Employer will be responsible for all Partnership Council members' appropriate travel and per diem expenses in connection with Partnership activities.

#### **ARTICLE 27 PERFORMANCE AWARDS**

27.1 It is recognized that the right to grant a performance award belongs to Management. It is also recognized that Management is obligated to ensure that awards are distributed in an equal and fair manner to serve as recognition for workforce contribution.

27.2 The Union President, or designated alternate, will be a voting member of the SWL Incentive Awards Committee. Additionally, the President may appoint one advisor to be present.

#### **ARTICLE 28 PERFORMANCE EVALUATIONS**

28.1 The provisions of the Department of Army's approved performance management system as defined in AR 690-400 shall be followed.

28.2 All employees shall be given a reasonable opportunity to achieve the performance standards/objectives. Such standards shall be applied objectively, fairly, and equitably.

28.3 Senior system rating standards shall be reasonably attainable, be able to be exceeded, tell clearly what is required for success, and permit accurate measurement of performance such as but not limited to milestones, quality of results, required processes, and resources.

28.4 At the beginning of the rating period, base system employees shall have the opportunity to discuss the expectations and objectives for that rating period and shall be advised on what is required to receive a "SUCCESS" rating for each performance objective. The expectations and objectives shall be applied in a fair and equitable manner for similar positions throughout the

District.

28.5 Employee shall receive the original completed appraisal within five working days of the performance rating meeting between the employee and supervisor.

28.6 At least one interim (midpoint) review shall be conducted between the rater and employee. This review shall consist of identifying to the employee new or changed objectives, accomplishments, and training completed or scheduled. The discussion shall include an indication of the level of performance at the mid-point and an explanation of what is required to maintain and/or raise the rating. This review shall be documented on the support form.

28.7 If, after the mid-point review, the supervisor identifies a significant decline in an employee's performance, the employee will be counseled on the expectations for success.

28.8 Only those objectives that were assigned at the initial meeting or at an interim meeting during the rating period and there was an opportunity to perform them may be rated during the rating period.

28.9 Performance standards/objectives shall be based on the duties and responsibilities of the position.

28.10 Performance evaluations of employees serving as Union representatives shall be based on actual time available to accomplish objectives. Union representatives will be rated solely on the performance of job duties and will not be penalized for their exercise of representational duties.

28.11 Employees dissatisfied with their performance rating shall follow the Problem Solving Process and Grievance Procedures.

## **ARTICLE 29 POSITION DESCRIPTIONS**

29.1 Management agrees that it is essential that in accordance with laws, rules, regulations, and guides all employees shall be paid equitably and that pay rates shall bear a direct relationship to the level of skill and responsibility of the work performed. Job duties and descriptions will be accurate and clearly identify the duties and responsibilities assigned and performed. Job descriptions will be reviewed annually for accuracy.

29.2 Any employee in the bargaining unit who feels his/her job is improperly classified have the right to petition the Employer through the Union to have his/her job classification examined. Such petition will include information as to the basis for the charge of improper classification. The Employer agrees to conduct such examination jointly with the Union. Employees may seek classification appeals by using any channel described in governing regulations.

29.3 Any change in a job description affecting grade level, title, or series will be discussed by the Employer, with the affected employee, and with a representative of the Union, if desired by the affected employee, prior to the effective day of such change. If satisfactory solution is not reached,

the Employer can still proceed to effect such change, subject however, to the employee's right to challenge such through determinations as set forth in current regulations or the Problem Solving Process/Grievance Procedure.

#### **ARTICLE 30 REDUCTION IN FORCE**

30.1 General. Once management has made a tentative decision to conduct a reduction-in-force (RIF) the Union will be advised of the reasons requiring the RIF. RIF alternatives and Union input will be considered prior to management's final decision. All vacancies will be held for assessment for potential placement of displaced employees. Prior to any general notice to employees of a potential RIF, the Union will be given as much advance notice as practicable, but not less than seven working days. Management and the Union shall work toward minimizing the adverse impact of such action. The Union will be involved in all aspects of the process in order to provide awareness and understanding to bargaining unit.

