

LABOR-MANAGEMENT  
RELATIONS AGREEMENT

U.S.ARMY CORPS OF ENGINEERS  
FINANCE CENTER  
MILLINGTON, TENNESSE

AND

INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS  
LOCAL 259

ACCOUNTANTS

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## **PREAMBLE**

In accordance with USC 5, Part III, sub-part F, Chapter 71, section 7101, the parties hereto, intending to be bound hereby, agree as follows:

## **ARTICLE 1 RECOGNITION AND UNIT DESIGNATION**

The Employer recognizes that the Union is the exclusive bargaining representative of all professional employees of the U.S. Army Corps of Engineers Finance Center, Millington Tennessee and Huntsville, Alabama. This agreement does not cover management officials, supervisors, nonprofessional employees, confidential employees, employees engaged in federal personnel work in other than a purely clerical capacity and employees described in 5 USC 7112(b)(6) and (7). This recognition was accorded December 11, 2001.

## **ARTICLE 2 DEFINITIONS**

Section 2.1 Agreement: Labor/Management contract between the parties. The collective-bargaining agreement entered into as a result of bargaining in accordance with the Civil Service Reform Act (CSRA).

Section 2.2 Bargaining Unit: The bargaining unit as defined by Article I.

Section 2.3 Days: All references to days mean calendar days unless otherwise stated.

Section 2.4 Masculine-Feminine References: In construing and interpreting the language of this Agreement, reference to the masculine, such as "he", "him", and "his" shall include reference to the feminine.

Section 2.5 Parties: U.S. Army Corps of Engineers (USACE), Finance Center, and the International Federation of Professional and Technical Engineers (IFPTE), synonymous with Employer/Union as used herein.

Section 2.6 Professional Employee: "Professional employee" means - an employee engaged in the performance of work - (i) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities); (ii) requiring the consistent exercise of discretion and judgment in its performance; (iii) which is predominantly intellectual and varied in

character (as distinguished from routine mental, manual, mechanical, or physical work); and (iv) which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or an employee who has completed the courses of specialized intellectual instruction and study described in subparagraph (i) of this paragraph and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee described above in this paragraph.

Section 2.7 Supervisor: An individual employed by the Employer having authority in the interest of the Employer to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

### **ARTICLE 3 EMPLOYEE RIGHTS**

Section 3.1 Union Membership: Employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. This agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action.

Section 3.2 Employee Protection: Nothing in this agreement shall abrogate any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under 5 USC 7101 et seq., this grievance procedure, or any other available procedure for redressing wrongs to an employee.

Section 3.3 Informing Employees: The Union and Employer will conduct an initial informative session for bargaining unit employees on the administration of this agreement. New employees will receive an informative session within 90 days of reporting for duty.

Section 3.4 Accountability: An employee is accountable only for the performance of official duties and compliance with standards of conduct for Federal employees. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority.

Section 3.5 Non-coercion: The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings, or undertaking not related to their performance of duties.

Section 3.6 Non-discrimination: No employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap, or lawful political affiliation.

Section 3.7 Fair Treatment: All employees shall be treated fairly and equitably in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, marital status, age or disabling condition, and with proper regard and protection of their privacy and constitutional rights.

Section 3.8 Congenial Workplace: The parties agree that in the interest of maintaining a congenial work environment, both supervisors and employees will deal with each other in a professional manner and with courtesy, dignity, and respect.

Section 3.9 Weingarten Information: The Employer agrees to annually inform all employees of their rights under 5 USC 7114(a)(2)(B) by posting notice on the official bulletin boards. During initial orientation, each employee will be provided with a copy of Weingarten rights in their orientation package.

Section 3.10 Secure Storage: The Employer will make every reasonable effort to continue existing arrangements/accommodations for the secure storage of appropriate personal belongings. When new furniture is installed, the furniture will contain lockable, secure space for the storage of personal belongings.

Section 3.11 Personal Belongings: The Employer will make reasonable efforts to provide in-office security to protect employees' personal belongings. Employees will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the office. Upon request, management will instruct employees on how to file a claim for reimbursement under 31 U.S.C. 3721 and will make forms available in case of loss.

Section 3.12 Privacy: Representatives of the Employer will make every reasonable effort to conduct performance and conduct discussions between supervisors and employees in private.

Section 3.13 Subpoenas: If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Employer has knowledge of, and can control, the situation.

Section 3.14 Union/Employer Officials: All employees who are new to a facility will be introduced to the appropriate staff and Union Officers during the first week they report for duty (with the exception of Huntsville employees).

Section 3.15 Retirement Planning: The Employer will provide retirement planning information to bargaining unit employees who are within twelve (12) months of

retirement eligibility. Such information is normally available from the Army Benefits Center web site. If needed, the Employer will assist with locating information on the web site and with preparation of forms. The Employer agrees to assist employees who request help with accessing the Army Benefits Center and help with accessing a retirement counselor. Notice of this assistance will be given to the employees quarterly. The UFC will conduct periodic retirement planning seminars, or may request permission for UFC employees to attend retirement planning seminars held by other government agencies within the area.

Section 3.16 Whistleblower Protection: Employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a waste of funds, an abuse of authority, or a danger to health or safety.

#### **ARTICLE 4 MANAGEMENT RIGHTS**

Section 4.1 Law: In the administration of all matters covered by this agreement, the parties and the employees are governed by existing or future laws, including Government-wide, agency and major command rules and regulations.

Section 4.2 Rights Retained: The Employer retains the right:

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

Section 4.3 – Nothing in this section shall preclude any agency and any labor organization from negotiating:

- a. At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
- b. Procedures which management officials of the agency will observe in exercising any authority under this section; or
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 4.4 Future Agreements: The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section 4.5 Nonabridgement: In exercising the rights or management, the Employer shall not nullify or abrogate the rights of the Union or the employees as contained in the law, rule, or regulation or other provision of this Agreement. In addition, the right to bargain over the impact of any decision involving a retained right, and the right to negotiate procedures for implementing such decisions, shall not be abridged by anything in this Article.

## **ARTICLE 5 UNION RIGHTS AND REPRESENTATION**

Section 5.1 Recognition: The Employer recognizes that the Union has the exclusive right to represent all employees in the Unit in negotiations and joint meetings with the Employer with regard to matters affecting the conditions of employment.

- a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to negotiate with the Union regarding the substance (as permitted by the Statute) and on impact and implementation of any new policy or change in policy affecting the employees or their conditions of employment. This does not mandate bargaining on permissive subjects.
- b. The Union, in consonance with its right to represent and the Employer's right to set policy, has a right to propose or recommend new policy, change in policy, or resolutions to problems. Such recommendations and/or proposals will be provided in writing to the Employer's designated representative.
- c. The Employer will recognize the duly elected Local officers and officials/representatives designated by the Union, including stewards. The Union will supply the Employer in writing, and will maintain on a current basis, a list of the Union officers and officials. The Union may post the list of Local officers and officials and/or area stewards on official bulletin boards.

- d. The Employer will recognize representatives of the IFPTE National Office. The Union shall provide reasonable notice to the Employer of visits to be made by representatives of the IFPTE National Office. Such visits will be approved in advance.

Section 5.2 MWR Fund: The Employer agrees that whenever an MWR fund or its equivalent is maintained, there will be at least one (1) Union representative (named by the Union) on the committee.

Section 5.3 Union Bypass: Consistent with 5 U.S.C. 71, the Employer will not communicate directly with employees regarding conditions of employment in a manner which will improperly bypass the Union under law.

Section 5.4 Union/Management Meeting Procedure: The following procedures shall apply to Union/Management meetings:

- a. A representative of the Employer and the Union will meet, as the need arises, to discuss issues prior to issuance concerning a change in a personnel policy or practice or other general condition of employment.
- b. The name and organizational locations of representatives shall be exchanged by the parties. Any changes in designees shall also be furnished.
- c. Joint Union-Management meetings shall be held upon request by either party, at mutually agreed upon times and locations. Specific item(s) for discussion should normally be provided in advance of the meeting by either party, although items not submitted may be discussed.
- d. Joint meetings will be conducted during regular duty hours with Union officials authorized official time without loss of leave or pay.
- e. New or changed policy proposals affecting conditions of employment which cannot be readily agreed to may be submitted for negotiation in accordance with negotiation procedures established in this agreement.
- f. A meeting between representatives of the Union and the Finance Center Director or his designated representative may be held at least quarterly on an agreed upon schedule. Such meetings shall serve to provide the Employer and the Union an opportunity to develop an understanding of problems relating to the LaborManagement Relations Program. These quarterly meetings shall be in addition to those described in parts (a), (b), and (c) of this Section, as those are held as needed and requested.

Section 5.5 Representation: The Union will be provided an opportunity to be represented at all formal discussion between management and employees or employee representatives

concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of employees in the Unit. A meeting requested by either the Union or Employer, or a meeting or bargaining session prescribed by Agency/Activity policy or this agreement shall be considered a formal discussion and the Union shall be notified in advance of such a meeting and of its right to be represented.

- a. The Union has the right to represent an employee or a group of employees in presenting complaints.
- b. The Union has the right to have a representative present at all formal discussions between the Employer and an employee or employees, held in the course of proceedings conducted to resolve complaints, grievances or appeals submitted by a member of the Unit. The Employer will notify the Union President or designee before such discussions are held. The Union shall be allowed up to twenty-four (24) hours to provide a representative.

