

AGREEMENT

UNDER TITLE VII CIVIL SERVICE REFORM ACT 1978 (PL 95-454)

BETWEEN

DEPARTMENT OF THE ARMY

CORPS OF ENGINEERS

AND

LOCAL NO. 3185

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO

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PREAMBLE

Section 1. This agreement is made and entered into by and between the Department of the Army Corps of Engineers, Omaha District, hereinafter referred to as the Employer, and Local 3185, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

Section 2. The Employer and the Union recognize that the public interest requires high standards of employee performance and the continued development and implementation of modern and progressive work practices to ensure the efficient accomplishment of the operations of the Government. Therefore, effective collective bargaining is in the public interest. Consistent with this policy and with the Civil Service Reform Act, employees are guaranteed the right to participate in the formulation and implementation of personnel policies and practices relating to their conditions of employment through such collective bargaining in those areas in which bargaining is mandatory under applicable laws and regulations and this agreement.

Section 3. "The word 'he' when used in this contract represents both the masculine and feminine genders, unless otherwise specifically stated."

ARTICLE 1 RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognizes that the Labor Union is the exclusive representative of all employees in the unit (as defined in Section 2 below). The Labor Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to Labor Union membership, with respect to grievances, personnel policies, practices, and procedures or other matters affecting their general working conditions. The Labor Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of employees in the unit in relation to Public Law 95-454.

Section 2. This agreement is applicable to all Wage Grade employees of the U.S. Army Corps of Engineers, Omaha District, Omaha, Nebraska, assigned to Big Bend Project, Project Maintenance and Construction Branch; Oahe Project, Project Maintenance and Construction Branch; and Fort Randall Project, Project Maintenance and Construction Branch, all located in South Dakota; to Fort Peck Project, Project Maintenance and Construction Branch, located in Montana; to Gavins Point Project, Project Maintenance and Construction Branch; and to Operations Division, Project Operations Branch, Plant Section, Heavy Equipment Maintenance Base, both located in Nebraska. Excluded are all General Schedule employees; temporary and seasonal Wage Grade employees not employed by the Operations Division, Project Operations Branch, Plant Section, Heavy Equipment Maintenance Base; Wage Board and Wage Grade employees assigned to operations and maintenance positions in power plants at the six main stem dams; management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

Section 3. When a bargaining unit position changes or a new position is established, and the parties do not agree over whether the position(s) is (are) inside or outside the unit, either party may file a clarification of unit petition with the FLRA. Until the dispute is resolved, the bargaining unit employee and/or the position will remain in the bargaining unit, and the new employee and/or position will be outside the bargaining unit.

ARTICLE 2 PURPOSE

Section 1. The Employer and the Labor Union desire to enter into a Labor-Management Agreement, which will have for its purposes, among others, the following: (1) to promote fair and reasonable working conditions; (2) to promote improved programs designed to aid the employees in achieving their acknowledged and recognized objectives; (3) to promote the highest degree of morale and responsibility in the bargaining unit; (4) to adjust promptly all differences arising between them related to matters covered by this Labor-Management Agreement; (5) to promote systematic employee-management cooperation between the Employer and its employees; and (6) to provide a safe and healthful work environment.

ARTICLE 3 RIGHTS AND-RESPONSIBILITIES

Section 1. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation imposed by Title VII of Public-Law 95-454. Nothing in this agreement shall preclude the Employer and the Labor Union from negotiating the following:

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

Section 2. In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; and by published agency policies and regulations in existence at the time this agreement was approved, consistent with PL 95-454.

Section 3. Nothing in this agreement shall affect the authority of any management official of the Employer or the Agency:

a. To determine the mission, budget, organization, or number of employees and the internal security practices of the agency, and

b. In accordance with applicable laws:

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

(2) To assign work, to make determinations with respect to contracting out and to determine the personnel by which agency operation shall be conducted.

(3) With respect to filling positions, to make selections for appointments from:

(a) Among properly ranked and certified candidates for promotion or

(b) Any other appropriate source; and,

(4) To take whatever action may be necessary to carry out the mission of the agency during emergencies.

Section 4. The above right of the Employer will not limit an employee's right to express dissatisfaction concerning procedures employed in the exercise of its rights. It is also understood that the exercise of such rights shall be subject to the provisions of Article 19, Grievance Procedure.

ARTICLE 4

EMPLOYEE RIGHTS-AND RESPONSIBILITIES

Section 1. The Employer and the Labor Union agree that employees shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist any Labor Union or to refrain from any such activity. The freedom of such employees to assist the Labor Union shall be recognized as extending to participation in the management of and acting for the Labor Union in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority.

Section 2. Employee rights do not authorize participation in the management of a labor union or acting as a representative of such an organization, by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee, in accordance with Title VII of Public Law 95-454.

Section 3. The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure employees are apprised on the rights described in this article, and that no interference, restraint, coercion, or discrimination is practiced within the bargaining unit to encourage or discourage membership in a labor union.

Section 4. Management's rights as shown in Article 3 will not limit an employee's rights to express dissatisfaction concerning procedures employed by management in the exercising of such rights, and shall be subject to appeal and grievance procedures where applicable in relation to the negotiated grievance procedure.

Section 5. Nothing in this agreement shall require an employee to become or to remain a member of a labor union or to pay money to the union except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction as provided by the current dues withholding agreement between the Employer and the Union.

ARTICLE 5 LABOR-MANAGEMENT COOPERATION

Section 1. The Employer will, upon request, furnish the Union a list of the names, position titles, grades, salaries, and duty stations of all bargaining unit employees. There will be at least a 6-month interval between requests.

Section 2. The Employer and the Union agree to establish a joint Labor- Management Committee, composed of two members representing the Employer and two members representing the Labor Union. This committee will meet on a mutually agreeable date, once per calendar year quarter. This committee will exchange ideas to foster sound Labor-Management relations. Both parties to this agreement recognize that positive Union-Employer relationships can best be accomplished through a mutual understanding of each party's rights and obligations. The joint Labor-Management Committee will have as its purpose, consideration of and exchange of views with regard to such matters as personnel policies, practices, and matters affecting working conditions of the bargaining unit employees. Agenda items will be submitted 5 working days in advance of each meeting by both parties. If neither party submits agenda items, no meeting will be convened. Minutes of the proceedings will be kept by the Employer. The minutes will be provided to the Local President no later than 10 days following. It is agreed that no individual grievances will be taken up during committee meetings.

Section 3. The Union agrees to cooperate with the Employer in the Combined Federal Campaign and to lend its support to this worthy cause. In conducting this drive, the parties will be guided by appropriate regulations which provide that no compulsion or reprisal will be tolerated. Confidential gifts may be made by placing contributions in a sealed envelope with CFC on face of envelope. It is further agreed that no lists will be kept showing the names of contributors and the amount of their contribution.

Section 4. The Labor Union will inform each new bargaining unit employee of Local 3185's exclusive recognition; of their right to either join the Union or refrain from joining the Union; provide each new employee with a copy of the negotiated agreement; and introduce him/her to the Union steward, if one is located at that site and is at work that day.

Section 5. The Employer will provide each new unit employee with a copy of the FEHB-comparison booklet. The Union will provide a copy of the AFGE Health Benefit Brochure to

each new bargaining unit member and will provide the Employer copies that can be distributed during open season. If these brochures are not provided to the Employer, management has no responsibility to provide them.

ARTICLE 6 MATTERS APPROPRIATE FOR NEGOTIATION

Section 1. The Employer agrees to meet and confer (i.e., negotiate) personnel policies, and practices and matters affecting working conditions of employees in the bargaining unit which are within the control of the Employer as provided by Title VII of Public Law 95-454. It is agreed to allow the Union to suggest improvements in facilities and to receive advance notice of the adopted suggestions. The Union will be notified of any changes in the mission of the Employer that would affect the employees in the bargaining unit.

Section 2. The Employer agrees to make no regulation on an issue where negotiations are mandatory under Public Law 95-454 without giving the Union the opportunity to negotiate. The Employer further agrees to negotiate with the Union on any matter for which negotiation is mandatory under Public Law 95-454 and this agreement.

Section 3. Where the parties mutually agree to any changes in this agreement, they shall execute a joint document which will amend an Article(s) of this agreement. The amendment shall be approved and executed in the same manner as the original agreement.

Section 4. If the parties do not mutually agree on a proposed change submitted by either party, the matter will then be considered for formal negotiations. At that time, the Labor Union will, upon written request, be granted official time to conduct negotiations on the proposed changes. The amount of official time for the Labor Union will not exceed the provisions as outlined in Title VII of Public Law 95-454.

Section 5. All impasses in negotiations will be resolved in accordance with Article 21 of our agreement.

Section 6. It is understood and agreed that changes initiated by the Employer on personnel policies, practices, and other matters affecting working conditions of employees in the bargaining unit can only be made by mutual agreement using the procedures outlined in this article.

