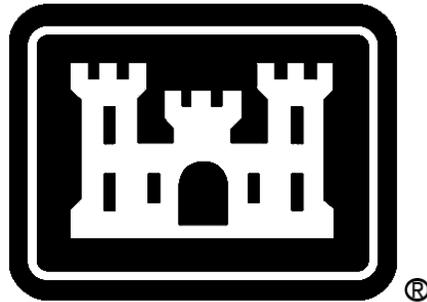


US Army Corps of Engineers



LABOR- MANAGEMENT RELATIONS AGREEMENT

MOBILE DISTRICT, CORPS OF ENGINEERS
MOBILE, ALABAMA
AND
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCALS 131 AND 561



PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978, hereinafter referred to as the Act, regarding Federal Labor-Management Relations, the following Articles of this Basic Agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the US Army Engineer District, Mobile, hereinafter referred to as the **EMPLOYER**, and the National Federation of Federal Employees, Locals 131 and 561, hereinafter referred to as the **UNION**, for the Employees in the Units described in Article I, hereinafter referred to as the **EMPLOYEES**.

This Agreement is entered into pursuant to the Certification of Representative dated 4 December 1972 for Local 131 and Local 561 and Certification of Representative dated 2 November 1981 for Local 561.

WHEREAS the goal of the **Employer** and the **Union**, working together, is to create an atmosphere of cooperation, mutual trust and respect, and to enhance the working conditions and morale of all employees, all of which will further the agency mission and foster a more productive and cost effective service to the agency customer. **NOW, THEREFORE**, the parties thereto, intending to be bound hereby, agree as follows:

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ARTICLE 1

RECOGNITION and UNIT DESIGNATION

1.1 RECOGNITION: The employer recognizes that the Union is the exclusive representative of all Employees in the United described in Section 2 below.

1.2 UNIT: The Unit to which this Agreement is applicable is as follows:

a. Local 131, all Employees of the US Army Engineer District, Mobile, Alabama, District-wide except professional Employees.

b. Local 561, all employees of the US Army Engineer District, Mobile, Alabama, District-wide, including professional employees.

c. Exceptions to a and b above are the licensed Supervisory Marine Engineers employed on floating plant, and those Management Officials, Supervisors, and other Employees as defined in Title VII of the Act.

ARTICLE 2

DEFINITIONS

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

2.1 ACT: The Civil Service Reform Act of 1978.

2.2 ACTIVITY: US Army Engineer District, Mobile.

2.3 ADVERSE ACTIONS: Management initiated actions described in 5 USC 7512.

2.4 AGENCY: As defined by the Civil Service Reform Act of 1978.

2.5 AGREEMENT: The Labor- Management Agreement between the Mobile District and the National Federation of Federal Employees, Locals 131 and 561 entered into as a result of collective bargaining pursuant to provisions of Chapter 7 of Title 5 of the U.S. Code.

2.6 AMENDMENTS: Modifications of the Basic Agreement to add, delete, or change portions, sections, or Articles to the Agreement.

2.7 AUTHORITY: The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

2.8 CLASSIFICATION ACT EMPLOYEES: Employees with General Schedule occupations including professional, administrative, and technical work.

2.9 COMMITTEE: A group of people officially delegated to perform a function, as investigating, considering, or reporting on a matter. Union acceptance of participation on District's committees constitutes as a waiver of any requirements for further negotiations on issues acted upon by that committee.

2.10 CONSULTATION: A discussion between Representatives of the Employer and the Union for the purpose of obtaining information, exchanging ideas, and seeking opinions on various issues affecting Employees. It is not mandatory that the end result of consultation be agreement between parties.

2.11 DISCIPLINARY ACTION: A Management-initiated action to correct Employee conduct which results in something critical being placed in the Employee's Official Personnel Folder. Oral reprimands and letters of warning are not considered formal disciplinary actions. Disciplinary actions against all Employees, including probationary Employees, may be taken only for such cause as will promote the efficiency of the service and be consistent with applicable laws and regulations.

2.12 EMPLOYEE: Member of the Bargaining Unit as stated in Article on Recognition and Unit Designation, and as defined in Section 7103(a) (2) of the Act.

2.13 EMPLOYER: US Army Engineer District, Mobile.

2.14 FORMAL DISCUSSION: Any discussion between one or more Representatives of the activity and one or more Employees in the Unit or their Representatives concerning any grievance or any personnel policy or practices or other general conditions of employment.

2.15 GRIEVANCE: Any complaint--

a. by any Employee concerning any matter relating to the employment of the Employee;

b. by the Union concerning any matter relating to the employment of any Employee; or

c. by any Employee, the Union, or the activity concerning --

(1) the effect or interpretation, or claim of breach, of the collective bargaining agreement; or

(2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

2.16 IMPASSE: The failure or inability of Representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters throughout the negotiation process.

2.17 INTEREST-BASED BARGAINING: A process to decide issues on their merits rather than through a haggling process focused on what each side says it will and won't do. It suggests that you look for mutual gains wherever possible, and that where interests conflict, you should insist that the result be based on some fair standards independent of the will of either side. The process is hard on the merits, soft on the people. It employs no tricks and no posturing. Interest-based problem solving shows you how to obtain what you are entitled to and still be decent. It enables you to be fair while protecting you against those who would take advantage of your fairness.

2.18 NEGOTIATION: Bargaining by Representatives of the Employer and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices with the view toward arriving at a formal agreement.

2.19 SUPPLEMENTS: Additional Articles, negotiated during the term of the Basic Agreement, to cover matters not adequately covered by the Basic Agreement.

2.20 UNION: Locals 131 and 561, National Federation of Federal Employees.

2.21 UNION-MANAGEMENT MEETINGS (JOINT MEETINGS): Meetings which are held for communication and exchange of views on matters of mutual interest.

2.22 UNION OFFICIAL: Any duly elected or appointed Official of the Locals including Stewards.

2.23 UNION REPRESENTATIVE: Any elected or appointed Officer of the Union, Steward, or other person appointed by the Union to represent the Union in an official capacity.

ARTICLE 3

MANAGEMENT RIGHTS and OBLIGATIONS

3.1 RIGHTS RETAINED: The Employer retains the right:

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

b. In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain Employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against Employees.

(2) To assign work, to make determinations with respect to Contracting out, and to determine the personnel by which the Employer's operations shall be conducted.

(3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and

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

c. Nothing in this Article shall preclude Management and Union from negotiating:

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

(2) Procedures which Management Officials will observe in exercising any authority under this Article; or

(3) Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by such Management Officials.

3.2 FUTURE AGREEMENTS: The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

3.3 PERSONNEL PRACTICES: The Employer shall maintain the best personnel practices, consistent with all mission requirements, which tend to promote high morale.

3.4. NOTIFICATION REGARDING EMERGENCIES: The Employer will notify the Union President or the highest level Union Officer as early as

practicable consistent with security requirements regarding the nature and duration of emergencies.

ARTICLE 4

EMPLOYEE RIGHTS

4.1 UNION MEMBERSHIP:

a. Employees in the Unit shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, or assist an Employee organization, or to refrain from such activity. This Agreement does not prevent any Employee, regardless of Employee organization membership, from bringing matters of personal concern to the attention of appropriate Officials in accordance with applicable laws, regulations, or policies, or from choosing his/her own Representative in a statutory appeal action.

b. Nothing in this Agreement shall abrogate any Employee right or require an Employee to become or to remain a member of a Labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The Employer shall not discipline or otherwise discriminate against any Employee because he/she has filed a complaint or given testimony under the Act, this grievance procedure, or any other procedure for redressing wrongs to an Employee.

4.2 INFORMING EMPLOYEES: The Employer shall take such action consistent with law or regulation, as may be required, in order to annually inform Employees of their rights under Title VII, section 7114(a) (2) (A) and (B) (i) (ii) which reads as follows:

(2) An exclusive Representative of an appropriate unit in an agency shall be given the opportunity to be represented at--

(A) any formal discussion between one or more Representatives of the Agency and one or more Employees in the Unit or their Representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

(B) any examination of an Employee in the Unit by a Representative of the Agency in connection with an investigation if --

(i) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and

(ii) the Employee requests representation.

4.3 When a management official believes that a meeting with an employee may lead to a disciplinary action, the official is

strongly encouraged to inform the employee of their right to Union representation as stated in Article 4.2(2) (B)

4.4 ACCOUNTABILITY:

a. An employee is accountable for the performance of official duties and compliance with standards of conduct, laws and regulations.

b. The Employer will not coerce or in any manner require Employees to invest their money or donate or participate in any activity related to charity campaigns.

4.5 NONDISCRIMINATION: No Employee will be discriminate against by either their Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap, or lawful political affiliation.

4.6 All Employees will be treated with common courtesy.

4.7 Management and the Union will cooperate in the continuing effort to keep Supervisors and Employees apprised of applicable law, policies, regulations and changes thereto.

4.8 Counseling sessions involving Unit Employees will be conducted in a professional manner and in private.

4.9 An Employee desiring to consult with a Representative during duty hours will request approval from his/her Supervisor. Approval will be granted as soon as possible. The Employer will make every reasonable effort to assure that the rights of the Employee are not violated.

4.10 Employees will be permitted to review their official personnel records as needed and obtain copies (at no cost to the Employee) for records not previously provided.

4.11 If available, Management, in a continuing effort, will provide Employees with a break and lunch area, with access to snack and drink vending machines.

4.12 Employees are entitled to lawful and timely compensation for their services. If a paycheck is late, the Employee may request a special hardship payment through appropriate channels. Employees will designate that their paychecks, and leave and earnings statements, be sent directly to a mailing address in accordance with law and regulation.

ARTICLE 5

UNION RIGHTS AND OBLIGATIONS

5.1 The Union is the exclusive representative of the Employees in the Unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering all Employees in the Unit. The Union is responsible for representing the interests of all Employees in the Unit it represents without discrimination and without regard to Labor organization membership.

5.2 The Union shall be given the opportunity to be represented at --

a. any formal discussion between one or more Representatives of the Agency and one or more Employees in the Unit or their Representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

b. any examination of an Employee in the Unit by a Representative of the Agency in connection with an investigation if --

(i) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; **and**

(ii) the Employee requests representation.

5.3 Section 7114(b)(4) of the Federal Service Labor-Management Relations statute provides as follows:

The duty of an agency and an exclusive representative to negotiate in good faith under subsection (a) of this section shall include the obligation, in the case of the agency, to furnish to the exclusive representative, upon request and, to the extent not prohibited by law, data--

a. which is normally maintained by the Agency in the regular course of business;

b. which is reasonably available and necessary to the full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and

c. which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

The Employer's duty to furnish information under 7114 (b)(4) extends to contract administration as well as contract negotiations and it creates a duty to provide information that would enable the

Union to process a grievance or to determine whether or not to file a grievance, which is clearly part of its representational responsibility

5.4 All internal Union business, including attending Union membership meetings, will be conducted during the nonduty hours of the Employees involved. The Union may conduct one membership drive per year of up to 2 weeks, before and after duty hours and at break periods and lunch periods. Union request, the Employer will provide the Union with space (subject to availability) and reasonable of tables, bulletin boards and easels for use in such drives.