Section 5.6 Stewardship: The Union shall designate a reasonable number of Union representatives in the various organizations having employees in the Unit. The Steward or Local official may prepare and present complaints, grievances or appeals on official time.

Section 5.7 Official Time: Union officers and officials shall be permitted reasonable time during working hours as set forth below without loss of leave or pay to represent employees in accordance with this agreement. Reasonable official time will be granted annually for report preparation required by 5 USC 7120(c). Representational issues arising at the Huntsville office will be handled via phone, fax, e-mail or video teleconferencing. In those unusual situations where electronic communication equipment does not provide for adequate representation of the offsite bargaining unit employee, the Employer will endeavor to determine an alternate means to resolve the issue. To obtain approval for official time, the Union representative shall request the time from their immediate supervisor (or designee) at the earliest opportunity with information such as intended destination, estimated time it will take to conduct the representational duty and the nature of business. Should the Union representative find that more time than that first authorized is needed, request should be made to the supervisor who granted the initial request. Upon returning to the work site, the Union representative will notify the supervisor. The supervisor will annotate the "Official Union Time" worksheet and both the supervisor and the employee will initial the form.

Section 5.8 Internal Union Business: Internal Union business, such as attending Union membership meetings and collecting union dues, will be conducted during non-duty hours between 6:00 A.M. and 6:00 P.M., Monday through Friday, of the employees involved. Upon request and subject to normal security limitations, the Union may conduct two (2) membership drives of up to three (3) days' duration each per year, exclusive of September and October due to year-end processing. The Employer will provide the Union with space in the main break room, a table and chairs, and the TV and

VCR on the moveable cart for use in these membership drives if space is available and if the request is received at least one (1) week in advance.

Section 5.9 Restraint: There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this agreement and 5 USC, Chapter 71, et seq., or against any employee for filing a complaint or acting as a witness under this agreement, 5 USC, Chapter 71, or applicable regulations.

## **ARTICLE 6 VOLUNTARY ALLOTMENT OF UNION DUES**

Section 6.1 Deduction: The Employer shall deduct Union dues from the pay of the employees in the Unit subject to the following provisions. The Parties agree that the actions of DFAS may be beyond their control.

Section 6.2 Forms: The Union agrees to procure form SF-1187, “Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organizational Dues” and furnish them to eligible members desiring to authorize an allotment for withholding dues from their pay.

Section 6.3 Certification by Union: The President or other authorized officer of the Local shall certify each SF-1187 that the employee is a member in good standing in the Local, insert the amount to be withheld, and submit the completed SF-1187 to the customer service representative (CSR) of the Finance Center.

Section 6.4 Changes in Dues Structure: The President or other authorized officer of the Local shall notify the Employer’s representative of the Finance Center when the Local’s dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of a thirty (30) day notice. Such change may not be effected more than once in a twelve (12) month period.

Section 6.5 Effective Date: Allotments will be effective at the beginning of the first full pay period after receipt of the SF-1187 by the CSR whenever possible.

Section 6.6 Suspension of Membership: The Local will promptly notify the CSR in writing when a member of the Local on dues withholding is expelled or suspended.

Section 6.7 Remittance: The Employer agrees to have the payroll servicing officer prepare a bi-weekly remittance check at the close of each pay period for which deductions are made and forward it to the financial officer of the Local. The check will be for the total amount of dues withheld for that pay period.

Section 6.8 Union Address: The President of the Local will immediately notify the appropriate CSR in writing of any changes in the name and/or address of the financial officer of the Local.

Section 6.9 Revocation: A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the payroll-servicing officer. After receipt of such notice by the payroll servicing officer, revocation will become effective as of the first full pay period following one (1) year from the original date the employee authorized dues withholding or beginning the first pay period after 1 February, if the allotment has been in effect for one (1) year. The Employer shall provide the Local appropriate notification of the revocation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

Section 6.10 Cost: The Employer agrees to provide this service without charge to the Local or members, and to continue this service regardless of contract status as long as the Local holds exclusive recognition in accordance with Title VII 5 USC.

Section 6.11 Union Copy: The Employer will, upon receipt, furnish a copy of all SF1188's to the Union.

## **ARTICLE 7 ORIENTATION OF NEW EMPLOYEES**

All new employees shall be informed by the Employer that the Union is the Exclusive Representative of employees in the unit. Representatives of the Union shall be afforded fifteen (15) minutes to speak at orientation sessions for new employees, to provide such employees with an introduction to the purposes, goals, function, and achievements of the Union.

## **ARTICLE 8 WORKWEEK, HOURS OF WORK, FLEXTIME AND SCHEDULES**

Section 8.1 General: Where changes in hours of work, days of work, tours of duty, or administrative workweek are involved, the Employer and Union will meet to discuss the change prior to implementation when appropriate and required by 5 U.S.C., Chapter 71. In all cases, establishment and changes in hours of work, days of work, tours of duty, and administrative workweek will comply with the provisions outlined in 5 CFR Part 610.

Section 8.2 Basic Work Week: The basic workweek shall consist of forty (40) hours spread over a maximum of five (5) consecutive eight (8) hour days, with the exception of the Alternate Work Schedule (AWS).

Section 8.3 Shifts: Schedules for shift employees will be posted. Changes in shift schedules shall be subject to impact and implementation bargaining. Assignments will be based upon employee preference, if practical. Efforts may be made to allow for personal hardships when shift assignments are made.

Section 8.4 Flexible 5/4/9 Work Schedule: In addition to the fixed 5/4/9 compressed schedule currently in effect, the Employer will offer a flexible 5/4/9 work schedule. The workday will begin no sooner than 0630 and must be completed by 1800. Core hours will remain between 0900 and 1500 with a thirty (30)-minute un-paid lunch between 1100 and 1300.

- a. Employees who elect to work the flexible 5/4/9 work schedule will work one (1) 8-hour day, eight (8) 9-hour days and have one (1) regularly scheduled day off. The 8-hour day and the regularly scheduled day off shall be the same from pay period to pay period under normal circumstances. The regularly scheduled day off may change during the first five (5) workdays of the month due to submission deadlines for reports or if there is a mission requirement.
- b. By law, an employee on a flexible tour will be credited with eight (8) hours of holiday leave for federally recognized holidays. If a holiday falls within a given pay period, the holiday becomes the employee's 8-hour day. If two (2) holidays fall within a given pay period, the first holiday becomes the employee's 8-hour day and the employee will be required to take one (1) hour annual leave, leave without pay, compensatory time or credit hours earned to make up the one (1) hour that cannot be charged as holiday leave.
- c. The 5/4/9 flexible schedule will be implemented with the understanding that there must be sufficient employees scheduled to work each day so that the mission can be accomplished. The Employer agrees that supervisors will consider each employee's request for the regularly scheduled day off. When more employees request a particular day off than can be allowed because of workload, the employees will first be offered the opportunity to resolve the problems themselves. If they are unsuccessful, the employee's regularly scheduled day off will be determined by the supervisor who will give priority based on the employee's service computation date.

Section 8.5 Religious Observances: An employee whose personal religious beliefs require that he abstain from work during a scheduled work period may elect, subject to approval of his Employer, to engage in overtime work for the time lost in meeting those religious requirements. Any employee who elects such overtime work, subject to approval of the Employer, shall be granted equal compensatory time off from his scheduled tour of duty (in lieu of overtime pay) for such religious reasons, or requirements, in accordance with PL 95-390. Request for this time off must be made in writing one (1) week in advance.

Section 8.6 Rest Break: Each employee is authorized one fifteen (15) minute rest break after completion of one-fourth (1/4) of the normal work day and one fifteen (15) minute rest break to be taken after completion of three-fourths (3/4) of the normal work day. A rest break will not be scheduled to shorten a tour of duty. A rest break will not immediately precede the lunch break nor immediately follow the lunch break, e.g., a rest break shall not be a continuation of the lunch break. In the event that an employee's

duties require working during a portion of the authorized break, then the break period will be adjusted to ensure a full fifteen (15) minute break. Employees will be allowed to take the rest break away from the immediate work site.

Section 8.7 Union Bargaining. Changes in the length of the lunch period will be negotiated with the Union (this does not apply to minor changes in individual schedules). The Employer agrees to implementation and impact bargaining with the Union in changes to the work hours (this does not apply to minor changes in individual schedules).

## **ARTICLE 9 OVERTIME**

Section 9.1 Employee Assignment: Overtime assignments shall be made as the needs of the work require and shall be distributed as fairly as possible to all qualified employees. The Employer shall consider such circumstances as the condition of the employee's health and other personal problems when assigning employees to work overtime. Individual employees shall not be forced to work overtime or compensatory time against their expressed desires if full requirements can be met by other substantially equally qualified employees within the division willing to work. The Employer shall give as much advance notice as possible when assigning employees to work overtime. Supervisory personnel will not normally perform overtime duties considered nonsupervisory duties when qualified non-supervisory employees are available. Professional personnel will not normally perform overtime duties considered nonprofessional duties when qualified nonprofessional employees are available.

Section 9.2 Procedures: Overtime/holiday work for bargaining unit employees will first be offered to the employees normally responsible for doing the work. If that employee refuses the offer, volunteers will be requested within the team or smallest organizational element. If there are too many volunteers, seniority will be used to determine who will work the overtime. If not enough volunteers are available; the supervisor may elect to use inverse seniority to require working overtime, or solicit volunteers outside the team or smallest organizational element.