Section 7. It is further agreed and understood that any prior benefits and prior practices and understandings relating to conditions of employment except as provided in Public Law 95-454, 7103(a)(14)(A), (B), and (C), which have been mutually acceptable to the parties shall remain in effect until changed by mutual agreement of both parties. It is also agreed and understood that any past practice which is found to be prohibited by law or regulation of higher authorities may be cancelled by the Employer. The Employer agrees to notify the Local President ten (10) working days in advance of any cancellation.

ARTICLE- 7

UNION REPRESENTATION AND OFFICIAL TIME

Section 1. An adequate number of stewards shall be designated by the Union so that each employee in the unit will have reasonable access to a steward. The Union shall supply the Employer in writing and maintain with the Employer, on a current basis, a complete list of all elected officers, committees, all other representatives, and all authorized Union stewards. The Employer agrees to recognize AFGE officials, local officials of the Union, Union stewards, and other authorized representatives designated by the Union.

Section 2. A Union representative may receive complaints and grievances of employees on Government time and property.

Section 3. Should it be necessary for a Union representative to leave his work area for the purpose of representational duties, as specified in this agreement, he shall first request permission from his supervisor giving the nature of the business he will be conducting, the length of time he expects to be gone, and the location(s) where the business will be conducted. Supervisors will not unreasonably refuse permission. The Union representative will report to his supervisor upon return to his work station.

Section 4. Reasonable time during work hours will be granted to Union representatives and aggrieved employees for attendance at meetings with management officials. Reasonable time will also be allowed for Union representatives, if otherwise in an active duty status, to meet with employees to discuss and/or prepare grievances and other matters for which the employee is entitled to representation under this agreement and Public Law 95-454. Permission will not be arbitrarily denied or postponed. If such permission is delayed, the manager or supervisor will give the reasons for the delay. In any situation where management delays permission for the use of official time as contained in this article, all time limits for related actions on the part of Union representatives or employees shall be extended for a time equal to the length of the delay at the request of the Union.

Section 5. The Employer agrees that duly designated representatives of the Union will be admitted to the installation to meet with Employer or Union representatives at reasonable times, subject to national security regulations and existing or future visitor control procedures.

Section 6. It is agreed that internal Union business, such as soliciting membership, collecting dues, electing officers, meetings, and posting and distributing literature, will be conducted during the nonduty hours of the employees involved.

Section 7. An employee may handle his own grievance in accordance with Article 19, Grievance Procedure.

Section 8. All responses to a request for the use of time under this article will be communicated in a like manner to that which was used for the request. That is, verbal requests will receive verbal replies, and written requests will receive written replies.

Section 9. The Employer agrees to allow Union representatives to attend training sessions of a

mutual benefit to the Employer and the Union. Administrative excusal for this purpose shall apply to only those portions of the curriculum which are of mutual benefit and shall not exceed forty hours per year for any employee. In addition, a Union representative may also be excused for the purpose of attending a training session sponsored by the Union concerning Federal Wage System policies and operations and/or health and safety training.

ARTICLE 8 PROMOTIONS

Section 1. It is agreed that the Employer will utilize, to the maximum extent possible, the skills and talents of its employees. Employees in the bargaining unit will receive consideration for vacant positions if they apply in a timely manner and meet applicable eligibility and qualification requirements.

Section 2. An employee who wishes to be considered for a vacant position is responsible for applying during the open period specified. Applications will be accepted after the closing date if extenuating circumstances beyond the employee's control prevented timely submission or receipt of application.

Section 3. Vacancy announcements will be open for application for a period of not less than 14 days to give employees an opportunity to bid for positions. Announcements will provide a summary statement of duties; a statement of required qualifications; a statement of any special knowledge, skills and abilities determined essential for effective job performance, and for identifying the best qualified candidates; and an explanation of how to apply.

Section 4. Employees are expected, annually or when applying for a vacancy, to update their Official Personnel Folder; for example, the various duties performed that may not be included in the employee's job description, non-Government training courses or education, etc.

Section 5. Changes in the basic qualifications standards of positions in the unit will be documented by the Personnel Office and furnished to the Labor Union President. The Labor Union President shall be provided with a copy of Omaha District vacancy announcements.

Section 6. Supervisors will keep employees advised of weaknesses in their job performance and what the employees should do to improve their chances for promotion. Supervisory appraisals and/or evaluations of past performance, as used in the promotion process, shall be shown to and discussed with the employee in accordance with DR 690-1-335. An employee's balance of annual leave or sick leave will not be a factor in determining eligibility or qualifications for vacancies.

Section 7. A reasonable number of the best-qualified candidates will be referred to the selecting official. If the minimum area of consideration has produced only one or two highly-qualified candidates, those candidates can be referred without extension of the area, provided (1) they are acceptable to the selecting official, and (2) they can be expected to be among the best qualified if the area was to be extended. When it is known in advance of recruitment for a specific vacancy that the minimum area of consideration will produce fewer than three (3) highly qualified

candidates, including minority or female candidates, the minimum area of consideration may be expanded. The decision to expand the area of consideration, and the extent to which it will be expanded to meet affirmative action goals, will be made by the Omaha District Personnel Office based on past recruitment experience. If a selection is made, the selecting official shall select from the best qualified.

Section 8. When advance knowledge of the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of the Employer to plan for the maximum retraining of employees involved. Maximum use will be made of the authority to waive qualification requirements and to enter into training agreements with the Office of Personnel Management in order to place employees in lines of work where their services can be utilized.

Section 9. When, because of a competitive placement action, a complaint is expressed or a written grievance is filed, the President of the Labor Union or one of his officers will be permitted to post-audit all records used as a basis for ranking and selecting employees for the placement action, such as: pertinent production records; record of awards received; training, experience, and education records; and supervisory appraisals. In accordance with the Privacy Act, prior to being made accessible, all such records will be purged to eliminate the identity of any individual employee, except that with the grievant's permission his or her records may be so identified.

ARTICLE 9 DETAIL AND TEMPORARY PROMOTION OF EMPLOYEES

Section 1. A detail is the temporary assignment of an employee to a different position for a specified period, with the employee normally returning to his regular duties at the end of the period. It is agreed that details may be used to meet temporary needs of the Employer when necessary services can-not be obtained by other desirable or practicable means. Details may be made appropriately under circumstances such as follows: (1) To meet emergencies occasioned by abnormal workload, special projects or studies, change in mission or organization, or unanticipated absences such as sick leave or emergency annual leave. (2) Pending official assignments, pending description and classification of new positions, pending security clearances, and for training purposes.

Section 2. To the maximum extent feasible, details to higher grade positions will be rotated among employees in the unit. It is agreed that when an employee in the unit is detailed to any position in which he has had no previous experience, he shall be given a reasonable break-in period.

Section 3. Details will be confined to an initial period of 120 days with extension(s) in 120-day increments up to the maximums allowed by the Office of Personnel Management. Details will not be made to evade the principle of recruitment through open competition. The Employer assumes the responsibility for keeping details within the shortest practicable time limits and for continuing effort to secure necessary services through use of appropriate personnel actions. Details of more than 120 days to a higher graded position or position with known promotion potential will be accomplished under competitive procedures of the Merit Promotion and Placement Program, DR 690-1-335.

Section 4. The Employer will provide a method for recording details in excess of thirty (30) days in order that employees may receive credit toward qualifications for higher level positions. An employee may submit to the Personnel Office, which will be included in his Official Personnel Folder, an SF-172, Supplemental Application, to record details of less than 30 days.

Section 5. Except as described in Section 6 below, temporary assignments to higher grade positions which are expected to last for less than 30 days will be by detail. Such temporary assignments expected to last, or lasting, for 30 days or more will be accomplished by temporary promotion, subject to the merit promotion procedures for promotion in excess of 120 days, in accordance with DR 690-1-335, and subject to appropriate career program requirements. A series of details or temporary promotions within a 12-month period to the same higher grade position, or to a different position of the same higher grade with essentially identical duties, will be cumulative for the purpose of determining whether competitive procedures are required. Disputes arising out of the application of temporary promotion provisions shall be processed in accordance with the negotiated grievance procedures.

Section 6. Floating plant personnel occupying nonlicensed positions, and assigned temporarily for 1 day or more to licensed positions for which they possess the necessary license, will be temporarily promoted rather than detailed. However, competitive promotion procedures must be used when a temporary promotion will exceed 120 days.

ARTICLE 10 HOURS OF WORK

Section 1. The Employer agree's to provide the following: (1) Assignments to tour of duty shall be scheduled in advance over periods of not less than 2 weeks except for emergencies. (2) Normally, the administrative workweek shall be 7 consecutive days, 0001 hours Sunday to 2400 hours Saturday. The basic workweek shall be Monday through Friday, if possible, and the 2 days outside the basic workweek shall be consecutive.(3) The working hours in each day in the basic workweek shall be in accordance with the provisions of the Employer's Flexitime Program. (4) The basic non overtime workday shall not exceed .8 working hours under existing regulations.(5) The occurrence of holidays shall not affect the designation of the basic workweek. (6) Breaks in working hours of more than 1 hour shall not be scheduled in any basic workday.

