

**LABOR MANAGEMENT AGREEMENT
BETWEEN
U.S. ARMY CORPS OF ENGINEERS
VICKSBURG DISTRICT**

AND

**AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES
LOCAL 3310**

DATE

AUGUST 27, 2008

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PREAMBLE

"There is no inherent conflict between careful planning, tight management and constant reassessment on one hand, and compassionate concern for the plight of the deprived and afflicted on the other. Waste and inefficiency never fed a hungry child, provided a job for a willing worker or educated a deserving student."

J. Carter

This AGREEMENT is made by and between the U.S. Army Corps of Engineers, Vicksburg District, Vicksburg, Mississippi, hereinafter referred to as the "Employer," and the American Federation of Government Employees, Local 3310, hereinafter referred to as the "Union," and collectively referred to as the "Parties."

Pursuant to the policy set forth in Public Law 95-454 of Title 5, Chapter 71, of the United States Code, and subject to all applicable laws, Government-wide regulations, and other legal authorities, which may be relevant, the following Articles constitute a contract between the Parties.

PURPOSE

It is the intent and purpose of the Parties to develop and maintain constructive relationships and pledge themselves to cooperative efforts in contributing to efficient administration of the Federal Service as it relates to the programs and missions of the Vicksburg District and the well being of its employees within the meaning of Title VII of the Civil Service Reform Act of 1978 to establish a basic understanding relative to personnel practices and procedures and matters affecting other conditions of employment, and to provide means of discussion and adjustment of matters of mutual interest.

Whereas, the Union agrees to support the Employer in efforts to eliminate waste, combat absenteeism, conserve materials and supplies; ensure timely completion of work; improve the quality of workmanship; encourage the submission of improvement and cost reduction ideas; prevent accidents and promote the development of good will between the Employer, the Union, and the local communities. Whereas, the Employer agrees that supervisors at all levels are expected to provide positive leadership as an example to the employees serving under their supervision and to instill in their subordinates a sense of belonging and responsibility and with dignity in all aspects of personnel management.

Having recognized their respective roles under the Act, the Employer and Union do enter into this Agreement.

ARTICLE ONE

EXCLUSIVE RECOGNITION AND COVERAGE

SECTION 1. The Employer recognizes the Union as the sole and exclusive representative of all employees in the bargaining unit. Hereinafter referred to as the "Unit". The exclusive representative is responsible for representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership, as provided by the statute.

SECTION 2.

A. INCLUDED. The Unit includes all nonprofessional, and nonsupervisory, General Schedule (GS) and Wage Grade (WG) permanent, seasonal, and temporary employees of the U.S. Army Corps of Engineers, Vicksburg District, Vicksburg, Mississippi.

B. EXCLUDED. Professional, management, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in the Statute. Also excluded are employees covered by collective bargaining agreements with other unions having exclusive recognition in the Vicksburg District.

ARTICLE TWO

DEFINITIONS

The following definitions of terms used in this agreement shall apply:

1. THE ACT - Title VII of the Civil Service Reform Act of 1978 (Public Law 95-454).
2. ACTIVITY/EMPLOYER - The U.S. Army Engineer District, Vicksburg.
3. ADMINISTRATIVE APPEAL - Those appeals which are covered by law or which are excluded from the negotiated grievance procedure.
4. ADVERSE/DISCIPLINARY ACTIONS - Any suspension, removal, or reduction-in-grade or pay, oral admonishment, or letter of reprimand.
5. ALTERNATE - Any person who is assigned, in writing, by the Activity's Head or the Union President, to assume the duties of another (save the Activity's head or Union President) appointee, electee, or representative official of the Activity or the Union.
6. AMENDMENTS - Modifications of this agreement to add, delete, or change portions, sections, or articles of the agreement.
7. AUTHORITY - Panels, boards, etc., as defined by Public Law 95-454 (FLRA, FMCS, FSIP, etc.).
8. BARGAINING UNIT EMPLOYEES/EMPLOYEES/WORKERS - Those individuals covered by this negotiated contract.
9. COLLECTIVE BARGAINING/NEGOTIATIONS - Performance of mutual obligation of Employer and Union to negotiate in a good faith effort to reach agreement concerning conditions of employment of Unit employees. Negotiations may be conducted by any form of dialogue, e.g., oral, written, electronic transfer, or telephone.

10. COMMENT(S) - A note explaining, illustrating, or criticizing the meaning of a writing. An observation or remark expressing an opinion or attitude.

11. CONDITION OF EMPLOYMENT - Conditions of employment means personnel policies, practices, and matters, whether established by rule, regulation, or otherwise affecting working conditions. It does not include policies, practices, and matters:

A. Relating to political activities prohibited under Subchapter III of Chapter 73 of Title 5;

B. Relating to the classification of any position; or

C. To the extent such matters are specifically provided for by Federal statute.

12. CONFIDENTIAL EMPLOYEES - Confidential employee means an employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

13. CONTRACT/AGREEMENT - This negotiated agreement.

14. DAYS - All references to "days" in this Agreement are to workdays unless specifically stated otherwise.

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

16. DETAIL - A duly authorized assignment of an employee to perform duties not covered by the official description of his position or to perform duties of another position for a temporary period not to exceed the maximum authorized by law, regulation, or this contract.

17. EXCLUSIVE REPRESENTATIVE - For purposes of this agreement, American Federation of Government Employees (American Federation of Labor-Congress of Industrial Organization (AFL-CIO) Local 3310, or any labor organization which:

A. Is certified as the exclusive representative of employees in an appropriate unit pursuant to Section 7111 of this title (Title VII, USC); or

B. Was recognized by an agency immediately before the effective date of this chapter (5 USC 7103) as the exclusive representative of employees in an appropriate unit:

(1) On the basis of an election, or

(2) On any basis other than an election, and continues to be so recognized in accordance with the provisions of this chapter.

18. GRIEVANCES - Any complaint by:

A. Any employee concerning any matter relating to the employment of the employee;

B. Any Labor organization concerning any matter relating to the employment of any employee; or

C. Any employee, labor organization, or Agency concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement; or

D. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

19. HE/SHE/HIM/HER - Means both genders unless otherwise indicated.

20. IMPASSE - The inability of the employer and the union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

21. MANAGEMENT OFFICIAL - An individual employed by an Agency/Activity/Employer in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency/Activity/Employer.

22. MAY/CAN - Action is optional.
23. MEDICAL CONDITION - Health impairment which results from injury or disease, including psychiatric disease. (See 5 CFR 339, "Medical Qualification Determinations," for more details.)
24. MEDICAL DOCUMENTATION - Medical documentation or documentation of a medical condition means a statement from a licensed physician or other appropriate practitioner which provides information the agency considers necessary to enable it to make an employment decision (See 5 CFR 339, "Medical Qualification Determinations," and the Health Insurance Portability and Accountability Act (HIPAA) for more details.)
25. MUST - Action is mandatory.
26. NEGOTIABILITY DISPUTE - A disagreement between the parties as to the negotiability of an item.
27. NORMAL DUTY HOURS - The regular assigned tour of duty in a workday.
28. OFFICIAL TIME - Time granted to Union officials, representatives, or stewards for representational purposes without being charged to employee's leave or resulting in loss of pay, providing the employee would otherwise be in a duty status.
29. OTHER DUTIES AS ASSIGNED - Statement on position descriptions that indicates duties may be assigned that are not included in the description. In so far as possible, it is intended that such duties be consistent with the grade and qualification of the employee.
30. PROFESSIONAL EMPLOYEE - Professional employee means an employee engaged in the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (refer to 5 USC 7102(a)(15) for further definition).

31. SENIORITY - The time of employment from Service Computation Date (SCD) to present.

32. SHALL/WILL - Action is required, unless justifiable reason exists for not taking action.

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

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

35. SUPPLEMENTS - Additional articles, negotiated during the term of this agreement, to cover matters not covered by this agreement.

36. UNION-EMPLOYER MEETINGS - Oral or written discussions or meetings which are held for communication and exchange of views between representatives of the employer and the union for the purpose of obtaining the union's views, policies, and procedures on matters of concern to employees of the unit. Discussions and meetings do not include complaints in progress under grievance and appeal procedures. It is not mandatory that the end result of the meeting/discussions be agreement between the parties.

37. UNION/LOCAL/AFGE - The American Federation of Government Employees (AFL-CIO) Local 3310.

38. UNION OFFICIAL - Any accredited National/District representative of the Union and the duly elected or appointed official of Local 3310.

39. UNION REPRESENTATIVE - Any representative/steward identified as such in accordance with this Labor Management Agreement. Union Officials may or may not be identified as a representative.

ARTICLE THREE

PROVISIONS OF LAWS AND REGULATIONS

SECTION 1. In the administration of all matters covered by this Agreement, officials and employees shall be governed by existing or future laws that do not conflict with this contract. However, it is understood by the parties that there are certain Government-wide regulations, or laws issued by Congress, that may be in conflict and will be the governing authority.

SECTION 2. Regulations becoming effective after the effective date of this Agreement shall be binding upon officials and employees only to the extent the terms of such regulations are not in conflict with the provisions of this Agreement. In any conflict between the terms of this Agreement and any regulation, policy letter, manual, etc., regardless of date of issuance, the terms of this Agreement will govern. Should the Employer feel that a regulation or policy which conflicts with this contract is the governing authority, the Employer shall inform the union and request arbitration in accordance with this contract.

SECTION 3. The requirements of this Article shall apply to all supplemental, implementing, or amendment agreements between the parties.

ARTICLE FOUR

MANAGEMENT RIGHTS AND OBLIGATIONS

SECTION 1. Subject to Section 2 below, 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 Employer; 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 the Employer's 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;

(b) any other appropriate source; and

4. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

SECTION 2. Nothing in this Section shall preclude the Employer and the Union from negotiating on:

A. At the election of the Agency, 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; or

C. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Section by such management officials.

SECTION 3. Employer will cooperate fully with the Union to ensure that any bargaining obligations under 5 USC, or , and other appropriate laws and this contract are met. The Union will cooperate fully in ensuring that any bargaining obligations arising out of the Employer's retained rights are completed in a timely manner.

SECTION 4. The Employer will ensure that employees will be treated fairly and equitably and with dignity in all aspects of personnel management, work assignment and conditions of employment.

SECTION 5. Local management may contact local Union Representatives for certain notifications required under this contract. However, management recognizes that the local representative must notify the Union President to determine who shall handle the case. Also, for any issue regarding negotiation of changes to this agreement, items identified in this contract that go directly to the Union President, and issues from above local management; those notifications must be made directly to the Union President.

ARTICLE FIVE

UNION RIGHTS

SECTION 1. The Union is the exclusive representative of the employees, as defined in Article 2 "Definitions," of the Employer and is entitled to act for, and represent the interests of those employees in the exercise of their rights under Public Law 95-454, (or its equivalent), and this Contract.

SECTION 2. The Union shall have the right to negotiate procedures, which the Employer will observe in exercising its authority in accordance with the Federal Labor Relations Statute and (or its equivalent), and this contract.

SECTION 3. The Union shall have the right to designate/elect officials, representatives, and stewards who are entitled to perform representational duties in accordance with this Contract and Public Law 95-454.

SECTION 4

A. The Union shall have the right to be present at any formal discussions between one or more representatives of the Employer and one or more unit employees or their representatives concerning grievable actions or any personnel policy or practice or other general conditions of employment.

B. The Union also shall have the right to be present at informal discussions where the employee reasonably believes that the discussion may result in disciplinary action against the employee, and the employee requests representation.

C. The Employer agrees to publish the employee's right to be represented by the Union (Weingarten). The employer also agrees to keep such a notice posted on all official bulletin boards.

SECTION 5

A. The Union shall have the right to obtain information from the Employer. The Employer shall furnish to the Union, or its authorized representative(s), at no cost to the Union, upon request, and to the extent not prohibited by law, data which:

1. Is normally maintained by the Employer or its agent in the regular course of business,

2. Is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and,

3. Does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors relating to collective bargaining.

4. Information requested or given under the terms of this contract (i.e., material relied upon to discipline an employee).

5. Is required to perform representational duties or prepare for meetings or third party proceedings.

B. Information furnished under A above will be provided within 10 workdays.

SECTION 6. The Employer will post on ALL official bulletin boards a Union prepared notice of exclusive recognition granted to the Union with a list of the Union's designated representatives with the locations, names, telephone number and a statement of Employee and Union rights. The Union will keep this information accurate and current and the Employer will post Union provided revisions throughout the life of the contract.

SECTION 7. The Union shall have the right to present to the Employer its written and/or oral views concerning any personnel policy, practices or any other matter affecting the conditions of employment. The Union shall have the right to receive a response to any written communication within a reasonable time, if a response is appropriate.

SECTION 8. The Union shall have the right to conduct membership drives. Such drives may be conducted on the Employer's premises in areas approved by the Employer, based upon the Union's written request, during the employee's non-duty time. Membership drives will not disrupt the work area or interfere with employee's performance of their duties.

SECTION 9. The Union shall have the right to meet and/or communicate with bargaining unit employees concerning representational matters subject to the statute, law, rules, regulations, and this Contract. The Union shall have the right to transmit documents to Union representatives with the assurance that they will not be opened, as long as they are clearly marked "to be opened only by AFGE Representative".

SECTION 10. The Union officials, representatives, and stewards, who are members of the bargaining unit, and who have been identified as authorized users of official time as a Representative, shall have the right to use official time for performance of representational duties and to participate in meetings or other proceedings in accordance with this Contract and Public Law 95-454. Only representatives, stewards, and officials made known to the Employer by the Union President/designee shall be recognized by the Employer. Further only those persons who are identified as representatives shall be authorized the use of official time chargeable to the Union.

SECTION 11. The Union shall have the right to determine its number of representatives and stewards. The Union shall decide who will represent specific bargaining unit employees, when the representation will be done, and where the Representatives will go. The Union President shall have the right to resolve Management's perceptions of Representatives' abuse of official time.

SECTION 12. Union representation before a Hearing Officer/Investigator shall be limited to the Primary Representative and a Technical Advisor as designated by the Union President. If the Union feels they need additional representation, they can argue that need before the Hearing Officer/Investigator.

SECTION 13. Where the Union has a statutory or contractual right (Article 5, Section 4) to be present and they are not the designated representatives, the Union will be notified so they can be present to represent the interests of the bargaining unit.

ARTICLE SIX

DISTRICT EMPLOYEES RIGHTS

SECTION 1. It is agreed that each employee in the Unit shall have the right to form, join and/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. Such rights shall extend to acting for the Union in the capacity of a representative and the right in that capacity, to present the views of the Union to representatives of the Agency and other officials of the Government; to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

SECTION 2. If the employee wishes to discuss a problem or potential grievance with a union representative, the employee shall have the right to contact and meet with the union representative on duty time. The employee will be released from duties to contact and meet with the union representative when he/she requests to exercise this right unless there is a pressing operational exigency. (See Article 8, Section 2A.)

SECTION 3. All bargaining unit employees have the right to Union representation without fear of coercion or reprisal. Employees shall have the right to direct and/or 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.

SECTION 4. Considering restrictions (such as the Hatch Act) on Federal employees interacting with Congress, the Employer agrees that all bargaining unit employees have the right, individually, or collectively, to petition either house of Congress or a member of either Congressional house, the United States Executive Branch, or a committee member thereof, without interference or reprisal.

SECTION 5. POLITICAL ACTIVITY:

These Federal and D.C. employees may:

- be candidates for public office in nonpartisan elections
- register and vote as they choose
- assist in voter registration drives
- express opinions about candidates and issues
- contribute money to political organizations
- attend political fundraising functions
- attend and be active at political rallies and meetings
- join and be an active member of a political party or club
- sign nominating petitions
- campaign for or against referendum questions, constitutional amendments, and municipal ordinances
- make campaign speeches for candidates in partisan elections
- distribute campaign literature in partisan elections
- hold office in political clubs or parties

These Federal and D.C. employees may not:

- use official authority or influence to interfere with election
- solicit or discourage political activity of anyone with business before their agency
- solicit or receive political contributions (may be done in certain limited situations by labor or other employee organizations)

- be candidates for public office in partisan elections
- engage in political activity while:
 - * on duty
 - * in a government office
 - * wearing an official uniform
 - * using a government vehicle
- wear partisan political buttons on duty.

SECTION 6. The employer agrees that participation in any worthy programs (i.e., Combined Federal Campaign, Bond Drives, Blood Donor Drives, etc.) will be on a voluntary basis. Contributions for gifts for employees will be strictly voluntary.

SECTION 7. All employees have the right to have a copy of this Agreement.

SECTION 8. All employees shall be treated fairly and equitably and with dignity in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicap condition and with proper regard and protection of their privacy and constitutional rights. It is agreed that management will endeavor to establish working conditions, which will be conducive to enhancing and improving employee morale and efficiency.

SECTION 9. The employee has a right to counseling and assistance in following the procedures and filing the necessary forms when injured on the job. Employees will be provided a copy of the brochure entitled "When Injured at Work," or its equivalent within a reasonable time after filing of an official accident or injury report.

SECTION 10. Documents required for satisfactory performance of the employee's position description/job assignments require signature. If not accurate and true the employee may note any exception or concern on the document.

On other documents an employee has the option to sign/initial or not sign/initial any original or copy of any document presented by the Employer. Refusal to sign a document does not stay any action by the Employer. The unit employee's signature shall only indicate receipt of a true copy of the document, not agreement, and the signature block will clearly indicate this limitation (i.e., for adverse/disciplinary actions).

If an employee has question(s) about a document on which management is seeking his/her signature, management will provide clarifying information. Upon receipt of the clarifying information, the employee has the option to sign or not sign the document. The employee may note any continuing concern on any document which management has requested his/her signature.

SECTION 11. Employees will not be denied the opportunity to serve as a personal representative based on their Union affiliation/activities provided there is no conflict of interest.

SECTION 12. The Union has the statutory right to meet and/or communicate with bargaining unit employees concerning representational matters and issues related to conditions of employment. Mail, messages, communications, documents, packages, faxes, or other articles addressed or forwarded to or from the Union or a Union representative will be processed and delivered (unopened and unhampered) in the same manner as mail to any other District office, official, or employee.

Union mail, messages, etc., shall be addressed and clearly marked with the following additional language:
"TO BE OPENED BY ADDRESSEE ONLY"

SECTION 13. When an employee does not understand the priority of work assignments or instructions regarding an assignment; or where there are conflicting instructions, the employee shall express his concerns to the last supervisor providing the instructions so that clarifying instructions may be given. Any safety issues shall be governed by Article 15, Section 4 or Article 26, Section 5.

SECTION 14. If an employee believes that they are being ordered to violate a law, rule, or regulation, they may submit their belief in writing without fear of reprisal. In all situations

employees are encouraged to attempt resolution at the lowest possible level. Additionally, employees may forward their concerns to the Union President/designee for resolution by the employer.

SECTION 15. Unit employees will not be held monetarily liable for government property except where the loss, damage or destruction of such property is the result of negligence or willful misconduct on the part of the employee. After an investigation and the employee is found to have been negligent or to have committed an act of willful misconduct the employee will be given an opportunity to respond to the charge(s) in accordance with regulations before funds are withheld from the employee's paycheck. Should the employer maintain its finding after the employee's response, the employee shall be informed in writing of his/her appeal rights in accordance with AR 735-5. The employee may choose to appeal the decision under the negotiated grievance procedure, EEO, OSC, or any other agency.

ARTICLE SEVEN

UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize duly authorized representatives designated by the Union. The Union president and/or designee are the primary point of contact for receiving all correspondence concerning Labor-Management Relations in general. The representative assigned to represent an employee on a particular issue will be the point of contact for that case or issue.

SECTION 2. The Employer shall not impose any restraint (except as may be otherwise provided in this Agreement), interference, coercion, or discrimination against employees in the exercise of their rights to organize and designate representatives of their own choosing for the purposes of collective bargaining, the presentation of grievances, appeals from adverse actions, Labor-Management Relations, or upon duly designated employee representatives acting on behalf of an employee or group of employees within the bargaining unit.

SECTION 3. The Union agrees that in the interest of resolving disputes at the lowest possible level, normally, the Union will utilize the Union representative nearest the geographical location of day-to-day operations to conduct employee representation of grievances or lower level labor relations. If the Union wishes to appoint a Union representative or official who is not the nearest, as measured by travel time, the Union is to call management to explain its reasons; such reasons may include conflict of interest problems, lack of needed expertise, an affected employee, or other reasonable justification. When it is agreed that a representative other than the nearest representative may be selected to handle the case or issue, and overnight travel is required, payment of travel, meals and incidental expenses, etc., shall be as outlined in this contract. If the Employer does not agree that a representative other than the nearest representative is justified (such reasons may include that the nearest Union representative is proficient in the subject area, or other reasonable justification), the Union has the option of designating a representative from within the District without regard to geographic proximity, and will assume the travel-related costs of that representative. When a face-to-face grievance meeting (as defined by this contract) or

negotiating session is scheduled in advance and the Employer send a representative from the District headquarters, the Union may select a Union representative from elsewhere within the District. Said representative replaces the local representative in the grievance meeting or negotiation session. In this instance, travel for the Union representative will be paid in accordance with this contract. It is preferred that meetings be scheduled during the District's normal business hours, however, there will be exceptions.

SECTION 4. Upon request and approval, Union officials are authorized use of official time to perform and discharge their duties and responsibilities under the terms of Public Law 95-454, and this agreement. The Employer agrees there shall be no restraint, interference, coercion, or discrimination against a Union official because of the performance of such duties.

SECTION 5. If labor management and/or representational issues will be discussed, the Union agrees that its representatives will notify the appropriate supervisor of their intent to visit employees and/or management officials before scheduling the visit. For meetings in which the employee has a right to representation, should the unit employee elect to have a union representative, or if the union has a statutory/contractual right to be present, the union representative shall be present at all interviews and communications with the employee and shall receive a copy of information material, evidence, list of witnesses, that is either relied upon or given to the employee.

SECTION 6. The Union shall retain the right to select representatives. Only the Union President/designee shall notify management of union officers who may have union representation authority and may be authorized the use of official time chargeable to Union block of hours. To prevent unauthorized appointment and to ensure that all parties are aware who are Union officials and representatives, only the Union President/designee shall notify management of all authorized Union officials/representatives.

SECTION 7. The Union shall be given reasonable advance notice and the opportunity to be represented at any formal discussion (includes settlement discussions) between one or more representatives of the Employer and one or more employees in the bargaining unit or their representatives concerning any grievance or any personnel policy or practices or other general conditions of employment. When minutes are taken, a copy shall be forwarded to the Union no later than five workdays following the meeting. All corrections to the minutes shall become a part of the minutes and copies will be forwarded to the recipients of the original submission.

An employee may select an attorney or other representative other than the exclusive representative (Union). However, the right of the exclusive representative (Union) to be present, as described above, is not changed or affected by the employee's choice of other representation. An employee may exercise grievance or appellate rights established by rule, law or regulation; except in the case of grievance or appeal procedures negotiated under this contract.

SECTION 8. The Employer will advise new Unit employees transferring in, upon entering on duty, of the name of their exclusive representative.

SECTION 9. All bargaining unit employees have the right to union representation (include field and remote sites) (see also, Article 7, Section 7, on other selected representatives). This includes employees who are either appealing an action(s) taken against them or denied to them by the Employer or its representatives; or who are filing any form of Statutory, Regulatory, or Contractual complaint through the entire/appeal complaint process. The fact that the employee has resigned or has been removed shall not, taken alone, cut-off the employee's appeal rights and their right to receive Union representation in accordance with the timeframes of those appeal actions for appeals and complaints against or with the Employer.

ARTICLE EIGHT

OFFICIAL TIME

SECTION 1. Designated Union officials/representatives will be authorized to use official time to conduct representational duties in accordance with the statute, and this contract. Representational duties at the election of the Union Representation may be conducted by oral, written, electronic, and in person communications, relating to complaints, grievances, appeals, other matters relating to conditions of employment, and meetings with Management officials. Official time requests by Union officers/representatives and approval by supervisors will be recorded on the appropriate form (Appendix A - MVK Form 2399 Oct 1999). If the supervisor denies official time, he must give a written reason on the form and offer an alternate time. The following are examples of appropriate uses of official time:

- A. To discuss and investigate employee complaints/grievances and appeals;
- B. To prepare, investigate and present an unfair labor practice complaint or grievance under the negotiated grievance procedure including allegations of discrimination;
- C. To prepare for and attend Labor-Management meetings with the Employer or its Agents;
- D. For representing and advising employees during third parties procedures;
- E. To attend appropriate committee meetings as the designated Unit representative;
- F. To review and respond to memoranda, proposed new or revised regulations, statutes, correspondence from the Employer, as well as proposed new instructions, manuals, notices, etc., impacting conditions of employment.
- G. To correspond with executive, judicial, and legislative branches of the United States on matters concerning working conditions or conditions of employment of the unit employees.

H. To attend hearings or meetings in the capacity of an observer where bargaining unit employees have elected not to have Union representation.

I. To prepare for, and participate in negotiations and all third party proceedings.

SECTION 2. Union representatives will coordinate their scheduled use of official time with their supervisor; prior approval will be required before official time is used. Requesting Union Representatives should submit request sufficiently in advance (normally 24 hours) to afford management a greater ability to arrange and accommodate request within mission requirements. If requested, Union representatives will inform their immediate supervisor of the general nature of the duties to be performed and the estimated amount of time to be used. When a representative's duties require meeting with an employee the following shall apply:

A. The employee(s) requesting representation shall obtain approval from their supervisor prior to any meeting during the employee's duty time. This request may be done by either the employee or the Union Representative orally or in writing.

B. Supervisor may only temporarily deny, in writing, a request for reasons of workload or other compelling circumstances. However, a written alternate time and date shall be offered by the denying supervisor.

C. Internal Union business such as solicitation of dues, maintenance of dues check-off agreement, or solicitation of membership will not be conducted on official or duty time. The Union's representative only has to follow A&B above if he is speaking with the employee concerning representational duties/non-internal union business.

SECTION 3. The employer agrees that Union representatives may attend training sponsored and approved by the Employer, which is designed to advise representatives on matters within the scope of statute, Executive Orders, and this contract. Attendance at such training will be considered duty time. For management sponsored and approved training, travel and per diem will be authorized in accordance with the JTR.

Official time can be used for representative traveling to and from Union sponsored training.

SECTION 4. The following are examples of subject matters for Union sponsored training which should be considered for granting of official time:

- A. Representational/stewardship duties and responsibilities;
- B. Collective bargaining and negotiations;
- C. Interest based bargaining;
- D. Alternative dispute resolution;
- E. Health and safety;
- F. Training on the contract;
- G. Occupational workers compensation program;
- H. Federal Labor Relations Authority -- how, when, and where to file the appropriate charge, complaint, petition, etc.
- I. Merit System Protection Board -- how, when, and where to file the appropriate complaints/appeal.
- J. Office of Special Counsel -- how, when, and where to file the appropriate complaint/appeal;
- K. Communicating with Congress;
- L. Explaining laws, rules, regulations, statutes, and Executive Orders.
- M. Equal employment opportunity -- how, when, and where to file appeals and the working thereof;
- N. Partnership -- how to build, maintain, improve a true and workable partnership;
- O. Grievances and appeals -- when, where, how to file and execute a grievance;

P. Arbitration -- procedures, how to invoke, and when to invoke.

Requests for such time to attend Union sponsored training shall be submitted to the requesting employee's immediate supervisor, accompanied by a training agenda, at least ten (10) days prior to the date of attendance.

SECTION 5. All Union representatives will use a mutually agreed upon "REQUEST FOR OFFICIAL TIME (MVK Form 2399 Oct 1999) to request and record all official time used.

SECTION 6. The President, or his designee, who are bargaining unit members shall be authorized sixteen (16) hours per week, official time to accomplish representative duties and responsibilities in administering and enforcing this contract. All official time shall be used solely in accordance with this contract. The actual schedule for use of the sixteen (16) hours will be coordinated with the supervisor.

SECTION 7. The union shall be granted an additional block of 2250 hours annually which shall be used by union officials and representatives to perform representational duties in accordance with this contract, and the Statute. In the rare circumstance that the Union President/designee cannot fulfill his representational duties within the 16 hours per week, additional official time used will be charged against the 2250-hour block.

SECTION 8. The employer will grant union representatives(s) official time to be present at meetings with United States officials (i.e., Congress, Senators and/or Representatives) to discuss issues that concern conditions of employment of the bargaining unit employees (excluding lobbying activities).

SECTION 9. Union representatives shall be rated solely on the time spent actually performing their normal duty assignments. However, when a rating of record cannot be prepared at the time specified, the appraisal period shall be extended. Once the conditions necessary to complete a rating of record have been met, a rating of record shall be prepared as soon as practicable.

SECTION 10. The Union representatives will be authorized the use of Government vehicles while performing their representational duties.

SECTION 11. Union Representatives are authorized a 110-day bank of travel days (over night stay on TDY) annually IAW JTR. The Union will pay M&IE for its representatives for all activities, without exception. Management will provide a Government vehicle IAW JTR.

SECTION 12. Perceptions of abuse of official time will be brought to the attention of the Union President for resolution.

ARTICLE NINE

ESTABLISHING/CANCELING PAYMENT OF UNION DUES

SECTION 1. To be eligible to make a voluntary allotment for the payment of Union dues, an employee must:

- A. Be in the Unit covered by this agreement;
- B. Be a member in good standing with the Union;
- C. Have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues; and
- D. Request the allotment on the prescribed form (SF-1187), which has been certified by the authorized Union official.

SECTION 2. The Union shall:

- A. Inform and educate its members on the voluntary nature of the dues allotment program, including conditions governing revocation of allotments, during non-duty hours;
- B. Purchase and distribute the SF-1187 form to its members;
- C. Certify on the SF-1187 form the amount of dues to be withheld each biweekly pay period;
- D. The Union may submit SF Form 1187 for payroll deductions of Union dues to the Payroll Liaison Officer (PLO), or management's designee, when the appropriate data on the form is supplied. The PLO or designee will forward the SF Form 1187 to the serving payroll office no later than three (3) workdays after receipt.
- E. Provide the appropriate servicing Payroll Office with written notification concerning:
 - 1. A copy of any new SF-1187 which shall contain the employee's name, social security number, address, place of employment, signature of the employee and the Union President or his designee.

2. Changes in the amount of Union dues; (Changes in the amount of Union dues shall not be made more frequently than once every twelve months, with 30 days advance notice to the servicing payroll office)

3. The name of any employee who has been expelled or ceases to be a member in good standing in the Union;

4. The name and signatures of Union officials authorized to certify the SF-1187 form on its behalf and any changes in names.

SECTION 3. The Union will be provided with the following from the servicing payroll office:

A. Verification that the dues deduction has become effective as soon as possible, but in no case will be later than one (01) full pay period following receipt of the SF-1187 form by the Payroll Office. Immediately after each pay period, the servicing Payroll Office shall remit a check to the Union's designated financial institution together with:

1. Name, social security number and organization of employee;

2. Total number of employees and total amount of dues withheld and due the Union; and

3. Names of employees from which no dues were withheld due to insufficient earned pay to cover allotment.

SECTION 4. The amount of dues certified on the original allotment form (SF-1187) will remain unchanged until an authorized Union official provides written certification to the servicing Payroll Office, the amount of dues has changed. New SF-1187 forms will not be required.

