

Negotiated Agreement

Between U.S. Army Corps of Engineers, Baltimore District
and

American Federal of Government Employees Local 1041

Effective 19 Aug 1977

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PREAMBLE

In accordance with the provisions of Executive Order 11491 as amended this agreement is entered into between the U.S. Army Engineer District, Baltimore, hereinafter called the “Employer” and American Federation of Government Employees Local No. 1041 AFL-CIO, hereinafter referred to as the “Union”. This agreement shall be applicable uniformly throughout the bargaining unit in the Washington Aqueduct Division, for which the Union is the exclusive representative. Collectively, the Employer and the Union will be known as the Parties.

ARTICLE 1

SCOPE OF AGREEMENT

Section 1. The Parties affirm that the public purposes to which the Employer is dedicated can be advanced through understanding and cooperation achieved through collective bargaining in those areas in which negotiation is appropriate in the Federal service.

Therefore, the Parties agree to establish appropriate machinery, as hereinafter provided, for joint consultation and negotiation on matters covered by this agreement, and Section 11a of E.O. 11491 as amended.

Section 2. The public interest is paramount in the accomplishment of the Employer’s mission.

Section 3. 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; by published Employer policies and regulations in existence at the time this agreement was approved; and by subsequently published Employer policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

a. Management officials of the Employer retain the right, in accordance with applicable laws and regulations:

(1) to direct employees of the agency;

(2) to hire, promote, transfer, assign, and retain employees in positions with the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;

- (3) to relieve employees from duties because of lack of work or for other legitimate reasons;
 - (4) to maintain the efficiency of the Government operations entrusted to them.
 - (5) to determine the methods, means and personnel by which such operations are to be conducted; and
 - (6) to take whatever actions may be necessary to carry out the mission of the agency in situation of emergency. However, it is agreed that the Chief, Washington Aqueduct Division or his authorized representative will report to the Union the reasons which required setting aside any terms of the agreement. The Union retains the right to grieve the action.
- b. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.
 - c. The requirements of Section 12, EO 11491, as amended, shall apply to all supplemental, implementing, subsidiary or informal agreements between the Parties.

Section 4. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer will have due regard for the obligation imposed by Paragraphs 11a and 11b, E.O. 11491, as amended.

ARTICLE 2

DURATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect for two years from the effective date hereof and from year to year thereafter unless either party shall give to the other party written notice of intention to terminate this Agreement in its entirety, at least sixty (60) but not more than ninety (90) days prior to its renewal date.

UPDATING AGREEMENT

Section 2. Within ninety (90) days after final approval of the Agreement either party may reopen this Agreement one time for renegotiation of specific areas. The parties mutually acknowledge that it is not the intent of the parties that a new total Agreement to be negotiated prior to the end of the two year duration.

Section 3. The present agreement will remain in full force and effect during the renegotiation of said Agreement and until such time as a new Agreement is approved.

ARTICLE 3

BARGAINING UNIT

Section 1. The Bargaining Unit is hereby defined as covering all employees of the Washington Aqueduct Division, with the following exceptions:

- a. Employees engaged in Federal personnel work other than a purely clerical capacity.
- b. Professional employees, identifying a professional employee as any employee whose duties are to perform advisory, administrative or research work which **(1)** is based on an understanding and application of the established principles of a science or other field of knowledge which is generally recognized as conferring professional standing on a person engaged in such work; **(2)** requires knowledge in a field of science or learning customarily acquired through study at a college or hospital as distinguished from a general education; and **(3)** if established as a position under the Classification Act, is properly placed in one of the series of that Act appropriate for such positions at a level of GS-5 or higher.
- c. Supervisors, identifying a supervisor as an employee having authority in the interest of an agency to hire, transfer, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them or to adjust their grievances, or effectively to recommend such action, if in connection with the foregoing the exercise of authority is not of a merely routing or clerical nature but requires the use of independent judgment.

Section 2. The term "Unit" as used in this Agreement shall refer to the Bargaining Unit as defined in this article.

ARTICLE 4

RECOGNITION

Section 1. The Union is hereby recognized as the exclusive representative of all employees in the Unit as defined in Article 3.

Section 2. The Union shall be entitled to act for and to negotiate agreements covering employees in the Unit and shall be responsible for represented the interests of employees in the Unit without discrimination and without regard to Union membership. The Union shall be given the opportunity to be representatives at formal discussions between Management and

employees or employee representatives concerning personnel policies and practices, or other matters affecting general working conditions of employees in the Unit.

ARTICLE 5

SAFETY & HEALTH

Section 1. The Employer shall make every reasonable effort to provide and maintain safe working conditions, and the Union will cooperate to that end and encourage the employees to work in a safe manner and use all available safety devices. The Union will make every effort to prevent accidents of any kind; particularly those of a serious nature involving personnel injury and lost time.

Section 2. Two safety committees shall be established, the Dalecarlia Safety Committee and the McMillan Safety Committee. Each safety committee shall consist of one member appointed by the Employer and one member appointed by the Union. The Chairman will alternate monthly starting with the Employer. The committees will meet monthly to make safety surveys, to consider safety problems and to make recommendations for improving safety. Each committee chairman will prepare a monthly report of his committee's activities and forward the report to the Labor-Management Cooperation Committee for consideration.

