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The words he, his and him as used in this contract shall include the masculine and feminine genders and the singular and plural

ARTICLE 1

Authority, Purpose and Coverage of the Agreement

- 1.1 This agreement is made under the authority granted under the Civil Service Reform Act of 1978, P.L. 95-454 and is between the Alaska District, Corps of Engineers, Department of the Army, Anchorage, Alaska, hereinafter referred to as the Employer, or management, and the American Federation of Government Employees (AFGE), Local 1712, hereinafter referred to as the Union, for the Employees of the Bargaining Unit hereinafter referred to as the Employees.
- 1.2 Exclusive recognition has been granted to the Union based on certificate of representative #71-3301 dated May 29, 1975 issued by Area Director, Seattle Area Office, U.S. Department of Labor.
- 1.3 The Bargaining Unit to which this agreement is applicable encompasses all Wage Grade and General Schedule employees of the Alaska District, Corps of Engineers, Department of the Army. The bargaining unit does not include the following:
 - a. Any management official or supervisor
 - b. A confidential employee
 - c. An employee engaged in personnel work other than a purely clerical capacity
 - d. Professional employees
 - e. Any employee engaged in intelligence or counter-intelligence, investigative, or security work which directly affects national security.
 - f. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

Where informal attempts to resolve disputes concerning unit membership fail, they will be submitted to the Federal Labor Relations Authority (FLRA) for determination.

1. 4 The purpose of this Agreement is to implement the positive possibilities for improvement of working conditions, morale and mission accomplishment made available through the cooperative effort and concerned communication inherent in the enlightened collective bargaining process. Toward this end the Agreement covers subjects of mutual concern such as hours of work, safety and health provisions, leave procedures, methods employed in certain personnel actions, complaints, grievance procedures and methods for the arbitration of disputes.

ARTICLE 2

Effective Date, Duration, and Modification

- 2.1 The effective date of this agreement is December 14, 1981
- 2.2 This Agreement shall remain in force and effect for 3 years from date of approval. Upon the expiration of the initial 3 years, the Agreement shall automatically be renewed for a further period of one year, and from year to year thereafter unless either party gives written notice to the other between the 90th and 60th calendar day prior to the end of the term of this Agreement, or any subsequent renewal thereof, of intention to terminate or renegotiate the Agreement in its entirety.
- 2.3 The present ground rules will be used for amendments to this agreement. New ground rules will be established for each new agreement.
- 2.4 Except for modifications initiated pursuant to Article 2.5 below, no modification(s) or amendment(s) to this Agreement may be negotiated until this Agreement has been in effect for 12 months unless negotiations are mutually agreed to in writing between the Employer and the Union. Written notice shall be given no less than five (5) working days in advance of meeting dates.
- 2.5 Modification(s) or amendment(s) of this Agreement resulting from changes in applicable laws, regulations, or policies issued by agency or higher level authority after the effective date of this Agreement, the implementation of which is mandatory and not discretionary with the Employer, will be made by written notification to the Union indicating the modification and the reason. In such an event, the parties will meet for the purpose of negotiating implementing language which will meet the requirements of such laws, regulations, or policies. Such amendments as agreed to will be duly executed on a date or dates appropriate under the circumstances.
- 2.6 During the life of this Agreement or substantial renewal or extension thereof, any changes proposed or made by management which alter personnel policies, practices, or matters affecting general working conditions of Employees in the Unit, but which are not specifically covered by this Agreement, shall be subject to prior notification.
- 2.7 When renegotiation of this Agreement or any renewal thereof is in process, including third party review, but will not be completed by its expiration date, or to cover the period of an election if the Union recognition has been properly challenged, the Agreement shall be extended for a period sufficient to commit the parties to final Agreement or to permit resolution of the challenge.

ARTICLE 3

Management Rights

- 3.1 Subject to Subchapter B, Chapter 7106 PL 95-454, nothing in this agreement shall affect the authority of any management official and the employer retains the right:

- A. To determine the mission, budget, organization, number of employee , and internal security practices of the agency;
- 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 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 operations shall be conducted;
 - (3) With respect to filling positons, 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 actions may be necessary to carry out the agency mission during emergencies, (as determined by management).

ARTICLE 4

Union Rights

- 4.1 The Union is the exclusive representative of Employees in the Unit and is entitled to act for and to negotiate agreements covering all Employees in the Unit. It is responsible for representing the interest of all Employees in the Unit without discrimination and without regard to Union membership. The Union has a right and shall be given the opportunity to be represented at formal discussions between management and Employees or Employee representatives concerning Employee grievances, personnel policies and practices or other matters affecting general working conditions of Employees in the Unit. This right to be present does not extend to informal discussions. However, if such discussions involve personnel policies or other matters which the Employer is obligated to discuss or negotiate with the Union, such discussions will not be held until this obligation is discharged and will not conflict with existing agreements with the Union.
- 4.2 When the Employee does not elect to have the Union represent him, the Union will be permitted to have an observer present at any formal discussions. Should the Employee object to the presence of the Union for personal reasons, the supervisor or hearing examiner shall decide the appropriateness of the Union being present.
- 4.3 The Union has the right to assign Shop Stewards in a ratio of not more than one Steward to each 25 Employees in the Bargaining Unit in the District Headquarters Building and one Shop Steward in each resident or project office of the Bargaining Unit. A list of names and offices or work assigned to them will be furnished the Employer and posted on

official bulletin boards assigned to the Union. Stewards shall have the duty of receiving and attempting to settle complaints and grievances from any Employee of Unit so desiring whether they be members of the Union or not. A Chief Steward shall be assigned by the Union to oversee the operations of the Shop Stewards. The Union will provide the Employer with a list of the Shop Stewards, Chief Steward, and any changes thereto as they occur.

