

# **Collective Bargaining Agreement between the U.S. Army Corps of Engineers, Pittsburgh District, and the American Federation of Government Employees (AFGE), Local #2187**

MEMORANDUM FOR THE U.S. ARMY ENGINEER, PITTSBURGH

ENGINEER. DISTRICT. ATTN: MR. DONALD B.

FOGEL, CHIEF NEGOTIATOR 3500 GRAND AVENUE PITTSBURGH, PA 15225-1584

SUBJECT: Agreement between the U.S. Army Engineer District, Pittsburgh, PA and the American Federation of Government Employees, Local #2187 (LAIRS 064460)

The subject agreement, executed on December 7, 2011 was originally disapproved on January 5, 2012. The parties have renegotiated those disapproved provisions and executed that agreement on January 24, 2012. The revised agreement has been reviewed pursuant to 5 U.S.C. § 7114(c) and is hereby approved with the previously stated understandings in Article 16, Leave, Section 4.b and Article 22, Health and Safety, Section 7.a., that were referenced in the memorandum on January 5, 2012 and are noted again as follows:

Article 16, Leave, Section 4.b. states: "The employer will normally grant leave without pay to employees selected by the union to attend Union Conventions and Conferences." This provision is approved with the understanding that management reserves the right to approve leave to the extent that it does not adversely affect agency mission accomplishment.

Article 22, Health and Safety, Section 7.a. states in part: "[Regarding the safety advisory committee] The position of Chairperson shall alternate on an annual basis between the Employer and the, Union." This portion of the provision is approved with the understanding that a union representative serving as the chairperson shall not be involved in management's internal deliberative process involving the exercise of a management right.

The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation or published policy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to indicate:

Signed copies of the approved agreement, along with one copy of OPM Form 913B, should be forwarded as follows:

- a. One electronic copy emailed to [labor.relations@cpms.osd.mil](mailto:labor.relations@cpms.osd.mil). An electronic version of OPM Form 913B is available at [http://www.opm.gov/fom.s/pdf\\_fill/OPM913.pdf](http://www.opm.gov/fom.s/pdf_fill/OPM913.pdf).

c. One electronic copy emailed 10 the Department of the Army at:

david.a.helmer.civ@mailus.am.:.mil

If there are any questions concerning the agreement, Ms. Caryn Ostrosky can be reached on DSN 426-6301 or commercial (703) 696-6301, extension 404.

A copy of this memorandum was served on the union by certified mail on

FEB 13 2012.

PREAMBLE

In accordance with the provisions of Federal Service Labor-Management Relations Statute, 5 U.S.C. Chapter 71 (hereinafter referred to as the "Statute" or "Title VII") this agreement is made by and between the U.S. Army Engineer District, Pittsburgh, Pennsylvania, hereinafter referred to as the "Employer" and the American Federation of the Government Employees, Local #2187, hereinafter referred to as the "Union".

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereby agree as follows:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service within the meaning of Title VII; to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment; and to provide means for amicable discussion and adjustment of matters of mutual interest; recognize the public interest demands the highest standards of employee performance and implementation of modern progressive work practices to facilitate for the efficient accomplishment of the operations of the Government.

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

WHEREAS, the Parties recognize the mutual commitment to cooperation promotes both the efficiency of the Agency's operations and the well-being of its employees.

WHEREAS, the Union and Employer mutually agree to support the desire to eliminate waste, combat absenteeism, conserve materials and supplies, complete jobs on time, maintain and continue to improve the quality of workmanship, encourage the submission of improvement and cost reduction ideas, prevent accidents, promote the development of goodwill between the employees and Management, and to take positive steps to promote high morale within the unit.

WHEREAS the Parties agree the dignity of employees will be respected in the implementation and application of this Agreement as well as related personnel policies and practices;

NOW THEREFORE, the parties hereto agree as follows:

## ARTICLE 1 - MANAGEMENT RIGHTS

Section 1. Subject to Section 2 of this Article Management officials retain their authority:

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

Section 2. In an effort to assure timely, cost effective, and fair decisions, the parties agree to share relevant information and meet routinely on topics that affect both labor and Management, such as, but not limited to: outsourcing, reorganization and restructuring, budget and work methods and procedures. Prior to a final decision by Management, and to the fullest extent possible, Management shall solicit from the Union President, or his/her designee the Union's interests and ideas in an effort to reach a consensus on subjects appropriate for negotiation that are within the District Engineer's authority and all applicable laws, Executive Orders and Office of Personnel Management (OPM) regulations as implemented by the Department of the Army. (See Article 5 - Personnel Policies)

## ARTICLE 2 - UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Agency hereby recognizes the Union is the exclusive representative of all employees in the Unit, as defined in Section 2 below, and the Union recognizes the responsibility of representing the interests of all such employees with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in the Agreement.

Section 2. The Unit to which this Agreement shall apply is composed of all eligible employees in the U.S. Army Engineer District, Pittsburgh, Pennsylvania, both General Schedule (GS) and Wage Grade (WG) employees and includes permanent, seasonal, term, part-time and intermittent career and career-conditional employees. Temporary employees whether working full-time, part-time or intermittent schedules are excluded as are all professional employees and employees excluded by Section 7112 of Title VII.

Section 3. The Union is entitled to act for and to negotiate collective bargaining agreements covering all employees in the Unit except those elsewhere excluded herein, and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee membership in the Union.

Section 4. The Union shall be given the opportunity to be represented at formal discussions between Management and employees, or employee representatives, concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the Unit as set forth in Title VII.

a. At the start of each formal discussion called for by District Management, any Union representative that may be present will be afforded the opportunity to introduce him or herself. Furthermore, the District Management representative will permit the Union representative to have full participatory rights during the meeting to the extent afforded to other employees.

b. The Union and Management agree the EEO and MSPB processes are delicate in nature and generally involve the personal rights and privileges of individual employees. The union agrees to the extent that management and bargaining unit members are engaged in these processes the union will not participate in either of these processes unless one of the following conditions is met:

i. The bargaining unit employee specifically requests union representation; or

ii. Any discussions/settlements with the bargaining unit member which would affect a working condition of other unit members, or any right or privilege of any bargaining unit employee.

Management agrees and understands any settlement agreement that affects a working condition of any other bargaining unit member must be presented to and approved by the union.

Section 5. The Union shall be given the opportunity to be represented at the examination of any employee in the Unit by a representative of the Agency in connection with an investigation if:

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

b. The employee requests such representation

Section 6. The parties are in full accord with Section 7120 of Title VII, "Standards of Conduct for Labor Organizations," and with any other properly promulgated regulation there under.

Section 7. Management agrees to furnish, where available, customary and routine services which are consistent with the best interest of the Agency to effectively conduct representational duties. Training in the use of that technology shall be offered as needed. Unsealed material may be submitted to Management for faxing or mailing.

a. The Agency shall provide the Union with adequate office space at PEWARS (150 sq. ft.) for the purpose of conducting affairs dealing with administration of the bargaining agreement.

b. Management will provide the Union with one (1) desktop computer and three (3) laptop computers for the President and the designated Office Staffer(s) which will be handed-receipted to the Union President. The Union understands and acknowledges use of the computers is subject to all DoD, USACE, and District regulations. Additionally, the Union President or Office Staffer(s) is not authorized for any non-duty status use of the computers. Any non-duty time/ non-official time use of the laptop is not for official business of the Agency and is not compensable as hours of work.

c. The Union shall be provided upgrades in technology as are offered to other District office elements.

d. The union will be given access to conference rooms and auditoriums for meetings requiring that size space. The union will follow the same reservation and use procedures as all other users.

Section 8. The Employer shall provide a shortcut on the District's electronic home page linking the viewer directly to the Union site. The site can include the current Agreement between Union and Management, Union representatives, and other district forms and publications.

Section 9. Adequate space (i.e. a minimum of four (4) spaces for the posting of 8 x 11" size sheets) shall be available on official installation bulletin boards for the Union for posting of official Union material. In general, this provision contemplates the posting of such routine Union material such as the listing of Union Officers and Stewards and notices of Union meetings, elections and election results, appointments and social activities.

Section 10. Membership Recruitment Activity.

- a. During orientation of those employees who would become part of the bargaining unit, (Bargaining Unit Status Code AR3708), the Agency agrees to schedule the Union as part of the program so that they may present to new bargaining unit employees, the history, structure, role, and miscellaneous benefits offered by the Union without restrictive time constraints. The Union understands that no membership solicitation or other internal Union business can be conducted during the orientation. The Union representative conducting the orientation will be on official time.
- b. Where there are facilities they shall be made available for Union meetings and membership drives, before or after duty hours or during lunch periods if such space is not already committed. The Union will follow the same reservation and use procedures as all other users. The Union may conduct membership recruiting activity on Agency premises during off-duty work hours, subject to advance Agency approval and in accordance with all applicable laws and/or regulations.

## ARTICLE 3 - EMPLOYEE RIGHTS AND PRIVILEGES

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

Section 2. An employee in the bargaining unit may be represented at any examination of the employee by a Management official in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation. This employee's right does not apply to everyday work-related communications between supervisor and employee or issuance of disciplinary letters during which employees are not required to enter into discussions or examinations by Management.

Section 3. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction, pursuant to the separate agreement for allotments for payment of dues entered into by the Union and Employer.

Employees are permitted to cancel payroll deductions for Union dues only once a year. Employees are required by 5 USC 7115(a) to remain on dues withholding for at least one year once they enroll. Cancellation of dues is accomplished the first full pay period following January 1st. Requests to cancel payroll deduction for Union dues (OPM Standard Form 1188) must be received in the Civilian Personnel Advisory Center (CPAC) between December 1 and December 15.

CPAC shall notify the Union of all cancellations by 15 December prior to processing.

Section 4. Employees excluded from taking part in the Management of an employee group (Union) by reason of conflict of interest, may be members of the American Federation of Government Employees.

Section 5. Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer through the employee's normal chain of command and/or the Union.

Section 6. All employees shall be treated fairly and equitably in all aspects of personnel management and without regard to political affiliation, race, color, religion, national origin, gender, sexual orientation, marital status, age, or disabling condition, and with proper regard and protection of their privacy and constitutional rights.

- a. Managers and employees will deal with each other in a professional manner and with courtesy, dignity, and respect.
- b. The Agency will make every reasonable effort to conduct discussions between supervisors and employees, other than run-of-the-mill work conversations, in private.
- c. In accordance with existing statutes and regulations, employees have the right to present their personal views to Congress, the Executive Branch or other authorities without fear of penalty or reprisal.

Section 7. Employees interested in retirement planning are encouraged to contact the Army Benefits Center (ABC) - Civilian at 877-276-9287 or visit their website at [www.abc.army.mil](http://www.abc.army.mil).

## ARTICLE 4 - EMERGENCY AND WEATHER RELATED CLOSURE

Section 1. The purpose of this article is to provide procedures for emergency or adverse weather related notifications and closure of the Pittsburgh District Office(s). This article includes the District Office (Williams S. Moorhead Federal Building) and all offices/facilities where bargaining Unit members are assigned. Management and the Union recognize that each Locks and Dam and Reservoir has unique mission requirements and work schedules will be determined on a facility by facility basis taking into consideration the hazard.

Section 2. When an emergency or adverse weather condition occurs, the District Commander, or designee, will make the final decision on office closure (administrative leave), liberal leave or normal working hours. Every effort will be made to have his/her decision disseminated to employees no later than 5:00 a.m. using the following notification methods (in priority order).

- a. Reverse 911 Telephonic Notification System - District employees who have updated their telephone contact information in ENGLink, [www.english.usace.army.mil](http://www.english.usace.army.mil) will receive a call from the reverse 911 system providing emergency and /or office closure information and guidance.
  - i. All employees are required to input and update their emergency notification and phone numbers in ENGLink. This will be the sole database to pull employee phone numbers.
  - ii. Employees can request assistance with ENGLink from the Readiness Office.
- b. Pittsburgh District Adverse Weather Line - District employees can call the adverse weather line (412-395-7599 or toll free 1-888-395-7599) for a recorded message. This message will be updated promptly if changing conditions result in a changed operational status.
- c. Pittsburgh District Internet Web Site - District employees can visit the District's web site [www.lrp.usace.army.mil](http://www.lrp.usace.army.mil) for an emergency message, guidance and/or update to office closure(s).
- d. Chain of Command - All District employees are encouraged to coordinate and communicate with their supervisors when there is any question, inconsistency, or misunderstanding with respect to emergency notification and/or office closures. The technological processes referenced above do not eliminate the need for direct communication between supervisors and employees. District supervisors and employees are encouraged to share alternate contact information, such as home or mobile phone numbers, to facilitate emergency contact while out of the work place.
- e. Media - Management may also utilize local media (radio and televisions) to communicate office operation status. These messages may be general in nature (i.e. the "Federal Building is Closed") and therefore incomplete. Employees shall verify with their supervisor status of work conditions and specific guidance or use the alternatives listed above. The times and frequency of these announcements are determined by the respective media companies.