Section 3. Members of the Safety Committee may perform their duties as members of the Committee and receive training appropriate to their responsibilities without loss of pay or charge to leave. Members of the Safety Committee shall serve for a period of not less than one year.

Section 4. It is understood and agreed that when the Employer requires the use of special safety items to protect the employee, these specified items shall be provided the employee by the Employer. The provisions of this section will not apply to eye examinations for prescription safety glasses until medical service facilities are available for this purpose without direct cost to the Employer.

Section 5. The Employer agrees that methods and operating procedures will be such that personnel will not be exposed unnecessarily to accidents or industrial health hazards. Environments will be provided and maintained to assure maximum safety personnel. Methods will be reviewed continually to assure jobs that are being performed safely as well as efficiently. All safety devices and practices, including Safe Clearance Procedures for the Washington Aqueduct will meet the appropriate safety regulations. When the Employer waives provisions of existing safety regulation applicable to employees of the Unit, the Union shall be furnished, in writing, information regarding the action taken.

Section 6. Employees must report accidents or injuries promptly to their immediate supervisor and must complete applicable forms as required under Federal Employees Compensation Act. The Employer agrees to furnish the employee information regarding his

rights and benefits under the Act within 3 working days following the reporting of the accident or injury.

Section 7. Employees who suffer work related temporary physical disability of short duration, may be assigned suitable work in their organizational unit to the extent it is available providing the employee furnishes medical certification stating the employee's specific limitations and the length of time it is anticipated that he will be disabled.

Section 8. Where unusual working conditions, hazards, or physical hardships exist, environmental differentials will be payable according to the criteria of the appropriate regulations.

Section 9. No employee will be required to perform duties involving hazards without first receiving sufficient training concerning the hazards, the proper work methods, and the protective measures and equipment to be used. When an employee is assigned duty for which he feels a lack of sufficient training, capacity, assistance, tools or equipment to perform the job safely, he shall bring such facts to his supervisor's attention before attempting the work. If the supervisor cannot provide the required resources he shall delay the assignment and inform his supervisor of the inadequacies.

ARTICLE 6

LABOR MANAGEMENT COOPERATION

Section 1. The Parties agree to maintain a joint Labor-Management Committee. The Committee will meet once a month at a convenient location agreed upon by the parties when agenda items have been submitted by either party. Minutes and proceedings of the meeting shall be kept by the Employer. Agenda items will be submitted in writing three (3) workdays in advance of each meeting.

Section 2. No official notice is required for between-meeting consultations and they will be arranged at the convenience of both parties as soon as possible after the need is indicated by either party.

Section 3. The Committee shall be composed of three (3) members selected by the Union and three (3) members selected by the Chief, Washington Aqueduct Division. A chairman shall be designated for each party to serve as their spokesman and coordinator.

Section 4. The joint Labor-Management Committee will have as its purpose and shall give consideration to such matters as: The application of rules, regulations and policies; the corrections of conditions making for grievances and misunderstandings; the encouragement of good human relations in employee-supervisor y relationships; the promotion of education and training; the betterment of employee working conditions; the strengthening of employee

morale; the implementation of equal employment opportunity. However, it is agreed that individual grievances will not be taken up during the Committee meetings.

Section 5. The Employer will furnish the Union 150 copies of the Agreement. Reproduction of additional copies of the Agreement shall be accomplished by and paid for by the Union.

Section 6. The Employer shall furnish to the Union an annual listing of employees in the bargaining unit showing the employees name, unit, and position title. The Employer shall furnish the Union with a monthly listing showing employee separations and promotions.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. The purpose of this article is to provide for a mutually acceptable method for the prompt and equitable settlement of all grievances.

Section 2. A grievance is defined to be any dispute or complaint between the Employer and the Union or an employee or employees covered by this Agreement; which may pertain to any of the following:

- a. Any matter involving the interpretation, application, or violation of this Agreement, and
- b. Any matter involving working conditions or the interpretation and application of published Employer policies, regulations, and practices not specifically covered by this Agreement. The sole exclusion to this grievance procedure shall be those matters subject to statutory appeal procedures.

Section 3. This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances.

Section 4. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure, or is not subject to arbitration shall be executed at step 3 of the grievance procedure. Such rejection shall be served upon the Union in writing and, if alleged to be subject to statutory appeal procedures, shall state that it is the final rejection of the matter for the purposes of requesting a decision from the Assistant Secretary of Labor.

All disputes as to whether or not a grievance is precluded by existing statutory appeal procedures shall be referred to the Assistant Secretary of Labor for decision

All other disputes of grievability or arbitrability shall be referred to arbitration as a threshold issue in the related grievance.

Section 5. 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 every effort will be made by Management and the aggrieved party to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and their representatives to discuss prepare for and present grievances, including attendance at formal meetings with Management officials.

Section 6, Step 1. The grievance shall first be taken up orally by the concerned employee or steward with the immediate supervisor in an attempt to settle the matter. Grievances must be presented within 14 calendar days from the date the employee or Union became aware of the grievance. The steward 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 Union shall be given the opportunity to have an observer present.

Section 7, Step 2. If the matter is not satisfactorily settled following the initial discussion, the steward may, within 5 working days, submit the matter in writing on a standard grievance form to the Branch Chief. The Branch Chief will meet with the steward and any aggrieved employees within 5 working days after receipt of the grievance. The Branch Chief shall give the steward his written answer within 5 working days after the meeting.