5.5 The Union has the right to -

a. negotiate on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices;

b. negotiate on matters affecting conditions of employment and on the impact of any new policy or changes in the policy affecting the Employee or their conditions of employment;

c. propose new policy, changes in policy, or resolutions to problems, in consonance with its rights to present;

d. make requests in accordance with 5 USC 7106 (b), that is

(i) procedures which Management Officials of the Agency will observe in exercising any authority under this section; or

(ii) appropriate arrangement for Employees adversely affect by their exercise of any authority under this section by such Management Officials.

5.6 In accordance with Act, there shall be no restraint, interference coercion, or discrimination against any Union Official because of their performance of Union responsibilities within the normal confines of Labor-Management Relations.

ARTICLE 6

UNION REPRESENTATION

6.1 The conduct of representational business, as set forth in the Agreement, shall normally be conducted during duty hours. The Employer and the Union will make every reasonable effort to schedule meetings required by this Agreement within the hours of 0830 to 1500.

6.2 REPRESENTATIONAL BUSINESS: The Union shall be given the opportunity to be represented at --

a. any formal discussion between one or more Representatives of the Agency and one or more Employees in the Unit or their Representatives concerning any grievance or any personnel policy or practices or other general condition of employment; or

b. any examination of an Employee in the Unit by a Representative of the Agency in connection with an investigation if --

(i) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and

(ii) the Employee requests representation.

6.3 ACTIVITIES EXCLUDED FROM USE OF DUTY TIME INCLUDE, but ARE NOT LIMITED to the FOLLOWING:

a. An election of Officers, including all related activities, e.g., campaigning, distribution of campaign literature, preparation of voting materials, casting of ballots, solicitation of membership, etc.

b. All activities related to membership solicitation or representation of non-Bargaining Unit members.

6.4 AUTHORIZED OFFICIAL TIME:

a. Union Officers, Representatives and Stewards shall be permitted reasonable time during working hours, without loss of leave or pay, to represent Employees in accordance with this Agreement. The Union will make every reasonable effort to ensure that this right is not abused by Union Representatives. On the effective date of this Agreement (and on 1 October thereafter), the Union will declare which Union Officer (President or Chief steward) will use no more than 35% of his duty hours for representational business of the Locals and which Officer (President or Chief steward) will use no more than 20% of his/her duty hours for

representational business of the Locals. Each Steward identified by the Union is allocated 10% of his/her duty hours for representational business of the Locals. The Union may submit for the Employer's consideration, one written request per fiscal year, per Local, in advance. The Employer will evaluate the Union's needs (on a case-by-case basis) and may or may not grant the additional time requested. The decision of the Employer is not a grievable matter. When the Union's presence is requested by Management, additional official time may be authorized to Union Representatives to participate in Partnership Councils, partnering activities, and other non-representational Employer/Union related activities.

b. Union Representatives will request permission from their immediate Supervisors prior to leaving the work area or to confer within the work area on Union matters. Unless circumstances clearly require the Representative's continue performance of his/her official duties, the Supervisors will grant such permission. Representatives are obligated to report to the supervisor of an area visited before contacting any other person in the area. An Employee desiring to consult with a Representative during duty hours will request approval from his/her supervisor. The Supervisor will grant this approval as soon as possible. Upon return to the worksite, the Representative will immediately complete an Official Time Report (see attached Exhibit A for the form agreed upon) and submit it to the Supervisor.

c. Reasonable time not to exceed 2 hours per month for preparation of information reports required under 5 use 7120 (c).

6.5 STEWARDSHIP: The Union should designate Stewards for each organizational element having Employees in the Unit and provide an updated list on the effective date of this Agreement (and on 1 October thereafter) of the Stewards and their assignments. Stewards should represent the Employees in dealing with supervisors regarding application of personnel practices and policies and other matters affecting working conditions. The number of Stewards should be that required to assure that each Employee in the Unit, and Management, have reasonable access to a Steward. Upon request from either party, Stewards and supervisors should discuss informally items of concern in the application of this Agreement to avoid misunderstanding and to deter complaints from either party. The Steward may receive, investigate, prepare, and present Employee complaints grievances, or appeals during duty hours so long as the steward is able to perform Employer-assigned duties to accomplish the mission of his / her work unit. At the discretion of the Union, a Union Officer may perform the function described above as Stewards.

6.6 TRAVEL and PER DIEM:

a. Official time will be allowed the authorized Union Representative to travel in appropriate instances. Travel and per diem (according to JTR) will only be reimbursed to one Representative when attending grievances, hearings or appeals before the Board, Agency or Tribunal having jurisdiction over the grievance, complaint or appeal. Justification shall be submitted in detail if an additional Representative is required in each such grievance, complaint or appeal for which the Representative is seeking reimbursement for travel and per diem.

b. For all other representational business for which official time is used, per diem will not be provided. However, a Government-owned or GSA leased vehicle may be provided if:

(1) The Union Representative has made reasonable efforts to resolve the matter through the use of telephone, mail, etc.; and

(2) A vehicle is available.

ARTICLE 7

USE OF OFFICAL FACILITIES and SERVICES

7.1 DISTRICT OFFICE SPACE: The Employer agrees to make office space available to the Union. The Employer will determine the amount of space that can be made available and the location of such space. Consideration will be given to the needs of the Union. If any time the Employer determines that this office space can no longer be provided because of space availability, mission needs, or other reasons considered legitimate by the Employer, such space shall be vacated by the Union. The Union will be notified in writing a minimum of 30 days prior to the date the space is to be vacated. One telephone line with call waiting service, including access to FTS, with two instruments, will be provided for Local and FTS calls for conducting official **Union** business only. Costs of internal Union business long distance calls will be borne by the Union. It shall be the responsibility of the Union President to ensure that the office space is not altered or modified in any fashion and that such space be maintained in a safe condition. All equipment and furniture required by the Union will be furnished by the Union, except the Employer will continue to make available Employer owned furniture that is currently utilized by the Union. Other office equipment, phone lines, and electronic mail can be used as needed for representational purposes, when available.

7.2 FIELD OFFICE: Office space, office equipment, phone lines, and electronic mail can be used as needed for representational activities, when available.

7.3 MEETING SPACE: The Employer will consider, upon receipt of written request, making facilities available periodically for Union meetings to be held outside regular working hours of the Employees concerned. Such consideration and final determination will be based on adequate advance notice by the Union, prior commitments by the Employer, and security considerations. Final determination and authorization to use facilities rest with the Employer. If the request is approved, the Union will be responsible for restoring the facilities to their original state after each use.

7.4 INTERNAL MAIL SERVICE: Internal mail service will be provided to the Union solely for the purpose of conducting Employee-Management Relations business relating to this Agreement. Mail may be marked "OPEN BY ADDRESSEE ONLY." It will not be used for soliciting members or conducting internal Union business.

7.5 BULLETIN BOARDS: Appropriate space on designated official bulletin boards at field activities and in the District Office will be made available to the Union for posting of official Union material. Union Officials may post notices on these bulletin boards without prior approval of the Employer. The Union is fully and solely responsible for the posted material, in terms of accuracy and adherence to ethical standards and is responsible for any statements made against any individual or organization, to the extent that the Union may have to substantiate the statement (or otherwise answer for their charges) through the court or other legal proceeding. The Employer reserves the right to post-audit the notices and take appropriate action to suspend or revoke the privilege, when it is abused.

7.6 COPIES OF AGREEMENT: Copies of this Agreement, in Contract book form, will be furnished to all Unit Employees, Management personnel, and all new Employees. One hundred copies of the Agreement will be furnished each Local for its use. Any additional copies requested by the Union will be paid for by that Union.

7.7 LIST: Employer agrees to furnish to the Union, semi-annually an updated list of all Bargaining Unit Employees, showing name, position title and number, and organizational units. Further the Employer agrees to furnish the Union a monthly list of all Bargaining Unit new hires and retirees.

ARTICLE 8

VOLUNTARY ALLOTMENT of UNION DUES

The Employer shall deduct Union dues subject to the following provisions:

8.1 The Union agrees to procure Standard Form 1187's, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

8.2 The President or other authorized Officer of the Local will certify on each SF-1187 that The Employee is a member in good standing in the Local, insert the amount to be withheld, and submit completed SF-1187's to the Personnel Office.

8.3 The President or other authorized Officer of the Local shall notify the Personnel Office when the Local's due structure changes. The change shall be affected at the beginning of the first full pay period after receipt of such notice to the central Payroll Office. Such a change may not be affected more than twice in a twelve-month period.

8.4 Allotments will be effective at the beginning of the first full pay period after receipt of SF-1187's by the Central Payroll Office.

8.5 The Local will promptly notify the Personnel Office, in writing, when a member of the Local on dues withholding is expelled or suspended from membership in the Union.

8.6 The Employer agrees to have the Central Payroll Office prepare a biweekly remittance check at the close of each pay period for which deductions are made and forward it to the Treasurer of the Local. The check will be for the total amount of dues withheld for that pay period.

8.7 The President of the Union will immediately notify the Personnel Office, in writing, of any changes in the name and/or address of the Treasurer of the Union.

8.8 In accordance with the Policy of the Central Payroll Office, the Union will be provided with the remittance check and an alphabetical listing of the members and amounts withheld for each member.

8.9 An Employee may request revocation of the allotment for the payment of dues by completing Standard Form 1188, "Cancellation

of Payroll Deduction for Labor Organization Dues" and submitting it directly to the Personnel Office. An SF-1188 is obtainable through the Employer. Revocation shall be effective at the start of the second full pay period following the submission of the SF-1188, provided the Employee has been a dues paying member for one full year. Otherwise the revocation will be effective at the start of the first full pay period after the Employee reaches one full year as a dues paying member. The duplicate copy of the SF-1188 completed by the Employee will be forwarded to the Union to serve as notification of the revocation.

8.10 The Employer agrees to provide this service without charge to the Union members. The Employer will have the sole responsibility for dropping persons who move out of the unit from dues withholding.

ARTICLE 9

WORKWEEK, HOURS of WORK, and FLEXTIME

9.1 GENERAL: The parties have reviewed all the options under alternative work schedules and compared the business interests of the District against these options. The parties sought out examples of the use of these schedules in Districts of similar size and mission. The overwhelming evidence was that a District of our size and mission only two AWS options proved successful in meeting mission requirements, customer needs, increasing business opportunities and maintaining and enhancing a competitive advantage. These two options are flexitime only or straight time with a limited availability of a compressed work schedule. It was the consensus of the parties that the best AWF for the Mobile District is flexitime with credit hours.