SECTION 5. Dues allotment will be terminated automatically:

A. Upon loss of exclusive recognition by the Union, effective at the beginning of the first full pay period after such loss of recognition;

B. When the dues withholding agreement is terminated;

C. When an employee ceases to be eligible for inclusion in the Union in good standing effective with the first full pay period after receipt by the Employer of written notice from the authorized Union official;

D. Transfer of the employee resulting from a change in employment status to a position outside the bargaining unit.

SECTION 6. An employee may obtain a written request for the revocation of an allotment (SF-1188) from the servicing Personnel Office on the first anniversary date or only during the month of December thereafter. (It should be noted the only exception is that a seasonal employee may submit an SF-1188 during the two weeks prior to his anniversary date or the first two weeks of his return to duty.) The request is submitted, in duplicate to the servicing Personnel Office no earlier than two (02) weeks prior to his/her first anniversary date or during the first two (02) weeks of December. A copy of the SF-1188 form will be provided to the appropriate Union office as soon as the employer receives it. Any SF-1188 received outside the aforementioned dates shall be immediately returned to the employee and a copy forwarded to the union office. Seasonal employees who do not exercise their right to terminate their deductions shall automatically have their payroll deduction resumed upon their return to work.

SECTION 7. The Employer shall provide withholding of Union dues at no cost to the Union.

SECTION 8. Any SF-1187 submitted to the servicing Payroll Office, that is not processed will be returned to the Union with the reasons why this was not accepted. Administrative errors in remittance may be recovered by appropriate means other than by reduction/corrections in subsequent remittance checks.

ARTICLE TEN

USE OF OFFICIAL FACILITIES AND SERVICES

SECTION 1. OFFICES. A heated and air conditioned main union office (minimum 300 sq ft) will be provided by the employer for exclusive union use. The office entrance will have a deadbolt lock for which the union, the building manager, and the security manager will have keys. The Union shall be notified when it is necessary for other than Union officials to enter the office and shall be given the opportunity to be present. In case of an emergency, the Union will be notified of the entrance the following workday and given the nature of the emergency. The office will be located wherever the Union designated Point of Contact for the Vicksburg District is located.

A smaller office (minimum 100 sq ft) will be provided for exclusive union use at each District facility where an officially designated union representative is assigned.

The employer agrees that all other office space provided will be within existing permanent building where possible or on existing floating plant.

An E-mail account will be set up for AFGE, MVK and access will be allowed as directed by the Union President.

The employer agrees to furnish these offices with the following serviceable office furnishings and equipment.

MAIN OFFICE. One telephone, one desk with chair, three 3-drawer file cabinets (one lockable), one credenza, one copy machine, one fax machine, one typewriter, one IBM compatible computer with keyboard and compatible printer, one conference table with six chairs, one bulletin board, and two bookcases (minimum 4x6x1).

SMALL OFFICE. One telephone, one desk with chair, one locking 3-drawer file cabinet, one typewriter, one IBM compatible computer with keyboard and compatible printer, three chairs, one table, and one bookcase (4x6x1).

The employer further agrees to provide access to space, which is suitable for conducting representational duties, in private, at all field locations.

The employer further agrees to pay for all telephone charges, which are incurred for representational purposes. Union representatives will furnish employer phone logs of calls for internal union business and union will pay for such calls.

The union may use office equipment of the Vicksburg District at any District facility for representational duties. This equipment includes, but not limited to telephones, copy machines, fax machines, typewriters, IBM compatible computers with keyboards and printers, and calculators.

The union will be granted use of any Vicksburg District conference room or auditorium when scheduled through the normal District process. Employer will furnish the name of the District contact for scheduling to the Union.

The employer agrees to provide, at no cost to the union, use of government vehicles for representational duties and for transportation to appear at third party proceedings.

The union's offices will be located where the representatives will have access to potable water; clean, temperature-controlled restrooms will be accessible.

SECTION 2. The employer agrees to provide (minimum 25%) unofficial bulletin board space, at each location to the union, for the sole use of the union for posting and/or displaying union literature, correspondence, notices, and other information of interest to unit employees. All material posted shall conform to the employer's rules and regulations regarding content. All such material shall indicate it was issued by the union, and the union shall be solely responsible for material placed on the boards by appropriate union officials.

SECTION 3. The union shall maintain the bulletin boards in good order and shall be responsible for posting the material thereon outside of normal working hours of those unit officials who may be delegated the responsibility for posting material on the boards. Materials posted will be initialed by the unit representative so posting.

SECTION 4. The employer agrees to furnish to the union, **FOR ITS INTERNAL USE ONLY**, a list that will contain the names, grades, position titles, and duty station of all employees in the bargaining unit. This list will first be supplied within one month after this contract becomes effective and quarterly thereafter. In regard to this listing, the parties recognize errors may occur from time-to-time in regard to input and coding of data and that such listing errors will not be construed as an action by the employer to unilaterally deny bargaining unit status to any employee, or to confer it.

SECTION 5. Supervisors will inform new employees hired in a position within the unit of the name of the appropriate union representative. The new employee must be introduced to the nearest Union representative in the area within five (5) work days and have appropriate time to discuss rules and regulations.

SECTION 6. The employer agrees to allow employees and union representative's access to copies of the Department of Defense Regulations, Public Laws, Executive Orders, Code of Federal Regulations, Government-Wide Regulations, Manuals, Policies, and local instructions. The employer will furnish, at no cost to the union, copies of reports and listings relative to the Labor-Management Relations affecting bargaining unit employees. Those representatives, who do not have ready access to the aforementioned, shall be provided true copies upon request in accordance with this contract or appropriate laws, rules, and regulations.

SECTION 7. National representatives, District representatives of AFGE and local officers/representatives of the union shall be permitted access to all Agency installations, in accordance with local visitor procedures.

The parties agree that such union representatives will notify the appropriate supervisor prior to their visit.

SECTION 8. The employer agrees to provide free unreserved parking for all unit employees if it is provided to non-unit employees.

SECTION 9. Internal Mail Service. The internal mail service of the employer shall be available for use by the union. This will include the E-mail/CIS system.

SECTION 10. When there is no increase in cost and it can be included in an existing contract, management will clean union offices, provided they are open during normal cleaning times. Where there is additional cost or no janitorial contract, Union Representatives will be furnished supplies for cleaning their offices during duty time.

ARTICLE ELEVEN

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

SECTION 1. POLICY. The Vicksburg District Equal Employment Opportunity (EEO) Affirmative Action Plan establishes the requirements of national policy and Federal Law. It assures EEO in every aspect of personnel policy and practice in employment, development, promotion and treatment of Unit Employees. The Employer and the Union agree to cooperate to the fullest in providing EEO for all qualified applicants and to prohibit discrimination because of age, race, color, religion, sex, national origin, or other matter covered by 29 CFR 1614. Both parties agree to promote and support all programs for EEO through a positive and continuing effort.

SECTION 2. PROGRAMS. The Employer agrees to consider and provide a written response to recommendations and suggestions from the Union on matters relating to the Equal Employment Opportunity Program and program improvements. It is further agreed that the Employer will consult, confer, or negotiate as appropriate, on matters concerning personnel policies and practices and matters affecting working conditions of unit employees.

SECTION 3. Any employee who believes that he/she has been discriminated against on any of the grounds set forth in this article may file one, but not more than one of the following:

A. A grievance pursuant to the provisions of this agreement (Article 30).

B. A complaint of discrimination with the Agency pursuant to 29 CFR 1614 (available in Office of Counsel or on the Employer's Corporate Information System).

C. An appeal to the Merit System Protection Board (MSPB) where an action is otherwise appealable to the Board and the employee alleges the basis for the action was discrimination, pursuant to 5 CFR 1201.151 (available in Office of Counsel or the Employer's Corporate Information System).

D. Any other legal or regulatory appeal process. The employee will decide the appropriate option at such time as the employee timely files a formal complaint under one of the four options.

NOTE: Employees requiring assistance in accessing the appropriate Code of Federal Regulations under the Employer's Corporate Information System will be assisted by the Office of Information Management (IMR HELPDESK Ext 1-5050 from 0700 hrs to 1700 hrs).

SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY (EEO) COMPLAINT PROCEDURES.

A. Any employee who believes they have been discriminated against in any matter if because of race, color, religion, sex, age, or national origin may file an EEO complaint through the statutory procedures by contacting a designated EEO counselor for that specific area within 45 calendar days of the occurrence or the date the aggrieved person knew or reasonably should have known of the discriminatory event or personnel action.

B. Any Unit Employee who initiates an EEO complaint is entitled to elect representation of his or her choice, to include union representation, at any time during the complaint process. Union representatives will be required to use official time for representational duties during the EEO complaint process.

C. Complaints Alleging Sexual Harassment.

1. The Employer and the Union agree that sexual harassment in the workplace will not be condoned. Reported cases of sexual harassment will receive prompt and positive action to include necessary and appropriate action against those found to be guilty of a sexual harassment offense.

2. Any bargaining unit employee who feels they have been the victim of sexual harassment may file a complaint through the negotiated grievance procedures or they may file a complaint through the statutory procedures by contacting an EEO counselor within 45 days of the occurrence or the date the aggrieved person knew or reasonably should have known of the discriminatory event or personnel action. However, the employee may use only one formal process.

3. The Employer, upon receiving a complaint will evaluate the complaint and take necessary action as the circumstances may warrant. When the complaint is filed against employee's supervisor, or vice versa, the Agency may consider reassigning either of the individuals during the investigative process.

SECTION 5. For recognition of the Union's role as exclusive representative, the employer agrees to the following:

A. EEO counselors will be required to inform potential complainant covered by this agreement of the right to representation, including union representation, during the precomplaint counseling.

B. The Union shall have the right to be present at all formal discussions between management and the complainant when the adjustment has an impact on other employees of the unit.

C. The union shall have the right to attend discrimination complaint hearings in accordance with appropriate regulations.

D. The Union shall be given reasonable notice (minimum of three (03) working days) of all remedial or corrective actions taken as result of informal or formal resolutions of EEO complaints that impact on Unit Employees.

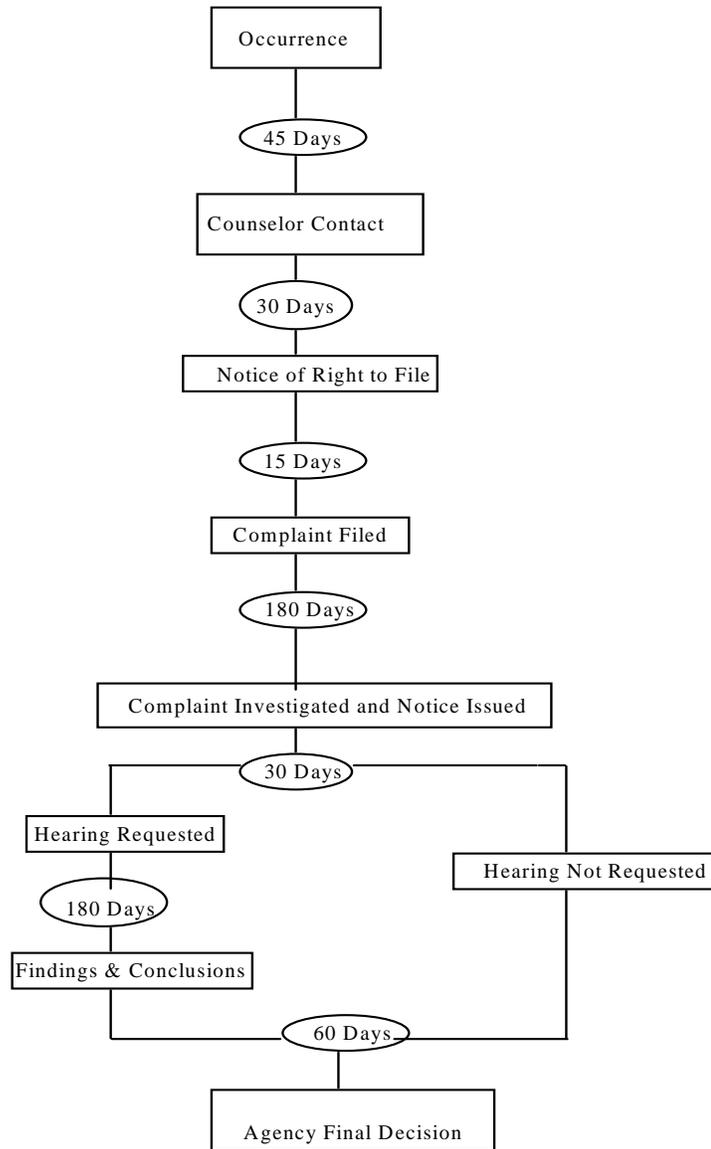
SECTION 6. Upon request, and consistent with applicable laws and regulations, the EEO complainant and/or their designated representative will be provided a copy of any and all records pertaining to the discrimination complaint within a timely manner, including a copy of the investigative file.

SECTION 7. It is understood and agreed that EEO counselors, officials, and other EEO management officials will contact the designated representative of EEO complainants on all matters pertaining to the case.

SECTION 8. Below is a chart detailing the steps and times for discrimination complaint processing. While this chart provides a basic guide for processing such complaints, actual processing instructions and time limits for processing discrimination complaints under 29 CFR, Part 1614, are contained in that regulation, and procedures for processing a grievance and the applicable time limits are contained in Article 30 of this agreement.

OVERVIEW OF FEDERAL SECTOR COMPLAINT PROCESSING

UNDER 29 CFR. PART 1614



Complainant has 30 Days to File Appeal with Commission from Agency Decision Dismissing Complaint or Deciding Complaint or Merits

Complainant can File Civil Action Within 90 Days of Agency Decision or Commission Decision on Appeal, or After 180 Calendar Days from Filed Complaint or Appeal

ARTICLE TWELVE

RANGERS

SECTION 1. The parties agree that the District Rangers must maintain the highest standards of professional and personal conduct in accordance with all applicable Laws, Rules, and Regulations and this contract.

SECTION 2. Rangers assigned to roving patrol will be provided with safe and dependable means of transportation and each ranger shall be equipped with a means of immediate communication with the Field Office and other rangers (either portable two-way radio or cellular telephone) in good working condition.

SECTION 3.

A. The current initial uniform allowance of \$600.00 and the current replacement allowance of \$350.00 shall remain in effect unless and until a higher rate is set by U.S. Army Corps of Engineers regulations. The replacement allowance will be provided annually to permanent rangers for the maintenance of uniforms.

B. The employer shall provide all unit employees with two new nametags every other year.

SECTION 4. Rangers who are assigned to duty in areas where mosquitoes and other insects are present will be provided with insect repellants as needed. These employees will be given all appropriate vaccinations and medical checkups, if required by their assigned duties.

SECTION 5. The Employer will provide First Aid and CPR training and Refresher Courses on an annual basis. The purpose of providing this training is to maintain the employees' knowledge, skills, and abilities. The criteria for selecting employees for training will be applied fairly and equitably in accordance with merit principles and 5 U.S.C. 7106(a)(2)(B).

SECTION 6. Any Ranger on a roving patrol shall have a non-paid lunch break. Any Ranger who has to be called back on duty while on his lunch break shall be compensated in accordance with applicable laws and regulations.

ARTICLE THIRTEEN
EMPLOYEE ASSISTANCE PROGRAM

SECTION 1. The Employee Assistance Program provides for assistance to civilian employees who have personal problems related to alcohol, drug abuse, or other problems, which have an adverse effect on job performance, attendance, or quality of life.

SECTION 2. It is the policy of the Department of the Army and this Command:

A. To recognize alcoholism and drug abuse as treatable health problems.

B. That employees with problems of alcohol or drug abuse will receive the same consideration and offer of assistance that is extended to employees having any other illness or health problems.

C. That sick leave will be granted for the purpose of treatment or rehabilitation as with other illnesses.

D. That the confidential nature of medical and counseling records of employees referred for counseling will be properly safeguarded.

E. That no employee will have his/her job security or promotion opportunities jeopardized by his request to designated personnel for referral assistance, except as limited by laws and current regulations relating to sensitive positions.

SECTION 3. A Civilian Program Administrator designated by the Employer is responsible for implementing the program in accordance with applicable directives.

SECTION 4. Employee assistance professionals, board certified, will provide assessment and referral services.

SECTION 5. Employees who suspect they may have an alcohol or drug abuse problem, or any problem, which is adversely affecting their quality of life, are encouraged to voluntarily seek information and referral on a confidential basis by contacting the Civilian Program Administrator.

SECTION 6. If any provisions in this Article conflict with provisions relating to Drug Testing, the provisions/procedure of the Drug Testing article will take precedence.

SECTION 7. The EAP is available to all employees, their spouses, and any dependent children. You and your dependents are entitled to three visits per calendar year, per family member.

The EAP can provide counseling on a number of issues (i.e., marital problems, divorce, alcohol or drug abuse, gambling addiction, parent-child relationships, stress, anxiety or depression). This list contains some but not all of the situations for which counseling can be provided.

You and your dependents are not restricted to any one counselor.

The only restrictions are:

1. The counselor you choose to see must be licensed by the state in which they practice; and
2. They must accept VISA as payment.

The employer agrees to publish its EAP policy statement which provides the information listed above annually.

SECTION 8. Currently the point of contact for EAP is the Safety Office.

ARTICLE FOURTEEN

POSITION CLASSIFICATION

SECTION 1. A position consists of the duties and responsibilities currently assigned or delegated by competent authority.

SECTION 2. The employer will annually review position descriptions with employees to ensure they reflect the currently assigned duties of the employees, to ensure that significant changes in duties and responsibilities are reflected in the position description. Management will correct all inaccurate job descriptions as they are identified.

SECTION 3. Each employee will be provided a copy of a complete, accurate and thorough job description upon reporting for duty in the position and when changes are made in the position description.

The Employer will inform the Union within five (5) workdays of changes to be made in the grade controlling and/or principal duties and responsibilities of positions held by bargaining unit employees and of proposed changes in the affected position descriptions. The union will have the right to negotiate the impact and implementation of this change.

SECTION 4. An employee may initiate a request for a position review by bringing to the attention of the immediate supervisor any significant aspect of duty assignments believed not to be covered by the official position description. An employee may meet with appropriate management officials to discuss any position description problems. If the supervisor agrees that material differences exist, arrangements will be made for preparing a new position description or amendment to bring the position up-to-date. If no agreement can be reached, the employee has a right to file a grievance and be represented by the Union. Copies of changes or proposed changes or amendments will be provided to the Union for representational purposes.

SECTION 5. An employee with an accurate position description has the right to appeal the classification of the position in accordance with appropriate regulations.

General Schedule (GS) Classification Appeal Options:

- Employee may appeal directly to Department of Defense. If dissatisfied with DoD appellate decision, employee may file a subsequent appeal to the Office of Personnel Management (OPM).
- Employee may appeal through DoD to OPM. If DoD decision is favorable then the classification appeal is closed. If the decision is unfavorable then the appeal, with the DoD appellate decision, is forwarded to OPM.
- Employee may appeal directly to OPM, by bypassing DoD channels.

Federal Wage System (FWS) Classification Appeal Options:

- FWS employees are required to have a DoD appellate decision prior to submitting an appeal to OPM. If dissatisfied with the final appellate decision, the employee may file a subsequent appeal to OPM.
- The management team assists in preparing the case file to defend the classification decision. Also, management would be required to support DoD and OPM final decisions on classification appeals.

SECTION 6. An employee may personally file a classification appeal or designate, in writing, a representative to process the appeal. Two or more employees may appeal jointly if they occupy identical positions and agree on the basis of the appeal.

SECTION 7. Employees may appeal the occupational series, grade/band, or title to which the employee's job is assigned, at any time, in accordance with 5 C.F.R. 511.607 and 5 C.F.R. 532.701. However, if an employee appeals an employer decision that would result in the downgrading of their position, the appeal must be filed within fifteen (15) workdays of the effective date of the action/receipt of the employer decision.

ARTICLE FIFTEEN

HEALTH AND SAFETY

SECTION 1. The Employer shall provide a safe and healthful working environment in accordance with Government-wide implementing regulations.

SECTION 2. The parties agree to establish a health and safety committee.

SECTION 3. The Employer agrees to ensure prompt abatement of unhealthful and unsafe working conditions.

SECTION 4. In the course of performing their normally assigned work, employees will be alert to observe unsafe practices and conditions. If an unsafe condition is observed, the employee is encouraged to report it to his supervisor. Reprisal action against employees will not be taken for reporting of alleged unsafe conditions.

When an employee believes the directed work is unsafe or unhealthy beyond normal hazards inherent in the operation in question, the matter should be referred to the supervisor. The supervisor will make an evaluation of the working conditions and direct that the work either be continued or stopped. If the employee is directed to continue and still believes the work is unsafe, the matter will be elevated to second level of supervision. A decision by the second level supervisor will be provided to the employee in writing with the supervisor assuming all responsibility for actions resulting from the decision.

In the event the decision of the employer does not satisfactorily resolve the problem the work will continue and, the employee or the Union may appeal such decision through the grievance procedure contained in this contract.

SECTION 5. The Employer agrees to staff the District office Occupational Health Service with medical personnel who meet regulatory qualification standards including licensing and Board certification, if required by either law or regulation. At field

locations Management will install medicine cabinets with over-the-counter (headache, cold, and allergy) medicines available for employees. Employee schedules can also be adjusted to allow for participation in wellness activities.

SECTION 6. If the need arises the Employer agrees to obtain air, land, or water ambulance service, as appropriate, for employees who become seriously ill or injured while on the job. Employer will assume no responsibility for expenses incurred for non-job related illness or sickness.

SECTION 7. Employees will be informed of their right to exercise their option to go directly to the physician of their choice for medical treatment should they become ill, sick, or injured while on the job. The employee will not be compelled to use the Employer's medical facilities. The Employer agrees to ensure that should an employee exercise his/her right to go to their physician of choice, that employee will not be caused any undue delay in getting all paper work and authorization needed in order for the employee to be treated.

SECTION 8. Time spent by an employee in Health Services or at his/her medical facility of choice, including travel time; because of a job related illness or injury will be excused absence from duty and not charged to the employee's leave.

SECTION 9. The employee's medical records and private medical information will be protected and maintained in accordance with the Privacy Act.

ARTICLE SIXTEEN

PROHIBITED PERSONNEL PRACTICES

SECTION 1. The Employer agrees to adhere to the provisions outlined in 5 U.S.C. Sections 2301 and 2302, regarding Prohibited Personnel Practices, or any changes to 5 U.S.C. Sections 2301 and 2302.

SECTION 2. Prohibited personnel practices are those things a Federal employee with personnel authority may not do. A Federal employee has personnel authority if they can take, direct others to take, recommend, or approve any personnel action. This includes appointments, promotions, discipline, details, transfers, reassignments, reinstatements, or any decisions concerning pay, benefits, training, and any decision to order psychiatric testing or examination. Recent changes to the law were made to protect Department of Defense veterans. A personnel action now also includes any significant change in duties, responsibilities, or working conditions which is inconsistent with the employees salary or grade. People with personnel authority--managers and supervisors--are charged with avoiding prohibited personnel practices.

PROHIBITED PERSONNEL PRACTICES

1. Do not **DISCRIMINATE** on the basis of race, color, religion, sex, national origin, age, handicapping condition, marital status, or political affiliation.
2. Do not **SOLICIT** or **CONSIDER** any personnel recommendation or statement not based on personal knowledge or records of performance, ability, aptitude, general qualifications, character, loyalty, or suitability.
3. Do not **COERCE** an employee's political activity.
4. Do not **DECEIVE** or **OBSTRUCT** any person with respect to such person's right to compete for employment.
5. Do not **INFLUENCE** a person to withdraw from competition for the purpose of improving or injuring the prospects of another person for employment.

6. Do not **GRANT** any preference or advantage not authorized by law, regulation, or rule to any [employee or applicant for the purpose of improving or injuring the prospects of another person for employment].
7. Do not **EMPLOY** or **ADVOCATE** a relative.
8. Do not **RETALIATE** against a Whistleblower, whether an employee or an applicant.
9. Do not **RETALIATE** against employees or applicants who exercise their appeal rights, testify, or cooperate with an Inspector General or the Special Counsel, or refuse to break the law.
10. Do not **DISCRIMINATE** based on actions not adversely affecting performance.
11. Do not **VIOLATE** any law, rule, or regulation implementing or directly concerning the merit principles.
12. Do not **VIOLATE** Veteran's Preference by taking or failure to take a personnel action. (National Defense Authorization Act for FY 97).

ARTICLE SEVENTEEN

MERIT PROMOTION AND PLACEMENT

SECTION 1. PURPOSE AND POLICY

A. The purpose of these provisions is to ensure that merit principles are applied in a consistent manner to all unit employees without regard to political, religious, union affiliation or non-affiliation, marital status, race, color, sex, national origin, non-qualifying handicapping condition, or age and shall be based solely on job-related criteria. This article encompasses broad requirements pertaining to the implementation of the 5 CFR 335, Promotion and Internal Placement, for positions within the Employer.

B. It is agreed that the Employer will utilize the skills and talents of its employees as well as those of outside applicants toward attaining a mix of employee's representative of all segments of society.

SECTION 2. DEFINITIONS

A. Position Change - A promotion, change to lower grade, or reassignment made during an employee's continuous service within the same Activity when it establishes eligibility for grade retention. A position change by any of these methods may also involve a change in the duty location within the Activity.

B. Promotion - The change of an employee to a position at a higher-grade level within the same job classification system and pay schedule or to a position with a higher rate of basic pay in a different job classification system and pay schedule.

C. Change to Lower Grade - Personnel action that moves an employee, while serving continuously in the same Activity, to:

1. A position at a lower grade when both the old and new positions are under the General Schedule or under the same type graded wage schedule, or

2. To a position with a lower rate of basic pay when both the old and the new positions are under the same type ungraded wage schedule or in a different pay-method category.

D. Reassignment - The change of an employee from one position to another without promotion or change to lower grade. Reassignment includes:

1. Movement to a position in a new occupational series, or to another position in the same series;

2. Assignment to a position that has been redescribed due to the introduction of a new or revised classification or job-grading standard;

3. Assignment to a position that has been redescribed as a result of position review; and

4. Movement to a different position at the same grade but with a change in salary that is the result of different local prevailing wage rates or a different locality payment.

E. Area of Consideration - The area in which the Employer makes an intensive search for eligible candidates in a specific merit promotion action.

F. Qualified Candidates - Those who meet established minimum qualification requirements for the position.

G. Selective Placement Factors - Knowledge, skills, or abilities essential for satisfactory performance on the job and represent an addition to the basic standards for a position. For example, in some jobs the incumbents will be able to perform the required duties and responsibilities only if they possess a required license of some type, or are required to climb to certain heights, air travel, etc.

SECTION 3. ACTION COVERED BY COMPETITIVE PROCEDURES.

Competitive procedures will apply to the following types of personnel actions concerning bargaining unit positions:

A. Promotions except those listed in Section 4 of this Article.

B. Temporary promotions for more than 120 calendar days.

C. Details over 120 calendar days to higher graded positions or to positions with known promotion potential. Bargaining unit employees will not be detailed or temporarily promoted to higher graded positions for more than a cumulative total of 120 days during any 12-month period without the use of competitive procedures.

D. Selection for training required for promotion.

E. Reassignment or change to lower grade to a position with greater promotion potential than last held. Exceptions are actions permitted by reduction-in-force regulations and reassignment of an intern or trainee as part of the training and development plan.

F. Reinstatement to a permanent or temporary position at a higher-grade level than the last grade held in a non-temporary position in the competitive series.

SECTION 4. ACTION THAT MAY BE COVERED WITHOUT COMPETITIVE PROCEDURES.

The following personnel actions may be made without competition:

A. Promotions resulting from the upgrading of a position, without significant change in duties and responsibilities, due to issuance of a new classification standard or the correction of an initial classification error.

B. Position change permitted by reduction-in-force regulations.

C. Promotion without current competition when at an earlier stage an employee was selected from a civil service register or under competitive promotion procedures for an assignment intended to prepare the employee for the position being filled.

D. Promotion resulting from an employee's position being classified at a higher grade because of additional duties and responsibilities.

E. Promotion following non-competitive conversion of a cooperative education student, Veterans Readjustment appointee, and upward mobility employee in accordance with appropriate regulations.

F. Temporary promotion or detail to a higher-graded position of 120 calendar days or less.

G. Re-promotion to a grade and position from which an employee was involuntarily changed to lower grade without personal cause.

H. Promotion of a candidate not given proper consideration in a previous competitive personnel action.

I. Promotions directed by third parties, such as EEOC, Federal Labor Relations Authority, the courts, or other authority as provided by appropriate regulations.

J. Promotions as a result of negotiated settlements of formal or informal EEO complaints under EEOC regulations.

SECTION 5. ADVANCE CONSIDERATION BEFORE USING COMPETITIVE PROCEDURES

A. For Employees Involuntarily Changed to Lower Grade. Employees who are involuntarily demoted without personal cause or who have grade retention status are entitled to consideration for repromotion before using competitive procedures. This applies to positions at the employee's retained grade or at any intervening grades that are to be filled under competitive procedures.

B. For Employees Not Given Proper Consideration. An employee who was not given proper consideration due to a procedural violation or error in a previous competitive placement action must be given advance consideration for the next vacancy which becomes available in the same occupational family as the position denied. This means that the employee must be referred to the selecting official for consideration before using the competitive procedures.

SECTION 6. MINIMUM AREA OF CONSIDERATION. The minimum area of consideration for filling all bargaining unit position vacancies is Army-wide.

SECTION 7. VACANCY ANNOUNCEMENTS

A. All vacancies within the unit of recognition, which are to be filled competitively, will be announced on the Army Vacancy Announcement Board located at Civilian Personnel on Line (CPOL), USAJOBS also located on CPOL, and e-mailed to all unit employees. Announcements will be posted on all field facility bulletin boards. Training requiring competitive procedures will be announced and posted on all field facility bulletin boards and e-mailed to all unit employees.

B. Vacancy announcements will include:

1. Statement of nondiscrimination;
2. Announcement number, opening, and closing dates (a minimum of seven (07) calendar days will be allowed between the opening and closing days);
3. Position number(s); title(s), series and grade(s);
4. Number of vacancies to be filled, if more than one;
5. Test to be used, if any;
6. Promotion potential, if any;
7. Selective placement factors, if required by the position for qualification;

8. Knowledge, skills, and abilities required by the position (if they are required for the position).

9. Geographic and organizational location;

10. Whether or not relocation expenses will be paid;

11. Summary of the duties of the position;

12. Summary of OPM eligibility and qualification requirements;

13. Duration of the appointment, if temporary;

14. For temporary promotions a statement if the temporary promotion may be made permanent;

15. Name and telephone number of the Personnel Specialist to contact for information relating to the announcement;

16. Special working conditions, such as weekend work, tour of duty, travel requirements, expected overtime, etc.;

17. A statement that the position is covered by the AFGE bargaining unit;

18. The different levels at which the position may be filled if it is a multiple-level announcement;

19. Additional specific information relevant to the evaluation of the candidates, e.g., writing samples, portfolios, if appropriate;

20. Statement if the position is sensitive and the incumbent may be subject to a security investigation.

C. Posting Vacancy Announcements. The Employer agrees to post vacancy announcements via the internet by posting announcements on Army Vacancy Announcement Board located at CPOL and/or USAJOBS located at CPOL and on all field facility official bulletin boards. If bulletin boards are not located at the work site, the supervisor will ensure that all employees under his/her

supervision get a copy of the announcement. A copy of all vacancy announcements will be provided to the Union President/designee via E-mail.

D. Open continuous announcements and announcements for standing registers may be used based on local experience of the effectiveness of such announcements.