Section 8, Step 3. If the grievance is not settled at the Branch level, the representative may within 5 working days of receipt of Branch Chief decision, forward the grievance to the Division Chief for further consideration. The Division Chief will review the grievance, consult with the Branch Chief and the Union representative, and give the Union representative his written answer within 10 working days after receipt of the grievance.

Section 9, Step 4. If the grievance is not settled at the Division level, the representative may, within 5 working days of receipt of the Division Chief's decision, forward the grievance to the District Engineer for further consideration. The District Engineer will review the grievance, consult with the Division Chief and the Union representative and give his written decision within 10 working days.

Section 10, Step 5. If the grievance is not satisfactorily settled at the District Engineer level, the Union or the Employer may refer the matter to Arbitration. All time limits in this Article may be extended by mutual consent.

ARTICLE 8

ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either party within 15 calendar days after issuance of the Employer's final decision, shall 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 7 impartial person qualified to act as arbitrators. The parties shall meet within 5 working days after the receipt of such list. If the parties cannot mutually agree upon one of the listed arbitrators, then, beginning with the loser of a coin toss, the parties will each strike one arbitrator's name from the list of 7 and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to 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 Union and the Employer. The aggrieved employee and any employee of the unit serving as the grievant's representative who are otherwise on duty shall be excused from duty as necessary to participate in the arbitration proceedings without loss of pay or charge to annual leave.

Section 6. The arbitrator will be requested to render his decision as quickly as possible.

Section 7. The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Council, under regulations prescribed by the Council.

Section 8. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

ARTICLE 9

DISCIPLINARY AND ADVERSE ACTION

Section 1. The Employer agrees that when an infraction is documented by a Supervisor, the employee must be given an opportunity to furnish a reply to the charge. Prior to being requested to reply to such charge the employee must be informed of his or her rights to be represented by the Union.

Section 2. The parties agree that primary emphasis will be placed on preventing situations which may result in disciplinary action through effective employee-Union-Management relations. The parties agree that the purpose of disciplinary action is to mold and correct rather than to punish or penalize.

Section 3. Nothing in this Article precludes an employee from designating the Union or any other person to represent him in a disciplinary or adverse action.

Section 4. The Employer agrees to furnish the employee with an additional copy of correspondence proposing disciplinary and adverse actions and decisions on these actions. This copy will be identified as "Representative Copy" and may be given to his/her representative. When an employee in the Unit designates a representative of the Union to be his or her representative of the Union to be his or her representative on a disciplinary or adverse action, copies of all correspondence sent to the employee will be furnished to the Union representative.

Section 5. Information not previously made known to the employee may not be used as a basis for disciplinary actions. Employees will be given an opportunity to explain and to express their views with respect to the circumstances relating to the incident(s) in question. Information authorized for disclosure to an employee of a derogatory nature will not be placed in an official personnel folder without prior knowledge of the employee.

The employee will be given an opportunity to refute the information prior to placing it in the official personnel folder.

Section 6. If at any time during the course of a formal discussion with a supervisor, an employee believes that his rights are being threatened, he has the right to request a Union representative be present. No further questions or action will take place until the employee's representative is present.

ARTICLE 10

STATUS OF UNION REPRESENTATIVES

Section 1. Supervisors shall not impose any restraint, interference, coercion, or discrimination against employees on the exercise of their right to have Union representatives of their own choosing for the purposes of collective bargaining, the prosecution of grievances, appeals from adverse actions, and Union-Management cooperation; or upon duly designated Union representatives acting on behalf of an employee or group of employees within the Unit. Employees shall not conduct internal Union business on duty time.

Section 2. Designation of Shop stewards shall be limited to 15 stewards in the Unit. Union stewards shall be designated by the Union and shall be recognized as Union representatives for employees in the subdivision in which they are designated to be stewards. The Union will supply the Employer with their names. It shall be the duty of the Union to notify the Employer at the end of each month, of any changes in the roster of stewards.

Section 3. Union stewards are authorized to perform and discharge the duties and responsibilities which may properly be assigned to them under the terms of Executive Order 11491 as amended and in accordance with this Agreement. The Employer agrees that there shall be no interference, coercion or discrimination against stewards in the performance of their duties.

Section 4. Union representatives shall not use their offices for matters outside the scope of this Agreement. They shall conduct their proper duties with dispatch.

Section 5. Reasonable time during working hours will be granted to Union representatives and aggrieved employees for attendance at all formal hearings and meetings with Management officials. Reasonable time will also be allowed for representatives to meet with employees to discuss, prepare for, and present grievances, appeals, discrimination complaints and other appropriate representational matters.

Section 6. If an employee's use of regular working hours as a Union representative is interfering unduly with the proper performance of his official duties, the matter will be objectively discussed between the employee, Employer and a Union officer, in order to find a satisfactory solution. There may be occasions when the activities of the Union representative will have to be restricted during duty time. Each Union representative must arrange in advance with his immediate supervisor, any absence from his duty station for time used as a Union representative and must report to his immediate supervisor upon returning to duty status.

ARTICLE 11

EMPLOYMENT WITH UNION

The Union may designate employee members as representatives elected or appointed as a delegate to any Union activity necessitating a leave of absence not to exceed 15 work days per year, and upon written notification to the Employer by the Union, such employees may be granted annual leave, or leave without pay, if requested. Requests for leave for more extended absences on Union activities will be considered under appropriate regulations. Subject to applicable Civil Service regulations such employee members on approved leave shall not lose seniority.