9.2 STANDARD WORKWEEK:

a. The Administrative workweek is the 7-day calendar week commencing at 0001 hours Sunday and ending at 2400 hours on the following Saturday.

b. Generally the regularly scheduled workweek shall consist of five consecutive 8-hour days, Monday through Friday inclusive. Other regular workweeks may be established for the Employees whose jobs do not fall under the "Regular Workweek". The regular hours of work for the Employees shall not exceed 8 hours a day, 40 hours a week. Any contemplated change in the regularly scheduled workday or workweek shall be in accordance with applicable Department of the Army rules and regulations.

9.3 TOURS of DUTY:

a. Normally, 7 calendar days of advance notice will be given when establishing or changing an employee's tour of duty. The tour will normally be in writing and continue for a period of at least two pay periods. Those Employees who work shift duty and/or rotating tours of duty should have their established or changed tours clearly posted on the official bulletin board nearest to their work area. The Employer may make exceptions to this requirement when emergencies preclude compliance.

b. Required uncommon tours will be established in accordance with appropriate regulations. Uncommon tours of duty may be established when for efficient operations or when cost of operations can thus be reduced without undue hardship on Employees. When establishing uncommon tours of duty, the

Employer agrees to make every reasonable effort to provide for two consecutive days off in the 7-day workweek.

c. It is understood that each Employee shall be at his/her headquarters (Permanent Duty Station) ready to work at the scheduled starting time of his/her shift. It is also understood that when an Employee is required to report to a worksite other than his/her permanent duty station, travel will be in accordance with Article 11 of this Contract and the Joint Travel Regulations.

9.4 FLEXITIME and FLEX LUNCH

a. **REFERENCES:** 5 USC 6120, Hours of Duty

b. **DEFINITIONS:**

(1) Flexitime. Fixed times of arrival and departure are replaced by a workday composed of two different types of time, core time, and flexible time.

(2) Core Time. That portion of the daily work schedule in which all team members must be present for work, at lunch, on approved leave, or using compensatory time or credit hours.

(3) Flexible Time Band. That portion of the work day during which team members may select their own arrival and departure times to/from work, subject to supervisory approval.

(4) Credit Hours. The hours in excess of the basic daily work requirement which a team member elect to work in order to vary the length of a workday or workweek. Any hours worked in excess of the basic work requirement that are not overtime or compensatory time are defines as credit hours. Credit hours may not be converted o overtime or compensatory time. Credit hours are worked for the convenience of the employee with approval of the supervisor, providing appropriate work is available.

c. **GENERAL** The Employer and the Union agree that flexitime can enhance the efficiency and the effectiveness with which the Employer and its employees fulfill the obligations of public service, maintain a competitive advantage, and increase the District's attractiveness to customers. The Parties also agree that employee participation in the setting of their individual work schedules consistent with work requirements can contribute to the improvement of the employee morale, work performance, and productivity. These mutual benefits are contingent upon a shared sense of accountability and responsibility for the effective implementation and consistent administration of the flexitime

provisions contained herein, according to their intent and their purpose.

In accordance with law and regulation, the Employer reserves the right to review the application of flexitime schedules and if after such review it determines that the schedules are substantially disrupting the Employer in carrying out its functions of the Employer is incurring substantial additional costs of such schedules, the Employer may:

- (1) restrict the employees' choice of arrival and departure,
- (2) restrict the use of credit hours, or
- (3) exclude from such schedules any employee or group of employees.

d. FLEXITIME

(1) Employees may choose to report to work as early as 0630 hours and depart no later than 1715 hours.

(2) Core time will be from 0830 hours to 1500 hours.

(3) All field elements will be allowed to work flexitime work schedules identical to that being employed in the Mobile District Office with the exception of, but not limited to the following activities: Vessel operations; Core Drill operations; Survey Team operations; Shift Workers, and Employees on a Four (4) - Ten (10) or Compressed Work Schedule.

(4) The Employer retains the right to establish hours of work to assure that offices are staffed between the hours of 0730 and 1615. As far as practicable, Supervisors will review requests, considering the Employees desires, and will solicit a volunteer to work the required tour of duty. In the event needs are not met by a volunteer, the Supervisor will assign the tour of duty.

(5) It is understood that offices with a requirement for fixed working hours may establish the working hours as determined by the Supervisor. Notification normally will be made to the Union at least 7 calendar days prior to implantation.

e. CREDIT HOUR ACCUMULATION AND USAGE: Credit hours may be worked only by employees covered by flexitime schedules. Credit hours are to be counted as a part of the basic work requirement to which they are applied. An employee is entitled to his or her

rate of basic pay for credit hours, and credit hours may not be used by an employee to increase his or her entitlement to overtime pay. An employee is prevented by law from carrying forward more than 24 credit hours to the next pay period and it is the responsibility of each team member to ensure that he/she does not accumulate more than 24 hours, as the excess of the maximum limit will be forfeited at the end of each pay period. Part-time team members may also accumulate credit hours in excess of their particular daily work requirement. However, part-time team members may not accumulate in excess of one-fourth the hours in their biweekly basic work requirement.

(1) Credit hours may be earned only during the flexitime hours, 0630-1715, Monday-Friday.

(2) Credit hours will not be used to develop a compressed work schedule.

(3) Use of credit hours is restricted to those which have already been earned. Team members may not "borrow" credit hours. Team members may use accumulate credit hours by requesting advance supervisory approval. This procedure is identical to the established procedures in the work unit for requesting annual leave. Supervisors retain the right and responsibility to monitor use of work schedules, leave, or credit time, and to approve such use after consideration of mission requirements. The supervisor retains the right to alter an approved schedule to meet unforeseen circumstances effecting productivity, or to accommodate team members' emergencies or illnesses. Specific attention must be paid to use or lose balances when approving request to take earned credit hours.

f. FLEX Lunch: Employees of the Mobile District Office will be provided a non-paid lunch between the hours of 1100 and 1345. The regularly scheduled lunch period will be either 30 or 45 minutes as elected by the Employee and may be extended up to two (2) additional hours if approved by the Supervisor. However, in no case shall the workday extend past 1715 hours.

9.5 SPECIAL RELIGIOUS OBSERVANCES: Under the law and regulations, an employee whose personal religious beliefs require the abstention from work during certain periods of time may elect to engage in overtime work for time lost for meeting those religious requirements.

To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of an agency's mission, the agency shall in each instance afford the employee

the opportunity to work compensatory overtime and shall in each instance grant compensatory time off to an employee requesting such time off for religious observances when the employees personal religious beliefs require that the employee abstain from work during certain periods of the workday or workweek.

For the purpose stated in the above paragraph of this section, the employee may work such compensatory overtime before or after the grant of compensatory time off. A grant of advanced compensatory time off should be repaid by the appropriate amount of compensatory overtime work within a reasonable amount of time. Compensatory overtime shall be credited to an employee on an hour by hour basis or authorized fractions thereof. Appropriate records will be kept of compensatory overtime earned and used.

9.6 REST BREAK: Each employee is authorized one fifteen (15) minute rest break midway through each half of the normal work day, work permitting. In addition, one fifteen (15) minute rest break is authorized during each four (4) hour period of overtime worked.

9.7 RELIEF OPERATOR: Tours of duty for relief operators will be established in accordance with SAMDR 690-1-26. An Employee who is assigned to an uncommon tour, and, when off duty, is called as a replacement for an unscheduled absence of another Employee, may request to be excused from the shift of duty, if extenuating circumstances would impair the Employee from safely performing his or her responsibilities.

ARTICLE 10

OVERTIME

10.1 REQUIREMENT to WORK: Employees may be required to perform overtime work when necessary to accomplish the mission of the activity. Overtime work, whether scheduled or unscheduled, will be avoided whenever practicable. The Employer is encouraged to assign overtime fairly and equitably among qualified Employees in accordance with their skills and familiarity with the work. An Employee will, upon request, be released from an overtime assignment provided his/her reasons are valid and another qualified employee familiar with the work is immediately available for the overtime without incurring loss of time or additional cost to the Government.

10.2 COMPENSATION for CALL-BACK OVERTIME:

a. The Employer will make every reasonable effort to assure that the Employee will receive, at a minimum, 3 hours of work when called back to work. In all cases, Employees shall receive at least 2 hours compensation in accordance with applicable regulations if they are called back to work on an overtime basis outside of and unconnected with their scheduled hours of work, except where Wage Grade Employees are living in Government quarters at the worksite.

b. Normally, and to the extent possible, when an employee is called out, that employee's skills will be utilized within their job classification. Time will start when an Employee reports for duty.

10.3 COMPENSATION: A nonexempt (as defined by FLSA) Unit Employee shall be neither compelled nor permitted to work overtime without compensation. Employees shall be compensated for any partial hour worked in increments of 15 minutes. Classification Act Employees will not be required to take compensatory time off in lieu of overtime pay unless they request it in accordance with appropriate law and regulations. Pay for overtime work shall be as established in applicable law and regulations. This shall be entirely the Employee's choice and no coercion shall be used to persuade the Employee in his/her choice.

10.4 ADVANCE NOTICE and RECORDS: Employees will be given as much advance notice as possible when overtime work is scheduled. Employees designate to work overtime days outside his/her basic

workweek will normally be given 24 hours notice. The Employer will keep records of overtime assignments and make them available to the Union, upon request, to aid in settling grievances.

10.5 TRAVEL: Travel in connection with overtime assignments will be in accordance with the Joint Travel Regulations, applicable laws, and the Article on Travel in this Contract.

10.6 SPECIAL MEAL PERIOD:

a. When an Employee is required to work unscheduled overtime in excess of 2 hours, at the end of a shift the Employee will be allowed a meal period of not less than 30 minutes. Time off during meal period is without pay. Government-furnished transportation to obtain food will be provided Employees on TDY at remote sites and field Employees where Government-furnished transportation was used to transport the Employee to the worksite at the start of the regular tour of duty. District Office Employees on overtime at normal place of duty will not be allowed use of Government-furnished transportation for this purpose. During emergency situations, Government transportation for meals may be furnished.

b. The lunch period for core drill and survey employees, including small craft operators engaged in hydrographic surveys, will be of 20 minute-or-less duration, which will be counted as time worked for which compensation is permissible. This 20 minute-or-less lunch period is applicable only during field operations. The application of this sub-section is at the discretion of the Employer.

10.7 ANNUAL LEAVE: Leave will not normally be scheduled or approved during a week where overtime is required. It will be the responsibility of the Employer to document the reasons for the Employee using Annual Leave in the same week in which overtime is worked.

ARTICLE 11

TRAVEL PAY and PER DIEM

11.1 PAY WHILE TRAVELING: Pay while traveling and per diem will be paid in accordance with applicable laws and regulations.

11.2 TRAVEL DURING OFF-DUTY HOURS: To the maximum extent practicable, the Employer shall schedule the time to be spent by an Employee in a travel status away from his official duty station within the regularly scheduled work week of the Employee.

11.3 TRAVEL and PER DIEM REGULATIONS: Upon request the Employer will make available to an Employee the applicable laws or regulations governing travel pay and per diem.