Section 2. Employees shall have their tours of duty arranged to allow each employee 2 consecutive days off outside the basic workweek. If possible, the schedule shall be arranged to allow each employee every other weekend off duty.

Section 3. Normally, tour of duty will be established or changed at least 2 week in advance, and will be announced in-writing., The Employer may make exceptions to this requirement when circumstances preclude compliance. Exceptions will not be made, however, where the changed tour of- duty is for the purpose of avoiding or creating the necessity for payment of overtime, night differential, Sunday or holiday pay. When an exception is made, affected employees will

be given as much advance notice as circumstances permit and the reasons for the exception will be made a matter of record. Announcements of tours of duty will identify the calendar days and the clock hours of each day comprising each tour. Copies of the announcement will be posted in conspicuous places, readily accessible to all affected employees.

Section 4. The Employer will provide a sufficient amount of time, consistent with the nature of the work performed, for employees to clean up prior to the lunch period and at the end of the workday. In the same manner, a sufficient amount of time will be allowed for employees for the storage, cleanup, and protection of Government property, equipment, and tools prior to the end of the workday.

Section 5. Each shift shall be allowed two paid 15-minute rest periods, one during the middle of the first, and one during the middle of the last half of the shift.

Section 6. Travel will be in accordance with existing regulations subject to the following: All travel will normally be scheduled during the basic work week. However, if it is necessary for an employee to arrive at another location at the beginning of the workweek, travel shall be scheduled over the weekend and the Employer will declare an administrative necessity. Travel performed outside of the basic workweek shall be on an overtime basis providing it does not conflict with existing regulations. When overtime may not be paid under Section 550.112(e) of the regulations, the official concerned shall record his reasons for ordering travel during nonduty hours and shall upon request furnish a copy of his statement to the employee concerned.

ARTICLE 11

OVERTIME

Section 1. Overtime assignments will be distributed and rotated equitably among qualified employees in accordance with their particular skills. Supervisors shall not assign overtime work to employees as a reward or penalty. Any complaint or disagreement on the distribution of overtime shall be processed in accordance with the negotiated grievance procedures.

Section 2. In the assignment of overtime, management will give as much advance notice as possible. When a bargaining unit employee is scheduled to work outside of the basic workweek, the employee will be notified no later than his/her scheduled lunch period 2 working days prior to the day overtime is scheduled, except when emergencies or extenuating circumstances beyond the control of the Employer preclude such notice.

Section 3. Records of overtime worked and refused will be maintained by supervisory employees of the sections to assure, as far as practicable, that assigned overtime work will be equitably assigned among qualified bargaining unit employees. The Employer agrees that overtime work will not be arbitrarily assigned to employees outside of the bargaining unit. Dissatisfactions relating to the assignment of overtime will be subject to the negotiated grievance procedures.

Section 4. Employees who work overtime shall be allowed a 15-minute paid break for each 4-hour period worked.

Section 5. Employees, either in training or on details, shall be considered for overtime in their sections subject to provisions of Section 3.

Section 6. Employees called back to work outside of, and unconnected with, their basic workweek shall be paid a minimum of 2 hours pay, regardless of, whether the employee is required to work the entire 2 hours.

ARTICLE 12 ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. The Employer shall have as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships, and working conditions of an unusually severe nature. When the Employer's action does not overcome the unusually severe nature of the hazard, physical hardship, or working condition, an environmental differential is warranted.

Section 2. An environmental differential is paid to a wage employee for exposure as listed under the categories in Appendix J, FPM Supplement 532-1. Amendments to categories in Appendix J may be made only by OPM.

Section 3. The Employer will evaluate its situations against the guidelines in Appendix J. When the local situation is determined to be covered by one or more of the defined categories, the authorized environmental differential will be paid for the appropriate category. Dissatisfaction with the Employer's determinations shall be brought to the attention of the Chief, Position Management and Classification Branch, Personnel office, for purposes of resolving the dissatisfaction informally. If such discussion does not result in resolution of the dissatisfaction, the matter may be filed as a formal grievance under the negotiated procedures.

Section 4. Negotiations will be conducted at the request of either party for:

- a. Determining the coverage of additional local situations under appropriate categories in Appendix J and application of Appendix J categories to local work situations. For example, local negotiations may be used to determine whether a local work situation is covered under an approved category, even though the work situation may not be described under a specific illustrative example.
- b. Determining additional categories not included in Appendix J for which environmental differential is considered to warrant referral to OPM for prior approval as in Section 3 above. For example, labor and management may negotiate locally whether to submit a joint request for a new environmental differential category or a different percentage differential for an existing category to OPM through either of their respective headquarters.

ARTICLE 13 PAY PRACTICES

Section 1. Wage Grade employees regularly assigned to a night shift who are temporarily

assigned to another night shift with a higher differential shall receive the higher differential when the majority of the employee's regularly scheduled non overtime hours of work fall within the shift having the higher differential.

Section 2. Wage Grade employees regularly assigned to a day shift are entitled to a night shift differential for any period during which they are temporarily assigned to work a regular shift for which a night shift differential is otherwise payable.

Section 3. Premium pay for Sundays and Holidays will be paid in accordance with the Federal Personnel Manual and other applicable regulations.

ARTICLE 14 LEAVE

Section 1. Employees will earn and annual leave in accordance with applicable statutes and OPM regulations. Annual leave is the right of the employee, but can be taken only with the approval of the appropriate supervisor.

Section 2. Employees may, without interference or coercion, request leave for any duration, for any time, and for any pattern they desire. Approval or disapproval will be based on factors which are reasonable, equitable, and nondiscriminatory. If two or more employees seek approval to be absent at the same time, decisions to approve or disapprove the requests will be based on the following, in order: a) any pertinent operational considerations; b) fairness to employees involved; and c) seniority in terms of continuous time on the rolls of the Employer.

Section 3. The Employer will solicit requests for leave usage early in each leave year by circulating ENG Form 3211 (Vacation Schedule for 19). Employees agree to cooperate in requesting anticipated absences. This will be undertaken so as to provide scheduled vacation periods fairly for each employee, to minimize forfeitures, and in accordance with staffing needs and workload. ENG Form 3211 will be circulated again in September or October so that any remaining use-or-lose leave can be scheduled for usage. Normally, employees will not be denied the use of leave if such denial will result in forfeiture.

Section 4. Unanticipated absences for personal or emergency purposes will normally be approved based on the employee's explanation of the circumstances, but employees should notify their immediate supervisor within 2 hours , after their scheduled reporting time. Employees must not assume, however, that a mere report of absence will result in approval.

Section 5. A medical certificate will not be required for approval of sick leave for absences of 3 days or less, unless the employee has been warned in writing about,` abuse of sick leave. An employee will not receive a written warning unless he/she has first been verbally warned by his/her supervisor on at least one occasion. A requirement for medical certification will be reviewed every 6 months by the supervisor, including discussion with the employee, to determine if continuation of this requirement is necessary. The employee may request Union representation during the review discussion. Management's decision is subject to review through the grievance procedures.

Section 6. Advanced sick leave, not to exceed a balance-owed of 240 hours, may be granted in the case of a serious illness or injury. Requests will be submitted by the employee or someone appropriately acting on his behalf, and will be processed in accordance with applicable regulations.

Section 7. The Employer shall not post individual sick leave records nor shall sick leave statistics be displayed publicly for the purpose of any competition which would have the affect of discouraging the proper use of sick leave

Section 8. The Employer shall make every effort to provide liberal use of light duty assignments, when supported by recommendation of an appropriate physician and/or practitioner, for periods less than 90 days, to help reduce the loss of accumulated sick leave.

ARTICLE 15

POSITION CLASSIFICATION

Section 1. Position descriptions (PD's) will be prepared by classification specialists base on position classification standards, position inquiry, and information provided by supervisors. The phrase "Performs other duties as assigned" in the employee's PD, shall be interpreted to mean duties related to the position. This phrase will not be used by supervisors to regularly assign employee's duties not related to the basic position.

Section 2. All when hired and when a new Supervisors will review the addendums are made. If no changes are made, PD with the employee at a minimum of once every employees will be provided with a current copy of their PD position description or addendum is prepared. PD with employees at the time any changes or the supervisor will review the 2 years.

Section 3. The employee is responsible for reading and understanding the position description and should request an explanation from the supervisor if he (the employee) does not understand. An employee who believes that the duties being assigned him are inconsistent with the position description should meet and discuss the matter with his supervisor in an effort to have the proper duties assigned, or have the position description changed.

Section - 4. Any employee may seek adjustment of the pay category, title, series, or grade of his position. When. an employee alleges that such adjustment is needed, the employee will be provided information on the classification appeal and oral complaint rights and procedures set forth in applicable rules and regulations. The employee may elect to be accompanied by a Union representative when discussing the matter with management officials, or when presenting an appeal.

Section 5. Prior to filing a classification appeal, an employee is encouraged to discuss the accuracy of the PD with the supervisor, since both are required to certify with their signatures, if an appeal is filed, that the job description is accurate.