ARTICLE 12

UNION DUES WITHHOLDING PROCEDURES

Section 1. The Employer agrees to withhold, each biweekly pay period, the dues of each employee who is a member in good standing of the Union and who has signed an employee authorization form authorizing such dues withholding.

Section 2. Dues are the regular, periodic amounts required to maintain an employee as a member in good standing of the Union. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues.

Section 3. The amounts of Union dues to be withheld from employee's salaries will be certified by the President or Treasurer of the Union. Such amounts will be shown on the authorization form at the time the Employer initially receives it. The amounts will remain unchanged until the President of the Union certifies to the Employer that the amounts of the regular dues have changed. Upon receipt of such a certification, the Employer, on the first complete pay period for which the deductions may be made after receipt in the appropriate payroll office, or on a later date if requested by the Union, will begin to withhold the certified amount of the dues.

Section 4. Dues withholding allotments will not be made for employees (part-time or intermittent) whose earnings are not regularly sufficient to cover the amounts to be withheld. Also, dues will not be withheld for an employee whose net salary after other legal and required deductions is not sufficient to cover the amount of the authorized allotment, such as when the employee has had a period of time in a non-pay status (leave without pay, absence without leave, suspension, or furlough).

Section 5. Both parties accept the responsibility for: (a) ensuring that these allotments are voluntary, and (b) fully informing their employees and members respectively of the truly voluntary nature of the allotment program as well as the conditions governing revocation.

Section 6. An employee will indicate that he wishes to have his dues withheld by completing an employee authorization form. The Union will be responsible for purchasing this form, distributing it to its members, certifying as to the amount of the dues, and informing and educating its members on the program for Union dues withholding and the uses and availability of the authorization form.

Section 7. An employee may complete the authorization form at any time. Dues deductions will begin to be made for the first complete biweekly pay period after receipt of the authorization form in the Central Payroll Office.

Section 8. A dues allotment for an individual employee will be automatically terminated upon his separation for any reason, and will be effective as of the date of the separation. However, when the separation occurs during a pay period, the dues allotment will be withheld from the employee's salary for that pay period.

Section 9. The Union will promptly notify the Employer's Personnel Officer in writing when a member is expelled or ceases to be a member in good standing. The Employer will terminate the allotment for such an employee effective with the first full pay period after receipt of this notice.

Section 10. By written request to the Employer's Personnel Officer, employees may at any time voluntarily revoke their allotment for the payment of Union dues. However, in accordance with Civil Service Commission regulations, such a revocation will not be effective until the first full pay period following either March 1 or September 1, whichever is the earlier, after receipt of the revocation in the Central Payroll Office. The Employer will notify the Union of any revocations made during a pay period at the time it transmits to the Union the listing provided for in Paragraph 12 below.

Section 11. The remittance of dues withheld will be made, by check payable to the "Treasurer, Lodge 1041", after each pay period for which deductions are made.

Section 12. The remittance checks will be accompanied by a listing of the names of those employees from whose salaries, due deduction have been made, the amount of dues withheld for each employee, and his branch. The Employer will also list the names of employees whose dues allotments have been stopped. The Employer will specify the branch of each such employee and the reason for non-working of dues. The amount of the fee for providing the withholding service will be separately identified on each statement containing these listing.

Section 13. The Employer will charge the Union a service fee of \$0.02 for each deduction per employee per pay period.

ARTICLE 13

HOURS OF WORK

Section 1. Hours of work are as follows:

- a. Planning Br., Engineering Br., Administrative Br., McMillan Section, except for shift operating personnel.....Code A
- b. Maintenance Br and Plant Operations Br, except Shift Operating Personnel and McMillan SectionCode B
- c. Washington Aqueduct Security Guards and Dalecarlia Shift Operating PersonnelCode C
- d. McMillan Shift Operating PersonnelCode D

<u>1st Shift</u>		<u>2nd Shift</u>	<u>3rd Shift</u>	<u>Lunch Period</u>
Code A	0730-1600			30 Minutes
Code B	0700-1530			30 Minutes
Code C	0700-1500	1500-2300	2300-0700	20 Minutes At Duty Station
Code D	0730-1530	1530-2330	2330-0730	20 Minutes At Duty Station

Section 2. Shift assignments on the posted schedules will not be changed to avoid payment of over-time or Sunday premium pay or to avoid leave payments at night rates for wage grade employees. Wage grade employees will not be entitled to a greater percentage of annual leave at night rates than their overall percentage of work normally performed on night shifts for the year.

ARTICLE 14

OVERTIME

Section 1. The administration of any necessary overtime work (including the nature of the work, the need for special skills, and the number of employees required), is solely a function of the Employer, However, in determining those employees required to perform overtime work, opportunity will be given to those employees who normally perform the work.

Section 2. To the extent possible, only those employees who express an interest in overtime shall be assigned overtime work consistent with the nature and quality of the work to be performed. Overtime work assignments will be rotated as equally as possible among the qualified employees within the organization as the need arises. An employee who declines overtime work forfeits his position in the rotational cycle. Employees who cannot be reached when called for overtime will be informed of this on their next workday.

Section 3. Notification of overtime work will be given to affected employees as much in advance as may be practicable under the circumstances.