- 4.4 Speedy and equitable settlement of grievances is recognized as being advantageous to all parties concerned. Therefore, Shop Stewards shall be authorized a reasonable amount of time during duty hours to process Employee grievances and to have discussions with the Employer on matters pertaining to this Agreement and working conditions. The Steward will request permission from his immediate supervisor prior to leaving his work area or to conferring within his work area on Employee grievances, working conditions or matters concerning this Agreement. Unless circumstances require the Steward's continued performance of his official duties, his supervisor will grant such request within a reasonable amount of time. A Steward is obligated to inform his supervisor of the general nature of his business and to report to the supervisor over the area visited the purpose of his visit before contacting any other person in that area. If approval of such a request must be delayed, the supervisor will advise the Steward of the reason for the denial and will state when the Steward can reasonably expect to be permitted to leave his work area or to confer with his work area. All conferences authorized by the appropriate supervisors on duty time shall occur on the immediate work premises. The Steward shall inform the supervisor of his return. No overtime compensation will be authorized or paid. If a Steward is not available at the employee's work site, the supervisor will authorize use of radio communication facilities or non-toll facilities of the government to contact the Steward.
- 4.5 Union representatives will be afforded access to Employees of the Bargaining Unit during duty hours for the purpose of resolving individual or group complaints or grievances of the employee concerned. Such Union representatives will make prior arrangements with the employee concerned and his supervisor as to a mutually agreeable time and place for the Union representative to contact the employee. Normally, these arrangements will be made by telephone in advance of the meeting and the Union representative shall state the general nature of the business he intends to transact. For all matters other than individual or group complaints or grievances, the Personnel Officer is designated as the principal point of contact of the Union in their labor relations with the Employer. The lowest level supervisor having authority to act on a matter concerning an employee's individual or group complaint or grievance is designated as the original contact point for Shop Stewards or Union representatives unless that supervisor is the subject of such individual or group complaint or grievances. In the event the supervisor is the subject of the individual or group complaint or grievance, the next higher level supervisor shall be the point of contact.
- 4.6 Solicitation of membership or dues, and other internal business of the Union, shall be conducted during the non-duty hours of the Employees concerned. It is understood that matters affecting labor-management relations, grievances, or appeals are not internal business of the Union.

- 4.7 A representative will be designated as the principal contact point for Management in their labor relations with Local 1712. Local 1712 will keep the Employer advised in writing of any changes in Stewards or officers of the Unit.
- 4.8 Management will inform the Unit Vice President in writing of who the principal point of contact is for Labor Management Relations or any changes or delegations thereof.
- 4.9 A copy of special notices relative to LG. Inspections, special investigations, etc., which are normally posted on official bulletin boards, will be furnished to the Union representative.
- 4.10 A Union member desiring to cancel an allotment for Union dues may submit an SF-1188 at any time to Finance & Accounting. The cancellation will not take effect until the first full pay period after 1 March.
- 4.11 The Employer agrees to grant the Union 80 hours of administrative leave per contract year to attend training courses sponsored by the Union where the subject matter is of mutual benefit to the Employer and the Union. Such training may be at or away from the place of employment. No travel or per diem will be paid.

The request for such leave will be submitted in writing by the Union to the Labor/Management Employee Relations Specialist, CPO. The request shall be submitted fifteen (15) workdays in advance of the date of the scheduled training. The request will include an agenda of the courses of instruction to be taught along with the names of scheduled Employees requested to attend. Those portions of the agenda construed to be internal Union business or not of mutual benefit, as determined by Management, will not be eligible for administrative leave. No single Employee shall receive more than forty (40) hours per contract year unless otherwise approved by Management.

ARTICLE 5

Employee Rights

- 5.1 Each Employee shall have the right to form, Join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Such right includes the right-
 - a. -to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities, and
 - b. -to engage in collective bargaining with respect to conditions of employment through representatives chosen by the Union.
- 5.2 The Employee has the right to represent himself or to be represented by

a representative of his choice in any statutory appeal. In the event the Employee chooses a representative, witness or expert who is not employed by the Alaska District, the Employee shall be responsible for all expenses associated with using such a representative or witness.

- 5.3 The Employee has the right to confer with a Shop Steward concerning his individual complaints, grievances or working conditions during duty hours on the duty premises. The Employee shall not confer with the Shop Steward on internal Union business during duty hours. An Employee desiring to confer with a Shop Steward during duty hours will request his immediate supervisor to arrange a mutually agreeable time with the supervisor of the Shop Steward for such a meeting. In no event shall overtime be paid for such conferences.
- 5.4 The terms of this Agreement do not preclude any Employee of the Unit from discussing matters of personal concern with appropriate officials of the Alaska District, Corps of Engineers in accordance with applicable laws and regulations without intervention of the Union. If a matter discussed is a matter appropriate for a grievance, such discussions do not amount to initiating a grievance and do not toll the time limits set out in the Negotiated Grievance Procedure, Article 23. Filing a grievance shall be pursuant only to the Negotiated Grievance Procedure, Article 23.
- 5.5 Employees shall be granted a 15 minute refreshment break during each morning and afternoon work period; no refreshment break will be taken within 1 hour of the beginning or end of each work period. Employees may take their refreshment breaks at opportune times consistent with workload and as agreed by the supervisor and Employee. The Employee cannot accumulate refreshment breaks.
- 5.6 Cautionary letters and written admonishments will not be filed in Employee's Official Personnel Folder, without a copy being furnished to the Employee, and will be removed from District records after one (1) year, provided there has been no recurrence of the matter discussed.
- 5.7 It is recognized that Employees are required to pay each just financial obligation in a proper timely manner. A "just obligation" is one acknowledged by the Employee or reduced to judgement by a court, or one imposed by law, or taxes. In the event of dispute between an Employee and an alleged creditor, the Employer is not obligated to determine the validity or amount of the disputed debt, nor will Employer serve as a collection agency. Formal disciplinary actions for failure to meet just financial obligations will be resorted to only after counseling and other corrective measures have failed to resolve the problem, and after full consideration of the particular set of circumstances and a determination that failure to meet a just obligation was both deliberate and without good cause.
- 5.8 Affected employees will be furnished a copy of all official personnel actions, either adverse or commendatory.
- 5.9 Employees may file claims for damage to and/or loss of clothing, personal effects and property in accordance with the provisions of Army regulations.
- 5.10 An Employee has the right, regardless of Union membership, to bring

matters of concern to the attention of his/her supervisor in accordance with applicable laws, rules, regulations, or established policies, and shall be free from any and all restraint, interference, coercion, discrimination or reprisal, and to choose his/her Union representative in a grievance or represent himself/herself. The Employer will not designate a representative for an Employee nor will the Employer require any Employee or individual to serve as a representative of another Employee.