Section 6. The Employer agrees to notify the Union President in advance if there is to be an adverse affect when an action/actions are to be taken that will affect the pay status of employees in the bargaining unit. Such notice will consist of a copy of the official notice provided to the employee.

Section 7. The Employer will ensure that employees may exercise their classification appeal and oral complaint rights without reprisal or future prejudice. Filing a classification appeal will not deprive an employee of his right to appeal any related adverse action through the appropriate appeal procedures.

ARTICLE-16 CONTRACTING OUT

Section 1. The Employer agrees to inform the Union of its intention to examine -in-house bargaining unit work for possible conversion to contract operation. Such notice will be provided at least 30 days prior to the beginning of a study. The Employer will provide to the Union, a copy of each performance work statement (PWS) involving bargaining unit work.

Section 2. The Employer agrees to give the Union advance notice of solicitation for bids for contracting of in-house work. Such notification will be submitted at least 45 days in advance of the "Invitation for Bid" or a "Request for Proposal for Contractual Services."

Section 3. When it is determined that in-house work will be contracted and that such action will adversely affect unit employees, the Employer will meet and confer with the Union, if requested, concerning the impact on employees. The Employer agrees to take all reasonable actions to minimize any adverse impact on employees if their work function is converted to contract operation.

Section 4. It is understood by both parties to this agreement, that Federal policy is against personal-service contracts which establish an employee-employer relationship. The Employer agrees to abide by all laws, rules, and regulations of the OPM, Comptroller General, and the Office of Management and Budget with respect to any contract activity; however, noncompliance on the part of the Employer will not be subject to the negotiated grievance procedures or to arbitration, but rather will be addressed through the appeal procedures specified in OMB Circular A-76 and applicable agency regulations.

Section 5. No bargaining unit employee of the unit will be under the supervisor non-Federal supervisor in the event that the Employer requires that unit work be done by contract. However, this shall not negate the Employer's right to assign a bargaining unit employee to provide orientation, training, or other assistance to a contractor or to contractor personnel.

Section 6. When an initial decision to contract out is announced, the Union will be notified. The Employer will make available for Union review the in-house cost estimate with detailed

supporting data the completed ENG Form 4843-R (U.S. Army Corps of Engineers Comparative Cost of In-House and Contract Performance), and the name of the contractor.

ARTICLE 17 REDUCTION-IN-FORCE

Section 1. The Employer agrees to notify the Union of reduction-in-force (RIF) actions involving abolishment of bargaining unit positions or displacement of bargaining unit employees. Such notification will be provided to the Union President and will consist of a copy of the official notice provided to each affected bargaining unit employee. The Union may request impact bargaining relative to implementation of the RIF actions.

Section 2. The Employer will utilize existing vacancies- to the extent possible to place employees affected by the reduction-in-force. All reductions-in-force will continue to be carried out in compliance with applicable laws, Federal Personnel Manual, and other applicable regulations.

Section 3. Employees separated by reduction-in-force will be advised as to the' method of contacting the Nebraska Job Service regarding unemployment compensation and placement assistance.

Section 4. A career or career-conditional employee separated by reduction-in-force will be placed and retained on the Employer's reemployment priority list under applicable laws and regulations. Such employees will be given appropriate preference for rehiring in temporary and permanent positions as provided by statute and higher Army regulations. It is understood that acceptance of a temporary position does not alter the employee's right to be offered permanent employment.

Section 5. Subject to the limited exceptions under appropriate OPM and higher Army regulations, an employee affected by reduction-in-force must meet the minimum qualification requirements of any position the Employer may offer that employee.

Section 6. Any employee affected by reduction-in-force has the right to inspect the retention register applicable to that employee, and the employee may elect to be accompanied by a representative. In addition, the employee may elect to have his representative inspect the applicable retention register for him or her.

Section 7. Employees displaced by reduction-in-force will be considered for vacant positions through the Department of Defense's Priority Placement Program.

ARTICLE 18 DISCIPLINARY ACTIONS --

Section 1. The Employer and the Union recognize that the public interest requires the maintenance of high standards of conduct. No bargaining unit employee will be subject to disciplinary action or adverse action except for such cause as will promote the efficiency of the

service. Actions based solely upon unacceptable performance will be covered under Article 24 and not this Article.

Section 2. Definitions are as written in P.L. 95-454, FPM regulations, and supplementing regulations, essentially:

a. A disciplinary action is defined as formal written reprimand or suspension of fourteen (14) calendar days or less.

b. Adverse actions are removals, suspensions of more than fourteen (14) calendar days, reduction in pay or grade, or furlough of thirty (30) calendar days or less.

Section 3. The parties agree to the concept of progressive discipline, designed primarily to correct and improve employee behavior, rather than to punish.

Section 4. If during an investigation by the Employer, an employee reasonably believes the investigation may lead to disciplinary action against that employee, the employee has the right, by law, to request representation. Should the employee request representation, the Employer agrees to delay further examination or questioning until the representative can be present.

Section 5. When the employee does not elect to have Union representation, if approved by the employee, the Union will be permitted to have an observer present at the adverse action hearing on official time. If the employee who requested the hearing objects to the attendance of the observer, the examiner will determine the validity of the objection and make the decision on the question of attendance.

Section 6. The Employer agrees to make witnesses available to testify at hearings who will be on official time. Payment of overtime, travel expense, and per diem is not authorized. Witnesses shall be free from restraint, interference, coercion, and reprisal.

Section 7. Management will try to ensure that the service of a warrant or subpoena on a bargaining unit employee will be accomplished in reasonable privacy and in such a manner as to minimize embarrassment to the employee.

ARTICLE-19 GRIEVANCE PROCEDURE

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

Section 2-- Scoff. A grievance means any complaint -

a. By any employee concerning any matter relating to the employment of the employee:

b. By the Union concerning any matter relating to the employment of any employee; or

c. By any employee, the Union, or the employer concerning -

- (1) The effect or interpretation or a claim of breach of a collective bargaining agreement;
- (2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- (3) Allegations of discrimination based on race, color, religion, sex, national origin, age, or handicap, including mixed cases (those involving an allegation of discrimination and an appealable personnel action).

d. Except that it shall not include a grievance concerning -

- (1) Any claimed violation relating to prohibited political activities; or
- (2) Retirement, life insurance, or health insurance; or
- (3) A suspension or removal for National Security reason, Section 7532; or
- (4) Any examination, certification, or appointment; or
- (5) The classification of any position which does not result in the reduction in grade or pay of an employee.

Section 3. This negotiated procedure shall be the sole procedure available to the Union and the employees in the bargaining unit for resolving such grievances, except as provided in Section 5 of this Article.

Section 4. In the event that a grievance is filed concerning interpretation or application of a regulation, and it has not been resolved at the level of the immediate supervisor, a question as to proper interpretation or application will be forwarded, by consent of both parties, to the proponent of the regulation for a decision as to the intent of the regulation prior to submitting the grievance to arbitration. After a determination of the intent of the regulation has been made, the grievance proceeds to the level of the immediate supervisor for continuation of the negotiated grievance procedure.

Section 5 - Appeal and Grievance Options. An aggrieved employee affected by a removal or reduction in grade based on unacceptable performance as provided in Section 4303, or adverse action as provided in Section 7512, may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this section and pursuant to Section 7121(d) and (e)(1) of Public Law 95-454, an employee shall be deemed to have exercised his option under this section only when the employee files a timely notice of appeal under the appellate procedure, or files a timely grievance in writing under the negotiated grievance procedure.

Section 6 - Question of Grievability. In the event either party should declare a grievance nongrievable or nonarbitrable, the grievance procedure may be interrupted, by mutual consent,

while an attempt is made to settle the question of grievability at the local level. If not resolved locally, the question of grievability shall be included as a threshold issue along with the original grievance. A question of grievability or arbitrability must be raised before the employer's written reply in Section 8 - Step 3.

Section 7. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The employer and the Union agree that strong efforts will be made by management and the aggrieved party(s) to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare for and present grievances, including attendance at meetings with Employer officials.

Section -8, Step. 1.

a. Any grievance, except as provided for in Section 9, shall first be taken up orally by the concerned employee or Union representative with the immediate supervisor in an attempt to settle the matter. Grievances must be presented within 15 calendar days from the date the employee or Union became aware of the grievance. The Union representative must be present if the employee so desires. However, if an employee(s) presents a grievance directly to the Employer for adjustment consistent with the terms of this agreement, the Local may have an observer present.

b. If the issues raised are outside the immediate supervisor's authority and responsibility, the immediate supervisor will refer the grievant to the lowest level official who can resolve the grievance. The grievance will then be processed through available channels and presented to the District Engineer or his designated representative as provided in Section 8 - Step 4.

Step 2. If the matter is not satisfactorily settled following the initial discussion, the Union representative may, within 5 working days, submit the matter in writing to the second level supervisor. The second level supervisor will meet with the Union representative and any aggrieved employees within 5 working days after receipt of the grievance. The second level supervisor shall give the Union representative his written answer within 5 working days after the meeting.