Section 9.3 Compensation: An employee shall be neither compelled nor permitted to work overtime without compensation. Employees shall be compensated for any partial hour worked in increments of fifteen (15) minutes. An employee, who has left the work site upon completion of his tour of duty and is then called back to work, shall receive not less than two (2) hours compensation. Wage Grade system employees shall not be required to take time off during regular shift hours in their regular workweek in order to compensate or offset overtime hours worked. Graded employees at or below the minimum salary rate of grade GS-10 will be compensated at overtime rates for all time worked over eight (8) hours per day or forty (40) hours per week unless such employee elects to take compensatory or credit time in place of overtime. AWS (alternate work schedules) may create exceptions.

Section 9.4 Sunday Premium: If in the future employees ever have a basic work schedule which includes a period of service, any part of which is within the period commencing at

midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of twenty-five (25) percent of the employee's base hourly rate of compensation for each hour of work performed during the period of service. An employee's regular scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment, except where the Employer determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Section 9.5 Night Differential: For regularly scheduled time worked between the hours of 6:00 PM and 6:00 AM, GS employees shall be paid addition compensation at the applicable rate of pay.

## **ARTICLE 10 LEAVE AND HOLIDAYS**

Section 10.1 Annual Leave: Employees will schedule annual leave for the year by 15 February of each calendar year. The vacation/annual leave schedule is to be established giving preference to employees according to their service computation date.

- a. Reasonable effort will be made to accommodate employees for special occasions to include religious, and other holidays, and funerals.
- b. The supervisor and the employee will make every effort, consistent with work requirements, to assure that the employee does not lose annual leave. The supervisor will endeavor to afford each employee leave at the time the employee considers convenient and desirable. If leave has been previously approved, the Employer will make every reasonable effort to avoid canceling annual leave. The Employer will inform the employee of the reasons for such actions as soon as the requirement for such cancellation is known (in writing). The employee will be given the opportunity to reschedule the leave.
- c. When more employees request leave for a particular time period than can be spared because of workload, the employees involved shall be offered the opportunity to resolve the problem between themselves. If they are unsuccessful, leave shall be granted by seniority, as determined by the employee's service computation date.
- d. When personal emergency circumstances conflict with leave plans, an employee may, with concurrence of his supervisor, cancel and/or reschedule previously approved leave.
- e. Unforeseen circumstances of a personal nature may prohibit an employee from requesting and obtaining prior approval of his absence. In such cases, the employee is responsible for notifying his supervisor within a time span consistent with the nature and degree of the emergency (if possible, within two (2) hours of the start of the employee's tour of duty). Subsequent approval of annual leave for such an

absence is a supervisory decision, which shall take into consideration the mitigating circumstances.

Section 10.2 Sick Leave: Employees will accrue sick leave in accordance with statute and appropriate regulations. Sick leave is an employee benefit to be used by an employee for absence required by illness, injury, medical appointments, pregnancy and confinement, or to give care and attendance to a member(s) of his immediate family.

- a. Time spent by an employee in obtaining a job related medical examination required by the Employer or treatment at the appropriate health unit shall be time in duty status.
- b. When an employee requires use of sick leave, he will notify his supervisor by telephone or other means generally within two (2) hours of the start of the first day of absence.
- c. Sick leave of more than three (3) consecutive workdays must be supported by a medical certificate unless the employee was not attended by a physician. If the employee was not attended by a physician, the employee's certification showing satisfactory evidence of incapacity may be accepted in lieu of a medical certificate. In cases of extended illness, medical certificates may be required periodically, if necessary, to establish the employee's continued inability to return to duty for health reasons.
- d. In individual cases of sick leave problems, acceptable medical documentation may be required for each absence. Whenever there is reason for the Employer to believe that an employee may be abusing sick leave, the Employer may counsel the employee first prior to imposing sick leave restrictions by requiring the employee to provide a supporting medical certificate for each sick leave request. When an employee is placed under leave restriction, the supervisor will provide written notification of such restriction. Leave usage/problems will be reviewed at least every sixty (60) days and if the employee's leave usage/problems improves to an acceptable level, or all cases of sick leave usage are supported by acceptable medical documentation, the leave restriction notice will be cancelled.

Section 10.3 Legislative provisions: The parties agree that the following policies are applicable to bargaining unit employees:

- a. Family and Medical Leave Act of 1993. Covered Federal employees are entitled to a total of twelve (12) administrative workweeks of unpaid leave during any twelve (12) month period for:
  - (1) the birth of a son or daughter and care of the newborn;
  - (2) the placement of a son or daughter with the employee for adoption or foster care;

- (3) the care of a spouse, son, daughter, or parent with a serious health condition; and
- (4) a serious health condition of the employee that makes the employee unable to perform the duties of his or her position.

Upon return from such leave, an employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

- b. **Family Friendly Leave Act.** Most covered Federal employees may use up to one-hundred-four (104) hours/thirteen (13) days of sick leave each leave year to care for a family member or to arrange for or attend the funeral of a family member. Full time employees may use forty (40) hours/five (5) days of sick leave for these purposes without regard to their current sick leave balance. An additional sixty-four (64) hours /eight (8) days may be used if the employee maintains a balance of at least eighty (80) hours of sick leave in his or her sick leave account.
- c. **Sick Leave for Adoption.** Federal employees are entitled to use sick leave for purposes related to the adoption of a child.
- d. **Leave for Bone Marrow or Organ Donation.** Federal employees are entitled to use seven (7) days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone marrow donor and thirty (30) days of paid leave each calendar year (in addition to annual or sick leave) as an organ donor.

Section 10.4 Maternity/Paternity Leave: Employees who are pregnant will be allowed to work as long as they and their doctors feel it is wise, prior to delivery of the child. Maternity leave in the form of sick leave, annual leave, or leave without pay will be granted during delivery and confinement and until the employee is released by the doctor to return to work. Additional annual leave or leave without pay shall be granted for up to three (3) months per the Family Friendly Leave Act so that mothers may make child care arrangements. Fathers may be granted paternity leave, i.e., the use of annual leave or leave without pay in order to care for their newborn child, the child's mother or other minor children. The amount of time allowed shall depend upon the circumstances of the individual case and operational needs.

Section 10.5 Absence for Adoption or Foster Care: The family and medical leave act of 1993 made available to Federal employees an entitlement up to a total of twelve (12) weeks of leave for the placement of a child through adoption or foster care. In these instances, the employee's entitlement to leave under the act expires twelve (12) months from the date of the adoption or placement. Upon returning from leave, an employee is entitled to be restored to the same or an equivalent position he or she held when the leave began.

Section 10.6 Military Leave: Employees who are members of the National Guard or Reserves will be granted military leave not to exceed fifteen (15) days per year. This can be used for active duty or training. If an employee is called to duty as a member of the National Guard or Reserves and has used all his/her military leave, he/she must be granted leave without pay upon request, or may be granted annual leave if so desired.

Section 10.7 Administrative Leave: Administrative leave may be granted to employees of the Finance Center in accordance with applicable laws and regulations. At the discretion of the Employer, administrative or excused leave may also be granted for events affecting the Employer's facility such as snowstorms, floods, lack of heat or electricity and similar occurrences.

Section 10.8 Health Screenings: In the case of an employee with fewer than eighty (80) hours/two (2) weeks of accrued sick leave, the President directed agencies to establish a policy that provides up to four (4) hours of excused absence each year for participation in preventive health screenings. This is in accordance with the executive memorandum directing agencies to allow Federal employees to take full advantage of health screening programs and other effective preventive health matters.

Section 10.9 Holidays: Employees shall be granted all holidays given to Federal employees by statute and shall also receive holidays granted through Executive Order.

Section 10.10 Leave Without Pay: Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may request leave without pay. Requests must be in writing and include a justification. Leave without pay shall be granted upon request to disabled veterans needing medical treatment and reservists and National Guard personnel for military training duties. At the discretion of the Employer, leave without pay may also be granted on an extended basis in accordance with applicable laws and regulations.

Section 10.11 Court Leave: In accordance with applicable regulations, an employee will be authorized absence from work status without charge to leave or loss of pay, to which the employee is otherwise entitled, when the employee serves as a witness or as a juror in connection with a judicial proceeding on behalf of the Federal, State or Local Government.

Section 10.12 Compensatory Time: All employees not covered by the Fair Labor Standard Act and those covered by the Act whose entitlement under Title V is as great as the entitlement under the Act may be granted compensatory time off in lieu of overtime payments if the employee requests. The employee must make such a request at the time the overtime is to be worked. It shall be the duty of the supervisor to inform the employee of the right to request compensatory time rather than overtime payment. No coercion shall be used to get the employee to request such time off rather than payment. This shall be entirely the employee's choice.

Section 10.13 Credit Hours: The working of credit hours shall be authorized for bargaining unit employees. Employees will be authorized to carry forward twenty-four (24) hours but may earn up to thirty-two (32) hours as long as the additional hours are used that same pay period.

- a. Credit hours shall be accrued in fifteen (15) minutes increments with no more than two (2) hours being accrued on any given day.
- b. The working and taking of credit hours must be requested by the employee and approved in advance by the supervisor.

Section 10.14 Tardiness: Immediate supervisors shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of the employee.