11.4 GOVERNMENT-FURNISHED SUBSISTENCE and QUARTERS: Employees required to travel in locations where Government-furnished subsistence and quarters are available will be paid as provided by Joint Travel Regulations. Although use of Government quarters by Unit Employees is not mandatory, nonutilization of available adequate Government quarters can result in forfeiture of the quarters portion of the per diem allowance.

11.5 EMPLOYEE RIGHTS: No Employee shall be made to suffer the loss of per diem allowance due to an administrative error or other mistake on the part of the Employer, his agent, or another responsible Government official.

11.6 PERMANENT DUTY STATION: Permanent duty station is as indicated on SF 50, Notification of Personnel Action.

11.7 TRAVEL ADVANCES: No one eligible for a Government Travel Charge Card will be authorized a travel advance from the Disbursing Officer unless the traveler is in an area where the card is not accepted. Employees who lose charge card privileges due to abuse will be treated as if they have a card.

11.8 TELEPHONE CALLS WHEN IN A TRAVEL STATUS:

a. In accordance with law and regulations, while in a travel status, telephone calls placed over Government-provided and commercial long distance systems that will be paid for or reimbursed by the Government shall be used to conduct official business only.

b. Official business calls may include emergency calls and other calls the agency determines are necessary in the interest of the Government. Examples of such calls are:

(1) Calls to home or doctor if an employee is injured or becomes sick at work.

(2) An employee traveling on Government business is delayed by business or transportation problems and calls to notify family. A maximum of three dollars per call will be reimbursed.

(3) An employee traveling on Government business in the United States makes a brief call home but not more than an average of one call per day. A maximum of three dollars per call will be reimbursed.

c. To the maximum extent practicable, Federal employees shall place calls on Government-provided long distance telephone systems and services instead of using commercial toll services.

ARTICLE 12

LEAVE

12.1 ANNUAL LEAVE:

a. Annual leave shall be earned in accordance with appropriate statutes and regulations. Employees with sufficient accrued Annual Leave should be granted two consecutive weeks of vacation leave every year in order to allow Employee rest and recreation away from the worksite. Employees shall request in advance the desired time for their vacation leave. In scheduling Annual Leave, its duration and date should be determined by mutual agreement between Employees and Supervisors. Wishes of Employees will be considered to the maximum extent practicable. Seniority will be used to resolve conflicts in scheduling Annual Leave. However, Supervisors will make the final decision in order to ensure that work of the office will be accomplished on an uninterrupted basis. Annual Leave for other than vacation leave shall be allowed as necessary for personal emergencies and other matters. Use of Annual Leave is subject to prior approval by the appropriate Supervisor. Should Supervisors deem it necessary, as a result of mission requirements, to cancel previously approve leave, the Employee will be informed of the reasons for such action as soon as the requirement for such cancellation is known and the cancelled leave shall be rescheduled.

b. **RECALL for EMERGENCY DUTY:** Should an Employee be recalled for duty while on Annual Leave, the Employer will reimburse the Employee in accordance with the provisions of the JTR.

c. **FORCED ANNUAL LEAVE:** The Employer shall consult with the Union before initiating any policy of forced Annual Leave and efforts will be made to reach an understanding on the implementation of such policy.

12.2 SICK LEAVE:

a. Employees shall earn Sick Leave at the rate set by regulation or statute. Sick Leave shall be used for doctor, dentist, optician, and other medical appointments, for illness of the Employee, and for contagious diseases, as prescribed by health authorities having jurisdiction, in the Employee's family, and for those purposes allowed by the Family Friendly Leave Act of 1994, until such time as the Act expires. Emergency Sick Leave must be requested of the appropriate Supervisor as soon as possible (within the first two hours) of the beginning of the tour of duty on the first workday of the absence. In cases of medical appointments, the Employee will schedule Sick Leave in advance. Leave will be granted by the Employer except in extenuating circumstances.

b. CERTIFICATION of SICK LEAVE

(1) Periods of absence on Sick Leave in excess of three consecutive workdays must be supported by a doctor's statement to be filed upon return to duty. In lieu of a doctor's statement the Employee's signed statement explaining the nature of the illness will be accepted when the Employer agrees that is unreasonable to require a doctor's statement because of shortage of physicians, remoteness of locality, or because the illness does not require the services of a physician.

(2) Employees shall be required to furnish a doctor's statement to substantiate a request for Sick leave for less than 3 days in individual cases where there is reason to believe the Employee is abusing Sick Leave privileges. In such a case, the Supervisor will advise the Employee of his/her questionable Sick Leave record and that the Employee is suspected of abusing Sick Leave. He/she will also be advised that if his/her record does not improve, a doctor's statement may be required for each future absence for Sick Leave. The Employee will be notified, in writing, that any future use of Sick Leave must be supported by a doctor's statement. Leave restriction will be reviewed every 6 months. If the Employee's use of leave improves, the doctor's statement requirement will be lifted.

c. ADVANCED LEAVE: In accordance with applicable statutes and regulations, unearned Sick Leave shall be advanced to an Employee (upon request) in case of serious illness or disability.

12.3 FAMILY and MEDICAL LEAVE: Employees are authorized Family Medical Leave in accordance with the Family and Medical Leave Act of 1993, until such time as the Act expires.

12.4 MATERNITY LEAVE: Employees who are pregnant will be allowed to work as long as they and their doctors feel is wise, prior to delivery of the child. Maternity Leave in the form of Sick Leave, Annual Leave, and Leave Without Pay will be granted during delivery, and confinement for a period of no more than eight weeks after delivery. An additional four weeks of leave may be granted under the provisions of the Family and Medical Leave Act of 1993, until such time as the Act expires. In the event of extenuating circumstances, the Employer may request additional leave as long as it is substantiated by medical evidence. This request should be made two weeks prior to the end of the approved Maternity Leave Period.

12.5 MILITARY LEAVE: Employees who are members of the National Guard or Reserves will be granted 15 days of Military leave per year in accordance with regulations. This can be used for active duty or training. If an Employee is ordered by the President of the

United States or the Governor of the State to duty as a member of the National Guard or Reserves and he/she has used all his/her Military Leave, Leave Without Pay must be granted upon request or Annual Leave may be granted if the Employee desires.

12.6 ADMINISTRATIVE LEAVE or EXCUSED ABSENCE: Administrative Leave shall be authorized in accordance with appropriate laws, regulations, and directives, at the discretion of the Commander.

12.7 HOLIDAYS: Employees shall be granted all holidays given to Federal Employees by statute and shall also receive holidays granted through Executive Order. Any Employees working on the holiday will receive pay in accordance with regulations.

12.8 LEAVE WITHOUT PAY: Authorizing Leave Without Pay is a matter of administrative discretion. An Employee cannot demand that he/she be granted Leave Without Pay as a matter of right, except in the case of (1) disabled veterans who are entitled to Leave Without Pay, if necessary, for medical treatment under EO 5396 and (2) reservists and National Guardsmen who are entitled to Leave Without Pay, if necessary, to perform military training duties under the provisions of Section 9(g) of the Military Selective Service Act of 1967. All requests for Leave Without Pay, with the exception of the above, will be examined closely to assure that the value to the Government or the serious needs of the Employee are sufficient to offset the cost and administrative inconveniences to the Government which result from the retention of an Employee in a leave-without-pay status.

12.9 COURT LEAVE: In the event an Employee is summoned for jury duty or jury qualification or subpoenaed as a witness for job-related testimony, he/she shall be given Court Leave (not to be charged to Annual Leave) and be compensated at his/her basic rate of pay for the time required to perform such duties. The Employee will present his/her Supervisor with evidence of the time served. Jury/witness fees will be administered in accordance with regulations. When an Employee is dismissed from court with less than one hour remaining in his/her tour of duty, he/she may return to his/her personal residence without charge to leave. When more than one hour remains in the tour of duty, after consideration for reasonable travel time, the Employee should return to work or charge Annual Leave. The tour of duty should be determined using flex-time regulations with a start time of no later than 8:30 AM even if the reporting time to court is after 8:30 AM. If an Employee wishes to leave at his/her normal departing time under flex-time, he/she should report to work and depart for court, allowing reasonable travel time, after arriving at the normal schedule. Note—if an Employee arrives at his/her normal start time, and then travels to court and is required to stay beyond the normal tour by the court,

overtime is not authorized.

12.10 TARDINESS: Supervisors shall have the option to excuse infrequent instances of tardiness of less than an hour on the part of the Employees. Each case shall be considered on its merits.

12.11 LEAVE USAGE: Leave usage shall be charged in increments of 15 minutes. Likewise, overtime shall be earned in increments of 15 minutes.

12.12 DONATED LEAVE: Employees may request and receive Donated Leave from fellow Employees subject to current regulations.

ARTICLE 13

MERIT PLACEMENT and PROMOTION PROGRAM

13.1 GENERAL: All Personnel Actions involving career progression shall be in accordance with the Merit System and the Civil Service Reform Act.

13.2 VACANCIES:

a. Vacancy announcements will be opened and posted for a period of 15 calendar days. The Union will be provided copies of the vacancy announcements as they are posted.

b. When a position is to be filled under the provisions of the Merit Promotion Plan, it will be full identified as to whether permanent, permanent seasonal, or temporary. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be reannounced if it does become permanent.

c. The qualification requirements and selective placement factors for positions to be filled through Merit System procedures will be full relevant to such positions.

d. Merit System procedures will apply to selection by transfer, reinstatement, or reassignment to positions with known promotion potential.

13.3 NONSELECTION:

a. The following information about specific competitive placement actions will be furnished to all nonselected candidates as soon as reporting date of selected candidate has been set:

(1) Position Title and Vacancy Announcement number applied for;

(2) Whether the Employee failed to meet minimum experience and/or education requirements; met minimum requirements but did not rank high enough to be referred for consideration; or was referred but not selected; and

(3) Who was selected for the vacancy.

b. A nonselected Employee and/or Employee Representative will be permitted to consult with the staffing specialist who may provide the sequence of events leading to the selection and the Supervisor's reason for the selection.

13.4 SUPERVISORY ASSESSMENT (APPRAISALS): In the interest of providing for accuracy in a Supervisory assessment, an Employee must have been supervised by the immediate Supervisor for at least 120 calendar days. When this is not the case, prior Supervisory assessments will be obtained if possible.

13.5 SELECTIONS: The Selecting Official will make his/her selection from the referral lists furnished by the Personnel Office. The Official will base his/her selection on job related factors. All candidates not referred to the Selecting Official will be notified in writing at the time the referral lists are issued. Management at its discretion may decide not to fill a vacancy even after receiving a properly developed Referral and Selection Register. If the decision is made to not fill a position after receiving a "full" selection register, i.e., at least three available best-qualified candidates, the register will be returned to the Civilian Personnel Office with comprehensive justification and written concurrence from a higher Management level. The Civilian Personnel Office will review the documentation and determine if the failure to make a selection is supportable on merit grounds. If not supportable, the position will be abolished for a period of no less than 6 months, unless an exception is approved by the District Engineer or his designee. In no instances will selections be deferred or delayed solely to circumvent the requirements of the Merit Placement and Promotion Program.