Section 4. Supervisory personnel as defined in this Agreement normally will not deprive an employee of the opportunity for overtime work by doing the work himself if he can obtain one of his employees who is qualified to perform the required work in a reasonable time.

Section 5. Any employee, except those residing in Government Quarters, called in to perform overtime work will be guaranteed a minimum of two (2) hours overtime pay.

ARTICLE 15

JOB DESCRIPTION AND GRADE LEVEL REVIEW

Section 1. In accordance with CPR 501, the statement "Performs other duties as assigned" will appear as an unnumbered last paragraph under "Major Duties" to make clear that the assignment of duties to employees is not limited by the content of the job description. Insofar as possible, supervisors will avoid assigning to employees incidental duties which are inappropriate to their positions and qualifications.

Section 2.

- a. Complaints regarding the accuracy of the job descriptions will in most cases, be resolved between the employee and the supervisor responsible for assigning duties to the incumbent. The employee has the option of requesting Union representation if so desired.
- b. If the employee does not agree with the supervisor's decision, the employee may file a written complaint, through supervisory channels, to the District Engineer.
- c. Upon receipt of the complaint, an individual from the staff of the Civilian Personnel Office who is technically qualified to evaluate jobs in accordance with CPR 501 will discuss the matter with the employee, and/or the employee's Union representative if desired, and the employee's supervisor. The employee and/or the Union representative will be given full opportunity to present their case.
- d. If the employee agrees with the explanation of the Civilian Personnel Office Specialist, the complaint will be annotated and returned without action, through supervisory channels, to the employee. If the employee does not agree with the explanation, the Civilian Personnel Office Specialist will forward the complaint to the District Engineer for final decision.
- e. In accordance with CPR 501, all decisions involving current and future duties and responsibilities of positions made by the District Engineer will be considered final.

Section 3.

- a. Each employee shall be afforded the opportunity to review the title, grade, and series of his or her job with a representative of the Employer. Employees may request Union representative of the above with the Employer. The Civil Service Commission and/or Department of the Army Evaluation Standards and definitions that pertain to the specific position will be made available and explained to the employee at this time.
- b. Whenever an employee believes the title, series code, or grade of his or her position is incorrect, he or she should bring the matter to the attention of his or her supervisor. The supervisor will discuss the matter with the employee and explain, with assistance from the Civilian Personnel Office as needed, the basis upon which the job has been evaluated. Employees may request Union representation in discussing the above with the Employer.
- c. If the employee is satisfied with the explanation, no further action need be taken. If the employee is not satisfied with the explanation received, he or she may file his or her complaint in writing, through supervisory channels, addressed to the District Engineer.
- d. Upon receipt of the complaint, the supervisor will initiate a Standards Form 52, Request for Personnel Action, with a general statement of the information requested or the complaint, in the "Remarks" section. The Standard Form 52 will be initiated and submitted to the Civilian Personnel Office without delay and a copy will be furnished to the employee.
- e. Upon receipt of the complaint, an individual from the staff of the Civilian Personnel Office who is technically qualified to evaluate jobs in accordance with CPR 501 will discuss the matter with the employee, and/or his or her Union representative will be given full opportunity to present their case.
- f. At this time, a complete review will be made of the employee's job. As appropriate, reconsideration of the title, series code, and grade will be given, with attention to the representations of the employee; grade level standards; and other legal and regulatory requirements.
- g. When a decision has been reached by the District Engineer or his designated representative, normally within 30 calendar days from the date of filing the complaint, the Civilian Personnel Office representative will communicate that decision to the employee's supervisor and personally, with the supervisor, will explain to the employee, and/or the Union representative if so desired by the employee, the basis for the decision. In addition, the Standard Form 52 will be returned through channels to the initiating supervisor with the decision and the reasons therefor. A copy of the decision will be furnished the employee.

Section 4. An employee may appeal the correctness of the present title, series code, and grade of his or her official position at any time. All classification appeals must be filed in accordance with CPR 501.

- a. A General Schedule employee may appeal within DA under the provisions of CPR 501 or may elect to appeal directly to the USCSC under the provisions of FPM 511.
- b. A Wage Grade employee must file an appeal within DA under the provisions of CPR 501, and upon receipt of a decision, may continue the appeal with USCSC under the provisions of FPM 532.

Section 5. When an employee is detailed to another position for more than 30 days, this action will be reported on Standard Form 52, "Request for Personnel Action". This form will be maintained as a permanent record in the employees Official Personnel Folder.

ARTICLE 16

PARKING

The Employer shall consult the Union before any official change is made in the existing practice regarding parking of employee vehicles at Dalecarlia Reservation or McMillan Reservation.

ARTICLE 17

DISTRICT BULLETIN

The unofficial portion of the District Bulletin will be available to the Union for such purposes as announcing meetings, subject to publication requirements. The current District Bulletin will be posted for a period of one week on the bulletin board of each organizational unit.

ARTICLE 18

HEALTH BENEFITS

Information regarding all health plans, including the AFGE Health Plan, will be made available upon an employee's request to the Personnel Office. The plans will be presented to employees in accordance with the guidance provided by the Civil Service Commission.