- 5.11 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.

ARTICLE 6

Labor-Management Relations

- 6.1 The Employer and the Union agree to establish a joint Labor-Management Committee. The Committee shall be composed of three Management and three Union members. It will meet not less than once a quarter at a location mutually agreed upon by both parties. Either party may call a special meeting by notifying the other party five (5) days in advance, in writing, stating the issue to be discussed. Any meeting may be waived by mutual consent. Minutes and proceedings of the meetings shall be kept by the Employer. The spokesman for each party will sign the minutes for their accuracy. For the regular quarterly meetings, agenda items will be exchanged by both parties not less than (5) five working days in advance of each meeting.
- 6.2 The joint Labor-Management Committee shall have as its purpose the consideration of matters of general interest affecting working conditions, personnel policies and practices, and the promotion of good Labor-Management relations. However, it is agreed that individual grievances will not be taken up during Committee meetings, except for reference purposes.

ARTICLE 7

Hours of Work

- 7.1 The basic workweek is 40 hours and shall consist of five 8-hour days within a 7-day administrative workweek. This will normally consist of 5 consecutive workdays with 2 consecutive days off.
- 7.2 Tour of duty is defined as the days within an administrative workweek published in advance, during which the Employee is required to perform service.
- 7.3 All tours of duty must be established (or changed) at least 2 weeks in advance, continue for at least two pay periods, and be announced in writing, identifying the calendar days and hours of each day comprising each tour. Exceptions may be made when circumstances preclude compliance, such as: Unforeseen change in shifts by a construction or exploration contractor, weather, emergency leave, epidemics, etc. The reasons for the exception will be recorded on the announcement of the change. Exceptions will not be made to avoid or create the necessity for payment of overtime, night differential, Sunday, or holiday pay. Operating officials will post an announcement of the tour in conspicuous places readily accessible to all affected employees or groups of employees. Written notification will be given to affected employees (Disposition Form, DA2469 will be used). Copies of the DF will also be sent to the Personnel Office and to the Central Payroll Office.
- 7.4 A shift schedule is an arrangement of tours of duty on a regular repetitive basis to provide for the orderly accomplishment of an operation.
- 7.5 Basic workweek and tours of duties are as defined in Articles 7.1 through except for those employees participating in the variable work week as described in ADR-690-1-8.
- 7.6 Employees will be allowed an unencumbered lunch period when their official work schedule provides for an unpaid lunch period. It is recognized that unpaid lunch periods may not be considered duty time and must be established outside the hours established for the daily tour of duty.

ARTICLE 8

Overtime

- 8.1 It is agreed and understood that the assignment of overtime work is a function of management. The Employer shall give as much advance notice as circumstances permit when assigning employees to work overtime. First consideration shall be given to those Employees who are currently assigned to the job, provided the Employee is readily available to perform the work.
- 8.2 Overtime shall be paid in accordance with appropriate regulations. Overtime rates will apply for all overtime worked by Employees over 8 hours in any day and over 40 hours in any basic workweek, except that classed as compensatory time in accordance with applicable regulations

or if Employees are under the variable workweek. Overtime worked will be considered in 1/4 hour multiples.

- 8.3 If an Employee does not desire or has a legitimate reason to decline to work overtime, the Employer will make every effort to accommodate the Employee's excuse from work when another qualified Employee is available for the overtime. If an Employer is unable to find a replacement, the Employee shall work the overtime. Necessary pertinent information concerning overtime hours worked will be provided to employees and/or Union representatives to aid in resolving specific complaints concerning overtime distribution.
- 8.4 The Employer agrees to make a reasonable effort to provide at least 4 hours of work when an Employee is requested to perform irregular or occasional overtime work on a non-work day which is outside the normal workweek.
- 8.5 An Employee who is assigned to duty on a holiday is entitled to compensation for at least two (2) hours of holiday work and Employees will work (2) hours or longer as determined by Management.
- 8.6 Employees required to work overtime in excess of four hours following their regular work shift, will be given a fifteen minute refreshment break on official time at the conclusion of their regular shift, or, if they prefer, a 45 minute dinner period which will be off duty time.
Employees who have not been given sufficient advance notice that they will be required to work overtime after their regular workday in order to permit them to make arrangements for nourishment at the conclusion of their regular workday, shall not be required to work more than two hours overtime after their regular workday, except under exigencies or other emergency circumstances.
- 8.7 Wage Grade employees will not request nor receive compensatory time under any conditions.
- 8.8 Employees placed on telephone standby without additional compensation are authorized to leave their residence and the locality by informing their supervisor where they may be contacted. Employees on standby shall, upon reporting to work, be compensated for at least two (2) hours of work and the Employee will work two (2) hours or longer as determined by Management.
- 8.9 Supervisors shall not be assigned to perform the duties of Unit Employees on overtime assignments for the sole purpose of eliminating the need for such Unit Employees on overtime except when a Unit Employee is not readily available.