Section 3. As weather conditions may vary widely within the large commuting area in which District Office employees reside, each individual has the personal responsibility to determine whether it is safe to travel to work even if no closure or liberal leave is announced. Employees should adjust their

schedule to cope with anticipated difficult driving conditions or disruptions of public transportation. Supervisors should take into consideration adverse conditions when approving requests for leave.

Section 4. When a liberal leave policy is in effect, District Office employees taking advantage of this option must notify their supervisor as soon as possible, but no later than two hours after their normal reporting time if not previously approved.

Section 5. Supervisors may approve telework for those employees that have existing Agreements to continue executing District missions during periods of liberal leave.

Section 6. When the Commander has decided to close an office(s), all employees will be placed on administrative leave in accordance with applicable laws, rules, and regulations.

## ARTICLE 5 - CHANGES TO PERSONNEL POLICIES (I&I BARGAINING)

Section 1. In the administration of all matters covered by this agreement, Management and employees shall be governed by existing and future laws; and by existing regulations, policies and practices. The Agency shall provide the Union the opportunity to make comments on or request negotiations on Section 1a and 1b, at the Union's discretion, and within twenty-one (21) calendar days from receipt by certified mail, signed hand receipt or e-mail. If e-mail is to be used the subject line shall be clearly marked "OFFICIAL NOTIFICATION".

a. Regulations or policies resulting from changes in applicable laws or regulations issued by the Agency (U.S. Department of the Army) or higher level authority (after the effective date of this agreement); or

b. Changes in personnel policies, practices, etc., affecting working conditions deemed essential by the Agency and differing from or not covered by this bargaining agreement.

Section 2. Subject to the provisions of Article 5, Section 1 above, the following procedures will govern negotiations:

a. New ground rules may be negotiated regarding the discussion of proposed major changes or additions in law, regulation, policy or etc., occurring during the life of this agreement. For other than major changes, the ground rules in effect for the negotiation of this agreement shall be utilized except that the sections concerning: Use of Official Time and Dates and Times of Meeting shall be negotiated and the Negotiation Committee may be renegotiated. Negotiations will commence within thirty (30) calendar days after receipt by the Agency of written request by the Union. Negotiating teams shall be composed of an equal number of members which shall not exceed five (5) and not less than two (2).

b. There is no prohibition against developing informal procedures to handle discussion/negotiation of these matters at the election of the chief negotiators.

c. Employee members of the Union negotiation team shall be entitled to official time while negotiating.

d. Where the parties reach impasse, the Agency may not effect changes in otherwise negotiable personnel policies and practices and matters affecting working conditions without first providing the Union with notice of its intent to implement the changes (which changes cannot exceed the scope of the proposals advanced during prior negotiations by the Agency), so that the Union is afforded a reasonable opportunity, under the circumstances, to invoke the processes of the Federal Service Impasse Panel (FSIP). If the Panel's processes are not invoked within fifteen (15) calendar days of such notification, the Agency may affect those changes. However, once the Panel's processes are invoked within fifteen (15) calendar days of such notification, the parties must adhere to established personnel policies, practices and matters affecting working conditions, to the maximum extent possible, i.e., to the extent consistent with the necessary functioning of the District.

## ARTICLE 6 - AUTOMATED EMPLOYEE INFORMATION SYSTEMS (AEIS)

Upon request of the employee, the supervisor or CPAC shall provide guidance in accessing web based self-service sites, such as Civilian Personnel On-Line (CPOL); Army Benefits Center-Civilian (ABC-C); Thrift Savings Plan (TSP); Automated Training Management Program (ATMP); USA Staffing for creating an account and building a resume; and USA Jobs for applying for a vacancy.

## ARTICLE 7 - EFFECTIVE DATE AND DURATION OF AGREEMENT

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

Section 2. Either party may give written notice to the other not more than ninety (90) nor less than thirty (30) days prior to the expiration date, for the purpose of renegotiating this agreement. The terms of this agreement will remain in effect during the renegotiation of this agreement. When either party serves notice of intent to renegotiate in accordance with the terms of this section, the party will indicate what articles are to be renegotiated and will also indicate the subject matter of any new articles which will be proposed. The parties will meet within thirty (30) days of receipt of notice to renegotiate.

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

## ARTICLE 8 - AMENDMENT, MODIFICATION, OR RENEGOTIATION OF AGREEMENT

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

Section 2. There shall be no more than two (2) reopeners per contract year with a limit of two (2) issues per reopening by either side, except by mutual consent.

Section 3. Amendments or supplements to which the parties agree shall become effective upon approval by Department of Defense or on the thirty first (31st) day after signature by the District Engineer if approval or disapproval has not been made by Department of Defense and shall remain in full force and effect until the agreed upon expiration date.

Section 4. Upon renegotiation of this agreement, managers and stewards will receive joint training concerning the changes in and content of this agreement within 90 days of approval.

## ARTICLE 9 - MEMORANDUM OF UNDERSTANDING

This agreement shall not be construed as canceling or superseding any Memorandum of Understanding entered into by and between the Employer and the Union before the effective date hereof insofar as the provisions of such Memorandums of Understanding are not inconsistent with any provisions of this agreement. Management will provide the Union with a digital copy of Memorandums of Understanding (MOU's).

## ARTICLE 10 - OFFICE STAFFING OFFICIAL TIME

### Section 1. Union Office Staffing.

- a. The Union President and/or designee, but not both, shall be permitted a combined total of one thousand forty (1040) hours of official time each fiscal year to staff the Union office and perform other union functions in the administration of the contract and in accordance with Article 11, Section 2d. The designee shall be defined as a single Union official currently serving on the executive committee and will have the delegated authority of the Union President to act on behalf of and bind the Union. The official staffing of the Union Office shall not be paid shift differential. Requests to use official time from the bank of hours shall be approved, upon the Union's showing of a legitimate reason for the use of time from the bank, unless Management can demonstrate that due to work exigencies the representative cannot be released as requested. In those circumstances, the Employer shall indicate a specific justification in writing and specify the time and date when release can be accommodated. Bank hours cannot be carried forward from one (1) fiscal year to another.
- b. The Secretary-Treasurer of the Union shall be afforded official time not to exceed one (1) day per month, if requested, to assist the Union President in the Union Office with the administration of the contract.
- c. Requests for additional official time by the President or Secretary- Treasurer will be considered on a case-by-case basis and shall be made to the facility supervisor in accordance with Article 11, Use of Official Time by Officers and Stewards of the Union.
- d. Any requests for official time which would entail the President or Secretary-Treasurer leaving their duty station will be made through the facility (immediate) supervisor or his/her designee.
- e. All official time usage, including Union Office staffing by Union representatives, will be documented in accordance with Article 11, Section 3, Use of Official Time by Officers and Stewards of the Union.

### Section 2. Union Office Staffing by Non-Agency employees.

- a. Union members who hold a leadership position within the Union who are released, terminated, and/or discharged from government service and retain their leadership position within the union, must coordinate any visits to USACE facilities during which union business will be conducted with the facility manager or supervisor prior to the visit. The Union will be required to provide a current USACE employee and union member escort for any visit. Those individuals meeting this provision will be received as a member of the general public and are subject to all conditions of public visits. Additionally, they must comply with the security provisions of the facility. This requirement doesn't apply to visits of USACE Civil Works sites that are open to the general public as a matter of normal mission and no union business is to be conducted.
- b. Access to USACE computer systems is restricted to those individuals who possess a valid Common Access Card and have a need to access them. Access by former USACE employees is prohibited except under the following conditions: the person is accessing a public account such Army Knowledge Online (AKO) from a public or private computer at a USACE work station; or the person has been issued

a Volunteer Common Access Card in order to conduct government business. Union leadership who are at a USACE facility but not a current civilian employee of the US Army are not authorized access to US Army or USACE computer systems while conducting union business at the facility.

c. In the event a union president is elected who is not an employee of the Agency, the Union may reopen this provision of the contract automatically without utilizing the reopening clause as stipulated in Article 8, Section 2.

## ARTICLE 11 - USE OF OFFICIAL TIME BY OFFICERS AND STEWARDS OF THE UNION

Section 1. Stewards will be assigned to specific locations by the Union to insure Stewards shall be readily accessible to employees. A list of names of Officers and Stewards will be given to the Employer by the Union annually or when changes are made.

Section 2. After requesting and obtaining supervisory approval, bargaining unit members, officers and/or stewards of the Union shall be authorized official time which may include leaving their work areas/facility without charge to leave or loss of pay to bring about the prompt disposition of grievances and complaints in the accomplishment of representational duties required to administer the provisions of this agreement. The mission of the District must remain the first priority for coordinating time away from the area/facility. It is incumbent upon the bargaining unit employees, officers and/or stewards of the Union to coordinate with all appropriate supervisors.

a. Official time shall be afforded to Union officers and stewards if they are otherwise in a duty status for:

- (1) Preparation and processing of grievances, complaints, or appeals concerning disciplinary adverse actions; and
- (2) Resolution of unfair labor practice charges.
- (3) Other matters as appropriate.

b. Management shall give consideration to making changes to work schedules to facilitate the contract or to extending filing deadlines for grievances when extenuating circumstances beyond the Union's control prohibit the timely filing of such grievances. The Employer will attempt to schedule Union Officers and Stewards to permit their attendance at official Union Functions on non-duty time.

c. Management will pay travel expenses (mileage, parking & per diem) only when Management specifically requires the presence of a Union official in his/her capacity as Union representative. Union officials may request, in advance, that payment of travel expenses (mileage, parking & per diem) be authorized by Management. The decision to approve payment of travel expenses is within the sole discretion of Management and will be approved if the travel is determined to serve the convenience of the Agency or is otherwise in the primary interest of the government. When Management approves travel expenses it will pay per diem and/or overtime only in accordance with applicable laws, rules, regulations and this contract.

d. Official time will not be used to conduct internal Union business. Internal Union business is defined as "Matters relating to the structure and institution of the labor organization". Examples of internal Union business are but not limited to elections, financial status (other than the required reports to Department of Labor), internal grievances, preparation for bargaining unit member meetings and the meetings themselves.

Section 3. All Union officers and stewards must record official time spent in administering the Agreement or in other Labor-Management matters required by law and/or regulation. The following codes will be used by employees when submitting their by-weekly time for payroll.

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

These codes can be found in the Timekeeper's manual. The CPAC will monitor quarterly usage. At the end of each month, any employee using official time shall submit a CELRP Form 668, Official Time Usage Report, to the Labor Relations Specialist. The report shall have sufficient detail to permit Management to determine if the official time was used in the administration of this agreement.

Section 4. Administrative leave not to exceed two hundred and eighty (280) hours, to include travel days, in a fiscal year will normally be granted for the purpose of receiving training relating to matters of mutual concern to the Employer and to the Union. If the Union demonstrates that more than two hundred and eighty (280) hours, per fiscal year are necessary for training, Management shall give serious consideration to granting additional administrative leave.

Any time granted for staffing of a Union office shall not be counted toward the two hundred and eighty (280) hours limitation. Requests for such absences will normally be made to CPAC at least thirty (30) calendar days, but not less than fourteen calendar (14) days in advance and will include complete information and supporting documentation as to the subject matter of the training. It is understood by both parties that work site requirements will be considered when requesting/approving official time for this type of training. Any expense related to this training is not reimbursable by the government.

## ARTICLE 12 - EMPLOYMENT WITH THE UNION

Any employee elected or appointed to office in the Union, at the AFGC District 3 level or National Office, which requires a part or all of his/her time may be given leave without pay (LWOP) application and approval by the District Engineer. He/she shall not lose his/her seniority, established at the time of the absence, and shall accrue seniority subject to applicable laws and regulations. Leave without pay for the above purpose is limited to periods not in excess of one year, but may be renewed upon receipt of appropriate application by such employee and approval by the District Engineer.

## ARTICLE 13 - DISCIPLINE

Section 1. The Agency and the Union agree that the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. The parties agree to the concept of progressive discipline as provided for in law and/or regulation.

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

- a. Admonishments in the form of written or verbal counseling sessions, letters of warning or findings of liability as a result of a report of survey are not considered forms of discipline;
- b. Disciplinary actions are defined as letters of reprimand and suspensions of fourteen (14) calendar days or less;
- c. Adverse actions consist of removals, suspensions of more than fourteen (14) calendar days, reductions in pay or grade and furloughs of thirty (30) days or less except for furloughs of seasonal employees;
- d. For the purpose of this article, the definition of the word "day" means calendar day unless otherwise specified;
- e. Furlough is a non-disciplinary action placing an Employee in a temporary non-duty and non-pay status because of lack of work or funds or for other non-disciplinary reasons.
- f. Suspension means placing an employee in a temporary status without duties or pay due to employee misconduct.
- g. Removal is an involuntary separation from Federal Service which terminates the employer/employee relationship.