E. Re-Posting. If a vacancy announcement has been posted and any information is later found to be in error or subsequently changed, i.e., area of consideration, duty station, grade change, career ladder of the position, or if there is a change in the factors by which the candidates will be evaluated, the announcement must be re-posted citing the change and whether or not the original applicants need to re-apply in order to be considered. Posting and distribution shall be the same as the original vacancy announcement.

F. Cancellation. Notice of cancellation of vacancy announcements shall be posted the same as the original vacancy announcement.

SECTION 8. EMPLOYEE APPLICATIONS

A. The Army Resume Builder is the preferred method for preparing your resume and supplemental data sheet for submission to our central database. The use of the Army Resume Builder ensures that your resume is developed in a uniform manner and conforms to the proper format for processing.

Applicants will apply for vacancies in accordance with application procedures outlined on each job announcement. Complete instructions on how to apply for Army Jobs is located at the Army Civilian Personnel On Line (CPOL) website (<http://cpol.army.mil>) by accessing the Employment tab. Application procedures are:

(1) Create a resume on the Army Resume Builder.

(2) If you choose not to use the Army resume builder, you may e-mail your resume to our central processing center at resume@cpsrxtpl.belvoir.army.mil. Please copy your resume into the e-mail. For security reasons, we will not open attachments to e-mails. You may also send your resume through surface mail

to: Northeast Civilian Personnel Operations Center, Central Resume Processing Center, 314 Johnson Street, Aberdeen Proving Ground, MD 21005-5283.

Regardless of the method you choose, your resume must include the supplemental data required for processing your resume in RESUMIX.

Once you have your resume in our central database, you may use the RESUMIX self-nomination feature to apply directly for vacancy announcements of interest to you. You may access the self-nomination using the button at the bottom of the announcement. There is no limit on the number of jobs you can apply for using self-nomination. The information you provide on your self-nomination matches with data in your resume and automatically forwards your application for consideration on that vacancy announcement.

B. Time Limits. The time limits for filing for a posted vacancy are as follows:

(1) Open Continuous Announcements - An employee may file at any time as outlined on the vacancy announcement. The register will be updated prior to filling a vacancy.

(2) Individual Announcements - Applications will be accepted if they are received by the closing date.

C. Multiple Applications. When an employee applies for more than one announcement, full consideration will be given for each vacancy applied for, regardless of selection to one or more vacancies. However, when you have accepted a permanent or temporary position offered through a RESUMIX referral you MUST submit a new resume when you are available to apply for jobs.

D. Wage Grade. It is understood that wage employees may compete, if eligible, for General Schedule positions, and vice versa.

SECTION 9. ESTABLISHING THE REFERRAL LIST. To be eligible for promotion or placement, candidates shall meet the minimum qualification standards prescribed or approved by OPM and

selective placement factors identified in the vacancy announcement as essential for successful performance by the closing date of the announcement.

SECTION 10. INTERVIEWING. If the selecting official interviews applicants, all referral list candidates who are referred will be interviewed. When a face-to-face interview is not possible, a telephone interview is acceptable. The selecting official is responsible for ensuring that interview questions are job-related.

SECTION 11. SELECTION

A. The selecting official has the right to select or not select any candidates referred, as long as the selection is based on merit principles in accordance with 5 U.S.C., Chapter 2301, Merit Systems Principles and this Contract.

B. A selecting official will normally render a decision within one (1) pay period of receipt of the referral list or completion of interviews.

C. When a decision has been made, the selecting official will notify the non-selected candidates

SECTION 12. EMPLOYEE INFORMATION

A. General. Employees will be able to track the status of their application and make inquiries by accessing ANSWER on the ARMY CPOL website. ANSWER is the Army Notification System Web Enabled Response System and is designed to allow you to obtain information on the status of your resume, job vacancies for which you have submitted your resume, and your referral status. You may also view your resume and supplemental data. **To find out if there is a problem** with your resume or self-nomination, you should check ANSWER for the status. You will see if your resume and/or self-nomination has been accepted or the reason it was not accepted. In cases of qualification disputes, you may contact your servicing Civilian Personnel Advisory Center (CPAC) Specialist by phone or e-mail in order for them to provide instructions on how to submit your inquiry/ concern to ANSWER. Within the ANSWER screen, an e-mail icon is provided for submitting inquiries. Upon receipt of your inquiry through ANSWER, the CPOC Specialist will manually review

the resume to determine if you should have been referred. If it is found that you should have been referred and a selection has not been submitted, the referral will be amended by the CPOC to include your name.

B. If you have questions about RESUMIX, you may contact the RESUMIX Central Resume Processing Center by sending an e-mail to applicanthehelp@cpsrxtp.belvoir.army.mil or by calling 410-306-0137.

C. Employees may also contact their servicing Human Resources Specialist for assistance or to discuss what they can do to improve their chances for future promotions.

SECTION 13. CAREER LADDERS

A. The Employer will identify and publish career ladder positions in appropriate categories.

B. Career ladder positions will be identified, published, and made available to unit employees.

C. An employee in a career ladder position below the full performance level will be a promotion eligible; provided it is allowed by budgetary constraints, the employee meets qualification requirements, has demonstrated a capability to satisfactorily perform duties assigned and is able to perform at the next higher level.

SECTION 14. MISCELLANEOUS

A. Compensation. An employee's level of compensation upon promotion shall be set in accordance with applicable regulations.

B. Merit Promotion and Placement Records. A file sufficient to allow reconstruction of the competitive action will be kept for two years, unless there is a grievance or complaint pending on the particular promotion action, in which case the file will be retained in accordance with regulations concerning the filing of documents related to grievances or complaints.

C. Effective Date. An employee who has been selected for a competitive promotion will have his/her promotion effective no later than one complete pay period following selection unless circumstances require otherwise (i.e., within-grade increase, long distance moves, exigencies of the Employer).

SECTION 15. The parties agree that the purpose and intent of the provisions contained herein are to ensure that equitable principles are applied in a consistent manner for all employees.

SECTION 16. UNION INFORMATION. In addition to the information that is available to the employee, the Union shall, upon written request, be given a complete reconstruction on the selection process of any bargaining unit's job announcement that is filled in accordance with appropriate laws and regulations.

ARTICLE EIGHTEEN

TEMPORARILY DISABLED EMPLOYEES/LIGHT-DUTY
EMPLOYMENT PROGRAM

SECTION 1. Employees who are temporarily unable to perform assigned duties because of job related illness or injury shall be assigned limited or light duty whenever possible.

SECTION 2. Whenever possible, supervisors will provide light duty assignments to an employee who has sustained an on-the-job injury and is unable to perform his/her regularly assigned duties. The only exceptions to this requirement are those cases, which are too severe to be considered, or if the employee's duty station is so remote that it makes the light duty assignment impossible.

SECTION 3. Light duty assignments allow the activity to avoid unnecessary continuation of pay (COP) expenses and loss of the employee's services. These assignments also afford the employee the opportunity to provide useful service to the activity during his/her injury recovery period.

SECTION 4. A light duty assignment is an assignment that is different from an employee's regularly assigned duties. Regular duties, which are modified to accommodate the employee, another job within the employee's organization, or another job in another organization at the activity may be considered a light duty assignment.

SECTION 5. The following procedures will be used when the physician has indicated that the employee is unable to return to his/her regularly assigned duties.

A. Current Employees Who are Temporarily Disabled 60 Days or Less:

1. The employee's supervisor, with guidance from the Workers' Compensation Program Administrator, will determine from information provided by the employee's physician whether or not the employee can be placed on light duty. Form CA-17 will be used for this purpose.

2. Within fourteen (14) calendar days of receipt of information that the employee may perform light duty, the supervisor will determine if light duty is available in the employee's organization.

3. If no light duty is available within the immediate organization, then the supervisor will expand the search to the next higher level, up to and including the entire major organization element (MOE - Divisions and Separate offices).

4. If light duty is not available at this level, the MOE chief will so certify in writing through the Commander to the servicing CPAC Chief.

B. Employees on Office of Workers' Compensation Program
Rolls More than 60 Days

1. When the Program Administrator obtains information indicating that a current or former employee has partially recovered, the employee's name will be submitted to the supervisor of the organization in which the employee was employed at the time of the injury.

2. Within fourteen (14) calendar days of receipt of information from the physician, the supervisor will determine whether or not light duty is available within that organization.

3. If no light duty is available, the supervisor will expand the search to the next higher level, up to and including the MOE.

4. If it is determined that no light duty is available within the MOE, the MOE Chief will so certify in writing through the Commander to the servicing CPAC Chief and request placement assistance.

5. The servicing CPAC Chief will, upon receipt of Form CA-17, SF-171, review all available positions established at that activity and make referral in accordance with placement procedures.

SECTION 6. INJURIES AND ILLNESS ON THE JOB. The Union and Employer agree that Unit employees are covered under the Federal Employees' Compensation Act, which provides compensation and medical care for disability due to personal injuries, sustained while in the performance of their assigned duties. The term "injury" includes in addition to injury by accident a disease proximately caused by the employment, except that no benefits may be paid if the injury is caused by willful misconduct of the employee or intention to bring injury or death to himself or of another or if intoxication of the injured employee is the proximate cause of the injury or death.

SECTION 7. It is agreed that the immediate supervisor or management's designee is expected to have access to an adequate supply of the basic forms for the proper recording and reporting of injuries and will be responsible for informing an injured employee as of the exact procedure to be followed in reporting and submitting a claim.

SECTION 8. An injured employee must give written notice to his/her supervisor of a job related injury as soon as possible but not later than thirty (30) calendar days after the injury. Compensation may be denied if written notice is not given within the thirty (30) calendar day period or if the immediate supervisor has no actual knowledge of the injury. In the event of a grievous injury when the employee is unable to properly file a claim, the supervisor will complete and submit the necessary forms.

SECTION 9. A written claim for compensation must be filed within three (3) years of the injury in order for compensation to be paid.

SECTION 10. An injured employee is entitled to first aid and medical care for any job related injury. Emergency diagnosis and initial treatment may be provided by a medical facility authorized to conduct such examination consistent with regulations of higher authority. In accordance with such regulations, medical care may be provided by any duly qualified Board certified, private physician or hospital of the employee's choice within the local area. When travel is necessary to

receive medical care, the injured employee will be furnished transportation or will be reimbursed for travel and incidental expenses.

SECTION 11. The employer and Union understand that injury compensation cannot be paid for any period when an employee is on paid leave. If at the time disability begins, the injured employee has sick or annual leave to his/her credit, he/she may decide whether to use all or part of it before applying for injury compensation benefits. If the employee should be charged for sick or annual leave (or if he/she is so charged because he/she was not informed of possibility of injury compensation benefits) they may apply for leave buy-back.

SECTION 12. Employees will be permitted to review documents relating to their claim, which the Office of Worker's Compensation programs has authorized the appropriate personnel office to make available. Employees may be accompanied by their designated representative if they so wish.

ARTICLE NINETEEN

CONTRACTING OUT/COMPETITIVE SOURCING

SECTION 1. It is understood by the parties the employer has the right to determine what areas of work will be contracted out in fulfilling its mission.

SECTION 2. For the purposes of this Article, contracting out is defined as an employer action that results in commercial or industrial type work being contracted to private sources that results in the displacement of Unit employees via contractor furnished services.

SECTION 3. Management agrees to consult, openly and fully with the Union regarding any review of a function for contracting out within the bargaining unit.

SECTION 4. Periodic briefing will be held between the employer and the Union to provide the Union with information pursuant to OMB Circular A-76 and this Contract, on decisions affecting unit employees.

SECTION 5. The employer agrees to negotiate with the Union concerning the impact and implementation of any decision to contract out.

SECTION 6. The employer will provide the union, in a timely manner, copies and drafts of pertinent information concerning all cost studies, specifically to include: the invitation for bid (IFB), request for quotation (RFQ), or request for proposal (RFP); abstract of bids; correspondence from higher authority directing the cost study; correspondence from Department of Labor regarding certification of a wage rate; the performance work statement; the "milestone" chart or similar document setting forth the estimated dates for the contracting out process; all changes to the performance work statement; all bidder questions and activity answers related to the performance work statement.

SECTION 7. The employer will include a Union representative in the "walk through" by bidders of the function undergoing a cost study.

SECTION 8. Briefings will be held with affected unit employees for the purpose of providing information concerning contracting out. The Union will be given an opportunity to participate in such briefings.

SECTION 9. The parties reserve the right to negotiate during the term of this Agreement over any contracting out matter not specifically provided for in this Article.

SECTION 10. The employer agrees to take action to attempt to minimize the impact on employees when a function is contracted out. Affected employees may be reassigned and/or retrained to maximum extent practicable. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires in positions for which affected employees meet minimum qualifications.

SECTION 11. Copies of additions, changes, deletions, and supplements to OMB circular A-76 will be forwarded to the Union as soon as they are made known to the Employer.

ARTICLE TWENTY

LEAVE

GENERAL: Except where addressed in this Contract, the Employer's policies on leave and other absences from duty as defined in HR 690-1-630, Leave and Other Absences from Duty that is in force on the effective date of this contract shall be followed. Leave may be used in 30-minute increments.

ANNUAL LEAVE

SECTION 1. The employer will notify present and future employees, in writing, of three names and telephone numbers (toll free) in priority order of the appropriate officials/designees to report their need to use unplanned leave. The employee shall be responsible for making a reasonable attempt to notify a management official within 2 hours of the beginning of his/her normal shift, if they will not report to work at their regularly scheduled time.

SECTION 2

A. The employee is responsible for contacting the appropriate supervisor unless circumstances beyond their control prohibit it. Under such circumstances the employee may designate someone to contact the appropriate supervisor.

B. Employees working shifts must ensure that the list of priority telephone numbers and names of appropriate management officials/designees to report their need to use unplanned leave have been followed. If after no more than three attempts the employee is unable to make direct contact with the designated official, but does get a voice mail system, the employee shall leave a message similar to this on voice mail, "This is _____ . It is _____, 200_, and the time is _____ (am/pm). I am calling to let you know that I am requesting to use unplanned sick/annual leave from _____ to _____. You are the _____ official that I have tried to contact. I will contact _____." As a courtesy to the shift-working employee who is already on duty, the employee may notify them as well that he/she has requested unplanned leave. It is management's responsibility to notify the employee who is at work.

C. The list of designated management officials to call to report the need to use unplanned leave will be posted on bulletin boards with toll free numbers, if available.

SECTION 3. Use and accrual of annual leave is a right of the employee. Employees will be granted or denied leave in accordance with this contract regardless of shift. However, the use of annual leave is subject to approval by the Employer.

SECTION 4. Annual leave will be earned and accrued in accordance with applicable laws and regulations.

SECTION 5. All requests for planned annual leave should be made in advance by the employee completely filling out sections 1 through 8 of SF 71 (Application for Leave). Approval/denial of requested planned annual leave would be communicated to the employee, via his/her supervisor, within two workdays from the receipt of the SF 71. Reason(s) for denial will be cited in writing on the SF 71, a copy of the SF 71 will be given to the employee, and a copy will be forwarded to the Union, upon request.

SECTION 6. Consistent with the needs of the Employer, including workload considerations, annual leave which is requested in advance will be approved. Once annual leave has been approved, the Employer may cancel such leave in accordance with appropriate regulations.

SECTION 7. As soon as possible after January 1 and no later than March 30 of each year, employees will be given the opportunity to indicate their choice for a vacation period(s) of more than five consecutive workdays. The supervisor shall post the form to be used for scheduling in a central conspicuous location on the first workday in January. As employees fill out the schedule they should date their entries. If there is a conflict between two or more employees, which cannot be resolved between them, it shall be decided by the supervisor, based on the following order:

- A. The first to have made the written request,
- B. Rotation of who had the same dates (i.e. holiday period) last,

- C. Use or lose leave balance,
- D. The person with the most leave available,
- E. Seniority, Service Computation Date (SCD).

Once the employee has approved scheduled leave, he/she should not be permitted to alter such schedule when the change would disturb the schedule of another employee except in an emergency.

SECTION 8. In deciding whether to approve unplanned annual leave, the supervisor should consider workload requirements; consider the employee's reasons, and any other appropriate concerns. Unless the employee is requesting an exception to established policy, he will not be required to state reasons for requesting leave.

SECTION 9. An employee may be granted a reasonable amount of appropriate leave, in the event of a death or serious illness/injury in their family. Definition of family member for this instance is any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship (Federal Employees Family Friendly Leave Act).

SECTION 10.

A. Where unforeseen emergencies arise requiring the use of leave, approval of annual leave shall be requested as follows: If the emergency arises while the employee is at work, the employee shall be responsible for ensuring that his/her supervisor or other appropriate management agent is notified of the emergency, the anticipated length of absence. Notification does not necessarily mean approval of annual leave or leave without pay. If the emergency arises when the employee is not at work, and the need to take leave would prevent reporting to work as scheduled, the employee shall be responsible for ensuring that the supervisor or other appropriate official, is notified within two (02) hours of the beginning of their normal shift.

B. If the emergency extends beyond the period for which leave was originally requested, the employee again is responsible for notifying the supervisor or other appropriate official, and requesting approval of additional leave.

C. If the nature of the employee's unforeseen emergency or need for the use of unplanned leave, prohibits compliance with the notification requirements provided above, the employee or the employee's designee shall provide such notification as soon as possible. Evidence of such circumstances may be required by the Employer.

SECTION 11. Employee's requests for advances of annual leave will be processed in accordance with appropriate agency-wide regulations. Requests for advanced annual leave cannot exceed the number of hours the employee will accrue during the remainder of the current leave year.

SICK LEAVE

SECTION 12.

A. Employees may be required to furnish evidence to substantiate a request for sick leave, when there is just cause to believe that the employee is abusing sick leave. The employer encourages employee leave counseling and, prior to requiring medical certification under such circumstances, the employee may be counseled concerning use of sick leave.

B. Medical Certification means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination or treatment, or to the period of disability while the patient was receiving professional treatment.

C. When medical certificates or other documentation are required, the need for documentation shall be reviewed semi-annually to determine whether it should be canceled or continued. Should the employee cease his/her abuse, the aforementioned requirement will be removed. If abuse continues, it may result in disciplinary action.

D. Where no abuse is suspected, the employee is not required to provide any detailed personal medical information with sick leave requests. All information provided will be confidential and the privacy act shall be followed.

SECTION 13. Sick leave is an entitlement and shall be accrued, and its use approved in accordance with appropriate regulations.

SECTION 14. Use of accrued sick leave will be granted when an employee:

A. Receives medical, dental, or optical examination or treatment;

B. Is incapacitated for the performance of duties by sickness, injury, or pregnancy, and confinement.

C. Gives care or otherwise attends to a family member having an illness, injury, or other condition, which if the employee had the condition would justify the use of sick leave by the employee, or for purposes relating to the death of a family member, including to make arrangements for or attend the funeral of such family member (Federal Employees Family Friendly Leave Act);

D. Would jeopardize the health of others by the employee's presence at the post of duty because of exposure to a contagious disease. The governing factor in this provision is a finding by the local health authorities (or a bona fide licensed physician) the disease is "contagious."

SECTION 15. Should the employee indicate the reason for the use of sick leave is on behalf of a member of his family, the following apply (Federal Employees Family Friendly Leave Act):

A. Full-time employees can use up to 104 hours per leave year, as long as the employee has a leave balance that equals or exceeds the amount of requested sick leave hours. There is no longer a minimum leave balance required. Part-time employees are also eligible; however, their entitlement is prorated based on the number of hours work scheduled per week.

B. If the Federal Employees Family Friendly Act increases the number of hours per leave year above or completely removes the limitation, the new regulations will apply.

SECTION 16. Absences for scheduled medical, dental or optical examinations/treatment shall be requested no later than two days prior to the date of the appointment. Sick leave will be granted for such purposes when required and requested in timely manner. If the Employer determines that it must cancel a previously approved leave request for such purposes and the employee advises the Employer that the employee will have to pay a cancellation fee for the examination/treatment, the Employer will make every reasonable effort to seek qualified volunteers to work for the employee in order to allow the employee to be absent for such purposes. Failure to notify the supervisor at least two workdays in advance will not be the sole reason for denial of leave.

SECTION 17. Employees are solely responsible for ensuring that the proper official is notified for use of unplanned absences due to illness/injury within the first two hours of the scheduled work shift. Reporting procedures are the same as Section 1 under Annual Leave. The employees shall ensure that the supervisor is informed as to his/her expected return to duty. If the employee does not return to duty on the date indicated, he/she must ensure that the proper official is notified. If the degree of the employee's illness or injury prohibits compliance with the notification requirements provided above, the employee or designee should provide such notification as soon as possible. The Employer may require evidence of such circumstances. If such leave is denied, the supervisor will inform the employee, in writing, as to the reason(s) for denial.

SECTION 18. Upon request by the employee, an approved absence, which would otherwise be chargeable to sick leave, may be charged to annual leave. If an employee, or a member of the family, becomes eligible for the use of sick leave during the time he is in an annual leave status, the period may be charged to sick leave and the charge to annual leave reduced accordingly.

SECTION 19. UNDER NORMAL CONDITIONS

A. When an employee's sick leave balance has been exhausted, the employee may request advance sick leave. The Employer may approve the advance sick leave request in cases of serious disability or illness if:

1. The employee would normally qualify for the use of sick leave.

2. The application is supported by proper documentation.

3. The amount advanced to a full-time employee may not exceed thirty (30 workdays).

4. There is reasonable assurance that the employee will return to duty and subsequently accrue sufficient sick leave to repay the advanced sick leave.

B. Part-time employees, working under a regular tour of duty, may be advanced sick leave on a pro-rated basis. Temporary employees may not be advanced sick leave in excess of the amount they will earn during the period of temporary employment.

C. The total sick leave advanced will be charged against sick leave subsequently earned. In case of separation of any employee who is indebted for advanced sick leave, repayment of the advance will be made in accordance with appropriate regulations.

SECTION 20. Medical certificate means a written statement signed by a registered or licensed physician or practitioner, certifying to the incapacity, examination, treatment, or the period of disability of an employee.

ADMINISTRATIVE LEAVE

SECTION 21. Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to an employee's accrued leave.

SECTION 22. Employees who desire to volunteer to donate blood must inform his/her supervisor at least four (04) workdays in advance of their intent. The employer may approve administrative leave, not to exceed four (4) hours, including travel time to and from the blood collecting site, time for the donation of blood, and recuperation time, as appropriate and in accordance with 5 U.S.C. 7106(a)(2)(B).

COURT LEAVE

SECTION 23. In the event an employee is called for jury duty or jury qualification, the employee will be granted court leave not to exceed eight (08) straight-time hours per day consistent with regulations. If an employee is called for the above civic

duties, the employee shall notify the Employer promptly and shall submit a copy of any document(s) issued for jury service. Upon completion of the service, the employee shall present to the Employer evidence of time served on such duty, together with any jury fees received. Allowances for meal, transportation, lodging, etc., may be retained by the employee.

SECTION 24. When an employee has been granted court leave and is excused from jury duty for one (01) day or even a substantial part of a day (three (03) hours or more), and in those cases where time and travel permit and where no hardship results, the employee shall be expected to return to duty or be charged annual leave or leave without pay for the time the employee would have been expected to work had the employee returned to duty.

SECTION 25. A night shift employee who performs court services during the day will be granted court leave for the regularly scheduled night shift tour of duty and is entitled to the night shift differential.

SECTION 26. When an employee is called as a Government witness to testify in an official capacity as a Federal employee, he/she is considered to be in an official duty status. The employee may not accept witness fees of any kind (room and board excluded). An employee serving as a Government witness (Federal, state, or local) in a non-official capacity will be granted court leave. Such employee will not accept witness fees but is entitled to expenses incidental to witness duty. When an employee appears in court as a non-government witness and not in the employee's official capacity, the absence from duty must be charged as either annual leave or leave without pay. Such employee is entitled to keep the usual fees and expenses.

MILITARY LEAVE

SECTION 27. A permanent employee or temporary whose appointment exceeds 1 year and who is a member of a reserve component of the Armed Forces or the National Guard shall be granted military leave in accordance with Federal rules and regulations for the purpose of providing military aid to enforce the law. An employee who is a member of a reserve component of the Armed Forces or the National Guard shall be accommodated in meeting any scheduled drills/meetings required as part of the participation in such duty.

MATERNITY RELATED ABSENCE

SECTION 28. The Employer may approve a period of leave for up to twelve (12) months for maternity reasons in accordance with appropriate regulations and this Contract. The employee may request leave from other leave categories; i.e., sick leave, advanced sick leave, annual leave, donated leave, and leave without pay. An employee shall request leave for maternity reasons as far in advance as possible to allow the employer to prepare for any staffing adjustments which may be needed to compensate for the anticipated absence. This request shall include the types of leave desired, approximate dates, and anticipated durations. This request will be accompanied by a medical certificate, which specifies the date the doctor recommends the employee be placed on absence and any other justification required by the appropriate leave category.

SECTION 29. Sick and annual leave for maternity reasons can be advanced to any employee on the same basis and under the same conditions that such leave is normally advanced.

SECTION 30. Where working conditions are more strenuous or hazardous, a pregnant employee, after consultation with her physician, may request temporary re-assignment to other available work for which qualified. To protect the employee's health and that of the unborn child, the supervisor will refer the employee to the Occupational Health Physician for recommendations prior to making a decision.

SECTION 31 - ADOPTION/FOSTER CARE. An employee is entitled to 12 weeks of unpaid leave for the placement of a child through adoption or foster care (Family and Medical Leave Act of 1993). The employee may request leave from other leave categories to remain at home with the child.

SECTION 32. The Employer assures the continued employment of the employee in the position previously occupied or a position of like seniority, status and pay upon return to work following the period of maternity absence, unless termination of employment is otherwise required by government-wide regulations or for reasons unrelated to the maternity absence.

FAMILY LEAVE

SECTION 33. Family and Medical Leave Act of 1993 (<http://www.opm.gov/oca/fmla/index.htm>) provided for eligible Federal employees to take up to 12 weeks of unpaid leave during any 12-month period for either of the following reasons:

- A. To care for the employee's child after birth, or placement of a child with the employee for adoption or foster care (within one year after placement),
- B. To care for the employee's spouse, son or daughter, or parent who has a serious health condition,
- C. For a serious health condition that makes the employee unable to perform the employee's job.

LEAVE FOR RELIGIOUS REASONS

SECTION 34. While there is no official observance of religious holidays, except those which may also be national holidays, the Employer may grant employees covered under this contract annual leave or leave without pay to observe religious holidays or where circumstances permit, the supervisor may rearrange work schedules to provide substitute work time either before or after the holiday to earn or repay advance compensatory time. An employee whose personal religious beliefs require not working during certain periods of time may elect to use advanced compensatory time off. Should the employee use advance compensatory time off, they must repay the advanced time within a reasonable period of time (normally within six (6) pay periods).

LEAVE WITHOUT PAY

SECTION 35. Leave without pay is a temporary non-pay status and absence from duty, which has been requested by the employee and approved in advance by the Employer.

SECTION 36. The following employees are entitled, as a matter of right, to take leave without pay for the following purposes.

- A. A disabled veteran for medical treatment upon presentation of an official statement from a duly constituted medical authority that medical treatment is required.

B. A military reservist or national guardsman for the period required performing active duty for training if there is no entitlement to military leave or military leave has been exhausted.

SECTION 37. The Employer may, but is not required to, approve requests for leave without pay/leave of absence in circumstances:

A. When requested at least thirty five (35) workdays in advance (a response will be issued no later than 10 workdays of receipt thereof); an employee may be granted up to two (02) years to participate in full-time study at an accredited institution of higher learning when the following conditions are met:

1. The proposed course of study is directly related to the employee's position with the Employer, or if the employee wishes to further his/her education in order to improve his/her employment opportunity with the Employer, and the employee has completed a minimum of five (5) years of service.

2. The employee has demonstrated an acceptable level of competence through past performance and it can reasonably be expected the employee will return to work with the Employer upon completion of the study period. Such LWOP will automatically be terminated without notice when the employee withdraws or is terminated from the study program.

B. For up to eighteen (18) calendar months when an employee has an illness (physical or mental) or injury that would otherwise be covered with sick leave and there is reasonable assurance the employee can and will return to duty with the Employer at the end of the leave period.

SECTION 38. The Employer agrees to approve leaves of absence for no more than three (03) unit employees who are elected to full-time position of National, or District Office of National Representative(s) or National/District Office Holder(s) of the American Federation of Government Employees, AFL-CIO. Such an absence may only extend as long as the person(s) holds that position. Pertinent reasons and nature of workload requirements will be given for denial of such requests. The Employer agrees that Unit employees granted such leaves of absence will be

carried on a leave without pay status and the Employer will place the employee in the same or equivalent position held at the time the absence began.

SECTION 39. The parties mutually agree that if the Federal Employees Family Friendly Leave Act is repealed, the portions of this agreement related to it will be null and void. Should the Act be continued or expanded the provisions will be considered to be a part of this agreement.

DONATED LEAVE

SECTION 40. Employees who are faced with forfeiture of their leave and are not entitled to leave restoration are encouraged to consider donating leave to approved leave recipients.

ARTICLE TWENTY-ONE

REDUCTION IN FORCE/TRANSFER OF FUNCTION

SECTION 1. This article governs:

A. Transfer of function; and

B. The release of a competing employee from his or her competitive level by furlough for more than 30 days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties. The reduction-in-force will be accomplished in accordance with Code of Federal Regulations 5 Part 351 and this contract.

SECTION 2. The Union will be given an opportunity to negotiate per Article 33, Negotiations During Terms of Agreement, changes in policies in accordance with statutes and this contract on reduction-in-force.

SECTION 3. Employer agrees to notify the Union President via E-mail and hard copy as soon as a Reduction in Force is being considered which affects bargaining unit employees. The written notice will contain the reasons for the reduction, the competitive area, the type and probable number of positions to be reduced and the approximate date the action is to be taken.

SECTION 4. In the event a reduction in force is implemented, the affected employees and their representatives, if any, may review the retention register and records, which have a bearing on the reduction-in-force action affecting them.

SECTION 5. An employee who is a member of the bargaining Unit and who is separated in a reduction in force shall be counseled and shall receive all applicable information prior to separation concerning reemployment with the Federal Government.

SECTION 6. In the event of a reduction in force, existing vacancies will be used to the maximum extent possible in accordance with 5 CFR Part 351 to place employees in continuing positions, who otherwise would be separated from the Service. Retention of these employees may be by transfer to a vacant position for which the employee is qualified. All reductions in force will be carried out in strict compliance with applicable laws, regulations, and this contract.

SECTION 7. When the Employer considers any of the actions stated in this article are necessary, notice will be provided to the President of the Union, or his/her designee, as soon as possible. No later than two (2) workdays after the Employer has made such a determination. The Union will receive specific information concerning the matter, to include, but not limited to:

A. The reason(s) for the action and the type of action to be taken;

B. The approximate number, type and geographic locations of the positions affected;

C. The race, sex, and age of the employees in the positions to be abolished;

D. Approximate date the action is to be effected; and

E. A list of names and classifications of Unit employees affected by the Reduction In Force prior to the issuance of the specific notice(s) to employees.

SECTION 8. In no case shall the Employer give the general notice to the employee prior to the Union receiving advance notice.

SECTION 9. Upon issuance of the General notice (at least 180 days prior to the effective date) of Reduction-in-Force affecting bargaining unit employees, negotiations to minimize impact on employees shall begin in accordance with statutes and this Contract.

SECTION 10. An individual who is adversely affected by actions stated in this article, as a minimum, shall be given specific notice as soon as possible but not less than 90 days prior to the effective date of the Reduction-in-Force.

