

**AGREEMENT BETWEEN
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS IBEW LOCAL 2219
AND
US ARMY ENGINEER DISTRICT, LITTLE ROCK**

Preamble

This Agreement is made by and between the US Army Corps of Engineers District, Little Rock, hereinafter called the "Agency" and the International Brotherhood of Electrical Workers (IBEW) Local 2219 hereinafter referred to as the "Union," and collectively referred to as the "Parties." It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient and effective operation and maintenance of power plants and the health and well-being of employees.

ARTICLE INDEX

COVERAGE & RIGHTS

Recognition and Coverage
Employee Rights
Union Rights and Representation
Management Rights
Official Time

CONTRACTUAL DETAILS

Appraisals and Awards
Arbitration
Definitions
Disciplinary Action
Duration and Changes
Facilities and Services
Grievance
Holiday
Hours of Work
Hydropower Training Program
Leave
Matters Appropriate for Consultation and Negotiation
Recruitment/Promotions/Reassignments
Overtime
Safety and Health

Article 1 Recognition and Coverage

1. I. The Agency recognizes that IBEW Local 2219 is the Exclusive Representative of all employees in the bargaining unit defined as all eligible personnel employed at the various hydroelectric generating plants, including adjacent dams, pumping stations, and overlooks assigned to the hydroelectric generating plants and closely related facilities within the jurisdiction of the Little Rock District Corps of Engineers.

Article 2 Employee Rights

- 2.1. All employees will be treated with fairness, dignity, mutual respect, and courtesy. The Agency agrees to work with the Union to resolve personnel issues and improve employee morale.
- 2.2. If an employee's pattern of conduct is inconsistent with rules, regulations, or this Agreement due to lack of enforcement, the Agency will advise the employee of what is expected and give the employee the opportunity to comply prior to any informal or formal disciplinary action.
- 2.3. Employees 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. Employees may act for the Union in the capacity of a representative and to engage in collective bargaining.
- 2.4. The Agency recognizes an employee's right to assistance and representation by the Union, and the right to meet and confer with Union representatives in private during duty time. If the employee cannot be excused immediately, time will be afforded as soon as possible, normally within 24 hours.
- 2.5. Employees have the right to present their views to Agency Officials, Congress, Inspector General, the Executive Branch, or other authorities without fear of penalty or reprisal.
- 2.6. When employees receive conflicting orders, they have a right to follow the last order given as long as they advise the Agency official who issued the latest order that there is a conflict.
- 2.7. Employees have a right to request and receive copies of any information specific to them personally maintained under their name and/or social security number. Per the Privacy Act and Agency rules and regulations access to files relating to a specific employee will be limited to authorized personnel.
- 2.8. Employee personal work areas, lockers, desks, etc. will not be searched without just cause. If a search becomes necessary, the employee may request Union Representation.
- 2.9. Employees have a right to know the general purpose of meetings called by the Agency.
- 2.10. Employees will be made aware when they are being tape-recorded or video recorded.

Article 3 Union Rights and Representation

- 3.1. The Union is entitled to act for, and represent the interests of, all employees in the unit.
- 3.2. The Union has the right to information and data that is normally maintained by the Agency in the regular course of business in accordance with applicable laws.
- 3.3. The Union will be given the opportunity to be represented at any formal meeting and discussion. The Union will receive reasonable advance notice and any relevant information.
- 3.4. The Agency will introduce new employees to their respective Union Steward.
- 3.5. The Union may conduct up to four (4) membership drives, at each work location, of up to thirty (30) days duration during the year.

3.6. The conduct of representational business will normally be conducted during duty hours. No Union representative will be required to be their own representative. The Union President may assign a steward from another organizational unit on a case-by-case basis if a special need exists in an individual case.

3.7. The steward will be allowed time away from their job to transact authorized agreement functions after requesting and receiving permission from their immediate supervisor. The Agency agrees to provide official time to process grievances, and for Union Officials to perform representational duties. The steward also must obtain permission from the supervisor of the employee with whom they want to meet.

3.8. The Agency agrees to payroll withholding of Labor Union Dues for employees. The Union will not be charged a service fee for dues withholding. The Agency will remit dues withheld to the person or office designed by the Union and will furnish a listing identifying employee name and dues withheld.

3.9. Existing employee parking arrangements will not be changed unless required by documented security or operational requirements.

Article 4 MANAGEMENT RIGHTS

4.1. Subject to the second paragraph of this Article, nothing in this Agreement shall affect the authority of any management official:

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

b. in accordance with applicable laws:

(1) to hire, assign, direct, layoff, and retain employees 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 positions, to make selections for appointments from-

(a) among properly ranked and certified candidates for promotion; or

(b) any other appropriate source; and

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

4.2. Nothing in this section shall preclude the Agency and the labor organization from negotiating:

a. at the election of the Agency, on the numbers, types, and grades of employees or positions

assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. procedures which management officials of the Agency will observe in exercising any authority under this section; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Article 5 Official Time

5.1. Official Time Bank. A bank of 500 hours will be available each fiscal year to conduct all representational duties except for those activities described in this article.