ARTICLE 9

Safety and Health

- 9.1 It is recognized that each Employee has primary responsibility for his own safety, and an obligation to himself and others. The Employer will welcome, at any time, suggestions which offer practical ways of improving safety conditions. In the event that a specific working condition is considered unsafe, an Employee shall immediately notify

his first level supervisor, who shall either initiate corrective measures on the spot, or promptly notify the Safety Official in order that an early evaluation may be made.

- 9.2 Management will provide and maintain a safe and healthful working environment and comply with applicable federal laws and EM 385-1-1 relating to the safety and health of employees. Management will take prompt and appropriate action to correct unsafe conditions or actions.
- 9.3 The Employer and the Union have a common interest in the safety of the Employees. The Employer and the Union agree to actively support the safety program and encourage all Employees to:
 - a. Adhere to safe working practices.
 - b. Promptly report to their supervisor all safety hazards.
 - c. Immediately report any on-the-job injuries or accidents.
- 9.4 All on-the-job injuries or accidents shall be reported in accordance with applicable rules and regulations. In the event of an on-the-job injury, it is the Employee's responsibility to assure that the CA-1&2 Form (Notice of Injury) and a ENG-3394 for an accident are properly completed in a timely manner. These forms will be made available by the Employer. Pursuant to applicable regulations, an Employee injured in the performance of his official duties will be considered in a duty status and will receive pay without charge to leave for the time required to obtain emergency treatment to the extent that the time falls within his prescribed hours of work for that day. At the time of an on-the-job injury, the supervisor will assure that the employee is informed that they may report to a private physician of their choice, and failure to complete the appropriate forms at the time of the injury may be a basis for denial of OWCP and coverage under health benefits.
- 9.5 Where an Employee is assigned duties which he believes are hazardous, or are such that he feels are unsafe because they are beyond his capability, or for which he believes he requires additional assistance, tools, or equipment to perform safely, he shall bring such facts to the supervisor's attention. The supervisor shall promptly inspect the situation to determine whether the alleged condition or situation is an unsafe one. If the supervisor and the Employee should then disagree as to whether an unsafe condition or situation exists, the Employee shall not be required to perform the assigned duties until after the condition or situation has been inspected and declared safe by a designated safety official.
- 9.6 Employees exposed to hazardous or environmental conditions as described in FPM Chapter 532 (for Wage Grade) and FPM Chapter 550 (for Class Act) shall be paid the appropriate differentials as provided in the above cited manual and Civilian Personnel Regulations.
- 9.7 The Employer shall furnish Employees of the unit protective clothing when such employees are required to perform duties on an irregular or intermittent basis under weather conditions defined as unusual physical hardship or hazard in FPM 532, FPM 550, and Civilian Personnel Regulations. Employees in the unit are responsible for the proper use,

safeguarding, and maintaining in proper condition of any such equipment issued to them. Safety equipment issued by the Employer for the protection of the Employee shall be returned to the Employer after completion of required usage.

- 9.8 No Employee shall perform or be required to perform repair work, on or about moving or operating machines or energized circuits, unless equipment requires adjustment and placement by manufacturer's maintenance procedures nor shall any employee work or be required to work in areas where conditions exist detrimental to health without the proper personal protective equipment, safety devices, and approved procedures.
- 9.9 The lifting of heavy material as a significant duty shall be required only of those employees with the requirement in their position description, and who have been cleared by a physical examination to do so.
- 9.10 All District-owned mechanical equipment and vehicles will be kept in good mechanical condition and all items constituting a safety hazard that have been reported or discovered will be repaired if such equipment is to be kept in use. Employees shall immediately report any unsafe condition noted to their supervisor or appropriate person.
- 9.11 The Employer and the Union agree to cooperate in identification of Employee health service needs throughout the Unit. The Employer agrees to appraise health services now provided and where feasible to undertake improvement where needed and required by applicable regulations.
- 9.12 Where deemed appropriate by Employer, inoculations will be provided free of charge to Employees who voluntarily request them. Every effort will be made that when field crews are sent TDY, two (2) people in the party will be trained in CPR and first aid administration. Also, two people on each floor in Bldg. 21-700, 21-600, and one person in Bldg 21-849, 21-702, 21-710 and in each resident office will be trained in CPR and first aid administration.
- 9.13 The Employer agrees, where practicable, to provide adequate washroom facilities and utilities with hot and cold running water in permanent buildings under the control of the Alaska District.
- 9.14 Employer will provide cots or couches in women's restrooms.

ARTICLE 10

Annual Leave

- 10.1 Use of Annual Leave other than in emergency situations will be governed by the Federal Personnel Manual and Civilian Personnel Regulations. Requests for annual leave must be approved prior to the beginning or the absence. Every reasonable attempt consistent with the workload will be made to satisfy the desires of the Employees with respect to the approving of annual leave. Whenever possible, vacation leave should be scheduled so that Employees will be permitted at least two (2) consecutive weeks annual leave during each calendar year. The supervisor will make every effort, consistent with work requirements, to

assure that an Employee will not lose annual leave. The supervisor will endeavor to afford each Employee leave at the time the Employee considers convenient and desirable. Should the supervisor deem it necessary to cancel previously approved leave, he will inform the Employee of the reasons for such action as soon as the requirement for such cancellation is known. When personal emergency circumstances conflict with leave plans, an Employee may, with concurrence of his supervisor, cancel and/or reschedule previously approved leave.