## **ARTICLE 11 SAFETY AND HEALTH**

Section 11.1 General: The Employer shall institute an effective occupational safety and health program meeting the requirements of the EM 385-1-1 and applicable law, rules and regulations. The Employer shall notify the Union about any proposed changes or recommendations relative to the safety and health program and negotiate in accordance with 5 U.S.C., Chapter 71. Union officials involved in representation pursuant to this Article shall be considered to be on official duty.

Section 11.2 Union Safety and Health Representatives: The Union shall designate two (2) Union members to act as a Union Safety and Health Representative. These representatives may or may not be the Union Stewards. The safety and health representatives will perform the following functions:

- a. Investigate, report and suggest corrective action for unsafe working conditions referred to the representative for action.
- b. Work with the Employer in making a concerted effort to provide employees with healthy and safe facilities, space, and equipment. If there is an unsafe or unhealthy condition in the workplace, the Employer will take such action as is necessary to bring situations into compliance with established health and safety laws and regulations. The representative will notify the Employer of observed or reported unsafe or potentially harmful conditions.
- c. The Employer will prepare accident investigation reports in accordance with Army, HQ USACE and local reporting procedures. A copy of the final report shall be provided to the Union safety representative.
- d. The representative will accompany the supervisor(s)/inspector(s) during safety inspections of work areas where employees believe unsafe or unhealthy conditions

exist. A determination will be made as to the condition and necessary steps will be taken to correct the situation, if possible, prior to work resuming.

e. In all the activities, the Union representative shall have access to agency information relevant to safety, including information on the nature and hazardousness of substances in agency workplaces.

f. If the representative is not satisfied with an agency's response to a report of hazardous working conditions, the representative will ask the Union President to request an evaluation and/or inspection from the Occupational Safety and Health Administration.

g. The Union will be notified of employer-initiated training sessions related to safety/health in order to provide an opportunity for requests for attendance from the Union to be considered.

h. The Union safety and health representative may represent employees concerning complaints from employees to management about unsafe and unhealthy working or environmental conditions or practices; however, this does not deny the employees the right to present complaints of this nature directly to the Employer.

Section 11.3 Safety Inspections: The Union shall be notified of safety inspections and given the opportunity to have a representative present at inspections. The Safety Officer shall furnish the Union the annual report of safety inspections and reports of accidents and occupational illnesses. The Union may request a joint inspection of any area thought to be unsafe. The Safety Officer and one (1) Union representative shall inspect that area.

Section 11.4 Safety Standards: The Employer will exert every effort to provide safe and sanitary conditions and equipment in consonance with standards promulgated under the DOD, USACE and OSHA Safety Standards or regulations. The Employer shall post and keep posted a notice or notices informing employees of the protection and obligations provided for in the DOD, USACE and OSHA regulations.

Section 11.5 Lighting: The Employer agrees to ensure adequate lighting and ventilation in work areas. Corrective action will be taken by the Employer when required.

Section 11.6 Reporting Unsafe Conditions: The Employer will encourage employees to work safely and to report observed unsafe or unhealthy conditions to the employee's immediate supervisors. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas, which may represent health hazards. The Employer agrees that no degradation, restraint, interference, coercion, discrimination, or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

Section 11.7 On-the-Job-Injury or Illness: Employees should report to their supervisor immediately all injuries or illnesses that occur on the job, no matter how slight.

Section 11.8 Union Notification: In the case of an on-the-job lost-time injury or illness, the Union will be notified as soon as possible.

Section 11.9 Prompt Treatment: Prompt medical treatment and facilities shall be provided for employees who are injured or become ill on the job.

Section 11.10 First Aid Kits: The USACE Finance Center will furnish five (5) Red Cross – or similarly equipped – first aid kits. These will be located in various areas of the building.

Section 11.11 Defibrillator: The Employer will provide a defibrillator and appropriate training for employees.

Section 11.12 FECA Rights: When an employee is injured on the job, the Employer will, as soon as possible, explain to the employee his rights and options under the Federal Employees' Compensation Act, supply the employee with copies of the appropriate Office of Workers' Compensation Program (OWCP) forms, and insure that the forms are properly completed. The injured employee shall be supplied with a copy of the completed forms. The employee may request the presence and assistance of the Union Steward at any time during the discussion.

Section 11.13 Claims: The Employer shall process and promptly forward to CPAC employee and employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. The Employer shall consult with the injured employee (and representative, if requested by the employee).

Section 11.14 Temporary Details: Employees who are temporarily unable to perform all of their regularly assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, may be detailed to other work assignments, as in the past, as long as effective use can be made of their duties.

Section 11.15 Fitness for Duty: When an employee is physically unable to perform his/her duties, medical determinations will be made in accordance with appropriate Code of Federal Regulations (CFR).

Section 11.16 Notice to Union: The Employer shall notify the Union of serious on-the-job illness, injury or death of a bargaining unit employee as soon as practicable after official notification to the nearest of kin so the Union may extend benefits to which the employee and/or the employee's family may be entitled.

Section 11.17 Accident Records: In consonance with 29 CFR, on-the-job accident and illness records shall be maintained and reported. A copy of all such reports shall be provided to the Union (Privacy Act limitations may apply).

Section 11.18 Fitness Center: The Employer will pay the fitness center of the employee's choice 75% of the base facility's monthly membership fee upon receipt of proper documentation/billing by the facility for the Employer's costs.

- a. Payment to fitness facilities will not be made in advance. Employees who intend to utilize a fitness facility must notify the UFC by the fifteenth calendar day of each month. All fitness center memberships funded by the UFC will be on a calendar month basis only, i.e. the membership period must run from the first to the last day of a month.
- b. It is the employees' responsibility to work out any billing issues with the fitness center of their choice if it is any other than the base facility.
- c. If the employee opts to utilize the base facility; the procedures provided for in the email issued by James Greene, Director Resource Management, 28 Aug 2003, shall apply.

Section 11.19: Deleted

Section 11.20 Transition Room: The Employer will establish a room at the Millington Finance Center to be used when employees are ill or injured. This room will be used for employees who are ill or injured for short periods of time while 911 is called, a coworker is located to drive an ill or injured employee home or to allow an employee a few minutes to allow medicine to take effect. The employee may not use the room for more than one (1) hour per day. Management will retain control of the room. An employee who has requested use of this room will be on appropriate leave from the time the request is made until the employee has returned to his/her workstation for duty. It will be the employee's responsibility to get to the room.

## **ARTICLE 12 TRAINING**

Section 12.1 Determination: Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training, or retraining, to assure development and career planning for employees and to maintain the competence of the work force. There shall be no favoritism in providing training opportunities.

Section 12.2 Meetings: The Employer agrees to establish a joint Union-Management training committee. This committee's purpose is to discuss ongoing concerns in the area of training. This committee will be comprised of three (3) Union representatives and three (3) Management representatives. The committee will meet quarterly with one (1)

follow-on meeting if required. The final decision regarding training remains with the Employer.

Section 12.3 Procedures: Supervisors will meet with each employee to discuss a mutually prepared training and development plan. This will be reflected on the Individual Development Plan (IDP). The plans may include formal educational courses, on or off the job and with or without pay.

Section 12.4 On-The-Job Training: If an employee is required to train a new employee and this employee's work falls behind due to training another employee, the employer agrees to give due consideration the additional duties being performed when evaluating the employee's performance.

Section 12.5 Scheduling: It shall be a matter of interest and concern for the Employer and the Union that appropriate training courses, seminars, conferences and meetings be scheduled, whenever possible, during work hours to allow the employees the opportunity to gain information, education, and training.

Section 12.6 Records: The Employer agrees to record training accomplishments in the Employer's office record system. This does not relieve the employee of the individual responsibility to keep his personnel folder current and complete to fully reflect total employment experience, training and education. The Union agrees to encourage employees to review their training records to assure that training is accurately recorded.

Section 12.7 Tuition Assistance Program: An employee desiring to participate in the tuition assistance program shall submit a course enrollment request (at the time of this writing a DD 1556) to the supervisor at least thirty-five (35) days prior to the registration date of the course, where possible. The Employer will process the request as required by established procedures. The employee shall be notified of approval/disapproval at least five (5) days prior to registration, if possible.

Section 12.8 Correspondence Courses: Employees will be allowed to use computers to do homework for UFC approved training at their desks during lunch and before and after duty hours, but no earlier than 0600 and no later than 1800. Subject to mission requirements, employees will be allowed up to two (2) hours of duty time per week to work on correspondence courses, which are deemed by the supervisor to be mandatory training on the employee's IDP.

Section 12.9 Employer Initiated Training: When mutually beneficial to the Employer and Union, Union representatives will be considered for attendance at Employer initiated training sessions dealing with problem resolution, health/safety, the Employee Assistance Program, and personnel policies and procedures.

Section 12.10 Union Sponsored Training: The Employer agrees to grant official time to employees who are Union officials and stewards for the purpose of attending

Unionsponsored and other training sessions, providing the training is of mutual concern to the Union and the Employer. Official time for this purpose will not exceed forty (40) hours per year for the term of this agreement. The Employer will consider requests for additional time. The Union President will submit a written request for official time to the Employer at least two (2) weeks in advance. The request will provide the presenter, duration, purpose, location and specific discussion topics of the training.

Section 12.11 Agreement Training: The Employer agrees to conduct a minimum of two (2) four (4) hours each joint Union/management training sessions regarding the administration of this agreement. The training will be conducted in the Stan Wrenn Room.