#### 30.2 Reduction in Force.

a. All RIF actions will be carried out in strict compliance with applicable laws and regulations.

b. The Union may designate an appropriate number of representatives to service affected employees within the RIF area based on the number of employees affected and the geographic area. Management agrees to provide these representatives the same training as provided to management officials and/or employees.

c. Management will meet with representatives to resolve individual employee concerns such as, but not limited to, Competitive Area, Retention Register, and Competitive Service. The Union will be provided access to information leading to adverse action and separation of individual employees.

d. Management agrees to develop an out placement counseling program establishing contact with Federal, State, Municipal and Private agencies to seek employment for employees scheduled for separation and provide referral services for psychological and emotional support counseling as well as career services.

(1) The primary emphasis of the program will be on securing employment for those employees who will be separated. The goal of the out placement program will be, first, to attempt to place adversely effected employees in the Federal service.

(2) A point of contact will be established to administer the program throughout the reduction in force process and to counsel employees.

30.3 Retention Registers. A retention register will be maintained during the implementation of the RIF procedures. Management will notify the union and provide access to the retention registers, as soon as the retention registers are available.

30.4 Re-Promotion Registers. A re-promotion register will be established containing the names of all employees who are downgraded due to the RIF action.

Management agrees to provide the Union with access to re-promotion register upon request. Re-promotion to position of former grades will be in accordance with current Federal and agency regulations.

30.5 Competitive Areas. Management agrees to meet and confer with the Union prior to initiating a change in the competitive area. The current competitive area for RIF purposes is the Little Rock District.

30.6 Competitive Levels. Appropriate competitive levels will be established to assure interchangeability of employees without undue interruptions of the work program. Management agrees to meet and confer with Union when questions or issues arise concerning competitive levels during a RIF.

### **ARTICLE 31 SAFETY AND HEALTH**

31.1 The Employer shall make maximum effort to provide and maintain safe working conditions. The Union will cooperate to that end and encourage employees to adhere to safe working practices.

31.2 Management shall permanently post a Department of Labor poster on official bulletin boards, informing employees of protections and obligations provided for in OSHA and Executive Order 12196.

31.3 Management will make every reasonable effort to assure that normally only qualified employees, or employees in training, will be permitted or required to operate equipment or perform duties which could be self-injurious or injurious to other employees. Employees are responsible for informing management of any concern about their qualifications or training. If an employee believes their illness or medication would preclude safe operation of equipment, they will inform their supervisor.

31.4 Employees are encouraged by management and the Union to be alert to unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area. When apparent unsafe or unhealthy conditions are observed or when an employee believes that a job to which they have been assigned is not safe or will endanger their health, the employee should bring the matter to the attention of their immediate supervisor or the next level of supervision available. If the supervisor determines that no hazardous condition exist, the employee will be notified and furnished with the reason why the condition was found not hazardous. If the supervisor finds that an unsafe condition exists and it cannot be promptly abated, the affected employee and the Union will be kept informed of the steps being taken to resolve the problem.

31.5 Employees and Union officials should make every effort to resolve safety concerns through the procedures above. However, any employee or Union official who believes that an unsafe or unhealthy working condition exists in a workplace may request an inspection of the workplace by the Safety Office. A Union representative, as designated by the Union, shall be afforded the opportunity to accompany management on annual safety inspection surveys. Travel and per diem shall be authorized for this representative with Management paying 75% and Union 25% of these costs. Parties will make every effort to minimize travel costs. The Union will not be charged travel costs when accompanying the

Safety Office representative. Union will be afforded access to safety complaints, accident reports, and official responses involving bargaining unit employees. Such access will have to conform to legal requirements, e.g. Privacy Act, AR 15-6, HEPA, and Inspector General rules.

31.6 Employees will, if possible, report all injuries received on the job immediately to their supervisors.

31.7 The supervisor shall provide the employee with a CA-1 for any injuries or Form CA-2 for occupational diseases, ensure that the employee receives assistance in completing the form(s), and shall release for or assist the employee in obtaining treatment. Treatment of injured employees will not be delayed due to lack of completion or unavailability of forms.

31.8 Employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but are capable of returning or remaining in duty status, will, when possible, be detailed to work assignments compatible to their physical condition or their regularly assigned duties will be temporarily tailored to the physical limitations. The nature and location of limited duty assignments will be determined by the Employer. Injured employees may be required to have a physician's clearance prior to returning to work.