ARTICLE 11

Sick Leave

- 11.1 All sick leave use will be governed by the Federal Personnel Manual and applicable regulations. The Union joins the Employer in recognizing the insurance value of sick leave and agrees to encourage Employees to conserve such leave so that it will be available to them in case of illness.
- 11.2 An Employee who is absent due to illness, will notify his supervisor within two (2) hours on the first day of his absence, or as soon thereafter as possible. Absences in excess of three (3) consecutive working days are required to be supported by medical certificates or other administratively acceptable evidence. Requests for an anticipated sick leave period must be made prior to the beginning of the absence. Employees who, because of illness, are released from duty on medical advice, or by the supervisor, shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty.
- 11.3 A medical certificate will not be required to substantiate requests of approval of sick leave for three (3) days or less unless the Employee has been warned in writing about excessive use or abuse of sick leave. An Employee will not receive a written warning unless he has first been orally warned by his supervisor on at least one occasion. When Standard Form 71 or a medical certificate is to be submitted for all periods reported as sick, the requirement will be discussed every 90 days by the supervisor and the Employee concerned.
- 11.4 Advanced sick leave up to thirty (30) days may be granted subject to all of the following conditions:
- (1) total employment record and past record of sick leave usage justify such action;
 - (2) the absence from duty because of illness is for a period of five (5) or more consecutive workdays;
 - (3) the application for leave (Standard Form 71) is supported by a medical certificate containing clear and comprehensive explanation of the illness and approximate date of return;
 - (4) the circumstances are such that repayment to the Employer of the advanced leave can reasonably be expected;
 - (5) Employee is serving under an excepted, career, or career-conditional appointment, and has been under the Civil Service Retirement Act for more than one (1) year.

Advance of sick leave credits will be limited to deserving cases of serious disability or ailments. Requests for advance of sick leave will be submitted through supervisory channels, with recommendations to the Chief, Personnel Office, and should set forth in detail the reasons for the request.

- 11.5 The Employer shall not make a public display of individual sick leave records unless approved by the Employee.

ARTICLE 12

Other Leave

- 12.1 Use of all other leave will be governed by Department of Army guidance and the Federal Personnel Manual. Employees may be granted leave of absence without pay in accordance with applicable regulations provided the Employer determines that their services can be spared from their work. Employees on such leave will be entitled to return to a job of like status, pay and seniority within the limitations prescribed in governing regulations.
- 12.2 Upon receipt of a formal written request, leave without pay may be granted to not more than one of the members of the Union covered by this agreement to serve with AFGE for one year. However, the Employer reserves the right to concur or disagree in the selection because of the type of position the member occupies and the problem of the installation of staffing the vacancy during his absence. An extension may be granted for the second year upon formal written request. When an employee is on leave without pay under the provisions of the Agreement, he shall be entitled to return to a job of like seniority, status, and pay.
- 12.3 If, because of climatic conditions, natural disaster, or other events beyond the control of management or Employees, it is impossible for significant numbers of Employees to report for work or to remain at work, it is within the administrative discretion of the District Engineer to excuse such absences without loss of basic pay or charge to annual leave, or to require the use of annual leave. The same policy will be followed with respect to all Employees similarly affected.
- 12.4 Employees who donate to a blood bank during duty hours will be given four hours rest time by the Employer. If the Employees return to work on the same day after donating blood, they shall be given an additional one-half hour travel time. Employees donating blood shall upon their return to work, present their blood donor card or other evidence that they have donated blood.

ARTICLE 13

Travel

- 13.1 Travel for Non-Exempt Employees. Time spent traveling constitutes hours worked only for those hours which correspond to normal working hours.

Time spent traveling away from official duty station that occurs outside regular working hours is treated differently under the two statutes. Authorized travel time outside regular working hours is "hours of work" under FLSA if an employee:

- (1)-Performs work while traveling (including travel as a driver of a vehicle)

(2)-Travels as a passenger to a temporary duty station and returns the same day.

(3)-Travels as passenger on nonwork days during hours which correspond to his/her regular working hours.

For travel time outside regular working hours to be considered "hours of work" under Title 5 the travel must be performed within the days and hours of the regularly scheduled administrative workweek and meet one of the following four criteria:

(1) the travel involves performance of actual work.

(2) the travel is incidental to travel that involves performance of work while traveling

(3) the travel is carried out under arduous conditions; or

(4) the travel results from an event which could not be scheduled or controlled administratively(such as flood fighting)

A travel-requesting official is responsible for initiating a request for the issuance of a travel order. A travel request will incorporate determinations authorizations, and justifications in accordance with the JTR covering allowances, period of travel and assignment, place of duty, itinerary, allowable or directed mode of transportation and administrative conditions and limitations.

13.2 To the maximum extent practicable, the Employer will schedule official travel or allow scheduling of necessary travel time en route within an Employee's regularly scheduled hours of duty.

13.3 Insofar as possible, Employees will travel during duty hours, and to the maximum extent possible, meetings, seminars, councils, and other planned events will be scheduled so that travel may be performed within regular duty hours. It is obvious that some travel will necessarily be performed outside of duty hours. Hours of travel outside of the regular scheduled work tour are not necessarily work hours.

13.4 Except in cases of emergency, as defined by the Employer, Employees shall be authorized and receive advanced per diem if they so request. Per diem as determined by management as sufficient to cover expected costs shall be issued in accordance with the Joint Travel Regulations.

ARTICLE 14

Performance Appraisal System

14.1 The Department of Army's General Performance Appraisal System (AR-690-430) as applied to Bargaining Unit Employees will be fair, objective, equitable, valid, reliable and job related.