ARTICLE 19

CONTRACTING OUT

Section 1. The Employer will notify the Union concerning any proposal to contract work out at least forty-five (45) days in advance of the "Invitation for Bid" or a "Request for Proposal

for Contractual Services.” The Employer also agrees to meet with the Union before final decision is made to state the reasons for action, status of affected employees, arrangements to be taken to minimize impact on employees (e.g. reassignment, retraining, retaining career employee, and restricting hires).

Section 2. The Employer agrees to seriously consider the views and/or recommendations of the Union before proceeding with the proposal. When the decision is to proceed with the proposal, the Employer agrees to continually appraise the Union of the status of the proposal.

Section 3. The Employer agrees to take all possible actions to minimize the impact on employees when the function is contracted out. Affected employees will be reassigned and/or retrained to the maximum extent possible. Maximum retention of career employees shall be achieved by considering attrition patterns and the restriction of new hires where feasible.

ARTICLE 20

REDUCTION IN FORCE

The Employer agrees to provide the Union with advance information concerning proposed reductions in force which may affect the career employees in the Unit. The Employer further agrees to minimize the affect on career employees to whatever extent feasible through reassignment, retraining, restricting recruitment and any other appropriate means to avoid separation of career employees.

ARTICLE 21

DISTRICT REGULATIONS

Section 1. In carrying out its responsibilities as set forth in Article 4 of the Agreement, the Employer agrees that drafts of all District Regulations relating to personnel policies and practices and working conditions will be sent to the Union for comment prior to issuance. These regulations will include the following District Regulation series:

- a. 385 – Safety
- b. 600 – Personnel General
- c. 690 – Civilian Personnel

The Union will advise the Employer within 3 workdays of receipt if they wish to discuss or submit changes to the proposed regulation. Upon request of the Union, the Employer’s representative normally responsible for the application of the draft regulation will meet with representatives of the Union for discussion. Publications referenced in the draft regulation will

be made available to the Union upon request. The Union will be placed on the Employer's mailing list to receive District Regulations in the series cited in a, b, and c above.

Section 2. It is agreed that if a District Regulation which is issued under authority delegated to the District Engineer (i.e., not required by higher authority) is in conflict with this Agreement, that the provisions of this Agreement will govern.

ARTICLE 22

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. The Employer's Policy on Training and Development is contained in DR 690-1-3. All training opportunities will be offered without regard to race, creed, color, age, sex or national origin.

Section 2. The Employer will identify areas of skill in which scarcities exist and assure that all employees are informed of these areas. To the maximum extent practicable the Employer will establish training opportunities in these areas and inform the employees how to apply for such training.

Section 3. The Employer will provide for needed training for permanent employees affected by changes in the mission, new or changed work methods, or reductions-in-force within the limitations set forth in the appropriate regulations.

Section 4. The Employer will provide employee on-the-job cross-training to the extent practicable and when the Employer determines that such training will enhance the District's ability to perform its mission. On-the-job cross-training will be accomplished by temporary detail and a record of training accomplished will be placed in the employee's personnel file.

ARTICLE 23

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer shall not in any way discriminate against an individual because of race, color, creed, religion, sex, national origin, age, marital status, lawful political affiliation, or other non-merit facts. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, and all other regulations.

Section 2. The Union may advise the Employer regarding problems of discrimination and resolve to find mutually effective and lasting remedies to bona fide cases of discrimination.

Section 3. The Employer agrees that the Union may have one representative on the District Equal Employment Opportunity Advisory Committee.

Section 4. E.E.O. Counselors shall be appointed by the Employer. Candidates may be recommended by the Union and Minority Group Organizations. The Counselors shall be trained by the Employer and shall function in consonance with the EEO complaint procedure. Their purpose shall be to discuss problems of alleged discrimination with employees, act as liaison between the Employee and Management, advise both sides in a dispute, and find informal solutions whenever possible. Choice of counselor shall be the prerogative of the Employee.

Section 5. An Employee discussing a problem of alleged discrimination with an EEO Counselor or at any step of the EEO complaint procedure has the right to be accompanied by the representative of his choice, if he or she so desires and shall be informed of this right during pre-complaint counseling and at each stage of the complaint proceedings.

Section 6. When a formal discussion is held by the Employer with the complainant and/or the complainant's representative for the purpose of implementing a decision which impacts on employees in the bargaining unit, the unit will be given the opportunity to be represented.

The Union will be notified and given an opportunity for appropriate involvement if a disposition proposed as a result of the adjustment of a complaint includes corrective action which impacts on other employees in the bargaining unit.

The Union shall be given the opportunity to attend discrimination complaint hearings held pursuant to the appropriate regulations. However, the hearing examiner may exclude the Union observer from the hearing if the employee objects to his attendance on the grounds of privacy, and the examiner determines that the objection is valid.

The Union shall be notified of proposed actions to be taken as a result of resolution of EEO complaints when such actions affect personnel policies, practices or working conditions.

When the Employer intends to make changes with respect to personnel policies and practices and matters affecting general working conditions during any stage of the complaint process it will give the Union reasonable notification of the proposed changes and consult with the Union prior to implementation of such changes.

Section 7. The Employer agrees to provide the Union with copies of all EEO plans which apply to the Employees covered by this Agreement.

The Employer agrees to furnish upon request from the Union, the information contained in DA 3515-1-R "Monthly Report on Precomplaint Counseling."