31.9 In the event of a work-related injury during the employee's duty hours, worktime lost by the employee on the day or shift on which the injury occurred will be excused without charge to leave. If the injury disables the employee for work beyond the day when the injury occurred, the employee will be advised of and assisted with understanding the provisions of the Federal Employee's Compensation Act regarding use of leave or salary continuation by the employee's supervisor(s) or other management-designated representatives.

31.10 Management shall provide the following health services to affected unit employees:

a. If required by prescribed safety practices and/or regulations:

(1) Immunizations necessary to safeguard the health of employees in the course of their job-related duties.

(2) An appropriate physical examination. Non-job related physicals may be administered, subject to availability.

(3) Appropriate health information.

b. Prompt medical treatment and facilities for employees who are injured or become ill on the job.

c. Depending on the severity or the circumstances, transportation and assistance for employees who become ill or are injured on the job.

d. Management agrees to consider and, whenever reasonably possible, furnish health services on a periodic basis such as weight loss, stress management, stop smoking clinics, CPR training, and AIDS Education.

31.11 Management recognizes the need for training regarding occupational health and safety to ensure employee safety and minimum loss of worktime due to injuries. This training will address communicable diseases and include specialized job safety training appropriate to the work performed by the employee. This training will also address the Occupational Safety and Health Program with emphasis on the rights and responsibilities of employees. Management will inform all employees of safe working habits and practices appropriate to their job and specific job assignments. All first aid training will include procedures and precautions to be followed to prevent the spread of blood borne pathogens and communicable diseases. All first aid kits will include appropriate supplies to assist employees in safely administering first aid.

31.12 In accordance with applicable Law and regulation, employees will receive hazard pay differential for any period in which they are subjected to physical hardship or hazard not usually involved in carrying out the duties of their position.

31.13 The utmost effort will be made to preserve the confidentiality of personal/personnel medical records of an employee. All medical records will be restricted to persons with a bona fide "need to know".

31.14 Management agrees to provide and bear the full expense of all special tools, clothing, and equipment that employees are required to use in the performance of their duties. These requirements will be determined by the Position Hazard Analysis, Activity Hazard Analysis (for specific tasks), or applicable laws, safety standards, and guidelines issued by higher headquarters. The position and activity hazard analyses, which will be developed jointly by the employee and supervisor, will include replacement criteria for all special items. The Employer recognizes that certain occupations may require more frequent replacement of equipment (e.g., hearing protection, safety shoes) due to conditions of use. Such replacements will be evaluated on a case-by-case basis. Where eye protection is required in accordance with the Position Hazard Analysis, the Employer will provide safety glasses that meet the ANSI Standards. Consideration will be given to the need for tinted lenses. If the safety glasses are broken during the performance of assigned duties, an additional purchase will be authorized.

31.15 Employees holding positions which are included in an established program of medical surveillance related to occupational or environmental exposure or demands, will continue to receive medical testing in the manner currently in place. Any changes to the current methodology will require negotiation with the Union prior to implementation.

31.16 The Employer will comply with Federal laws and regulatory requirements related to the use of, and exposure to Video Display Terminals (VDT), infectious disease, asbestos, and other hazardous materials.

31.17 The Employer agrees that employees should be provided information about ergonomic hazards and how to prevent ergonomically-related injuries. The Employer agrees to provide, to the maximum extent possible, equipment (chairs, tables, workstations, lighting, keyboards and screens, printers, etc.) that meet ergonomic design criteria. It is also agreed that when equipment is purchased, to the extent possible, training should be provided by vendor on how

to safely and properly operate that equipment.

#### **ARTICLE 32 SUGGESTION PROGRAM**

32.1 A program will be maintained to solicit, evaluate, and implement as appropriate employee ideas for work place/process improvement in accordance with AR 5-17 Army Ideas for Excellence Program.

32.2 The functional proponent is obligated to insure personnel who are properly qualified, knowledgeable, and trained in the subject area evaluate suggestions.

32.3 Functional proponents approving suggestions for adoption are responsible for insuring implementation. Approval of the suggestions carries the obligation for implementation.