SECTION 11. The notices will contain the following information:

A. The action to be taken, the reasons for the action, and its effective date;

B. The employee's competitive area, competitive level, tenure group, subgroup, length of service, and annual performance ratings of record received during the last 4 years;

C. The place where the employee may inspect the regulations and records pertinent to this case;

D. The reasons for retaining a lower standing employee in the same competitive level;

E. Information on reemployment rights;

F. The employee's right, as applicable, to appeal to the Merit Systems Protection Board under the provision of the Board's regulations;

G. Employee placement assistance; and

H. Grade and pay retention.

SECTION 12. Additional service credit is based on the last three annual performance ratings of record, which are received by the employee during the four-year period prior to the date of issuance of the specific notice. No new annual performance ratings will be put on record and used for RIF purposes after the issuance of specific notice.

SECTION 13. Employees changed to lower grade through these actions will receive priority consideration for vacant positions in accordance with 5 CFR Part 351. Employees will receive information regarding registration in appropriate placement programs.

SECTION 14. The Civilian Personnel Advisory Center is available to assist employees with searching CPOL/USAJOBS (or the equivalent) for Federal vacancies.

ARTICLE TWENTY-TWO

TRAINING/EMPLOYEE DEVELOPMENT

SECTION 1. In accordance with appropriate Government-wide regulations and policies consistent with its needs and within the funds available, the Employer agrees to provide mission-related training to unit members and encourage employees in their efforts for self-improvement. Training needs shall be continuously reviewed and modern training practices and techniques used. The Union recognizes that the Employer has the right to establish, modify, or disestablish its training programs consistent with the needs of the mission. The Employer recognizes its obligation to negotiate with the Union regarding the impact of such establishment, modification, or disestablishment.

SECTION 2. Each bargaining unit employee's supervisor shall discuss appropriate training with the employee during the annual evaluation. The Employee and supervisor will cooperate in determining the available training and the employees Individual Development Plan.

SECTION 3. If funds are available, bargaining unit employees may be granted extended training not to exceed nine (9) consecutive months. This training may only be used if the training is mission-related to the organization and the employee request the training. It is the employee's responsibility to ensure that all necessary forms and paper work are completely and correctly filled out.

SECTION 4. It is mutually recognized that employees have an important stake in their own development. They must demonstrate initiative and make known their interest to increase their knowledge and skills. They must be willing and able to spend time, energy, and effort necessary to achieve their goals. The Employer agrees to promote self-education and training.

SECTION 5. The Employer agrees to publicize information regarding courses offered by the Government, Education Institutions, and private companies.

SECTION 6. TRAINING PROGRAM

A. Training and career development programs such as cross-training, rotational assignments, on-the-job training, and courses at local educational institutions are an integral part of the Employer's training program.

B. Employer will provide training for employees competitively selected for the Upward Mobility Program, which will allow for:

1. Trainee crossover slots for targeted positions; and
2. Training and experience to prepare lower graded employees for successful performance in targeted positions.

C. The Union will be afforded the opportunity to present its views to any committee formed for the purpose of developing training and career development plans of bargaining unit employees.

SECTION 7. TRAINING PROCESS

A. The Employer currently uses METL (Missions Essential Task List) assessment to aid in the identification of training requirements and priorities and the development of a training budget. The Employer currently uses software titled Automated Training Management Program (ATMP) to aid in this process.

1. METL for the District and each major organizational unit of the district has been identified and developed.
2. The support of each METL below district level may be traced to a district level METL. This linkage is reflected in ATMP.
3. An individual task list has or will be developed for each employee, excluding time limited appointment employees.
4. Employer assesses the readiness level of each District METL and employee's individual task based on an evaluation of the circumstances (e.g. recency of task performance, employee development level, advances or changes in

technology, and mission importance or focus area) at the point in time the evaluation/assessment is made. This allows the priority assessment of training requirements to be determined.

5. At least annually, the Employer will assess the readiness-performance level of each employee's individual tasks to aid in training requirements determinations.

6. Employer will discuss training requirements with each employee (excluding temporary NTE appointments) in the following terms:

(a) Assessment level of each task of the employee's individual task list and the organizational METL;

(b) Availability of funds;

(c) Existing and projected staffing needs;

(d) The work requirements of the job;

(e) The potential use of the training by the employee in his/her current position;

(f) Expected development of the employee.

7. Employer will document the training requirements/plan of each employee on the IDP (see example of IDP at Appendix L-1).

8. The employee's task list should be reflected in the employee's performance plan (critical elements and performance standards - see Article Twenty Seven Section 2).

9. Employees with CEFMS access or access to another Corps automated system using an Oracle password may view their task list and IDP online in ATMP. Those employees without such access may request and receive a copy of their task list (including employee readiness assessment) and IDP. Interested and eligible employees may request an Oracle password.

10. The employee's supervisor's signature on the IDP (whether hard copy or online) reflects a commitment to implement the IDP training plan so far as it is within his/her control to do so (i.e., budget, cancellation of courses, and emergencies).

B. Employees selected for existing career development programs will have individual development plans as required by that program.

C. All permanent and seasonal employees (excluding temporary NTE appointments) will have a 5-year IDP. Typically, the IDP will be discussed with the employee at the time of the employee's annual performance appraisal and mid-point counseling session. (See Sample IDP at Appendix L.)

D. Employer will make available and post notices of training courses and information on career development at each work site.

E. If Employer approves training for an individual the Employer will make reasonable adjustments in the employee's work schedule to allow the employee to complete the approved training.

F. Employer will consider employee requests for adjustment to their work schedules when the employee is participating in an educational program. If a change is approved, the employee will be allowed to complete the equivalent of one academic quarter or semester before Management again changes the employee's work schedule unless Management has a work related reason for changing the work schedule.

G. Employees shall request training in writing. If a training request for an employee is disapproved, the employee will be officially notified, in writing, of the disapproval and given the reason.

SECTION 8. COURSE RELEASE TIME: Unless an employee is on extended training, when such absences are not precluded by workload, the Employer may favorably consider approval of employee requests for short periods of excused absence, not to exceed 20 (twenty) hours per week, to attend job related educational programs from which the Employer expects to derive a benefit. If the excused absence is denied the employee will be provided with the reason for the denial.

SECTION 9. Any employee who is placed or hired into an upward mobility position shall be given a copy of the OPM regulation governing the upward mobility program. Regulations for the Upward Mobility Program and supplements are available on the Vicksburg District homepage.

SECTION 10. Employer agrees to establish training programs to improve employee efficiency. In developing such programs, Employer agrees to consider the views of the union. Employer agrees to joint training session of mutual concerns (i.e., Interest Based Grievance Handling (IBGH)).

SECTION 11. INFORMATION TECHNOLOGY TRAINING. The Army has mandated use of the Army's e-Learning Program as the source for all basic and advanced Information Technology (IT) training for users from the Department of the Army Active Duty and Civilian employees. Employees may access online training through the Army e-Learning website, <https://www.atrrs.army.mil/channels/eLearning/smartforce/>. A valid Army Knowledge Online (AKO) account and password are required. Army Commands will ensure employees have access to e-Learning during duty hours for organization and mission-related training.

SECTION 12. The Employer agrees when an individual attends training for more than six (6) consecutive hours, the employee(s) will normally be required to return to duty only if two hours or more remain in the regular tour of duty or unless duty requires his or her presence.

SECTION 13 - JOINT TRAINING ON CONTRACT. Union representatives and supervisors of Union representatives shall receive joint training with management and Union designating their respective trainers. Representatives of both parties will identify the Articles which will be offered at the joint training. The training will last as long as needed, but should not exceed 8 hours, whether in person or electronically (video tape, DVD or CD, etc.).

SECTION 14 - VICKSBURG LEADERSHIP DEVELOPMENT PROGRAM (VLDP) SELECTION PANEL. The Employer agrees to establish a VLDP selection panel that will include one (1) Union representative. The Union President or designee will name the Union representative. This panel reviews applications submitted for the VLDP and forwards selection recommendations to the Commander.

The VLDP announcement will be distributed to all employees electronically and will be posted on field facility (including MSU) bulletin boards. The announcement will include the following: how the VLDP has been organized, what the VLDP does, and what criteria are required to be submitted to the VLDP in order for them to be considered. The Union and the Employer fully support this program and will encourage unit employees to apply for the program.

SECTION 15. MENTORING. The Employer will establish a mentoring website to facilitate employee information on the Mentoring Program:

(<https://inet.mvk.usace.army.mil/private/mentor/main.php>)

ARTICLE TWENTY-THREE

TOUR OF DUTY/BASIC WORK WEEK/HOURS OF WORK

SECTION 1. BASIC WORK SCHEDULE

A. Definitions (the following definitions apply to this article only).

1. Administrative workweek is a period of seven (07) consecutive calendar days beginning on Sunday.

2. Hours of work are the established hours of business for the organization at the employee's duty site.

3. Tour of duty is the schedule of days and hours for which an individual employee must report for duty.

B. The basic workweek will be five (05) consecutive days of eight (08) hours each, normally Monday through Friday, except for employees under an alternative work schedule or employees involved in shift operations. Normally, employees will be scheduled for two (02) consecutive days off, except for those employees changing from one regularly scheduled workweek to another.

C. The occurrence of holidays shall not affect the designation of the basic workweek.

D. The employer agrees to notify the Union, in writing, in accordance with this Contract at the beginning of peak workload seasons requiring changes in the established hours of work, tours of duty and shift rotation. This notification will serve to inform the Union of estimated beginning and ending dates for the season. Peak work season in itself will not be the sole justification for elimination of alternative work schedules (AWS). (See Article 23, Section 2.)

SECTION 2. AWS

A. Application: This section applies to locations where AFGE Bargaining Unit employees are employed.

B. Definitions:

1. Flexitour. An established tour of duty, which is different from the official hours of work excluding shift schedules.

2. Flexible band. The designated time bands within which an employee may arrive at and depart from work.

3. Core time. The designated time band during which all employees must be on duty unless in an approved leave status, at lunch, or participating in a compressed work schedule. Core hours will be 0900-1545 for applicable time zones.

4. Tardiness. Employees authorized to follow a flexible reporting time provision of this article will be tardy if they do not arrive at work by the end of the morning time band.

5. Compressed schedule. An alternate work schedule (AWS) under which a full time employee fulfills an 80-hour biweekly basic work requirement in fewer than ten workdays.

6. Official hours of work. Official hours of work are the standard office hours currently established in the various regions.

C. Authorized schedules. The employer agrees to implement AWSs for those employees who desire to participate. The supervisor and employees will have maximum flexibility, consistent with applicable statutes, in developing AWSs. A copy of the OPM Handbook on Alternate Work Schedules that defines various options such as "Credit Hours," "4/10," and "5-4/9" and provides guidance to assist in administering AWS programs will be provided to each work unit by the employer. The work units will be free to develop the AWS, which best fits the particular

mission of the unit, subject to final approval by the employer. The employer will provide training and assistance to the work units in applying the OPM guidance in developing AWS, where needed.

1. An employee or group of employees may propose an AWS. Management will implement the proposed AWS unless there is an adverse agency impact as defined by 5 USC Section 6131(b) or superseding statutes. Adverse agency impact is defined as:

(a) A reduction in productivity;

(b) A diminished level of service to the public, or;

(c) An increase in cost of the employer's operation other than a reasonable administrative cost associated with establishing and implementing AWS.

2. If it is determined that implementation of a particular AWS will result in adverse agency impact, the employee and the Union will be notified of the Employer's decision. Along with the notice, the Employer will include documentation that supports the adverse agency impact determination.

3. The Union has the right to appeal management's adverse impact findings to the Federal Service Impasses Panel.

4. The Employer will notify the Union President/Designee in writing at least ten calendar days in advance of any decision to discontinue AWS.

5. The Employer agrees to furnish AWSs to the Union.

D. PRODUCTIVITY. The Parties agree that alternate schedules should enhance productivity and must be avoided if productivity is proven adversely affected. The employer will inform the Union, in writing, if a positive impact on productivity is not indicated. Prior to making any changes in organizational schedules after the implementation of AWS, the Union will be informed as stated above and provided an opportunity to negotiate in accordance with the statute and this contract.

SECTION 3. The establishment of normal work hours is the responsibility of the Employer. Except for shift workers, who are responsible for relieving the previous shift, supervisors may

allow unscheduled deviation of 15 minutes to arrival/departure times and beginning/ending of lunch without prior employee request or advanced supervisory approval. The supervisor should consider the employee's circumstances in the liberal application of this policy.

SECTION 4. Should an employee be forced to forfeit his/her non-paid lunch period, he/she will be appropriately compensated in accordance with the Fair Labor Standards Act (FLSA) and applicable regulations.

SECTION 5. The Parties agree that the maintenance of stable work-shifts is in the best interest of the Government. Therefore, it is not the intent of the employer to modify agreed upon work-shifts except for seasonal changes associated with workload, or operations normally conducted 24 hours per day by shift workers without good reason. In the event of any non-routine change in work-shift the Union will be given advance notice and the opportunity to negotiate the impact and implementation of the change.

SECTION 6. The employer and the Union encourage the utilization of car pools. Accordingly, an employee may submit a written request for changes in their scheduled hours of work to allow participation in a car pool. The supervisor will consider the employee's request and provide the employee a written decision within two (02) workdays including the rationale for denial if that is the decision.

SECTION 7. In accordance with applicable regulations, an employee is entitled to night pay differential for regularly scheduled work between the hours of 1800 hours and 0600 hours.

SECTION 8. Unit employees who work a rotating shift may work five (05) consecutive days with two (02) consecutive days off, once in a seven (07) calendar day period. Unless specifically excluded (i.e. compressed or AWSs), all hours worked in excess of eight (08) hours per day/forty (40) hours in a seven (07) consecutive day schedule shall be compensated.

SECTION 9. Except when the head of the activity, or his designee, determines that the activity would be seriously handicapped in carrying out its functions, or that the cost would

be substantially increased, he or she shall provide that assignments to tours of duty are scheduled in advance of the administrative work week over periods of not less than one week. The Union will be provided information copies of the notices. If an emergency situation prevents the advance written notification, the employer will provide the notification no later than one (01) workday following the change. The notice will include the reason for the change and the nature of the emergency, which prevented advance notification.

SECTION 10. Employees, whose work environment necessitate it, will be allowed at least five (05) minutes cleanup time prior to lunch and ten (10) minutes at the end of the shift to cleanup, store tools, and change clothes if necessary.

SECTION 11. Unit employees will be allowed breaks of fifteen (15) minutes during each four (04) hours of scheduled work.

SECTION 12. The hours of the workweek should not be changed to prevent the employer from paying overtime unless the decision is consistent with the provisions of Section 9 above.

SECTION 13. An employee's requests for compensatory time in lieu of paid overtime may be approved at the discretion of the supervisor and in accordance with applicable regulations.

SECTION 14. An employee who performs work on a designated holiday is entitled to basic pay plus premium pay in accordance with applicable regulations.

SECTION 15. A full-time employee who performs work (other than overtime work) during a tour of duty, any part that is performed on a Sunday, the employee is entitled to premium pay for the entire tour, in accordance with applicable regulations.

SECTION 16. When an employee, who is participating in a compressed work schedule, is scheduled for 40 hours or more of training/travel in a pay period, the work schedule for the entire pay period will revert back to a regular 40-hour workweek.

SECTION 17. When a holiday falls on a non-workday outside a full-time employee's basic workweek, the day to be treated as his or her "in lieu of" holiday is determined as follows (NOTE "RDO" means "Regular Day Off" and "H" means "day designated as the in lieu of holiday," Saturday and Sunday are considered as regular days off):

HOLIDAY FALLS ON	DAY BEFORE FIRST RDO	RDO 1	RDO 2	RDO 3	RDO 4	RDO 5	RDO 6	RDO 7	DAY AFTER LAST RDO
ONE DAY OFF									
RDO 1	H	RDO							
TWO CONSECUTIVE DAYS OFF									
RDO 1	H	RDO	RDO						
RDO 2		RDO	RDO						H
THREE CONSECUTIVE DAYS OFF									
RDO 1	H	RDO	RDO	RDO					
RDO 2		RDO	RDO	RDO					H
RDO 3		RDO	RDO	RDO					H
FOUR CONSECUTIVE DAYS OFF									
RDO 1	H	RDO	RDO	RDO	RDO				
RDO 2	H	RDO	RDO	RDO	RDO				
RDO 3		RDO	RDO	RDO	RDO				H
RDO 4		RDO	RDO	RDO	RDO				H
FIVE CONSECUTIVE DAYS OFF									
RDO 1	H	RDO	RDO	RDO	RDO	RDO			
RDO 2	H	RDO	RDO	RDO	RDO	RDO			
RDO 3		RDO	RDO	RDO	RDO	RDO			H
RDO 4		RDO	RDO	RDO	RDO	RDO			H
RDO 5		RDO	RDO	RDO	RDO	RDO			H
SIX CONSECUTIVE DAYS OFF									
RDO 1	H	RDO	RDO	RDO	RDO	RDO	RDO		
RDO 2	H	RDO	RDO	RDO	RDO	RDO	RDO		
RDO 3	H	RDO	RDO	RDO	RDO	RDO	RDO		
RDO 4		RDO	RDO	RDO	RDO	RDO	RDO		H
RDO 5		RDO	RDO	RDO	RDO	RDO	RDO		H
RDO 6		RDO	RDO	RDO	RDO	RDO	RDO		H
SEVEN CONSECUTIVE DAYS OFF									
RDO 1	H	RDO							
RDO 2	H	RDO							
RDO 3	H	RDO							
RDO 4		RDO	H						
RDO 5		RDO	H						
RDO 6		RDO	H						
RDO 7		RDO	H						

Explain chart. For example, if your compressed work schedule has three consecutive days off and the holiday falls on the first regular day off, then your holiday will be the day before your first day off. If your holiday falls on the second or third regular day off, then your holiday will be the day following your days off.

ARTICLE TWENTY-FOUR

OVERTIME

SECTION 1. Employees are to be paid for every hour that they work. If the employees perform work outside their normal tour of duty, he/she will be paid overtime in accordance with this article. Time and one-half will be paid for time worked over forty (40) straight-time hours per workweek, except as modified by compressed work schedules.

SECTION 2. Time and one-half will be paid for time worked over eight (8) straight-time hours per day except as modified by Compressed Work Schedules.

SECTION 3. Employees who work the second and third shift shall receive the appropriate differential provided by law or regulation.

SECTION 4. To ensure equality in the issuing and receiving of overtime the following will be used:

A. Extra work in periods of overtime operations will be equitably (as equally as possible) distributed among the employees who are qualified to perform the work (as determined by the employer):

B. An overtime roster of qualified employees will be developed based on seniority (calculated using service computation dates). Initially, all qualified employees on this overtime roster will be offered overtime work in order of seniority. Subsequent overtime work will be offered in inverse order of accumulated (included offered overtime hours) overtime hours. If mandatory assignment of overtime work becomes necessary, qualified employees will be in inverse order of seniority and/or accumulated overtime hours.

C. In January and July, a copy of the roster reference at paragraph B above will be provided to the Union President/designee.

D. Overtime offered but not worked by an employee for any reason shall be counted as overtime worked for the purpose of developing a roster of overtime distribution.

E. Employees will be notified of overtime as soon as practicable, but not later than the first four hours of the shift preceding the overtime assignment. Exceptions may be made where the nature of the work operations are such that advance notice of the requirement to work overtime cannot reasonably be given. Employees will be allowed reasonable time and use of telephone to adjust their schedule if affected by overtime assignments.

F. Any employee called back to work on an overtime basis shall receive at least two (2) hours overtime compensation.

G. The Employer agrees overtime may be assigned, worked, and paid even though the employee has used scheduled annual leave during the pay period.

H. Consistent with pertinent laws and regulations employees shall have the option of receiving overtime pay or compensatory time for overtime worked

I. Overtime shall not be used as a reward or punishment.

SECTION 5. Employer agrees that Union officials and representatives will not be denied overtime solely because they have used official time during that pay period.

SECTION 6. STANDBY PAY. Unless the employee is officially ordered to be on duty and the employee's activity is restricted to a designated post of duty he is not in a standby duty status.

To avoid confusion - Unless the employer clearly informs the employee that he must alter his off-duty routine to meet the needs of the employer and clearly states "you will be in a pay status" the employee is not in standby status. Appendix I of this contract shall be completed.

ARTICLE TWENTY-FIVE

MAT SINKING UNIT

SECTION 1. The employer agrees that employees required for duty during meal times will be provided a box lunch consisting of at least 2 sandwiches, 2 pieces of fruit, and a dessert (cookies, pie, etc.), and a drink.

SECTION 2. The employer agrees that when the start of a move is planned at the beginning of a meal time or the move is to be completed at the end of a meal time, the hours for serving the affected meal will be adjusted within reasonable limits (up to 1 hour) to accommodate those employees whose duties would preclude their eating during the normally established serving hours. When such adjustments are made, other employees who desire to eat early, or late as the case may be may do so. However, no adjustments will be made solely for the purpose of accommodating employees who leave the quarter boat complex to move their privately owned vehicles (POV) to the next job site.

SECTION 3. Employees, not required for duty on the revetment plant, will be transported to the quarter boat complex for a hot mid-shift meal. When the travel time from the revetment plant to the quarter boat complex is more than fifteen (15) minutes, the employer will assure that the last employee through the serving line will have ample time to eat up to 30 minutes. The employer agrees that when long tows are required (over 15 minutes), employees, who desire it, will have 5 minutes of cleanup time once the labor barge arrives at the quarter boat complex for the mid-shift meal.

SECTION 4. The employer agrees that the following name brands, or brands of equal quality, will be purchased for the consumption of the employees:

Smuckers Jam and Jelly;
Hillshire Smoked Sausage;
Bryans All Beef Hot Dog;
Tennessee Pride Pork Sausage (hot and mild);
Heinz Ketchup;
Le Gout Red Pepper Relish;
Skippy or Jiff Peanut Butter;
Campbells Soups;
Cattleman's Bar-B-Que Sauce;
Louisiana Hot Sauce;

The employer further agrees that all canned goods will be Dole, Libby, or Kraft or brands of equal quality. The employer further agrees that all meat will be USDA Choice or better.

At least twice monthly the employees will be offered an alternative fish in addition to Catfish. True fresh fruit will be offered to the unit employees on the salad bar.

SECTION 5. The Employer recognizes the employee's option of maintaining a POV at the worksite, and that many employees travel to and from the worksite in the same vehicle (car pooling). In the event the vehicle breaks down, the passengers in the disabled vehicle must seek other means of transportation, either private or public, to get back to work as soon as possible. The employer will allow a reasonable amount of time, not to exceed one (01) full day of annual leave, for the passengers to report to work. The amount of time allowed the owner of the vehicle would depend on the situation. In all cases, both the driver and the passengers must make every effort to return to the worksite as soon as possible.

SECTION 6. Embarkation and Disembarkation from Marine Quarters. The employer agrees to furnish gang planks, cut pathways, and cover riprap or other means to permit safe passage before boarding and leaving floating plant.

SECTION 7. The employer agrees whenever practical to place the quartering facilities where they will be accessible to two-wheel drive vehicles. When this is not possible the Employer agrees to ferry employees from a selected landing site that is accessible to two-wheel drive vehicles. In such instances, the schedule for ferry operations will be announced in advance.

SECTION 8. The employer recognizes the need and benefit to keep the morale of the employees high.

SECTION 9. The employer agrees that the mail will be picked up from the post office at each location on a daily basis if the post office is within an hour's drive of the unit and a vehicle and driver can be released to make the trip. When the Employer receives emergency communications for an employee, or notice of the death of one of the employees' family members, the employer shall insure that the employee is immediately notified, even if it means having the message hand delivered to the employee where he works. Such delivery shall be made within one (01) hour provided the employee is either on duty or within the quarter boat complex.

SECTION 10. On all floating plant where personnel are quartered the employer agrees to provide either a satellite dish to enhance TV reception and increase selection of programs available or to provide video tape players and an ample selection of movies for the recreational use of employees.

SECTION 11. The employer agrees to continue to make positive efforts to provide adequate parking near the quarter boat complex for both government and privately owned vehicles. However, employees who choose to have their POV at the worksite must do so at their own risk.

SECTION 12. WASHERS AND DRYERS. The employer agrees to make available washers and dryers, free of charge, to all employees who utilize government quarters.

SECTION 13. The employer agrees that all toilet stalls whether on quarters or floating plants will have doors for privacy. Where stalls currently do not have doors, doors will be installed within one year of the signing of this contract.

SECTION 14. The employer agrees to maintain sunscreen shades for all windows in the monorail cranes, and the consoles on the Mat Sinking plant.

SECTION 15. The employer agrees to provide air conditioners for the monorail cranes and the "consoles." The employer agrees to ensure that these air conditioners remain in working condition thru out the season. All operators will be given the opportunity to provide input into the selection of new chairs and the need for replacement chairs.

SECTION 16. The employer agrees to permit immediate family members of employees to visit on the unit where employees are quartered between 0600 and 1900 hours. There will be no deviation from the established visiting hours, unless the Chief or Acting Chief of the unit specifically approves an extension. Visitors may enter the employee's stateroom, lounges, or galleys as long as the visitors do not intrude on the other employees' privacy or interfere with the performance of duties. All visitors must register at the guard post and report to the Administration Office until the responsible employee picks them up. While aboard Government Floating plant, the employee's visitors will be his/her responsibility.

SECTION 17. The employer agrees that windows on the quarter boat will not be painted for towing purposes. The employer agrees that windows, which have been painted, will have the paint removed.

SECTION 18. The employer agrees to take positive steps to protect private property on units where employees are quartered including but not limited to providing lockers for each employee in their quarters and having security patrol/ fire watch make rounds through the quarter boat complex.

SECTION 19. In the course of performing their normally assigned work, employees will be alert to observe unsafe practices and conditions. If an unsafe condition is observed, the employee is encouraged to report it to his supervisor. Reprisal action against employees will not be taken for reporting of alleged unsafe conditions.

When an employee believes the directed work is unsafe or unhealthy beyond normal hazards inherent in the operation in question, the matter should be referred to the supervisor. The supervisor will make an evaluation of the working conditions and direct that the work either be continued or stopped. If the employee is directed to continue and still believes the work is

unsafe, the matter will be elevated to second level of supervision. A decision by the second level supervisor will be provided to the employee in writing with the supervisor assuming all responsibility for actions resulting from the decision.

In the event the decision of the employer does not satisfactorily resolve the problem the work will continue and, the employee or the Union may appeal such decision through the grievance procedure contained in this contract.

SECTION 20. The employer agrees to make available a speedboat, ambulance, and truck driver around the clock for emergency use to transport ill or injured to the nearest medical facility and to obtain air transportation if necessary. The Employer agrees that the ambulance and truck driver will stay in the vicinity of the unit while in tow. The employer shall provide the employees, in cases of emergency, transportation to the nearest operational public transportation (bus, train, or airport).

SECTION 21. Identification badges - ID badges will be required to gain entry on the Mat Sinking Unit. If an employee loses his/her badge, the employee must present driver's license or two (02) other employees who will witness that the employee is a Mat Sinking Unit Employee. Employer will furnish a second badge if necessary.

SECTION 22. The Employer will furnish the employees with a toll free phone number to the Vicksburg District Switchboard and the District Radio Room.

SECTION 23. The Employer agrees to abide by Government-wide regulations for firefighters. Firefighters may be required to participate in physical fitness training as prescribed by laws and regulations. Firefighters may be required to pass an annual physical fitness test as prescribed by Government-wide laws and regulations. Firefighters will be allowed a rest break and clean up time following a firefighting incident or drill. (At least once per month a fire drill, man overboard drills, or muster will be conducted with the union having an observer present.) Employees that are not on duty will be given a minimum of two (2) hours duty time during such drills.

SECTION 24. The Employer agrees to provide employees with the necessary safety equipment and protective clothing at the beginning of the season, in accordance with Article 26 Section 11 of this agreement. It is recognized that cross training is mutually beneficial to the Employer, Employees, and Union. When such cross training is accomplished, employees will be given safety instructions on new activities being undertaken.

SECTION 25. Quarters furnished employees will be dormitory type accommodations normally for three (3) employees per room. If more than three (3) employees are assigned to a room, the room shall accommodate them adequately. Quarters furnished will have adequate and properly working heat, air conditioning, lights, ventilation, and sanitary accommodations. Lounges will be provided for employees and shall have comfortable chairs and tables. Designated lounges will have a properly working color television and videocassette recorder. At least one locker with sufficient space to stow a reasonable amount of gear will be furnished each employee within his own room. A chair which is comfortable and in good condition and a waste paper basket will be placed in each dorm room. Employees will be allowed to decorate their dorm rooms in a manner that is not offensive to others in the room provided such decoration is not permanent in nature and does not damage walls or furnishings. Every bunk in a dorm room will be furnished with a bunk light.

SECTION 26. Mattresses and pillows will be furnished. Each employee will be furnished a blanket (a second blanket will be provided if requested), two (2) sheets, one (1) pillow case, two (2) terry wash cloths, two (2) terry hand towels, and two (2) terry bath towels.

SECTION 27. The Employer agrees to entertain employee's request for initial and change in room assignments. Reasonable attempts to accommodate the employee's request will be made considering employee's appointment.

SECTION 28. The Employer will keep all quarters assigned for the use of personnel free from vermin and pest. The Employer will clean all lounges, hallways, bathrooms, and stairways daily. High quality cleaning equipment and supplies will be made readily available to employees for the purpose of cleaning their own dorm room, e.g., mops, brooms, dust pans, duster/fox tail, cleaners. The Employer will clean dorm rooms daily. All soiled towels

furnished by the Employer to the employees may be changed for clean ones daily. Sheets and pillowslips will be changed at least once every seven days, unless it becomes necessary to change them more often. An employee may request the issuing of additional laundry supplies (sheets, towels, etc.) when there is cause for such a request. An adequate amount of bath/face soap (Zest, Dove, or equal), liquid hand (Soft Soap, Liquid Dial, or equal), laundry (Tide, Surf or equal) soaps will be furnished by the Employer to employees at no charge to the employees. The employer will furnish, at no cost to the employees, over-the-counter parasiticide for clothing and bedding.

SECTION 29. During ship-up, quarters are to be inspected for cleanliness. A union representative, the President or his designee, will accompany the inspector. The Union will be given advance notice of the time and place of the inspection.

SECTION 30. A community telephone for use by unit employees during lay-up season will be permanently installed on the break room wall. This phone will be placed in the break room for the convenience of the employees to make/receive personal calls.

SECTION 31. Meals will be prepared according to menus based on the Department of the Army's regulations and bulletins. The menu listed will be modified to satisfy the reasonable food preferences of the employees. Suggested menu modifications by the union representatives or individual employees will be accepted whenever possible. The menu will provide a variety of wholesome, nourishing meals in adequate quantities to afford employees "seconds" if requested. Seconds will be allowed if requested and available on an as requested (first-come-first serve). Seconds will not be available until all employees who have a desire to eat have an opportunity to do so. Preparation and serving operations will be carried out under sanitary conditions and in accordance with health and sanitation recommendation of the United States Public Health Service and applicable state and local regulations (EM 385-1-1). Preparation and serving operations should result in the most palatable and attractive meals practicable. The quality and palatability of meals served in various mess facilities within the Vicksburg District shall be equal. The Employer will adjust raw ration allowance as necessary to maintain the quality of meals. The daily menus shall provide at least the minimum daily requirements of protein, fat, carbohydrates, vitamins and mineral established

by the United States Recommended Daily Allowance. Condiments, including ketchup, sugar, salt, pepper, lemon juice, pepper sauce, and Tabasco sauce, will be available at every meal. Where separate messes are provided, the menus and amenities will be the same. Approved visitors desiring to eat will eat the same meals (at their expense), in the same mess, at the same time as the employees, whenever possible. Fresh milk, coffee, Kool aide, lemon aide, fruit juice (i.e., orange, apple, prune, grape), and iced tea are available, and will be provided at appropriate meals in reasonable amounts. Coffee and other drinks and snack foods will be provided after the evening meal whenever possible to do so within the target allowance.