The Employer agrees that, except when disclosure would constitute a clearly unwarranted invasion of personal privacy, the following information contained in a specific discrimination complaint file in its custody will be made available to the Union upon a request which identifies the individual from whose file the information is sought.

- a. Confirmation of the name of the individual from whose file the information is sought and the names of the other parties concerned.
- b. The status of the case.
- c. The agency discussion of the case.
- d. The subject of the case.
- e. With the consent of the parties concerned, other reasonable identified information from the file.

Section 8. The Union shall be informed of and have the right to be present at all meetings, consultations and dealings between the Employer and other groups on Equal Employment Opportunity matters concerning personnel policies, practices and working conditions that effect employees covered by this Agreement.

Section 9. Anyone found guilty of engaging in discriminatory practices against Employees of this Unit shall be subject to prompt corrective or disciplinary action as appropriate.

Section 10. The Union agrees to support the Employer's established Upward Mobility Program. The program will function in accordance with applicable Civil Service Commission, DOD, and DA regulations and policies.

ARTICLE 24

RIGHTS OF THE EMPLOYEES

Section 1. Each Employee in the Unit has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from such activity, and each employee shall be protected in the exercise of this right.

Section 2. Employees shall be encouraged by the Employer to participate in self-development activities, workload permitting. Consistent with appropriate regulations, the Employer may grant leave or authorize use of official time to attend and participate in activities such as professional societies and organizations that are directly related to the employee's assigned duties and responsibilities.

ARTICLE 25

RIGHTS OF THE UNION

Section 1. It is recognized that during the term of this Agreement that changes in laws or regulations by higher authority may necessitate changes in personnel policies, practices, and matters affecting working conditions. The Employer agrees to notify the Union at the earliest practical time of law or regulation necessitating a change. The Union will advise the Employer within 3 work days of receipt of notification, and confirm in writing, if it wishes to consult on the implementation of such change. The Employer will arrange for consultation in advance of implementing the change. The implementation of change to law or regulation will be consistent with the terms of the Agreement.

Section 2. At the Union's request, the Employer will make available to the Union pertinent directives concerning personnel policies, practices, and working conditions.

If the Employer is unable to provide the document(s), the Union will be advised in writing of the reason.

ARTICLE 26

GENERAL PROVISIONS

Section 1. The Employer will make reasonable efforts to provide and to maintain adequate sanitary space where employees may eat lunch.

Section 2. Every effort will be made to notify employees of any personal phone calls officially received which are identified by the caller as being of an emergency nature.

Section 3. As part of their orientation, all new employees hired in a position included in the Unit will be informed of the Union's exclusive recognition. A copy of the Agreement will be furnished to the employee upon request. The Union shall be allowed the opportunity to address the orientation class. The Union understands and agrees that this opportunity to address these classes shall not be used to solicit members or to conduct internal Union business.

ARTICLE 27

PROMOTIONS

Section 1. Supervisors as part of their responsibility to aid in the development of their employees may refer the names of employees under their jurisdiction including those employees temporarily absent on detail, on leave, or at training courses, that they believe are

especially well qualified for promotion consideration for specific vacancies. The supervisor who is to make the final selection may refer names too, but he may not state that he wants to promote a particular candidate or submit a name request for a particular candidate (except under career procedures). Referrals made from this source will supplement those received from other methods and these persons must meet the same requirements and be evaluated by the same means as others under consideration.

Section 2. The Union shall receive copies of all position vacancy announcements. When possible, Washington Aqueduct Division vacancy announcements will be open for a period of fourteen calendar days prior to the closing date.

Section 3. Competitive placement appraisals will be discussed with the employee whenever feasible. Employees, at their request, will be allowed an opportunity to review and submit comments regarding their appraisals.

Section 4. An employee's accumulation of earned annual leave or sick leave will not be a factor in rating for promotion.

When a written grievance is filed, the President of the Union or his designee will be permitted to review any and all documents used in evaluating the employee for promotion purposes subject to the restrictions of the Privacy Act.

Section 5. Supervisors will make every effort to keep employees currently advised of weaknesses in job performance and of areas in which the employees may improve their work performance and chances for promotion.

Section 6. In filling vacant positions, first consideration will normally be given to current employees within the minimum area of consideration. When the minimum area of consideration fails to produce an adequate number of highly-qualified candidates for consideration (normally less than three) the area of consideration will be systematically extended to provide an adequate number of highly qualified candidates. Reasonable effort will be made to find candidates from within the entire Corps of Engineers, other Federal installations, former eligible Federal employees, and new assignments as a result of recruitment through numerous other sources.

Section 7. Promotion rating panels that rank employees of the Unit may have one observer appointed by the Union. In constructing the rating panels the Employer will notify the Union of the time and location of the rating panel meetings and the position for which the applicants are to be considered. In the event an observer is not made available when the panel convenes, the panel will proceed without one. The Union observer shall not have a voice in the deliberations or decisions of the panels. Subject to appropriate laws and regulations including the Privacy Act, any information and material available to the panel will be made available to

the observer for examination. The function of the observer is to see that the panel does not violate the Agreement during its deliberations, rather than to consider the qualifications of the candidate.

Observers shall treat all information obtained in panel meetings as strictly confidential and shall not discuss the proceedings, except to report to the President of the Union any matter which they believe requires his attention or action. Any reported violation of confidence shall be the subject of immediate discussion between the Employer and the President of the Union. Where the Employer has reasonable cause to believe that there has been a breach of confidence by an observer, that observer will not be allowed to observe future rating panels.