Section 3. Employee discipline is a Management right. Employee misconduct may be addressed by informal counseling/warning which may be verbal or written, written reprimand, suspension or removal. Supervisors should address misconduct by utilizing the least punitive action which will effectively address the employee's behavior. In addition, the Employee Assistant Program (EAP), counseling or other forms of assistance may be offered to correct the offensive behavior. It is the employee's right to challenge any disciplinary action in accordance with applicable rules, regulations, and this negotiated agreement. Supervisors shall, to the extent possible, conduct discussions regarding employee problems in private.

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

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

- a. Advance written notice (normally not less than fourteen (14) days) stating the specific reason(s) for the action;
- b. Reasonable time (normally seven (7) to ten (10) days, but in no case less than twenty-four (24) hours) to answer orally, in writing, or both; and to furnish, if desired, affidavits or other documentary evidence in support of the answer;
- c. Representation by the Union in formal discussions and in the processing of grievances resulting from such actions;
- d. After considering the employee's response, the Agency will issue a written decision. If the decision is unfavorable to the employee, the decision may be grieved in accordance with Article 17;
- e. Employees may file ONLY ONE of the following in connection with an action listed in this section:
  - (1) Grievances (files in accordance with Article 17);
  - (2) A formal written complaint under the Equal Employment opportunity (EEO) process.
- f. The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her option at such a time as the employee timely initiates one of the actions listed above.

Section 6. To the extent practicable, interviews involving employee misconduct should be done in private without the presence of other bargaining unit members/officials unless requested by the employee, pursuant to their Weingarten Rights (see Article 4, Section 2). If the employee requests Union representation, the employee or the local steward will be given the opportunity to contact Union leadership prior to commencement of the interview process.

However, the investigative process will not be delayed longer than 4 hours. This process only applies to Pittsburgh District internal investigations and does not include Department of Army Regulations or higher, (e.g. 15-6, CID, OSC, IG).

Section 7. Removal, Suspension for more than fourteen (14) days, Reduction-In- Grade, Reduction-In-Pay.

- a. An employee against whom such an action is proposed is entitled to:
  - (1) Thirty (30) days advance written notice (unless a shorter time is provided for by law or regulation), stating the specific reasons for the proposed action;
  - (2) Reasonable time (normally fifteen (15) days, unless a shorter time is provided for by law or regulation), to answer orally, in writing, or both, and to furnish, if desired, affidavits or other documentary evidence in support of the answer;
  - (3) Representation by the Union in formal discussions and in the processing of grievances and/or appeals. The Union must represent all bargaining unit members, if so requested, in processing grievances, but is not required to represent non-Union members in statutory appeals; i.e., forums or processes other than the negotiated grievance procedure.
  - (4) A written decision containing the specific reason(s) for the action, furnished as soon as practicable, including applicable appeal rights.

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

- (1) Grievances (filed in accordance with Article 17)
- (2) Merit Systems Protection Board (MSPB) Appeal; or
- (3) Formal Complaint under the Equal Employment Opportunity (EEO) process.

c. The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her option at such a time as the employee timely initiates one of the actions listed above.

Section 8. Management/Union will give serious consideration to granting extensions to response time for good and sufficient reason.

Section 9. Actions based solely on unacceptable performance will be covered under Article 33.

Section 10. Both parties recognize the importance of a workplace that is free from threats, violence, and controlled substances. Employees that violate policies and regulations concerning these issues will be subject to immediate action.

## ARTICLE 14 - HOURS OF WORK

### Section 1. General Provisions.

- a. The administrative workweek shall be seven (7) consecutive days, Sunday through Saturday. The basic workweek shall be scheduled on five (5) days, Monday through Friday, except for those employees whose services are determined by the Agency to warrant other basic workweeks.
- b. The basic workweek which consists of the scheduled days and scheduled hours (shift hours), within each scheduled day for each regular shift, are established by the Agency in accordance with applicable regulations and mission requirements. Changes in the basic workweek of a regularly established shift will be discussed in advance with the Union in accordance with 5 U.S.C. 6101, unless the mission of the Agency is seriously handicapped or cost would be substantially increased.
- c. The basic non-overtime workday shall not exceed eight (8) work hours. Core hours are 9:00 a.m. to 2:30 p.m. in accordance with Pittsburgh District policy CELRPR-690-1-17, dated 1 November 2001. Employees utilizing the alternate work schedules program will be paid overtime in accordance with applicable regulations.
- d. The occurrence of holidays shall not affect the designation of the basic workweek.
- e. Pursuant to the provisions of AR-690-990-2, supervisors may grant 10-15 minute rest periods during the first half and the last half of each workday falling within the employee's regular tour of duty.
- f. In the interest of safety, the proper care of tools and equipment and consistent with the nature of the work, the Agency may permit a reasonable period of time, prior to the end of their shift, for employees to return tools, clean up their work area and machinery and personal clean-up. Employees shall use this time allotted for the intended purpose and not as an early quit.
- g. It is agreed that employees seeking supplementary education or training will be given consideration in terms of shift changes to permit attendance.

### Section 2. Lock and Dam Operators.

- a. The projected work schedule for Lock and Dam personnel assigned to scheduled shifts shall be posted for the entire calendar year prior to January 1st. Full Time, WY-8 Lock Operator assignments to shift rotation will be determined by Service Computation Date (SCD).
- b. It is agreed that employees shall be permitted to exchange scheduled shifts providing the exchange is approved in advance by the supervisor.
- c. An employee's scheduled shift, shall be changed if the need for the change is known prior to the administrative work week in which the change will occur. In such an event, it is understood that the Agency may give preference to the rescheduling of a first shift lock and dam employee. Second and third shift employees who are required to work on previously unscheduled days and/or shifts shall be returned to their original work schedules when the situation permits. Any approved changes in the work schedule shall be confirmed orally with the affected employee(s), and the change will be posted in

writing on the schedule. However, employees are responsible to check the work schedule routinely. Employees will leave the job only when properly relieved. Proper relief of a post will take place at the Lock Operator's work station as dictated by the Lock Cycle. Relief will not occur more than 15 minutes before the posted end of shift. Personnel will not leave the work site until properly relieved and no earlier than the posted end of shift.

d. When changes must be made within the administrative work week, first shift lock and dam employee's schedule may be changed. Second and third shift employees who are required to work on previously unscheduled days and/or shifts shall be returned to their original work schedule when the situation permits and receive overtime pay for overtime hours worked during the affected administrative work week.

e. Prior to returning from sick or emergency leave, an employee must notify his/her facility in sufficient time to permit the fill-in and returning employee to be returned to their original work schedule as per CEORP Form 672.

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

g. Rotating shift employees shall be permitted the options of using annual leave, LWOP, or working a one (1) hour overlap into the 0800 to 1600 at the time of conversion to daylight savings time to maintain their eight (8) hour shift. Employees must notify their Lockmaster in writing by the Friday preceding the change as to which option they wish to select. It is agreed that the shift overlap will occur unless Management determines that manpower and/or workload requirements do not permit. Management will make a reasonable effort in accommodating such requests.

h. In reference to Fifth Leader positions, every effort will be made to schedule the fifth leader for all WY-09 lock operator absences however, some schedule conflicts may make this difficult and/or in violation to pay regulations. These will be worked out at the facility between the supervisor and affected team members. When the decision is made to use the Fifth Leader the following guidance will be used under normal circumstances.

(1) When a WY-08 (or lower lock operator), working rotating shifts is absent for leave, training, furlough etc., the fifth leader is to be scheduled to fill in for the lock operator.

(2) When a WY-09 Lock Operator working rotating shifts is absent for leave, training, etc., the fifth Leader is to be scheduled to fill in for the WY-09 lock operator.

(3) When a WY-09 and a WY-08 (or lower lock operator), working rotating shifts are absent for leave, training, furlough etc. the fifth leader will be scheduled to fill in for the WY-09 lock operator.

(4) When the fifth leader is working in place of a WY-08 (or lower lock operator) and a WY-09 lock operator becomes absent the fifth leader's schedule will be changed as soon as practical to enable the fifth leader to replace the absent WY-09 lock operator.

(5) When a permanent WY-09 lock operator position becomes vacant at a facility, the fifth leader at that location will automatically assume the vacated position and the vacant fifth leader position will be filled by lateral transfer or competitive selection.

(6) Fifth leaders are not entitled to any special consideration when overtime is assigned. The fifth leader, when scheduled for the daylight shift, will be the first used to fill in for unscheduled absences. This does not however entitle the fifth leader to all overtime required to staff the after shifts. Once the supervisor determines if staffing requirements dictate the payment of overtime they are required to equitably distribute overtime to all team members.

(7) WY-5/8 Lock and Dam Operators will generally be the employees used to fill in for shifts once the fifth leader is utilized.

### Section 3. Pittsburgh Engineer Warehouse & Repair Station (PEWARS).

#### Subsection 1. Repair Team Employees (Yard Employees).

- a. Any change in the 0730 - 1600 schedule of Repair Team employees shall be posted as far in advance as possible, unless unusual circumstances preclude advance notice.
- b. When assigning Repair Station Team employees to supplement Field Maintenance Team employees at temporary duty sites, the following procedure will be utilized in each trade group; i.e., maintenance worker, welder, machinist, etc. Permanent full-time employees in the trade group will be assigned first utilizing a Service Computation Date (SCD) seniority roster. Secondly, permanent seasonal employees in the trade group will be assigned utilizing a SCD seniority roster, and temporary employees in the trade will be assigned last utilizing a SCD seniority roster. It is understood that senior employees in each tenure group will be rotated to the bottom of the roster upon being considered for the TDY assignment.
- c. When a wage grade employee is temporarily assigned to a shift having a higher differential, the higher differential shall be paid.

#### Subsection 2. Field Maintenance and Plant Team (Repair Party)

- a. Work schedules of Field Maintenance Team employees shall be posted five (5) days in advance, unless unusual circumstances preclude advance notice.
  - b. It is agreed that employees shall be permitted to exchange scheduled shifts providing the exchange is approved in advance by the supervisor.
- C. Projects, required and, the Management, when assigning non-Fleet work, e.g. Flood Risk Management shall take into consideration the knowledge, skills, and abilities for the specific job; the goal of creating a well-rounded work force; equitable distribution of work assignments.
- d. Management will ensure, whenever possible, to assign Field Maintenance Team employees to field assignments before enlisting the aid of Repair Station employees. Repair Station employees may be scheduled or assigned field work concurrently with scheduled Repair Party field work. For unscheduled work situations, Management may assign Repair Team personnel to perform the work.
  - e. A wage grade employee regularly assigned to a night shift shall continue to receive his/her regular night shift differential during a temporary assignment to a shift having a lower or no differential. When temporarily assigned to a shift having a higher differential, the higher differential shall be paid.

#### Section 4. Lake Facilities Employees.

- a. All permanent changes to the basic schedule or established work week shall be in accordance with Section 1 of this article, specifically 1(b) Seasonal work schedule adjustments are excluded from this requirement.
- b. Any temporary schedule changes affecting employees will be made in advance of the administrative work week, unless unusual circumstances preclude advance notice.
- c. Nothing in this article will preclude management and the employees from mutually agreeing to project specific work schedules.

Section 5. General Schedule Employees (GS) - With the impact of ergonomics issues affecting productivity in the work place, employees shall be afforded the time to exercise his or her hands, eyes, head and shoulders to stand, stretch or to relax after each hour of uninterrupted operation at computer monitors. Employees experiencing problems related to these issues should advise their supervisors to allow for possible assistance of the DoD programs where applicable.

#### Section 6. Seasonal Employees.

- a. Seasonal employees will be provided their Request for Personnel Action (RPA) and Unemployment Insurance Claim Form (SF 8), prior to their furlough or unemployment. Notification of Personnel Action (SF-50) will be mailed at a later date.