SECTION 32. All MSU personnel who are actively involved in the preparation or serving of food will be properly dressed in compliance with the health and sanitation recommendations of the United States Public Health Service and applicable state and local regulations.

SECTION 33. The Union office will be provided access to a fax machine on the MSU. Serviceable and modern equipment will be provided the MSU Union office in accordance with Article 10, Section 1.

SECTION 34. Due to the fact that many employees are required to take medicine that must remain chilled, a small properly operating refrigerator shall be left in the safety office on the mooring barge, for medical storage only.

SECTION 35. Due to the nature of work on the Mat Sinking Unit any employee may request and receive a tetanus shot prescribed under the direction of a licensed medial practitioner who is authorized to administer tetanus shots or when an on the job injury requires one.

SECTION 36. Due to the type of work that the employees perform and the uniqueness of the MSU working conditions and locations, a properly maintained and operational Basic Life support ambulance must be readily available as long as the unit is out. This emergency vehicle must be properly stocked with working equipment, including, but not limited to, oxygen and personnel. The equipment and sanitation requirements shall meet those set by

Mississippi Department of Health, Revised 12-18-98, Form No. 386 (or its current equivalent). These requirements include the emergency vehicle for picking up, transporting, delivering injured persons, and care.

SECTION 37. The employer will provide medical assistance coverage during sinking and towing operations, to include the dead weekend when the maintenance crew is working on repairs. A first aid attendant shall be on duty in first aid stations at all hours when work is in progress (except when on emergency calls). The contents of first aid kits shall be checked by the employer prior to their utilization and at least weekly when work is in progress to ensure that expended and outdated items are replaced.

Any employee who is interested in volunteering to receive first aid, CPR, and Automatic External Defibrillator training will be provided such training.

Medical personnel shall meet 29 CFR 1926.50, 29 CFR 1926.23, and other applicable DoD and OSHA requirements.

The employer agrees that personnel providing medical attention will meet regulatory qualifications, and any certifications required by Government-wide regulations.

ARTICLE TWENTY-SIX

OCCUPATIONAL SAFETY AND HEALTH

SECTION 1. GENERAL

A. It will be the responsibility of the Employer to maintain an occupational safety and health program in accordance with the appropriate Code of Federal Regulations, Occupational Safety and Health Act, Engineer Manual 385-1-1, and this Contract.

B. The Employer is responsible for providing a safe and healthful workplace. The Employer and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries, and health hazards in all area under the Employer's control.

C. Employees will comply with occupational safety and health standards, orders and regulations applicable to their positions.

SECTION 2. OCCUPATIONAL SAFETY AND HEALTH COMMITTEES

A. The Parties shall maintain occupational safety and health committees at its Headquarters and at all area and project offices, which will include Union representatives as members.

B. When coverage of the Headquarters level committee includes employees exclusively represented by AFGE, the committee will be composed of an equal number of AFGE designated and Management designated members. The chairperson will be elected by the committee and will serve for at least one year. No one person shall serve as chairperson for neither more than two consecutive years, nor will Management or the Union occupy the Chairperson position for two consecutive years.

C. Committees will meet at least quarterly. However, Management agrees to conduct general safety meetings with all employees at least monthly and more often if circumstances warrant.

D. Written minutes of each meeting will be maintained and distributed to each committee member and at least one copy will be posted at all job sites within the office's area of responsibility.

E. In accordance with applicable laws, the Employer will make available to the committee existing agency information relevant and necessary to the duties of the committee. Examples of such information include the Employer's safety and health policies and program, accident, injury, and illness data, epidemiological data, material safety data sheets, inspection reports, abatement plans, fire drills data sheets, hazardous weather and material data sheets, and internal and external evaluation reports.

F. Duties of the committees will include:

1. Monitor and assist the safety and health program at offices under its jurisdiction and make recommendations to the official in charge of the office; and elevate to higher levels safety issues needing further attention, if appropriate.

2. Monitor findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented;

3. Participate in quarterly inspections of the activities under the office's area of responsibility;

4. Monitor plans for abating safety and health hazards;

5. Review responses to reports concerned with allegations of hazardous conditions, alleged safety and health program deficiencies, and allegations of discrimination due to participation in the OSHA program. If a member of record on the committee is not substantially satisfied with the response, he/she may report his/her dissatisfaction to the Occupational Safety and Health Administration (OSHA), and/or request an appropriate investigation by OSHA;

6. Review procedures for handling safety and health suggestions and recommendations from employees.

SECTION 3. DESIGNATION OF RESPONSIBLE EMPLOYER OFFICIALS

The Employer agrees to post at each office a poster in accordance with OSHA regulations. Among other information, the poster will list the name and phone number of the designated Management and Union individuals to contact for safety and health matters.

SECTION 4. ABATEMENT OF UNSAFE AND UNHEALTHFUL WORKING CONDITIONS

A. The Employer will abate unsafe or unhealthy working conditions.

B. When hazard cannot be abated without assistance of another Federal agency, the Employer will contact and work with that agency concerning abatement.

C. Whenever the Employer cannot abate such conditions within thirty (30) calendar days, it will develop an abatement plan, including a proposed timetable for the abatement, and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions. Employees exposed to the conditions will be informed of the provisions of the plan and actions taken to prevent their exposure to the conditions.

SECTION 5. IMMINENT DANGER AND IMMINENT RISK SITUATIONS

A. Employees will report suspected unsafe or unhealthy working conditions which may cause death, injury, occupational illness, loss of a faculty, or major property damage, to their supervisor and the Union representative.

B. If an employee reports unsafe or unhealthy working conditions through the normal reporting procedure and the Employer determines that imminent danger exists, the Employer will undertake immediate abatement and withdrawal of exposed employees who are not necessary for abatement. Employees not needed for abatement will follow instructions given them.

C. If an employee reasonably believes that he/she is being exposed to a health or safety hazard presenting an imminent risk of death or serious bodily harm and he/she reasonably believes that there is insufficient time to seek effective redress through the normal hazard reporting procedure for imminent danger situations, then the employee may cease work and leave the area without charge to leave, provided that he/she immediately reports the situation to the nearest supervisor and follows the instructions given.

D. When the Employer determines that a serious hazard exists at a workplace, actions will be taken to prevent employee exposure to the hazard, precautionary signs or notices will be posted and the Union President/designee will be notified. The notice shall be posted at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful working condition and any required precautions to the full extent required by applicable regulations.

SECTION 6. SAFETY TRAINING

A. The Employer will provide employees with appropriate orientation and/or training to perform their jobs safely. Such training shall include instructions in proper work methods to be used and proper use of required personal protective equipment.

B. Consistent with this Contract the Employer shall provide appropriate safety and health training for Union and Management members of occupational safety and health committees and other unit employees as necessary.

C. Whenever employees are required to perform duties, which involve real or potential hazards, the Employer will provide adequate training to said employee. An employee will not be required to work on a job or machine with which he/she is unfamiliar until the Employer has provided adequate training and instructions to safely perform the job. Such training shall include instruction in operation of equipment and, proper work methods to be used. All crewmembers will be trained to stop equipment if the operator becomes disabled.

SECTION 7. EMERGENCY TREATMENT

The Employer and the Union recognize the need for prompt emergency treatment for employees injured on the job. Emergency treatment will be provided through:

- A. First aid treatment,
- B. On-site medical facilities, and/or

C. Transportation to and from the closest appropriate off-site medical facility.

D. The employee reserves the right to proceed directly to his/her personal physician or medical facility of his/her choice.

E. Any expenses incurred by the employee will be reimbursed in accordance with applicable OWCP regulations.

SECTION 8. SAFETY INSPECTIONS

A. Union members of safety committees shall participate in the committees' inspection of the workplace. Inspection will be conducted during the normal duty hours of the employees.

B. In response to employee reports of unsafe or unhealthful conditions, the Employer shall require inspections within twenty-four (24) hours for imminent dangers, three (3) working days for potentially serious conditions and twenty (20) working days for other conditions. Employees making these reports may request anonymity. The Union President/designee will be advised of any of the aforementioned inspections. Union Representatives participating will be on official time during these inspections.

SECTION 9. TEMPERATURE CONDITIONS

The Parties recognize that temperature conditions in and around work areas can have a direct bearing on employees' comfort, morale, health, and safety. In determining the stress that temperature extremes may place upon an individual employee, the personal comfort and health of the employee will be taken into consideration as well as related factors such as wind, chill factor, air flow, heat index, the work to be performed, and similar considerations. Indoor workplaces will be maintained at temperature levels appropriate to the nature of the workplace and the type of work being performed in accordance with the appropriate Code of Federal Regulation.

SECTION 10. REPORTING UNSAFE CONDITIONS

The Employer agrees that it is an employee's right and that it is appropriate and expected that employees will report unsafe or unhealthful working conditions. The Union and unit employees will participate in the Employer's occupational safety and health program activities.

The parties agrees that oral reports of alleged hazards from an employee to a supervisor are the most prompt method of identifying hazards and agree to encourage the use of such oral reports and their informal resolution. However, written reports will be accepted and acted upon in an appropriate manner.

SECTION 11. PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

A. The Employer, in accordance with the appropriate part of 29 CFR, and other applicable directives; e.g., OSHA and the USACE Engineer Manual 385-1-1, Safety and Health Requirements Manual, will provide at no cost to the employee standard approved safety equipment, approved personal protective equipment, and other devices necessary to provide protection of employees from hazardous conditions encountered during performance of official duties. An employee may be required to pay the difference in cost between standard and premium grade equipment requested by the employee.

B. Protective devices may include, but are not limited to, safety glasses (both prescription and non-prescription), safety-toed shoes/boots, earplugs/muffs, dust masks, safety aprons, foul weather clothing and protective gloves. Protective devices do not include such items normally provided by employees as a part of the requirement of doing their jobs. Employees will use safety equipment, personal protective equipment, and other devices and procedures provided or directed by the Employer as necessary for their protection.

Employees who fail to use prescribed safety equipment and/or protective devices may be subject to disciplinary action. Employees who have a demonstrated need shall be authorized a second pair of leather safety boots/shoes. An example of a demonstrated need is working in a hot confined space while wearing protective equipment that leads to profuse perspiration. Those employees who only occasionally encounter these condition will not be authorized the additional pair of safety boots/shoes. Replacements will be provided to unit employees when needed. Permanent or year-round seasonal employees can select their work boots from the Iron Age shoe truck (where available), local merchants, or through mail order methods offered by national retailers. Where practicable, employees shall have the right to

try the boots on prior to purchase to ensure that they fit properly. If an employee is required to work in muddy/wet conditions, they will be issued a pair of industry standard OSHA-approved safety rubber boots in addition to the leather boots.

SECTION 12. WORK IN CONFINED SPACES OR REMOTE AREAS

A. When an employee is required to work in confined spaces, as defined in OSHA 29 CFR 1910.146 and ANSI Z117.1-1995, which present a known hazard likely to cause imminent serious physical harm, the Employer will ensure that an approved confined space entry plan is in place and is adhered to by all employees involved in the work. The following definitions apply to confined spaces:

1. **CONFINED SPACE:** An enclosed area that is large enough and so configured that an employee can bodily enter and has the following characteristics:

- Its primary function is something other than human occupancy.
- Has restricted entry and exit.
- May contain potential or known hazards.

2. **NON-PERMIT CONFINED SPACE:** A space, which, by configuration, meets the definition of a confined space but which after evaluation is found to have little potential for generation of hazards or has the hazards eliminated by engineering controls.

3. **PERMIT REQUIRED CONFINED SPACE:** A confined space which after evaluation has actual or potential hazards which have been determined to require a written authorization for entry.

B. When employees are required to work alone in remote areas, periodic contact will be made by supervisors, security, or others to check on employees well being.

C. When work is required to be performed in areas where flammable vapors exist, all such areas will be maintained so that vapor levels remain within acceptable safety parameters as determined by OSHA safety standards and EM 385-1-1.

D. The Employer will ensure that any and all employees who work in conditions that qualify them for extra pay will be paid in accordance with 5 CFR Part 532, Subpart E, Appendix A. Parts 1 and 2.

SECTION 13. REPAIRS AND ADJUSTMENTS TO OPERATING EQUIPMENT

The employer agrees to consider employee qualifications when determining who will repair or adjust moving or operating machinery, and further agrees that employees will not be required to perform tasks that pose an imminent danger or threat to the safety or health of themselves or other employees, unless such hazards are inherent in their position, such as firefighters or security personnel.

SECTION 14. EMPLOYER SAFETY AND HEALTH RECORDS

The Employer agrees to compile and maintain records required by the Occupational Safety and Health Act and provide copies of periodic reports to the Union

SECTION 15. ON THE JOB INJURY, ILLNESS OR DEATH

In the event of an on-the-job death, serious job-related illness, or injury, the Employer will promptly notify the Union of the name of the employee involved. A report of the incident will be provided to the Union within 5 work days following the date of the incident. A designated Union representative will be authorized to participate on any investigation team that is formed or in any investigation that is conducted. In the event of an on-the-job injury or occupationally related illness, the supervisor will provide the injured employee either a CA-1 or CA-2, whichever is appropriate. The Supervisor, or a Union official (if requested), will assist the employee in completing appropriate worker's compensation forms.

SECTION 16. PHYSICAL EXAMINATIONS

A. The employee will be provided a physical examination as may be required by OSHA standards. The results of the examination will be treated in accordance with the privacy act, and the results of the examination will be explained to the employee. If the employee disagrees with the result, he/she may get a second opinion from a physician/medical clinic of their choice.

B. If an employee is required to take any physical examination, the employee will be provided, in writing, the purpose of the examination and on what basis or authority the examination is required, and a memorandum explaining the employee's right to a second opinion of the results.

C. Permanent (career/career-conditional) employees who are under a medical surveillance program may use a physician of their choice instead of the agency designated physician, provided the surveillance program medical evaluations tests and examinations required are performed within the surveillance program schedule and the cost does not exceed that which the agency would incur otherwise. The employee will be informed of what the reasonable and customary costs for the required medical evaluations, tests, and examinations are in that duty location. Should the employee's physician of choice charge more than the indicated reasonable and customary costs the employee shall be responsible for the additional costs.

SECTION 17. HAZARDOUS DUTY PAY

A. It is the Employer's policy to eliminate or minimize hazards and physical hardships in the workplace. When such situations cannot be practically eliminated, appropriate environmental differentials will be paid to employees exposed to such situations as provided by 5 CFR Part 532, Subpart E, Appendix A.

B. The Employer recognizes that certain normal job requirements may also be considered hazardous and result in the requirement for environmental differential pay in accordance with the appropriate CFR.

C. When the Union believes that a local work situation warrants coverage under payable categories of the CFR, it will notify the Employer of the title, location, and the nature of the hazard to justify payment of environmental differential. If it is determined that the work situation falls under the cited CFR, the employee will be paid, including back pay, in accordance with the CFR.

D. When the Employer determines or proposes that a local work situation is such that it should be included or excluded from coverage under payable categories as defined by the CFR, it will notify the Union of the title, location and nature of the hazard and will provide in writing the reason for any denial of payment of environmental differential. The Union may investigate the proposal or determination, and rebut the employer's findings. If the Employer and the Union cannot resolve the issue Union will request expedited arbitration in accordance with procedures contained in this contract.

SECTION 18. VIDEO DISPLAY TERMINALS (VDT)

A. Employees whose work requires at least 50 percent of their time at a video terminal, and who may suspect that an adverse health effect is caused by use of a video display terminal or microfiche reader, may make a report of the alleged unhealthful condition through the Employer's system for employees to report unsafe or unhealthful working conditions. The Employer agrees to review factors associated with the video display terminal or microfiche reader which are related to the adverse health effect and take corrective action where warranted.

B. The Employer further agrees to utilize available corrective measures to reduce the effect of the adverse factor by improving ergonomic conditions in the work place, such as, but not limited to:

1. Alternative work/rest periods of 10 minutes for each hour worked on the machine;

2. Providing a chair that adjusts to different body dimensions;

3. Providing a "hood" for the screen or "tinted flo-tube sleeves" for light fixtures to avoid glare;

4. Allowing ample legroom with space for the operator to elevate feet slightly, if desired;

5. Indirect lighting for best screen illumination and glare;

6. Provide adjustable wrist rests, copy holders, monitor stands, system stands, and keyboard drawers to help prevent carpal tunnel syndrome, if requested; and

C. Employees who believe they are suffering adverse health effects resulting from continued use of keyboards and video display terminals may seek remedy under OWCP procedures.

SECTION 19. SMOKING

In implementing and enforcing a smoking policy, employees will be provided a smoke-free environment in the work place.

SECTION 20. AIDS IN THE WORK PLACE

A. Employees are encouraged to contact the Civilian Program Administrator of the Employees Assistance Program if they have personal concerns about AIDS and its related conditions or to obtain further information. Employees with AIDS or any of its related conditions may contact the Program Administrator to discuss their concerns or to seek referral to professionally trained counselors.

B. Under normal District working conditions, employees have no basis upon which to refuse to work with an AIDS-infected person.

C. Employees who are found to have refused to work with, harassed, intimidated, or in any other manner discriminated against AIDS-infected persons may be subject to discipline.

D. The Employer agrees to hold annual employee training, for target areas of the work force, concerning AIDS' causes, effects in the workplace and prevention including breakthroughs in medical research as they develop.

SECTION 21. OFFICIAL TIME

The participation of Union representatives under this Article shall be on official time.

SECTION 22. HAZARDOUS MATERIAL/WASTE NOTICES POSTING

Any work area where Hazardous Material/Waste are commonly used or stored will be so identified with a posting at all entrances and exits in accordance with established standards.

SECTION 23. INCLEMENT WEATHER

A. When there are warnings or indications of impending severe weather (heavy rains, strong winds, tornados, hurricanes, floods, etc.), weather conditions shall be monitored and appropriate precautions taken to protect personnel and property from the effects of the severe weather. In the event that employees cannot report to work because of weather conditions such as ice or snow, the Project Manager or other responsible official on site (field office locations), after consultation with the appropriate Division Chief in Vicksburg, will have the authority to close the office except for essential personnel and to arrange transportation for personnel deemed to be essential.

B. In hot environments, drinking water shall be made available to workers and workers shall be encouraged to frequently drink small amounts. The water shall be kept reasonably cool.

C. In those situations where heat stress may impact worker safety and health, supervisors will closely monitor the work force for indications of heat related adverse effects and, if necessary, increase the frequency of rest breaks and provide additional liquids.

D. When fine work is required to be performed with bare hands for more than 10-20 minutes in an environment below 50 degrees F, provisions will be established for keeping the workers hands warm.

E. Metal handles of tools and control bars shall be covered by thermal insulating material at temperatures below 30 degrees F.

F. Workers will be excused from work in cold (30 degrees F or below) if they are suffering from diseases or taking medication which interferes with normal body temperature regulation or reduces tolerance to work in cold environments. If the supervisors cannot utilize the employee for other work, the employee will be placed in an appropriate leave status.

SECTION 24. EVACUATIONS DURING EMERGENCIES

District Pamphlet No. 385-2-10, Occupant Protection Plan (<https://inet.mvk.usace.army.mil/Offices/im/private/cis/publications/mvkpamp/dpp385-2-10.pdf>), designates meeting places for employees to assemble and stay during emergencies and drills. The Employer agrees to instruct employees in reporting and evacuation procedures outlined in the Occupant Protection Plan. This will include identification of monitors who wear hard hats and red emergency jackets. Any employee who is out of their office at the time of the emergency situation or drill should follow the instructions of the monitor assigned to that location. At each designated area a roster of employees will be prepared.

ARTICLE TWENTY-SEVEN
PERFORMANCE APPRAISAL

SECTION 1. The performance appraisal system is designed to be an employment agreement between the employee and the supervisor. The employer agrees to maintain a performance appraisal system, which is fair, objective, and job-related. The standards developed by the Employer will be the method used to inform the employee as to what constitutes acceptable performance and what performance will be considered to exceed or conversely, fail to meet acceptable standards.

SECTION 2. The employer has the right to establish critical elements and performance standards. Employees will be given a copy of the performance plan for their position upon entering this system, or when changing positions, or when a critical element or performance standard is changed. The supervisor will take the time to explain the significance of each employee's performance plan, including an explanation of the performance standards and critical elements. The supervisor will inform the employee of the basis of his current rating and of expectations that would correspond to the various ratings so that the employee will have an understanding of how he can achieve an exceptional rating. The employee may request, and shall receive this information, in writing.

SECTION 3. The employee in consultation with the supervisor will complete the Individual Development Plan (IDP) at each appraisal outlining the employees' short- and long-range goals in the organization. After this discussion the supervisor will sign the form and a copy will be furnished to the employee. The supervisor's signature on the IDP will be a commitment to implement the plan so far as it is within his control to do so.

SECTION 4. The rating period will normally be a period of one year in length. Employees will be given a performance review at least semi-annually. Additional reviews will be given, as the supervisor deems appropriate. During these reviews, the

supervisor will discuss the employee's performance. Unless otherwise noted in these reviews the employee's performance will be assumed to be at least fully successful. The supervisor will sign/initial the form utilized for mid-point reviews and provide a copy to the employee. The employee shall retain the right to either sign or not sign his/her appraisal forms. The employee will be allowed to state, in writing, any and all objections to his/her rating. The employee's signature on an evaluation form does not signify agreement with the supervisor's comments but only reflects receipt of the form. Completion of duties outside the individual's position description or under a different supervisor for a period of one hundred twenty (120) calendar days or more requires a special rating for that employee for the time period.

SECTION 5. Tips for Meaningful Performance Counseling Sessions:

Performance counseling is about communicating expectations, developing and mentoring, reinforcing good performance, and correcting problems. There are many reasons to conduct performance counseling:

- Building a better understanding between employees and supervisors
- To clarify mutual expectations for performance and accomplishments
- Accomplishments are in accordance with the organization's mission, goals, and objectives (METL)
- Develop focused and satisfied employees
- Enhance communication
- Avoid unexpected performance evaluations

Performance counseling is an ongoing process throughout the rating cycle. It is important to recognize that counseling should happen more than just at the beginning and end of the rating cycle. Although there is a regulatory requirement to counsel at the midpoint of the annual performance rating cycle, counseling should also take place:

- When performance is particularly positive or negative
- When changes are required to the performance objectives due to changes in the employee's work assignment
- When the supervisor or employee feels the need

Employees should be encouraged to participate in the development of their work plan. Performance counseling is a shared effort. The employer will assist employees in identifying strengths and weaknesses, and creating plans of action that supports the employee throughout the plan implementation and assessment. All parties must be forthright in their commitment to improvement and candid in their assessment and goal setting. The more the employee participates, the more satisfied he/she is likely to be with the counseling session. Successful counseling requires preparation by employees and supervisors.

Suggested tips for supervisory preparation:

- Select a suitable place
- Schedule the time
- Notify the employee well in advance
- Review the organization objectives
- Review job description
- Review performance elements and their standards

- Review the employee's accomplishments
- Be as clear as possible about what is said
- Listen carefully to what the employee says
- Talk as often as needed to be sure both understand
- Tell the employee what the work unit is doing
- Tell the employee what is expected of him/her
- Hear what the employee would like to accomplish now and in the future
- Hear how the employee thinks the job could be done better and what help or training the employee thinks is needed
- Explain what DA, Corps of Engineers and MVK values mean and what types of action show support of those values
- Learn what the values mean to the employee and what types of actions he/she believes show support

Suggested Tips for employee preparation:

- Walk into the session having thought about the review period.

- Focus on the key issue - performance improvement, and examine performance in an objective way.

- Familiarize yourself with your job descriptions, job responsibilities, and job performance expectations

- Prepare by reviewing work beforehand; identify any barriers faced in doing your job

- Be prepared to present noteworthy accomplishments during the rating period

- Be prepared to ask questions to clarify performance expectations; e.g., what is expected of me to get a higher rating next period.

Remember, good performance counseling is a shared responsibility.

SECTION 6. After completion of the rating period, a performance rating will be completed, reviewed and issued to the employee within forty-five (45) calendar days. A form will only be considered to be complete when some type of entry is placed in the IDP section. A justification for a rating other than fully successful must be documented on the form and made a part of the employee's performance appraisal file. Samples of completed performance appraisals for the Basic and Senior Systems are at Appendix M.

SECTION 7. At any time a supervisor determines an employee is not performing at an acceptable level in one or more critical elements, the supervisor will develop a performance to improve plan (PIP). The purpose is to assist the employee in bring performance up to an acceptable level. If at any time during the rating period a Ratee, who has completed the probationary period, fails to meet a responsibility or objective, the Rater must provide the Ratee with a PIP before initiating a Chapter 432 performance based action. A PIP should provide written information to the Ratee on specific deficiencies, necessary improvements, and establish a reasonable time frame in which the Ratee must improve before corrective action is initiated. PIP notices should also define assistance to be provided to help the Ratee meet expectations (e.g., formal training, on the job training, coaching, counseling and closer supervision, etc.). Ratees who fail to improve, or who improve but fail to sustain the improvement for at least a year from the beginning of the PIP, may be reassigned, reduced in grade, or removed.

SECTION 8. An employee under the General Schedule or the Wage System is entitled to a higher step/rate and shall be advanced to such step/rate at the beginning of the first applicable pay period following completion of the time in grade requirement, provided the employee has not received an equivalent increase during the waiting period, and has received at least an acceptable performance rating on his performance appraisal.

The waiting period for step increases for wage grade employees are as follows:

STEPS 1 to 2	-	26 weeks
STEPS 2 to 3	-	78 weeks
STEPS 3 to 4	-	104 weeks
STEPS 4 to 5	-	104 weeks

The waiting period for step increases for General Schedule employees are as follows:

STEPS 1 to 2	-	52 weeks
STEPS 2 to 3	-	52 weeks
STEPS 3 to 4	-	52 weeks
STEPS 4 to 5	-	104 weeks
STEPS 5 to 6	-	104 weeks
STEPS 6 to 7	-	104 weeks
STEPS 7 to 8	-	156 weeks
STEPS 8 to 9	-	156 weeks
STEPS 9 to 10	-	156 weeks

SECTION 9. If a within-grade increase is denied, the supervisor must have met the requirements of Section 5 above by no later than the date the employee became eligible for the increase. Any delay in determination must be in accordance with the Code of Federal Regulations.

SECTION 10. The annual overall performance rating will be kept on file only for the period specified by Office of Personnel Management Regulations. Any materials relied upon to make the interim or final appraisal will be given to the employee after

the annual rating is completed. In the event the rating is appealed and the employee elects representation, materials relied upon in making the appraisal will be furnished to the representative by the employer, upon request.

SECTION 11. Management agrees to make training available on the Total Army Performance Evaluation System to all supervisors and employees on a recurring basis, as needed.

ARTICLE TWENTY-EIGHT

EMPLOYEE TRAVEL

SECTION 1. PER DIEM. Although the employer has the right to assign work, all assignments that require travel will be in accordance with applicable higher authority regulations, including the Joint Travel Regulations, and this contract.

SECTION 2. The employer and the union recognize the nature of the mission of the Employer require employees to travel away from their official duty station.

SECTION 3. The employer shall give the employees as much notice as possible, normally not less than ten (10) workdays, when they are selected for assignments involving travel. Travel advances shall be requested and approved on a timely basis before departure if the employee is not eligible for a Government credit card. If possible, the employee will have the following prior to beginning travel. However, the employer may require travel even when some or all of the information is not available prior to beginning travel in accordance with 5 U.S.C. 7106(a)(2)(B):

A. Travel orders, or authorization of the travel-approving official.

B. Travel advances, if appropriate.

C. Information about TDY location, lodging in the area, and assignment.

D. The name of the person(s) they will be working for and whom they are to report to, if applicable.

E. Information or any restriction on his travel to be annotated in the remarks section of the order.

SECTION 4. TRAVEL AS HOURS OF WORK. If administratively controllable and/or unless mission requirement dictate otherwise, travel will be scheduled during an employee's basic workweek. It is recognized that situations will develop when the employee will be required to travel away from his/her official duty station outside his/her regularly scheduled work hours. Travel shall constitute hours of employment (hours of work) where such travel is performed under one of the following conditions:

NON-EXEMPT EMPLOYEES

1. Time spent traveling shall be considered hours of work if:

a. An employee is required to travel during regular working hours;

b. An employee is required to drive a vehicle or perform other work while traveling;

c. An employee is required to travel as a passenger on a one-day assignment away from the official duty station; or

d. An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on non-workdays that correspond to the employee's regular working hours.

2. An employee who travels from home before the regular workday begins and returns home at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work. When an employee travels directly from home to a temporary duty location outside the limits of his or her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from hours of work as specified in paragraphs 1.b and 1.c (as above) of this Section.

3. An employee who is offered one mode of transportation, and who is permitted to use an alternative mode of transportation, or an employee who travels at a time other than that selected by the agency, shall be credited with the lesser of:

a. The actual travel time which is hours of work under this Section; or

b. The estimated travel time which would have been considered hours of work under this Section had the employee used the mode of transportation offered by the agency, or traveled at the time selected by the agency.

EXEMPT EMPLOYEE

Time spent traveling shall be considered hours of work if:

1. It is within his regularly scheduled administrative workweek, including regular overtime work; or
2. The travel:
 - a. Involves the performance of actual work while traveling;
 - b. Is incident to travel that involves the performance of work while traveling;
 - c. Is carried out under such arduous and unusual conditions that the travel is inseparable from work; or
 - d. Results from an event which could not be scheduled or controlled administratively, including travel by an employee to such an event and the return of the employee to his or her official duty station.

SECTION 5. When it is within the administrative control of the employer, employees shall receive their travel orders and information sheet on arrangements if appropriate, for quarters and transportation sufficiently in advance to ensure the necessary arrangements for obtaining tickets and travel allowance, if appropriate, can be accomplished during work hours prior to departure. When a travel advance is authorized travel advances will not normally be made for less than \$100.00 (one hundred dollars).

SECTION 6. Should the employee, upon arrival, find that the facilities and quarters are not adequate under applicable law, Joint Travel Regulations, or the provisions of this contract, they may immediately seek lodging at an adequate facility. An adequate facility must have, but is not limited to, the following:

- A. A private room that is clean with clean and usable bed(s), linens, and restroom(s); space for storage of clothing; and window(s) with window coverings.

B. Working telephone with direct access to outside local and long distances lines.

C. Adequate, and reasonably secure, parking area(s).

D. Clean running hot and cold potable water for drinking and taking baths and/or showers.

E. Eating and laundry places that are reasonably close to the place of lodging.

F. Doors that can be secured with a night latch and/or dead-bolt.

G. Television sets where television reception and sets are available.

SECTION 7. Normally, suitable meals should be available at the place of lodging. However, where such meals are not available, transportation will be authorized for employees to obtain meals. It is understood that, normally the least costly, yet safe, transportation will be selected for obtaining suitable meals.

SECTION 8. Transportation will be authorized to and from suitable laundering facility and to purchase basic necessities while an employee is on TDY if the need arises.