Step 3. If the matter is not satisfactorily settled at Step 2, the Union representative may, within 5 working days, submit the matter in writing to the Chief of Operations Division or his designated representative. The Employer representative will meet with the Union representative and aggrieved employee(s) within 5 days if requested by either party. The Employer representative will have 10 working days after the meeting in which to answer the complaint in writing.

Step 4. If the matter is not satisfactorily settled at Step 3, the Union representative may, within 10 working days, submit the matter in writing to the District Engineer or his designated representative. The Employer will meet with the Union representative and aggrieved The Employer to answer the representative employee(s) within 5 days if requested by either party.

representative will have 20 days after the meeting in which complaint in writing.

Step 5. If the matter is not can invoke arbitration within 20 at Step 4. satisfactorily settled at Step 4, the Union days of receipt of the Employer's decision

Section 9.

a. Any grievance which involves an adverse action or a removal or reduction in grade based on unacceptable performance as provide in Section 5 of this Article, may be submitted to the Chief, Operations Division, or his designated representative, within 10 days of the final decision.

b. In discrimination cases, the grievance will also be submitted directly to the Chief, Operations Division, or his designated representative.

c. Grievances involving disciplinary actions other than adverse actions (suspensions of 14 days or less, letters of reprimand, warning letters, etc.) will be submitted to the Chief, Operations Division or his designated representative.

Section 10. Failure of the Employer to observe the time limits shall entitle the Labor Union to advance the grievance to the next step. Failure of the employee or Labor Union to process the grievance within the time limits shall constitute withdrawal of the grievance.

ARTICLE 20 ARBITRATION

Section 1. If the Employer and the Labor Union fail to settle any grievance processed under the negotiated grievance procedure, as outlined in Article 19, such grievance, upon written request by either party within 30 calendar days after issuance of the Employer's final decision, may be submitted to arbitration.

Section 2. Within 5 working days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five impartial persons qualified to act as arbitrators. The parties shall meet within 3 working days after the receipt such list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Labor Union will each strike one arbitrator's name from the list of five and will then repeat this procedure. The remaining person shall be the duly selected arbitrator. The party striking :he first name shall be determined by the flip of a coin.

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

a. Either party refuses to participate in the selection of an arbitrator or;

b. Upon inaction or undue delay on the part of either party.

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

Section 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the day shift hours of the basic workweek. All participants in the hearing shall be on official time.

Section 6. The arbitrator will be requested to render his decision as quickly as possible, but in any event, not later than 30 days after the conclusion of the hearing, unless the parties mutually agree to extend the time limit.

Section 7. The arbitrator's award shall be binding on the parties.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards, unless the disagreement provides a legitimate basis for review by FLRA.

Section 9. Absent a negative arbitrator's decision upon the arbitrability of grievance, the arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

Section 10. Either party to this Agreement shall pay the total cost of arbitration if:

- a. The party refuses to present a question of arbitrability to the arbitrator, when the issue of arbitrability has been raised, or otherwise proceed to arbitrate a grievance; or
- b. Does not proceed without undue delay to implement the arbitrator's award. Upon a finding by appropriate authority that the refusing party did not have a duty to arbitrate the issue or implement the arbitrator's award, the grieving party shall pay their half of the arbitration costs.

Section 11. The arbitrator has full authority to award representative fees in accordance with the standards of the Civil Service Reform Act.

ARTICLE 21 IMPASSES IN NEGOTIATIONS

Section 1. When it has been determined that an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more attempt to resolve any existing impasse items.

Section 2. If after such effort either party concludes that an impasse still exists on any issue(s) or if an issue(s) has been under consideration for 30 days or more without agreement, either party may request the Federal Mediation and Conciliation Service to provide mediation service.

Section 3. The Federal Mediation and Conciliation Service shall provide services and assistance to the Employer and the Labor Union in the resolution of negotiated disputes as prescribed by

law. When voluntary arrangements, including the services of the Federal Mediation and Conciliation Service or other third party mediation, fail to resolve a negotiation impasse, either party may request the Federal Services Impasses Panel to consider the matter. Arbitration or third party fact finding with recommendations to assist in the resolution of an impasse may be used by the parties only when authorized by the Panel.

Section 4. The mediation and impasse procedure described above shall not preclude the parties from agreeing on any issue or from entering into complete agreement at any time without the assistance of the mediator.

ARTICLE 22 EMPLOYEE PERSONNEL FILES

Section 1. The Employer will abide by the law and applicable regulations in the filing, maintenance, and disposition of documents and records pertinent to bargaining unit employees. Any entry which the employee believes to be unjustified is subject to the negotiated grievance procedures.

Section 2. Each employee and/or his authorized representative shall have access on official time to inspect and/or copy any document in his Official Personnel Folder (OPF), but this will be done at a specified time arranged with the Employer. The Employer will assist the employee if requested. Copy of documents will be subject to monetary charges required by regulation when heavy volume is requested.

Section 3. Only those persons designated in FPM Chapter 294, as supplemented, will be allowed access to an employee's OPF.

Section 4. All official personnel records shall be purged and information disposed of in accordance with appropriate records control schedules. The Employer will maintain a system of followup to assure that any disciplinary or similar action, with a time limit on it, is removed on the proper date. Any outdated or unauthorized material accidentally left in the file may not be used to support any personnel action detrimental to the employee.

ARTICLE 23 HEALTH AND SAFETY

Section 1. The Employer agrees to provide a safe and healthful work place for all employees, and will comply with the provisions contained in Section 19 of the OSHA, Executive Order 12196, 29 CFR 1960, Federal, State, and local laws and regulations. All employees are responsible for prompt reporting of observed unsafe conditions. Upon request, it is agreed that a representative of the Labor Union and a Management Official will meet to discuss any problem on safety. There will be an annual safety inspection of all areas occupied by the employees. The Union may designate a representative at each duty station who will participate in annual inspections. The Union representatives) shall be on duty time.

Section 2. The Employer shall, in accordance with Section 19(a)(2) of the OSHA and other applicable directives, acquire, maintain, and require the use of approved safety equipment, approved personal-protective equipment, and other devices necessary to provide protection of

employees from hazardous conditions encountered during their performance of official duties. The Employer agrees to provide adequate employee training in conjunction with this protective equipment and devices.

Section .No employee shall be required to perform duties for which the employee has not received adequate training. An unlicensed employee shall not be required to perform duties for which a license is required unless the duties are associated with on-the-job training supervised by a licensed employee. An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond normal hazards inherent to the operation in question shall have the right to file a grievance if the matter cannot be resolved informally. Any employee who is assigned duties which he/she reasonably believes could endanger his/her health or well-being, will notify the supervisor of the situation. If the supervisor agrees with the employee, but cannot resolve the problem, the supervisor will delay the assignment.

Section 4. For safety reasons, no fewer than two (2) employees shall normally be allowed to work in an area where a potential safety hazard exists without periodic checks being made by the supervisor or other senior employees in the area.

Section 5. In the interest of safety, the Employer shall furnish employees all tools of a "good" quality. This requirement applies to, but is not necessarily limited to hand tools, testing equipment, safety equipment, such as welder hoods, helmets, gloves, safety belts, and body belts. Protective clothing will be provided when determined by the Labor-Management Occupational Safety and Health Committee (L-M OSH Committee) to be necessary.

Section 6. The Employer agrees to establish an L-M OSH Committee at the Maintenance Base. The Committee will be composed of equal numbers from management and Union. No fewer than a total of four (4) members will comprise this Committee. The Committee will elect a chairman who will have the responsibility to ensure the Committee will meet at least quarterly, and that notes are taken and a summary is posted on the bulletin board. A copy of the minutes will be furnished the Union. All employees will be granted official time for carrying out the responsibilities under this section.

Section 7. Any employee who files a report of occupational injury or illness, upon request, will be informed by the Employer of applicable procedures and potential benefits available to the employee under the Federal Employee's Compensation Act. The Employer will timely investigate the facts and circumstances concerning the illness or injury, as necessary, and the employee will be furnished a copy of any reports submitted to the Office of Worker's Compensation Programs. If an employee is injured in the line of duty, his/her time and attendance record will be annotated in accordance with applicable regulations. When an investigation is made of an occupational accident by any Employer's representative or outside authority, upon request, the Union shall be furnished a report of the investigation in accordance with applicable rules and regulations.

Section 8. The Employer agrees to ensure abatement of unsafe or unhealthful working conditions in accordance with 29 CFR Part 1960, E.O. 12196, and applicable Federal regulations and laws.

The Employer agrees to respond to employees' reports of unsafe and unhealthy working conditions, and require an inspection of any complaint within twenty-four (24) hours for imminent danger conditions, three (3) working days for potential serious conditions, and twenty (20) working days for other serious safety and health conditions. Any employee or Union representative is authorized to report an unsafe or unhealthful working condition. The Employer agrees to post notices of hazardous conditions discovered at the worksite as required by the FEOSH program in accordance with 29 CFR 1960. The Employer will ensure that no employee is subject to restraint, coercion, discrimination or reprisal for filing a report of unsafe or unhealthy working conditions or other participation in the occupational safety and health program.

