



**US Army Corps  
of Engineers** ®  
Tulsa District

# **UNION AGREEMENT**

**AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES, AFL-CIO**

**LOCAL 3266**

**TULSA, OK**

**APRIL 16, 2002**

AFGE DRAFT CONTRACT SUBMITTED TO SWD & DFAS March 2002

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Section 3, Article 30 and Section 3, Article 28 were revised on 3-28-2002 by Dan Gibson, Duane Braxton and Kay Hoover at the request of DOD. This contract was signed by AFGE and DE on 4-16-2002. This version has page numbers.

K. Hoover

CESWT-OC

918-669-7572

**PREAMBLE**

This memorandum of agreement is executed pursuant to the exclusive recognition granted Local 3266 of the American Federation of Government Employees, AFL-CIO, (hereinafter referred to as the Union) and the Tulsa District of the Corps of Engineers, (hereinafter known as the Employer).

## **ARTICLE 1 RECOGNITION AND UNIT DETERMINATION**

SECTION 1. The Employer recognizes the Union as the sole and exclusive representative of all employees in the bargaining units described in section 2. The Union is responsible for representing the interests of all employees in the Unit without discrimination or regard to labor organization membership as provided in 5 USC chapter 71 hereafter referred to as "the statute".

SECTION 2. Members of the Bargaining Units include all non-professional, non-supervisory employees of the Tulsa District U.S. Army Corps of Engineers. Excluded are professionals, management, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in PL 95-454, "the Civil Service Reform Act". The bargaining units represented by the Union consist of:

- a. All eligible non-supervisory, non-professional employees whose official assignment and duty station are at Eufaula and Wister Project Offices.
- b. All eligible non-supervisory, non-professional employees whose official assignment and duty station is R.S. Kerr Area Office.
- c. All eligible non-supervisory, non-professional Operations and Maintenance employees whose official assignment and duty station is the Little River Area Office and Broken Bow Project Office.
- d. All eligible non-supervisory, non-professional employees whose official assignment and duty station is Texoma Project Office, Denison Texas.
- e. All eligible non-supervisory, non-professional employees whose official assignment and duty station is Kaw Project Office.
- f. All eligible non-supervisory, non-professional employees whose official assignment and duty station is core drill operations in the Tulsa District.
- g. All eligible non-supervisory, non-professional employees whose official assignment and duty station is Oologah Project Office.

- h. All eligible non-supervisory, non-professional employees whose official assignment and duty station is Fort Gibson and Tenkiller Project Office and Fort Gibson and Tenkiller Powerhouse.
- i. All eligible non-supervisory, non-professional employees whose official assignment and duty station is Keystone Project Office and Keystone Power House, Sand Springs, Oklahoma.
- j. All eligible non-supervisory, non-professional employees whose official assignment and duty station is Kansas Area Office, Fall River- Toronto Project Office, John Redmond, Elk City, Marion, and Council Grove Project Office.

## **ARTICLE 2 PURPOSE**

SECTION 1. The employer and the Union enter into this Labor-Management Agreement for purposes, among others the following:

- a. to develop and promote a spirit of Partnership between Labor and Management in the Tulsa District;
- b. to provide employees the highest degree of morale and sense of responsibility;
- c. to promptly adjust all differences arising between the Employer and the Union in matters covered by this Agreement;
- d. to promote improved personnel programs designed to aid the employees and management in the Tulsa District;
- e. to promote fair and reasonable working conditions;
- f. to improve the efficiency and effectiveness of our work activities; and
- g. to provide a safe and healthful work environment.

## **ARTICLE 3 EMPLOYER RIGHTS**

SECTION 1. Subject to Section 2 below, nothing in this Agreement shall affect the authority of the Employer:

- a.
  - to determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and; in accordance with applicable laws;
  - b. to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or

pay, or take other disciplinary action against such employees;

- c. 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;
- d. with respect to filling positions, to make selections for appointments from:
  - (1) among properly ranked and certified candidates for promotion;
  - (2) any other appropriate source and;
- e. to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

SECTION 2. The parties agree to consult and confer on:

- a. the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
- b. There will be no third party review concerning these subjects.

SECTION 3. Whenever the language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer and Union respectively retain the statutory discretion to determine who will perform the function discussed to the extent allowed by governing law and regulation.

#### **ARTICLE 4 EMPLOYEE RIGHTS**

SECTION 1. Employees in the bargaining Units shall have the right to form, join and/or assist the Union or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Nothing in the agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions. Such rights shall extend to acting for the Union in the capacity of a representative to the full extent allowed by law.

SECTION 2. Employees have the right to be treated fairly and equitably and with dignity in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicap condition and with proper regard and protection of their privacy and constitutional rights. It is agreed that the employer will endeavor to establish working conditions which will be conducive to enhancing and improving employee morale and efficiency.

SECTION 3. Employees have the right to bring matters of personal concern relating to or impacting agency activities to the attention of his/her supervisor in accordance with applicable laws, rules, regulations, or established policies, and shall be free from any and all restraint, interference, coercion, discrimination or reprisal, and may elect to have Union representation at any stage of a dispute. The employer will not require a bargaining unit member to serve as a "witness" when counseling another employee.

SECTION 4. If the employee wishes to discuss a problem or potential grievance with a union representative, the employee shall have the right to contact and meet with the union representative on duty time. The employee will arrange with his supervisor to be released from duties to contact and meet with the union representative when he/she requests to exercise this right unless there is a pressing operational exigency. The employee will report to their supervisor on their return.

SECTION 5. The Employer will notify bargaining unit employees annually of their right to representation during investigatory examinations. When the employee requests representation, the examination shall be postponed a reasonable time to allow for the presence of an appropriate Union Representative.

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

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

SECTION 8. All employees have the right to work in a safe

and healthful work environment.

SECTION 9. If injured on the job, an employee has the right to counseling and assistance in following the proper reporting procedures and filing the necessary forms.

## **ARTICLE 5 UNION RIGHTS**

SECTION 1. The Union is the exclusive representative of the employees, as defined in Article 1 section 2, and is entitled to act for, and represent the interests of those employees in the exercise of their rights under the Civil Service Reform Act, the Statute, and this Contract.

SECTION 2. The Union shall have the right to negotiate procedures that the Employer will observe in exercising its authority pursuant to 5 U.S.C. § 7106(B) (2).

SECTION 3. The Union shall have the right to designate/elect a reasonable number of officials, representatives, and stewards who are entitled to perform representational duties in accordance with the Civil Service Reform Act, the Statute and this Contract. The Union shall supply the Employer with a current list of all officers, committeemen, other representatives, and authorized union stewards within ten (10) calendar days after the election or appointment.

SECTION 4. The Union shall have the right to be present at any formal discussions between one or more representatives of the Employer and one or more unit employees or their representatives, concerning grievable actions or any personnel policy or practice or other general conditions of employment. The Union also shall have the right to be present at informal discussions where the employee reasonably believes that the discussion may result in disciplinary action against the employee, and the employee requests representation. The Employer agrees to publish the employee's right to be represented by the Union (Weingarten) on an annual basis and further agrees to ensure each bargaining unit member acknowledges receipt of the notice.

SECTION 5. When an employee has not selected the Union to represent him on a grievance, a Union representative may be present during the formal grievance hearing subject to the

following:

- (1) the Union representative can participate in the hearing only as an observer;
- (2) the Union representative may not be present during the time when information of a personal or security nature is discussed; and
- (3) the Union representative is to treat information discussed at the hearing as confidential and not subject to discussion outside the hearing with the exception of the Union President.

SECTION 6. The Employer recognizes the Union's statutory right to access and or obtain data, which relates to representational activities.

- a. The Employer shall furnish to the Union, or its authorized representative(s), at no cost to the Union, upon request, and to the extent not prohibited by law, data which:
  - (1) is normally maintained by the Employer or its agent in the regular course of business;
  - (2) is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining;
  - (3) is needed by the Union in performing any lawful representational duties;
  - (4) does not constitute guidance, advice, counsel, or training provided for Management officials or supervisors relating to collective bargaining.
- b. Information furnished to the Union under this Article will be provided within a reasonable time period.

SECTION 7. The Employer will allow the Union to post a Union prepared notice of exclusive recognition on all official bulletin boards within the units of recognition. This notice shall also list the names, locations and telephone numbers of the Union's officers and a statement of Employee and Union rights. The Union will keep this information accurate and current and provide revisions throughout the life of the Contract.

SECTION 8. The Union shall have the right to present to the Employer its written and/or oral views concerning any



personnel policy, practices or any other matter affecting the conditions of employment. The Employer recognizes its obligation to provide timely response to such communications if a response is appropriate.

SECTION 9. The Union shall have the right to conduct membership drives. Such drives may be conducted on the Employer's premises based upon the Union's request, during the employees non-duty time. Membership drives must not interfere with employees performance of their duties.

SECTION 10. The Union shall have the right to meet and/or communicate with bargaining unit employees concerning representational matters subject to the statute, law, rules, regulations, and this Contract. The employer agrees that duly designated representatives of the Union will be admitted to the installation to meet with Employer or Union representatives during working hours on appropriate matters. Union representatives will be announced in advance, if possible, to the supervisor in charge.

SECTION 11. Union officials, representatives and stewards who are members of the bargaining unit shall have the right to use a reasonable amount of official time for performance of representational duties and to participate in meetings or other proceedings in accordance with applicable laws and this contract. Representatives, stewards, and officials made known to the Employer by the Union President/designee shall be recognized by the Employer and shall be the only persons authorized the use of official time for representational purposes.

SECTION 12. The Union shall have the right to determine its number of representatives and stewards. The Union shall decide who will represent specific bargaining unit employees. The Employer and the Union will coordinate on when the representation will be done, and where the Representatives will go.

## **ARTICLE 6 PROVISIONS OF LAW, REGULATIONS AND PRIOR AGREEMENTS**

SECTION 1. In the administration of all matters covered by this Agreement, existing and future laws shall govern the parties.

- a. In any conflict between the provisions of this Agreement and any rule, regulation, policy letter, manual, etc. issued after the effective date of

this agreement, the terms of this Agreement shall govern. Should the parties disagree concerning whether the provisions of this contract, or a law, rule, or regulation govern in a particular situation, either party, or the parties jointly, may invoke arbitration to settle the issue.

SECTION 2. This Agreement's provisions and any supplementary agreements made to this agreement supersede all local conflicting instructions and agreements. Previous agreements, MOUs and etc. not specifically altered, modified or changed remain in effect.

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

#### **ARTICLE 7 UNION REPRESENTATION**

SECTION 1. The Employer agrees to recognize duly authorized representatives designated by the Union.

- a. The Union President is the primary point of contact for receiving all correspondence concerning Labor-Management Relations in general.
- b. The representative assigned by the President to represent an employee on a particular issue will be the point of contact for that case or issue.

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

SECTION 3. Union officials and representatives are authorized use of official time to the full extent allowed by law to perform their duties and discharge their responsibilities under the Civil Service Reform Act, the Statute and this contract.