SECTION 9. Where mission requirements permit a choice of mode of travel, employees may exercise this choice if such choice will not delay the mission, nor adversely affect another employee's leave. However, travel and per diem reimbursement will be based on constructive travel computations in accordance with appropriate regulations.

SECTION 10. Where mission requirements permit, an employee may depart from his/her permanent duty station or the employee's temporary duty station earlier or later, respectively, and use leave during this time if the alternate departure times are on basic work days and/or include part of the basic work week.

SECTION 11. TDY will be rotated among qualified and available employees with requisite skills on a fair and equitable basis consistent with mission requirements. The determination as to

"available" and "requisite skills" shall not be arbitrary and/or capricious. Rotation for TDY assignments among volunteers will be based on seniority (service comp date). Where there are insufficient volunteers, TDY assignments will be based on inverse seniority.

A. Supervisors will make every effort to honor requests from an employee to be excused from a TDY assignment for compassionate reasons.

B. This section does not apply to training assignments involving TDY, with the exception of excusal for compassionate reasons.

SECTION 12. Employees selected for TDY will be advised before departure of the shifts they will be working while on TDY. To the extent operationally feasible, employees will be assigned to the same shift while on TDY as they occupy at their regular duty station.

SECTION 13. If a temporary duty assignment requires a traveler to be away from his/her official duty station for more than 30 calendar days, management will, to extent possible, permit an employee to voluntarily return to his domicile during non-workdays in accordance with appropriate regulations and procedures for use of Government vehicles, if applicable. In accordance with applicable regulations, the employer will pay travel expenses equal to the amount of per diem an employee would have received had he remained at the TDY location.

SECTION 14. When an emergency arises during TDY, which involves a member of an employee's immediate family, they shall be returned to their official duty station. The Activity will provide transportation when possible or authorize payment for travel.

SECTION 15. Employees who are assigned to TDY for more than 45 (forty-five) consecutive days, shall, when possible, be given the opportunity to return to their official duty station for at least 10 (ten) consecutive workdays at the Activity's expense.

SECTION 16. If the employee is required to stay at lodgings outside the limits of the temporary duty station, or if authorized lodgings are not available within the temporary duty station, the employee will be compensated for the time spent

traveling to and from lodging to circumference (30 miles, normally not expected to exceed about 30 minutes) of temporary duty station. This section will be implemented in accordance with the FLSA and 5 U.S.C. 5542.

SECTION 17. PERSONAL TELEPHONE CALLS WHILE ON TDY. Travel orders will state "authorized personal calls will be limited to \$5.00 per day for the purpose of advising of safe arrival, informing or inquiring about important family issues, and advising of changes in itinerary."

SECTION 18. The Union representative who serves on the Safety committees will be authorized the use of Government Vehicle, placed on official time, paid Travel and Per Diem to participate in scheduled inspections, to attend scheduled meetings, and to participate in formal accident investigations.

SECTION 19. Union officials who must travel for performance of representational duties will be authorized use of a government vehicle and reimbursed for lodging only. The Union agrees to reimburse its representatives for M&IE related to travel for representational duties.

SECTION 20. The Employer agrees that if a government vehicle is not available, Employees, including but not limited to Union Representatives, will be authorized use of his POV or a rental car.

SECTION 21. Records of TDY assignment will be maintained for a period of twenty-four (24) months and will be furnished to the Union upon request.

SECTION 22. Split Pay for Travel Voucher Disbursement:

A. All employees will be informed of the procedures for processing split pay on a settlement travel voucher prior to implementation.

B. If an employee timely files a voucher and it is not processed through no fault of their own, the employee is encouraged to notify their supervisor, the Travel Office, or the Travel Card Program Coordinator for assistance. Travel vouchers are subject to the Prompt Payment Act.

C. If amendments are made to the travel voucher, they will be made with the employee's consent.

ARTICLE TWENTY-NINE

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

The actions covered by this article include withholding of within-grade increase, reduction in grade and removal for unacceptable performance.

SECTION 1. Withholding of Within-Grade Increase. When the supervisor's evaluation leads to a conclusion that the Employee's performance is minimally successful, the supervisor shall provide the following to the employee:

A. The reasons for the negative determination and the areas in which the employee must improve in order to receive a within-grade increase;

B. An explanation if the negative determination is not consistent with the most recent performance appraisal;

C. Notice to the employee of his or her right to request reconsideration in writing;

D. The length of time, not to exceed 15 days that the employee has to request reconsideration;

E. The name of the official to whom the request is to be submitted.

SECTION 2. REDUCTION IN GRADE/REMOVAL. The supervisor of a permanent or seasonal employee whose proposed reduction in grade or removal is based on unacceptable performance shall be bound by the process and procedure prescribed by 5 CFR, Part 432, Performance Based Reduction in Grade and Removal Actions. The notice to the employee of proposed reduction in grade/removal will have a copy of 5 CFR Part 432 enclosed.

SECTION 3. No bargaining unit employee will be subject to removal or reduction in grade for unacceptable performance unless that employee's performance fails to meet established performance standards.

SECTION 4. The final decision regarding a proposed reduction in grade or removal action based on unaccepted performance will be decided by an official in a higher position than the official who proposed the action.

SECTION 5. If the Employer's decision is to effect an action based upon unacceptable performance, the employee may appeal the decision to the Merit Systems Protection Board in accordance with the applicable law/regulation or under the grievance/arbitration procedures in this Agreement. Under no circumstances may an employee appeal the same action under this Article to both MSPB and the grievance/arbitration procedures in this Agreement.

SECTION 6. Performance related information used by the supervisor to document unacceptable performance and develop plans to improve performance would be removed from the supervisor's files and given to the employee one year after the employee has successfully completed the Performance Improvement Period.

ARTICLE THIRTY

GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable resolution of grievance for bargaining unit employees, the union and the employer. It is the intent of the Parties that differences be resolved promptly and at the lowest possible level of supervision. The employee, the union, or the employer shall have the right to use this, the negotiated grievance procedure, or any other appropriate regulatory or statutory procedure to resolve a grievance. However, once one procedure has been formally initiated by timely filing a notice of appeal or grievance under the applicable procedure, the initiating party must continue that route until the appeal or grievance is resolved, withdrawn, or processed to a conclusion.

SECTION 2. Grievance Means Any Complaint

- by any bargaining unit employee concerning any matter relating to the employment of the employee;

- by the union concerning any matter relating to the employment of any bargaining unit employee, or

- by any bargaining unit employee, the union or the employer concerning:

-- the effect or interpretation, or a claim of breach of this contract, or

-- any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

A. This grievance procedure does not apply to the following concerning:

1. Any claimed violation relating to prohibited political activities; or

2. Retirement, life insurance, or health insurance; or
3. A suspension or removal for national security reasons under Section 7532 of Title 5 United States Code; or
4. Any examination, certification or appointment;
5. The classification of any position which does not result in the reduction in grade or pay of an employee;
6. Separation/termination of temporary employees who are separated for incompetency or misconduct;
7. Separation/termination of probationary/trial period employees who are separated for incompetency or misconduct;
8. An action terminating VRA appointment during the first year for failure to complete the training agreement or who are separated for incompetency or misconduct.

SECTION 3. Nothing in this Article shall prevent employees from using either the negotiated grievance procedure, if applicable, or statutory appeal procedures, but not both, for matters covered under Sections 4303, 7512, and 2302 (b) of the Civil Service Reform Act. Section 4303 covers removals and reduction-in-grade for unsatisfactory performance. Section 7512 covers adverse actions for disciplinary reasons, including removals, suspensions for more than fourteen (14) days, reduction-in-grade or pay, and furloughs for thirty (30) days or less. Section 2302 (b) covers prohibited personnel practices. An employee shall have exercised the option to raise a matter either under the applicable statutory procedures or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under the applicable statutory procedures, or timely files a grievance in writing in accordance with this Article. Nothing in this Article shall constitute a waiver of any further appeal or review rights permissible under the Statute.

SECTION 4. At any stage of the grievance procedure, a grievant may choose to be represented by the Union or the grievant may choose to represent themselves. However, when the grievant elects to represent themselves, the Union has the right to be present at all stages of the grievance procedure. When the grievant elects Union representation, the Union has the right to be present at all stages of the grievance procedure. Any adjustment made in settlement of a grievance will be consistent with law, rules, regulations, and this contract.

INFORMAL COMPLAINT RESOLUTION

SECTION 5. The Parties agree that employee and supervisors are encouraged to discuss complaints in an informal attempt to resolve differences at the lowest level possible. If the complaint is not resolved to the employee's satisfaction, the employee may submit a formal grievance following procedures set forth in this article. Conclusion of informal discussions will mark the beginning of the specified time limits or procedures should the employee decide to file a formal grievance. Informal resolution must be initiated no later than 30 days after the employee becomes aware, or should have been aware of circumstances giving rise to the complaint.

SECTION 6. Informal resolution may be by Alternate Dispute Resolution (ADR) as outlined in this section. The following definitions apply to this section only.

A. Alternate Dispute Resolution (ADR). Any procedure or combination of procedures voluntarily used to resolve issues in controversy without the need to resort to litigation or the administrative grievance procedure.

B. Non-Binding Arbitration. Arbitration is probably the best known of the quasi-judicial procedures available to resolve disputes. Arbitration may be non-binding, advisory, or binding upon the parties. This process has a long history of use in the resolution of labor/management and commercial disputes.

Arbitration is a private process whereby a dispute submitted to an impartial and neutral individual or panel for either a non-binding or binding decision. The parties have some say in the

selection of the third party and are able to choose an individual or panel with some degree of expertise and knowledge of the contested issues.

In an arbitration hearing, each side's arguments are presented to the arbitrator in a quasi-judicial manner with each side having an opportunity to present the facts and merits of the cases. There is time for cross-examination and closing statements. Upon completion of the case presentation, the arbitrator issues an opinion.

Binding Arbitration differs from non-binding arbitration by the fact that the parties enter into the process with a commitment to be bound by the opinion of the decision maker, rather than merely being obligated to consider his or her recommendation. If the parties have elected binding arbitration, the third party's decision has the force of law, but it does not set a legal precedent nor is it appealable in a court of law except under extraordinary circumstances.

Mediation-Arbitration (Med-Arb) is a variation of the arbitration procedure. In Med-Arb the impartial/neutral third party is authorized by the disputing parties to mediate their dispute until such time as they reach a deadlock. To break the impasse, the third party is authorized by the disputants to make a decision and render a binding opinion on the barrier in question.

While this procedure does result in a binding decision, it has been quite controversial among dispute resolution professionals because it mixes and confuses procedural assistance with binding decision-making. Some professionals have argued that the parties are less likely to disclose necessary information for a settlement or are more likely to present extreme arguments in mediation if they believe that the third party will ultimately be requested to make a decision.

An alternative to having the same party neutral to mediate and arbitrate over the same dispute is to have a different mediator and arbitrator. A mediator works with the parties first and, if they fail to settle, the case is turned over to another person to arbitrate and arrive at a binding decision.

C. Dispute. Dispute refers to an issue in controversy, protest, or claim submitted by the aggrieved party.

D. Facilitation. Facilitation involves the use of a facilitator who helps the parties reach a decision or satisfactory resolution by conducting meetings and coordinating discussions, but does not become as involved in the substantive issues as does a mediator. The facilitator does not render a decision; the parties themselves must reach any decision.

E. Fact-Finding. Fact-finding is the investigation of specified issues by a neutral individual who has subject-matter expertise. Fact-finding uses informal investigatory procedures designed to narrow factual or technical issues in dispute. The process usually results in a report, testimony, or advisory opinion. The rationale behind the efficacy of fact-finding is the expectation that the opinion of a trusted and impartial neutral will carry weight with the disputants. In the event that the fact finder's assessment or recommendation is accepted by the parties, they may move forward to complete their settlement negotiations and reach an agreement. If the recommendation is not accepted, the data will have been collected and organized in a fashion that will facilitate further negotiations or be available for use in a later adversarial procedure.

F. Mediation. Mediation involves the use of a neutral third party to assist the parties in negotiating an agreement.

The mediator has no independent authority and does not render a decision; any decision must be reached by the parties themselves.

G. Negotiation. Negotiation is communication among people or parties in an effort to reach an agreement.

H. Neutral. A neutral is an impartial third party or parties who serves as mediator, facilitator, fact-finder, arbitrator, or otherwise assists the parties in resolving disputes.

I. Early Neutral Evaluation is the method which can be used early in the life of the dispute, usually involves an informal presentation to the neutral of the highlights of the parties' cases or positions.

J. Interest-Based Negotiation is the focusing on the needs and interests of the parties, rather than on their positions, entitlements, or blame.

K. Peer Review. Is an individual, or a group of individuals, who are comparable to the aggrieved party. The Peer Review findings shall be presented as a non-binding opinion. Both parties will give serious consideration to the opinion.

L. Dispute Panel. Consists of one or more impartial parties and provides means to clarify misperceptions, fill in information gaps or resolve differences over data. This information is reported and may be taken back to the negotiation table and used in future bargaining.

SECTION 7. ADR is not appropriate for all disputes such as:

A. Definitive or authoritative resolution of the matter is required for precedent-setting value.

B. The matter involves significant question of Government policy requiring determinations beyond the scope of the ADR proceeding.

C. Consistency among individual decisions is important.

D. Neither party is ready to negotiate or otherwise end the case, nor willing to try ADR.

E. Retaining the aggrieved party would pose threat of injury to others, to themselves, or damage to Government property.

SECTION 8. Request for use of ADR procedures will be submitted and processed as follows:

A. Aggrieved parties desiring to submit their disputes for resolution under ADR procedures may submit a written request to the supervisor of the person giving rise to the dispute and furnish a copy to the Union President/designee.

B. Presentation of dispute. Request for use of ADR procedures shall include the aggrieved party's name, address, and telephone number, including FAX number, if applicable; the event

or action involved; a detailed statement of the dispute, including copies of relevant documents; and a request for resolution, including the specific relief desired. The request should include an expression of the employee's preferred ADR method to be used.

C. Within seven (7) workdays of receiving a request for using ADR procedures, the responsible supervisor will meet with the Union to determine whether ADR is appropriate for resolution of the issues. If it is determined that ADR is not appropriate, the aggrieved party will be promptly informed by the supervisor of the reasons ADR is not appropriate.

D. Processing of the dispute. Within ten (10) workdays of receipt of the request for ADR, the supervisor will notify the aggrieved party of the jointly recommended ADR procedure to be used in resolving the dispute. Once an ADR procedure has been agreed to by the supervisor and the aggrieved party, every effort will be made to resolve the issue within thirty (30) workdays from the date of that agreement. This time period will be considered an attempt at informal resolution.

E. Time limits. The use of ADR procedures does not alter any of the time limitations or procedural requirements for other administrative procedures set forth in this agreement. However, depending on the ADR procedure followed, the decision/settlement may be final and/or binding.

F. Termination of ADR procedures. The aggrieved party may terminate use of the ADR procedure at any time upon giving written notice to the other party. The written notice will include the reason for requesting termination.

SECTION 9. The grievance must be initiated in a timely manner. The grievance must state:

A. The issue or occurrence which gives rise to the grievance.

B. The appropriate provisions(s) of law, rule(s), regulation(s), or this Contract allegedly misinterpreted, misapplied, or violated.

C. Any relevant evidence or information.

D. The remedy sought.

E. Whether meetings are requested during each step.

F. Clearly state whether or not Union representation is requested.

Additional evidence and/or witnesses may be added at each step. All requests for evidence, information, material, and list of witnesses shall be provided expeditiously to the Union and the aggrieved employee. Any employee/Union request for information concerning the employee's grievance will be directed to the person giving rise to the grievance or person(s) who have direct knowledge of circumstances or information related to the grievance. Once the employee has exercised his right to Union representation, a copy of all correspondence that is given to the employee will also be provided to the Union, and no meetings will be held with the employee without his Union representative being present.

SECTION 10. An employee or group of employees may initiate a grievance, or the Union may initiate a grievance acting on behalf of an employee or group of employees. The steps to initiate a grievance are as follows:

Step 1. An employee and/or the Union shall present the grievance to the immediate or acting supervisor of the person giving rise to the complaint in writing (Appendix B) within twenty (20) days after the date that the employee or Union became aware or should have become aware of the act or occurrence, or at the conclusion of informal attempts at resolution including ADR. The supervisor or acting supervisor receiving the grievance will meet with the employee/representative and provide a written decision within fifteen (15) days after receipt of the grievance. An employee, who grieves an adverse action initiated by Management such as removal, suspension, or reduction in grade, shall initiate such grievance at Step 2 of this Section, unless appealed under a statutory procedure. An employee who has attempted informal resolution of the complaint with the person giving rise to the complaint will be permitted to file the formal grievance with the highest-ranking Field Supervisor in his chain of command if he is employed outside the District Headquarters or to the Branch Chief if he is employed in the District Headquarters.

Step 2. If the grievance is not satisfactorily resolved at Step 1 it shall be presented to the appropriate Division or Separate Office Chief, who will represent the District Engineer, in writing, within twenty (20) days after the Step 1 decision. The Division or Separate Office Chief, shall meet with and hear the employee and his/her representative within seven (7) days after receipt of the grievance, and provide a written decision within fifteen (15) days after the meeting.

Step 3. If no settlement is reached as a result of the second step, the grievance may be submitted to arbitration in accordance with arbitration procedures contained in this article. Nothing in this contract will preclude either party from attempting to settle a grievance at any time during the process.

SECTION 11. The Union may initiate a grievance in its own right, or on behalf of a group (two or more) of employees, by submitting it in writing to the District Engineer (DE)/designee within thirty (30) days of the incident giving rise to the grievance, or within thirty (30) days after the Union becomes aware or should have been aware, of the matter out of which the grievance arises. If the Union requests a meeting with the DE, the meeting shall take place within ten (10) days of the DE's receipt of the request. The DE will render a written decision within fifteen (15) days of the receipt of the grievance if no meeting is requested, or within ten (10) days of the date of a meeting requested by the Union. If the decision, thus rendered, is unacceptable, the matter may be submitted to arbitration in accordance with the provisions of this Article. If the DE is the one giving rise to the grievance, the Union shall, at its option, proceed directly to arbitration.

SECTION 12. Grievances initiated by the Employer will be submitted to the Union President/designee. If the District Engineer requests a meeting with the President, the meeting shall take place within 10 days of the Union President's receipt of the request. The Union President/designee will respond in writing within fifteen (15) days after receipt of the grievance if no meeting is requested, or within 10 days of the date of a meeting as requested by the DE. If the decision, thus rendered, is unacceptable, the matter may be submitted to arbitration in accordance with this Article. If the President of the Union is the one giving rise to the grievance, the DE shall, at his option, proceed directly to arbitration.

SECTION 13. Disputes between the Employer and the Union over the application or interpretation of this Agreement (or laws, rules and regulations pertaining thereto), where no individual employee grievance is involved, may be resolved in the manner indicated below.

A. Within five (5) days following the disagreement, the matter will be submitted in writing to the DE/designee or the Union President as appropriate. Within two (02) workdays after the written notice, these parties, or their designees, will meet and attempt to resolve the disagreement. The written submission may state the precise nature of the dispute, a specific citation of the portion(s) of the Negotiated Agreement in dispute along with a statement explaining why or in what manner it is felt that the particular portion(s) is being misinterpreted or misapplied or ignored, the specific relief or adjustment requested.

B. A written decision will be given by the party to whom the disagreement was submitted no later than five (5) days following the meeting.

C. If the dispute is not settled by this method, either party may elect to submit the dispute to arbitration. The grieving party will notify the respondent of its acceptance of the decision or its intent to advance the matter to arbitration within three (03) days following receipt of the decision.

SECTION 14. There is no responsibility for either party to make adjustments of a grievance unless it is presented within the time frames as defined by this Article. Time limits will be extended for reasonable periods for just cause. Failure, by the grievant to timely respond will result in denial of the grievance based on untimely filing or prosecution of the grievance. Failure, by the employer, to timely respond will allow the grievant to move to the next step of the process, or to leave the matter open until such time as management does respond. If the grievant chooses the second option, his time limit for filing will not begin until management's response from the previous step is received.

SECTION 15. Adequate time during working hours will be allowed for employees to present grievances and attend meetings concerning the grievances. Union representatives will be granted official time to represent the employee in accordance with this Contract.

ARBITRATION

SECTION 16. Only grievances, which have not been resolved through the grievance procedure outlined in the above Sections of this Article, may be submitted to Arbitration. Arbitration may only be invoked by the Union President/designee or the DE by submitting a written notice of intent to arbitrate no later than thirty (30) days following receipt of the final written grievance disposition.

SECTION 17. If an unresolved issue is referred to arbitration, the parties shall meet within 10 working days of receipt of notification to select an arbitrator. Should the parties fail to agree on a mutually acceptable arbitrator the parties should, within 10 days, make a joint request to the FMCS for a panel of arbitrators. The parties shall subsequently and alternately strike names from the list. The remaining name shall be the person selected as arbitrator. Initial striking shall be determined by toss of a coin by a disinterested party.

SECTION 18. The arbitrator's fee and all other expenses of the hearing shall be born by the losing party as determined by the arbitrator. If the arbitrator's decision is a compromise, the parties agree that the fees and other expenses of arbitration will be shared equally between the parties. Travel and per diem cost for the arbitrator shall not exceed the maximum rate(s) payable to DOD employees under Volume 2 of the Joint Travel Regulation. The arbitration hearing will be held, if possible, on the Employer's premises during regular business hours of the Employer, Monday through Friday. It is agreed that once an arbitrator is selected and the hearing date has been established, any party that unilaterally requests that the hearing be postponed, delayed, canceled, and/or withdraws for whatever reason, shall pay any fees charged by the arbitrator or other expenses incurred.

SECTION 19. The aggrieved employee and the Union representative, if a member of the Unit, and any witnesses who are in the Unit, will be in a duty status while participating in the arbitration proceeding, except that overtime will not be payable. The parties agree that only the minimum number of relevant witnesses who have direct knowledge of the circumstances and factors

bearing on the case will be called. Not later than fifteen (15) days in advance of the hearing, the parties will exchange the names of those employees to testify at the hearing.

SECTION 20. The arbitrator does not have the authority to change, add to, or modify any provision of this agreement and will limit his findings to the issues submitted for arbitration in accordance with applicable laws and regulations and this Agreement. The arbitrator's award shall be binding on the parties. Any dispute over the application or interpretation of an arbitrator's award shall be returned to the arbitrator for settlement within ten (10) workdays following identification of the dispute.

SECTION 21. The arbitrator will be asked to rule first on any question concerning grievability. Unless the arbitrator's decision is that the matter is not grievable/arbitrable, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing.

SECTION 22. The arbitrator's decision will be implemented as soon as practicable but normally not later than thirty (30) days after receipt unless exceptions to the arbitrator's decision are filed with the Federal Labor Relations Authority. Either party may file exceptions to an arbitrator's award with FLRA in accordance with regulations prescribed by the Authority. The party who files an exception to the arbitrator's award will, at the same time, furnish a copy of the document to the other party. Once FLRA has ruled on the exception, the final decision will be implemented in a timely manner, consistent with the decision content unless the matter is appealed through the judicial system.

SECTION 23. In any grievance when the parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, the parties will equally share the cost of any additional fees being charged by the arbitrator for the delay/cancellation.

SECTION 24. Grievances which are submitted to arbitration and which contain continuing liability may, by mutual agreement, be given priority over all other grievances in the arbitration procedure at that time.

SECTION 25. Any disciplinary or adverse actions and all copies thereof, which are later, found to have been unwarranted shall be removed from the official personnel folder of the employee and from the supervisor's personal file and destroyed. The employee will be so notified in writing. Any action, which has later been found to be unwarranted, will not be considered in any future personnel action.

EXPEDIENT ARBITRATION

SECTION 26. The moving party shall retain the right to use expedient arbitration. Should this avenue be taken the following shall apply:

A. The arbitrator will be selected in accordance with the provision of this article.

B. The selected arbitrator will be advised that the hearing will be expedient arbitration.

C. There will be no transcript unless the party desiring one bears the full cost. If the other party requests a copy of the transcript they will pay 50 percent of the cost of recording and transcribing prior to receipt of the document.

D. Either party may record the hearing on their own tape recorders. However, these recordings will not be considered as being official records.

ARTICLE THIRTY-ONE

UNFAIR LABOR PRACTICE

SECTION 1. It is understood that both parties to this Contract have Statutory rights to file what it may believe is an Unfair Labor Practice (ULP) charge against the other party with the Federal Labor Relations Authority (FLRA). Should either party believe that the other has committed an unfair labor practice, as defined in the Civil Service Reform Act of 1978, the charging party shall serve a copy of the ULP upon the alleged violator(s).

This Contract shall not preclude the charging party from notifying the alleged violator(s) and making reasonable attempts at reaching a consensual resolution of the problem in the spirit of partnership. However, the parties acknowledge this is not required by the Contract.

ARTICLE THIRTY-TWO

RETIREMENT

SECTION 1. The employer will provide retirement counseling/ seminars describing benefits and eligibility for all employees in the Unit nearing eligibility for retirement. Employees nearing eligibility for retirement who submit written questions concerning retirement will receive a written response.

SECTION 2. The union will be afforded an opportunity to be present at all retirement seminars. Further, the union will be allowed to give each retiring employee union literature and material at these counseling seminars. Should the employer give the employees packets of retirement related literature, the union will be allowed to add union related material in the same packet.

SECTION 3. Separated employees (except by retirement) will be referred to the Army Benefits Center for information regarding eligibility for deferred annuity and provided information related to deferred claims for job related disabilities.

SECTION 4. An employee may withdraw a retirement application at any time prior to its effective date unless precluded by law or Government-wide regulation.

SECTION 5. Each employee considering retirement should contact the Army Benefits Center for guidance regarding retirement (<https://www.abc.army.mil>) or 1-877-276-9287. Each eligible employee will be advised to submit their retirement papers at least 4 months prior to their actual retirement date in order to lessen the chance of their retirement entitlement being delayed. The employer agrees to process all retirement requests in a timely manner.

SECTION 6. All new and current employees will be provided information and assistance/instructions on how to access information on retirement benefits, savings opportunities, investment opportunities, and how to sign up for these benefits. This includes, but is not limited to, Army Benefits Center (ABC), Thrift Savings Plan (TSP), Civil Service Retirement System (CSRS), Federal Employees Retirement System (FERS), RESUMIX, Army Knowledge Online (AKO), MyPay (pay changes), and MyBiz.

If applicable, employees will be provided information on how to buy back military and temporary service which may be creditable for civilian retirement.

The employer will approve retirement counseling/seminars describing benefits and eligibility for all eligible employees in the Unit. The guidance for identifying eligible employees is as follows:

-- Employees who anticipate working for 10 to 15 years or more should take the Mid-Career Retirement Planning course.

-- Employees who are within 10 years of retirement should take the Pre-Retirement Planning course.

Employees nearing eligibility for retirement who submit written questions concerning retirement will receive a written response.

ARTICLE THIRTY-THREE

NEGOTIATIONS DURING TERMS OF AGREEMENT

Section 1. GENERAL. The Activity and the Union agree to cooperate in carrying out the intent of the Statute, other appropriate Public Laws, and this Contract in the most expeditious and productive manner. However the Activity shall not implement any change prior to the completion of the bargaining process unless the change is consistent with the necessary functions of the District.

Section 2. The parties agree that for the duration of this Agreement neither party is obligated to negotiate any subject covered in this Agreement, except:

A. By the mutual written consent of both parties at any time, or

B. When the Employer proposes changes in personnel policies, practices, and working conditions in order to bring local policy into conformance with changed laws, regulations, and policies of higher appropriate authority.

Section 3. The parties agree to bargain in good faith during any subsequent negotiations and, if necessary, to resolve impasses under the procedures provided by the Federal Service Labor-Management Relations Statute in a prompt and expeditious manner to avoid implementation delays.

Section 4. In accordance with the Statute, Public Law, and this Contract, the Parties may negotiate on issues, which are not specifically covered under this Contract, at the election of either Party.

Section 5. Depending on the nature of the issue, the parties will elect to conduct full-scale negotiations, or negotiations by telephone, fax, electronic mail, or with less than a full negotiation team. In the event full-scale face-to-face negotiations become necessary ground rules contained in Article 36 will be followed, except that Official Time used in negotiations during the terms of this agreement shall count against the block of official time identified in Article 8.

Section 6. The following procedure will apply when it is clear that bargaining is required:

A. Prior to implementing changes in personnel policies, practices, or matters affecting conditions of employment, the Activity will present the Union's President, or his designee, with a notice of the proposed change and/or copies of the higher authority's instruction directing such changes. This notice will offer the Union the opportunity to negotiate these changes by stating, "Negotiations concerning these changes shall, if requested, commence not later than 30 workdays following the receipt of this notice unless the parties agree to a time extension."

B. Upon receipt of such notice, the Union President shall, within 15 workdays submit proposals on the proposed change in writing. If, the Union has questions or requests additional information on a proposed change, the time limit for submission of proposals by the Union will be extended to begin after the Activity has answered the union's questions or the receipt of requested or additional information. The Union shall retain the right to accept the proposed change(s) without negotiations by written notice to the Activity.

C. Changes negotiated or agreed to pursuant to this Contract shall be duly executed by the Parties and shall become an integral part of this Contract and subject to all of its terms and conditions.

Section 7. If the Parties representatives disagree as to whether a subject is proper subject matter for midterm negotiations, the Union may pursue resolution through allegation of an Unfair Labor Practice or the issue may be referred in writing, by either Party, to either an arbitrator for a decision on the interpretation of the Contract as it applies to what is proper subject matter for supplementary Agreements, or to the FLRA for negotiability disputes.

Section 8. DURATION OF SUPPLEMENTS. All supplements shall be a part of and subject to the terms and condition of this Contract and shall simultaneously terminate with this Contract.

Section 9. The Union shall have copies of all rules, regulations, and supplements or changes on which there are to be negotiations. And should the Activity determine that a matter is nonnegotiable, the Activity shall provide the Union with copies of all materials relied upon by the Activity in making such a decision.

ARTICLE THIRTY-FOUR

EMPLOYEE SERVICES AND FACILITIES

SECTION 1. The Employer agrees to provide work areas, which are safe, clean, and well lighted. They shall be maintained in a sanitary condition and shall be kept free of vermin infestations.

When vending machines are provided, the employer will take appropriate steps, within its authority, to assure that the machines are maintained in good working condition, regularly resupplied, and that adequate instructions for obtaining reimbursement for money lost in malfunctioning machines are posted on the machine. The Employer shall assure reasonable access to sources of food.

SECTION 2. Toilet rooms shall be conveniently accessible and maintained in a clean and sanitary state with adequate supplies of tissue, towels, soap, and feminine napkins, if appropriate.

SECTION 3. The employer agrees to provide adequate outdoor facilities for "smokers" in accordance with current policies, while maintaining a smoke free environment in the work place.

SECTION 4. The Employer agrees that all employees will have reasonable and convenient access to facilities and services provided for them. Employees who are required to have access to MVK facilities will be issued a form of identification for entry/exit to the project.

SECTION 5. The Employer agrees to provide eating spaces at its fixed facilities, which shall be properly cleaned, heated, cooled, and ventilated, where meal facilities are not available on the premises. When such is not possible, the parties shall negotiate other appropriate arrangements. The Employer agrees that for any new office building or Headquarter built following the effective date of this contract, the Union will be afforded the opportunity to submit proposals and negotiate for eating spaces and facilities.