5.2. Requests for the use of official time will be submitted to the representative's immediate supervisor for approval using a format similar to the one in this article. Union representatives will strive to notify the supervisor of the need for official time as soon as possible after the need is recognized. Use of official time, that is part of the bank, will normally not be deferred. Agency approval of official time requests may be deferred when compelling circumstances prevail, but normally approval will not be deferred for more than one workday.

5.3. Union officials and individuals designated by the Union President will be provided a reasonable amount of official time for participation in the following activities:

- a. required attendance at FLRA or arbitration proceedings;
- b. contract and implementation & impact negotiations;
- c. attendance at meetings called by Management;
- d. service on District committees in official Union capacity;
- e. training associated with implementation of this Contract;
- f. annual safety inspection.

5.4. The Agency agrees to consider requests for additional official time if the bank is used up prior to the end of the fiscal year.

Article 6 Appraisals and Awards

6.1. Appraisals. All employees will be given reasonable opportunity to achieve the performance standards/objectives. Such standards will be applied objectively, fairly, and equitably.

6.2. Awards. It is recognized that the right to grant a performance award belongs to the Agency. It is also recognized that the Agency is obligated to ensure that the opportunity to earn awards is provided in an equal and fair manner to serve as recognition for workforce contribution. The Agency will provide to the Union President a report on employee ratings and awards upon request.

Article 7 Arbitration

7.1. Within fourteen (14) days from the date of receipt of an arbitration request, the parties will meet to agree on the selection of an arbitrator. If agreement cannot be reached, either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial

persons qualified to act as arbitrators. The parties will meet within three (3) workdays after the receipt of the list. If they cannot mutually agree upon one of the listed arbitrators, then the Agency and the Union will each strike one arbitrator's name from the list of five (5). The order of elimination will be determined by lot and thereafter each will in that order alternately eliminate only one name until one name remains. The remaining name will be the duly selected arbitrator.

7.2. The fee and expense of the arbitrator will be borne sixty (60) percent by the Agency and forty (40) percent by the Union. The arbitration hearing will be held during regular dayshift work hours of the basic work week of Monday through Thursday, and all employee representatives, employee appellants, and employee witnesses will be in a pay status without charge to annual leave while participating in the arbitration proceedings.

7.3. The arbitrator is requested by the parties to render a decision to the Agency and the Union as quickly as possible; but in any event no later than thirty (30) days after the conclusion of the hearings, unless the parties otherwise agree.

Article 8 Definitions

Days. Unless otherwise expressed, all days are calendar days.

Emergency. Any situation where it is necessary for the agency and its employees to take immediate action in order to prevent injury, restore or maintain service, save life, or prevent damage to property.

Formal Meeting/Discussion. A discussion or meeting between one or more Agency representatives and one or more employees or their representatives concerning any grievance, personnel policy, practice, or other general conditions of employment; or any discussion where two or more management officials are present with an employee. This does not apply to discussions or meetings relating to operational matters.

Past Practice. An established pattern of behavior that is clear and consistent that has gone on for a period of 18 months or more and does not conflict with law or this agreement.

Representational Activities. Discussions and meetings between one or more representatives of the Agency, the Union, and/or employees concerning working conditions, grievances, or other general conditions of employment set forth in this agreement.

Work Unit. A group of employees performing highly related functions (e.g., maintenance work unit, operations work unit, etc.).

Article 9 Disciplinary Actions

9.1. Disciplinary/adverse actions may include, but are not limited to:

- a. Letter of reprimand;
- b. Suspension;
- c. Removal;
- d. Reduction in grade;

- e. Reduction in pay; and
- f. Furlough of thirty (30) days or less.

9.2. Employees are entitled to representation during any discussion that may lead to disciplinary action, or involves more than one supervisor. If representation is not readily available, the discussion will be rescheduled as mutually agreed.

Article 10 Duration and Changes

10.1. This Agreement will remain in full force and effect for a period of one (1) year from the approval date. The Agreement will be automatically extended for one (1) year periods unless either party gives the other party written notice of its intention to renegotiate this Agreement.

The notice must be provided no less than sixty (60) days prior to its annual renewal date.

Negotiations will begin no later than thirty (30) days after notification of intent to renegotiate. If renegotiation of the Agreement is in progress but not completed upon the termination date of this Agreement, this Agreement will remain in full force and effective during renegotiation until such time as a new Agreement is approved.