#### **ARTICLE 33 TRAINING**

33.1 The Employer and the Union recognize that the continuous development and growth of all employees are desirable and that the responsibility for training and self-development rests with the employee and the employer. Supervisors will work closely with employees to determine training opportunities and needs to support job performance and mission requirements.

33.2 When training is to be given to some, but not all employees in a given occupational or organizational group or level, selection will be fair and equitable and should be based upon the below criteria. In the event an employee is denied training due to mission priorities, the employee will be rescheduled for the training normally within 12 months.

- a. Relation of training course to employees assigned duties.
- b. The employee's need or anticipated need for training in the current job assignment.
- c. Whether the employee has previously taken the same training course.
- d. The employee's individual development plan and the available equivalent courses.

33.3 Training courses, seminars, conferences and meetings will be scheduled during duty hours if practical.

33.4 Training for Union Representatives. Official time, per diem, and travel shall be authorized to attend union or government sponsored training of mutual concern or benefit to employees and management.

#### **ARTICLE 34 TRAINING PROGRAMS AND CAREER LADDERS**

34.1 Training Programs and Career Ladders. Management and the Union will explore various means of hiring and developing a skilled workforce and enhancing career opportunities including but not limited to the establishment of trainee programs and the use of career ladders. The parties are committed to establishing trainee and career ladder positions within the organization in

those situations where positions and functions can be grouped in a way compatible with program and work considerations. The parties agree to develop programs and plans to implement trainee and career ladder positions through joint labor-management involvement. Labor and management will work together as follows:

a. Participation will include bargaining unit representatives appointed by the Union.

b. Review will consider existing positions and work functions within the respective component in all job categories (i.e., general schedule, technical, administrative, clerical, wage grade)

c. Revise existing positions and develop trainee and career ladder positions where appropriate. The parties will attempt to design training and career ladders that provide opportunities for both lateral movement between career ladder positions and promotion to higher graded training and career ladder positions.

revised, the Union will be notified and included in the process.

The employee will be provided with a copy of any revised career ladder plan within 30 days of such revision.

34.2 Training Program and Career Ladder Positions help employees develop to successfully perform higher level duties through training and incremental assignment of more complex work

a. A plan will be established for each identified position. The plan will outline the objective criteria for each grade level that an employee must meet in order to be promoted. A copy of the plan will be given to each employee within 30 days of entry into the position and when they are promoted to a new level. The employee will also be advised of their earliest date of promotion eligibility.

b. Plans will be tailored to the complexity of the job duties and will permit individuals to learn and assume the fuller range of duties.

c. The following provisions will apply to all training programs.

(1) Upon satisfactory completion of a training program the employee will normally be promoted to a journeyman or target level position.

(2) Employees classified as trainees will work under the instruction of higher graded personnel (e.g., instructor, foreman, skilled journeyman, or other qualified personnel) for work experience training. Trainees normally will not be used to assume full responsibilities for journeyman level duties.

(3) Qualified applicants from within the District will be given first consideration for all trainee positions.

(4) Graduates from training programs (e.g., lock & dam trainees) will be considered for assignment to the first available position vacancy.

Management retains the right to make selections in accordance with their rights under the Statute.

34.3 If the employee is making progress, the supervisor will ensure that he has the opportunity to acquire pertinent skills and knowledge and to demonstrate that he meets promotion requirements as soon as is feasible in accordance with the requirement of the career plan. At the time the employee reaches his earliest date of promotion eligibility, the Employer will decide whether or not to promote the employee based on the following:

a. If an employee is rated as successful and is meeting the promotion criteria in their plan, the Employer will initiate a request for promotion in a timely manner.

b. If an employee is not meeting the criteria for promotion, the employee will be given a written notice that states the deficiencies and needed corrective actions.

34.4 At any time a supervisor or employee recognizes an employee's need for assistance in meeting advancement criteria, the supervisor will provide guidance and or assistance as appropriate.

34.5 If a non-probationary employee fails to meet the promotion criteria after the appropriate assistance, the Employer may:

a. Provide the employee with additional time to meet the promotion criteria.

b. Assign the employee duties commensurate with the employee's current grade.

c. The plan may end, and the employee will remain at the level attained within the plan. The employee may be reinstated back into the plan non-competitively if the employee remains in the position covered by the Plan.

d. The employee may be assigned to another position at the same grade and step.

e. The employee may be reassigned to a lower grade or removed from service if the options identified in a-d above are not available.