- a. The Employer agrees there shall be no restraint, interference, coercion, or discrimination against a

Union official because of the performance of such duties.

- b. This does not preclude employees being called back to their official duties if an emergency exists that demands their presence at work.
- c. Internal Union business (as defined by the Statute) shall not be conducted on official time.
- d. The Employers concerns regarding a Union representatives use of official time shall be brought to the attention of the Union President.
- e. Unresolved disputes concerning the use of official time may be submitted to binding arbitration by either party for resolution.

SECTION 4. The Employer will advise all new Unit employees of the name of the exclusive representative and strive to provide them with a copy of this contract on their first day of duty.

#### **ARTICLE 8 EMPLOYER-UNION COOPERATION**

SECTION 1. Upon request, the Employer will provide the Union with a list of the names, position titles, and grades of all employees assigned to the unit of recognition.

SECTION 2. The Employer and the Union agree to meet as necessary to discuss such matters as: safety; the interpretation and application of this agreement; the interpretation and application of rules, regulations, and policies; the correction of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee-supervisor relationships; the promotion of education and training; the betterment of employee working conditions; the strengthening of employee morale; and other matters subject to discussion in this agreement. It is agreed individual grievance will not be taken up during these meetings. Records of the meetings shall be kept by procedures agreed to by both parties. Agenda items will be submitted by both parties three (3) working days in advance of each meeting.

SECTION 3. The Union and the Employer agree to work towards improved communications, and will strive to provide advanced notice of meetings, events, training, and other mutually relevant activities.

## ARTICLE 9 HOURS OF WORK

SECTION 1. The Employer agrees that:

- a. The employer agrees to provide employees at least two weeks advance notice of a change in their tour of duty. This provision is subject to the following exclusions:
  - (1) Emergencies and/or when such notice would seriously handicap the employer in carrying out its functions;
  - (2) If such notice would cause the Employer's costs to substantially increase;
  - (3) Anytime the supervisor and employee(s) mutually agree to a shorter time frame.
- b. The administrative workweek shall be seven consecutive days, Sunday through Saturday. The regular basic workweek shall be Monday through Friday, with Saturday and Sunday as non-work days, except for employees assigned to rotating shifts, irregular tours of duty or those participating in authorized alternate work schedules. Irregular tours of duty and rotating shifts may be established by the Employer, conversely, the Employer acknowledges its obligations under the Civil Service Reform Act.
- c. The non-overtime workday shall not exceed eight hours except for employees who are participating in alternate work schedules.
- d. The occurrence of holidays shall not affect the designation of the workweek.

SECTION 2. Full-time employees shall have their tour of duty arranged to allow each employee two consecutive workdays off in their scheduled workweek except when it would seriously handicap the Employer in carrying out its functions and/or result in substantially increasing costs. Seasonal work requirements and workload contingencies may temporarily breach the intent of this provision e.g. when compliance would require significant additional funding and or addition FTE.

SECTION 3. Changes in the tours of duty will be rotated equitably among qualified employees. A Union

representative may consult with the supervisor concerning tours of duty assignments. A record of employees' tours of duty shall be maintained by the Employer and upon request will be provided to the Union.

SECTION 4. Consistent with the nature of their work, employees will be given reasonable time to: (1) clean-up before lunch periods and at the end of the workday; (2) change clothes at the beginning and end of the workday; and (3) store, clean-up and protect Government property at the end of the workday.

SECTION 5. At a minimum one rest period, not to exceed 15 minutes, shall be allowed during each four-hour period of continuous work. Activity Hazard Analysis for the activity may identify additional requirements for rest periods and duration.

SECTION 6. Work shifts and irregular tours of duty will be rotated among the employees who are assigned to positions that involve shift work and irregular duty tours. Should a particular work shift or irregular tour not be rotated, the employee with the longest continuous service in grade in the unit, will have first opportunity at the assignment.

SECTION 7. The Employer will ensure that work requiring extended travel for an employee is accomplished in the most safe, practical, efficient and economical manner.

SECTION 8.A compressed work schedule utilizing a 5-4-9, 4-10 or a seasonal combination 4-10/5-4-9 work schedule may be established in lieu of the standard work week provided that a majority of the crew members indicate a preference for the same compressed schedule. Crew composition determinations will be made by the Project Manager with due consideration given to the interdependence of the crew members. The compressed work schedule must take into consideration the safety effects of proper daylight during seasonal changes. Those employees not considered as a "member of a crew" may utilize the Tulsa District's AWS plan or other provisions of this agreement.

- a. Polling employees to determine their preference shall be accomplished by either secret ballot or by a private one-on-one discussion with each affected

employee and may be achieved by the supervisor or the Union.

- b. If the supervisor, and a majority of employees, agrees to adopt an approved alternate work schedule, it may be implemented with no further action required.
- c. If the Union determines that the majority of employees desire to work an alternate schedule, it will petition the supervisor in writing or e-mail to implement the chosen alternate schedule. After receiving the Unions petition the Employer shall provide the Union within seven (7) working days one of the following:
  - (1) a proposed starting date for the crews alternate work schedule, or
  - (2) a written or e-mail request for further discussion on the issue; or
  - (3) a written notification by the supervisor that he has determined the alternate schedule would cause an adverse impact.
- d. If the Employer requests further discussion, a meeting shall take place as soon as practicable to discuss the additional issues.
- e. If agreement cannot be reached at the conclusion of the discussions the Union agrees to notify the District Commander. Within ten (10) workdays after receipt of such notice the District Commander shall meet with the Union President and discuss the issue.
- f. If agreement has not been reached by the conclusion of these discussions with the Commander the Union, in accordance with applicable law and regulations, may submit the impasse to the Federal Service Impasse Panel (FSIP), for final resolution.

SECTION 9. If the Commander determines that any existing alternate work schedule at a specific location has caused an adverse impact, the Commander will notify the Union in writing of this determination. The Commander will attach to the notice all material, data and or evidence relied upon to support the adverse impact determination.

- a. Upon receipt of such notice and within five (5) working days, the Union will notify the Employer:

- (1) that it agrees with the determination in which case the schedule may be terminated as soon as is practical; or
- (2) Based on the material, data and evidence provided the Union disagrees with the determination and requests formal discussions with the Commander concerning the issue.

- b. If agreement has not been reached by the conclusion of these discussions the Union in accordance with applicable law and regulations, may submit the impasse to the Federal Services Impasse Panel (FSIP), for final resolution. The status quo must be maintained until the FSIP'S final decision.

SECTION 10. A compressed schedule utilizing 12-hour work shifts may be established in lieu of the standard workweek at locations where permanent twenty four (24) hour shift work is required. The Union shall determine whether a sufficient majority of the employees desires to work this specific alternate work schedule. If the Union finds that sufficient majorities of employees do desire to work the 12-hour shift the procedures outlined in sections 8 c., 8 d., 8 e. and 8 f. of this article apply. The Memorandum of Understanding (MOU) dated December 21, 1999 remains in effect and is applicable.

## **ARTICLE 10 ROTATING SHIFTS**

SECTION 1. The parties mutually agree to support the practice of "trading time" between employees working rotating shifts at the same duty station.

- a. A complete and explicit turnover of responsibilities shall be made between the off-going and on-coming employees at that time;
- b. On-coming personnel will be in proper uniform and ready to work;
- c. Exchanges will be between employees with equal qualifications, as determined by the Employer.
- d. Bargaining unit employees found abusing the provisions of this section may lose the privilege

of participating in this program for the life of this agreement.

- e. The supervisor will approve/disapprove the request and maintain a record of all time traded. Requests will not be disapproved arbitrarily. Disapprovals, with justification therefore, will be provided in writing upon request of the employee.
- f. This practice will not have the effect of increasing or decreasing the number of compensable hours of work, over a period of time, where it is voluntary on the part of the employees.

SECTION 2. Concerning the practice of trading time all of the following conditions apply:

- a. The trading of time must be done "voluntarily" by employees participating in the program.
- b. The trading of time between employees shall be accomplished within the same pay period.
- c. The reason(s) for trading of time are not based on the Employer's operations of the department, but the employee's desire or need to attend to personal matters.
- d. A record of all trading of time is maintained by the Employer;
- e. Employees who wish to trade time will submit written requests to the appropriate supervisor no more than thirty (30) calendar days in advance and normally no less than one (1) shift prior to the exchange. The request will specify the employees involved and exact dates and times of the trade.

SECTION 3. The parties agree to support the practice of "early relief" wherein an employee working rotating shifts may relieve another employee on the previous shift or tour of duty prior to the scheduled starting time. Such early relief may occur pursuant to employee agreement, whether expressed or implied.

- a. Early relief is limited to one (1) hour or less and need not be recorded. Early relief requires supervisory approval. The supervisor will not withhold the approval arbitrarily.



- b. Early relief will be accomplished between employees with equal qualifications on a one for one basis with the relieving employee assuming the duties and responsibilities of the relieved employee.
- c. Employees reporting in for early relief may not relieve a peer without being in proper uniform and ready to work.

SECTION 4. Individual employees may not make a grievance regarding any issue arising under Article 10, Rotating Shifts. Only the Union can make a grievance regarding Rotating Shifts.

### **ARTICLE 11 OVERTIME**

SECTION 1. The Union may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equal among all employees as far as possible. Supervisors shall not assign overtime work to employees as reward or penalty.

SECTION 2. Employees will be informed two (2) days in advance when overtime is required, except in an emergency.

SECTION 3. Overtime assignments will be distributed and rotated equitably among qualified employees in accordance with their particular skills or specialized training, except in emergencies. Overtime records will be available and accessible by the Union. Higher graded employees shall not be assigned duties below their grade levels on overtime, when qualified employees at lower grades are available, except where mission requirements dictate otherwise.

SECTION 4. Where feasible, employees in training or on details shall receive equal consideration for overtime work in their regular assigned organization. This equal consideration assumes that the employee's training assignment or detail is in an area near to his regularly assigned organization and that his availability for overtime work would in no way affect the training or detail.

SECTION 5. Employees who are called back to work overtime

shall be paid a minimum of two (2) hours pay, regardless of whether the employee is required to work the entire two (2) hours.

SECTION 6. An employee will be paid standby duty pay for regularly scheduled standby duty when he is required to remain at or within the confines of his duty station. Entitlement will be determined under the provisions of the governing regulations.

SECTION 7. No employee shall be denied the opportunity to work overtime solely because he has taken leave during the same pay period.

SECTION 8. At the employee's discretion, compensatory time off may be requested in lieu of paid overtime.

## **ARTICLE 12 ASSIGNMENT OF WORK**

SECTION 1. The Employer agrees that employees will be assigned work that is appropriate to their job descriptions. The statement, "performs other duties as assigned," shall not be construed as meaning work performed continuously at a higher or lower grade level. Duties regularly assigned and performed for an appreciable amount of time will be described in the job description and graded according to the appropriate job evaluation standards. Employees will be furnished a copy of their job descriptions initially and as changes are made. Assignment of duties to employees is not limited by the content of the job description. Insofar as possible, supervisors will avoid assigning to employees incidental duties which are inappropriate to their positions and qualifications. The Employer agrees to consider the views and recommendations of the Union in the assignment of work and whether duties assigned to employees should be described in their job descriptions.