#### Section 7. Alternate Work Schedules

- a. Provisions and Guidelines for Alternate Work Schedules are described in Pittsburgh District Regulation CELRP-690-1-17, Alternate Work Schedules, dated 1 November 2001. It is agreed the Union will be notified, in advance, of any changes to this regulation.
- b. Maxiflex. AFGE employees are entitled to participate in the Maxiflex Alternate Work Schedule, CELRPR 690-1-1.
  - i. If an employee utilizing the maxi-flex schedule misreports his or her time or inappropriately earns credit or compensatory time, he or she will automatically be removed from the maxiflex schedule for at least a one year period.
  - ii. When considering a request by an employee to utilize a maxiflex schedule the overall needs of the mission is paramount. Disapproval of the request is appropriate where the needs of the mission and the employee's reasons for requesting a maxiflex schedule can be generally met through the use of credit time, compensatory time, and/or travel time. If the request is denied, the supervisor will provide the employee with the reason for the denial in writing.
  - iii. Employees on maxiflex schedule are required to keep their supervisors informed with regard to the employee's intended schedule on at least a weekly basis (or more often as necessary) so that the supervisor can balance the work load of the work area and ensure that the employee has adequate work load to support the schedule.
  - iv. The Union and Management agree a Maxiflex schedule is generally not appropriate for Wage Grade employees due to mission requirements and shift schedules.

## ARTICLE 15 - OVERTIME

Section 1. Overtime assignments shall be made as the need of the work requires and every attempt shall be made to distribute overtime as fairly as possible to all employees within their job classifications at locks and dams. Overtime will be paid in no less than quarter hour increments. The Agency shall give as much advance notice as circumstances permit when assigning overtime work. All assignments and or requests of overtime work will be in compliance with applicable laws, regulations and mission requirements.

Section 2. Individual worksites may develop procedures to provide for equitable distribution of overtime. Procedures will be reviewed by appropriate staff elements prior to implementation. Such review is for the purpose of assuring compliance with law and regulation concerning overtime.

Section 3. When an employee has left the work site upon completion of his/her tour of duty and is then called back to work on the same day, he/she shall receive two (2) hours compensation at overtime rates. If the work time on the same day extends beyond two (2) hours, he/she will be compensated for the total hours of overtime work performed. When management determines that a lock operator on his/her day off must be called out to fill in at a full time lock and dam, the called out employee will generally be permitted to work the full eight (8) hours.

Section 4. The Agency shall consider all circumstances including the condition of employee's health and other personal problems when assigning overtime work to employees.

Section 5. Non-exempt GS employees covered by Title 5, Code of Federal Regulations (CFR), will be paid overtime as required by applicable law and/or regulation. However, these employees may request and be granted compensatory time. Such requests must be made in writing with the immediate supervisor prior to the timekeeper transmitting their time. Wage grade employees must be paid for overtime hours or may be granted compensatory time with prior supervisory approval.

Section 6. Compensatory time must be used by the end of the 26th pay period after it is earned or it will be paid to the employee at the overtime rate at which it was earned.

## ARTICLE 16 - LEAVE

### Section 1. Annual Leave.

- a. Annual leave shall be earned and used in accordance with all applicable laws and regulations. It is recognized the use of accrued annual leave is an absolute employee right but can be taken only with the approval of the immediate supervisor.
- b. Absences from duty of less than (1) hour and tardiness may be excused when the reasons are justifiable to the immediate supervisor.

### Section 2. Scheduling Annual Leave.

- a. The employer agrees to consider leave requests and to schedule annual leave as appropriate throughout the leave year to minimize the possibility of leave forfeiture. A copy of the approved leave schedule shall be posted in a conspicuous place for employees to monitor. Annual leave for emergency reasons shall be considered on an individual case basis. (See also Subsection 2(f) of this Article.)
- b. Annual leave will be worked out and scheduled among bargaining unit employees in their specific shops, sections, and field installations using employees Service Computation Date (SCD) order from the earliest to most recent SCD. Requests for special leave will be considered on a case by case basis.
- c. At locks and dams, the scheduling of annual leave weeks, shall be worked out between bargaining unit employees by Service Computation Date (SCD) order (from senior to most recent SCD). All posted leave is to be considered approved unless an emergency requires the changing of the schedule. If there is a desire to change how the weeks are chosen in the current leave policy, this shall be accomplished by conducting a secret ballot vote among affected employees that results with a seventy five percent (75%) majority. Changes must be effective at the beginning of the leave year. The change must stay in effect for at least one year, and SCD must be used.
- d. Management agrees that under normal circumstances at full time locks with two (2) or more operators per shift as long as there are personnel available, more than one (1) lock operator may have scheduled vacation during the same week at locks and dams.
- e. When leave has been approved, an employee shall not be permitted to change it when it affects the scheduled leave of another employee. The employer should normally approve a change in an employee's scheduled leave when another employee's leave schedule is not affected and when workload or other job related circumstances permit.
- f. When, in an emergency or due to work load requirements, the employer finds it necessary to deny leave as requested or to cancel previously approved leave the reasons for such action will be explained to the affected employee. When an employee is called to work from annual leave, the employer shall endeavor to reschedule the balance of such leave in accordance with the employee's stated preference if another employee's schedule is not adversely affected.
- g. In case of transfer of an employee from one supervisor to another, previously scheduled annual leave of such employee shall be considered for inclusion in the leave schedule. Transfers and/or new

employees will be inserted into the leave rosters for the following year by service computation date (SCD).

h. The Employer will, if it is necessary to shut down operations affecting the employment of the Unit, follow the requirements of 5 CFR 610, as applicable.

i. Any employee applying for leave which occurs on a religious holiday associated with the religious faith of the employee should normally be granted such leave, unless it causes an undue interruption to the work.

Section 3. Excused Absences - When it is necessary to administratively excuse employees, they shall be paid in accordance with applicable regulations.

Section 4. Leave Without Pay (LWOP).

a. Employees may be granted leave without pay in accordance with applicable laws and regulations.

b. The Employer will normally grant leave without pay to employees selected by the Union to attend Union Conventions and Conferences.

c. An employee on authorized leave without pay shall retain benefits and rights provided by applicable laws and regulations.

Section 5. Sick Leave.

a. Employees have the right to use sick leave to make appointments for medical, dental, surgical, and optical examinations and treatment for themselves and their family members as described in CELRP-CPAC 690-1-9, September 2003, Leave Policies and Procedures. Absence for such purpose shall normally be requested and approved at least twenty-four (24) hours in advance. Prior arrangements for such purposes shall not be required in cases of sudden illness and under emergency conditions.

b. The agency may grant sick leave only when supported by administratively acceptable evidence, which is defined as follows:

When medical documentation is required it must contain a diagnosis, prognosis and expected date of return. The documentation must contain a statement from the attending physician or other certified medical provider listing the nature of the illness, the reason for the need to be absent from work, how long the absence is expected to last, and the date the employee can be expected to return to duty. The document must be signed by the attending physician or other certified medical provider. General statements about drop by visits to a health care provider are not acceptable. General statements such as "seen by me" and/or "please excuse from work" without the information listed above is not acceptable.

c. Regardless of the duration of the absence, the agency may consider an employee's certification as to the reason for his/her absence as administratively acceptable evidence. For an absence in excess of 3 workdays, or a lesser period when determined necessary, the agency may also require an administratively acceptable medical certificate as evidence to support the absence. In the event the explanation is not acceptable due to the apparent pattern, excessive requests for unscheduled leave or other abuse indicator, Management shall advise the employee in a documented counseling session or

may take appropriate means of administrative action to correct the behavior. At this time, he/she will be notified by Leave Abuse Letter of future medical certificate requirements.

d. An employee requesting sick leave from his/her immediate supervisor or designee shall be carried in a sick leave status unless that employee is currently under the requirements of an abuse of sick leave letter. In such cases, the employee may be charged with being AWOL until his absence is acceptably explained.

e. In lieu of a medical certificate, the employee's signed statement explaining the nature of his/her illness will ordinarily be accepted, when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, because the illness does not require the services of a physician or other extenuating circumstances considered valid by the approving official. If an employee is on a Leave Abuse letter, an employee's self-certification of illness is not acceptable documentation of his/her illness and the employee will be carried in an AWOL status.

f. Management/Employees who become aware of medical information concerning other employees should take particular care to keep such information confidential.

g. Sick leave may be advanced to an employee, upon the individual's written request, not to exceed thirty (30) days at any time. Advances are subject to the employee using all available sick leave and all available annual leave in excess of the amount he/she may retain without forfeiture at the end of the leave year.

h. Employees working in areas covered by scheduled single shift operations and/or single operator/employee staffing shall normally request sick or emergency leave by calling their supervisor, prior to the start of the shift. Employees working in areas covered by operations of more than one shift requiring relief shall call the facility prior to the start of the shift, or when not possible, no later than two (2) hours after the start of the shift. It is recognized that all returns to shifts shall be in accordance with Article 14, Section 2(e), it is understood that employees will not leave the work site until properly relieved.

i. Full time employees may be granted up to one hundred and four (104) hours of sick leave during any leave year for family care or bereavement in accordance with the Family Medical Leave Act (FMLA) and/or applicable OPM regulations/guidance found at [www.opm.gov](http://www.opm.gov).

j. Family and Medical Leave Act (FMLA) allows eligible employees to take up to twelve (12) weeks of paid/unpaid, job-protected leave to: (1) care for employee's child after birth, or placement for adoption or foster care; (2) care for the employee's son, daughter, or parent who has a serious health condition; or (3) for a serious health condition that makes the employee unable to perform his/her job. Absences must be supported by medical certification issued by a Health Care Provider. Further details can be found at [www.opm.gov](http://www.opm.gov) or applicable regulations.

k. It is understood in accordance with this Agreement and Title VII of the Civil Rights Act of 1964, as amended, employees who are unable to work because of pregnancy, child birth or related medical conditions may be granted sick, annual or other leave as appropriate. In maternal cases, the employee may choose how and in what order such absence will be recorded, in accordance with FMLA. If a pregnant employee requests modification of duties or a temporary reassignment and presents medical

evidence acceptable to the Employer of the necessity therefore, the Employer shall make a reasonable effort to accommodate her request.

#### Section 6. Unscheduled Leave Request

a. Unscheduled leave is defined as leave requested less than 24 hours in advance. Employees shall follow the established policy of the Agency/Branch/Section unless specifically addressed herein for requested unscheduled leave.

b. Lock Operators requesting unscheduled sick leave shall follow procedures as outlined in Section S (h) of this article.

c. The parties recognize that only Management can approve leave for absences. Granting unscheduled leave requests will be based on employees following the calling off procedures and having provided acceptable explanations or documentation to the supervisor for the leave requested.

d. When a supervisor is unavailable to approve an employee's telephone request for leave, the employee shall provide the information necessary to permit the person taking the call to complete the Unscheduled Leave Information Sheet (ULIS-CELRP Form 672).

e. A properly completed ULIS normally shall be considered sufficient information for the supervisor to base his decision as to approval of the leave request. However, if the ULIS is incomplete, or if the supervisor has some legitimate reason, the employee may be asked to provide further information, upon return to duty. In the interim period, the employee shall be carried in a presumed approved sick leave status unless the employee is already on a leave abuse letter.

f. Prior to returning from sick or emergency leave, each employee must notify the facility in sufficient time to permit fill in and the returning employee to be returned to his/her original work schedule. This notification will not be required if the employee has already informed the facility of his/her return date during a previous call.

#### Section 7. Leave Abuse

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

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

c. Should the employee's abuse of leave continue the employee may be placed on leave restriction. The notification will be in writing and inform the employee that no request for leave will be

approved for a stated period (not to exceed six (6) months) unless supported by an administratively acceptable medical certificate. Any such written notice will describe the frequency, patterns, or circumstances which led to its issuance, and will specify the termination date of the letter.

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

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

f. Management shall take into consideration any documented reasons supporting any unscheduled leave request, prior to issuing a leave abuse letter.

g. When an employee is presented with a leave abuse letter the supervisor will articulate the reasons upon which the supervisor relied in determining that a leave abuse letter was/is warranted.

## ARTICLE 17 - RESOLUTION OF GRIEVANCES AND DISPUTES

Section 1. The Employer and the Union recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good Management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

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

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

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

- a. Any claimed violation of Subchapter III, Chapter 73, Title 5, United States Code;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532, Title 5, United States Code;
- d. Any examination, certification, or appointment;
- e. The classification of any position which does not result in the reduction of grade or;
- f. Separation of any employee during the probationary period;
- g. Non-selection from a group of properly ranked and rated candidates for promotion;
- h. Non-adoption of suggestions or disapproval of honorary or discretionary awards;
- i. Termination of a temporary promotion;
- j. Individual employee complaints for which no form of personal relief to the employee is sought;
- k. Complaints pertaining to matters excluded from Management's obligation to consult or confer with the Union.

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

- a. Action based upon unsatisfactory performance (5 U.S.C. Section 4303);
- b. Adverse actions (5 U.S.C. Section 7512);

- c. Discrimination (5 U.S.C. Section 2302 (b) (1))
- d. If you feel you have been discriminated against for marital status or political affiliation.