13.6 CAREER LADDER PROMOTIONS: Employees within a career ladder who are performing satisfactorily will be promoted noncompetitively to the next step of that ladder after meeting time-in-grade requirements and any other requirements.

13.7 REPROMOTION: An Employee who is demoted through no personal fault will be entitled to special consideration for repromotion for the period of time during which the Employee is entitled to grade, pay, or salary retention benefits. During this same time period, the Employee who was demoted because of Reduction-In-Force may apply for a repromotion to their former position, or equivalent position in the same section of work unit and will be given first priority consideration for the promotion. In nonselected, the Employer will provide the Employee the persuasive reasons for nonselection and the Union will be provided a copy of these reasons.

13.8 TEMPORARY PROMOTION: An Employee temporarily placed in a higher grade position or assigned to a group of duties warranting a higher grade in excess of 30 calendar days will be temporarily promoted and shall be paid commensurate with the position or duties from the first day of the new duties. Temporary promotions exceeding 120 calendar days will be based on competitive procedures. An employee must meet qualification standards.

13.9 NOTIFICATION REQUIREMENTS for EXCEPTIONS to COMPETITIVE PROCEDURES: The Employer will notify the Union, in advance or as soon as possible, of any selection or appointment when the Bargaining Unit position is to be filled in the following manner:

- a. Management directed or initiate reassignments, voluntary reassignment, or change-to-lower grade.
- b. Employees placed under RIF procedures.
- c. Priority consideration.
- d. Temporary promotions.
- e. Details exceeding 30 calendar days.
- f. Career promotion resulting from accretion of additional duties and responsibilities.
- g. Statutory/regulatory/mandatory/placements directed by higher authority.
- h. Conversion of Co-op students.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

14.1 POLICY: The Employer and Union shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age, handicapping conditions, or reprisal. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Rehabilitation Act, and all other applicable laws and regulations.

14.2 MUTUAL CONCERN: The Union and the Employer agree to discuss mutual problems regarding equal employment opportunity and affirmative action and to jointly seek solutions to such problems. Employer agrees to furnish to the Union a copy of the Monthly EEO Progress Report.

14.3 PROMOTION: Promotion nominations and selections will be made in accordance with Section 1 above and without regard to personal favoritism, lawful Employee organization membership, or any other facet of an Employee's life not directly related to performance or not in violation of Standards of Conduct for Department of Army Personnel.

14.4 REPRESENTATION: An Employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO compliant procedure has the right to be accompanied by a Union Representative, or any other Representative of his or her choice, unless the choice is prohibited by regulations or law, or not to be requested if he/she so desires.

14.5 ADJUSTMENT of COMPLAINT: The Union will be provided copies of all proposed adjustments and given the opportunity to review and present a statement of impact at least 5 working days prior to implementation.

14.6 SEXUAL HARASSMENT shall be governed as defined in regulations at any given time. Currently, Army Regulation 690-600 defines sexual harassment as:

"Unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct of a sexual nature when one or more of the following occurs:

a. Submission to such conduct is made either explicating or implicitly a term or condition of an individual's employment.

b. Submission to or rejection of such conduct by an individual

is used as the basis for employment decisions affecting such individual.

c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment."

ARTICLE 15

POSITION DESCRIPTIONS and CLASSIFICATION REVIEWS

15.1 INTENT: Each Employee is entitled to a complete and accurate position description. To prevent abuse, the Employer agrees that the phrase "Performs other duties as assigned" will normally mean tasks that are reasonably related to the Employee's field of work and are required on an infrequent basis. However, this does not preclude the Employer under unusual circumstances from assigning unrelated duties if it is determined necessary to accomplish specific missions.

15.2 ACTIVITY COMPLAINTS and APPEALS: Any Employee in the Unit who feels that he/she is performing duties outside the scope of the position description on a continuing or recurring basis or that his/her position is inaccurately described or classified, and the differences cannot be resolved in discussions with the immediate Supervisor, may request in writing, through the immediate Supervisor, that the position description be reviewed. The Employer will conduct an inquiry, of the appropriate type, of the employee's duties and responsibilities to determine the proper description and classification. To the extent possible the Employer will provide an initial response within 30 calendar days. During this inquiry process the Employee may make a written or oral presentation to the classifier. Upon completion of the inquiry, the Employer will discuss the results with the Employee. The Employee shall have the right to be accompanied by a Union Representative during this discussion. The Union will be notified specifically of any determination that a position in the Bargaining Unit is overgraded or undergraded. If a satisfactory solution to the Employee's complaint is not reached, the Employee may appeal as follows:

a. Wage Grade Employees may appeal through the Wage Grade appeals procedure and then to the Office of Personnel Management.

b. General Schedule Employees may appeal to the activity first and then to OPM if dissatisfied, or may go directly to the Office of Personnel Management.

c. Wage Grade and General Schedule Employees in the Unit whose positions have been downgraded as a result in Reduction-In-Force may appeal under existing regulations.

d. Wage Grade and General Schedule Employees in the Unit whose positions have been downgraded as a result of a reclassification may appeal under existing regulations or grieve

under the Negotiated Grievance Procedure if the action results in a loss of pay.

15.3 CLASSIFICATION SURVEYS: The Union will be notified of classification survey schedules of Bargaining Unit positions.

ARTICLE 16

PERFORMANCE APPRAISALS and ACTIONS BASED on UNACCEPTABLE PERFORMANCE

16.1 PERFORMANCE APPRAISALS: The performance appraisal system shall incorporate all requirements of Chapter 43, Civil Service Reform Act.

a. The Employer and the Union agree that Employees will be given the opportunity to participate in the development of their performance objectives or key points. Employees will meet with their Supervisor at least once each year to discuss the performance standards, objectives, responsibilities and key points to be applicable for the coming rating year. The identified objectives or key points shall be put in writing and signed by the Employee and the Employer. Further amendments may be made during the rating year, and these amendments will be noted with the parties' initials.

b. In the interest of providing for objectivity in a Supervisory evaluation, an Employee must have been working under the rating Supervisor for at least 120 calendar days.

c. The rating supervisor will be individual who has direct knowledge of the Employee's performance.

16.2 EVALUATIONS: The evaluation given Employees by the Employer will be objective and will prepared in accordance with the following:

a. The Employer will discuss the Employee's job performance with Employee in private surroundings at least once every 6 months.

b. If the Employer has identified shortcomings in the Employee's performance, the Employee will be notified when the problem is perceived and at the 6 month's discussion. The Employer will suggest ways for the Employee to improve the quantity and quality of work in order to more satisfactorily perform duties at expected levels.

c. The annual performance evaluation will be written form. All performance evaluations will be reviewed and approved by a Senior Rater. A follow-up discussion may be held after initial discussion.

16.3 ACTION BASED ON UNACCEPETBLE PERFORMANCE: The Employer will attempt (through counseling, increased supervisory assistance, or training) to improve an Employee's performance whenever it is less than Successful Level 3. However, if after a reasonable time

performance does not improve, an Employee may be reduced in grade or removed for unacceptable performance as follows:

a. The Employee must have been placed a Performance Improvement Plan (PIP) which:

(1) Informed in writing of the applicable performance standard, objective, responsibility or key point.

(2) Informed in writing of the specific performance deficiencies with list of specific instances.

(3) Given in writing specific means of counseling and other Management assistance with the objective of helping the Employee perform at an acceptable level.

(4) Informed in writing what the Employee must do to bring performance to a satisfactory level.

(5) Allowed a reasonable time not less than 30 calendar days to demonstrate acceptable performance.

(6) Reevaluated on identified deficiencies at the end of the demonstration period.

b. If the Employee's performance remains unacceptable, the Employee shall be provided 30 calendar days advance written notice which will contain:

(1) Specific instances of unacceptable performance;

(2) The performance standard(s), objectives (s)/ responsibility(s) or key points (s) involved;

(3) The right to a Representative;

(4) A period of time not less than 15 calendar days for Employees to answer orally and/or in writing; such time to run concurrently with notice period beginning with the first day of the notice; and

(5) The employment status during the notice period, if appropriate.

c. The Employee will be furnished a written decision as soon as possible but not later than 30 calendar days after the end of the notice period. The decision must specify the reasons on which the action is based and must be issued by a higher level Official than the one proposing the action. It must state the effective date of the action and inform the Employee of applicable grievance and

appeal rights. The Employee will be furnished an extra copy of the proposed and decision actions for use in notifying the Union if so desired. The current address of the Union will be included.

d. If the Employee's performance during the notice period improves to an acceptable level, the Employee should be notified in writing that the proposed action has been cancelled. All relevant documents should be placed in an adverse action file.

ARTICLE 17

ACCEPTABLE LEVEL of COMPETENCE/WITHIN GRADE INCREASE

17.1 An acceptable level of competence determination is based on the Employee's most recent performance evaluation. If the Employee's rating is less than Successful Level 3, the Employee is ineligible to receive a Within Grade Increase (WGI). An acceptable level of competence determination required for the granting of a within grade increase will be made in accordance with appropriate regulations.

17.2 When the Supervisor is notified that an Employee whose performance is less than Successful Level 3 is due a WGI, he should immediately notify the Employee, in writing, that the Employee's performance is not at a level of competence to warrant granting the WGI. The notice to the Employee will include an explanation of:

a. The reason for the negative determination and the areas of performance in which the Employee must improve to qualify for a WGI.

b. The Employee's right to request reconsideration of the negative determination from the Agency Official one level higher in the organization that the Official who approved the Employee's performance rating within 15 calendar days of his/her receipt of the negative determination notice.

c. The Employee's right to a reasonable amount of official time to review the cords and present a request for reconsideration. Employee must request use of official time from his/her immediate Supervisor.

d. The Employee's right to a written decision, within 15 calendar days, from the Official to whom the Employee requested reconsideration. The timelimit in which to request reconsideration may be extended by the Official hearing the request if the Employee presents his/her reasons for needing more time in writing and the Official believes the reasons warrant extending the time.

17.3 If a negative determination is sustained, the Employee will be informed in writing of the appropriate grievance and appeal rights.

17.4 After a WGI has been withheld, the rating Supervisor may grant the WGI at any time it is determined that the Employee has demonstrated sustained performance at an acceptable level of competence and is assigned a performance rating of Successful Level 3 or better.

ARTICLE 18

DETAIL ASSIGNMENTS

18.1 MANNER: In the interest of effective Employee utilization, details to positions or work assignments requiring higher or different skills will be based upon needs and in accordance with applicable regulations and this Contract. Details may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, or absences of personnel.

18.2 OFFICIAL CREDIT: Details greater than 30 calendar days shall be recorded in the Employee's Official Personnel Folder, with notification of the record forwarded to the Employee. These details will also be recorded on Employee Record Cards. Employees may file a supplemental experience sheet in his/her Official Personnel Folder to cover details of less than 30 calendar days.