ARTICLE 15
Use of Official Facilities and Services

- 15.1 Whenever possible and not more than once a month the Employer will provide a meeting room capable of seating 30 people in Bldg. 21-700, Elmendorf AFB, Alaska for official meetings of the Bargaining Unit during the standard workweek, between the hours of 1630 and 1900 hours. The Union shall abide by current fire, safety and security regulations and shall be responsible for leaving the room in a clean and neat condition.
- 15.2 Twenty percent (20%) of bulletin board space will be provided on bulletin boards utilized by the Employer for posting notices and other required materials applicable to all employees of the Alaska District, for use by the Union for the display of Union literature, correspondence, notices, etc. It is understood that such literature will not contain items relating to partisan-political matters, or material which is defamatory to any individual, another employee organization, or against the Federal Government. The Union shall be responsible for placement and removal of posted material.
- 15.3 The Union is solely responsible for the accuracy and content of posted material including statements made against any individual firm or organization. If the Employer objects to the content of literature posted by the Union, the matter shall be settled in accordance with Article 23.8(B) of this Agreement.
- 15.4 On a monthly basis, the Union will be given a list of names, position titles, and organizational units of all employees within the unit who are appointed and separated during the preceding month.
- 15.5 Agency regulations normally available will be made available to all employees during normal working hours.
- 15.6 The Employer shall furnish one copy of this Agreement to each existing member of the Bargaining Unit. One copy of the Agreement shall also be furnished to each new Employee who is a member of the Bargaining Unit. Fifty additional copies shall be furnished to the Union for its use. The cost of printing the agreement shall be borne by the Employer.
- 15.7 The Employer reserves the right to designate official parking spaces. There shall be no reserved parking spaces, other than that for the District Engineer and handicapped individuals, as provided in Article 15.8 below. The Employer will, to the best of its ability, see that all parking lots are kept clear of snow.
- 15.8 The Employer shall maintain reserved special parking areas close to the building for the exclusive use of injured or disabled employees whose injury or disability is determined by the Employer to reasonably be related to their need for parking close to the building. Pregnancy shall not be a valid basis for determining such a disability unless there are complications to such pregnancy which warrant special precautions.
- 15.9 Shop Stewards or other District Employees who are Bargaining Unit members, may distribute literature in District Engineer building during non-duty hours.

- 15.10 The Union will furnish AFGE Health Plan brochures to the Employer. The Employer agrees to furnish the AFGE Health Plan to all new employees.

ARTICLE 16

Classification

- 16.1 Upon request the personnel office shall furnish the Employee information on the classification appeal rights and procedures set forth in applicable regulations. The Employee may elect to be represented by a Union representative in discussing the matter with management or presenting an appeal.
- 16.2 The Employer agrees that managers and supervisors will review all position descriptions under their supervision annually and at other times when considered necessary by the supervisor amend or submit a redescription of the assigned duties for classification review. Employees will be furnished a copy of their job descriptions initially and as changes are made.

ARTICLE 17

Promotions

- 17.1 All positions will be filled in compliance with the Federal Personnel Manual Department of the Army regulations and the North Pacific Division Merit Promotion Plan. All Employees are responsible for acquainting themselves with the provisions of the plan and for preparing themselves for promotional opportunities by taking part in educational and self-development activities that will enhance opportunities for advancement.

ARTICLE 18

Details

- 18.1 Details of more than 30 days, extensions of details and terminations of details for more than 30 days will be documented on SF-52, Request for Personnel Action and be submitted to the Personnel Office and be filed in the Employee's Official Personnel Folder.
- 18.2 If a detail of more than 120 days is made to a higher grade position, or to a position with known promotion potential, it must be made under competitive promotion procedures.
- 18.3 Employees detailed to positions for 30 days or less may submit an SF-172, Supplemental Experience and Qualification Statement, for inclusion in their Official Personnel Folder.

ARTICLE 19

Reduction-in-Force

- 19.1 All reductions-in-force will be carried out in strict compliance with applicable laws and regulations. At the earliest possible date, the Employer will notify the Union of any impending reduction-in-force,

furnishing the reasons therefor. As soon thereafter as possible, the Employer will provide the Unit Vice President with information on the anticipated extent of the reduction-in-force. The Employer agrees to notify the Union on arrangements for Employees adversely affected by reduction-in-force actions, realignment of work forces, or technological changes.

- 19.2 Every effort will be made to place Employees affected by reduction-in-force in a different position at the same activity.
- 19.3 Affected Employees will be given preference in accordance with applicable regulations in filling vacancies through Department of the Army placement programs such as Reemployment Priority Lists and Department of Defense Stability of Civilian Employment, and rehiring in temporary and permanent positions for which qualified. It is understood that acceptance of a temporary appointment will not alter the Employee's right to be offered permanent employment.
- 19.4 In an actual reduction-in-force situation, when two or more employees in the same competitive level are to be placed in vacant positions of equal grade for which they qualify, the views and preferences of the employee(s) with the highest retention rights may be considered in making the assignment.

ARTICLE 20

Disciplinary/Adverse Actions

- 20.1 All disciplinary actions will be taken in accordance with applicable regulations.
- 20.2 The Employee has the right to request a representative of his choice at any stage in a disciplinary proceeding; however, this right does not extend to informal counseling sessions or verbal reproaches which may or may not lead to formal disciplinary action.
- 20.3 An adverse action means a removal, suspension for more than 14 days, reduction in grade or pay and furlough for 30 days or less.
- 20.4 All disciplinary actions and adverse actions as defined in Article 20 above will follow the procedures in the Federal Personnel Manual and Civilian Personnel Regulations. An Employee dissatisfied with the result of a disciplinary action or adverse action may file a Step 2 written grievance as outlined in the Negotiated Grievance Procedure, Article 23. Adverse actions may also be appealed to the Merit Systems Protection Board. The Employee may use either procedure but not both.
- 20.5 The Employer agrees that in maintaining discipline, primary emphasis is placed on preventing situations requiring discipline through effective employee relations. The Employer further agrees that discipline taken will be for a good cause, consistent with laws and regulations governing such actions. It is the policy of the Employer to impose the penalty that can reasonably be expected to correct the offending Employee(s) and maintain discipline and morale among other Employees. The Employer shall provide the Employee with the specific details of the infraction. All disciplinary action will be initiated promptly, normally within 15 working days after the Employer has become aware of

the infraction.

- 20.6 The Union agrees to further the cause of effective Employee management relations in order to prevent disciplinary actions resulting from conduct or performance. Union representatives shall advise Employees in the Unit of their rights as enumerated in this Article and Employee Rights, Articles.
- 20.7 The Employer agrees that letters of proposed adverse action will contain a notation where the Employee will indicate whether he wishes a copy of the letter to be provided the Union or any other representative of his choice.