Section 12.12 Duty Time: An employee will be granted duty time away from the worksite to participate in approved training courses or programs, when appropriate.

Section 12.13 Non-Mandatory Training: Each employee may request to participate in non-mandatory training.

Section 12.14 Training and Work Schedule: If participation in training is required, supervisors will adjust the employee's work schedule to accommodate such required training when they determine it to be in the best interests of the Finance Center. In such cases, a reasonable effort will be made to take the individual employee's personal scheduling of the workday into consideration.

Section 12.15 Notice of Training: The Employer will post notice of all training on the UFC INET. This notice will specify the training and selection criteria to allow all accountants the opportunity to express their interest in such training. The final decision regarding training remains with the Employer.

Section 12.16 Notification of Endorsement/Approval for Local Training: After an employee submits a request for training and notifies their supervisor that Finance Center Management endorsement/approval is needed, the employee shall normally receive written notice of the decision/endorsement action within fifteen (15) workdays. In the case of non-selection/non-recommendation, the employee may request and receive an explanation. In the even a decision concerning the approval/endorsement is not made within the above timeframe, the employee will be provided with the status of their request as well as an anticipated decision date. In no event will Management take more than sixty (60) days to provide a decision to an employee.

Section 12.17 Vacancies: The Employer will post notice of any accountant vacancy, which is subject to a lateral transfer on the UFC INET. Management reserves the right to fill any vacancy through management directed reassignment or other appropriate management action.

## ARTICLE 13 MERIT SYSTEM

Section 13.1 General: All personnel actions involving merit promotion shall be consonant with the merit system and the Civil Service Reform Act. The Employer agrees to explain to employees, as needed the merit system in an attempt to assure fair, equitable, and consistent practices in carrying out the merit promotion procedures. The Employer will attempt to ensure that all qualified people have equal opportunity for promotion in accordance with the Article on Equal Employment Opportunity. No preselection will be tolerated. It is agreed that in-house promotions generate good morale and encourages employees to seek education, which will enhance their promotion opportunities.

Section 13.2 Union Access to Vacancy Announcements: The Union will be provided access to position vacancies that have not been filled and shall be fully identified as to the grade, title, organization, permanent, seasonal, and date announcement closed. A principal goal of the agency is to provide every employee with the opportunity to realize a satisfying, rewarding, and productive career. Essential to this is a merit promotion program which functions in full support of management's need for a competent, effective workforce and provides the impartial mechanism to enable employees to advance as high as their abilities and initiative can take them with available opportunities.

Section 13.3 Announcements of Vacancies: Vacancies to be filled by merit promotion shall be publicized to ensure that all employees have an equal opportunity to participate. The Union shall be furnished a copy of all vacancy announcements.

Section 13.4 Consideration: The Employer will give first consideration to bargaining unit employees for promotion opportunities to bargaining unit positions. In the event a non-bargaining unit employee is selected, the Employer will provide a written definitive justification to all bargaining unit applicants for his selection.

- a. When a position is to be filled under the provisions of the Merit Promotion Plan, it shall be fully identified as to grade, title, organizational location, and whether permanent or temporary. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be reannounced if it does become permanent. The announcement will show opening date, closing date and expiration date.
- b. Details and placement actions involving transfer, reinstatement or reassignment to positions with known promotional potential will be accomplished in accordance with the regulations and the Merit Promotion Plan and principles.
- c. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be in accordance with regulations.

Section 13.5 Selection Process: The Employer will make selections for merit system promotions from lists of eligible candidates. The Employer may choose to establish a panel to rate and rank candidates.

Section 13.6 Exceptions: Positions may be filled as an exception to the Merit Promotion Plan, by reassignment, change to lower grade, repromotion, reemployment, promotion under upgrading of position, promotion in accordance with approved training programs, and reduction-in-force, and other exceptions provided for in accordance with applicable regulations.

Section 13.7 Supervisory Evaluations: If supervisory promotion evaluations are utilized, in the interest of providing for objectivity in such evaluations, an employee should have been under the immediate supervisor for at least ninety (90) days. When this is not the case, a prior supervisor's promotion evaluation may be obtained if requested by the employee. Supervisors shall keep employees advised of weaknesses in job performance and of areas in which the employees may improve their chances for promotion.

Section 13.8 Non-Selected Employee Rights: A non-selected employee who requests reconsideration in accordance with this Merit Promotion Plan may request representation by the Union. The following information about specific promotion actions shall be available to an employee and/or representative upon request:

- a. deleted.
- b. Whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of the minimum qualification requirements for the position;
- c. Whether the employee was one of those in the group from which the selection was made and the names of the candidates in the group;
- d. Who was selected for the promotion; and
- e. In what area, if any, the employee should improve to increase chances of future promotion.

Section 13.9 Repromotion: An employee, who is demoted through no personal fault, shall be entitled to special consideration for repromotion. Employees who apply for promotions to their former positions or equivalent or intervening positions and who were demoted because of reduction-in-force shall be considered for promotion to such former positions or intervening positions in inverse order or retention standing prior to filling the position by other promotion action, subject to the criteria in the regulation.

Section 13.10 Details:

- a. Details will be accomplished in accordance with applicable regulations.

- b. Details in excess of thirty (30) days shall be recorded in the employee's official personnel folder, and copies of the record forwarded to the employee. Employees who are detailed for less than thirty (30) days are responsible for updating their official personnel folder.
- c. Detail procedures used by the Employer shall maximize employee opportunity while meeting the mission.
- d. The Employer is responsible for assuring that details do not compromise the open-competitive principle of the merit system or the principles of job evaluation.

Section 13.11 Temporary Promotions: An employee temporarily promoted into a highergrade position shall be paid commensurate with the position. An employee assigned for fourteen (14) days or longer to a position warranting a higher grade shall be temporarily promoted if qualified. Temporary positions of on hundred and twenty (120) days or more will be made based on competitive procedures.

#### **ARTICLE 14 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Section 14.1 Policy: The Employer and the Union shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age marital status, lawful political affiliation, or handicapping condition. Policy shall be in compliance with the Equal Employment Opportunity Act, the Age Discrimination Employment Act, the Civil Service Reform Act, and all other applicable laws and regulations.

Section 14.2 Mutual Concern: The Union and the Employer agree to discuss problems involving discrimination, with a goal of finding effective and lasting remedies. The Employer will furnish the Union with a copy of the annual affirmative action program plan and subsequent updates.

Section 14.3 SEPC Membership: The Union will designate one (1) fully participating member for the UFC Special Emphasis Program Committee.

Section 14.4 Union EEO Coordinator: The Union may appoint a Union EEO coordinator who will be responsible for Union/EEO relations, including presenting problems and possible resolutions to relevant problems. In the future, if the Employer utilizes EEO counselors on a collateral duty basis, the Union may recommend names of individuals to the designated representative for consideration of selection as an EEO counselor.

Section 14.5 Recognition: Employees or officials actively contributing to the advancement of equal employment opportunity or to the elimination of discriminatory practices may be recognized for their actions. The Employer will consider nominations related to EEO/Affirmative Action contributions and other reasons submitted by the

Union for the Team Player of the Quarter Award, the Peer Award, and the Team Member of the Year Award.

Section 14.6 Representation: An employee who elects to pursue the EEO statutory procedure may choose to be represented by a personal representative of their choice.

Section 14.7 Official Time: An employee and his representative (who may or may not be a Union representative) shall be given a reasonable amount of time to prepare and present a complaint or any subsequent appeal. The complainant and the official representative shall be given official time to attend any conference, meeting, hearing, investigation or trial in connection with an EEO complaint, provided a written complaint has been filed. Any witnesses necessary to present a complaint or an appeal, including a hearing, will also be on official time (if a UFC employee).

Section 14.8 Union Involvement: It is understood that the Union shall be party to all formal discussions, hearings, and settlement agreements, which involve conditions of employment of bargaining unit employees or affect the same.

## **ARTICLE 15 EMPLOYEE ASSISTANCE PROGRAM**

Section 15.1 General: The Employer shall provide an effective employee assistance program meeting the requirements of applicable laws, regulations, and guidelines. The Employer and the Union shall discuss and negotiate any proposed changes or recommendations relative to the program for employees with medical/behavioral problems. Union members involved in activities or representation pursuant to this article shall be considered to be on official duty. Employee participation in the program shall be voluntary.

Section 15.2 Policy:

- a. The Employer recognizes that medical/behavioral problems of an employee and/or members of his immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance. Employees with these illnesses shall receive the same careful consideration and respect as employees who have other illnesses.
- b. The Employer acknowledges that such problems may be resolved with proper treatment and workers may return to high levels of productivity. Appropriate assistance will be offered to overcome problems if it is evident the problems may affect the employee's job performance.
- c. The Employer shall immediately refer to the program any employee who acknowledges having a medical/behavioral problem either of his own or a family member. If the employer reasonably suspects that the employee has a problem in this

area, he should encourage the employee to participate in the Employee Assistance Program.

d. If it is determined that ordinary supervisory methods are not bringing about improvement, the supervisor will consult the Civilian Personnel Advisory Center (CPAC) for advice on how to proceed. Supervisors should unhesitatingly offer employees information on available health and counseling services, and, with the cooperation of the CPAC should seek to assist employees who may initially refuse help even though their work performance and behavior continues to be unacceptable. Supervisors will not attempt to diagnose the difficulties of employees.

e. The employer has no official interest in employee's private lives, except where it has substantial impact on job performance or accomplishments of agency mission. Therefore, discussions and inquiries with the employee shall be limited to the issue of performance or conduct and shall not attempt to explore underlying causes.

f. Participation in the program shall not jeopardize an employee's job security, or his opportunity for promotion, except as related directly to sensitive positions as defined by current laws and regulations.

g. Employees undergoing a prescribed program of treatment will be granted sick leave on the same basis as any other illness when absence from work is necessary.