18.3 INTENT: The detail procedure will not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for detail will be based solely on a bona fide need of the Employer and the qualifications of the individual.

18.4 ADMINISTRATIVE DETAILS: Details of 30 calendar days or less to perform duties of a higher level or in a different line of work will be rotated to the fullest extent practicable.

ARTICLE 19

RECOGNITION TEAM COMMITTEE

19.1 COMMITTEE: The Employer agrees that the Union will have on Representative from each Local on the Recognition Team Committee.

19.2 PUBLICITY: The Employer agrees to furnish the President of the Union a copy of the quarterly "Analysis of Personnel Management", which presents a statistical analysis of awards granted during the quarter just ended.

ARTICLE 20

ORIENTATION of NEW EMPLOYEES

20.1 ORIENTATION OF NEW EMPLOYEES

a. All new Employees shall be informed by the Employer that the Union is the exclusive representative of Employees in the Unit. Such new Employees shall receive a copy of this Agreement from the Employer.

b. A representative of the Union may be afforded a period of time, not to exceed 15 minutes, to speak at orientation sessions for new Employees.

20.2 NEW EMPLOYEES: The Employer agrees that each new Employee officially reporting for duty will provided with a current, personal copy of his/her position description, and will be introduced to his/her respective first line Supervisor and Union Representative where available.

ARTICLE 21

TRAINING

21.1 DETERMINATION: Although personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training, or retraining, to assure productivity and maintain the competence of the work force. Nomination and selection of Employees to participate in training and career development programs shall be made without discrimination.

21.2 TRAINING PROGRAMS:

a. It is the responsibility of the Employer to counsel Employees on their individual training needs as these needs relate to the Employer's mission and objectives. Appropriate training will be included in the Individual Developmental Plan (IDP) for each Employee in accordance with procedures prescribed by the Total Army Performance Evaluation System (TAPES).

b. The Employer will annually develop a training plan for the activity which is designed to improve Employee efficiency and to assist Employees impacted by a reduction-in-force or transfer of function.

21.3 TRAINING COMMITTEE: The Employer may establish a Training Committee. The Union will have two members, one from each Local.

21.4 ATTENDANCE: The Employer has the right to require an Employee to attend training which is included in the IPD or which is prescribed by the Employer as mandatory. However, in no case will an Employee be required to attend a school that includes travel and per diem if that course does not further Employee's ability to perform his/her duties.

21.5 ON-THE-JOB TRAINING: When an Employee is required to participate in training another Employee and this participation significantly affects the performance of his/her normal duties, the participation will be taken into account in his/her workload and will be reflected in his/her performance evaluation.

21.6 SCHEDULING: It shall be a matter of interest and concern for the Employer and the Union that appropriate training courses, seminars, conferences, and meetings be scheduled, whenever possible, during work hours.

21.7 RECORDS: The Employer agrees to records formal training accomplishments in the Employee's Official Personnel Folder. This does not relieve that the Employee of the individual responsibility

to keep his/her personnel folder current and complete to fully reflect totally employment experience, training, and education. The Union agrees to encourage Employees to review their personnel folders to assure that the training is accurately recorded.

21.8 EXPENSES: The Employer agrees to extend every reasonable consideration to the reimbursement of expenses incurred by an Employee in attendance at work-related courses on his/her own time. An Employee desiring to enroll in a nongovernment facility shall submit a DD Form 1556, SF 1034, written justification, and a copy of applicable brochures, through channels at least 45 days prior to registration, and the Employer shall reply at least 21 days prior to the registration date. Partial or full reimbursement, if approved, shall be in accordance with existing policies and regulations.

21.9 USE OF EQUIPMENT: The Employer agrees to make available to all Employees enrolled in approved training courses academic aids (such as: desk calculators, p.c.'s, etc.) if available, on the premises of the activity, at mutually agreeable times during the Employee's nonduty hours. Employees must seek prior approval from their **supervisor.**

21.10 UPWARD MOBILITY: The Employer agrees to continue a competitive entry upward mobility program in consonance with the following:

a. DEFINITION: Upward Mobility is a systematic Management effort that focuses personnel policy and practices on the developmental and implementation of specific career opportunities for lower level Employees (below GS-9 or equivalent) who are in positions or occupational series which do not enable them to realize their full work potential.

b. UPWARD MOBILITY COORDINATOR: The program shall have an Upward Mobility Coordinator. The Coordinator:

(1) Is the central point of coordination;

(2) Shall ensure that all elements of the program fit together and that elements of Management (training personnel, evaluation, budget, counseling, and Supervisory and Management levels) participate in planning and implementing the program; and

(3) Shall work with the Training Committee in effecting, monitoring, and revising the program.

c. PROGRAM PROVISIONS:

(1) The program will provide developmental opportunities

to lower level Employees which go beyond normal staff improvement practices.

(2) The program shall place special focus on persons at lower grade levels (below GS-9 or equivalent) who are in positions or occupational series which do not enable them to realize their full work potential.

(3) Upward mobility opportunity will be made available on a nondiscrimination basis.

(4) The program will use a systematic, structured approach, with well-thought-out objectives.

(5) The program will make maximum use of skills and potential of Employees currently in the Agency's work force. It is not a new-hire program, does not guarantee anything except an opportunity, and is not to be limited to any one occupational area.

(6) The program shall provide for career developmental counseling. The plan must provide for assistance to Employees in making decisions about their careers. This assistance may come from any source, but it must be a coordinated part of a plan assuring that upward mobility candidates and trainees will have sound and current information.

(7) The Personnel Office will review all vacancies at the GS-5-9 (or their equivalent) levels for possible conversion to upward mobility prior to the vacancy being announced.

d. The following will not be considered a part of the Upward Mobility Program:

(1) Career Intern Program.

(2) Cooperative Education Programs.

(3) Student Employment Programs.

(4) Training for normal staff development or to improve performance in an Employee's assigned job.

(5) Outside recruitment programs.

ARTICLE 22

LABOR-MANAGEMENT RELATIONS TRAINING

The Employer agrees to grant official time to Union Officials and Representatives for the purpose of attending Union-sponsored and other training sessions, provided the training is of mutual concern to the Employer and the Union. Local 561 may allocate, at its discretion, a total not to exceed 500 hours of official time per year and Local 131 may allocate, at its discretion, a total not to exceed 200 hours of official time per year for these training sessions, the hours to be accountable on the anniversary of the signing of this contract. During the first year of this Contract an additional 200 hours of official time for Local 561 and an additional 100 official time for Local 131 may be allocated for formal training of Stewards. This first year training for Stewards will be conducted by the Union at on site locations in Mobile and Tuscaloosa, Alabama, with travel and per diem funded by the Employer in accordance with JTR for attendees.

ARTICLE 23

SAFETY and HEALTH

23.1 GENERAL: The Employer agrees to the extent possible, and in accordance with applicable laws and regulations, to provide and maintain safe and healthful working conditions and the Union will cooperate to that end and encourage Employees to work in a safe manner. All work practices and conditions pertaining to Health and Safety will be in keeping with applicable laws and regulations. All Employees are responsible for prompt reporting of observed unsafe conditions.

23.2 SAFETY and HEALTH POLICIES:

a. The Employer will provide Employees of the Unit such protective equipment, tools, and clothing as required or as authorized by applicable regulations. The Union may recommend protective clothing, tools, and equipment and/or modifications to existing equipment. Cleaning of protective clothing will be provided by the Employer. Employees are responsible for the proper use, safeguarding, and maintaining in proper condition the tools and equipment issued to them.

b. Employees will comply with all Safety and Health standards, rules, regulations, and orders issued by the Employer and use all safety equipment, personal protective equipment, and other devices and procedures provided or directed by the Employer and necessary for their safety.

c. The Employer is strongly encouraged to permit or require only employees who are qualified in training to operate machinery or equipment, or to perform work that could cause injury to an inexperienced operator or endanger other employees.

d. The Employer shall encourage Employees to work safely and to report any observed unsafe or unhealthy conditions to the Employee's immediate Supervisor. Stewards and other Representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which may represent health hazards. The Employer assures that no degradation or reprisal will be practiced as a result of an Employee's reporting an unsafe practice or condition.

e. To the extent possible, no Employee shall be required to perform any work on a machine or in an area where conditions exist that are unsafe or detrimental to health. Further, a coworker

normally will be placed at the access to the potentially hazardous confined area when an Employee is required to work in such a potentially hazardous area. An Employee who is assigned to an uncommon tour, and, when off duty, is called as a replacement for an unscheduled absence of another Employee, may request to be excused from the shift of duty, if extenuating circumstances would impair the Employee from safely performing his or her responsibilities.

23.3 HEALTH CLUB PARTICIPATION: Reimbursement will be made, subject to the availability of funds, for participation in exercise programs at a health club, or for utilization of the health club facilities for the purposes of exercise. This reimbursement will be made only for participation at health clubs where the Employee is a member and is required to pay membership dues. A health club is defined as a permanent organization, with membership opened to the general public. Health club facilities must be devoted primarily to providing general means of exercise for its members, it includes exercise equipment, shower and changing rooms, and instructors for organized exercise classes. Reimbursement is not authorized for participation in sports or other activities offered by clubs or other organizations which do not provide for the above general services in addition to any specialized classes or sports. This reimbursement will be limited to payment to any Employee of a sum of one dollar for each visit to a health club, up to a total amount of twelve dollars per month. Payment will be made twice annually, with the amount of payment determined from a voucher submitted by the Employee to the Health Wellness Committee or its designee.

23.4 ON-THE-JOB INJURY or ILLNESS:

a. Employees should report to their Supervisors immediately all injuries or illnesses which occur on the job, no matter how slight. In the case of serious on-the-job illness, injury or death of an Employee the Supervisor will notify the Union Representative as soon as possible.

b. In cases of on-the-job injury or illness, the Employer will assure that assistance will be given in making arrangements to provide transportation as required.

c. In case of an on-the-job injury or illness, the Employee's Supervisors will, as soon as practicable, explain to the Employee his /her rights and options under the Federal Employees' Compensation Act, supply the Employee with copiers of the appropriate Office of Workers' Compensation Programs (OWCP) forms, and assist the Employee in the proper execution of the forms.

d. The Employer shall process and promptly forward to OWCP the required documentation from the Employee and Employer when an Employee sustains an on-the-job injury or Contracts an occupational disease and elects to file a claim.

e. An Employee, claimant, may be represented by a Union Official on any matter pertaining to an injury or death occurring in the performance of duty. The Employer will notify the Union as soon as practicable of any job-related death of a Bargaining Unit Employee so that the Union may extend Union benefits to which the Employee's family may be entitled.

23.5 HEALTH SERVICE and PREVENTATIVE MEDICINE: An Occupational Health Services and Preventative Medicine Program, as provided for in 5 USC 7901 and OMB Circular A-72, may be established and maintained by the Employer.

23.6 OCCUPATIONAL HEALTH and SAFETY TRAINING: The Employer will ensure that all Employees are informed of safe working habits and practices and that regulations relating to safety and health are available. When appropriate, Supervisors shall instruct Employees in safe working habits, practices, and procedures with regard to specific job assignments.