SECTION 2. A detail is a temporary assignment of an employee to perform duties not covered by the official job description for temporary periods of time authorized by the Office of Personnel Management. Details may be used to meet temporary needs of the activities when necessary services cannot be obtained by more desirable or practicable means. To the maximum extent feasible and practicable, details to higher-graded duties not requiring competitive procedures

will be rotated among employees in the unit of recognition. Details may be made appropriately under circumstances such as follows:

- a. To meet emergencies occasioned by abnormal workload, change in mission or organization or unanticipated absences.
- b. Pending official assignments, pending description and classification of new positions, pending security clearances and for training purposes.

SECTION 3. When an employee in the unit of recognition is detailed to any position in which he has had no previous experience, he shall be given a reasonable break-in period with an experienced employee.

SECTION 4. No detail will be made to evade promotions. The Employer is responsible for assuring that details comply with the open-competitive principle of the merit system. Details will be accomplished in accordance with applicable regulations and the Merit Promotion Plan. The Employer assumes the responsibility for keeping details within the shortest practicable time limits and for a continuing effort to secure necessary services through use of appropriate personnel actions. Details shall not last more than 120 calendar days without approval of appropriate higher authority.

SECTION 5. Details in excess of thirty (30) consecutive calendar days, will be documented and maintained as a record in the employee's Official Personnel Folder (OPF). This will not preclude employees from updating their OPF by documenting details of less than thirty (30) consecutive calendar days, consecutive calendar. Any employee who is detailed for more than thirty (30) consecutive calendar days, shall be given a job description, a written set of duties, and a copy of the Request for Personnel Action (RPA).

### **ARTICLE 13 EMPLOYEE TRAVEL**

SECTION 1. Normally, employees will receive at least ten (10) days notice when they are selected for assignments that involve travel to ensure necessary arrangements for obtaining, lodging, tickets, transportation and etc. can be accomplished during work hours prior to departure. Employees not eligible for a Government travel card shall receive an appropriate cash advance prior to departure. No

employee shall be required to travel without the following:

- a. travel orders, or authorization of the travel approving official;
- b. information about TDY location, lodging in the area, and work assignment; and
- c. when applicable, the name of the person they will be reporting to and/or working for.

SECTION 2. Administratively controllable travel will be scheduled during the employee's basic workweek. Time spent traveling shall be considered hours of work if:

a. Exempt employees (5 U.S.C. Section 5542 and 5 CFR Section 550-112)

1. The time spent in a travel status away from the official duty station of an employee is not hours of employment unless:

a.) The time spent is within the days and hours of the regularly scheduled administrative workweek of the employee, including regularly scheduled overtime work; or

b.) The travel (1) involves the performance of work while traveling, (2) is incident to travel that involves the performance of work while traveling, (3) is carried out under arduous conditions, or (4) results from an event which could not be scheduled or controlled administratively.

b. Nonexempt employees (Fair Labor Standards Act and 5 CFR Section 551.4222)

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

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

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

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

d.) An employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on nonworkdays that correspond to the employees regular working hours;

e.) An employee who travels from home before the regular workday begins and returns from home at the end of the workday is engaged in normal "home to work" travel; such travel is not hours of work. When an employee travels directly from home to a temporary duty

location outside the limits of his or her official duty station, the time the employee would have spent in normal home to work travel shall be deducted from hours of work as specified in paragraphs b. and c. above.

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

1.) The actual travel time that is hours of work under this section; or

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

SECTION 3. When practical and in accordance with rules contained in the Department of Defense JTR'S, employees may choose their preference of lodging. Temporary Lodging should be reasonably sanitary, adequately securable, private and provide the basic services needed for personal hygiene.

SECTION 4. Normally, suitable meals will be available at the place of lodging. Where such meals are not available, transportation will be authorized for employees to obtain meals.

SECTION 5. In accordance with the Joint Travel Regulation, while on TDY, an employee will be authorized transportation to and from suitable laundering facilities and to purchase necessities.

SECTION 6. Where mission requirements permit a choice of mode of travel, employees may elect their preference. Travel and per diem reimbursement in such cases will be based on constructive travel computations in accordance with appropriate regulations.

SECTION 7. Where mission requirements permit, an employee may depart from his/her permanent duty station or the employee's temporary duty station earlier or later, respectively, and use leave during this time if the alternate departure times are on basic work days and/or include part of the basic work week.

SECTION 8. TDY will be rotated among qualified and available employees with requisite skills on a fair and equitable basis consistent with mission requirements. The

determination as to "available" and "requisite skills" shall not be arbitrary and/or capricious.

SECTION 9. To the extent possible, employees selected for TDY will be advised before departure of the shifts they will be working while on TDY. To the extent operationally feasible, employees will be assigned to the same shift while on TDY as they occupy at their regular duty station.

SECTION 10. If TDY requires an employee to be away from his/her official duty station for more than 30 calendar days, where possible the employee will be allowed to voluntarily return to his residence during non-workdays. In accordance with applicable regulations, the employer will pay travel expenses equal to the amount of per diem an employee would have received had he remained at the TDY location.

SECTION 11. Should an emergency arise involving the immediate family of an employee who is working TDY, the employee shall be immediately returned to their official duty station. The Employer will provide transportation when possible or authorize payment for travel.

SECTION 12. Employees in a travel or TDY status may claim up to five (5) dollars for personal phone calls for their first week and five (5) dollars for each additional week.

SECTION 13. Employees who must travel may utilize a government vehicle or their POV. However, the following conditions apply:

- a. Use of a POV must meet the requirements of applicable regulations;
- b. The employee's use of their POV shall be strictly voluntary;
- c. Employees using their POV will be reimbursed at the rate allowed by applicable regulations;
- d. In certain situations, the use of a rental car or taxi will be more advantageous to the Agency. When appropriate a rental or taxi shall be used.

SECTION 14. Records of TDY assignment will be maintained for a period of twenty-four (24) months and will be furnished to the Union upon request for the purposes of representational activities.

## **ARTICLE 14 MERIT PROMOTION AND PLACEMENT**

SECTION 1. This Article incorporates the provisions contained in Southwest Division Corps of Engineers Regulation 690-1-335 (Merit Placement and Promotion Plan), dated 1 March 2000. Revisions will not apply without mutual consent of the parties.

The following appendices to SWDR 690-1-355 are incorporated under the limiting terms of this section:

- (1) A Career Ladders;
- (2) B Order of placement consideration;
- (3) C Resumix processes.

SECTION 2. It is agreed that the Employer will utilize the skills and talents of its employees to the fullest extent possible.

SECTION 3. Advance consideration will be given to Tulsa District employees before using competitive procedures.

SECTION 4. The minimum area of consideration for filling all bargaining unit position vacancies will be District wide. All qualified applicants within the minimum area of consideration (Tulsa District Employees) will receive full consideration for the position(s). All vacant positions within the bargaining units, which the Employer intends to fill competitively shall normally be advertised with fourteen (14) calendar days of the date the position became vacant. Should the employer fail to advertise the vacancy in the allotted timeframe, upon request, written justification/explanation will be provided to the union.

SECTION 5. All vacancies within the units of recognition, which are to be filled competitively, will be announced and posted on official bulletin boards. All vacancy announcements will normally be open for fourteen (14) calendar days. If bulletin boards are not located at the work site, the supervisor will be provided with adequate copies of announcements.

SECTION 6. Vacancy announcements will include:

- a. Statement of nondiscrimination;

- b. Announcement number and opening and closing dates (a minimum of fourteen (14) calendar days will be allowed between the opening and closing days).
- c. Position number(s); title(s), series and grade(s).
- d. Number of vacancies to be filled, if more than one.
- e. Test to be used, if any.
- f. Promotion potential, if any.
- g. Selective placement factors, if any.
- h. Knowledge, skills, and abilities required by the position.
- i. Geographic and organizational location.
- j. Whether or not relocation expenses will be paid.
- k. Summary of the duties of the position.
- l. Summary of OPM eligibility and qualification requirements.
  - m. Duration of the appointment, if temporary.
- n. For temporary promotions, a statement if the position may become permanent.
- o. Name and telephone number of the Personnel Specialist to contact for information relating to the announcement.
- p. Special working conditions, such as weekend work, tour of duty, travel requirements, expected overtime, etc.
- q. Physical requirements.
- r. The different levels at which the position may be filled if it is a multiple-level announcement.
- s. Additional specific information relevant to the evaluation of the candidates, e.g., writing samples, portfolios, license requirements etc. if appropriate.
- t. Statement that the position is sensitive and the incumbent is subject to an appointment investigation.

SECTION 7. Open continuous announcements and announcements for standing registers may be used based on local experience of the effectiveness of such announcements.

SECTION 8. If a vacancy announcement has been posted and any information is later found to be in error or subsequently changed, i.e., area of consideration, duty station, grade change, career ladder of the position, or if there is a change in the factors by which the candidates will be evaluated, the announcement must be amended citing the change and whether or not the original applicants need to re-apply in order to be considered. Length of time extensions due to amendments will be handled on a case by



case basis. Notice of cancellation of vacancy announcements will be posted on all official bulletin boards.

SECTION 9. Each Area office shall develop and maintain a trained, knowledgeable RESUMIX coordinator. Employees needing assistance in applying for positions under the RESUMIX system are encouraged to seek assistance from their area's coordinator or CESWD-HR CPAC.

SECTION 10. In establishing the best qualified list of applicants for positions located within the units, the Employer shall ensure:

- a. To be eligible for promotion or placement, candidates shall meet the minimum qualification standards prescribed or approved by OPM and selective placement factors identified as essential for successful performance by the closing date of the announcement. Notification of ineligibility shall be forwarded to applicants prior to submission of the referral list to the selecting official.
- b. A job analysis shall be developed to determine the knowledge, skills and abilities required to identify the best qualified candidates for the position to be filled.
- c. All candidates for promotion shall be evaluated under the appropriate crediting plan for the position to be filled.
- d. A crediting plan shall be based on a job analysis to identify the knowledge, skills, and abilities for successful job performance. Knowledge, skills, and abilities will differentiate superior candidates from other employees or applicants.
- e. When a panel is used, the following conditions will apply:
  - (1) Panels shall be convened and operated in accordance with the Merit Promotion and Placement Plan;
  - (2) The panel will not give out the name, address, social security number, age, sex, or race of the applicant(s);
  - (3) The panel will be instructed on procedures for rating and ranking applicants and may be reviewed by the Union for consistency and for correct use of the crediting plan.

SECTION 11. For bargaining unit positions, management agrees to panel position in which the referral list they

receive contains eight (8) or more candidates to determine the "best qualified" candidates. For lists of seven or less, management can make a selection from that list without using a "panel" process if they chooses to do so. Management still retains the flexibility of paneling, interviewing or screening on lists of seven (7) or less if they choose to do so, however for eight (8) or more it is mandatory.