SECTION 6. The Employer agrees to permit vendors or concessionaires to install adequate numbers of vending machines and/or other service for foods and beverages at the Activity's facilities where meal facilities are not located on the premises.

SECTION 7. The Employer agrees to permit employees to consume beverages/snacks at their work sites, provided that there is no unreasonable interference with the performance of assigned duties.

ARTICLE THIRTY-FIVE

EFFECTIVE DATE, DURATION, AND CHANGES

SECTION 1. This agreement shall be effective on the date approved by the head of the agency, or thirty (30) days from the date it is signed, if the agency head does not either approve or disapprove the agreement within the thirty (30) day period.

SECTION 2. This agreement and any supplements thereto will remain in full force and effect for two (2) years from the effective date of the basic agreement. However, either party may give written notice to the other, not more than ninety (90) nor less than sixty (60) days prior to the expiration date of this agreement, of its intention to reopen and amend or modify the agreement. If neither party serves notice to renegotiate this agreement, the agreement shall automatically be renewed for a one (1) year period, after which the agreement will expire automatically. The present agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved. The contents of this Section are contingent on the Union retaining its entitlement to exclusive recognition.

SECTION 3. Successor contract negotiation will be conducted in accordance with the ground rules contained in this article.

SECTION 4 - PURPOSE. The purpose of these ground rules is to establish procedures for negotiating a contract. The parties agree to conduct negotiations with the spirit and intent of good faith bargaining, as defined by the Authorities, and to conclude negotiations as orderly and expeditiously as possible.

SECTION 5 - PARTIES. These ground rules constitute an agreement on rules and procedures to govern the negotiations of a collective bargaining agreement, hereinafter referred to as "Contract", between American Federation of Government Employees (AFGE) (AFL-CIO) Local 3310 hereinafter referred to as the "Union," and United States Army Engineers District, Vicksburg, Vicksburg, MS hereinafter referred to as the "Employer." The following rules and procedures are herewith agreed to by the parties.

SECTION 6 - RECORDS. No verbatim records and/or audio or visual recordings will be kept of any negotiating session. Further, no off-the-record agreements or understandings are permissible. However, this will not preclude either party from making informal notes as deemed necessary.

SECTION 7 - BREAKS. Breaks are defined as a temporary halt in negotiations for the purpose of comfort, etc. A 15-minute break shall be taken after each two hours of negotiations for the purpose of comfort, etc. However, by mutual agreement, either or both break(s) may be postponed or canceled on a daily basis.

SECTION 8 - CONDUCT DURING NEGOTIATION SESSION. Negotiation sessions will be conducted in a business-like manner. The Chief Negotiator for each party will conduct all negotiations except where he designates another team member to speak or to conduct negotiations.

SECTION 9 - CAUCUS. Caucus is defined as a temporary halt in negotiations called by the Chief Negotiator of either party, without the consent of the opposite party, to allow the team to confer among themselves or with other individuals. The Union shall utilize the negotiations room for caucus. The room will be equipped with a phone that has access to both local and long distance lines. The Employer will provide the Union with a working computer from the Information Management Office Loan Supply. The Union will be provided access, by the Employer, to a fax machine during the entire negotiating process. The Union may remain in the negotiating room while the Employer vacates the room to caucus. The length of any one caucus shall not exceed 1 hour unless mutually agreed upon. The party calling the caucus will state the estimated length of the caucus.

SECTION 10 - DURATION OF GROUND RULES. Except as mutually agreed, these Ground Rules and procedures shall remain in effect until the Contract is approved. The Ground Rules will not be changed or modified except by mutual agreement of the Permanent Chief Negotiators in writing unless directed by the FSIP.

SECTION 11 - NEGOTIATING TEAMS.

A. Each party will notify the other, in writing, not less than 10 workdays prior to the start of negotiations, of the names of all primary and alternate team members including primary chief negotiator.

B. The negotiation teams for each of the parties will consist of not more than four (4) primary team members. Substitutions for primary team members by alternates or vice versa may be made by either party upon eight work hours advanced written or verbal notice by the Employer or the Union to any of the other party's primary team members. The employee will provide the notice to the affected employees' supervisor. In the event the Employees' supervisor cannot release them on the day requested, the Union has the option to select another alternate.

C. During negotiations, each team shall designate the Chief Negotiator. It is understood by the parties that the designated Chief Negotiator will be the team's spokesperson and will initial agreed upon sections and/or articles.

D. Each party may designate not more than one alternate for each of the primary members of its negotiation team.

E. Each party may negotiate with less than a full team.

F. The Union may utilize the service of any one District or National AFGE representative or agent as an additional negotiating team member. This representative or agent may serve as the designated Chief Negotiator at the Union's option.

SECTION 12 - OFFICIAL TIME

A. Designated Union negotiating team members, who are AFGE Local 3310's (AFL-CIO) officers and stewards, and who are employees of the Vicksburg District, will be authorized official time during negotiating preparations and sessions for the time such employees would otherwise be in a duty status; including negotiating sessions required to renegotiate any disapproved provisions of the Contract. Designated Union team members, as stated in the preceding sentence, will also be on official time to appear before any third-party proceedings (including preparation time), i.e., FSIP, FLRA, FMCS, necessary to obtain a contract. Official time, for preparation time and for negotiation sessions, will be approved except when critical mission functions must be performed. In such cases the supervisor will give the Union representative a written notice of denial of the use of official time.

B. The number of Union representatives, at the table, on official time shall not exceed four (4). Per diem for negotiation team members who work permanently at a remote worksite (i.e., DeGray Lake, Grenada, etc.) will be paid in accordance with Article 8, Section 11.

C. Official time for Employees involved in actual negotiations at the table will not count against the annual block for representational duties.

SECTION 13 - ORDER OF BUSINESS

A. Fifteen (15) days before exchange of proposals, the parties will meet to exchange and agree on a table of contents for negotiating the new/amended agreement.

B. The order of business will follow a pattern described below.

1. Articles will be taken up one at a time, and discussed in the sequence that they appear in the table of contents. Either party may request to select one article to be discussed out of sequence by giving 3 days notice to the other party. Any article may be discussed out of sequence by mutual consent.

2. When all articles have been agreed upon, the parties may mutually agree to combine articles with similar subject matter.

3. The Chief Negotiator of either party may unilaterally cancel no more than three regularly scheduled negotiation days per round. In the event that management cannot release the Union's alternate team members when needed, cancellation will be considered a management cancellation. No more than one scheduled negotiation day can be canceled in a row, except as stated in the previous statement. Other regularly scheduled negotiation days may be canceled by mutual agreement between the Chief Negotiators. Each party will give such cancellation notification to a primary team member, NLT 1700 hours of the workday prior to day of cancellation, except in abnormal cases.

4. Both parties are equals during the negotiations.

5. The parties will initial and be provided typed copies, furnished by the Employer, of articles on which agreement has been reached. Any individual sections within an article upon which agreement has been reached, shall be initialed and entered into the master contract notebook. The Chief Negotiators will signify agreement by initialing and dating the agreed-upon article. These articles shall be entered into the master contract notebook and considered final unless, by mutual consent of the parties, negotiation on the article is reopened.

6. Any and all articles or sections agreed upon shall be either signed (articles) or initialed (sections) immediately and placed in chronological order in a Master Notebook (binder).

7. Following an hour of daily preparation prior to negotiations, the parties will continue negotiations on the article, which was being negotiated at adjournment of the previous session.

8. In the event agreement is not reached on a given article after two considerations, either party may table it, and the next article will be considered. Tabled articles will be held over for Federal Mediation and Conciliation Service (FMCS) and will be taken up at the mediator's discretion.

SECTION 14 - IMPASSE. Articles remaining following FMCS final action shall be referred to impasse.

The impasse shall be referred, by either party or the parties, to the Federal Service Impasses Panel in accordance with 5 USC 7119 and implementing regulations of appropriate authorities. The parties shall exchange all articles and justifications at the same time and on the same day of submission to the Impasses Panel.

SECTION 15 - SCHEDULE

A. Proposals. Parties will exchange double spaced legible typed contract proposals on the first workday thirty (30) calendar days after notice of intent to renegotiate are received. If the contract is in the one (1) year renewal period, proposals will be exchanged 120 days prior to the expiration of the renewal period. Proposals will be exchanged via certified USPS mail.

B. Negotiation Sessions: Negotiation sessions will begin not later than the first workday thirty (30) calendar days after the exchange of proposals, unless the parties mutually agree to begin sooner.

SECTION 16 - AVAILABILITY OF REGULATIONS. The Employer will ensure that the Union has access to published, non-classified, regulatory material pertaining to the subject under negotiations, in accordance with Public Law 95-454, Chapter 71 (the Statue).

SECTION 17 - NEGOTIATION SESSIONS

The parties are agreeable to having a mediator present during negotiations. Negotiations will proceed as follows, unless deviations are mutually agreed to by the Chief Negotiators:

ROUND 1

Three consecutive weeks, Monday-Friday each week from 1 p.m. to 5 p.m., will be dedicated to negotiation of the labor-management agreement. At the end of the three-week period, negotiations will recess for one week.

ROUND 2

Negotiations will resume for a second period of three consecutive weeks, Monday-Friday each week from 1 p.m. to 5 p.m., for continued negotiation of the labor-management agreement. At the end of the second three-week period, negotiations will recess for one week.

ROUND 3

Negotiations will resume for a third period of three consecutive weeks, Monday-Friday each week from 1 p.m. to 5 p.m., for continued negotiation of the labor-management agreement.

SECTION 18 - Approval and Renegotiation. After final agreement is reached on all articles, the agreement will be signed by the Employer and the Union and forwarded by the Employer to Agency Headquarters for approval. The Agreement will be effective after approval of Agency Headquarters or after expiration of the time period allowed in 5 USC 7114 for Agency approval.

Within one (1) work day after receipt of head of the Agency notifying the Vicksburg District of the disapproval of agreement, the Employer shall notify the Union President. "E-mail will be utilized when the President is an employee of the Activity, but when the President is not an employee of the Activity all correspondence designated for the President/designee is to be sent via certified mail to the Union's mailing address to ensure receipt by the President." The Employer shall forward the original letter of approval/disapproval from the Agency and the reason(s) for the disapproval, if applicable, via certified mail to the Union's mailing address or hand deliver to the Union President.

Renegotiations shall begin with 3 workdays after notification to the Union has been received. Such renegotiations shall be accomplished under these ground rules.

In the event the agency headquarters disapproves any section of the agreement, the parties can, by mutual consent, reopen any other article, which was impacted by the disapproval, under these ground rules.

ARTICLE THIRTY-SIX

EMPLOYEE COUNSELING

SECTION 1. The Parties agree that communications between the employee and supervisor are an essential element to the employee-supervisor relationship. It is also agreed that counseling is a way for supervisors to understand employee problems concerning work, social, or home environment that may be adversely affecting the employee's job performance or working relationship with his co-workers. Further, it is agreed that a written record of counseling in situations where the employee's performance is not meeting established standards is an effective means of documenting and correcting performance deficiencies and motivating the employee to develop a positive approach to problem resolution.

SECTION 2. When a supervisor is contemplating adverse action against an employee, all counseling entries will be made on an official form, entitled "Supervisor/Employee Counseling Record" (Appendix C). Subject to office space limitations at the employee's work-place, counseling sessions will, at all times, be conducted in privacy and in surroundings conducive to a frank and open exchange of ideas. These sessions will only be conducted by supervisors and only for those employees subordinate to them in the supervisory chain. The employer agrees that the employee has the right to have a Union representative present during such sessions. If the employee elects to have representation, the counseling will be postponed until a Union representative can be present.

SECTION 3. When the need for counseling, as defined in Section 2 above, arises the supervisor will inform the employee at the beginning of the counseling session that he/she is being counseled and the reason for the counseling session. The written record will be dated and signed by the supervisor, the employee will receive a copy and sign as acknowledgment of receipt only, and the employee has the option to grieve.

SECTION 4. The counseling record form will be used for documentation when an oral admonishment is given to an employee.

In this case, the counseling-record entry must include the basis for the admonishment and the employee's response.

SECTION 5. Individual entries may be removed or obliterated without otherwise altering the whole counseling record as follows:

A. Supervisors have the option at any time of removing any counseling-record entry they have made which could be unfavorable to the employee. Other management officials in the counseled employee's supervisory channel may direct the removal of any unfavorable counseling record entry based upon a specific determination that it is in the best interest of both the Activity and the employee to do so. Any entry may be removed by the same individuals if it is discovered after the entry is made that it was based on incorrect information.

B. A counseling record pertaining to negative performance or behavior will be destroyed after one (1) year, if the performance has been acceptable or behavior has not been repeated in that time frame and no other unrelated counseling records have been entered in the file. This provision includes oral admonishments. Employees will be informed of this time limitation on counseling records at the time counseling is conducted.

C. Alteration to counseling record entries will be initialed and dated by the supervisor and a copy provided to the employee.

SECTION 6. The Employer recognizes that it has a responsibility to protect the employee's privacy and the personal information on the counseling form.

SECTION 7. Counseling record forms will only be used as indicated above, i.e., to make a record of a face-to-face counseling session.

SECTION 8. Only a properly documented "Supervisor/Employee Counseling Record" (Appendix C), will be considered evidence of formal counseling in any later proceeding.

ARTICLE THIRTY-SEVEN

DISTRIBUTION OF THE AGREEMENT

SECTION 1. As articles are agreed to and signed they will be entered into the Master Contract Notebook and will also be saved to computer disk by the Employer.

SECTION 2. The Employer will provide the Union a complete copy of the Master Contract Notebook for its use and duplication after negotiations are complete.

SECTION 3. The Employer will give the Union a copy of the computer disk(s) containing all articles of the new Labor-Management Agreement for their use and duplication, and 40 courtesy copies of the agreement.

SECTION 4. The Labor-Management Agreement will be entered on the Employer's Corporate Information System (CIS) for use by managers, supervisors, and employees. Supervisors will be responsible for providing a copy to employees who do not have access to the CIS.

ARTICLE THIRTY-EIGHT

HOLIDAYS

SECTION 1. The parties agree to recognize and observe the following holidays that are presently authorized by Federal Law (additions or deletions can only be made by Federal Law or Executive Order):

- A. First Day of January -- New Year's Day
- B. Third Monday in January -- Martin Luther King's Birthday
- C. Third Monday in February -- Washington's Birthday
- D. Last Monday in May -- Memorial Day
- E. Fourth Day in July -- Independence Day
- F. First Monday in September -- Labor Day
- G. Second Monday in October -- Columbus Day
- H. Eleventh Day in November -- Veteran's Day
- I. Fourth Thursday in November -- Thanksgiving Day
- J. Twenty Fifth Day in December -- Christmas Day

SECTION 2. Holidays will be observed on the day prescribed by Federal Law or Executive Order; if the holiday falls on a non-scheduled workday of the employee, it will be observed on the first scheduled workday preceding or following the holiday, whichever is applicable.

SECTION 3. In observing holidays, the Activity will:

A. Release the employees from hours normally worked on the holiday with pay, or

B. If the employee's presence at work is needed, the employee will receive holiday pay and any appropriate differential(s) pay.

SECTION 4. The Activity agrees to notify any employee that is required to work on a holiday at least 5 work days in advance or when the need for the employee's presence becomes known to the Activity, whichever comes first.

ARTICLE THIRTY-NINE

DETAILS AND REASSIGNMENTS

SECTION 1. DETAILS

A. Definition. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail, and the employee continues to be the incumbent of the position from which detailed.

B. Documentation. The activity agrees that employees shall be recognized for the work they perform. Therefore, details in excess of thirty (30) days, per calendar year, will be documented and maintained in the Official Personnel Folder (OPF) in accordance with OPF filing procedures. This will not preclude employees from updating their OPF with SF 172 or its equivalent, which document details of less than thirty (30) days. Employees are encouraged to update their resume in Army RESUMIX as qualification determinations are made using the active resume in the RESUMIX system. Any employee who is detailed for more than thirty (30) days shall be given a job description or a written set of duties.

C. Higher Graded Duties. Details to higher graded positions, or to positions with known promotion potential will be accomplished in accordance with the procedures contained in Article 17, Merit Promotion, and Placement.

D. Lower Graded Duties. Performance of lower graded duties officially assigned by management which are outside an employee's position description shall not result in loss of recorded or credited time in the grade of the employee's permanent position. Performance of lower graded duties officially assigned by management, which are outside an employee's position description, shall not be the basis for lowered assessment or appraisal of the employee.

E. Appropriate Use of Detail. Details shall be used to meet temporary needs of the Employer's work program when necessary services cannot be obtained by other means. This includes, but is not limited to: meeting unusual workload demand, special projects or studies, change in mission organization, or employee absences. Whenever practicable, details will be rotated fairly and equitably among qualified employees. Details or a series of rotating details will not be used for the purpose of avoiding a temporary or permanent promotion. Details will not be used to reward or punish employees. Detail procedures used by the employer shall maximize employee opportunities for career development while meeting Employer needs.

The Employer is responsible for assuring that details do not compromise the open-competitive principles of the merit system or the principles of job evaluation.

Details will be accomplished in accordance with applicable regulations and the Merit Promotion Plan.

SECTION 2. REASSIGNMENTS. Reassignment of employees to different positions shall be effected by the appropriate personnel action. An employee reassigned to a different duty station which will require a change in transportation arrangements will be given fifteen (15) days written notification unless other provision of this Contract govern.

SECTION 3. RELOCATION EXPENSES. Employees affected by a management directed change in duty station should receive relocation expenses, if appropriate, in accordance with the Joint Travel Regulation.

ARTICLE FORTY

ADMINISTERING THE AGREEMENT AND WRITTEN NOTICE
OF DESIGNEE

SECTION 1. The parties agree that ultimate responsibility for administering and enforcing this contract lies solely with the District Engineer and the Union President. However, either party may delegate their authority to others by furnishing a written notification to the other party. The notification shall include:

- A. The name(s) of the designee.
- B. Work number(s) and location(s).
- C. A clear statement of the delegated authority.
- D. A statement of the disposition of previous designations.

ARTICLE FORTY-ONE

INFORMATIONAL PICKETING

SECTION 1. In accordance with applicable laws and OPM regulations, the Union shall retain the right to hold "informational" picketing which does not interfere with or disrupt the Employer's operations.

SECTION 2. The Union agrees that all informational picketing will be performed by employees who are in non-duty status (i.e., annual leave, leave without pay, or off duty time).

SECTION 3. The Union agrees not to conduct informational picketing on the Employer's property.

ARTICLE FORTY-TWO

JOB EXCHANGES, JOB SHARING, AND PART-TIME EMPLOYMENT

SECTION 1. When two employees desire to trade jobs, for which they are both qualified, they will make a joint request to Management. Management will give full consideration to the requested reassignments. The employees will receive a written decision not later than 10 workdays from receipt of the request.

SECTION 2. PART-TIME EMPLOYMENT. The Employer will provide part-time career opportunities to Unit employees consistent with mission requirements, in accordance with 5 CFR Part 340 Subpart A, which expresses Congress' recognition that there is a vast untapped resource of people who could contribute to increased productivity in the workplace but for various reasons are not interested in full-time employment.

A. The tour of duty for part-time employees shall be between 16 and 32 hours per week.

B. The Employer agrees to give full consideration to an employee's request to change status from part-time to full-time and vice versa.

C. An employee's request for temporary adjustment of an established part-time work schedule because of personal reasons or to permit developmental assignments will be fully considered by the Employer. Such temporary adjustment shall not result in change of the established work schedule.

D. Upon request from an employee, the servicing Civilian Personnel Advisory Center located in the Vicksburg District headquarters building will provide pertinent information regarding the personnel effects of changing to and from part-time permanent positions. Such information shall include pay and benefits, time-in-grade requirements, accumulation of leave, and changes in competitive levels in the event of RIF.

E. In administering full-time equivalent (FTE) allocations, a part-time employee will be counted as a fraction of an FTE equal to the number of hours in the employees scheduled workweek divided by 40 hours.

SECTION 3. The Employer will consider any requests from employees desiring to participate in a shared work schedule. The employer also agrees to promote the concept of shared work schedules through periodic bulletins to all employees, and through a published statement of management's support for the program and a description of how the program works to be posted with the leave schedule in each office in January of each year.

SECTION 4. The Employer agrees that "job sharing" and other part-time employment programs will be considered as options to avoid RIF or furlough, if possible.

SECTION 5. The Employer agrees to use positions, which involve schedules other than full-time career employment (i.e., part-time, seasonal, temporary, intermittent) where appropriate and consistent with mission requirements. Where such positions are established, they will be consistent with the "Federal Employees Part-Time Career Employee Act of 1978" and appropriate Government-wide implementing regulations.

A. Seasonal employees will be advised of their contractual and statutory rights upon being hired. These employees will be allowed access to copies of this Contract upon request.

B. Unless specified otherwise, seasonal employees will be covered by the terms and conditions of this contract to the extent permitted under applicable laws, rules, and regulations.

ARTICLE FORTY-THREE

OCCUPATIONAL HEALTH SERVICES

SECTION 1. The Union and the Employer recognize the importance of having as many employees as possible at work versus using leave due to minor injuries and illness; therefore, the Employer's Occupational Health Service will provide medication for employees located in the District headquarters, to relieve symptoms of minor illnesses (i.e. providing aspirins for headache, cold and sinus tablets for colds and sinus, etc.). For field locations, such medication will be available through the offices' safety coordinator.

SECTION 2. The Employer agrees to staff the Occupational Health Service with medical personnel who meet regulatory qualification standards including licensing and board certification, if required by either law or regulation.

SECTION 3. Should an employee decide to use his/her personal physician or seek medical attention from an accredited medical facility, the employer agrees to provide timely verification of employment and OWCP coverage to the attending physician or medical facility.

ARTICLE FORTY-FOUR

DISCIPLINE AND ADVERSE ACTIONS

SECTION 1. STATEMENT OF PURPOSE AND POLICY. The Employer agrees that, prior to the taking of any disciplinary action, it will ensure that all laws, rules, and regulations are strictly adhered to, and that the employee's regulatory and statutory rights are not violated. Employees will be treated fairly, equitably and with dignity. The Parties agree that the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. The Parties agree to the concept of punitive and progressive discipline designed primarily to correct and improve employee behavior. Bargaining unit employees will not be the subject of disciplinary or adverse action without just cause. Actions will not be processed for undocumented reasons, such as unsubstantiated rumors, gossip, discriminatory factors, e.g., race, color, sex, age, religion, etc.

SECTION 2. TIMELINESS OF DISCIPLINE. If the Employer has just cause for disciplinary or adverse action, such action will be initiated timely after the offense was committed or made known to the Employer. Incidents should be addressed timely and not held in abeyance or saved up and consolidated to be used against an employee when the employee believes the matter has been settled.

SECTION 3. INVESTIGATORY INTERVIEWS

A. The Union shall have the right to interview any employee it deems necessary to investigate any disciplinary and/or adverse actions taken against a bargaining unit employee. Further, the Union shall have the right to examine and receive copies of all material/evidence, including, but not limited to the laws, rules, regulations, and table of penalties used in each disciplinary and/or adverse actions.

B. Prior to any investigation interviews, which may result in a disciplinary or adverse action or prior to the giving or signing of a statement against the employee's interest, the

employee will be notified using Appendix E, Selection/Waiver of Union Representation of their right to a Union representative. If the employee requests a representative no further action will be taken until the representative is present.

C. Brookhaven Rights for Witnesses. To protect employees' rights under section 7102 while management attempts to ascertain necessary facts:

(1) Management will inform the employee who is to be questioned of the purpose of the questioning, assure the employee that no reprisal will take place if he or she refuses, and obtain the employee's participation on a voluntary basis;

(2) The questioning must occur in a context, which is not coercive in nature;

(3) The questions must not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with the employee's statutory rights.

Appendix D, Brookhaven Rights - For Witnesses, will be given to the employee to sign stating that he has read and understands these rights.

SECTION 4. RELATED MATERIAL. All material, including, but not limited to Army Regulation, Office of Personnel Management Regulations, Public Law, Department of Defense Regulations, Corps of Engineers Regulation, etc., relied upon to support the reasons for disciplinary or adverse actions will be attached to the advance notice of the proposed action (if no proposed action notice is given, then the material will be attached to the action taken notice). Any material/evidence used in support of the action against the employee will be provided to the employee and his representative if one is designated.

SECTION 5. "SELECTION/WAIVER OF REPRESENTATION FORM"

A. Prior to any investigatory interview or interview where disciplinary action is anticipated, the supervisor and the employee will completely fill in "SELECTION/WAIVER OF REPRESENTATION FORM" (Appendix E).

B. Prior to issuing any disciplinary/adverse actions proposed/final decision against a unit employee, the employee will completely fill in the "SELECTION\WAIVER OF REPRESENTATION FORM" (Appendix E).

SECTION 6. COUNSELING. Counseling sessions conducted by supervisory and/or management officials with unit employees shall be recorded on the Supervisor/Employee Counseling Record Form and a copy provided the employee. Such actions shall be grievable or arbitrable under the terms of this Contract.

SECTION 7. NON-DUTY STATUS MISCONDUCT. In taking disciplinary/adverse action for misconduct that occurs off the job, the Employer will establish a relationship between the off-duty misconduct and the ability of the employee to perform their duties.

SECTION 8. INFORMAL INVESTIGATORY INTERVIEWS AND REPRESENTATION RIGHTS

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

B. When the Activity conducts an informal investigatory interview, the employee being interviewed will be advised of his/her right to Union representation. If Union representation is desired, no further questioning will take place until the representative is present within a reasonable period of time.

C. When all the facts have been gathered and disciplinary action appears to be in order, discipline or a proposed notice thereof, as applicable, will be given promptly to the employee in accordance with the procedures set forth in 5 CFR and this Contract. Subsequent to issuance, the employee will not be questioned further about the incident until he/she has been advised of their right to Union representation. If representation is desired, no further discussion concerning this matter will take place with the employee until the representative is present within a reasonable period of time.

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

E. A reasonable period of time will be defined under this section as 48 continuous hours from the date and time the Union was notified of the employee's request for representation.

SECTION 9. INFORMAL DISCIPLINARY ACTIONS. The employer agrees that where behavior can be corrected through closer supervision, on-the-job training, and oral admonitions or written warnings, formal disciplinary action should not be taken. Oral admonitions and written warnings, if utilized will be done in a timely manner, consistent with the specific facts and circumstances of the situation, in order to strengthen the relationship between the offending behavior and the discipline imposed. Informal disciplinary actions will be retained for a maximum period of twelve (12) months. The employee has the right to respond orally or in writing within ten (10) workdays. The Activity will consider the facts and the employee's response in determining the action to be taken. Normally, oral admonitions or written warnings should not be given during the course of discussion between a supervisor and employee where the meeting is not specifically initiated for that purpose.

SECTION 10. NOTICES OF PROPOSED ACTIONS. Should the Employer decide to take any formal adverse or disciplinary action it shall:

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

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

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

D. Inform the employee in writing of his right to respond either orally or in writing to the next higher level management official in his chain of command, or the next higher level management official taking the action within 10 (ten) work days.

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

F. Provide on the proposed letter of disciplinary action a space for the employee to sign which clearly states that his signature is acknowledging receipt only.

G. If appropriate, advise the employee if the misconduct is a problem covered by the Employee Assistance Program.

H. Advise the employee of his/her right to use duty time to review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare written or oral replies to the notice.

SECTION 11. NOTICES OF FINAL DECISION. The Employer's final decision for any formal adverse or disciplinary action shall:

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

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

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

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

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

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

G. If appropriate, advise the employee if the misconduct is a problem covered by the Employee Assistance Program.

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

SECTION 12. PROCEDURES FOR WRITTEN REPRIMAND, SUSPENSIONS, AND REMOVALS. The deciding official is the individual who makes the final decision to issue a letter of reprimand, suspension, separation, or other formal disciplinary action(s) as defined in applicable regulations. Data involving discipline over three (3) years old may be used in determining the penalty to be imposed. After carefully considering the evidence and the employee's response and any mitigating factors, the deciding official may, but is not required to:

- A. Withdraw the proposed penalty;
- B. Mitigate to a lesser penalty;
- C. Institute the proposed penalty;
- D. Offer the employee an alternate form of discipline.

In the event an unfavorable final decision is issued concerning suspensions of fifteen (15) days or more and removals, the employee shall be advised that he or she has the right to appeal the decision under the procedures identified in Section 9 of this Article. The correct MSPB address and forms, as well as the Union's addresses and phone number, shall be included in the letter. Normally, except in cases involving the allegation of discrimination, he may only use one appeal avenue.

Reprimand, which is a one-step process, will be effective on the day of receipt. The employer will provide the employee and the Union's president, his designee, copies of the disciplinary action(s) and the materials relied upon in the making of his decision. The notice will include a specific time period for retention. Consideration will be given to past disciplinary record and to the length of time worked on a yearly basis by the

employee when determining retention of disciplinary action in official personnel folders. Letters of reprimand may be removed by management from employee's official personnel folders before the specified time. Any time the letters are removed, all copies, including the ones retained by the superiors and others, will be returned to the employee via sealed mail.

SECTION 13. EXTENSIONS OF TIME. The Union or the employee's personal representative, if chosen, or the employee, if no representative is selected, may informally request and be granted a justifiable extension of time. However, it is advised that all extension requests be written on paper or sent via e-mail. The extension of time requested must clearly define the length of time (in workdays) requested, the reason for the request, the date the request is made, the name of the person to whom the request is made, both the employee's and management official's organization, and identify if the requestor is the employee or the employee's representative. If the request is made in writing, the request should either be signed if written on paper, or include a return receipt if e-mailed. The request may also be by phone or orally in person. The length of the time of the extension granted will depend on the justification. However, if the request relates to a pending request for information, the time extension granted shall not be less than five (05) workdays following the receipt of the requested information.

SECTION 14. ALTERNATE FORM OF FORMAL DISCIPLINE PROGRAM

Types of Discipline

A. Paper Suspension. Employees being considered for suspensions without pay for minor offenses may be offered a choice of either (1) having a suspension without pay imposed or (2) accepting a paper suspension with pay and voluntarily signing an agreement admitting the offense. By accepting this paper suspension, employees will remain on the job without loss of pay, but must agree to correct their misconduct and waive their grievance or appeal rights on this paper suspension. In deciding whether the employee's offense warrants use of a paper suspension, supervisors will consider whether the employee accepts responsibility for his/her acts and demonstrates a genuine willingness to correct misconduct. The agreement constitutes their paper suspension and will be filed permanently in the employee's Official Personnel Folder (OPF). Participation in the AFD is voluntary and employees may decline the offer of

paper suspension and request that traditional discipline procedures be followed, thereby retaining their grievance and appeal rights. See Appendix F for an example.

B. Creative Discipline. Supervisors have the option of offering participation in the creative discipline process when they believe they can be successful in correcting the employee's misconduct by using nontraditional means. This approach incorporates the concept used by the courts in handling misdemeanors whereby community service or special projects are assigned to employees during their "off duty time" in lieu of fines or incarceration. In deciding whether the employee's offense warrants use of a creative discipline, supervisors will consider whether the employee accepts responsibility for his/her acts and demonstrates a genuine willingness to improve. In deciding on the creative disciplinary action, both supervisors and employees are free to offer innovative alternatives to formal discipline such as community work, special projects, a combination of paper disciplinary action and actual suspensions, last chance agreements, etc. Both supervisors and employees attempt to correct the cause of the disciplinary problems and because employees are involved in determining the terms of the creative discipline, they are more likely to uphold the conditions of the agreement. When employees agree to participate in the creative discipline process, they are required to waive their grievance and appeal rights. The agreement constitutes their disciplinary action and will be filed in the OPF. Participation in the AFD is voluntary and employees may decline the offer of creative discipline and request that traditional discipline procedures be followed, thereby retaining their grievance and appeal rights. See Appendix G for an example.