An employee shall be deemed to have exercised his/her option under this section when he or she timely initiates an action under the applicable statutory procedure or he/she files a timely grievance in writing under the negotiated grievance procedure, whichever occurs first. Equal Employment Opportunity (EEO) related grievances shall be considered timely if:

- (1) The grievance is filed in writing within fourteen (14) days after the employee receives their letter of Aggrieved Person's Rights and Responsibilities giving the avenues of redress for the complaint; or
- (2) The grievance is filed in accordance with Section 6 of this article, whichever period is longer.

Nothing in this agreement shall constitute a waiver of any further appeal or review rights under any statute.

Section 5. A grievance may be presented by an employee(s) without the approval of or representation by the Union. The Union office AFGE2187@usace.army.mil shall receive a notice of the grievance, answers, and settlements. However, when an employee presents his/her own grievance, the Union shall be given the opportunity to be represented at all formal discussions between the employee and Management and to be present at the adjustment of the grievance. Moreover, the adjustment may not be inconsistent with the terms of this agreement.

Section 6. Grievances under this agreement shall be processed in the following manner and employees may be represented by a Union representative or a representative approved in writing by the Union, in the presentation of a grievance provided such representation does not require payment of overtime to any employee. Where so represented, the aggrieved employee may request his/her representative to act as spokesperson. Additionally, all grievance correspondence will be sent to the CPAC Labor Relations Specialist. The grievance procedure follows:

Step 1. Within twenty-one (21) calendar days after the occurrence, an e-mail/memorandum defining the grievance shall be sent to the immediate supervisor and/or Branch Chief if applicable. A meeting if agreed to by mutual consent should be scheduled as soon as possible to resolve the issue. The results of the meeting will be documented in an e-mail by management to the Union within five (5) working days. If no meeting is held, the first step grievance official will issue a decision within fourteen calendar days from receipt of the grievance. All grievances concerning disciplinary actions shall be filed one supervisory level above the deciding official. The grievance official will give his/her decision in writing within fourteen (14) calendar days.

Step 2. If the employee is not satisfied with the decision of the supervisor, he/she may appeal to the Division/Office Chief. This appeal must be in writing and submitted within fourteen (14) calendar days after receipt of the Step 1 decision. A meeting if agreed to by mutual consent should be scheduled as soon as possible to resolve the issue. A written decision shall be furnished to the employee within fourteen (14) calendar days after receipt of the grievance.

Step 3. If satisfactory agreement is not reached at one of the preceding steps, the grievance will be referred in writing within fourteen (14) calendar days from the receipt of the decision at Step 2, to the

District Engineer or designee by the Union or by the employee(s) presenting his/her own grievance for a written decision within twenty-eight (28) calendar days from the date the District Engineer or designee receives the grievance.

The District Engineer or designee will delay making decisions on issues beyond his/her administrative discretion, until a ruling/explanation can be received from the authority promulgating the policy/regulation under which the grievance is being raised. If, however, the District Engineer or designee has not received an answer prior to the expiration of twenty-eight (28) days, an extension may be granted by the Union President for an additional fourteen (14) calendar days. The request for extension shall be made in writing to the Union President three (3) working days prior to the twenty-eighth (28th) day.

Step 4. If a satisfactory agreement is not reached, the Union, as the representative of the employee, may submit a request for binding arbitration in accordance with Article 18 of this agreement.

#### Section 7.

a. A Management grievance may be initiated in writing by the District Engineer or designee and presented to the Union President or office staffer within twenty-one (21) calendar days of the action or condition giving rise to the grievance. Decisions by the Union President or designee shall be rendered in writing within twenty-eight (28) calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by Management.

b. Where the Union believes that the District Engineer is the lowest level of authority to address/resolve an issue the Union President may initiate a grievance in writing directly to the District Engineer within twenty-one (21) calendar days of the action or condition giving rise to the grievance. Decisions by the District Engineer or his designee shall be rendered in writing within twenty-eight (28) calendar days following receipt of the grievance. If the Union is unsatisfied with the response the Union may invoke arbitration in accordance with the terms of this contract. The intent of this section is not to circumvent the normal grievance procedure.

#### Section 8. Time Limits and Notice

a. Time limits specified in this article may be extended by mutual consent.

b. Failure to respond to a grievance as required by this procedure shall give the grieving party the right to advance the grievance to the next appropriate step.

c. Failure to advance the grievance by the grievant in a timely manner may be grounds for dismissal.

d. Any notice or filing required under this Article is considered effective when received by either party via:

i. certified mail, return receipt requested when signed for by the other party;

ii. hand delivery when received by the other party in person; or

iii. email grievances/responses at any step are considered served on the other party within two working days of the date sent;

iv. grievances or disputes resulting from continuing conditions may be presented at any time.

## ARTICLE 18 - ARBITRATION

Section 1. Arbitration shall be available under this agreement only with respect to a grievance or dispute within the scope of the negotiated procedure which is not settled to the satisfaction of either party at the final stage of the grievance/dispute procedure set forth in Article 17 of this agreement.

Arbitration may be invoked only by the Employer or the Union.

Section 2. If either party desires to submit such grievance or dispute to arbitration it shall, within thirty (30) calendar days after receipt of the final decision, notify the other party in writing of such desire and set forth in such notice a statement of the issues it wishes to present to arbitration and the remedy sought.

Section 3. Within seven (7) calendar days after receipt of such notice the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators.

The parties shall meet within seven (7) calendar days after the receipt of such list to agree upon one of the listed arbitrators. If the parties cannot mutually agree on one of the listed arbitrators, the parties will alternately strike one name from the list until one name remains. A coin flip will determine who will strike names first. The remaining named person shall be the duly selected arbitrator.

Section 4. The arbitrator's fees and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. Fees to be paid by the Employer shall be governed by existing regulations. The arbitration hearing shall be conducted, if possible, on the Employer's premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status.

Section 5. The arbitrator will be requested to render his/her decision as quickly as possible.

Section 6. The arbitration award shall be binding on the parties. Either party may file exceptions to the award with the Federal Labor Relations Authority (FLRA) pursuant to applicable regulations.

Section 7. Questions as to the grievability/arbitrability of any grievance submitted to arbitration pursuant to this agreement shall be presented as issues for the arbitrator's determination subject to such review as may be provided by competent authority in accordance with applicable law or regulation.

Section 8. Either party may request the services of a court reporter for any arbitration hearing. The party requesting the court reporter shall be responsible for all costs and fees associated with the appearance and transcript preparation and all costs for the original transcript and one copy for the arbitrator.

If the party not requesting the court reporter desires a copy they are responsible for obtaining a copy of the transcript from the court reporter.

ARTICLE 19 - MAINTENANCE OF STANDARDS

Nothing in this Agreement is to alter or supersede existing employee- management practices and relations within the U.S. Army Engineer District, Pittsburgh, except as specifically provided herein.

## ARTICLE 20 - TRAINING AND CAREER DEVELOPMENT

Section 1. The training and development of employees is important in carrying out the mission of the Agency. The Agency is responsible for ensuring that all employees receive the training and development necessary for improvement of the workforce.

Section 2. Employee training and development will be administered in accordance with all applicable laws, rules, regulations, and the provisions of this agreement.

a. Employees may be granted variations within the normal workweek including leave without pay and absence without charge to leave for training when the primary objective of the training is to improve the employees' general skills, knowledge, and abilities, or career growth. The Pittsburgh District shall, to the maximum extent practical, ensure the scheduling of training and education (over which the District has administrative control) so that it occurs during the normal workweek, including travel to and from training.

b. Either employees or managers may initiate discussion of individual training needs. Such discussions may or may not be linked to an Individual Development Plan (IDP).

Section 3. Training information is available on the District intranet website under the Employee Resources menu (ATMP, AKO, CPAC and PROSPECT courses at <http://pdsc.usace.army.mil>). The supervisor will review training with employees during performance review sessions.

a. Training nominations and/or approval will be based on the potential use of the training to improve organizational, individual performance, budgetary constraints, mission requirements and other criteria established by applicable law, rule, regulation, and the provisions of this Agreement. Nomination and selection for training and career development programs and courses will be made in a fair, equitable and non-discriminatory manner.

b. All approved and completed training, including any record of training and educational achievements completed outside the Agency which employees furnish to the Agency will be included in the employee's IDP.

Section 4. Each employee will be entitled to establish an Individual Development Plan (IDP).

An IDP is a flexible document jointly and voluntarily developed between supervisor or other Agency-designated management official and employee to be used as a roadmap for the employee's professional and career development. The primary emphasis of the plans will be, first to address the competencies (or knowledge, skills, and abilities) needed by the employee in his/her current position; second, to prepare employees for new career opportunities; and third, to address the competencies needed for advancement to the journeyman level.

## ARTICLE 21 - TOOLS AND EQUIPMENT

Section 1. The Employer will assure access to available tools, equipment and technology necessary for the performance of associated duties. The Union agrees to assist the Employer in efforts to reduce costs by encouraging employees to observe proper procedures for the care and maintenance of tools and equipment. Adequate transportation will be provided for employees use at the work sites.

Section 2. The Employer shall provide adequate locker facilities for all field employees consistent with space and procurement limitations.

## ARTICLE 22 - HEALTH AND SAFETY

### Section 1. General

- a. The Pittsburgh District and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries and health hazards in all areas under the employer's control and all other applicable work sites.
- b. The District shall, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions shall be determined by the application of Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1), in accordance with the District Violence in the Workplace Policies, the District's Project Physical Security Plans, and all other applicable safety and health codes. The Union and Employer agree that all mandatory safety program training material shall be reviewed and updated as needed.
- c. If the Threat Management Team is activated the Union Office will be notified within 24 hours.
- d. All employees of the Pittsburgh District shall comply with Agency policies and directives relative to the safety and health program and to use personal protective equipment and safety equipment provided by the Agency.

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

- a. Management has an obligation to ensure that a positive safety environment exists and further guarantees all employees with the right to officially report without fear of retaliation, unsafe or unhealthful working conditions, acts, or equipment and to participate in Agency occupational safety and health programs. An Activity Hazard Analysis (AHA) shall be written or reviewed prior to undertaking of other than routine tasks by the employees and approved by the supervisor. This shall occur before the beginning each work activity involving a type of work presenting hazards not experienced in previous project operations or where a new work crew is to perform the work.
- b. Employees shall be alert to possible safety hazards at their work locations and shall correct or secure such hazards if possible. All such hazards shall be brought to the attention of the person in charge. If the hazard cannot be corrected or secured the person in charge shall do the following;
  - (1) An Activity Hazard Analysis (AHA) shall be developed/or modified and forwarded on to the following shifts by the person in charge.
  - (2) If a conflict over a safety hazard or issue arises the Union steward or his/her designee shall be asked to intervene to ensure that the matter is corrected with the help of the person in charge. If a conflict still exists over the hazard go to step 3 below.
  - (3) If the first line supervisor or designee cannot settle the issue he/she shall immediately contact the second line supervisor or designee for assistance. If within reasonable time from notification the issue or hazard is not corrected or settled, the Steward may refer the situation to the District Safety Officer through Union channels.

### Section 3. Safety and Health Representatives.

- a. The Union steward shall be the safety representative at each field location and the floating plant. The Facility Safety representative or his/her designated alternate will accompany the District Safety Officer on all scheduled safety inspections. One of these designees will be present at facility accident investigations.
- b. Each designated onsite Facility safety representative shall receive appropriate health and safety training.

### Section 4. Inspections.

- a. Agency inspections will be conducted within twenty-four (24) hours for employee reports of imminent danger conditions, within three (3) working days for potentially serious conditions and within twenty (20) working days for other than serious safety and health conditions. However, an inspection may not be necessary if, through normal Management action and with prompt notification to employees and safety and health committees, the hazardous condition(s) identified can be abated immediately.
- b. An employee submitting a report of unsafe or unhealthful conditions shall be notified in writing within fifteen (15) days if the official receiving the report determines there are not reasonable grounds to believe such a hazard exists and does not plan to make an inspection based on such report. A copy of each such notification shall be provided by the Agency to the appropriate certified safety and health committee, where established under Executive Order 12196.
- c. The Union office shall be provided a copy of all annual occupational safety and health inspection reports.

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

- a. The employer shall ensure the prompt abatement of unsafe or unhealthy working conditions.
- b. An abatement plan shall be prepared if the abatement of an unsafe or unhealthy working condition shall not be possible within thirty (30) calendar days.
- c. Such plan shall contain an explanation of the circumstances of the delay in abatement, a proposed timetable for the abatement, and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working condition.
- d. All immunizations including Hepatitis shot series shall be provided to all employees exposed to a potential hazard in accordance with appropriate District regulations.