SECTION 12. If the selecting official interviews applicants, all best qualified candidates who are referred will be interviewed. When a face-to-face interview is not possible, a telephone interview is acceptable. The selecting official is responsible for ensuring that interview questions are job-related.

SECTION 13. The selecting official will expeditiously render a decision after receipt of the best qualified list.

SECTION 14. Upon request from a unit member, the servicing personnel specialist for the organization will provide the unit member the name of the selecting official for the vacancy announcement, whether the member was on the referral list issued by the CPOC and who was selected. If the unit member was not on the referral list, the CPAC will contact the CPOC to find out why the candidate was not referred. If the unit member was referred, they may contact the selecting supervisor to find out areas where they could improve for future opportunities. If and evaluation panel was used, the panel members should not transmit any information concerning a personnel action to any applicant or other unauthorized person. The selection official will not discuss the personnel action with the employee until it has been officially offered by the Human Resources Office to the selectee(s) and the selectee(s) has accepted.

SECTION 15. An employee who has been selected for a competitive promotion will have his/her promotion effective no later than one complete pay period following selection unless circumstances require otherwise (i.e., within-grade increase, long distance moves, exigencies of the Employer). An employee's level of compensation upon promotion shall be set in accordance with applicable regulations.

SECTION 16. A file sufficient to allow reconstruction of the competitive action will be kept for two years, unless

there is a grievance or complaint pending on the particular promotion action, in which case the file will be retained in accordance with regulations concerning the filing of documents related to grievances or complaints. Upon request the Union shall be given a complete reconstruction on the selection process of any bargaining units job announcement that is filled in accordance with appropriate laws and regulations.

SECTION 17. The Employer will temporarily promote any employee who is assigned duties of a higher graded position, provided the employee meets all requirements and the performance of the duties last 30 consecutive calendar days or longer. Any temporary promotion will comply with the Merit Promotion Regulations.

## **ARTICLE 15 POSITION CLASSIFICATION**

SECTION 1. A position consists of the duties and responsibilities currently assigned or delegated by competent authority. All position descriptions within the bargaining units shall be accurate and properly classified.

SECTION 2. The Employer will annually review position descriptions with employees to ensure they accurately reflect the currently assigned duties of the employees. Significant duties and responsibilities which are regular and recurring shall be accurately reflected in the official position description.

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

SECTION 4. The Union shall be notified in advance when it is determined that a classification or reclassification of a job series will affect the pay or status of a group or groups of employees in the unit of recognition. The Employer will provide the Union with as much advance notice as possible of any changes to be made in the grade controlling and/or principal duties and responsibilities of groups of job series held by bargaining unit members.

SECTION 5. An employee may initiate a request for a position review by bringing to the attention of the

immediate supervisor any significant aspect of duty assignments believed not to be covered by the official position description. An employee may meet with appropriate management officials to discuss any position description problems. If the supervisor agrees that material differences exist, arrangements will be made for preparing a new position description or amendment to bring the position up-to-date. If no agreement can be reached, the employee has a right to file a grievance.

SECTION 6. Any employee with an accurate position description has the right to appeal the classification of the position in accordance with appropriate regulations. When an employee alleges inequities in their job title or grade, they shall be furnished information on their complaints and appeal rights and procedures set forth in applicable regulations. Employees may elect to be represented in discussing the matter with management when presenting a formal job evaluation complaint or appeal. Two or more employees may appeal jointly if they occupy identical positions and agree on the basis of the appeal. The employee(s) may file such an appeal themselves, or may designate in writing a representative to process the appeal for them. Where the classification of a position results in the reduction in grade or pay of an employee, at the employee's option, he or she may appeal through the negotiated grievance procedure contained in this contract, or to the Merit Systems Protection board, but not both.

## **ARTICLE 16 TRAINING**

SECTION 1. The Employer and Union recognize that the continuous development and growth of all employees is desirable. In accordance with appropriate Government wide regulations and policies, consistent with its needs and within the funds available, the Employer agrees to provide mission-related training to unit members and encourage employees in their efforts for self-improvement. Training needs shall be regularly reviewed and modern training practices and techniques used. The Employer agrees to publicize information regarding appropriate training opportunities.

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

employee's Individual Development Plan. The following criteria will be used by the Employer and explained to employees when developing individual training plans:

- a. the availability of funds;
- b. existing and projected staffing needs;
- c. the work requirements of the job;
- d. the potential use of the training by the employee in his/her current position; and expected development of the employee.

SECTION 3. Appropriate inclusions for Individual Development Plans may include:

- a. short and long-range career goals;
- b. training and development assignments designed to achieve career goals;
- c. training experience that will improve the employee's knowledge, skills, and abilities;

SECTION 4. If a training request for an employee is disapproved, the employee will be officially notified of the disapproval and, upon request, in writing, given the specific reason(s) for the denial.

SECTION 5. The Employer will make reasonable adjustments in the employee's work schedule to allow completion of the approved training. Unless an employee is on extended training, and when such absences are not precluded by workload, the Employer may approve employee requests for short periods of excused absence, not to exceed 20 (twenty) hours per week to attend job related educational programs from which the Employer expects to derive a benefit. If the excused absence is denied the employee will be provided, upon request, in writing, the specific reason(s) for the denial.

SECTION 6. The Employer will develop and administer training programs to aid employees in enhancing their knowledge and skills in order to perform their assignments with maximum effectiveness.

- a. The employer agrees to fully consider the recommendations and views of the Union concerning the development of such programs.
- b. If funds are available, and the employee is accepted into a long term government training program, employees may be granted extended training not to exceed nine (9) consecutive months. This

training may only be used if the training is mission-related to the organization and the employee requests the training.

- c. New Tulsa District training programs will be advertised so that all eligible and interested employees will have knowledge of their availability and the opportunity to participate in them.
- d. Where personnel shortages exist in a particular area of skill, employees will be apprised of future appointments and encouraged to make themselves competitive.

SECTION 7. Any developmental assignments which reach beyond the employee's current position and in effect help prepare the employee for potential promotion and or advancement shall be advertised and filled competitively. The announcement for developmental assignments shall clearly state the Employer's intent in offering the assignment. If the intent involves potential future promotion or advancement opportunities that too must be clearly stated in the announcement.

SECTION 8. Where a need exists, all employees will be given equal opportunities for cross training.

SECTION 9. If new equipment or processes which would bring about changes in assignments or need for training are to be used, the Employer will give the Union as much advance notice as possible.

SECTION 10. Formalized training programs will not exclude consideration of employees outside the training program for competitive journeyman level positions. The employee must possess the required training, experience and skills that are necessary for competent performance in the competitive journeyman-level position.

SECTION 11. The Employer agrees that Union representatives may attend training designed to educate them on matters within the scope of statute, Executive Orders, and this Contract. A non-cumulative block of 120 hours per year is granted to the Union for representational training purposes. Travel for and attendance at such training will be considered duty time. Nonexempt employees will receive compensatory time.

SECTION 12. The Union President shall be responsible for determining which representatives will receive training and

what training is needed. Coordination with the representative's immediate supervisor shall occur as much as possible prior to the date of attendance. The supervisor shall make every effort to release the employee to attend such training, however, the supervisor has the right not to release the employee if an emergency exists that demands the employee's presence at work during the time requested for training.

SECTION 13. The following are examples of appropriate subject matters for Union sponsored training;

- a. Representational/stewardship duties and responsibilities.
- b. Collective bargaining and negotiations.
- c. Interest based bargaining.
- d. Alternative dispute resolution.
- e. Health and safety.
- f. Training on the contract.
- g. Occupational workers compensation program. Federal Labor Relations Authority—how, when, and where to file the appropriate charge, complaint, petition, etc.
- h. Merit system protection board—how, when, and where to file the appropriate complaints/appeal.
- i. Office of Special Counsel—how, when, and where to file the appropriate complaint/appeals.
- j. Explaining laws, rules, regulations, statutes, and Executive Orders.
- k. Equal Employment Opportunity—how, when, and where to file appeals and the working thereof.
- l. Partnership—how to build, maintain, improve a true and workable partnership.
- m. Grievances and appeals—when, where, how to file and execute a grievance.
- n. Arbitration—procedures, how to invoke, and when to invoke.
- o.

## **ARTICLE 17 EQUAL EMPLOYMENT OPPORTUNITY**

SECTION 1. The Employer and the Union agree to cooperate to the fullest in providing Equal Employment Opportunity to all qualified applicants/employees and to prohibit discrimination because of age, race, color, religion, sex, national origin, or other matter covered by 29 CFR 1614 and all other applicable laws, rules and regulations including

the provisions of this contract. Both parties agree to promote and support all programs for EEO through a positive and continuing effort.

SECTION 2. The Employer agrees to consider and provide a written response to recommendations and suggestions submitted by the Union on matters relating to the Equal Employment Opportunity Program and program improvements. It is further agreed that the Employer will consult, confer, or bargain on matters affecting working conditions of employees.

SECTION 3. Any employee who believes they have been discriminated against in any matter because of race, color, religion, sex, age, or national origin may file an EEO complaint through the statutory process by contacting a designated EEO counselor, or a grievance but not both. Complaints must be filed within 45 calendar days of the occurrence or the date the aggrieved person knew or reasonably should have known of the discriminatory event or personnel action.

- a. Any unit employee who initiates an EEO complaint is entitled to elect representation of his or her choice, to include union representation, at any time during the complaint process. Union representatives will be required to use official time for representation duties during the EEO complaint process.
- b. The Employer, upon receiving a complaint will process the complaint and take necessary action as the circumstances may warrant.
- c. When the complaint is filed against an employee's supervisor, the Agency may consider reassigning either of the individuals during the investigative process.

SECTION 4. When an employee files a complaint through the statutory process the Employer shall respect the Union's role and will ensure the following:

- a. EEO counselors will be required to inform any potential complainant covered by this agreement of their right to representation, including Union representation, during the pre-complaint counseling.
- b. The Employer agrees to discuss with the Union potential settlement agreements that may impact on other employees in the unit or that may violate the Union Agreement.



SECTION 5. Upon request, and consistent with applicable laws and regulations, the EEO complainant and/or their designated representative will be provided a copy of any and all records pertaining to the discrimination complaint within a timely manner, including a copy of the investigative file.

SECTION 6. It is understood and agreed that EEO counselors, officials, and other EEO management officials will contact the designated representative of EEO complainants on all matters pertaining to the case.

SECTION 7. The chart on the following page details the steps and times for discrimination complaint processing. While this chart provides a basic guide for processing such complaints, actual processing instructions and time limits for processing discrimination complaints under 29 CFR, Part 1614, are contained in that regulation.

**OVERVIEW OF FEDERAL SECTOR COMPLAINT PROCESSING**  
UNDER 29 C.F.R. PART 1614

**Occurrence**

45 Days

**Counselor Contact**

30 Days

**Notice of Right to File**

15 Days

**Complaint Filed**

180 Days

**Complaint Investigated and Notice Issued**

30 Days

**Hearing Requested / Hearing Not Requested**

If Requested 180 Days

**Findings and Conclusions**

60 Days

**Agency Final Decision**

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

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

## **ARTICLE 18 ANNUAL LEAVE**

SECTION 1. Accrual and use of annual leave is a right of the employee. Annual leave will be earned and accrued in accordance with applicable laws and regulations. The Employer will make every effort to grant each employee a yearly vacation of at least 14 consecutive days. Vacations longer than 14 consecutive days will normally be approved except where such an extended absence would adversely effect workload requirements and or other bona fide needs of the Employer.