#### **ARTICLE 35 TRAVEL AND PER DIEM**

35.1 When travel is required as part of an employee's assignment, the desires, convenience, and comfort of the employee will be considered. Travel should be scheduled so an employee travels during regular duty hours. When an employee is required to travel during non-duty hours and/or non-duty days, the employee will be compensated in accordance with the law. In the event such travel is required, the supervisor or directing official will include a written statement of reasons for ordering such travel on the travel order. An employee may delay return until the following morning if arrival at their final destination

(e.g. residence) is later than 10:00 p.m. To prevent travel during off-duty hours it isn't unreasonable for an employee to:

a. depart from their duty station the afternoon before the day the employee is required at the TDY station, or

b. depart from the TDY location the morning after completing a TDY assignment.

35.2 Employees who have a fear or other legitimate concerns, will not be required to travel in government aircraft (chartered) or non-scheduled commercial aircraft (chartered) without their consent, except as provided in the Joint Travel Regulation.

35.3 Employees will be given the maximum amount of advance notice that the mission permits.

35.4 When employee's returning from TDY are delayed in route for more than one (1) hour, through no fault of their own, they will be reimbursed for one (1) five (5) minute long distance phone call to their residence.

35.5 As a general rule rental cars will be authorized for TDY travel but will be subject to approval by the travel approving official.

35.6 The approval authority for Travel and Per Diem associated with official time activities will be the Commander or his designee. In the event travel and per diem is denied, a written justification will be provided to the Union.

## **ARTICLE 36 UNION DUES**

36.1 Management will provide payroll withholding of Union dues. Management will provide at no cost Standard Form (SF)1187, Request for Payroll Deduction for Labor Organization Dues; and Standard Form 1188, Cancellation of Payroll deductions for Labor Organization Dues, or other appropriate management required forms. Forms may be obtained from the Union or from Management.

36.2 Procedures for Withholding. Bargaining unit members wishing to have their dues withheld by payroll deduction will submit their completed SF 1187s to the Union. The Union will certify the form, identify the dues to be withheld, and forward the SF 1187 to the District Payroll Liaison for processing. Dues withholding will become effective at the beginning of the next pay period if received in the appropriate Administrative Office at least five (5) working days prior to the beginning of that pay period. Questions concerning whether an employee is in the unit of recognition and eligible for payroll deduction of union dues will be resolved through consultations with the CPAC/CPOC and the Union. In the event a clarification of unit petition is filed, the employee's dues will be withheld pending a decision on the petition.

36.3 Allotments will be discontinued when the employee dies, retires, resigns, is separated from Federal service, suspended or expelled, or transfers out of the bargaining unit.

36.4 The servicing payroll office will remit dues withheld to the individual or office designated by the Union. The Union will not be charged a fee for dues withholding or information requests related to dues withholding. The remittance check will be accompanied by a listing as follows:

- a. installation name and address
- b. payroll number and pay period date
- c. employee organization

- d. employee name and amount deducted
- e. total amount collected
- f. net amount due the employee organization

36.5 Dues withholding may be discontinued at the expiration of the initial 12 months by submitting a SF 1188; subsequent revocations will be processed twice a year provided a SF 1188 is submitted prior to 1 March and 1 September.

**ARTICLE 37 WAGE SURVEY**

37.1 Wage surveys will be conducted as directed under the Federal Wage System. Participation will be governed by regulations and procedures issued by that authority. It is agreed that the Union will be given timely notification concerning the start of locality surveys as soon as possible after the Employer receives the survey notification letter.

37.2 It is agreed that the Union will have the right to recommend locality full scale and wage change surveys to the Employer to be conducted when significant industry wage changes have taken place in the locality, and that such recommendations, when accompanied by substantiating data, will be promptly forwarded through Army channels to higher authority.

37.3 The labor organization representative (data collector) will have the option of reviewing the wage survey material and submitting any supplemental data.

IN WITNESS WHEREOF, the parties hereto have entered into this Basic Agreement the 31<sup>st</sup> Day of January, 0900 hours of the year 2011.