### Section 6. Protective Equipment.

- a. The Union and Management both recognize the necessity of a safe work environment. When hazards cannot be effectively removed or "engineered" out of the work environment the Employer has a responsibility to provide safety equipment and personal protective equipment (PPE), and to identify the environments that the PPE must be used. Likewise the employees have a responsibility to properly use the PPE provided by the employer and to be alert for work environments not previously identified in which PPE should be used.

b. In work environments in which the safety hazards cannot be effectively or economically eliminated the employer shall provide PPE to employees in accordance with guidance provided by EM-385-1-1, ER-385-1-91 and established construction and industry standards. When PPE has been permanently issued to an employee, it is their responsibility to take proper care of the PPE to assure cleanliness for a continued normal service life. The employer shall be responsible to replace all items of PPE, which are worn or damaged to a condition in which the PPE no longer provides the required level of intended service or protection. For the replacement of permanently issued PPE, the employee will provide the employer suitable evidence that the PPE to be replaced is worn or damaged to a condition that warrants its replacement.

(1) Foot Protection - The employer will provide foot protection to employees who work in areas that have been identified for known foot hazards or where the unique work environment may damage the safety shoes issued to employees.

(a) Safety Shoes - The employer will provide funding within established District Policy for employees to purchase foot protection in the form of safety toed or steel toed shoes for those employees working in environments where foot hazards and foot protection has been identified. The employee may purchase the safety shoes using the means provided within the Agency or independently, outside the Agency.

(b) Rubber Boots - The employer will provide rubber boots to employees working in wet or muddy environments. These conditions would include but are not limited to dewater valve and gate culverts, dewatered lock chambers, utility cross over tunnels, gate sluices, etc.

(c) Metatarsal Protection - The employer will provide metatarsal protection to employees using pavement breakers, pneumatic rock drills, etc.

(2) Eye Protection - The employer will either provide safety glasses or provide funding (within District Policy limits) for the purchase of safety glasses having corrective lenses, over goggles, or burning goggles to employees who are exposed to eye hazards. The employer shall replace these glasses when the employee has shown evidence that the worn or damaged condition of the glasses no longer provide the degree of protection required or, as applicable, if lens prescription changes. Employees are responsible to obtain at their own expense lens prescriptions if corrective safety glasses are required.

(3) Face Protection - The employer will provide face shields with appropriate shielding or lens tinting for hazardous situations where normal safety glasses do not provide adequate eye protection, i.e. Welding masks, face shields, etc. The employer shall require the use of the additional protection cover goggles or face shields in such operations as, but not limited to grinding, burning, drilling, chipping, and concrete breaking.

(4) Head Protection - The employer will provide hard hats and helmet liners to employees who are required to work in environments where overhead hazards or hazards from falling objects exist.

(5) Hand Protection - The employer will provide suitable hand protection in the form of work gloves (leather, rubber, cloth, etc.), glove liners, welding/burning gloves, high temperature gloves, etc., when employees are required to work under conditions that have been identified as requiring PPE for hand protection.

(6) Personal Floatation Devices (PFDs) - The employer will provide personal flotation work vests or jackets (PFDs) to employees when they are required to work in environments that the employer has identified as having drowning hazards.

(7) Hearing Protection - The employer will provide suitable hearing protection for employees when they are exposed to work environments having noise levels that exceed established safe thresholds. Employees are responsible for proper hygienic protection when using hearing protective devices such as earplugs and earmuffs. The employee shall be required to wear multiple levels of hearing protection when noise levels exceed the protection level of one protective device.

(8) Respiratory Protection - The employer will provide the proper respiratory protective device and respirator fit test for employees who are required to work in an environment with known respiratory hazards. The employee shall assure that facial hair does not prevent their use of required respiratory protection.

(9) Protective Clothing - In situation of extreme dirty work, or exposure to molten metals, extreme heat, water leakage, chemicals or abrasives, the employer will provide protective clothing to the employee. Protective clothing shall include but not be limited to welders' sleeves, foul weather gear, coveralls, bibs, helmet liners, etc.

c. The Employer shall be responsible to assure that employees who are required to use PPE have received training in the proper use of that equipment. All cost of such training shall be at the expense of the employer.

#### Section 7. Safety Committee

a. A safety advisory committee of six (6) members, three from the Agency and three (3) from the Union shall be established. The position of Chairperson shall alternate on an annual basis between the Employer and the Union.

Meetings shall be held as needed at a mutually agreed upon location.

b. It is a mutual understanding of the parties that the role and responsibilities of the safety committee are as follows:

(1) Opportunity to comment on and/or develop District wide safety programs and policies for approval by the District Commander.

(2) Identify program needs.

(3) Review safety data in the form of summaries for trends.

(4) Evaluate implementation of policies and programs.

(5) Resolve any safety issues presented to the committee.

c. Members shall be notified in advance by the Chairperson of meetings and request issues to be raised at the meeting. An agenda shall be distributed to members in advance of the meeting.

Meeting notes shall be posted in a Safety Committee e-mail folder.

## ARTICLE 23 - WAGE SURVEYS

The Union shall be notified by the Employer promptly upon release or availability of an official announcement relating to the tentative or actual start date of any type wage survey that involves employees in the Unit.

## ARTICLE 24 - TRAVEL AND PER DIEM

Section 1. Travel costs are a large part of the District's budget and have a significant impact on the cost of doing business. It is incumbent upon all employees and managers to ensure all travel orders and travel vouchers are prepared in accordance with existing regulations and rules.

Section 2. It is the duty of all employees to be good stewards of taxpayer dollars. Every employee should travel with the best interest of the government and taxpayer dollars in mind. Travel vouchers are for reimbursement of legitimate travel expenses and per diem and are paid only in accordance with applicable regulations and rules.

Section 3. All bargaining unit employees of Local 2187, shall be paid the per diem prescribed by the Joint Travel Regulation, Volume 2, Chapter 4, Part B, or other applicable rules or regulations.

Section 4. In an attempt to get travelers advances on or before the start of a TOY job, travel orders shall be submitted at least five (5) days in advance unless urgent or unusual situations prevent it. Upon request of the traveler and consistent with the JTR, travel advances will be issued to travelers who do not have a government travel card. Management will endorse requested travel advances consistent with the JTR. If a traveler has an outstanding travel debt or payroll deduction for that debt an advance will not be given until the debt is fully satisfied.

Section 5. The parties understand that in order for employees to be entitled to per diem when traveling outside the permanent duty station area the employee must be in a travel status for more than twelve (12) hours (portal to portal).

a. TOY sites will be based on District Travel Policy, CELRP Supplement 1 to CEORDR 55-1-1 dated August 2000 or the latest revision of this policy. The Agency will not change this policy without notice and negotiations with the Union (I&I).

b. Employees who travel more than one and one half (1 ½) hours as verified by a commercially available travel site will be permitted to take a rest period up to one half (1/2) hour during the travel to and from the TOY, in addition to their normal travel time.

c. If a dispute arises over the traveler's stated travel time and/or distance, the District will compare the employees stated travel with one of several on-line travel services such as Google Maps or MapQuest. Exceptions will be considered on a case by case basis and documented on the travel voucher in the remarks section.

Section 6. Travelers are required to prepare and submit their vouchers in accordance with Joint Travel Regulations, Volume 2, Chapter, 5 Paragraph C5001. The JTR requires that travelers file a claim within five (5) working days after returning from a trip. When TOY is over 45 days, the employee must file a claim every 30 days. Employees will fill out only updated versions of the Travel Voucher or Sub-voucher 001321-2 (No blocks for travel time provided). However, travel time must be noted on all vouchers where per diem is being claimed.

Section 7. The parties agree that timely reimbursement for travel is necessary for the maintenance of morale. Management agrees to review, approve and forward correctly prepared vouchers to the

Servicing Finance Center, normally within five (5) workdays after receipt. If an employee has not received reimbursement after twelve (12) workdays from the date his/her voucher was forwarded to the Servicing Finance Center the employee may contact his/her supervisor or steward who will request follow-up. District Financial Officer will request late fee payment and/or accumulated interest from the UFC for vouchers not paid within 30 days in accordance with applicable laws, rules and regulations. Reference (Federal Travel Regulation) FTR 301, the designated approving official is at the USACE Finance Center (UFC).

Section 8. Compensation for Time Spent in Travel. (Reference 5 CFR 550.112)

- a. For the purposes of this article, the terms "official duty station" and "official worksite" are both defined to mean an area within the boundaries established of the city, town, or other area to which the employee normally reports to work.
- b. Time spent in travel will be considered hours of work in accordance with the Fair Labor Standards Act (FLSA) and thus compensable, if:
  - i. The employee is required to travel during regular working hours;
  - ii. The employee is required to drive a vehicle or perform other work while traveling;
  - iii. The employee is required to travel as a passenger on a one-day assignment away from the official duty station; or
  - iv. The employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on nonworking days that correspond to the employee's regular working hours.

Section 9. Compensatory Time for Travel. The Agency shall credit an employee, on an hour-for-hour basis, in increments of 15 minutes, with compensatory time off for time in a travel status (See 5 CFR Section 550.1404 et.seq.) if:

- a. The employee is required to travel away from the official duty station; and
- b. The travel time is not otherwise compensable hours of work.

Section 10. Employees must file requests for credit of compensatory time off for travel within the current pay period and attached to the current timesheet by submitting a District approved "Compensatory Time for Travel" claim form in support of the request. If not submitted within the time, the Agency may deny the request for credit of compensatory time off, unless the employee can show good cause for the delay. The Agency will authorize use of compensatory time off for travel and will track and manage compensatory time off for travel separately from other forms of compensatory time off.

Section 11. The employee must use accrued compensatory time off for travel by the end of the 26th pay period after the pay period during which it was credited. If an employee fails to use the compensatory time off within 26 pay periods after it was credited, he or she will forfeit such compensatory time off for travel.

Section 12. If the employee was unable to use the compensatory time off for travel due to uniform services or an on the job injury with entitlement to injury compensation or because of exigency of service beyond the employee's control the head of the Agency may extend the time for up to an additional 26 weeks. (See 5 CFR Section 550.1407.)

Section 13. When an employee cannot obtain a Government Travel Card (GTC) because of lack of credit history or unsatisfactory credit history the employee's travel may be paid or funded through other suitable alternative methods available to the Agency. Such alternative methods may include Centrally Billed Accounts, or travel advances if appropriate for the circumstances presented. Travel advances or other alternatives may not be acceptable for emergency deployments (e.g. Power Team) due to the shortened lead times for departure. In addition, all employees who do not have a GTC, must agree in writing (email) that they will incur and pay all necessary travel expenses upfront and will be reimbursed on subsequent travel vouchers unless advance travel pay is, requested, authorized and is achievable within mission time frames and constraints. Where appropriate for the circumstances and in accordance with applicable regulations the District will purchase the airline ticket(s) for the traveler.

Section 14. Not having a Government Travel Card will not affect an employee's eligibility to deploy.

## ARTICLE 25 - REDUCTION IN FORCE

Section 1. Reductions in Force (RIF) shall be conducted in accordance with regulations in force at the time the RIF is conducted.

Section 2. Prior to formally requesting RIF authority the Employer shall inform the Union officially by letter to the President that a RIF is necessary and the reasons therefore. The Union shall have the opportunity to discuss the reasons and address any options which might be available to reduce the impact of the RIF. The Union shall be provided the opportunity to attend any informational meetings between the CPAC and the District. These will not include internal Management discussions.

Section 3. When it has been announced that a RIF is necessary, the Employer shall publish a bulletin informing employees of RIF procedures and the rights of employees affected by the RIF.

Section 4. After a RIF is announced the Employer shall identify employees who are eligible to retire and provide them retirement counseling if desired.

Section 5. Prior to a RIF the Pittsburgh District may waive OPM's qualifications standards and requirements for the position, except for a minimum education requirement as permitted by regulations in force at the time of the RIF. To invoke this waiver provision, the District must determine that the employee has the capacity, adaptability, and special skills needed to satisfactorily perform the duties and responsibilities of the position. The District may not use this waiver to assign an employee to a position with a higher representative rate than the rate of the current position held.

Section 6. When an employee receives a RIF notice, he/she shall be permitted to view the retention list upon which his/her name appears and the records which serve as a basis for the foregoing registers. An employee so affected shall have the right to the assistance of the Union when checking such lists or records. (See Article 29, Examination of Personnel Files.)

Section 7. Employees who are separated from Federal Service or changed to a lower grade shall be registered in the Priority Placement Program in accordance with applicable regulations.

Section 8. It is recognized that furloughs of less than thirty (30) days may be considered as an option to a RIF situation. A furlough of less than 30 days is a non-disciplinary adverse action and is outlined in Article 13, Section 2(c) Management will first attempt to accomplish this by using voluntary layoffs.

Section 9. The Union has the right to grieve the non-disciplinary placement actions caused by a RIF.

## ARTICLE 26 - MERIT PROMOTION AND PLACEMENT

Section 1. Opportunities for Merit Promotion and Placement will be provided through applicable laws and regulations.