Article 28

ALCOHOLISM AND DRUG ABUSE

Section 1. The Employer will keep the Union informed of the District's Alcoholism and Drug Abuse Program through briefing sessions and/or other discussions so that there will be mutual understanding of policy. The Parties 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 through application of the appropriate regulations.

Section 2. When a supervisor, through daily job contact observes that an employee is experiencing difficulties in maintaining his 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 as describe in the appropriate regulations.

Article 29

SICK LEAVE

Section 1.

- a. Employees shall earn sick leave in accordance with the applicable statutes, currently 4 hours for each bi-weekly pay period. Sick leave, which is not used by an employee within a given year, accumulates for use in succeeding years.
- b. The use of sick leave is subject to the approval of the employees immediate supervisor or his authorized agent. With the exception of shift employees, employees who are absent on account of illness will normally notify their supervisor or authorized agent within the first two (2) hours of their working day. Shift employees will normally notify their immediate

supervisor or his authorized agent of absence due to illness at least four (4) hours prior to the beginning of their scheduled shift.

Section 2. Employees shall not normally be required to furnish a medical certificate to substantiate requests for approval of sick leave unless such leave exceeds three (3) days continuous duration. If there is reason to believe that an employee is abusing the use of sick leave, he shall first be verbally warned on at least one (1) occasion, then be officially notified in writing that a medical certificate shall be required for all future absences due to sickness regardless of duration. All such official written notices requiring a doctor's certificate for every absence shall be reviewed at the end of twelve (12) months from the date of issue and each six (6) months thereafter if it has not previously been rescinded. The disposition of the review shall be made known to the employee in writing.

Section 3. Requests for pre-arranged sick leave for medical, dental, or optical examinations or treatment may be approved providing such requests are submitted in advance by an employee to his supervisor. Employees on shift work are expected to submit such requests prior to the posting of the shift schedule so that substitutes can be provided to cover their assignments.

Section 4. Advanced sick leave up to thirty (30) days shall be granted subject to the following conditions and others as outlined in agency regulations.

- a. Total employment record and past record of sick leave usage justify such action.
- b. The absence from duty because of illness is for the period of five (5) or more consecutive workdays.
- c. The application for advanced sick leave is supported by a medical certificate signed by a physician or practitioner, giving a reasonable assurance that the employee will return to duty.
- d. The circumstance are such that repayment of the advanced leave can reasonably be expected by subsequent service or could be recovered from the Civil Service retirement funds, if the employee resigns before repayment by accrual has been completed.
- e. For employees serving under temporary appointments or under probationary or trial periods, or where it is known that the employee is to be retired, or where it is anticipated that he is to be separated, advanced sick leave should not exceed an amount which it is reasonably assured will be subsequently earned.

Article 30

ANNUAL LEAVE

Section 1.

- a. Full time employees shall earn annual leave in accordance with applicable statutes.
 - (1) One-half day for each full bi-weekly pay period for an employee with less than 3 years of service;
 - (2) Three-fourths day for each full bi-weekly pay period except that the accrual for the last full bi-weekly pay period in the year is one and one-fourth days, for an employee with three (3) but less than 15 years service;
 - (3) One day for each full bi-weekly pay period for an employee with 15 or more years of service.

- b. A request for annual leave shall be submitted to an employee's immediate supervisor or his authorized agent on approved forms designated by the employer. An employee's request to take annual leave may be granted when he has given his supervisor notice subject to the requirements of the Employer. The Employer, after full and fair consultation with the employees, agrees to schedule annual leave where possible in such a manner throughout the leave year so that no employee will be required to forfeit excess leave. When a request for annual leave has been denied the employee will be notified of the reason for denial by the appropriate supervisor.

Section 2. If a personal emergency arises and it becomes necessary for an employee to take annual leave unexpectedly the employee will contact his supervisor at the earliest possible time. Employees whose positions necessitate continuous attendance (such as operators) will notify their supervisor or the shift responsible operator at least one (1) hour in advance of their regular tour of duty in order to allow sufficient time to provide a substitute. Such notification if made to the shift responsible operator will not constitute approval of the leave taken. Upon return to duty a full written explanation may be required prior to the final approval of the annual leave.

Section 3. Each employee shall be responsible for planning and making timely requests for his annual leave for vacation purposes in accordance with his personal desires.

Article 31

LEAVE OF ABSENCE

Section 1.

- a. Employees may be granted leave of absence without pay in accordance with applicable laws and regulations. Prior to granting such leave, the employer will examine each request to ensure that the value to the Government or the serious needs of the employee are sufficient to offset the costs and administrative inconveniences to the Government. Normally, such leave will not be approved unless there is reasonable expectation that the employee will return to duty at the end of the approved period and at least one (1) of the following benefits will result:
 - (1) Improved job performance
 - (2) Protection or improvement of employees health
 - (3) Retention of a desirable employee
- b. Employees on approved leave without pay for periods of up to one (1) year will retain any life and health insurance coverage subject to applicable laws and regulations.

Section 2. Employees may be granted accrued annual leave or leave without pay to attend conventions or meetings of the Union; provided reasonable advance notice is given to the Employer and workload conditions permit.

Section 3. Employees returning to duty from approved leave without pay will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with applicable statutes and regulations.