ARTICLE 21

Equal Employment Opportunity

- 21.1 The Employer and the Union agree to cooperate in providing equal employment opportunity for all qualified persons to prohibit discrimination because of age, race, color, religion, sex, national origin or mental/physical handicap and to promote the full realization of equal opportunity through a positive and continuing effort. The Union agrees to become a positive force in this endeavor and to join the Employer in exploration and implementation of ideas and programs whereby equal employment opportunities will be achieved.
- 21.2 The EEO Action Group and Federal Women's Program Committee are management's responsibility. Appointment to these boards will be made by management. Management will openly consider any nominations made by the Union.
- 21.3 All Employee complaints involving discrimination on the basis of sex, age, race, religion, color or national origin will be processed in accordance with the statutory appeals procedure provided by the Equal Employment Opportunity Act of 1972; it is the exclusive procedure available for such complaints. The Employer agrees that the Union may as a third party complainant file complaints concerning alleged discriminatory acts under the Equal Employment Opportunity Act of 1972; all such complaints will be processed with the consent of the aggrieved and in accordance with the procedure provided by statute and the implementing regulation.
- 21.4 The Equal Employment Opportunity Officer will prepare a semi-annual report on the progress of the Equal Employment Opportunity programs. Copies thereof will be provided to the Union.
- 21.5 The Employer agrees to submit to the Union on a quarterly basis copies of statistical employment information.

ARTICLE 22

Employee Development and Training

- 22.1 The parties agree that the training and development of Employees within the Unit is a matter of primary importance to the parties. The Employer will develop and maintain forward-looking, effective policies and programs designed to achieve this purpose. The Employer and the Union will

encourage Employees regarding self-development and training towards obtaining their objectives.

- 22.2 The Employer will, to the extent practicable through the use of resources and facilities available, and in a fair and equitable manner, provide Employees with training and development opportunities, which will enable the employees to do their present jobs more effectively. Training opportunities determined by the Employer will be based on the best interests of the Employer and the Employee.
- 22.3 The Employer will to the extent practicable, utilize Employees' skills and knowledges gained through on-the-job and other training.

ARTICLE 23
Negotiated Grievance Procedure

- 23.1 The purpose of this Article is to provide a procedure applicable only to the Unit for the consideration of grievances. Only an Employee or group of Employees may file an Employee grievance pursuant to paragraph 23.8(A). The Employer or the Union may file an Employer-Union grievance pursuant to paragraph 23.8(B). Grievances only affecting an individual Employee must be filed by that Employee. This Negotiated Grievance Procedure is the exclusive procedure for processing grievances which fall within the coverage of this Article.
- 23.2 A grievance is defined as any complaint-
- (a) by any employee concerning any matter relating to the employment of the employee;
 - (b) by any labor organization concerning any matter relating to the employment of any employee; or
 - (c) by any employee, labor organization, or agency concerning-
 - (i) the effect or interpretation or a claim of breach, of a collective bargaining agreement; or
 - (ii) any claimed violation misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- 23.3 The following matters are specifically excluded from this grievance procedure and from consideration under this agreement:

Action	Appeal or Consideration Procedure
(1) Reduction-in-Force	FPM 351
(2) Performance Ratings & Warnings	FPM 432
(3) EEO Matters	FPM 713
(4) Decisions of the Office of Personnel Management	FPM 772
(5) Actions taken pursuant to Specific Instructions from OPM	FPM 754
(6) Classification Appeal	FPM 500
(7) Any Other Actions For Which Statutory Appeals Procedures Exist Excluding Adverse Actions	
(8) Any Claimed Violation of Subchapter III of Chapter 71 of Title VII (Relating to Prohibited Political Activities)	

- (9) Retirement, Life Insurance of Health Insurance
- (10) Any Examination, Certification, or Appointment
- (11) Separation Actions for Employees with Temporary or Probationary Appointments

23.4 Questions that cannot be resolved by the parties as to whether or not a matter is subject to the grievance procedure in this Agreement are subject to arbitration as provided in Article 24 of this Agreement.

23.5 An Employee may handle his own grievance under the Negotiated Grievance Procedure, but must be represented by the Union, or by a representative approved by the Union, if he desires representation. Whenever circumstances arise which cause an Employee to be aggrieved, and the Employee requests to be represented in the matter, no discussion or other procedure for processing the grievance shall be conducted until such representative is present or has been given a reasonable opportunity to be present. When not acting as representative, the Union shall have the right to observe formal discussions and proceedings beginning with Step 2 of 23.8(A).

23.6 When the Employee is being represented by the Union, copies of all correspondence between the parties will be provided to the Employee representative.

23.7 The Employee and his representative, if the representative is employed by the Alaska District, will be given a reasonable amount of official time on the premises without loss of pay or charge to leave for the purpose of presenting the grievance at each step in the procedure. No overtime will be authorized for an Employee working on a grievance. The Employee and/or his representative shall request permission from his supervisor and the representative's supervisor before working on a grievance. Permission shall be subject to workload demands in the department.

23.8A: Employee Grievances:

Step 1. Informal Grievance Procedure. In the event an Employee has a grievance, he shall discuss the grievance with his immediate supervisor and notify such supervisor that this is a grievance. If the complaint is outside the scope of the immediate supervisor's authority, the supervisor will make prompt arrangement: for discussion of the matter between the aggrieved party, his representative (if any), and the next appropriate level of supervision or appropriate management official. Grievances concerning a continuing practice or condition may be presented at any time. Grievances concerning a particular act or occurrence must be presented within fifteen (15) working days of the date of the act or occurrence, or of the date the Employee became aware of the act or occurrence. The grievance will be discussed informally with the appropriate supervisor or the next higher level supervisor if the Employee has a valid reason to do so. The supervisor will make every effort to resolve the grievance immediately and must provide an oral answer within four (4) working days.