Section 2. Employees can access vacancy announcements thru the internet at the Office of Personnel Management (OPM) website [www.opm.gov](http://www.opm.gov).

Section 3. It is the responsibility of the employee to create an account on the USAJOBS website. Employees may create up to five different resumes per email address, tailoring the resume to a specific vacancy announcement. Employees must attach documents to their application such as a DD214, Military Discharge; transcripts, certificates, or licenses; SF-15, application for 10 point veteran's preference, etc. Employees who are unable to apply online for a current vacancy may fax their documentation to the number identified on the vacancy announcement prior to the closing date of the announcement. In addition to the resume, all employees must complete the occupational questionnaire which is part of the application process and is identified on the vacancy announcement through a web link. Questions or assistance concerning this process may be directed to the Pittsburgh District Civilian Personnel Advisory Center (CPAC).

Section 4. Upon written request to the CPAC from the candidate, after the closing date of the announcement, the CPAC in accordance with applicable Privacy, and Freedom of Information Act Laws may provide information to the employee as to why they were not referred or deemed not qualified for the position. Questions concerning the selection or non-selection from an issued referral list should be directed to the selecting official.

Section 5. Vacancy announcements are emailed to the Public Affairs Office for posting on the District's web site. Vacancy announcements for bargaining unit positions will be open for a minimum of fourteen (14) days; shorter time frames are based on coordination/concurrence with management and Union officials.

Employees cannot apply for a position that is closed. Management will notify applicants via email or verbally of selection or non-selection.

Section 6. Employees who have an established account with USAJOBS and have a valid email address will automatically receive notification via email indicating they have successfully applied for a position. Email Notification of Result (NOR) after an employee has applied for a job is sent to the applicant by the HR Specialist indicating eligibility for the position. Employees also receive NOR regarding final status of referral after the supervisor returns the referral list and identified selectee is offered and accepts the position.

Section 7. Upon receipt of the referral list, managers review and tier applicants into groupings of Tier 1, Tier 2, or Tier 3. Consistent with good management practice, the supervisors may interview only Tier 1 applicants; however, if there is not a sufficient number of applicants in the Tier 1 grouping, the supervisor may elect to interview Tier 2 applicants. Whenever possible, applicants should be in a duty status for an interview. Locks and Dam Branch will conduct interviews for all bargaining unit positions WY-10 and above.

## ARTICLE 27 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union agree to cooperate in providing equal opportunity in Federal employment for all persons, to prohibit discrimination in employment because of age, race, color, religion, sex, national origin, disability or reprisal, and to promote the full realization of equal employment opportunity through a continuing affirmative action program.

Section 2. The Employer has established and will continue to utilize the District's Equal Employment Opportunity Office and EEO committees in furtherance of the Agency's equal employment opportunity policies in addition to such staffing as shall be required by the Agency pursuant to such policies.

Section 3. The Employer agrees to furnish to the Union, on request, statistical information with respect to employment by reference to minority group and gender, to the extent permitted by law or regulation.

Section 4. The Employer understands that resolution of EEO complaints may impact upon the bargaining unit and the Union's exclusive right to bargain over changes which impact the bargaining unit. The Union shall be provided with notice and opportunity to attend any related discussions with bargaining unit employees as required by applicable laws, rules and regulations. The Union will be afforded an opportunity to review or provide input when a settlement agreement impacts the established terms and conditions of the bargaining unit.

Section 5. Both parties recognize the importance of resolving disputes within the workplace at lowest level with the utmost discretion. In order to enhance the possibility of settlement, the Union and the Agency recognize the sensitive nature of all settlements and agree to hold any and all settlement negotiations strictly confidential.

## ARTICLE 28 - REVIEW OF JOB DESCRIPTIONS AND POSITION CLASSIFICATION

Section 1. Affected employees and the Union will be provided timely notice of personnel management evaluations conducted by either the Agency or OPM that will involve classification audits of bargaining unit employees.

Section 2. While classification audits are in process, the Agency will not reassign duties if the purpose of the reassignment is to avoid reclassification of the position.

Section 3. Employees shall have the right to Union representation in all phases of the classification process, including desk audits, covered by this Agreement.

Section 4. The Agency will notify the Union in writing as soon as possible when substantive changes will be made in the duties and responsibilities of positions held by bargaining unit employees due to reorganization, or when changes in position classification standards result in classification changes, or for any other reason that changes will be made in position classification standards that could result in classification changes.

Section 5. The Union will be provided with copies of new standards. Current standards will be provided upon request.

Section 6. All employees are entitled to a complete and accurate position description. Each position covered by this Agreement must be current and accurately described, in writing, and classified to the proper occupational title, series, code, and grade in accordance with OPM and Agency regulations.

a. Current position descriptions for bargaining unit positions will be provided to the Union and employees upon request.

b. Whenever an existing position description is amended or new descriptions for employees are developed, the Agency will provide copies of the amended or new descriptions to the Union and affected employee.

Section 7. Each position covered by this agreement must have a job description that meets the Department of Army standards of adequacy i.e. the principal duties, and supervisory relationships of the position are clearly and definitively described to provide information necessary to properly classify the position as to title, series, and grade.

a. All job descriptions for the District are located at the web site [www.cpol.army.mil](http://www.cpol.army.mil), under FASCLASS tool. Copies of an employee's job description are obtained from FASCLASS by the supervisor and provided to the employee.

b. Employees who disagree with the classification of their official position should first attempt to discuss their concerns with their supervisor. If the employee is not satisfied with the immediate supervisor explanation, he/she may go through the chain of command to the second level (or above) manager who is delegated classification authority in their organization. Civilian Personnel Advisory Center (CPAC) staff is available to provide advice and guidance to both employees and managers concerning classification issues.

Section 8. An employee may appeal the classification of their position at any time. General Schedule (GS) employees may appeal through the Department of Defense (DoD) appeal process or file directly to the Office of Personnel Management (OPM). Federal Wage System (FWS) employees must file directly through DoD channels and upon receipt of a DoD decision, may continue to appeal through OPM.

Section 9. An employee or his/her designated representative may request from the CPAC the appeal procedures and any related pertinent information to the appeal process. The CPAC is responsible for ensuring the appeal package is complete and employees, supervisors, and managers understand their role in the appeal process.

a. An employee(s) who is the subject of a desk audit, and the Union, will be provided timely notice by the Agency prior to the desk audit. Notices will identify the employee(s), position, the reason the audit is being conducted, and propose a time for the audit.

b. During an audit, the employee and Union representative may discuss the audit with the employee's supervisor and other involved Agency officials (e.g., Human Resources staff). Upon completion of the audit, the Agency shall designate an official to discuss the findings with the employee and the representative.

c. As appropriate, desk audits will be performed at the employee's workstation.

Section 10. A promotion resulting from the application of a new classification standard or correction of a classification error will normally be effected no later than the beginning of the second pay period following a management decision to promote the incumbent(s), provided he or she meets any applicable qualification, performance, or other requirements for the position in questions.

Section 11. An employee whose position is reclassified to a lower grade which is based in whole or in part on a classification decision is entitled to a prompt written notice from the Agency. This notice will be issued to affected employees within 15 calendar days of the decision. This includes employees who are eligible for retained grade or pay. The notice will explain:

a. The reasons for the reclassification action;

b. The employee's right to appeal the classification decision to the Agency (if the Agency has an established appeals system and it has the authority to review the classification decision), or to OPM as provided by regulations, if such appeal has not already been made;

c. The time limits within which the employee's appeal must be filed in order to preserve any retroactive benefits under 5 CFR 511.703; and

d. Any other appeal or grievance rights available under applicable law, rule, regulation, or this Agreement.

e. The notice shall fully explain the pay and grade setting. For a downgraded position, the employee's pay and grade will be set in accordance with law and regulations.

## ARTICLE 29 - OFFICIAL RECORDS AND FILES

Section 1. Personnel records for the purposes of this article are defined as the employee's Official Personnel Folder (OPF), Supervisor's File on an individual employee or any Disciplinary File maintained by CPAC on any individual employee. Personnel Records may be collected, maintained, or retained in accordance with law, government-wide regulation and this Agreement.

Section 2. Personnel records will be maintained in a secure, confidential file and shall be viewed only by officials with a legitimate administrative need to know.

Section 3. Upon request by the employee, an employee shall be advised of the nature, purpose, and location of records that are maintained about them and of their right to access these records. This includes their Official Personnel Folder (OPF) and all other files kept on an employee.

Section 4. Employees and their authorized representatives will have the right and be granted a reasonable amount of time to examine any of their personnel records, whether paper or electronic, on duty time in the presence of a management official. The employee and their representative maybe required to sign a notice of consent or authorization in order to gain access to any employee's personnel records.

Section 5. Employees and their authorized representatives have the right, on duty time, to prepare and submit any response or statements they wish to make about information contained in their personnel records or to offer additional information or documents that are appropriate, relevant, work related and that are not in violation of law or government-wide rules or regulations. If the employee alleges a personnel record contains incorrect or omitted information, the Agency will, upon verification, correct the record.

Section 6. Upon request, employees have the right to have the Agency provide a copy of specific documents in their personnel records.

Section 7. Access to personnel records by the employee or his or her authorized representative will normally be granted within two (2) working days of the request if the records are maintained on the premises in which the employee is located. If the records are not so maintained, the Agency will within a reasonable time initiate action to obtain the records from their location and will make them available to the employee as soon as possible. Grievance time limits, if applicable, should be stayed in the event it takes more than four (4) days for the records to be provided to the employee.

Section 8. Personal notes or memory joggers prepared by a supervisor and placed in the Supervisor file for the employee should be shared with the employee as soon as it is readily apparent that the employee's performance rating could be negatively affected or when the content of the note will be used to support disciplinary action. Personal notes shown or released to anyone must be maintained in the Supervisor's file. The intent of this section is to prohibit the use non-disclosed personal notes or memory joggers to circumvent the timely disclosure to an employee of declining performance or potential disciplinary action.

## ARTICLE 30 - MEDIATION OF NEGOTIATION IMPASSES

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

- a. After the above fifteen (15) day period has expired, each party is encouraged to cooperate in making a joint statement setting forth the area or areas of dispute. The statement will be signed by the chief negotiator of each party. In addition, each party is entitled to prepare a statement of its position with respect to each area in dispute. When so prepared, the position statements, as signed by the chief negotiator of each party, shall be attached to the joint statement of the dispute.
- b. If the parties are unable or unwilling to prepare such a joint statement, then each party may prepare its statement of the dispute and include a statement of its position, signed by that party's chief negotiator.
- c. The parties shall thereupon request the Federal Mediation and Conciliation Service (FMCS) to provide a mediator, if one is available, in an effort to resolve the matter. The statements of the parties shall be submitted to the mediator.
- d. If a negotiation impasse remains unresolved despite the efforts of the mediator provided as aforesaid, the matter may be referred to the Federal Services Impasses Panel (FSIP) in accordance with applicable regulations.
- e. In the event that the parties are required to travel to the (FSIP) the Union will designate one (1) negotiating team member to be paid travel and per diem.

## ARTICLE 31 - MEETINGS

Section 1. Union and Management recognize the need to meet concerning the issues listed below relating to changes in past practice, policy, of the negotiated agreement which are critical to the welfare and well-being of the bargaining unit and the Pittsburgh District:

- a. Loss of bargaining unit positions through Contracting Out, when bargaining unit is affected by loss of Full Time Equivalent spaces (FTEs), Most Efficient Organization (MEO)(as relating to A-76 issues only), or elimination of functions and/or locations:
- b. Working Conditions; and
- c. Policies and/or Standard Operating Procedures.
- d. Situational Meetings - Safety, Emergencies, and Discipline (providing employee's right to privacy is not breached and exclusive of "Weingarten Right" type meetings) - continue current level of involvement.

Section 2. Area Office Team Meetings (Lock Masters/Lake Resource Managers when Bargaining Unit members are in attendance)

- a. Provide agenda in advance;
- b. Solicit Union President/Office Staffer input;
- c. Other Union representatives may be invited by Management; and,
- d. Post-meeting discussion or debriefing on issues discussed.

Section 3. Meetings with the District Engineer

- a. Meetings between the Union President and the District Engineer may be scheduled by the Union once every three months or when necessary by mutual agreement. The Union will provide an agenda of items to be discussed and a list of Union attendees at least one week in advance of the meeting. Any questions submitted at the meeting will be addressed in writing no later than thirty days after the meeting. Extensions of time may be granted by mutual consent of the parties.
- b. The purpose of such meetings shall be to address District wide issues and policies. The Union will provide as much specific information as possible to assist in the discussion/resolution of the issues raised.