Section 9. The Employer agrees that any employee has the right to file a claim with the Office of Worker's Compensation Programs when they reasonably believe that they have a disease or illness acquired or aggravated in the line of duty. If such claim is substantiated by the Office of Worker's Compensation Programs, the examination(s) and/or treatment(s) and other related expenses will be at Government expense in accordance with applicable rules and regulations.

Section 10 - Omaha District Occupational Health Program. The Employer and the Union agree that the Employer's Occupational Health Program is established for the purposes of:

a. Assuring that personnel are physically capable of performing required job tasks and that physical health is maintained during service or employment.

b. Reducing and keeping to a minimum manpower and economic loss caused by physical deficiency, sickness, and injury of civilian personnel.

c. Ensuring.. that health standards are maintained for employees which are consistent with Section 19 of OSHA, E.O. 12196, 29 CFR and all applicable rules and regulations. It is also agreed that implementation of this program shall include mandatory physical examinations for employees who are engaged in health hazardous occupations. These employees shall be designated by the Employer in writing and shall receive physical examinations of a sufficient level of detail dependent upon the nature and extent of risk inherent to the employee's occupation. The Employer will notify the employee and give a minimum of ten (10) working days notice before the scheduled physical. The employee has the option of receiving his/her physical examination by a Government designated physician or the employee's private physician, provided that the examination fulfills the requirements of the Employer's Occupational Health Program. The total contract price for physical examinations is divided into a price for administrative record keeping and a price for actual performance of the physical examination. If the employee selects a private physician in lieu of the Government physician, the Government will pay a portion of the private physician's fee equal to the contract price for actual performance of the physical examination.

d. Physical examinations and-medical monitoring under the Omaha District Occupational Health Program will be used only to determine if employee(s) health has been adversely affected and whether the employee can continue to work in the area without being adversely affected. Changes in the scope and frequency of such examinations will be subject for negotiation of

impact and implementation. It is understood these physical examinations and medical monitoring will not be considered fitness for duty examinations. It is further understood that all fitness for duty examinations will be administered under applicable rules and regulations.

e. The ODOR Program will consist of two medical examination categories.

(1) Medical Examination Category I. Includes a medical history, occupational history, physical examination by physician, audiogram, urinalysis (UA), and visual screening (employees exposed to intense light should also be given a special eye examination.)

(2) Medical Examination Category II. Includes all Category I examinations plus a pulmonary function test (PFT), complete blood count (CBC), and a blood chemistry screen SMAC21.

f. It is agreed the Medical Health Questionnaire is optional and is not required information.

g. The computer printout, Authorization Form, and the SF 78 Form will be kept in a confidential folder and placed in the personnel folder, put in a separate file cabinet from other standard personnel information. It can only be accessed by someone having a need to know this information (e.g., evaluation of a claim) in accordance with prescribed rules and regulations.

h. The OHP coordinator will transmit information to the employee and will not keep any information on file showing results of medical examinations.

i. It is agreed no medical information will be kept in the immediate supervisor's file.

j. The summary of abnormal findings will be sent directly to the employee, without going through the Employer's channels, when a followup examination is recommended for other than job-related problems.

Section 11. The Employer will make periodic industrial hygiene studies of any environmental conditions which may be injurious to the health of employees (i.e., noise, dust, fumes, toxic materials). The employee(s) and the Union shall be informed of any potentially harmful condition identified by the studies. No employee shall be required to work in an area where the studies reveal harmful conditions until the harmful conditions have been abated or protective equipment has been furnished to the employee.

Section 12. The Employer will furnish clean and adequate lunchroom facilities, individual lockers, and adequate sanitary washroom facilities. Employees assigned to work with dirty or hazardous materials will be provided with sufficient time during working hours to wash up before meals and prior to ending their tour of duty daily. Showers will be furnished for all employees working with hazardous or dirty materials; at the bargaining unit locations where these facilities are not available, the Employer will endeavor to provide such facilities within a reasonable period of time. Such facilities will be adequately heated and ventilated.

Section 13. The Employer shall give due consideration to rescheduling work scheduled for outdoors when it is apparent that the environmental conditions, such as extreme cold or extreme

heat, will create adverse working conditions for the employees involved. FPM Supplement 532-1, Appendix J, shall govern the granting of environmental differential pay for selected hardships in working conditions. Excusals from the worksite will be granted in accordance with applicable rules and regulations.

ARTICLE 24 PERFORMANCE APPRAISAL SYSTEM

Section 1. The Employer shall administer Department of Army's General Performance Appraisal System (GPAS) fairly and objectively in accordance with AR 690-400 (as supplemented by HQ USACE regulations, if applicable, and by local regulations and guidance). If performance is to be a factor in any personnel action, the GPAS will generally be the basis for documenting the performance aspects of the action.

Section 2. For the purpose of this article, the following definitions will apply.

a. Critical Element: A major job element that is of sufficient importance that performance below the minimum standard established by management requires remedial action and denial of a within-grade increase, and may be the basis for removing or reducing the grade level of the employee. Such action may be taken without regard to performance on other major job elements.

b. Non-critical Element: A major job element which does not meet the definition in Section 2.a.

Section 3. Each employee will be advised by the supervisor how their performance will contribute to the goals of their organization. Each employee will be encouraged by the supervisor to participate in developing performance requirements which tell the employee what is expected of the employee during the rating period. The supervisor will provide a copy of the written performance requirements before the rating period begins, and when-ever a change in requirements is necessary during the rating period. The supervisor will discuss the employee's performance at least twice yearly, preferably at 6-month intervals. Employees will only be appraised on their performance in comparison to the written performance standards. When the employee exceeds the performance standards, the supervisor may recognize the employee through the Army Incentive Awards Program. If the employee does not meet the written standards, the supervisor may take some type of corrective action.

Section 4. The written performance appraisal may be considered by management in any decisions concerning the employee to: (1) train, (2) reward, (3) reassign, (4) promote, (5) reduce-in-grade, (6) retain, or (7) remove from position.

Section 5. The employee and the supervisor will be involved in establishing performance standards for each appraisal period. The supervisor must review the position description, the organization's mission and function statements and goals, and other official documents related to the position. This review will decide the employee's duties and how each will fit into the organization's goals and objectives during the coming rating period. These must be measurable and job related. The supervisor will talk with the employee about what work or duties they are expected to perform during the coming rating period. The supervisor will develop written performance requirements. The employee is expected to participate in the development of the

written performance standards. The performance requirements will be recorded on DA Form 4968 (Job Performance Planning Worksheet) and, if necessary, the Part II continuation. Section 6. After being prepared and signed by the immediate supervisor, the worksheet will be reviewed and signed by the reviewer and the employee. The original will be given to the employee and this will be the official copy of the written job performance requirements. The signatures on the DA Form 4968 have the following meanings:

- a. The supervisor's signature indicates the employee has been given a chance to participate in identifying critical elements and establishing performance standards.
- b. The reviewer's signature indicates the major job elements, critical elements, and performance standards listed on the form are correct for the position, attainable, and fair and equitable in comparison to like or similar jobs in the organization.
- c. The employee's signature indicates that Part I (Administrative Data) of the form is correct, that a copy of the form has been provided to the employee, and that performance requirements have been discussed with the employee. The signature does not indicate the employee agrees with Part II (the major job elements, critical elements, supporting tasks, or performance standards).

Section 7. If the employee refuses to sign the form, the supervisor will so note an "attempt to resolve the problem. If the problem cannot be resolved, the supervisor will note the employee's refusal in the signature block, date the form, and give the original to the employee.

Section 8. The Employer and the Union agree that DA Form 4968 is a "written contract" between employee and supervisor. Any changes are subject to discussion as outlined in Section 3. It is agreed that identification of critical elements, noncritical elements, and content of performance standards are retained management rights. However, in accordance with 5 U.S.C. 4302, employees will be allowed and encouraged to participate in establishing performance standards that affect them.

Section 9. Performance rating levels and definitions are:

- a. Exceptional: Performance that exceeds performance standards (other than absolute standards) for all major job elements.
- b. Highly Successful: Performance that exceeds performance standards (other than absolute standards) for all critical elements and meets standards for all noncritical elements.
- c. Fully Successful: Performance that at least meets performance standards for all major elements.
- d. Marginal: Performance that meets performance standards for all critical elements and fails to meet the standards for one or more noncritical elements.
- e. Unsatisfactory: Performance which fails to meet performance standards for one or more critical elements.

Section 10. The employee's job status determines the rating period and the types of written appraisals the supervisor must prepare. Depending on the status, the employee will receive at least one of the following four types of appraisals: annual, probationary, interim, special. These appraisals will be in accordance with subchapter 3 of AR 690-400, FPM Chapter 430, and by local regulations and this contract.

Section 11. The written appraisal must be postponed if an employee has not served 120 days in the job. It may be postponed under special conditions, e.g., if the supervisor is newly assigned (less than 120 days), or if the employee's performance has been marginal but shows evidence of improvement.