23.7 SAFETY PLAN: A safety plan will be prepared prior to the commencement of each item of major work such as unwatering and repairing locks and for floating plant operation prior to the beginning of the working season. The plan will be so written that each operation of the work to be undertaken will be studied for possible hazards and precautions to avoid accidents. A separate safety plan will be prepared for all locks which have crest gated dams. The accident prevention plan will include but not be limited to the following: Identification of plant and equipment to be used, designation of first aid attendants, treatment of injured personnel, name and telephone number of nearest physicians, and name and telephone of nearest ambulance company.

23.8 SAFETY INSPECTIONS:

a. If the Employer conducts an unscheduled safety inspection, the Union Official, if on site, will be afforded the opportunity to accompany the inspectors.

b. If the Employer conducts a scheduled safety inspection, the Union Official will be afforded the opportunity to accompany the Inspectors.

c. The Union will be informed of any inspections conducted by the Occupational Safety and Health Administration under the provisions of applicable law and regulations and will be permitted

to accompany the inspector.

23.9 ESSENTIAL EMPLOYEES: Employees who perform duties which are vital to public safety or other crucial operations are considered essential and must report to work regardless of any emergency situation or general dismissal authorization. Among essential Employees are Lock and Dam Operators, Communication Technicians, and certain support personnel. Those personnel who are considered essential will be so notified and will be transported to the job site in a government vehicle, if necessary, as determined by the Supervisor.

ARTICLE 24

SMOKING

24.1 Smoking is prohibited in all facilities occupied by Employees of the Mobile District. Outdoor smoking areas shall be designated by the Employer which are reasonably accessible to Employees and provide a measure of protection from the elements.

24.2 Smoke breaks will be permitted, not to exceed fifteen (15) minutes during each four-hour work period. These breaks will not be in addition to the designated rest breaks in Article 10.5.

24.3 The Employer shall sponsor free smoking-cessation programs upon a showing of sufficient interest, during working hours, which Employees may attend, at their election, while on Administrative Leave.

ARTICLE 25

EMPLOYEE ASSISTANCE PROGRAM

25.1 GENERAL: The Employer will continue to provide an Employee Assistance Program (EAP) as a free benefit for all permanent Employees and their immediate family members. The EAP is specifically designed to provide quick and effective assistance in dealing with personal problems.

25.2 POLICY:

a. The objective of the Employee Assistance Program (EAP) of the Mobile District is to identify and help eliminate problems that permanent Employees might have which impact upon their work performance, attendance, or conduct. The EAP is designed to help Employees and their family members get assistance on a confidential and professional basis without jeopardizing the Employee's job, future, or reputation. It is the goal of the EAP to provide permanent Employees and their immediate family with assistance for personal problems through initial assessment and, where necessary, referral to appropriate professional resources.

b. The Mobile District recognizes that poor physical condition and/or personal problems can have an adverse impact on job performance and/or conduct. It also recognizes that most personal problems can be dealt with successfully if identified early and referred for appropriate care. The EAP is designed to deal with a broad range of personal problems ranging from alcohol and drug problems, emotional/behavioral disorders, family and marital discord, to financial, legal and other personal problems.

c. It is the policy of Mobile District that an Employee's personal life outside of the work place is concern only when it adversely affects job performance, reflects discredit upon the organization or in opposition to the district goal of a work place free from illegal use, possession, or distribution of controlled substances.

d. Employees who have personal problems are encouraged to seek counseling and information on a confidential basis by contacting the Employee Assistance Program Administrator or the organization providing EAP services. Employees are assured of complete confidentiality. The professional services of the EAP are being provided by an outside agency.

e. Participation in the EAP is voluntary and Employees are encouraged to seek assistance before a problem interferes with job performance or conduct. When performance or conduct problems are

not correct by normal Supervisory attention, Employees will be encouraged to seek assistance to determine if personal problems are causing unacceptable performance or conduct. If deficiencies persist, the Employee may be subject to normal corrective procedures.

f. There will be no charge for initial diagnostic services performed by the outside agency. Initial diagnostic services may also be provided to the immediate family members of Employees covered by the EAP. If costs are incurred for rehabilitation services that are not covered by Employee's insurance, the cost will be responsibility of the Employee.

g. Employees will be allowed to attend EAP counseling sessions on official time or appropriate leave, as approved by the Supervisor.

25.3 PUBLICITY: EAP posters will continue to be placed on official bulletin boards. New Employees will be provided EAP Information Handbooks.

ARTICLE 26

FEDERAL WAGE SYSTEM SURVEYS

26.1 REGULATIONS REGARDING SELECTION of SURVEY BOARD or COMMITTEE

MEMBERS: Department of Defense and Department of Army Regulations will be followed in selection of Locality Survey Board or committee members, and/or data collectors since Union and/or Employer participation in wage surveys is not automatic under the Federal Wage System.

26.2 ADVICE and ASSISTANCE on PROCEDURES: The Union may consult with the Employer on any question in connection with wage surveys, ask for advice and assistance of procedural nature, and request action on any matter coming within jurisdiction of the Employer.

26.3 OBTAINING INFORMATION WHEN EMPLOYER NOT HOST INSTALLATION:

Where the Employer is not the Host installation (i.e., is not responsible for conducting the survey) all requests by the Union to secure information on matters under the jurisdiction of the Area Wage Survey Committee or Board should be addressed to the Host installation.

26.4 NOTIFICATION of FULL-SCALE SURVEY: When the Employer receives notice from the Department of Defense Wage Fixing Authority or other responsible authority, that a full-scale wage survey is being scheduled in an area affecting the Union, it will notify the Union. Also, the Employer will request the Host installation to provide a notice to the Union of any hearings concerning this survey.

26.5 MAINTAINING FAMILIARTY with REGULATIONS: A member of the Union will maintain a working familiarity with Office of Personnel Management, Department of Defense, and Department of the Army Regulations in connection with Federal Wage System Surveys so that he/she may be able to advise the Union on substantive matters affecting it in this area.

26.6 APPEARING BEFORE WAGE SURVEY COMMITTEE: Reasonable time during working hours and travel in accordance with JTR will be granted to one Representative from the Union to appear before the Wage Survey Committee to make a presentation on behalf of the Employees in the Union. Resource person(s) may accompany the representative if deemed in the best interest of the Government as determined by the Employer.

26.7 SERVING on LOCAL WAGE-SURVEY COMMITTEE or as DATA COLLECTORS: Employees in the Unit who service on a Local Wage-Survey Committee or as data collectors shall be on official time and travel in accordance with JTR.

ARTICLE 27

ENVIRONMENTAL DIFFERENTIAL PAY

27.1 PAYMENT of ENVIRONMENTAL DIFFERENTIALS: The payment of environmental differentials to qualified Employees will be governed by provisions of applicable laws and regulations.

27.2 LOCAL WORK SITUATIONS: The Union may request that the Employer add local work situations to existing recognized environmental categories. If the Employer's decision is not agreeable to the Union, the parties will meet to discuss this issue. If agreement cannot be reached through such consultations, the Union may request that the proposal be submitted for decision by higher authority.

ARTICLE 28

CONTRACTING OUT OF WORK

It shall be the policy of the Employer to openly and fully advise the Union regarding any proposed Contracting Out of a new revised function. The Employer will notify the Union when the District determines a study will be conducted to Contract out functions and it appears that a RIF may result. The Union will also be advised when the study is completed. When it has been determined that a function will be Contracted Out that may result in a RIF the Employer will inform the Union in accordance with the Article on RIF. The Employer will also notify the Union when the District determines that a study will be conducted to Contract Out new functions that may have been authorized and that normally would be performed by Unit members.

ARTICLE 29

REDUCTION in FORCE (RIF)

29.1 GENERAL: Through planning and other administrative methods, the Employee will seek to avoid the necessity of entering into a formal RIF action. Office of Personnel Management (OPM) and Department of the Army regulations covering RIF procedures for Employees in the competitive service will be followed in RIF actions.

29.2 NOTIFICATION: The Employer shall inform the Union of the reasons requiring the reduction-in-force procedures with as much advance notice as practicable but not less than three (3) days prior to the announcement to Employees. The notification will include, for Unit members:

- a. An explanation of the requirements for the RIF;
- b. The approximate number of positions that may be abolished;
- c. The planning and other administrative methods undertaken by the Employer to minimize the impact of the RIF;
- d. The competitive levels that may be involved; and
- e. The anticipated effective date of the actions.

29.3 NEGOTIATION: Within 10 calendars days following the notification as outlined in Section 2 of this Article, the Union will advise the Employer in writing if the Union desires to negotiate concerning the impact of the RIF of Unit members. Within 15 calendar days after the Employer receives a timely request to negotiate, the parties shall begin negotiations concerning the impact of the RIF on Unit members. In accordance with the Act, negotiations will neither negate nor impede the Employer's right to implement a RIF.

29.4 PERSONNEL FILES: The Union and Management will jointly encourage each Employee affected by a RIF to see that his/her Official Personnel Folder (OPF) and employment application are up-to-date as soon as the RIF or reorganization is announced. When requested by the Employee, the Personnel Office will review with the Employee his/her employment application and/or OPF to ensure accuracy of the employment history and the completeness of qualifications statement. The OPF and/or employment application will be used to match Employees with vacancies. Employees possessing skills in more than one area will designate the area(s) in which they wish to be matched for consideration for vacancies.

29.5 UNION-EMPLOYER COOPERATION: The Employer agrees to develop an outplacement counseling program establishing contact with Federal, state, and municipal agencies to seek employment for separated Employees.

29.6 For Reduction-In-Force, the Employer will allow the Union access to RIF records and regulatory guidance.

29.7 The Employer agrees to establish retention registers and maintain them during the implementation of the RIF procedure. When it is determined a RIF will be conducted, the Employer will provide to the Union a copy of the retention register(s) for affected Bargaining Unit Employees.

ARTICLE 30

DISCIPLINARY and ADVERSE ACTIONS

30.1 PRELIMINARY INVESTIGATION: The Employer may conduct a preliminary investigation prior to initiating adverse or disciplinary actions. Employees are entitled to Union representation during any examination if the Employee reasonably believes that disciplinary action may result and if the Employee requests representation.

30.2 NOTICE: Notice of proposed action will not be required for letters of reprimand. Notices of proposed adverse or disciplinary action will inform the Employees of all rights due them in accordance with current regulations. The notice of proposed action will be in writing and will contain statements relative to:

- a. The specific reasons for proposing the action.
- b. The right to respond orally and/or in writing and to submit affidavits or other written statements refuting the charges.
- c. The right to representation.
- d. The right to review the material relied upon in proposing the action.
- e. The name and address of the Deciding Official to whom the response should be directed and the date by which the answer must be submitted.
- f. The right to a reasonable amount of official time to review the material and to prepare and present the reply.
- g. The right to a written decision.
- h. The employment status during the notice period.
- i. Notification that the Union will be provided a sanitized copy of the proposed action.