SECTION 2. All requests for planned annual leave should be made in advance, with the employee submitting a completed SF 71 (Application for Leave). Approval/denial of requested planned annual leave will be communicated to the employee, via his/her supervisor, within two workdays from the receipt of the SF 71. If the request is denied the reason(s) for denial will be cited in writing on the SF 71 and a copy of the SF 71 will be given to the employee and, upon request, a copy will be forwarded to the Union.

SECTION 3. Consistent with the bona fide needs of the Employer, including workload considerations, annual leave which is requested in advance will normally be approved. Once annual leave has been approved, the Employer may cancel such leave in accordance with appropriate regulations for just cause.

SECTION 4. As soon as possible after January 1 and no later than March 30 of each year, employees will be given the opportunity to indicate their choice for a vacation period(s). The supervisor shall post the form to be used for scheduling in a central conspicuous location on the first workday in January. As employees fill out the schedule they should date their entries.

- a. If there is a conflict between two or more employees which cannot be resolved between themselves, it shall be decided by the supervisor, based on the following order:
  - (1) rotation of who had the same dates (i.e. holiday period) last;

- (2) use or lose leave balance;
- (3) seniority, Service Computation Date (SCD).

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

SECTION 5. Unplanned leave should be scheduled as early as possible. In deciding whether to approve unplanned annual leave, the supervisor should consider workload requirements and any other appropriate concerns. Unless the bona fide needs of the Employer dictate otherwise, the requested leave will normally be approved. Employees will not be required to state reasons for requesting leave, except when requesting emergency annual leave.

SECTION 6. An employee may be granted appropriate leave, in the event of a death or serious illness/injury in their family. Definition of family member for this instance is in accordance with the Federal Employees Family Friendly Leave Act.

SECTION 7. Where unforeseen emergencies arise requiring the use of leave, approval of annual leave shall be requested as follows:

- a. If the emergency arises while the employee is at work, the employee shall be responsible for ensuring that his/her supervisor or other appropriate management agent is notified of the emergency, the anticipated length of absence, and making proper leave request.
- b. If the emergency arises when the employee is not at work, and the need to take leave would prevent reporting to work as scheduled, the employee shall be responsible for ensuring that the supervisor or other appropriate official, is notified within two (02) hours in advance, if possible, of the beginning of their normal shift.
- c. If the emergency extends beyond the period for which leave was originally requested, the employee again is responsible for notifying the supervisor or other appropriate official, and requesting approval of additional leave as soon as possible.
- d. If the nature of the emergency or need for the

use of unplanned leave, prohibits compliance with the notification requirements provided above, the employee or the employee's designee shall provide such notification as soon as possible.

SECTION 8. Employees requests for advances of annual leave will be processed in accordance with appropriate agency-wide regulations. Requests for advanced annual leave cannot exceed the number of hours the employee will accrue during the remainder of the current leave year.

## **ARTICLE 19 SICK LEAVE**

SECTION 1. Sick leave is an entitlement and shall be accrued and used in accordance with appropriate regulations.

SECTION 2. If unplanned sick leave is used, the employee shall be responsible for ensuring that the supervisor or other proper official is contacted in advance if possible or within the first two (2) hours of the scheduled work shift. If valid circumstances render this notification period impossible, then the employee (or designee) will contact the appropriate official as soon as possible thereafter. Shift workers must strive to provide as much advance notice as is possible.

SECTION 3. The use of accrued sick leave will be granted upon the request of an employee when an employee:

- a. is to receive medical, dental, or optical examination or treatment;
- b. is incapacitated for the performance of duties by sickness, injury, or pregnancy, and confinement;
- c. needs leave for purposes relating to the death of a family member;
- d. would jeopardize the health of others by the employee's presence at the post of duty because of exposure to a contagious disease. The governing factor in this provision is a finding by the local health authorities (or a bona fide licensed physician) the disease is "contagious".
- e. indicates the reason for the use of sick leave is on behalf of a member of his family, the Federal Employees Family Friendly Leave Act is invoked. Employees can use up to maximum number of hours allowed by current law.

SECTION 4. Whenever possible, absences for scheduled medical, dental or optical examinations/treatment should be requested no later than seven calendar days prior to the date of the appointment. The supervisor will make every reasonable effort to grant leave for such purposes.

SECTION 5. A medical certificate will not be required to substantiate requests of approval of sick leave for three days or less except when the employee has been warned in writing about an abuse of sick leave. An employee will receive a written warning only for just cause. When an employee is required to submit a medical certificate for all periods of sick leave, the requirements will be reviewed every six months by the supervisor and employee concerned to determine if a continuation of this requirement is necessary.

SECTION 6. Upon request by the employee, an approved absence which would otherwise be chargeable to sick leave, may be charged to annual leave. If an employee becomes eligible for the use of sick leave during the time he or she is in an annual leave status, the period may be charged to sick leave and the charge to annual leave reduced accordingly.

SECTION 7. When an employee's sick leave balance has been exhausted, the employee may request advance sick leave.

- a. The Employer, after consideration of past sick leave usage may approve the advance sick leave request in cases of serious disability or illness if:
  - (1) the employee would normally qualify for the use of sick leave;
  - (2) the application is supported by proper documentation;
  - 3) the amount advanced to a full-time employee should not exceed thirty (30 workdays);
  - (4) there is reasonable assurance that the employee will return to duty and subsequently accrue sufficient sick leave to repay the advanced sick leave.
  
- b. Part-time employees, working under a regular tour of duty, may be advanced sick leave on a pro-rated basis. Temporary employees may not be advanced sick leave in excess of the amount they will earn

during the period of temporary employment.

- c. The total sick leave advanced will be charged against sick leave subsequently earned. In case of separation of any employee who is indebted for advanced sick leave, repayment of the advance will be made in accordance with appropriate regulations.
- d. Denial of advanced sick leave will be documented and explained to the employee.

## **ARTICLE 20 UNIFORMS**

SECTION 1. All employees required to wear uniforms shall receive the uniform allowance established by the Union and the Employer.

SECTION 2. Each uniformed employee will be provided a securable wardrobe locker of sufficient size to accommodate uniform items, safety clothing and personal items.

SECTION 3. The Employer will provide at no cost to each uniformed employee one pair of treated cotton coveralls and one pair of insulated treated cotton coveralls. The Employer will replace these coveralls as needed.

SECTION 4. All uniformed employees required to wear safety boots or shoes shall be provided the boots/shoes at no cost up to the maximum established allowance. Safety boots and shoes shall be provided on an as needed basis.

SECTION 5. The Employer will provide all necessary safety equipment and clothing at no cost to the employee pursuant to applicable regulations and the provisions of this contract. Employees shall not be required to purchase such items with their uniform allowance.

SECTION 6. New employees and employees who transfer or are assigned from non-uniformed positions to uniform required positions shall receive their full initial allowance within the first week of duty. Subsequent allowances will be paid on a pre-established annual basis.

## **ARTICLE 21 HEALTH AND SAFETY**

SECTION 1. The Employer agrees to provide a safe and healthful work place that is free from recognized hazards and will comply with applicable Federal, State, and Local laws and regulations relating to the safety and health of its employees. Employees will be alert to observe unsafe practices and conditions and are responsible for prompt reporting of observed unsafe conditions. The Employer shall ensure that no reprisal will be made or threatened against an employee for reporting alleged unsafe conditions or practices.

SECTION 2. The Employer agrees to post at each office a poster in accordance with OSHA regulations or its equivalent Department of Defense poster. The Department of Defense posters will be properly filled out, showing local points of contact.

SECTION 3. The Employer agrees to promptly abate unhealthy and unsafe working conditions.

SECTION 4. At field locations, the Employer agrees to install and maintain appropriate Emergency First Aid Kits and provide first aid/CPR training, in accordance with EM 385-1-1.

SECTION 5. The Employer agrees to obtain air, land, or water ambulance service, as available, for employees who become seriously ill or injured while on the job. The activity hazard analysis shall take into consideration which Emergency Evacuation Procedures are appropriate.

SECTION 6. Personal protective equipment and clothing shall be furnished by the Employer at no cost to employees in accordance with appropriate regulations and will be replaced when needed.

- a. Set allowances for prescription safety glasses and safety boots/shoes will be determined on an as needed basis. The allowances will be set at an amount that covers a mid quality item, as will be



- determined equally by the Employer and Union.
- b. An employee will be required to pay the difference in cost should he/she request personal protective equipment and/or clothing which costs more than the prescribed amounts.
  - c. Employees assigned to duty in areas where mosquitoes and other biting insects are present will be provided with insect repellants as needed.
  - d. Personal protective clothing may include but is not limited to coveralls, gloves, face masks, and hard hat liners.

SECTION 7. Foul weather clothing shall be provided by the Employer to all employees subject to working in environments or conditions that necessitate its use. Foul weather clothing may include but is not limited to:

- a. Rain suits, rain coats, rain pants, rain panchos, rain jackets and rain hoods;
- b. Appropriate footwear;
- c. Gloves, hard hat liners and;
- d. Floatation coats.

SECTION 8. An employee who believes that he is being required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the work operations or in violation of recognized National Safety Standards or Codes shall first advise his supervisor of such conditions. The supervisor shall inspect the working conditions in question as soon as possible and determine whether the work should continue or be discontinued until the unsafe or unhealthy condition can be eliminated or adequately controlled. If the employee is not satisfied with the decision of the supervisor, he may take one of the following actions:

- a. If the employee believes there is imminent danger which could reasonably be expected to cause death or serious physical harm, he may refuse to perform the work until such danger is eliminated or controlled. In these situations, the matter will be referred immediately to the District Safety Office located in the District Office, and/or the Union. The Union agrees to cooperate with the Employer in avoiding abuse of this provision.

- b. If imminent danger, as described in a. above, is not present the employee may refer the matter to the local Employee Safety and Health Committee, the District Safety Office and/or the Union. The employee will resume work pending resolution.

SECTION 9. No employee shall be required to work alone or beyond the observation of another employee in areas or work situations where a known hazard justifies the presence of another employee. The District Safety Office, located in the District Office, and representative of the Union shall investigate and make recommendations to the District Engineer regarding such determinations.

SECTION 10. Time spent by an employee in Health Services or at his/her medical facility of choice, including travel time, because of a job related traumatic injury, will be considered an excused absence from duty and not charged to the employee's leave, when it is within 45 calendar days of the injury.

SECTION 11. The employee's medical records and private medical information will be protected and maintained in accordance with the Privacy Act.

SECTION 12. The Employer agrees to compile and maintain records/OSHA 200 or equivalent, required by the Occupational Safety and Health Act and provide copies of periodic reports to the Union.