Section 12. The Employer agrees DA Form 4969 will provide a section where the employee may write comments regarding the supervisory appraisal and the performance rating level assigned. In the event more space is required, the employee may attach additional comments and make reference to the attachment in the space allotted.

Section 13. All copies of the DA Form 4969 must be signed and dated by the persons indicated in AR 690-400 and Section 4 of this agreement. The employee will receive the original, a copy will be placed in the employee's official personnel file, and the supervisor will retain a copy. The supervisor must ensure that the employee's right to confidentiality is protected.

Section 14. The employee, after receiving the original copy, may file a grievance under the negotiated grievance procedure, if the employee is dissatisfied with the performance rating or other aspects of the performance appraisal.

Section 15. If the employee's performance is marginal or unsatisfactory, the Employer agrees, through counseling, increased supervisory assistance, and on and off the job training to help the employee improve his/her performance. If after a reasonable time, performance does not improve, the Employer may take removal action. The Employer will make every effort to reassign the employee to a more suitable position. If no chance for reassignment exists, demotion should be considered before removal from service. These decisions by the Employer will be in accordance with AR 690-400, FPM 430 and this agreement.

ARTICLE 25 INCENTIVE AND SUGGESTION AWARDS

Section 1. The Employer will encourage -employees to strive for improved performance and recognition under the Incentive Awards Program. The Employer agrees to consider employees for recognition under the Incentive Awards Program when they demonstrate performance which exceeds standards. When considering employees for awards, the Employer agrees to consider all options available.

Section 2. The parties agree that it is desirable to process all suggestions in a timely and expeditious manner and the Employer agrees to systematically followup with evaluators in an effort to accomplish same. A written explanation for rejection of a suggestion will be furnished to the suggestor. The suggestor may review the file for his suggestion upon request and may be accompanied by a Union representative.

Section 3. In accordance with AR 672-20 and supplementing regulations, a suggestor may request reconsideration of a suggestion that was not adopted. A suggestor may also request an investigation and report if he believes that official action has been taken to implement all or a portion of the suggestion during the period for which proprietary rights have been granted. If a direct relationship can be established between the suggestion and official action to implement the idea(s) in the suggestion, the suggestor will be given appropriate recognition.

ARTICLE 26 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Labor Union agree to work individually and together to provide equal employment opportunity for all employees; to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, or handicap; and to promote the full realization of equal employment opportunity through positive and continuing efforts.

Section 2. The Employer will conduct a continuing campaign to eradicate every form of prejudice or discrimination based on race, color, religion, sex, national origin, age, or handicap from its personnel policies and practices and working conditions, including the possibility of disciplinary action against employees, both supervisory and nonsupervisory, who engage in discriminatory practices. The Labor Union will conduct itself so as to uphold the same concepts and principles, including the possibility of sanctions or corrective actions against members who engage in discriminatory practices.

Section 3. The Employer agrees that good faith efforts will be made to utilize to the fullest extent the present skills of employees, including the redesigning of jobs, and to provide the opportunity for employees to enhance their skills through on-the-job training, work-study programs, job design measures, and other programs, so that they may perform at their highest potential and advance in accordance with their abilities.

Section 4. The Employer and the Labor Union agree to encourage self-development efforts by employees and performance at maximum levels of efficiency and productivity, so that employees may enhance their opportunities for advancement and maximum utilization of their skills and potential.

Section 5. The Employer will notify the Labor Union of a need or intent to appoint an EEO counselor. The Labor Union will have the right to nominate an employee to serve as counselor, but must first obtain the employee's consent. A nominee must meet the criteria established by the Employer. Each applicant or nominee who meets the criteria will be given due consideration.

Section 6. Complaints of discrimination shall be processed in accordance with the negotiated grievance procedures. The Employer will make good faith efforts to ensure the support and cooperation of management with EEO counselors and other officials, including employee representatives, in attempting to bring about resolution of complaints in the informal stages.

Section 7. Complainants have the right to be represented by a representative of his choosing, consistent with 5 USC 7114 and the provisions of this agreement.

ARTICLE 27 TRAINING

Section 1. The Employer and the Labor Union agree that the training and development of employees within the unit is a matter of primary importance to the parties. The parties shall seek to provide fair and equitable training and development opportunities for employees to the maximum extent feasible, relative to organizational necessity, space allocations, and available resources. Consistent with its needs, the Employer agrees to develop and maintain forward-looking effective policies and programs designed to achieve this purpose within the scope of existing regulations.

Section 2. If an on-the-job training assignment appears likely to lead to promotional opportunity, selection for such assignment will be competitive in accordance with the principles of the Merit Placement and Promotion Plan.

Section 3. The Employer will provide employee on-the-job cross training to the maximum extent practicable, employing such techniques as interchanging employees when they share mutual desires and aptitudes to receive training in each of their respective positions, contingent upon spaces and funds being available and consistent with the needs of the Employer.

Section 4. In the event of a reduction-in-force, the Employer will determine from the appropriate sources whether any of the affected employees may be eligible for training at Government expense, and if so, will inform employees how to apply for training.

Section 5. Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of the Employer. Available training programs will be discussed with the employees who would normally be eligible for such training.

Section 6. If possible, the Employer agrees to give at least 30 days advance notice to the Labor Union in regard to the installation of any new equipment, machinery, or process which would result in changes of work assignments or require additional training.

ARTICLE 28 TRAVEL AND PER DIEM

Section 1. The Union acknowledges that the nature of the Employer's mission occasionally requires bargaining unit employees to travel away from their official duty station. The Employer agrees that whenever feasible an employee's travel will be scheduled within his regular work hours.

Section 2. Travel time that occurs outside an employee's regular work hours and- that takes him away from his official duty station will be considered hours of work, if it meets the criteria for one of the four conditions specified in FPM Supplement 990-2, Book 550, Subchapter S1, paragraph S1-3, which are essentially as follows:

a. The travel involves the performance of actual work while traveling; e.g., driving a newly

acquired vehicle to its assigned location.

b. The travel is incident to travel that involves the performance of work while traveling; e.g., "deadheading" after delivery of a vehicle to its assigned location.

c. The travel is carried out under such arduous and unusual conditions that the travel is inseparable from work.

d. The travel results from an event which could not be scheduled or controlled administratively; e.g., travel to a training course conducted by a private institution and not for the benefit of the Government.

Section 3. Travel time away from an employee's official duty station that occurs outside of regular working hours will also be considered "hours of work" if it meets the criteria of the Fair Labor Standards Act (FLSA), which are specified in FPM Chapter 551 (or the FPM Letters pertaining to the FLSA, particularly FPM Letters 551-10 and 551-11) and are essentially as follows:

a. An employee performs work while traveling (including travel as a driver of a vehicle).

b. An employee travels as a passenger to a temporary duty station and returns during the same day.

c. An employee travels as a passenger on nonwork days during hours which correspond to his/her regular working hours.

Section 4. No employee will be required to travel in, or operate, a Government furnished vehicle under conditions that are determined unsafe in accordance with Article 23.

Section 5. Travel advances requested on a timely basis shall be made available prior to the date of departure. The amount of travel advance for a specific trip shall be determined by multiplying the per diem by the estimated number of days the employee shall be in travel status. The amount of travel advance shall be rounded off to the nearest ten dollars (\$10.00) below the computed estimate.

Section 6. If a temporary duty assignment requires an employee to be away for more than thirty (30) calendar days, the Employer shall, in accordance with provisions of the Comptroller General Decision B-130082 (6/20/76) and other applicable decisions, laws, or regulations, and upon request of the employee, authorize the employee to return to the official duty station during nonworkdays. Payment of per diem and travel expenses, in such cases, will be made on the basis of JTR Volume II and the subject CG Decision. Each case will be evaluated individually.

Section 7. Reimbursement for expenses incurred as a result of official travel or the Employer shall be for all authorized expenses and for the maximum amounts allowed by law, Government-wide regulations, and other applicable regulations.

Section 8. Complaints regarding entitlement to reimbursement for travel and per diem expenses may be submitted to the Comptroller General or through the negotiated grievance procedures, but not both.

ARTICLE 29 EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Union and Employer jointly recognize alcoholism and drug abuse as illnesses which are treatable. It is also recognized that it is for the best interests of the employee, the Union, and the Employer that these illnesses be treated and controlled.

Section 2. Our concern is limited to alcoholism, drug abuse, and other personal problems which affect conduct, attendance, and/or performance. Our primary objective is to help. This program is designed to assist and rehabilitate employees instead of removing them from their positions.

Section 3. Any employee who participates in this program will be entitled to all of the rights and benefits specified in DR 690-1-11 and other pertinent regulations.

Section 4. It shall be the responsibility of all employees in a supervisory position to follow the Employee Assistance Program policy and procedures. It shall also be their responsibility to assure an employee that a request for diagnosis or treatment will not jeopardize his job rights or job security if the conduct, attendance, and/or performance problem is resolved and that confidentiality regarding the diagnosis and treatment of these problems is ensured.

Section 5. An employee with a problem retains the right to seek assistance at his her own initiative without informing management. Referrals may also be made by a supervisor, by a Union representative, or by a member of the Management-Employee Relations Branch, Personnel Office.