Step 2. Formal Grievance Procedure. If the grievance is not satisfactorily resolved, it may be presented to the Division Chief or separate office Chief in writing within four (4) working days of the supervisor's oral answer. The grievance shall be submitted in writing and shall contain the name of the grievant, the nature of his grievance, the corrective action desired, and the

name of his designated representative (if any). The appropriate Division Chief or Separate Office Chief next shall issue a written decision, delivering it to the Employee no later than four (4) working days after the written submission.

Step 3. If the grievance is not satisfactorily resolved in Step 2, the written grievance and decision may be forwarded within seven (7) working days to the District Engineer for consideration. The District Engineer or his designated representative will provide a written decision on the grievance within seven (7) working days.

Step 4. The decision of the District Engineer will become final unless arbitration is invoked in accordance with Article 24 of this Agreement.

23.8B Employer - Union Grievances:

A concerted attempt will be made by both parties to resolve disputes which arise from application or interpretation of this Agreement. Each party to this Agreement recognizes the other's right to grieve over issues involving interpretation or application of this Agreement. Failure to resolve disputes arising from the application or interpretation of this Agreement by either party will be followed by submitting the dispute in writing to the District Engineer if initiated by the, Union, or to the Unit Vice-President of Local 1712, if initiated by the Employer. The District Engineer and the Unit Vice-President of local 1712, or their respective representatives will meet as soon as possible, but in all cases within five (5) working days to discuss the dispute and attempt to resolve it. If the dispute is not settled by this method, either party may submit to the other a request for arbitration within 7 working days.

23.9 All time limits herein may be extended by mutual agreement of the Employer and the grievant or the Union, if representing the grievant. Failure of the Employer to observe these time limits shall be cause to advance the grievance to the next step. Failure of the aggrieved to observe the time limits shall be cause for denial of any further remedy.

23.10 If resolution of any grievance under this article is reached by the parties or they agree to the means of adjusting an acknowledged agreement violation, they shall state their agreement in writing on the date agreement is reached. Their agreement shall be signed by both parties. This will constitute the final resolution of the grievance.

ARTICLE 24

Arbitration

24.1 If, upon completion of the negotiated grievance procedure specified in Article 23, Section 23.8A or 23.8B, the grievance has not been resolved, the Employer and the Union have the right to invoke arbitration. Arbitration is invoked by giving written notice to the other party within seven (7) -working days after the date of receipt of the final decision of the District Engineer under Section 23.8A or within seven (7) working days after the meeting between the District Engineer and the Unit Vice President or their representatives as required by Section 23.8B. Arbitration shall not be invoked by an Employee.

24.2 Within five (5) working days of the date of receipt of the written request to invoke arbitration, the parties will mutually request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. The parties shall meet within seven (7) working days after receipt of such list and attempt to select an Arbitrator. If the parties cannot agree on an arbitrator, at that same meeting each party will alternately strike one (1) name from the list of arbitrators until one (1) name remains and he will be the arbitrator. The parties will flip a coin to choose who will strike the first name.

24.3 No later than ten working days in advance of any arbitration hearing, the parties shall agree upon and bilaterally define the specific issue and present it in writing to the chosen Arbitrator. If unable to concur, each party shall specify the issue in writing with copies to the other party and the Arbitrator. The Arbitrator shall limit proceedings and his award solely to the resolution of the issue as specified by the parties, and nothing further. No later than five working days in advance of any arbitration hearing the parties shall exchange witness lists and will be restricted at the hearing to the witnesses listed.

23.4 The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union. The Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings. If either the Union or the Employer desires a copy of any transcript made of the proceedings, that party will bear the expense of the number of copies they obtain.

24.5 a. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Friday at the Alaska District Office, Anchorage, Alaska. All Employee participants in the hearing shall be administratively excused from their duties if they would otherwise be in a duty status; however, no overtime will be authorized for any Employee participants. All witnesses who are employees of the District will remain on the job until called as a witness for the hearing. All other witnesses will remain outside the hearing room until called to testify. No casual observers will be permitted in the hearing room. The Employee-grievant as well as any person against whom a grievance is directed will be permitted to stay in the hearing room. An employee who declines to testify at the arbitration hearing shall not be subject to any disciplinary action.

b. The grieving party will present all its witnesses first and then the other party will present all its witnesses. Upon mutual consent of the parties or at the direction of the Arbitrator, there may be adjustments to this arrangement.

c. Each party shall bear the expense of its own witnesses who are not employed by the Alaska District. Furthermore, the Union shall bear the travel expenses for any Employee witness called by the Union to travel to and from Anchorage if that witness is regularly stationed outside of Anchorage, unless such witness was stationed in Anchorage at the time the matter was referred to Arbitration. If there is a dispute as to whether a witness is reasonably available to be called as a witness, a decision of the Arbitrator will be final. No statement or affidavit of a witness, who is reasonably available to be called as a witness, will be permitted into evidence at the hearing over the objection of any of the parties unless an opportunity to cross-examine the person signing the document is afforded the other party.

24.6 Post-hearing briefs, if submitted, must be submitted within ten working days after the hearing, unless the Arbitrator allows a longer period of time for submission of briefs. Briefing shall be simultaneous. However, in appropriate cases the Arbitrator is encouraged to make a bench decision followed by a written confirmation of his/her findings.

24.7 The Arbitrator shall submit a written decision to the Employer and the Union as soon as possible, but in no event later than fifteen (15) calendar days following the close of the record or the receipt of briefs, whichever is later. The decision of the Arbitrator is final and binding, except that either party may file exception to to the award to the Federal Labor Relations Authority in accordance with regulations prescribed by the Council.

24.8 A party who has elected arbitration, may elect to withdraw from arbitration at any time before the decision of the arbitrator. In such case, the final decision under the grievance procedure, if any, shall become final and binding.