Section 15.3 Confidentiality: Neither coordinators nor any management official shall reveal the name of a person voluntarily seeking assistance without the employee's written consent.

Section 15.4 Publicity: Management shall post its written policy on the Employee Assistance Program, news about the program, and assurances of confidentiality for participants on an official bulletin board.

Section 15.5 Training: Representatives of the Union will be notified and may be given the opportunity to attend training sessions related to the program given to management officials.

## **ARTICLE 16 DISCIPLINARY AND ADVERSE ACTIONS**

Section 16.1 General: No employee will be subject to a disciplinary or adverse action except for just and sufficient cause.

a. Disciplinary and adverse actions will be processed promptly, fairly and equitably to include any due process rights afforded the employee in accordance with applicable law, rule and regulation.

- b. It is agreed that a thorough investigation will bring issues into sharp focus, afford the employee an opportunity to explain his position, and may possibly eliminate any necessity for initiating formal disciplinary action.

Section 16.2 Initiation of Discipline: Oral admonitions, written warnings, and official letters of reprimand will normally be initiated by the employee's immediate supervisor.

Section 16.3 Retention of Letters of Reprimand: A letter of reprimand, a formal disciplinary action, will be retained in the official personnel folder for a period of up to three (3) years from the date of issuance. The decided retention period will be noted in the letter to the employee. Removal of the letter may be effected sooner than indicated in the notice to the employee.

Section 16.4 Investigatory Meetings: Prior to any investigatory meeting with an employee, the employee shall be informed of its nature. A copy of any records documenting the meeting shall be provided to the employee. If the employee requests Union representation, he/she shall be allowed up to twenty-four (24) hours to obtain it.

Section 16.5 Informal Discipline: When misconduct can be corrected through informal measures such as counseling, or oral or written warnings, formal disciplinary action may be avoided. The Employer will take into account any employee response. Informal actions will be conducted in a timely manner in an effort to strengthen a relationship between the offending behavior and the action imposed.

Section 16.6 Notice to Employee: A notice of proposed disciplinary action against an employee shall be in writing and shall inform the employee:

- a. The specific reasons for the proposed action;
- b. The name of the deciding official to whom he/she may respond; and number of days allowed for response;
- c. That he/she may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
- d. That he/she may be represented by an IFPTE representative;
- e. Of his/her status during the notice period;
- f. That he/she shall be granted a reasonable amount of official time to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice;
- g. Advise of the Employee Assistance Program.

Section 16.7 Employee Response:

- a. For disciplinary actions less than a fourteen (14) day suspension, the employee will have five (5) working days to respond.
- b. For suspensions of fourteen (14) days or more, changes to lower grade, and removals, the employee will have ten (10) days to respond.
- c. This period may be extended by the deciding official.

Section 16.8 Deciding Official: The deciding official is the individual who makes the final decision to issue a letter of reprimand, suspension, separation, or other disciplinary action as defined in accordance with applicable regulations.

Section 16.9 Deciding Official Options: After carefully considering evidence and the employee's response and any mitigating factors, the deciding official may:

- a. Withdraw the proposed action;
- b. Institute a lesser action;
- c. Institute the proposed action;
- d. Propose reassignment of the employee to another position at the same grade and pay.

Section 16.10 Decision Letter: The employee will be given the letter of the decision of the disciplinary action. Reprimands will be effective on the day the letter is issued. Suspensions, demotions and separations will be effected no less than ten (10) days from the receipt of the decision letter. Actions taken under the crime provision are not subject to this Article.

- a. The Employer shall provide the employee with two (2) copies of the decision letter. At the discretion of the employee, one (1) copy may be given to the Union.
- b. In the case of letters of reprimand, the final notice will include a specific time period, a maximum of three (3) years from the effective date of the reprimand. Removal of letters from employee's official personnel folders in less than the specified periods of time will be in accordance with AR 690-700, Chapter 751.

Section 16.11 Appeals: In the event an unfavorable final decision is issued concerning suspensions of fifteen (15) days or more and removals, the employee shall be advised that he or she has the right to appeal the decision under the negotiated grievance procedure or to the Merit Systems Protection Board (for adverse actions), but not both. The appropriate MSPB address shall be included in the letter.

## **ARTICLE 17 GRIEVANCE PROCEDURE**

Section 17.1 Scope: This negotiated grievance procedure shall apply to all grievances.

- a. Grievance means any complaint:
  - (1) By an employee concerning any matter relating to the employment of the employee;
  - (2) By any labor organization concerning any matter relating to the employment of any employee; or
  - (3) By any employee, labor organization, or agency concerning:
    - a) The effect or interpretation of a claim of breach of a collective bargaining agreement; or
    - b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
  
- b. This grievance procedure does not apply to:
  - (1) A violation relating to political activities;
  - (2) Retirement, life insurance or health insurance;
  - (3) A suspension or removal for national security reasons;
  - (4) Any examination, certification or appointment; and
  - (5) Classification of a position which does not result in reduction in pay or grade for the employee.
  
- c. Nothing in this section shall prevent employees from exercising the option of appealing adverse action and prohibited personnel notices where allowed by law through the statutory appeals process or to the MSPB, provided that the employee has not filed a formal grievance on the matter in accordance with this agreement.

Section 17.2 Application: A grievance may be filed by the Employer, Union, an employee or a group of employees. Only the Union may represent employees in such grievances. However, an employee or group of employees may personally present a grievance and have it adjudicated without representation by the Union, provided that the Union will be present at all discussions between the grievant and the Employer within the negotiated grievance processes.

Section 17.3 Time Limits: Time limits stated in this procedure may be extended by mutual agreement of the parties.

Section 17.4 Procedure: The following procedures are established for the resolution of grievances:

- a. Step 1 (informal). An aggrieved employee (and/or representative if he elects to have one) shall seek informal resolution from the first line supervisor within fifteen (15) workdays of the date of the incident or circumstances that led to the grievance. The grievance will be presented in writing. A decision (in writing) will be given to the grievant within ten (10) workdays of the presentation of the grievance.
- b. Step 2 (formal). If the matter is not satisfactorily resolved in step 1, the matter may be presented in writing to the appropriate Division Chief within ten (10) workdays of the step 1 decision or its due date. If the Division Chief is the supervisor referenced in step 1, the step 2 grievance will be presented to the Deputy Director of the Directorate. A written decision will be given to the grievant within ten (10) workdays of the presentation of the grievance.
- c. Step 3. If the dispute is not satisfactorily resolved in step 2, it may be presented in writing to the Center Director or his designee within five (5) workdays of the step 2 decision or its due date. The Center Director/designee will provide a written decision to the grievant within ten (10) workdays of the presentation of the grievance.
- d. Step 4. If the results of step 3 are not satisfactory, the Union may elect to refer the matter to arbitration.

Section 17.5 Union/Employer Procedure: This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the effect or interpretation or a claim of breach of this agreement; any claimed violation, any misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. Such grievances must be presented in writing to the Director or designee, if initiated by the Union, or if initiated by the Employer to the Union President or designee. Representatives for the parties will meet as soon as possible, but normally within ten (10) workdays of this meeting. Additional meetings to discuss the grievance may be scheduled at any time by mutual consent of the parties. If the grievance is not resolved by this method, either party may submit the matter to arbitration in accordance with the procedure contained in this agreement.

Section 17.6 Witnesses: Employees called as witnesses by the Union will not suffer loss of pay or charge to leave while they are acting in that capacity. Employees acting as witnesses will be on official time. Overtime or premium pay is not authorized while acting as a witness.

Section 17.7 Official Time: Employees and employee representatives will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of presenting and preparing the grievance at each step of the procedures.

## **ARTICLE 18 ARBITRATION**

Section 18.1 Right to Arbitration: If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Employer or the Union may refer the issue to arbitration.

Section 18.2 Selecting the Arbitrator: Within ten (10) workdays from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator and identify the process to be used. If the process cannot be agreed upon, the formal hearing procedures will be used. If the parties are unable to agree upon an arbitrator at that time, they shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. The parties shall meet within ten (10) workdays after receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. The first strike shall be determined by a toss of a coin. The Employer or the Union may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 18.3 Fees and Expenses: The Parties agree that the party invoking arbitration (the aggrieved party) will be responsible for paying any fees charged by the FMCS in return for a panel of Arbitrators. The aggrieved party will be responsible for including the fee when submitting the form R-43 to the FMCS.

The Parties agree that should the matter be resolved in settlement, the Parties will split the fee evenly by having the opposing party remit their half to the aggrieved party within fifteen (15) days from the date of the settlement.

The arbitrator's fees and expenses shall be borne by the losing party. Should either Party request a transcript, the cost of such will be borne by the Party requesting it. Should both Parties request a transcript, such costs will be shared equally.

Section 18.4 Arbitration Process: The process to be utilized by the arbitrator will be a formal hearing unless the parties mutually agree to another process.