30.3 EMPLOYEE'S ANSWER: Employees will have 15 calendar days from receipt of the letter of proposal to transmit a reply. This period may be extended upon reasonable request of the Employee.

30.4 DECISION:

- a. The Deciding Official will be at a level of authority higher than the Official proposing the action.

b. The decision will be based only on instances discussed in the letter of proposed action and the penalty imposed will be no more severe than the penalty originally proposed.

c. The letter of decision will inform the Employee of grievance or appeal rights in accordance with current regulations.

d. The Union will be provided a sanitized copy of the notice of decision.

30.5 IMPLEMENTATION of ACTION: Exercise of grievance or appeal rights over disciplinary or adverse action will not delay implementation of the actions.

ARTICLE 31

NEGOTIATED GRIEVANCE PROCEDURE

31.1 SCOPE:

a. Except as listed below, this Article provides the exclusive procedure available to the parties to this Agreement and to Employees of the Unit for the processing of grievances. Excluded from processing under this procedure are the following:

- (1) A violation relating to political activities;
- (2) Retirement, life insurance, or health insurance;
- (3) A suspension or removal for national security reasons;
- (4) Any examination, certification, or appointment;
- (5) Classification of any position which does not result in the reduction in grade or pay of an employee;
- (6) Separation of Employees serving in a probationary period;
- (7) Nonselection for promotion from a group of properly ranked and certified candidates;
- (8) Reduction-in-Force actions;
- (9) Any type of performance award or honorary award; or
- (10) Separation of temporary Employees or student Trainees (Cooperative Education).

b. Nothing in this section shall prevent Employees from exercising the option of appealing adverse actions to the Merit Systems Protection Board or processing any prohibited personnel practice defined in law through the statutory appeals process. In such matters, the aggrieved Employee may seek resolution under either the appeals procedure or the Negotiated Grievance Procedure but not both.

31.2 APPLICATION:

a. A grievance may be undertaken by the Union, an Employee, or a group of Employees. Only the Union or Representative approved by the Union may represent Employees in such grievances. However, any Employee or group of Employees may personally present a grievance

and have it adjusted without representation by the Union, provided that the Union is given the opportunity to be present at all discussions with the aggrieved during the grievance process.

b. When two or more Employees have an identical or similar grievance, the Union may select one case of processing under this procedure and the results will apply to all Employees concerned. The Union will provide the Employer, in writing, the Employee's grievance that will be processed and the names of the other Employees concerned. Such notification to the Employee will be made prior to entering a formal grievance at Step 2.

c. An Employee may withdraw the grievance, in writing to the Union and Employer, at any time before a decision is rendered, however, he/she may then not reinitiate the same grievance.

d. If the Employer fails to observe the time limits and an extension is not authorized by the Employee/Employee Representative, the Employee may advance the grievance to the next step. An Employee/Employee Representative who fails to act in accordance with prescribed time limits forfeits grievance rights. All time limits may be extended by mutual agreement.

e. A grievant has the right to submit his/her formal grievance at the step of procedure that is appropriate.

f. In exercising their rights to present a grievance, Employee Representatives will be unimpeded and free from restraint, coercion, discrimination, or reprisal.

g. Grievance forms will be provided by the Employer.

31.1 PROCEDURE: The following procedures are established for the resolution of grievances:

a. STEP 1: The grievant and/or their designated representative shall first meet with their immediate Supervisor to fully discuss the Employee's concern. This meeting must be requested within 10 calendar days of the incident or of the date the grievant became aware of the incident. This meeting must occur within 10 calendar days of the request. The Supervisor and the Employee are strongly encouraged to resolve the concern.

b. STEP 2: If the Grievant is not satisfied with the resolution reached in Step 1, he/she may submit a written grievance to his/her Branch Chief or equivalent. This written grievance must be submitted on the Negotiated Grievance Form within 10 calendar days of the meeting which took place in Step 1. As part of Step 2 the Grievant will identify his/her Representative. The Branch Chief has 10 calendar days to resolve the concern. Both parties are

strongly encouraged to resolve the concern using all resources available including face to face discussions, mediation, separate discussion, or any other resolution process. The Grievant may request mediation at any time during Step 2. The ten calendar day resolution period may be extended by mutual agreement for mediation or any other resolution process. Step 2 is completed upon written decision by the Branch Chief.

c. STEP 3: If resolution is not reached during Step 2, the grievant and/or the Representative, if any, may submit the grievance file to the Chief of the Division or Office using Section 3 of the Negotiated Grievance Form. Section 3 must be submitted within 10 calendar days from receipt of the Step 2 decision. The Division Chief is encouraged to meet face to face to resolve the concern. A written decision by the Chief of the Division or Office using Section 4 of the Negotiated Grievance Form will be provided within 10 calendar days.

d. STEP 4: If the grievance is not resolved at Step 3, the aggrieved Employee and/or Representative, if any, may forward the grievance, through the Personnel Office, for review and decision by the Commander, using Section 5 of the Negotiated Grievance Form. Section 5 must be submitted within 10 calendar days from receipt of the Step 3 decision. The Commander or his designated Representative will review the grievance and give a written decision using Section 6 of the Negotiated Grievance Form within 20 calendar days.

ARTICLE 32

ARBITRATION

32.1 RIGHT TO ARBITRATION: If arbitration is desired by either party, the request will be made to the other party in writing and must be signed by the Union President or the commander or their designees, within 15 calendar days from the Commander's decision.

32.2 SELECTING the ARBITRATOR: Within 10 calendar days from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven impartial persons qualified to act as arbitrators limited to the States of Alabama, Florida, Georgia and Mississippi. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The parties shall meet within 10 calendar days after the receipt of such list to select an arbitrator. If mutual agreement cannot be reached on one of the listed arbitrators, the Employer and the Union shall strike one name in turn from the list; the name remaining after each has struck three shall be the nominee. The first strike will be decided by the flip of a coin. The grievance may be withdrawn at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

32.3 FEES and EXPENSES: The fees and expenses of the arbitrator shall be borne equally by the Employer and the Union. The Employer and the Union shall share equally the expenses of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings. The arbitrator's hearing will be held, if possible, on the Employer's premises and during regular day shift hours of the basic workweek. All participants in the hearing shall be considered to be on duty if they would otherwise be in a duty status.

32.4 ARBITRATION PROCESS

a. The process to be utilized by the arbitrator will be in accordance with the American Association of Arbitrators (AAA).

32.5 ARBITRATOR'S AUTHORITY and EXCEPTIONS: The arbitrator's decision shall be binding on all parties, subject to the right of either party to file exceptions to an arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority. The arbitrator shall have no authority to add to or modify any terms of this Agreement or Agency policy.

ARTICLE 33

DURATION and EXTENT of AGREEMENT

33.1 EFFECTIVE DATE and TERM: The effective date of this Agreement shall be 30 days from the date it is signed by the parties or is approved by the Commander, whichever occurs first. It shall remain in effect for 3 years from the effective date. The Agreement shall be renewed for an additional 3-year period on each third anniversary date thereafter, unless between 105 and 60 calendar days prior to any such date either party gives written notice to the other of its desire to amend or modify the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the changes have been negotiated and approved.

33.2 AMENDMENTS and SUPPLEMENTS: Either party may request modification of this Agreement by notifying the other party, in writing, that negotiation is desired from that purpose. The notice shall state the nature of the revision desired and may be given no sooner than 1 year after the effective date of this Agreement and not less than 105 calendar days prior to termination date of this Agreement. Negotiations shall begin within 30 calendar days of the date of receipt of such notice. There shall be no more than one such negotiation session requested by either party during three year duration of the Contract, except by mutual consent of the parties.

33.3 SCOPE of NEGOTIATIONS: Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of Employees within the Unit. The Employer agrees to negotiate with the Union on any such policy, change in established policy, or its impact on Employees prior to implementation. It is understood that no provisions of this Agreement shall nullify or invalidate the rights of Management, Employees or the Union established by the Act, other Federal Laws, or regulations.

33.4 NOTICE: Except in emergency situations, prior to the implementation of any Employer-initiated new or modified policy, or regulations, where implementation is subject to negotiation, the Employer will give advance notice to the Union.

33.5 EFFECTIVE DATE, AMENDMENTS, and SUPPLEMENTS: Amendments and supplemental Agreements shall become effective 30 days from the date signed by the parties or approved by the Commander, whichever occurs first. They shall remain effective concurrent with the Basic Agreement.

33.6 OFFICIAL TIME: Any Employee who represents the Union in negotiating an Agreement shall be authorized official time for such purposes. A reasonable amount of official time will be allotted for preparation for negotiations, the specific amount of which shall be subject to negotiations. The number of Employees from whom official time is authorized shall not exceed the number of individuals designated as representing the Employer. The amount of time devoted to negotiations shall be reasonable, necessary, and in the public interest.

33.7 NEGOTIABILITY QUESTION: When the Employer believes that a matter is nonnegotiable, it will be immediately advise the Union. The Union may then make a written request to Employer for a written statement declaring the proposal to be nonnegotiable. Employer has 10 calendar days from the date of receipt of the Union's written request to provide the written statement of nonnegotiability. The Union then has 15 calendar days from the date of receipt of Employer's written statement to file a petition directly with Authority appealing Employer's determination of nonnegotiability. However, if Employer fails to provide the written statement within 10 calendar days of the Union's written request, the Union may then appeal to the Authority without written statement from Employer. In either case, the Union is required to serve a copy of its petition with the Office of Secretary of Defense when it appeals to the FLRA.

33.8 All other Agreements which predate this agreement shall be considered null and void unless specifically renewed by agreement of the Parties.

EXHIBIT A

**OFFICIAL TIME REPORT
FOR UNION REPRESENTATION DUTIES**

NAME OF EMPLOYEE EMPLOYEE'S ORGANIZATION DATE

OFFICIAL TIME USAGE

CATEGORY 1, CONTRACT NEGOTIATIONS.

Include Impact & Implementation (I&I) bargaining, time spent with the Federal mediation & Conciliation Service (FMCSO, Federal Service Impasses Panel (FSIP), or Federal Labor Relations Authority (FLRA) negotiability dispute proceedings, and in preparation for negotiations.

_____ hours.

CATEGORY 2, ON-GOING LABOR MANAGEMENT RELATIONSHIP.

Include time spent on labor-management committees, consultation. Occupational Safety & Health Administration (OSHA) walk-arounds, FLRA, Unfair Labor Practice and Representation proceedings, labor relations training for Union representatives, preparation of Union reports under 5 USC 7114, formal and informal meetings. "Weingarten" type meetings or preparation for meetings, and any investigation or preparation time allowed by the negotiated agreement or controlling regulations.

_____ hours.

CATEGORY 3, GRIEVANCES AND APPEALS

Include time services as a representative or as a witness to third-party proceedings and investigation or preparation time.

_____ hours.

SUPERVISOR'S SIGNATURE

EMPLOYEE'S SIGNATURE