Section 6. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties regarding attendance, conduct, and/or job performance, he will discuss the apparent difficulties with the employee. If the employee is unable to correct his job performance difficulties through his own efforts, the supervisor will arrange to offer the employee confidential assistance and services that are available through the Employee Assistance Program and outlined in DR 690-1-11 and other pertinent regulations.

Section 7. The focus of corrective interviews is restricted to the issue of conduct, attendance, and/or job performance and opinions or judgments on alcoholism, drug use, or other personal problems are prohibited. Participation in the Employee Assistance Program is voluntary on the part of employees and referrals, therefore, can be accepted or declined.

Section 8. The employee retains the right to have appropriate Union representative present at each such interview. The Employer agrees that, if the employee requests representation, the interview will be scheduled so as to provide the Union representative an opportunity to attend.

Section 9. It shall be the policy of the Employer to inform any employee subject to discipline or removal of his rights to process discipline or discharge actions through the appropriate appeals

procedure or the negotiated grievance procedure, if applicable.

Section 10. Employees wishing to receive the services available through the Employee Assistance Program can do so as follows:

- a. In the Omaha metropolitan area, call: (402) 390-4163 or 4165, which is the Employee Assistance Program Services Department of Nebraska Methodist Hospital, which is located at 8501 West Dodge Road, Omaha, Nebraska.
- b. Employees in field offices away from the Omaha metropolitan area should call the facility in their vicinity that has been designated by Nebraska Methodist Hospital to provide Employee Assistance Program services. Employees can learn of these facilities by calling collect to one of the numbers listed in paragraph a. above and asking for the Corps of Engineers Employee Assistance Program point-of-contact in their vicinity.

ARTICLE 30 PUBLICITY

Section 1. A limited but reasonable amount of bulletin board space will be provided in appropriate work areas for the display of Labor Union literature, correspondence, notices, etc. Literature posted or distributed within a DoD activity must not violate any law, applicable provisions of a negotiated agreement, or the security of the DoD activity, or contain scurrilous or libelous material. The Labor Union will be responsible for the contents of literature distributed by their representatives.

Section 2. The Employer agrees to include, in issues of District Information Bulletins, a statement as to the recognition granted the Labor Union and the names, locations, and telephone numbers of the Labor Union's officers, when changes occur in the Labor Union or officers. The Labor Union is responsible for supplying this information to the Personnel Office.

Section 3. Copies of this agreement will be furnished to all unit employees and to the supervisory and management personnel responsible for administering or interpreting this agreement. A reasonable number of copies will also be furnished to the Labor Union for its use. The cost of printing this agreement shall be borne by the Employer.

Section 4. New employees, as part of the second phase of the orientation process, will be advised of their unrestrained right to join the Labor Union or not to join and advised of the name of the steward. A copy of this agreement will be given to all new employees by a Labor Union steward or officer at the employee's work location.

ARTICLE 31 USE OF OFFICIAL FACILITIES

Section 1. At the request of the Labor Union, the Employer, whenever practical, will provide adequate facilities for official meetings of the Labor Union during the nonduty hours of the employees involved.

ARTICLE 32 EMPLOYEE DEBTS

Section 1. The Employer will not permit itself to be used as a collection agency in connection with commercial obligations or claims based on court judgements.

Section 2. Creditors and collectors will be denied access to employees for the purpose of presenting or collecting claims during working hours.

Section 3. When a debt complaint is received it will be forwarded to the employee, and the creditor will be told that management has/will forward their written complaint to the employees; that the complaint is a private matter between the creditor and the employee; and that the Employer will not be involved in debt collection activities.

Section 4. Debt complaints received from "debt collectors" are regulated by Public Law 95-109, "Fair Debt Collection Practices Act," 20 September 1977. A debt collector is prohibited from contacting the Employer about an employee's debt without the prior consent of the employee given directly to the debt collector, the express permission of a court of competent jurisdiction, or other authorization as specified by law. If the debt collector can establish that he appropriately contacted the Employer, the debt complaint will be processed in accordance with Section 3 above.

Section 5. The parties agree that employees have a responsibility to pay their-just financial obligations in a proper and timely manner.

ARTICLE 33 GENERAL

Section 1. The Employer agrees to abide by its regulations and policies and that application of these policies will be made uniformly on a fair and equitable basis.

ARTICLE 34 UNION DUES DEDUCTION

Section 1. The Employer Agrees, to permit eligible employees to pay dues to the Union through authorization of voluntary allotments from their earnings, provided that the employee who so requests; is a member in good standing in the Union so certified to the Civilian Payroll Office by the Union; has voluntarily completed an SF 1187; and receives compensation sufficient to cover the total amount of allotment.

Section 2. The specific office of the Employer authorized to deduct dues is Civilian Payroll Office, 6014 USPO & Courthouse, Omaha, Nebraska 68102.

Section 3. The Union assumes the responsibility for informing its members on the voluntary nature of the system for allotment of dues, providing copies of SF 1187 to bargaining unit employees, and notifying the Civilian Payroll Office of:

a. Names and titles of officials authorized to certify the SF 1187 in accordance with this Article.

- b. The name, title, and address of the allottee (Bank, Person) to whom remittance should be sent.
- c. Any change in the amount of membership dues.
- d. The name of any employee who ceases to be a member in good standing or moves to a position outside the bargaining unit.

The Union also assumes responsibility for forwarding properly executed and certified SF 1187's to the Civilian Payroll Office.

Section 4. The Employer agrees that it is responsible for:

- a. Permitting and processing voluntary allotments or revocations in accordance with this Article;
- b. Withholding dues on a pay-period basis without cost to the Union or the employee;
- c. Transmitting, on a pay-period basis, remittance checks to the allot-tee designated by the Union, together with a listing of employees for whom deductions were made.

Section 5.

- a. The parties agree that the amount of the dues to be deducted will be in accordance with the schedule provided to management by an authorized Union official. Any changes in this schedule shall become effective as soon as possible, but no later than the beginning of the second full pay period after receipt of certification in the Civilian Payroll Office.

Section 6. Administration errors on remittance checks shall be corrected and adjusted within the next pay period after notification. The correct amount will be added to or subtracted from the next remittance check to the Union, with the explanation furnished. An error in the amount of dues withheld from employees shall be adjusted within the next pay period. Labor Union shall provide the employee affected with the explanation upon request.

Section 7. The effective dates for actions under this Article are as follows:

- a. Starting dues withholding - see Section 5.
- b. Change in amounts of dues - see Section 5.
- c. Revocation by employee.

(1) An employee can voluntarily revoke his/her allotment for payment of dues at any time (but not earlier than 90 days prior to date the employee joined the Union) by completing SF 1188 and submitting it directly to the Civilian Payroll Office.

(2) Revocation will become effective the first full pay period following the anniversary date.

d. Termination due to loss of membership in good standing beginning the first full pay period after date of notification in the Civilian Payroll Office.

e. Termination due to loss of recognition in Unit beginning of first full pay period following loss of recognition.

f. Termination due to separation, transfer, or other personnel action.

(1) If action is effective the first day of a pay period, termination of allotments will be at end of preceding pay period. (Example: Promotion to a position outside the Unit.)

(2) If action is effective on any other than the first day of a pay period, termination of allotment will automatically be at the end of that pay period.

Section 8. The Management-Employee Relations Branch, Personnel Office, U.S. Army Engineer District, Omaha, Nebraska, will maintain a supply of SF 1188's (Revocation of Voluntary Allotment of Compensation for Payment of Employee Organization Dues) and will make this form available to unit employees upon request. However, a written request for revocation of payroll withholding, which is otherwise in order and signed by the employee, will be accepted and acted upon even though not submitted on SF 1188.

ARTICLE 35--DURATION OF AGREEMENT

Section 1. This agreement will remain full force and effect for two (2) years from the date of execution by the parties. Either party may give written notice to the other not more than ninety (90) or less than sixty (60) days prior to each anniversary date of its intention to reopen, modify, or amend the agreement. When such notice is given, the parties agree to engage in negotiations not later than thirty (30) days prior to the expiration of the agreement. The present agreement will remain in full force and effect during renegotiations of said agreement and until such time as a new agreement is approved.

Section 2. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for a two (2) year period_ subject to the other provisions of this Article.

Section 3. Should the parties negotiate an amendment or supplement to this agreement, such amendment and/or supplement will be executed and approved in the same manner as this basic agreement.

Section 4. During the duration of this agreement, either party may notify the other in writing of its desire to negotiate supplemental agreements. Supplements will be limited to changes in applicable laws and regulations from higher authority which could affect bargaining unit employees, including court decisions, decisions of the Federal Labor Relations Authority, the Federal Services Impasses Panel, and any other authority impacting on the bargaining unit.

Section 5. All supplements and/or amendments agreed upon will be executed and approved in the same manner as the basic agreement and will remain in effect in accordance with the provisions of this Article. Any supplements will remain in effect in accordance with the provisions of this Article.