Section 18.5 Location and Time: The arbitration hearing or inquiry shall be held on the Employer's premises during the regular day-shift work hours of the basic work week. An employee of the unit serving as the grievant's representative, the aggrieved employee, and employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in and prepare for the arbitration proceedings without loss of pay, annual leave, or any other benefit. Employee participants on shifts other than the regular day-shift will be temporarily placed on the regular day-shift for the week(s) of the hearing in which they are involved.

Section 18.6 Appeals: In considering the grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by U.S.C. 7701(c)(1) of Title V, United States Code, as applicable.

Section 18.7 Time Limit: The arbitrator shall render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree in advance.

Section 18.8 Arbitrator's Decision: The arbitrator's decision(s) shall be final and binding and the remedy shall be effected in its entirety.

Section 18.9 Arbitrator's Authority: The arbitrator shall have the authority to resolve any questions on arbitrability and interpret and define the explicit terms of this agreement, etc., as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this agreement, law, rule, or regulation.

Section 18.10 Exceptions:

- a. Either party may seek judicial review of the arbitrator's decision on matters which could have been appealed to the Merit Systems Protection Board, within thirty (30) calendar days after the award is served on the parties. Such review will be sought in the United States Court of Appeals for the Federal Circuit in accordance with the provisions of 7703 of Title V, United States Code.
- b. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award if any matter other than those described in (a) above. Such expression must be filed within thirty (30) calendar days of the date the award is served on the parties, in accordance with Authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be effected immediately.

## **ARTICLE 19 OFFICIAL RECORDS AND FILES IN GENERAL**

Section 19.1 Personnel Records: No personnel record may be collected, maintained, or retained except in accordance with law, government-wide regulations. All personnel records are confidential, shall be viewed or disseminated by officials/employees only

with a legitimate administrative need to know, and must be retained in a secure location, in accordance with applicable law and regulation.

Section 19.2 Record Keeping: All basic policies on the maintenance of personnel records, record keeping standards, and special safeguards for automated and/or electronic records will be followed in accordance with applicable law and regulation.

Section 19.3 Record Availability: An employee has the right to be informed about records that are maintained about him or her and are filed, in a system of records, under his/her personal identifier (e.g., social security number). Upon request, an employee may also see such records and have a copy made of them.

Section 19.4 Record Examination: Employees and/or their authorized representatives shall have the right and be granted a reasonable amount of time to examine any of their personnel records on duty time. The employee shall have the right to prepare and enter on the record, while on duty status, a response to material placed in such records, in accordance with applicable law and regulation.

Section 19.5 Time Limits: Access to personnel records of the employee by the employee and/or the authorized representative normally shall be granted as soon as possible but not later than five (5) working days of the request if such records are maintained on the premises in which the employee is located and are immediately available. If the records are not so maintained as available, the Employer will initiate prompt action to obtain the records from their location.

## **ARTICLE 20 USE OF OFFICIAL FACILITIES AND SERVICES**

Section 20.1 Office Space and Equipment: The Employer will continue to provide office space (approximately 125-150 square feet) for Union use. Telephone service will be provided for Union use. A personal computer, printer, table, several chairs and two (2) lockable filing cabinets will also be provided for Union use if in excess of Employer needs. Union representatives may use office copiers for representational purposes. If approved by the Employer, the Union may also periodically use other space located within the USACE Finance Center. Such use must be requested a reasonable amount of time in advance. All areas allowed for Union use will be left in the same condition as found. Facilities and equipment provided to the Union for its use will remain the property of the USACE Finance Center.

Section 20.2 Supplies: The Employer will provide the Union government office supplies normally stocked by the Finance Center. The Union will exercise reasonable and prudent judgment when requesting and using government office supplies. The Union and Employer will revisit this issue at anytime if the Employer determines the Union's request of supplies is excessive. Upon request by Management, the Union will provide a justification for its request(s) and/or of its use of such supplies.

Section 20.3 Email: The e-mail service of the Employer shall be available for representational use by the Union.

Section 20.4 Bulletin Boards: Bulletin boards shall be available for use by the Union for the posting of notices and literature of the Union. A bulletin board limited to Union use shall be made available.

Section 20.5 Copies of Agreement: The Employer will provide the Union 250 copies of the agreement at no cost. The Union will be responsible for distribution. If either party needs additional copies and contracts for reprinting of the agreement, the other party will be given the option to order copies at the same time and unit cost. Should this agreement be automatically renewed without changes, this section will not apply after the initial three (3) year agreement and will be subject to renegotiation at any time thereafter. The Employer will post one (1) copy of this agreement on each official bulletin board.

Section 20.6 Access to Union Office: As in the past, the Employer will make access to the Union office available after hours on regular workdays. On non-work days access will be subject to advance approval of the Employer.

Section 20.7 Lists: The Employer agrees to furnish to the Union annually a list of all employees in the bargaining unit, alphabetically by organization code and grade. In addition, the Employer agrees to furnish the Union with a quarterly list of gains and losses of employees covered by the bargaining unit.

Section 20.8 Union Publication Rack: The Agency shall provide a publication rack (minimum nine (9) slots) to be used for Union publications/literature. This rack will be located on the west wall of the break room. Additionally, a freestanding table rack will be provided to the Union.

Section 20.9 Changes to UFC Policy: The Employer further agrees to furnish three (3) copies of proposed changes to Finance Center policies, which affect bargaining unit employees or their working conditions.

Section 20.10 Federal Employees' News Digest: A copy of the Weekly Federal Employees' News Digest will be maintained by the Employer.

Section 20.11 Communications Monitoring: Monitoring of Union electronic communications (e.g., fax, e-mail, telephones, etc.) will be accomplished by approval of the UFC Director based on probable cause. Probable cause issues are those such as waste, fraud, abuse, or security violations.

Section 20.12 INET: The Employer will provide two hypertext links to IFPTE websites from the UFC INET. The websites will not be located on a UFC server.

## **ARTICLE 21 INCENTIVE AWARDS COMMITTEE**

Section 21.1 Union Participation: The Employer agrees that Union participation in the Suggestion Program and Incentive Awards Program is appropriate.

- a. To this end the Employer agrees that the suggestion coordinator for the UFC will provide copies of all bargaining unit suggestions and will notify the Union representative designated by the Union as to who is evaluating bargaining unit suggestions. At the conclusion of the evaluation process, the UFC suggestion coordinator and the designated Union representative shall each provide written recommendations to the UFC Deputy Director.
- b. The Employer agrees to provide a notification letter to all employees who submit suggestions within ten (10) days. This letter will notify the employee who is evaluating the suggestion and who is the Union representative designated as Union suggestion coordinator.
- c. The Employer further agrees that there will be one (1) fully participating member of the Incentive Awards Committee designated by the Union.

Section 21.2 Reports: The Employer will furnish a report to the Union containing the number of bargaining unit and non-bargaining unit employees who received an award.

Section 21.3 Awards: The Employer will provide the Union the names of all bargaining unit cash award recipients given out at the Finance Center.

## **ARTICLE 22 NEGOTIATIONS**

Section 22.1 Manner: Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith, having the authority to make decisions and in such manner as will further the public interest. The Employer agrees to give adequate notice to the Union and an opportunity to negotiate any new policy or change in established policy concerning conditions of employment, which are proposed during the life of the agreement. Negotiation of procedures to implement decisions, which are management rights and impact bargaining on those decisions, will also be handled in accordance with this section. The parties agree to make a strong and determined effort to resolve all differences, which arise between them in connection with the administration of this agreement for the life of the agreement.

Section 22.2 Scope of Negotiations: Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the Unit. The Employer agrees to negotiate with the Union on any new such policy or change in established policy initiated by the Employer prior to implementation. However, if the change itself is not subject to negotiations, its impact upon the employees and procedures for implementing the change

will be negotiated upon the request of either party. The scope of negotiations provides for Union input to implementation of the above policies and practices.

Section 22.3 Union/Employee Rights: It is understood that no provisions of this agreement shall nullify or invalidate the rights of employees or the Union established by 5 U.S.C. 7101, et seq., other statutes, or regulations or appropriate authority; nor shall it relieve management of the responsibility to negotiate with the Union as appropriate on the policies, practices and procedures used in exercising its rights. To the extent that provisions of any activity instruction or directive within the discretion of the Employer may be in conflict with this agreement, the provisions of this agreement shall govern.

Section 22.4 Negotiation Procedures: Negotiating sessions may be requested by either party. Such requests must be mutually agreed upon and shall state the specific subject matter to be considered at such session unless otherwise provided. The procedures for negotiations shall be established by ground rules.

a. Union-initiated proposals for a new policy or changes in established Activity policies or regulations, or resolution of a problem(s) will be presented to the designated Employer representative. Such proposals initiated by the Employer shall be presented to the designated Union representative.

b. Employees preparing for and negotiating during regular duty hours on behalf of the Union shall be on official time. For the purpose of application and official time, negotiation is that process beginning with preliminary meeting on ground rules and running through all aspects of negotiations, including mediation and impasse – resolution processes. Formal ground rules may be required by either party.

c. Mid-contract and impact bargaining sessions will be conducted on official time. Reasonable time will be allowed for preparation for negotiations. Such bargaining is considered a part of the Union’s duty to represent employees during the life of the agreement. Formal ground rules may be required by either party.