SECTION 13. As soon as practicable, in the event of an on-the-job death, serious job-related illness, or injury, the Employer will notify the Union of the incident.

SECTION 14. Employees will be provided physical examinations as may be required by applicable standards. If an employee is required to take any physical examination, the employee will be informed of the purpose of the examination and on what basis or authority the examination is required, and the employee's right to a second opinion of the results. The results of the examination will be provided to the employee and be treated in accordance with the privacy act.

SECTION 15. It is the Employer's policy to eliminate or minimize hazards and physical hardships in the workplace. When such situations cannot be practically eliminated, appropriate environmental or hazard differentials will be paid to employees exposed to such situations as provided by the appropriate CFR. The Employer recognizes that certain normal job requirements may also be considered hazardous and result in the requirement for environmental or hazard differential pay in accordance with the appropriate CFR.

- a. When the Union believes that a local work situation warrants coverage under payable categories of the CFR, it will notify the Employer of the title, location, and the nature of the hazard to justify payment of environmental differential. If it is determined that the work situation falls under the cited CFR, the employee will be paid, including back pay, in accordance with the CFR.
- b. When the Employer determines or proposes that a local work situation is such that it should be included or excluded from coverage under payable categories as defined by the CFR, it will notify the Union of the title, location and nature of the hazard and will provide in writing the reason for any denial of payment of environmental differential. The Union may investigate the proposal or determination, and rebut the employers findings.
- c. If the Employer and the Union cannot resolve the issue, the Union may refer the matter to arbitration in accordance with procedures contained in this Contract.

SECTION 16. Employees will be provided with appropriate orientation and training as needed to perform their jobs safely. The type and level of training provided will be commensurate with the tools, machinery, protective clothing and equipment (PCE) and hazards associated with the job.

SECTION 17. Rangers assigned to roving patrol will be provided with safe and dependable means of transportation and each ranger shall be equipped with an adequate means of communication in good working condition. Any employee, or group of employees, assigned work in a remote or hazardous

area shall be equipped with an adequate means of communication in good working condition.

SECTION 18. Employees who are temporarily unable to perform assigned duties because of job related traumatic injury shall be assigned limited or light duty whenever possible. Light duty assignments allow the activity to avoid unnecessary continuation of pay (COP) expenses and loss of the employee's services. These assignments also afford the employee the opportunity to provide useful service to the activity during his/her injury recovery period. A light duty assignment is an assignment that is different from an employee's regularly assigned duties. Regular duties that are modified to accommodate the employee, another job within the employee's organization, or another job in another organization at the activity may be considered a light duty assignment, within the scope of medical restrictions.

## **ARTICLE 22 DISCIPLINARY AND ADVERSE ACTIONS**

SECTION 1. Disciplinary and adverse actions against employees will be based on just cause and are intended to motivate all personnel in the maintenance of reasonable standards of conduct. When the Employer has just cause to take a disciplinary or adverse action against an employee, such action will be initiated timely after the offence was committed or made known to the Employer. Although normally the concept of progressive discipline should be followed, management will determine an appropriate course of action based on the nature of the infraction. No employee will be subject to disciplinary or adverse action for refusing to obey an unlawful order.

SECTION 2. Prior to issuing a notice of disciplinary or adverse action the employer shall:

- a. undertake any necessary preliminary inquiry to obtain pertinent facts relating to the situation;
- b. attach to the letter or notice shall contain either reference to or where appropriate copies of all material, data and or evidence relied upon to support the reasons for disciplinary or adverse action. This requirement includes any applicable law, rule and regulation relevant to the action.

SECTION 3. Prior to interviewing or questioning an employee, and where the statements (written or oral), or answers may result or contribute to a disciplinary or adverse action being initiated or taken, the Employer will

insure that the employee's rights under applicable laws, rules and this contract are not breached. The Employer agrees to:

- a. Notify the employee of their right to Union representation.
  - (1) If the employee requests representation no further action will be taken until a representative is present.
  - (2) The representative must be available as soon as practicable.
- b. Inform the employee who is to be questioned of the purpose of the questioning;
- c. Ensure that questioning occurs in a context which is not coercive in nature;
- d. Ensure that questions do not exceed the scope of the legitimate purpose of the inquiry or otherwise interfere with the employee's statutory rights.
- e. Conduct any such interview privately in a manner that minimizes embarrassment to the employee.

SECTION 4. The Employer shall, at the time a proposed disciplinary or adverse action letter is issued, inform the employee that they have representational rights which include the Union. The employee in preparing and presenting a reply to the proposed action may represent himself or herself or be represented by the Union or non-union representative of his/her choosing. After the decision has been issued the employee may represent himself/herself or be represented by the Union in the grievance procedure. If the affected employee elects to use the statutory appeal procedure, he/she may designate the Union or other representative of his/her choice. If the employee elects to be represented by the Union, copies of all subsequent correspondence addressed to the employee will be furnished to the Union Representative. Disciplinary or adverse actions are not grievable at the proposal stage. The time for grieving such actions begins on the date the employee receives the final decision letter.

SECTION 5. The procedures for taking disciplinary or adverse actions shall be as follows:

- a. The Employer shall prepare a proposal notice stating specifically, and in necessary detail:
  - (1) the reason for the disciplinary or adverse action including due consideration of the Douglas factors;
  - (2) the nexus between the employee's offending behavior and the proposed discipline;

- (3) the employee's right to Union/personal representation;
  - (4) the employee's right to respond orally, in writing or both to the next higher level of management in the employee's chain of command within 10 working days; An extension of time may be requested for sufficient reason.
  - (5) the name, title, phone number, organizational address and location of the next higher level of management in the employee's chain of command relevant to the action;
  - (6) that the Employer's decision will be in writing and based solely on the reasons (charges) specified in the notice of proposed action and will have considered any proper reply made by, or on behalf of, the employee;
  - (7) that the employee's signature block included at the bottom of the proposal solely acknowledges receipt and does not imply concurrence in any form;
  - (8) if appropriate, the employee will be notified of the availability of the Employee Assistance Program;
  - (9) advising the employee of his or her right to official duty time in all lawful aspects of addressing the proposal;
  - (10) all other applicable rights of the employee.
- b. The Employer's letter or notice shall contain either reference to or where appropriate copies of all material, data and or evidence relied upon to support the reasons for disciplinary or adverse action. This requirement includes any applicable law, rule and regulation relevant to the action.
  - c. The Employer will submit copies of the proposal notice and attachments to:
    - (1) the affected employee; and
    - (2) his or her representative if any.
  - d. The employer agrees that informal notification may be provided to the Union President regarding proposed disciplinary or adverse actions.
  - e. The employee shall be given ten (10) working days (except when the crime provision of 5 CFR 752 is invoked) to respond orally, in writing or both. An extension of this time may be requested for sufficient reason.
  - f. The Employer will issue a final written decision no later than fifteen (15) working days after either

receiving the employee's response, or the allowed time for response expires whichever ever occurs first. The final decision letter shall state specifically, and in necessary detail:

- (1) the reason for the disciplinary or adverse action, including due consideration of the Douglas factors and the employee's response/defense if any;
- (2) the nexus between the employee's offending behavior and the proposed discipline;
- (3) the employee's full grievance and appeal rights including timelines involved and right to union/personal representation;
- (4) that the employee's signature on the final decision solely acknowledges receipt and does not imply concurrence in any form;
- (5) if appropriate, the employee will be notified of the availability of the Employee Assistance Program;
- (6) advising the employee of his or her right to official duty time in all lawful aspects of grieving/appealing the decision;
- (7) in the case of a reprimand, the length of time the reprimand will remain on file;
- (8) all other applicable rights of the employee.

SECTION 6. The Employer and the Union agree that alternate forms of discipline shall be available to supervisors when a different approach to correcting an employee's behavior may be more effective. The parties agree it is particularly important to have more options available when imposing discipline in this time of increasing mission responsibilities and decreasing resources. Whether or not an employee should be offered a form of alternate discipline shall be at the deciding official's discretion. The employer agrees that informal notification may be provided to the Union President regarding proposed alternate discipline actions. The employees participation in the alternate discipline offer is completely voluntary. If the employee agrees to participate, he or she must waive their grievance and appeal rights concerning the offered alternate action. The employee may decline the offer thereby retaining their grievance and appeal rights. If the employee accepts the offer and fulfills the terms of the agreement the discipline action will be considered complete. After a period not to exceed one year all files related to the

discipline will be expunged from the employee's record. The following alternate forms of discipline are available:

- a. Paper discipline. Employees being considered for suspensions without pay may be offered, at the discretion of the deciding official, a choice of either:
  - (1) facing the suspension without pay while retaining their full grievance and appeal rights, or;
  - (2) voluntarily accepting a paper disciplinary action in which the employee remains on the job without loss of pay but in turn must sign a statement:
    - A. admitting to, and agreeing to correct the misconduct and probationary period;
    - B. waiving their grievance and appeal rights concerning this action,
    - C. which shall remain exclusively in the supervisor's files for a period not to exceed one (1) year.
- b. Creative discipline. Employees facing any form of traditional discipline or adverse action may be offered, at the discretion of the deciding official and to the extent not prohibited by applicable law, rule or regulation, a creative form of discipline. This approach incorporates the concept used by the Courts in handling misdemeanors whereby community service or special projects are assigned to individuals in lieu of fines or incarceration. In deciding what form the creative discipline will take in a given instance both supervisors and employees are free to offer innovative alternatives to formal discipline. Employees facing traditional disciplinary or adverse action may be offered, at the discretion of the deciding official, a choice of either:
  - (1) facing the proposed traditional action while retaining their full grievance and appeal rights, or;
  - (2) voluntarily accepting a mutually amenable form of creative discipline in which the employee must sign a statement:
    - A. admitting to, and agreeing to correct the misconduct and accept a probationary period;
    - B. waiving their grievance and appeal rights concerning this action,
    - C. which shall remain exclusively in the supervisor's files for a period not to exceed one (1) year.



SECTION 7. Any disciplinary or adverse action and all documentation thereof which are later found to have been unwarranted shall be expunged from the employee's records and the supervisor's files and destroyed. Inasmuch as is possible the status quo shall be restored. The employee will be so notified in writing. Any action which is later found to be unwarranted will not be considered in any future personnel action.

## **ARTICLE 23 CONTRACTING OUT**

SECTION 1. The Employer agrees to abide by applicable laws, regulations, and directives of higher authority when exercising its contracting out authority.

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

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

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

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

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

SECTION 7. The Employer will offer the opportunity for a Union representative to participate in the "walk through"

by bidders of the function undergoing a cost study.

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

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

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

#### **ARTICLE 24 REDUCTION IN FORCE/TRANSFER OF FUNCTION**

SECTION 1. When the Employer considers any of the actions listed in this article are necessary, notice will be provided to the President of the Union as soon as possible after the Employer has made such a determination. The Union will receive specific information concerning the matter, to include, but not limited to:

- a. The reason(s) for the action and the type of action to be taken;
- b. The approximate number, type and geographic locations of the positions affected;
- c. The race, sex, and age of the unit employees in the positions to be abolished;
- d. Approximate date the action is to be effected;
- e. A list of names and classifications of Unit employees affected by the Reduction In Force prior to the issuance of the specific notice(s) to employees; and
- f. A list of all vacant positions within the district, including the official description for each position.