## ARTICLE 32- LATERAL TRANSFER OF PERSONNEL

Section 1. Both parties recognize Management's right to noncompetitively reassign personnel. However, under normal circumstances the following procedure will apply. When Management foresees a vacancy opportunity at a location which could be filled by reassignment the following procedure will be used:

- a. An informal solicitation of employees interested in reassignment will be conducted within the subject functional unit.
- b. In the event: of a vacancy employees in any position and/or grade may submit a request for reassignment from a seasonal position to full time position or vice versa, resulting in a change of work schedule.

Section 2. All reassignments, voluntary or management: directed, for any bargaining unit position will be evaluated giving consideration to such factors as, qualification requirements of the position, location, skill balance of personnel at the losing and gaining installations, Management needs, SCD date and employee's reason for desiring transfer.

Section 3. All employees within the unit shall be given equal consideration for reassignment when requested. The Union and the Employer further agree that approval or disapproval of reassignment: requests will not: be used as a means to reward or penalize employees.

## ARTICLE 33 - PERFORMANCE EVALUATION

Section 1. Union and Management recognize the importance of employee input: in the development of accurate performance appraisals. Therefore, cooperation between employees and supervisors in understanding the process, in effectively communicating goals, and in achieving consensus with regard to the appraisal will be promoted by the parties.

Information regarding Total Army Performance Evaluation System (TAPES), AR 690- 400, Chapter 4302 is available on the CPAC SharePoint: site on the District: Intranet site and Civilian Personnel On-Line at: [www.cpol.army.mil](http://www.cpol.army.mil) under References and Tools. This regulation is currently posted on the Army Publishing Directorate site at: [http://www.apd.army.mil/pdffiles/r690\\_400.pdf](http://www.apd.army.mil/pdffiles/r690_400.pdf). Employees are also encouraged to contact CPAC personnel and/or their Union representative for additional information and/or assistance.

Section 2. General guidance with respect to the performance evaluation system is as follows:

- a. Supervisors use performance ratings of employees as a basis for determining awards, training, reducing in grade, reduction-in-force, retraining, and removing employees. This will be accomplished by utilizing the applicable Army Performance Evaluation System.
- b. The Performance Evaluation System shall include, as a minimum:
  - (1) Initial Counseling - Supervisor and employee meet within thirty (30) days of the start of the performance appraisal period to prepare and/or discuss the Counseling Checklist/Record (Base System) of the Evaluation Report Support Form (Senior System).
  - (2) Midpoint Counseling - Supervisor and employee meet at the midpoint of the appraisal period and discuss performance to that point and any improvements or adjustments that are necessary. When requested, employees shall be advised either orally or in writing of how they can exceed published performance standards. Changes to the Checklist or Support Form deemed necessary shall be made and initialed. Copies of the standard shall be provided to the ratee.
  - (3) Final Evaluation Report - The rater will solicit the Ratee's input on accomplishments prior to preparing the rating within five (5) days prior to the end of the rating period. Raters of Bargaining Unit employees will advise the employee that a performance rating is due and request that they submit, in writing, accomplishments regarding their performance during the rating period. Employees shall be allowed a reasonable amount of duty time to prepare such information. Any written comments submitted by the employee shall be attached to the performance appraisal being submitted for review and approval. The Rater and the Senior Rating official shall initial the comments signifying that they have been considered in determining the rating. After the appraisal has been approved and discussed with the employee, the written comments shall be returned to the employee.
- c. An Individual Development Plan (IDP) in ATMP is reviewed as a part of the annual performance evaluation process. Plans should include appropriate actions to assist employees to improve performance. The employee's most recent IDP will be the indicator as to what training (on and/or off the job) is required.

d. Employees who receive a rating above fully successful shall be considered for monetary or time-off awards, or Quality Step Increases (QSI), if applicable (wage grade employees are ineligible to receive QSI's). When certain situations dictate that no award is forthcoming after receiving a rating above fully successful, reasons shall be given to the employee involved, in writing, if requested. In addition, those rated Success Level 3 may also be considered. Recommendations for such awards, however, are made at the discretion of the Supervisor and approved by the Commander.

Section 3. At any time during the rating period, when an employee is performing at a level below fully successful, the employee shall be informed of his/her unacceptable performance, what action must be taken to improve performance to an acceptable level of competence (fully successful or above) and what assistance, if any, will be provided by the Employer to improve his/her performance. If information regarding performance which would result in an unsuccessful performance appraisal is not communicated prior to the end of the rating cycle, the appraisal period may be extended to demonstrate acceptable performance. Such extension will normally be granted. The employee will then be afforded a reasonable opportunity to demonstrate acceptable performance. If performance does not improve to a Level 4 rating (minimally successful level), the following procedures shall apply:

a. An employee whose reduction in grade or removal is proposed will be given a thirty (30) day advance written notice, subject to procedures established by law and regulation. The notice must include the specific instances of failure to meet the required performance standards which resulted in the Unsuccessful evaluation report on which the proposed action is based.

b. The employee will be given reasonable time, but not less than fourteen (14) calendar days to reply to the advance notice orally and/or in writing.

c. A final decision to take an action under this Section shall not be effective until after the end of the advance written notice period. Employees will be advised of their appeal and representation rights.

Section 4. It is agreed that a reduction in grade, removal, or involuntary reassignment may be based on those instances of Unsuccessful performance by the employee which occurred anytime during the one (1) year period preceding the date of the advance written notice.

## ARTICLE 34 - AWARDS

Section 1. Performance awards (that is monetary awards earned as a result of an employee's annual performance rating); Quality Step Increases (QSI); Time Off Awards; Special Act Awards; including Manager's Awards; and Honorary; Suggestion; and Invention Awards; are granted by the Agency on the basis of merit, and within applicable budget limitations, to individuals or groups. Such awards will be granted in a fair, consistent, and objective manner without discrimination.

Section 2. The Agency will notify the Union of awards budgets and the amounts to be allocated.

Section 3. Should the Agency determine, at any time during the life of this Agreement, the need to modify its awards budgets, it shall give the Union notification.

Section 4. As requested, the Union will be provided with information concerning award amounts and the organizational component of bargaining unit employees for the previous year. Such information shall include, at a minimum:

- a. The award recipient's series and grade;
- b. The type of award granted (i.e., Performance, Special Act);
- c. Justification for all awards other than performance

Upon written request and in accordance with 5 U.S.C. 7114(b)(4), and Article 2, Union Rights, the Agency will provide the Union with any information that is normally maintained by the Agency and is reasonable and necessary to process a grievance if it has not been provided such information pursuant to this provision.

Section 5. The Union shall be provided the opportunity to be represented on the Incentive Awards Committee.

Section 6. Time Off as Incentive Award

a. The purpose of the Time Off Award (TOA) is to increase employee productivity and creativity by rewarding employee contributions to the quality, efficiency, or economy of Government operations. The award is also intended to increase the quality of work life for all employees, as well as encourage and recognize onetime, non-recurring accomplishments above or beyond normal job requirements.

b. A TOA provides an employee with an excused absence without charge to leave or loss of pay. All bargaining unit employees shall be eligible for a TOA unless an employee is or was on a leave restriction letter within the previous twelve (12) months.

c. Supervisors are encouraged to use TOAs for timely recognition of an employee's contribution.

d. A TOA must be scheduled and used within one (1) year from the date the award was granted or it will be forfeited. TOAs should be scheduled so as not to conflict with use of "use or lose" annual leave. When physical incapacitation for duty occurs during a period of time when an employee is using his/her TOA, sick leave will be granted for the period of incapacitation and the TOA will be scheduled at another time.

## Section 7. Suggestion Program

- a. Employees' suggestions to improve work processes and working conditions provide a valuable and unique source of ideas which can greatly increase the efficiency of the service and/or employee morale.
- b. Consistent with Section 3 of this Article, the Committee will meet and establish a formula for determining the amount of an award that an employee whose suggestion is adopted will receive.
- c. Employee suggestions will be evaluated and upon final determination the Agency will notify the employee in writing as to whether or not the suggestion was adopted and the reasons therefore.

## ARTICLE 35 - REGULATION

All regulations pertaining to employees shall be available to the Union for review and consultation. Regulations are maintained by the Information Management Office (IM). Access to regulations shall be available through the Intranet and or Internet at all installations.

## ARTICLE 36 - COMMERCIAL ACTIVITIES (CA) PROGRAM

Section 1. When the District becomes involved in commercial activities studies and/or in conjunction with the FAIR ACT of 1998, as amended, Management agrees to:

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

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

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

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

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

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

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

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

## ARTICLE 37 - USE OF VIDEO SURVEILLANCE EQUIPMENT

Section 1. The primary purpose of permanently installed video surveillance equipment is for internal Agency use only. The installation of this equipment is intended for but not limited to safety, security, operations, the monitoring of equipment, changing weather conditions and construction progress. The primary purpose of permanently installed video equipment is not to monitor the day to day activities of employees, to be used as a time clock or as a vehicle for disciplining employees.

Section 2. Each facility shall develop standard operating procedures (SOP) using the following as guidance:

- a. Specific areas covered by permanently installed cameras
- b. Mutual development by Management/Union designee
- c. Approval shall be at the Operations Manager or equivalent level.

## ARTICLE 38 - CIVILIAN DRUG TESTING

Section 1 - The following procedures are in place for the Civilian Drug Testing Program with the U.S. Army Corps of Engineers.

- a. Definitions: These definitions apply with respect to the random Drug Testing Program.
  - (1) Agency/Management/Employer is the United States Army Corps of Engineers, Pittsburgh District.
  - (2) Union/employee is/are bargaining unit members of AFGE Local 2187.
  - (3) Training is the USACE Civilian Drug Testing Program Briefing (Power Point Presentation).
  - (4) DPC is the designated Drug Program Coordinator within the Pittsburgh District.
- b. That the Union be provided by Management a list of all Bargaining Unit Employees names forwarded to Division for drug testing in the Pittsburgh District.
- c. Absent exigent circumstances the employee testing positive will normally be notified within 10-14 working days.
- d. A positive test under the drug-testing program may or may not be grounds for removal from Federal Service. A positive test under the drug- testing program, resulting in a third disciplinary action, may or may not be cause for removal. However, removal from Federal Service may be contemplated in every case of a positive test under the drug-testing program.
- e. Employees can access website:  
[http://workplace.samhsa.gov/Drugtesting/MedicalReviewOfficer/MRO manual.html](http://workplace.samhsa.gov/Drugtesting/MedicalReviewOfficer/MRO%20manual.html) for a list of substances that could or might cause false positive test results.
- f. Upon request by the employee the Union may provide a person to observe collection when the Agency has reason to believe a person may alter or substitute a sample for testing. The closest available Union representative shall observe.
- g. The Union office shall receive a sanitized copy of any statistical data provided to the Agency official responsible for the coordination of the DFW program.
- h. The Employer will consider an employee's request to be excused from testing, in accordance with applicable law, rules and .regulations.
- i. For an employee required to be tested and where the collection is performed outside of his/her duty hours the employer agrees he/she will be compensated in accordance with applicable laws, rules and regulations.
- j. An employee who has voluntarily admitted to illegal drug use and who has successfully completed a rehabilitation program will not be eliminated from consideration for a position which they qualify because of this admission, except where the requirements of the position exclude them from consideration.

k. The split sample collection method shall be utilized in the Pittsburgh District's drug testing program. All costs associated with the testing of any second portion of the sample including but not limited to the expense of any additional confirmatory test shall be borne by the employee who may elect, or not elect, to proceed with testing of the second portion of the specimen.

## ARTICLE 39 - ENVIRONMENTAL DIFFERENTIAL-HAZARD PAY

Section 1. The Employer shall have as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships and working conditions of an unusual nature. When management action does not or cannot overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential shall be authorized. Previously identified conditions are described in Appendix A.

Section 2. When the Union believes that a work situation not previously identified qualifies for payment of a differential under the criteria of 5 CFR, Section 532, Subpart. E, Appendix A, it will notify the employer in writing prior to or within ten (10) days of the work occurring, of the title, location and nature of the hazard involved. The Employer and the Union will meet within thirty (30) calendar days to discuss the matter and the hazard will be documented and payment authorized. If the Employer determines that the situation does not warrant payment of the differential, the Union will be notified of such decision. Such notification will be in writing and will give specific reasons as to why the situation is considered not to meet the criteria of Appendix A. The Union may then raise the matter through the grievance procedures or request to reopen the contract and renegotiate the article.

Section 3. When the Employer determines that a work situation previously subject to environmental differential should be excluded from coverage, it will notify the Union of the title, location and nature of the condition that would preclude payment of environmental differential. The Union may request a meeting to discuss the matter; such a request shall be made within thirty (30) calendar days of the initial notification. If agreement is not reached the Union may raise the matter through the grievance procedure or request to reopen the contract and renegotiate the article.