Section 22.5 Union Proposals to Agency Head: The parties recognize the right of the Union to submit proposals or views directly to the Agency Head for consideration when changes in Agency procedures are proposed by the Agency.

## **ARTICLE 23 CONTRACTING OUT**

Section 23.1 General: It shall be the policy of the Employer to notify and consult with the Union prior to any review of a function for contracting out or consideration of contracting out a new or revised function that may adversely affect bargaining unit employees. The decision to contract out work will be made in accordance with OMB-A76 and other applicable laws and Government wide regulations. Disputes over the application of OMB Circular A-76 will not be subject to the negotiated grievance procedures.

Section 23.2 Notification: Notification concerning the above shall occur at least thirty (30) days in advance of the “invitation for bid” or a “Request for Proposal for Contractual Services.” The reason(s) for the proposal, status of affected employees, arrangements to be taken to minimize impact on employee (i.e., reassignment, retraining, retraining career employees and restricting new-hires), and contract specifications, will accompany this notification and the Union will have ten (10) calendar days to file written comments. The Employer will meet with the Union within ten (10) calendar days from receipt of the comments to discuss this action.

Section 23.3 Union Input: The Employer agrees to seriously consider the views and recommendations of the Union and to announce a decision in consideration of them within ten (10) calendar days.

Section 23.4 Updates: When the decision is to proceed with a proposal, the Employer will periodically apprise the Union of the status of the proposal. The Union will be furnished a copy of each specification and contract at the same time the invitations for bids are mailed to bidders. Also, the Union shall be furnished dates and times of pre-bid and bid opening conferences.

Section 23.5 In-House Bid: Subsequent to opening of the bids and before a contract is awarded, the Union shall be provided data concerning the “in-house” estimate of cost of the work to be performed in accordance with the regulations. The Union will be given fifteen (15) calendar days to review the “in-house” estimate and other pertinent data and to comment on and/or challenge the validity of the data.

Section 23.6 Personnel Affected by Contracting Out: The Employer agrees to take action to attempt to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained to maximum extent practicable. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires.

## **ARTICLE 24 REDUCTION-IN-FORCE (RIF)**

Section 24.1 General: Through careful planning and use of other administrative techniques, management officials at all organizational levels should seek to avoid the necessity of entering into a formal RIF action. As one administrative technique, management will consider holding vacant positions open prior to a formal RIF if it can be anticipated that adversely affected employees may be qualified for such positions. Office of Personnel Management (OPM) regulations covering reductions-in-force (RIF) procedures for employees in the competitive service will be utilized by management and the Union in carrying out their labor-management responsibilities throughout the RIF process. The Union will monitor any RIFs through reviewing management’s proposed actions and providing comments and suggested changes. Prior to the implementation of any management policy or decision concerning a RIF, the Union will receive a copy of

such proposed action and be provided time to review the management proposal. The Employer will meet with the Union to discuss the possibility of requesting early retirement authorization from OPM prior to implementation of the RIF. The Union will be provided with initial information on the anticipated impact of the RIF not less than sixty (60) days prior to the RIF date.

Section 24.2 Union Concerns: Matters, which will be monitored by the Union, will consist of the following:

- a. A listing of competitive area vacancies at the beginning and end of the RIF.
- b. Reasonable offer of position.
- c. Compliance with the Act, OPM, and agency RIF procedures.
- d. Examination of all applicable retention registers and examination of Personnel Office journal files of occupational categories and crosschecking of the accuracy of registers.
- e. A listing of positions abolished.
- f. Review of job descriptions and retention registers for accuracy.
- g. Insuring of retreat rights to a position once held.

Section 24.3 Written Notice: Written notice will be given to employees at least sixty (60) days in advance of the effective date of the RIF.

Section 24.4 Union/Employer Meetings: It is agreed that the Union will meet as frequently as necessary with management to insure compliance with the provisions of this agreement. It will also carry out the following actions with management to provide effective placement of personnel in the RIF, and insure promotion and reemployment rights:

- a. Review all of the following for the purpose of minimizing downgrades and loss of employment:
  - (1) Retirement of any employee.
  - (2) Resignations, transfers or other loss of employees.
  - (3) Declination of job offers by employees.
  - (4) Any other event, which creates a vacant position at or below the current grade of an adversely-affected employee for which he may qualify.

- b. Restructure positions to the extent practicable so as to enable adversely affected employees to fill positions.
- c. Restructure unfilled trainee positions to the extent practicable to provide positions for journeyman employees who may be adversely affected.
- d. Where it can be determined that an employee being separated fails to fully qualify for a vacant position but has the specialized skills and abilities to perform the duties of that position in a satisfactory manner within a ninety (90) day period, the employee may be placed in the position.
- e. A program will be developed to counsel and train employees to the extent practicable, so that they may assume a vacant position for which they would otherwise not be qualified, and to explore with other Federal agencies, state and municipal authorities available training programs for adversely affected employees.
- f. On the day that letters of job offers/separation are issued, annotated retention registers will be made available for review by the Union. These registers will reflect job offer or separation actions and will be updated on a continuing basis. The Union will be allowed to review the updated registers periodically. These registers will be maintained in accordance with Government-wide regulations.
- g. Management may replace temporary employees that are in continuing positions in accordance with the regulations.
- h. Employees who have been downgraded because of the RIF process may obtain repromotion to their former grades in accordance with regulations.
- i. The Employer will consider a freeze on all hiring for the life of the RIF.

Section 24.5 Grievances: Nothing in this contract shall preclude the Union from grieving overall RIF procedures.

Section 24.6 Reorganization or RIFs: The Employer agrees that in the event of a reduction-in-force or reorganization, an active outplacement program will be implemented. The primary aim of this program will be to find a position in the Federal service for each affected employee commensurate with that employee's skills, experience, and career goals. Finding a non-Federal sector position meeting these requirements will be a secondary aim of the program.

Section 24.7 Personnel Files: The Union and management will jointly encourage each employee to see that his personnel file and SF-171 and/or other applications are up-to-date as soon as the RIF or reorganization is announced. The Employer will add to the personnel file any changes or amendments consistent with the regulation. Both the

personnel file and SF-171 and or other applications will be used to match employees with vacancies.

Section 24.8 Contacts: Such contacts will include, but are not limited to, Office of Personnel Management; Federal job search organization; other Federal agencies in the commuting area; and state employment agencies.

Section 24.9 DOD Priority Placement List: The Employer will consider employees who are separated by reduction-in-force for temporary vacancies within the USACE Finance Center in accordance with DOD Priority Placement List.

Section 24.10 Eligibility: An employee affected by a RIF or reorganization will remain eligible for participation in the outplacement program until he:

- a. Voluntarily separates or retires from Federal service;
- b. Accepts a valid offer made under the program; or
- c. Refuses one (1) valid offer made under this program.
- d. For the purposes of this section, a valid offer is one of a position at the same pay and/or grade as the position of record. No application for any position shall be made on an employee's behalf without his written consent. A valid offer must be within a commuting area or in another geographic location in which the employee has expressed a written interest.

Section 24.11 Duration: This program shall remain in effect until all affected employees are either placed or rendered ineligible.

## **ARTICLE 25 MISCELLANEOUS AGREEMENT**

Section 25.1 Dress Policy: The Employer agrees that blue jeans (without holes and tears) and tennis shoes are appropriate attire for most workdays. Employees must be neat, clean and practice good hygiene. Shorts, sweat clothes and politically or sexually suggestive clothing are not appropriate. Sweat pants are defined as cotton and/or fleece pants with either elastic or drawstring waistbands or elastic ankles. T-shirts should not display language inappropriate for the workplace. A more professional business casual dress code (no jeans) may be required up to no more than fifteen (15) times a year when dignitaries or senior officials visit the USACE Finance Center.

Section 25.2 Visits to Congress: A Union official will be authorized up to eight (8) hours of official time per year to present the views of the labor organization to Congress on issues not presently being considered.

Section 25.3 Child Care: If requested by the employee, the Employer will contact the base child care facility in an effort to gain access to the facility for the employee's child.

## **ARTICLE 26 AGREEMENT TERMS**

Section 26.1: This agreement shall become effective on the date of approval by the Head of the Agency or the 31<sup>st</sup> day following the date on which the agreement is executed by the parties, whichever come first.

Section 26.2 Duration: This Agreement shall remain in force and effect for three (3) years from date of approval. The Agreement shall be automatically renewed upon the expiration of the initial three (3) years term, and from year to year thereafter, unless either party gives written notice of intention to terminate or renegotiate the Agreement in its entirety between the 105<sup>th</sup> and 60<sup>th</sup> calendar day prior to its anniversary date or a valid challenge is filed between the 105<sup>th</sup> and 60<sup>th</sup> calendar day prior to the anniversary date.

Section 26.3 Expiration: If a new collective bargaining agreement is not executed prior to the expiration date of this Agreement, this Agreement shall expire and no longer be enforceable. The parties may mutually extend the agreement.

Section 26.4 Modifications: Modification(s) or amendment(s) of this Agreement resulting from changes in applicable laws and/or regulations issued by higher level authority after the effective date of this Agreement, the implementation of which is mandatory and not discretionary with the Employer, will be made by written notification to the Union indicating the modification and the reason. In such an event, the parties will meet for the purpose of negotiating new language, which will meet the requirements of such laws, regulations, or policies. Such amendments as agreed to will be duly executed on a date or dates appropriate under the circumstances.