SECTION 2. In the event of a reduction in force, existing vacancies will be used to the maximum extent allowable, in accordance with 5 CFR Part 351, to place employees in continuing positions, who otherwise would be separated from service. Retention of these employees may be by transfer to a vacant position for which the employee is qualified. All

reductions in force will be carried out in strict compliance with applicable laws, regulations, and this contract.

SECTION 3. In the event a reduction in force is implemented, the affected employees and their representatives, if any, may review the retention register and records which have a bearing on the reduction-in-force action affecting them.

SECTION 4. In no case shall the Employer give notice to the employee prior to the union receiving advance notice. The Employer will notify all employees (i.e. town hall meetings, e-mail, supervisory meetings) in at least 90 days advance of a reduction-in-force to allow ample time for all employees to know the reasons for a RIF. Upon issuance of the General notice (at least 90 days prior to the effective date) of a Reduction-in-Force affecting employees, negotiations to minimize impact on employees shall begin in accordance with statutes and this Contract.

SECTION 5. Employees who are adversely affected by actions stated in the article, as a minimum, shall be given specific notice of 60 days prior to the effective date of the Reduction-in-Force. The notice will contain the following information:

- a. The action to be taken, the reasons for the action, and its effective date;
- b. The employee's competitive area, competitive level, subgroup, service date, and annual performance ratings of record received during the last 4 years;
- c. The place where the employee may inspect the regulations and records pertinent to this case;
- d. The reasons for retaining any lower standing employee in the same competitive level;
- e. Information on reemployment rights;
- f. The employee's right, as applicable, to appeal to the Merit Systems Protection Board under the provision of the Board's regulations;
- g. Employee placement assistance; and
- h. Grade and pay retention;

SECTION 6. Additional service credit is based on the last three annual performance ratings of record which are received by the employee during the four year period prior to the date of issuance of the specific notice. No new annual performance ratings will be put on record and used

for RIF purposes after the issuance of the RIF Ground Rules

SECTION 7. Employees changed to lower grade through these actions will receive priority consideration for vacant positions in accordance with 5 CFR Part 351. Employees will receive information regarding registration in appropriate placement programs.

## **ARTICLE 25 GRIEVANCE PROCEDURES**

SECTION 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

SECTION 2. A grievance means 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 Employer concerning:
  - (1) The effect or interpretation or a claim of breach, of this collective bargaining agreement;
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- d. except that it shall not include a grievance concerning:
  - (1) Any claimed violation relating to prohibited political activities; or
  - (2) Retirement, life insurance, or health insurance or
  - (3) A suspension or removal for national security reasons, Section 7532;
  - (4) Any examination, certification, appointment; or
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee; or
  - (6) Non-selection from a group of properly ranked and certified candidates; or
  - (7) Written notices of proposed actions which, if effected, would be grievable under this Agreement; or
  - (8) Separation of employees during the initial probationary period for incompetence or

- misconduct; or
- (9) Separation of temporary employees who are separated for incompetence or misconduct;.

SECTION 3. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 4 of this Article.

SECTION 4. An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this section and pursuant to Section 7121(e) (1) of the Statute, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

SECTION 5. Disputes concerning the grievability or arbitrability of an issue shall be resolved in accordance with the provisions of this Agreement. Any rejection of a grievance on the grounds it is not a matter subject to this grievance procedure shall be executed at Step 3. Disputes over grievability or arbitrability, which are not settled at Step 3 will be referred to arbitration as a threshold issue in the related grievance.

SECTION 6. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees to discuss, prepare for and present grievances, including attendance at meetings with employer officials.

SECTION 7. Prior to initiating a formal grievance, the employee or Union representative will meet with the

employee's immediate supervisor in an attempt to settle a grievance. If they fail to reach an agreement, the employee or union representative may begin Step 1 of the grievance process.

SECTION 8. The grievance process is as follows:

(Step 1). The grievance shall first be taken up orally by the concerned employee or Union representative with the area manager/branch chief in an attempt to settle the matter. Grievances must be presented within twenty (20) calendar days from the date the employee or union representative in the action became aware of the grievance. The Union representative must be present if the employee so desires. Once the employee has exercised their right to Union representation, a copy of all correspondence that is given to the employee will also be provided to the Union, no meetings will be held with the employee without the Union representative being present. If the employee presents a grievance directly to agency management for adjustment consistent with the terms of this Agreement, the Union will have the option of an observer being present on official time. The supervisor will give his/her decision within seven (7) working days after the presentation of the grievance.

(Step 2). If the matter is not satisfactorily settled in Step 1, the Union representative and or the employee may, within seven (7) working days after receipt of the Step 1 decision, submit the matter in writing to the appropriate division chief. The division chief will meet with the Union representative and any aggrieved employee(s) within 5 working days after the receipt of the grievance. The division chief will provide the Union representative and any aggrieved employees a written answer within seven (7) working days.

(Step 3). If the grievance is not settled at Step 2, the Union President may, within seven (7) working days, forward the grievance to the District Engineer for further consideration. The District Engineer will consider the grievance and give the Union President a written answer within ten (10)

working days after receipt of the grievance.

(Step 4). If the grievance is not satisfactorily settled at Step 3, the Union President or the Employer may refer the matter to Arbitration. All time limits in this Article may be extended by mutual consent. Failure of the Employer to observe the time limits shall entitle the Union to advance the grievance to the next step.

SECTION 9. Grievances that impact across organizational lines and involve more than one employee, but which fall under the purview of a single division will be adjudicated starting at step two (2) of the grievance process. Nothing herein will preclude either party from attempting to settle such grievances informally at the lowest appropriate level.

SECTION 10. Grievances that impact across organizational lines, involve more than one employee, and involve more than a single division may be submitted by the Union President, in writing, directly to the District Engineer. The District Engineer and the Union President will meet within seven (7) working days after receipt to discuss the grievance. The District Engineer shall give the Union President his written answer within ten (10) working days after the meeting. If the grievance is not settled by this method, the Union President may refer the matter to Arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally at the lowest appropriate level.

SECTION 11. Disputes between the Employer and the Union over the application or interpretation of this contract or laws, rules and regulations pertaining thereto, where no individual employee grievance is involved, may be resolved by the following process:

- a. Within ten (10) workdays following the disagreement, the matter will be submitted in writing to the District Engineer or the Union President as appropriate. Within ten (10) workdays after the written notice, the parties will meet and attempt to resolve the disagreement. The written submission may state the precise nature of the dispute, a specific citation of the portion(s) of this contract and or a

law, rule or regulation in dispute along with a statement explaining why or in what manner it is felt that the particular portion(s) is being misinterpreted, misapplied or ignored and the specific relief or adjustment requested.

- b. A written decision will be given by the party to whom the disagreement was submitted no later than ten (10) workdays following the meeting.
- c. If the dispute is not settled by this method, either party may submit the dispute to Arbitration. The grieving party will notify the respondent of its acceptance of the decision or its intent to advance the matter to Arbitration within ten (10) workdays following receipt of the decision.

SECTION 12. As far as administratively possible, employees identified as witnesses by either party will be made available for hearings. Employees who serve as witnesses are in a duty status during related travel and the time they are serving. Witnesses shall be free from restraint, interference, coercion, discrimination and reprisal. The Employer agrees that a verbatim transcript of the entire hearing will be made at the expense of the Employer, and that a copy of the transcript or a mutually agreeable summary will be mailed or delivered to the employee(s) and the Union.

SECTION 13. All timelines referenced in this article may be extended by mutual agreement of the parties.

## **ARTICLE 26 ARBITRATION**

SECTION 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within 30 calendar days after issuance of the final decision, may be submitted to Arbitration.

SECTION 2. Within five (5) working days from the date of the request for Arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within 3 working days after receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and



the Union will each strike one arbitrator's name from the list of five and will then repeat this procedure until one person remains who shall be the duly selected arbitrator. The party to strike first will be determined by the flip of a coin.

SECTION 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case:

- a. In the event either party refuses to participate in the selection of an arbitrator.
- b. Upon inaction or undue delay on the part of either party.

SECTION 4. If the parties fail to agree on a joint submission of the issue for Arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

SECTION 5. The arbitrator's fee and the expenses of the Arbitration, if any, shall be borne equally by the Employer and the Union. The Arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing shall be in a duty status.

SECTION 6. The arbitrator will be requested to render his decision as quickly as possible, but in any event no later than 30 days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

SECTION 7. The arbitrator does not have the authority to change or modify any provision of this agreement.

SECTION 8. The arbitrator's award shall be binding on the parties and implemented as soon as is practical, but normally no later than 30 calendar days after the award is received. However, either party may file exceptions to an award with the Federal Labor Relations authority, under regulations prescribed by the Authority and Section 7122 of the Statute. The filing of an exception is just basis for delaying implementation of the award until the exception is acted upon by the Authority. Once the Authority has ruled on the exception, the final decision will be implemented in a timely manner and consistent with the decision content unless the matter is further appealed through the judicial system.

SECTION 9. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement within ten (10) workdays or set forth in the Arbitrator's award following identification of the dispute, including remanded awards.

SECTION 10. If mutually agreed by the parties, arbitration under this Article may be conducted as an oral procedure with no verbatim transcript and no filing of briefs.

SECTION 11. Absent a negative arbitrator's decision upon the arbitrability of a grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

SECTION 12. Only the Union or the Employer will decide who represents them under this Article.

## **ARTICLE 27 USE OF OFFICIAL FACILITIES, SERVICES AND EQUIPMENT**

SECTION 1. The Employer will provide a heated and air conditioned office of approximately 120 sq. ft. for exclusive use of the Union.

- a. The office entrance will have a deadbolt lock for which only the Union and building manager will have keys.
- b. The Union shall be notified when it is necessary for other than Union officials to enter the office and shall be given the opportunity to be present.
- c. In case of an emergency, the Union will be notified of the entrance the following workday and given the nature of the emergency.
- d. The office will be located wherever the senior Union official is located.
- e. All utilities costs shall be borne by the Employer.

SECTION 2. The Employer agrees to provide the Union serviceable office furnishings and equipment commensurate to other office furnishings and equipment in the area. This includes:

- a. one (1)- office desk with chair;
- b. access to two (2)- visitor's chairs;

- c. one (1) - four drawer securable file cabinet;
- d. one (1)- credenza;
- e. one (1)- telephone connected to the local system;
- f. access to one (1)- copy machine;
- g. access to one (1)- fax machine;
- h. one (1)- IBM compatible computer system connected to the District's intranet and the internet; and,
- i. access to one (1)- computer compatible printer.

SECTION 3. The Employer agrees to pay all telephone charges incurred for official representational purposes that are made using agency phones.