C. Traditional Discipline. Management may determine that an employee has not accepted responsibility for his/her actions or that an act of misconduct is so serious that it warrants a suspension or removal action.

SECTION 15. PROCEDURES. When considering formal disciplinary action, supervisors will have the option of choosing between traditional discipline, paper suspensions, or creative discipline. Supervisors will contact their servicing Human Resources Specialist (HRS) in the Civilian Personnel Advisory Center (CPAC) for advice before discussing alternatives with their employees. In accordance with advice provided by the HR Specialist, supervisors will be equitable, fair, and consistent

in the use of AFD for similarly situated circumstances. When AFD is used, the action is taken by the immediate supervisor and no higher level review is necessary. Supervisors should consult with higher level management, however, prior to requesting AFD. The HRS is responsible for processing all disciplinary actions, including traditional discipline, paper suspensions and creative discipline. Actions processed under the AFD will be part of employees' past disciplinary records and they will be counted as a first, second, or third offense of misconduct, serving as a basis for more severe disciplinary action. Offenses that may be candidates for paper suspension include absence without leave (AWOL), failure to follow procedures to request leave, failure to comply with supervisory instructions, etc. Participation in AFD will not be offered in those cases where a specific action is required by law such as willful misuse of a Government vehicle.

SECTION 16. It is the management's option of deciding whether or not an employee will be offered the AFD. However, the employee shall be informed, in writing, as to the procedure used in making the determination. The determination of 1st, 2nd, or 3rd offense shall be provided to the employee in writing along with the regulations used for such decision.

SECTION 17. DOCUMENTATION. Supervisors are required to submit a copy of their request for AFD to the Union with the same supporting documentation required for traditional discipline. The documentation will include the race, sex, organization code and age of the employee being disciplined.

SECTION 18. THE DOUGLAS FACTORS. A number of factors are relevant for the Employer's consideration in determining the appropriateness of a penalty. These generally recognized as relevant include the following:

A. The nature and seriousness of the offense, and its relation to the employee's duties, position, and responsibilities, including whether the offense was intentional, technical, or inadvertent, or was committed maliciously or for gain, or was frequently repeated;

B. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence of the position;

C. The employee's past disciplinary record;

D. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers and dependability;

E. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;

F. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;

G. Consistency of the penalty with any applicable agency table of penalties;

H. The notoriety of the offense or its impact upon the reputation of the agency;

I. The clarity with which the employee was on notice of any rules that was violated in committing the offense, or had been warned about the conduct in question;

J. Potential for the employee's rehabilitation;

K. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

L. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

SECTION 19. CONSIDERATION OF DOUGLAS FACTORS. Not all factors listed in Section 18 are pertinent in every disciplinary case. The proposal and decision letters will inform the employee of the specific factors with an explanation of each factor considered in their case. Some will weigh in favor of the employee, some against. The deciding official must make the judgment weighing all the evidence and determine the appropriate penalty that will "improve the efficiency of the service" and correct the employee's conduct.

SECTION 20. The agency will abide by 5 CFR 752, "Adverse Actions," and this contract, when dealing with disciplinary actions that result in suspensions of 14 days or less. Should the employee file a formal grievance because of the action taken against him/her and the Union opts to take the case to arbitration, the Arbitrator will be free to determine if a preponderance of evidence has been presented by the Agency to support the action taken.

ARTICLE FORTY-FIVE

NEPOTISM

SECTION 1. Members of the same family will not be appointed, employed, promoted, or advanced in or to a position where a direct supervisory relationship exists, where favored treatment can ensue, where the job relationship increases the potential for collusion, or where such personnel action has been advocated by a member of the same family who has the authority to take or recommend such action. Members of the same family will be considered to be father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother and half sister.

SECTION 2. In connection with personnel actions, supervisory personnel are prohibited from engaging in any conduct or action that might result in, or appear to be, giving preferential treatment to any person.

SECTION 3. The fact that an employee is a relative of another employee will not of itself prevent such employee from being considered for employment in the same facility so long as the relative is not in a direct supervisory position.

ARTICLE FORTY-SIX

CHARITY, BLOOD, AND SAVINGS BOND DRIVES

SECTION 1. The Parties agree that employees are encouraged to participate in the Combined Federal Campaign (CFC), blood drives, bond campaigns, and other worthy drives. Any such participating, including contributions, by an employee, in whatever manner, shall be on a voluntary basis.

SECTION 2. All contributions shall be completely voluntary and the unit employees are not to give their pledge to their supervisor or anyone in their chain of command. A group or drive captain, who shall be of the unit, will collect the sealed pledge cards.

SECTION 3. The Employer may publicize any authorized charity drive; demonstrate support, and request participation in such programs.

SECTION 4. With respect to Section 3, the Employer agrees that the following activities are not permitted:

- A. Supervisory solicitation of employees;
- B. Supervisory inquiries about an employee's decision whether or not to participate in a campaign;
- C. Setting of 100 percent participation goals;
- D. Establishing personal goals and quotas;
- E. Providing and using contributor lists for purposes other than the routine collection and forwarding of contributions and allotments; and
- F. Developing and using lists of non-contributors.

SECTION 5. While both the Employer and the Union recognize the benefit of worthy campaigns and drives, there shall be no reprisal or discrimination against an employee who chooses not to participate or contribute.

SECTION 6. SAVINGS BONDS DRIVES. The parties agree that should the Employer participate in any saving bonds, or similar drives, the Employer may inform the unit employees of its participation, but it will not place any employee in the position of not being able to refuse to participate individually.

SECTION 7. BLOOD BANK DRIVE. The Employer agrees that should an employee desire to participate in any blood drive, the employee may be excused from work without charge to leave for the actual time required to donate blood and recuperation period, if necessary. The total time excused will not exceed four (4) hours. The employee must inform his supervisor upon his/her departure and his/her return to duty. The Employer agrees to ensure that no employee will be threatened, harassed, or placed under duress when he/she exercises the use of this recuperation time.

ARTICLE FORTY-SEVEN

INCENTIVE AWARDS

SECTION 1

A. The Parties agree that substantial benefits and enhanced productivity will accrue through an Incentive Awards Program and the Army Idea for Excellence Program, which objectively recognizes and financially rewards employee accomplishments.

1. The Union and the Employer agree to encourage employees to participate in the Army Ideas for Excellence Program.

2. The employer agrees to provide incentives and awards for employees who are honored under these programs for either their job performance or recommendations.

3. The Parties agree that recognition is an important factor in how management motivates employees to meet goals and objectives. Accordingly, the nature (honorary or monetary), the amount, and the circumstances under which awards will be given are decision reserved to management subject to the provisions of Code of Federal Regulations.

B. TYPES OF CASH AWARDS

1. Performance Awards. This award is for overall performance. It may be granted annually and is supported by the employee's annual performance rating of record.

2. Special Act/Service Awards. These are awards for individual or group contributions resulting in savings or benefits to the Government. They may be given for suggestions, inventions, or special acts or services. Awards for the special acts or services (special act awards) are based on a nonrecurring contribution either within or outside of job responsibilities, a scientific achievement, or an act of heroism. They are most commonly used to recognize an employee's (or group of employees') superior accomplishments on a particular project or assignment that has an identifiable beginning and end and an identifiable result or outcome.

3. Quality Step Increase (QSI). A QSI is an increase to base pay that may be granted to General Schedule employees who are rated Success Level 1 or equivalent.

SECTION 2. PERFORMANCE AWARDS

A. All performance awards will be given in a fair and equitable manner.

B. Within each organization, the employer will set annually guidelines for performance awards based on percentages of salary.

C. Each employee will be informed, in writing, annually on the procedures that will be used to give awards.

SECTION 3. PUBLICITY. Supervisors will present awards to recipients in meetings where all office personnel have been invited to attend.

SECTION 4. INFORMATION. Upon request, the Union shall be provided all data, statistics, budgetary information concerning the awards program that Management normally maintains, is reasonably available, and law does not prohibit the disclosure of which. This information will be given in a sanitized manner where necessary. However, the Union reserves the right to request such information grouped by age, sex, race, and union affiliation.

ARTICLE FORTY-EIGHT

PROBATIONARY/TRIAL PERIOD EMPLOYEES

SECTION 1. A probationary/trial period employee is an individual appointed as a career-conditional or career employee (or equivalent excepted service employee) under OPM authority who is serving his/her first year under current appointment. Unless specified otherwise, such employees are covered by the terms and conditions of this Agreement to the extent permitted under applicable laws, rules, and regulations.

SECTION 2. PERFORMANCE APPRAISAL. The performance of probationary/trial period employees will be evaluated using the same procedures applied to all civilian employees paid from appropriated funds.

SECTION 3. ETHICS. Probationary/trial period employees will be advised of any misconduct, either prior to appointment or during their probationary period, in employment which impacts on their status as a federal employee or the performance of assigned duties. The Employer briefs each probationary/trial employee on the Standards of Ethical Conduct for Employees of the Executive Branch. Probationary/trial period employees will be subject to the same standards as all other employees.

SECTION 4. NOTIFICATION. The parties agree that when the Employer determines that a probationary/trial period employee is to be terminated, the Employer will notify the employee in writing as to why he or she is being terminated and the effective date of the action. The notice will provide the probationer with factual information about his/her performance or conduct to make the Employer's basis for the action clear. Furthermore, it is good personnel practice to have an appropriate supervisory or personnel official discuss the basis for the Employer's action with the employee. The Employer agrees not to terminate a probationary/trial period employee without reason.

SECTION 5. CREDIT TOWARDS PROBATION. The parties agree that Federal service will be credited toward completion of the probationary period in accordance with laws and regulations.

ARTICLE FORTY-NINE

FITNESS FOR DUTY

SECTION 1. The Employer, at its option, may order or offer a medical examination (including a psychiatric evaluation) as set forth in the language of 5 C.F.R. 339.301 and 339.302. Reasons for offering or ordering an examination must be documented. The Employer shall provide unit employees with a written explanation when they are required to take a fitness-for-duty exam. Should the language in 5 C.F.R. 339.301 or 339.302 change to more than a de minimis extent, the parties agree to engage in I & I bargaining concerning the procedures and arrangements for dealing with the change.

SECTION 2. Normally, the employee shall be given at least ten (10) work days prior notice of the planned examination. Should the results of the examination indicate an adverse action will follow, the employee will be advised that he/she has the right to have a Union representative present at interviews or discussions of the pending action. A copy of the examination results and management's proposed action will be furnished to the employee and his/her designated representative, if one has been named. Privacy Act requirements will always apply.

SECTION 3. The results of the fitness-for-duty exam will be treated in accordance with the Privacy Act by both the Employer and the Union. All medical results discussions must be on a need-to-know basis and in private. Such discussions are not to be held where other employees or nonneed-to-know persons can overhear or read.

SECTION 4. Any examination results, medical records, or related documentation/information will be given only to persons involved in the determination of whether or not the employee is able to perform the duties of their position.

SECTION 5. The Employer shall pay for all examinations ordered or offered under 5 CFR Part 339, whether conducted by the agency's physician or the employee's physician. Employees must pay for a medical examination conducted by a private physician (or practitioner) where the purpose of the examination is to secure a benefit sought by the employee.

SECTION 6. If an employee wishes to claim a benefit or special treatment such as reasonable accommodations, appropriate leave approval, light duty (if non-job related), etc., he/she may be required to produce medical certification as proof of his/her claim.

SECTION 7. No employee shall be required to take a fitness-for-duty examination solely for the purpose of harassment, coercion, duress, punishment, reward, nor because of one's race, sex, color, religion, creed, etc.

SECTION 8. No employee shall be given a fitness for duty examination without just cause.

ARTICLE FIFTY

EMPLOYER INITIATED MEDICAL RETIREMENT

The Employer will only, in rare circumstances, initiate a retirement for medical reasons. In the event such action becomes necessary, it will be done in accordance with 5 CFR and other appropriate regulations and statutes.

ARTICLE FIFTY-ONE

DRUG FREE WORKPLACE

SECTION 1. The Employer and the Union agree that maintaining a drug free workplace is in the best interest of the Employer, the Union, and the employees. The testing contemplated by the drug-testing program and covered under this article of the contract involves urinalysis only. Employees have the right to union representation during the drug testing process.

SECTION 2. VOLUNTARY TESTING. Employees willing to volunteer for drug testing will complete Voluntary Drug Testing Agreement, MVK Form 2415 (Appendix H). One year after entry into the drug testing program volunteers will be dropped from the program. If an employee declines the opportunity to volunteer for the drug-testing program, the Employer will not use that decision as a basis for any action against the employee.

SECTION 3. TESTING DESIGNATED POSITIONS (TDP). The Employer will periodically review position descriptions to ensure they meet the criteria for being a TDP. Either the Union or the employee may request a review of their position descriptions to ensure they meet the criteria for being a TDP.

SECTION 4. REASONABLE SUSPICION TESTING. As cited in EP 600-1-3, USACE Drug Testing Procedures for The Army's Drug-Free Federal Workplace Program:

A. All civilian employees are subject to reasonable suspicion testing when there is a reasonable suspicion of on-duty use or on-duty impairment.

B. Civilian employees in TDPs are subject to testing when there is a reasonable suspicion that an employee uses illegal drugs, whether on or off duty.

C. The supervisor will initiate testing when there is "reasonable suspicion" of illegal drug use (i.e., an articulable belief that an employee uses illegal drugs drawn from specific

and particularized facts and reasonable inferences from those facts); mere hunches or rumors are not sufficient to initiate testing. Reasonable suspicion may be based upon:

1. Direct observation of drug use or possession and/or physical symptoms of being under the influence of an illegal drug.

2. A pattern of abnormal conduct or erratic behavior.

3. Arrest or conviction of a drug-related offense. For a non-TDP, when arrest is used as the basis for reasonable suspicion and the employee is cleared of charges, not indicted, or charges are dropped, such incident will not continue to be used as a basis for reasonable suspicion.

4. Observation of drug use or possession and/or physical symptoms of being under the influence of an illegal drug provided by a reliable and credible source or independent corroboration.

5. Newly discovered evidence that the employee has tampered with a previous drug test.

D. When a supervisor suspects an employee is using illegal drugs, the supervisor will gather information, facts, and circumstances leading to and supporting this suspicion and consult with the next higher level supervisor, the Labor Counselor and the servicing CPAC to review the evidence. The supervisor will prepare and maintain a written report to include, at a minimum, the appropriate dates and times of reported drug-related incidents; reliable/credible sources of information, including statements from sources; rationale leading to the test, findings of the test, and the action taken.

SECTION 5. CONFIDENTIALITY. Every effort will be made to maintain confidentiality throughout the entire drug-testing process.

SECTION 6. SAFE HAVEN. Discipline is not required when an employee voluntarily identifies himself or herself as a user of illegal drugs to their supervisor or other appropriate management official prior to being identified by other means, completes

counseling and/or a rehabilitation program approved by Employee Assistance Program (EAP), and thereafter refrains from illegal drug use.

SECTION 7. EMPLOYEE ASSISTANCE PROGRAM (EAP) REFERRAL).

Employees are encouraged to use the EAP resources to address any drug related issues.

SECTION 8. UNION INFORMATION. In January and July of each year the Employer shall provide to the Union President the total number of employees tested. The data should be grouped by race, gender, and bargaining unit status.

SECTION 9. FOLLOW-UP RANDOM TESTING. Follow up testing as cited in EP 600-1-3, USACE Drug Testing Procedures for The Army's Drug-Free Federal Workplace Drug Testing Program:

All DA civilian employees who have successfully completed rehabilitation and/or are enrolled in rehabilitation for illegal drug use may be subject to unannounced follow-up testing for 12 months. Follow-up testing is not to be confused with regular random testing and with rehabilitation testing which may be part of the employee's treatment plan. Supervisors of employees who are enrolled in a treatment program for illegal drug use, or who have successfully completed drug rehabilitation will consult with the CPAC and the Employee Assistance Program Provider (EAPP) to determine the frequency of unannounced follow-up drug testing, which is generally conducted for a period of one year. The supervisor will meet with the employee to issue a written notice of the requirement for follow-up testing.

The supervisor will promptly notify the District DPC and provide the information necessary to arrange for the follow-up testing. Only verified positive results obtained as a result of a follow-up test may be used to support a disciplinary or adverse action.

ARTICLE FIFTY-TWO

CHILD CARE AND ELDER CARE

The Employer and the Union will work together to investigate available resources and subsidies for childcare and elder care. Once resources and subsidies external to Employer appropriations and operating budget are identified, the Employer and Union will review the opportunities to determine further courses of action. This does not commit the employer to divert funding from current uses to support childcare and elder care or commit the employer to become a child or elder care provider, but if matching funds are required and available, the employer shall give strong consideration to providing these funds.

ARTICLE FIFTY-THREE

OFFICE OF WORKER'S COMPENSATION PROGRAM (OWCP)

SECTION 1. It is the employee's responsibility to report all job-related injuries to the supervisor as soon as possible, but not later than the end of the next duty day, regardless of how minor the injury. The supervisor or management's designee will arrange to send, escort, or have the injured employee transported to a physician or medical facility. The immediate supervisor or designee will provide the injured employee the appropriate CA forms and will assist the employee or his designee, in the event the employee is unable to function on his behalf, in completing and filing the forms. The employee has the responsibility for submitting, or arranging for the submission, of medical evidence of the disabling injury to the Employer within ten (10) workdays after claiming continuation of Pay (COP). Supervisors will promptly acknowledge receipt of an injury form submitted by an employee. The supervisor or designee will provide the employee a copy of the complete CA form and a statement of receipt.

SECTION 2. The Employer agrees to provide information to employees in regard to their rights and benefits under the Federal Employees Compensation Act through such means as handouts, brochures, and instruction sheets attached to the form CA-1, etc. When an employee becomes ill or is injured in performance of his duties, the employee will be compensated in accordance with USC Title 5, Public Law 93-416, 07 September 1974. The supervisor will advise the employee that compensation benefits can be used in lieu of sick or annual leave to include forty five (45) days continuation of pay for traumatic injuries. After the expiration of COP the employee must be in a leave without pay status to receive compensation under OWCP.

SECTION 3. An employee may elect to be placed on sick or annual leave instead of leave without pay to claim compensation. However, the employee will be advised of the cost of repurchasing that leaves if they later decide to buy back the leave. Leave without pay must be substituted for sick or annual leave upon approval of a claim before compensation is paid. The parties recognize that the Office of Workers Compensation approves or

disapproves compensation claims and the amount to be paid. The employee will be given an opportunity to elect a combination of sick leave or annual leave and leave without pay to minimize the amount of leave to be bought back, if the claim is approved.

SECTION 4. The employer will notify the union in the event of serious injury job-related illness, or death of the name of the bargaining unit employee involved.

SECTION 5. The bargaining unit employee will be permitted to review documents relating to his/her claim for compensation, which OWCP has authorized the employer to make available. The employee may be accompanied by his/her designated representative.

SECTION 6. Upon request, the employee will be allowed to review completed injury forms and will be allowed to have a union representative designated in writing to review the same.

SECTION 7. The employer agrees to provide a copy of the completed injury forms to the employee.

ARTICLE FIFTY-FOUR

ARMY IDEAS FOR EXCELLENCE PROGRAM

SECTION 1. EMPLOYEE SUGGESTION AWARDS:

A. The Parties agree to encourage employees to submit suggestions under the Army Suggestion Program. Suggestions will be considered in a fair and equitable manner and decided by persons with experience relative to the suggestion.

B. Suggestions will be processed expeditiously and, if approved, the award, if appropriate, will be processed expeditiously.

C. Rejections of employee suggestions will be written and contain the reason for the rejection. If a suggestion is later adopted, within the two-year award entitlement period, the suggestion will be reconsidered for award/compensation, if appropriate.

D. The amount of suggestion awards will be objectively determined by a fair and equitable methodology, which will permit up to, the maximum amount allowed by Government-wide regulations.

SECTION 2. SUGGESTION SUBMISSION PROCEDURE. The automated Army suggestion form is available at <https://armysuggestions.army.mil> as a link from the District Homepage. The employee must have a valid Army Knowledge Online (AKO) user ID and password in order to submit a suggestion. Manual suggestions are no longer accepted. Normally within five (5) work days, the employee will receive automated e-mail messages produced by the automated Army Suggestion Program advising the employee of the status of the suggestion.

SECTION 3. An employee may discuss prospective suggestions with his/her supervisor without the supervisor expecting or receiving credit for the suggestion, unless the suggestion is a joint venture between the two (2) individuals.

SECTION 4. The employee will be notified, via an automated e-mail message produced by the automated Army Suggestion Program, advising the employee when his/her suggestion has been accepted or rejected. The e-mail notification will contain a statement

regarding the employee's two (2) year propriety rights to the suggestion, unless the reason for rejection is that it duplicates a suggestion for which the propriety rights have not expired. An employee who is dissatisfied with the rejection of his/her suggestion may review its evaluation; however, the names of the evaluator and the responsible official will be withheld. If a suggestion is rejected, the suggestor may request reconsideration upon presentation of new and/or additional information for the Suggestion Committee's consideration. The request for reconsideration must be submitted in writing, within 60 days of the date of notification of final disposition, to the District Program Coordinator (PC).

ARTICLE FIFTY-FIVE

WAGE SURVEYS

SECTION 1. The Employer will notify the Union of the starting date of any wage survey as soon as they are informed that an official wage survey is scheduled. When an employee in the bargaining unit, and who is representing the Union, is selected to serve on the wage survey data collection team, TDY/travel procedures will be in accordance with applicable regulations and laws.

ARTICLE FIFTY SIX

AVAILABILITY OF REGULATIONS, PUBLICATIONS, POLICIES,
LAWS, INFORMATION, AND STATUTES

SECTION 1. The employer agrees to provide District Union Representatives training on use of the CIS and the MVD CD-ROM, which contains regulations, publications, policies, laws, information, and statutes.

SECTION 2. Information, not available on management maintained free access systems, will be provided to the union in hard copy, free of charge.

SECTION 3. When making a request for information concerning any action taken by management, the union will direct that request to the person(s) taking the action.

SECTION 4. The Union will make request for information from the management official it deems appropriate.

SECTION 5. The following is a model form created by the FLRA to assist agencies and unions in requests for information under section 7114(b)(4) of the Federal Service Labor Management Relations Statute.

SEE LINK BELOW FOR FORM



7: Agency Response to Union Request Model Form
model_2.html, Search in: FLRAHTML
File size: 11K, Create Date: Apr-17-98 14:46
http://www.flra.gov/gc/model_2.html

ARTICLE FIFTY-SEVEN

TELEWORK

SECTION 1. PURPOSE. This Article supplements the requirements of Section 359 of Public Law No. 106-346 (reference A) DOD Telework Policy and Vicksburg District Telework Guide, which requires this Agency to establish a policy under which eligible employees of the agency may participate in teleworking to the maximum extent possible without diminished employee performance.

SECTION 2. In implementing telework, this Article is designed to actively promote telework as a legitimate flexibility for managers and their employees throughout the MVK, and to:

- A. Promote the District as an employer of choice;
- B. Improve the recruitment and retention of high-quality employees through enhancements to employees' quality of life;
- C. Enhance the Agency's efforts to employ and accommodate people with disabilities, including employees who have temporary or continuing health problems, or who might otherwise have to retire on disability;
- D. Reduce traffic congestion and decrease energy consumption and pollution emission;
- E. Reduce office space, parking facilities, and transportation costs, including costs associated with payment of the transit subsidy; and
- F. Complement Continuity of Operations Program (COOP) plans.

SECTION 3. SCOPE. This Article applies to unit employees employed in the Headquarters and Field Offices of the Vicksburg District.

SECTION 4. DEFINITIONS.

Ad hoc telework means approved telework performed on an occasional, one-time, or irregular basis. (Telework of less than one day per pay period is considered ad hoc).

Alternative worksite means a place away from the traditional worksite that has been approved for the performance of officially assigned duties. It may be an employee's home, a telecenter, or other approved worksite including a facility established by state, local, or county governments or private sector organizations for use by teleworks.

Regular and recurring telework means an approved work schedule where eligible employees regularly work at least one day per biweekly pay period at an alternative worksite.

Telecenter means a General Services Administration (GSA) telecenter.

Telework refers to any arrangement in which an employee performs officially assigned duties at an alternative worksite on either a regular or recurring, or on an ad hoc basis (not including while on official travel).

Telework agreement means a written agreement, completed and signed by an employee and appropriate official(s) in his or her Component, that outlines the terms and conditions of the telework arrangement (example agreement at Appendix J of this Contract).

Traditional worksite refers to the location where an employee would work absent a telework arrangement.

Work at home telework means an approved arrangement whereby an employee performs his or her official duties in a specified work or office of his or her home that is suitable for the performance of official Government business.

SECTION 5. POLICY STATEMENT.

A. DETERMINING ELIGIBILITY. Positions eligible for telework are those involving tasks and work activities that are portable, do not depend on the employees being at the traditional worksite, and are conducive to supervisory oversight at the alternative worksite. Positions shall not be excluded as eligible on the basis of occupation, series, grade or supervisory status.

Tasks and functions generally suited for telework include, but are not limited to:

- (1) Thinking and writing;
- (2) Policy development;
- (3) Research;
- (4) Analysis (e.g. investigating, program analysis, policy analysis, financial analysis);
- (5) Report writing;
- (6) Telephone-intensive tasks;
- (7) Computer-oriented tasks (e.g. programming, data entry, word processing, web page design); or
- (8) Data processing

B. Positions not generally eligible for telework are those positions involving tasks that are not suitable to be performed away from the traditional worksite, including tasks that:

- (1) Require the employee to have daily face-to-face contact with the supervisor, colleagues, clients, or the general public in order to perform his or her job effectively, which cannot otherwise be achieved via email, telephone, fax or similar electronic means;
- (2) Require daily access to classified information; or
- (3) Are part of trainee or entry-level positions.

C. An employee suitable for telework is an employee whose demonstrated personal characteristics are well suited to telework, as determined by the supervisor, including, as a minimum:

- (1) Demonstrated dependability and the ability to handle responsibility;
- (2) A proven record of high personal motivation;
- (3) The ability to prioritize work effectively and utilize good time management skills; and

(4) A proven or expected minimum performance rating of "fully successful," or equivalent.

Probationary status employees generally would not be eligible for telework because probationary status periods are established to allow supervisors an opportunity to personally observe and evaluate employee performance.

D. Employee Grievances. If an employee disagrees with the reason provided by the supervisor or approving authority for not approving him or her for teleworking, or for terminating his or her telework agreement, the employee shall retain the right to follow the negotiated grievance procedures or seek redress through other avenues, but not both.

E. Requesting Telework. The first step for an employee considering any type of telework is to fill out both the Telework Agreement and safety checklist (Appendix J). He/she should ensure that their position description would allow teleworking. This can be done by accurately completing a Telework Self-Assessment form (Appendix J).

F. The DoD Computer/Electronic Accommodations Program (CAP). The DoD Computer/Electronic Accommodations Program (CAP)(<http://www.telework.gov/dodpolicy.htm>, and <http://www.telework.gov/dodguide.htm>) shall support telework by employees with disabilities in accordance with CAP policies and procedures.

SECTION 6. SECURITY AND EQUIPMENT. No classified documents (hard copies or electronic) may be taken to an employee's alternative worksite. For regular and recurring telework, sensitive unclassified material, including Privacy Act and For Official Use Only data, may only be used by teleworks provided with Government-furnished equipment. The employee is responsible for the security of all official data, protection of Government-furnished equipment and property, and carrying out the mission of the District at the alternative worksite. Government-furnished equipment must only be used for official duties and family members and friends of teleworks are not authorized to use any Government-furnished equipment.

Where the employee has been approved by the District to use their personal computers and equipment for telework on non-sensitive unclassified data, remote access software must not be loaded into employee's personal computers for official purposes. The employee is responsible for the installation, repair and maintenance of all personal computers and equipment.

The District is responsible for the maintenance of all Government-furnished equipment. The employee may be required to bring such equipment into the office for maintenance. The employee must return all Government-furnished equipment and materials to the agency at the conclusion of teleworking arrangements or at the agency's request.

SECTION 7. LIABILITY AND INJURY COMPENSATION. The Government is not liable for damages to the employee's personal or real property while the employee is working at the approved alternative worksite, except to the extent the Government is held liable by the Federal Tort Claims Act or the Military and Civilian Employees Claims Act.

The employee is covered by the Federal Employees Compensation Act (FECA) when injured or suffering from work-related illness while conducting official Government business. The employee agrees to notify his/her supervisor immediately of any accident, injury or illness that occurs at the alternative worksite while performing official duties and to complete required forms.

SECTION 8. STANDARD OF CONDUCT. The employee acknowledges that he/she continues to be bound by the Department of Defense standards of conduct while working at the alternative worksite and using Government-furnished equipment.

SECTION 9. OFFICIAL DUTY STATION. The employee's official duty station for such purposes as special salary rates, locality pay adjustments, and travel is the official duty station corresponding to that found on the most recent SF50, Notification of Personnel Action.

SECTION 10. OVERTIME. When properly approved, employees who telework may be granted either credit hours, overtime pay, or compensation time for any overtime work performed.

SECTION 11. A bargaining-unit employee who is also a Union representative may request official time for brief periods when working at home on approved telework.

ARTICLE 58

WAIVER OF CLAIMS FOR ERRONEOUS PAYMENT

Detailed regulations regarding waiver of claims for erroneous payments under the authority of 5 U.S.C. § 5584 are contained in DoD Financial Management Regulation 7000.14-R, Volume 8, Section 080306. If a determination is made that collection of this erroneous payment is against equity and good conscience and not in the best interest of the United States, then a waiver is granted. Generally, these criteria are met by finding the erroneous payment occurred through administrative error and there is no indication of fraud, misrepresentation, fault or lack of good faith on the part of the employee. Any significant unexplained increase in an employee's pay and/or allowance(s) which would require a person to make inquiry concerning the correctness of his/her pay ordinarily would preclude a waiver whether or not the employee fails to bring the matter to the attention of appropriate officials. Waiver of overpayments under this standard depends on facts existing in each particular case.

However, the Comptroller General of the United States has held that a waiver is not granted if it appears the employee had records (such as Leave and Earnings Statements) which, if reviewed, would have indicated an overpayment, and the employee failed to review such for accuracy or failed to take corrective action. Economic or financial considerations play no role in determination.

Employees must submit an individual application for each debt and the application for waiver must contain or cover the following:

1. Employee's name, address, social security number, home and work phone numbers (including area code);
2. Reason for requesting the waiver;
3. A clear, concise, signed statement supporting the employee's position regarding the debt;

4. A copy of the debt notification letter received by the employee and all substantiating documents, such as SF 50, LES, time and attendance cards that pertain to the debt; (Please note that we cannot provide these documents as they are not retained at this Payroll Office).

5. A statement detailing the employee's efforts to question the correctness of the payment;

6. Date and manner in which employee became aware of the overpayment(s);

7. A statement regarding the availability of wage/salary tables, if applicable.

Please return your completed and signed application for waiver to:

DFAS-PCPDC/DE
6760 E. IRVINGTON PL
DENVER, CO 80279-4000

Should an employee have a need to request a waiver, the agency will provide him or her with all required forms and assistance in filling them out.