SECTION 4. The Employer agrees to provide the Union, upon request, access to space which is suitable for conducting representational duties, in private, at all field locations. The Union will be granted use of any conference room in Tulsa District when scheduled through the normal District or local process.

a. The Union will be granted after hours use of facilities/space for meetings that involve internal Union business. These meetings must be held during the non-duty hours of the employees involved. The Union will:

- (1) leave the facilities in the same condition as found;
- (2) be responsible for the proper care and protection of all Government property; and
- (3) adhere to all security regulations.

SECTION 5. The Union may use office equipment at any District facility for representational duties. This equipment includes, but is not limited to telephones, copy machines, fax machines, typewriters, computer systems, printers and calculators.

SECTION 6. An e-mail account will be set up for the Union and access will be allowed officers of the Union as directed by the Union President. The Union recognizes its responsibility to ensure the District's network security is not compromised through unauthorized use of its e-mail access.

SECTION 7. The Employer agrees to provide use of government vehicles for all representational purposes. Fuel and maintenance costs for such use will be borne by the Employer.

SECTION 8. Upon request, the Employer agrees to provide ample bulletin board space at each duty station for the exclusive use of the Union.

SECTION 9. Upon request, the Employer agrees to furnish to the Union a list containing the names, grades, position titles, and organization location of all employees in the bargaining units. The Employer shall provide the Union with a District Organization chart on an annual basis or as changes occur.

SECTION 10. The Employer shall provide the Union access to all applicable laws, rules and regulations.

SECTION 11. The internal mail service of the Employer shall be available to the Union for official use.

**ARTICLE 28 PAYROLL ALLOTMENTS FOR PAYMENT OF DUES**

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

- a. be in a Unit covered by this agreement;
- b. be a member in good standing with the Union;
- c. have a regular net salary, after other legal and required deductions, sufficient to cover the amount of the authorized allotment for dues; and,
- d. request the allotment on the prescribed form (SF-1187) which has been certified by the authorized Union official.

SECTION 2. The Union may submit completed, certified Standard Form 1187's to the Employer's designated Payroll Liaison Officer (PLO). The PLO will forward the SF 1187 to the serving payroll office no later than five (5) workdays after receipt.

- a. Any SF-1187 submitted to the PLO, that is not processed will be returned to the Union with the reasons why it was not accepted. Administrative errors in remittance may be recovered by appropriate means other than by reduction/corrections in subsequent remittance checks.
- b. The Union is responsible for distributing SF-1187 to its members and instructing the members on its use.

SECTION 3. The amount of dues certified on the original

allotment form (SF-1187) will remain unchanged until such time the Union president provides written certification to the appropriate Defense Finance and Accounting Service office indicating the amount of dues has changed.

- a. Allotments of all members will be automatically terminated when the Union fails to maintain eligibility for exclusive recognition. Allotments will be automatically terminated when the allotter is separated from the Federal service; transfers between agencies; moves or is reassigned or promoted to a position outside the unit for which the Union has been accorded exclusive recognition; or is suspended or expelled from the Union; or when the dues withholding agreement is terminated, suspended, or ceases to be applicable to the allotter. Deductions will be terminated effective at the end of the pay period in which the termination notice is received in the payroll office.
- b. The President of the Union will notify the Payroll Liaison Officer for the Tulsa District, in writing within ten (10) days when a member of the Union, who has authorized dues withholding and is currently employed by the Tulsa District, is expelled or ceases to be a member in good standing. Deductions in this situation will be stopped at the end of the pay period in which the notice is received in the appropriate payroll office.

SECTION 4. An employee may obtain a written request for the revocation of an allotment (SF-1188) from the servicing Payroll Liaison Officer. The completed SF-1188 must be submitted, in duplicate to the servicing Payroll Liaison Officer no earlier than the employee's first anniversary date as shown on the original SF-1187. Any SF-1188 received outside the aforementioned dates shall be immediately returned to the employee. A copy of the SF-1188 form will be provided to the Union as soon as it is received by the Employer.

SECTION 5. The Employer shall provide withholding of Union dues at no cost to the Union.

## **ARTICLE 29 NEGOTIATIONS DURING TERM OF THIS AGREEMENT**

SECTION 1. The Employer and the Union agree to cooperate in carrying out the intent of the Statute, other appropriate Public Laws, and this contract in the most expeditious and productive manner. However, the Employer shall not implement any change prior to the completion of the negotiation/bargaining process unless the change is consistent with the necessary functions of the District.

SECTION 2. The parties agree that for the life of this Agreement neither party is obligated to negotiate any subject specifically covered in this contract, except where appropriate:

- a. by the mutual written consent of both parties at any time; or,
- b. when the Employer or Union proposes changes in personnel policies, practices, and working conditions in order to comply with a new or changed law.

SECTION 3. The parties agree to bargain in good faith during any subsequent negotiations and, if necessary, to resolve impasses under the procedures provided by the Federal Service Labor-Management Relations Statute in a prompt and expeditious manner to avoid implementation delays.

SECTION 4. In accordance with the Statute, Public Law, and this Contract the Parties may negotiate on issues that are not specifically covered by this Contract, at any time during the life of this agreement at the election of either Party.

- a. The number of supplemental agreements executed under the terms of this section will be kept to a minimum. Each party will be allowed no more than one supplementary agreement within a six months' period except by mutual consent. For each supplementary agreement ground rules will be established that will incorporate appropriate procedures in case of an impasse.

SECTION 5. The following procedure will apply when it is clear that negotiation is required:

- a. Prior to implementing changes in personnel policies, practices, or matters affecting conditions of employment, the Employer will submit a notice of the proposed change to the Union President. This notice will offer the Union the opportunity to negotiate the changes by stating, "Negotiations concerning these changes shall, if requested, commence not later than 30 workdays following the receipt of the Union request unless the parties agree to a time extension."
- b. Upon receipt of such notice, the Union President shall, within fifteen (15) workdays, submit proposals on the proposed change. If the Union has questions or requests additional information on a proposed change, the time limit for submission of proposals by the Union will be extended to begin after the Employer has answered the Union's questions or upon the receipt of requested or additional information. The Union shall retain the right to accept the proposed change(s) without negotiations if it should so choose.
- c. Changes negotiated or agreed to pursuant to this Contract shall be duly executed by the Parties and shall become an integral part of this Contract and subject to all of its terms and conditions.

SECTION 6. If the Parties disagree as to whether a subject is proper for negotiations, resolution may be sought through:

- a. the Union's filing of an Unfair Labor Practice; or,
- b. either Party submitting the matter to arbitration for a decision on the interpretation of the contract as it applies to what is proper subject matter for supplementary Agreements; or,
- c. the Union's filing a negotiability appeal with the Authority.

SECTION 7. All supplements shall be a part of and subject to the terms and condition of this Contract.

SECTION 8. The Union shall have copies of all rules, regulations, and supplements or changes on which there are to be negotiations. Should the Employer determine that a matter is nonnegotiable, copies of all materials relied upon by the Employer in making such a decision shall be provided to the Union.

## **ARTICLE 30 APPROVAL AND DURATION OF AGREEMENT**

SECTION 1. The Defense Civilian Personnel Management Service, Field Advisory Service shall approve the agreement within 30 calendar days from the date the agreement is executed if the agreement is in accordance with the provisions of Title VII of P.L. 95-454 and any other applicable law, rule, or regulation (unless an exception to the provision has been granted).

SECTION 2. This Agreement shall become binding and effective on the earlier of either:

- a. the date of approval by the Defense Civilian Personnel Management Service, Field Advisory Service; or,
- b. the 31st day after execution of the agreement if it has been neither approved or disapproved by that date.

SECTION 3. This agreement will remain in full force and effect for five (5) years from the date it becomes binding on the parties. Either party may give written notice to the other party not more than one hundred and five (105) nor less than sixty (60) days prior to the five (5) year anniversary date of its intention to reopen and amend or modify the agreement.

- a. This agreement shall automatically renew thereafter on an annual basis unless either party serves written notice to the other party of its intention to reopen and amend or modify the agreement. The notice shall be submitted no more than one hundred and five (105) nor less than sixty (60) days prior to the annual anniversary date.
- b. After the agreement has been in full force and effect for three (3) years either party may propose re-opening, amending or modifying up to two (2) Articles of the agreement per year.

SECTION 4. When notice is given to reopen and amend or modify the agreement, the parties shall meet to negotiate the amendments or modifications not later than thirty (30) days prior to the anniversary date and thereafter will continue to negotiate in good faith on a regular basis. If negotiations are not concluded prior to the termination



date, the agreement will remain in effect until the new agreement becomes binding on the parties.

- a. Renegotiated agreements will conform to law and controlling rules/regulations in effect at the time of negotiations.

SECTION 5. The Employer will publish the new Labor-Management Agreement and distribute:

- a. one copy to each bargaining unit member;
- b. 10 courtesy copies of the agreement to the Union;  
and
- c. maintain a sufficient number of copies readily available for distribution to new unit members.

SECTION 6. The Labor-Management Agreement may be entered and available on the Employer's Intranet team page for use by managers, supervisors, and employees.

SECTION 7. A labor organization's request for re-determination of the Union's majority status must be pursued through the Federal Labor Relations Authority.

SECTION 8. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by an employee or group of employees with the Employer, and in no case shall it be binding upon the Parties hereto unless such agreement is made and executed in writing between the Parties hereto and the same has been ratified by the Union and approved by the Employer.

SECTION 9. The waiver of any breach or condition of this contract by either party shall not constitute a precedent in the future enforcement of all the terms and conditions herein.

SECTION 10. All rights, privileges and working conditions, which are subject to Union negotiation, that are enjoyed by the Employer, the Union, and the bargaining unit employees at the present time, which are not altered, modified or changed by this agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this agreement unless changed by mutual consent of the Parties or as required by law.

SECTION 11. All rights, privileges and working conditions, which are subject to Union negotiation, that are enjoyed by the Employer, the Union, and the bargaining unit employees at the present time, which are not altered, modified or changed by this agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this agreement unless changed by mutual consent of the Parties or as required by law.

**APPROVAL**

**IN WITNESS WHEREOF** the parties hereto have entered into this agreement:

FOR THE LOCAL NO. 3266  
AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES

FOR THE DISTRICT

Daniel Gibson  
Chief Negotiator  
Date \_\_\_\_\_

LTC Lawrence M. Norton  
Chief Negotiator  
Date \_\_\_\_\_

Robert Walker  
Member  
Date \_\_\_\_\_

Billy Banks  
Member  
Date \_\_\_\_\_

Guy Brinker  
Member  
Date \_\_\_\_\_

Dennis Johnson  
Member  
Date \_\_\_\_\_

Phil Weger  
Member  
Date \_\_\_\_\_

Charlotte Stockwell  
Member  
Date \_\_\_\_\_

**EXECUTED UNDER THE AUTHORITY DELEGATED BY THE SECRETARY OF THE ARMY:**

Leonardo V. Flor, COL  
District Engineer  
Tulsa District

Date

U.S. Army Corps of Engineers

Daniel Gibson  
President, AFGE Local 3266

Date