10.2. Amendments to this Agreement may be required because of changes in applicable laws, government-wide rules, regulations, or policies issued by higher-level authority. Upon mutual agreement the parties may negotiate on issues not covered by the Agreement or on issues covered but found to be defective or unworkable. Only the issues or those parts of the contract affected by a change will be subject to renegotiation. The following ground rules will apply to all negotiations.

a. The party proposing a change will notify the other party in writing and provide a description of the proposed change. Within 7 days of this notification, the parties will meet to set a mutually agreed date for negotiations. Reasonable extensions may be granted for just cause. Interest Based Bargaining will be used for all negotiations.

b. Union negotiators will be placed on official time when traveling for negotiation and during negotiation sessions, mediation, and impasse proceedings.

c. The Union may have the same number of negotiators as the Agency. The Union may have a national officer, council officer, or legal representative at these proceedings. The Agency will be informed in advance if a legal representative or national officer will be attending.

d. Negotiations will take place in space provided by the Agency and will be held during normal working hours.

Article 11 Facilities and Services

11.1. The Agency will provide space as available for the Union to hold meetings and membership drives.

11.2. The Agency will provide the Union a securable private office of approximately 165 square feet. If a location is not feasible at the work location of the Union President, an alternative space that is mutually agreed to will be provided. The office will be reasonably equipped with Agency furnished office equipment to include desk and four chairs, compatible computer and software, printer and fax, telephone, and lockable file cabinets. Office utilities will be provided

by the Agency. Other equipment and furnishings may be provided as available. A minimum of two keys to the office will be provided.

11.3. The Union is authorized for representational duties the use of computers, telephones, fax, copier machines, internal mail and email. The Agency will assist the Union in establishing and maintaining a Union web page linked to the District homepage that is accessible by employees.

11.4. The Agency will provide at each power plant, in an appropriate place, a bulletin board for posting Union notices and information

Article 12 Grievance

12. 1. This article prescribes the exclusive procedures available to the Union and employees for the formal resolution of grievances. Extensions to the timeframes specified in this article will be granted upon request normally not to exceed fifteen (15) days. The Union and the Agency encourage informal resolution of disputes expeditiously and at the lowest level possible. Any dispute or difference of opinion between the Agency and the Employee or the Union concerning the interpretation or application of a provision of this agreement or a matter of working conditions will be known as a grievance and will be resolved using the Dispute Resolution Committee process described below. The use of electronic communication is encouraged in this process. This process cannot be used if either an EEO or Unfair Labor Practice procedure has been initiated.

12.2. Dispute Resolution Committee Composition. Each party will designate 2 members and an alternate to serve a one-year term on the Dispute Resolution Committee (DRC). All designees must be from within the bargaining unit and the hydropower business line. Committee membership will be designated no later than 1 January of each year by the Union President and the Chief of Operations Division, respectively, with one designated from each party as a co-chair. Chair responsibilities will alternate on a per grievance basis.

12.3. Grievances will be submitted in writing to the Union President within 30 days of first knowledge of the incident or Agency response to an informal inquiry. Employees are encouraged, but not required, to first discuss the issue with their supervisor. The Union President will provide the grievance to the involved supervisor within 7 days. The supervisor will provide a written response to the Union President within 10 days of receipt. The Union President will provide the grievance and supervisory response to the DRC within 7 days. Employees will be provided a reasonable amount of time to discuss the matter with their Union representative and prepare for the grievance presentation.

12.4. The grievance must contain the following information to be accepted.

- a. Date grievance submitted.
- b. Name and contact information (e.g., mailing address, telephone, etc.).
- c. Employee supervisor or responsible party.
- d. Date of first knowledge of incident or Agency response to informal inquiry.
- e. Description of issues or concerns.
- f. Provisions of the Agreement, Regulation, Law, Past Practice, etc. alleged to have been violated.
- g. Resolution or remedy sought.

12.5. Upon receipt of a grievance, the DRC chair will coordinate development of the

committee's recommendation. The committee's recommendation will be provided to the Union President and Chief of Operations Division within 15 days for resolution. If resolution is not reached within 15 days, the Union President may provide the recommendation to the District Commander for Agency Decision.

12.6. If the Union is not satisfied with the decision, the Union may, within 30 days, submit a request for impartial arbitration as provided for in the Arbitration Article in this Agreement.

Article 13 Holidays

13.1. "In lieu of holiday observance for purposes of pay or excused absence will be applied in the following fashion. When the holiday falls on the first day off, the next following work day will be observed as the holiday. When the holiday falls on the second day off, the last day of the previous tour will be observed as the holiday. When a holiday occurs on other than the employee's first or second day off, the next following workday will be observed as the holiday.

Article 14 Hours of Work

Maintenance

14.1. Maintenance work schedules will be developed and agreed upon by the majority of the work unit in accordance with Office of Personnel and Management (OPM) guidance. Should a work unit desire a different schedule, it will be determined by a majority vote of the work unit and submitted to the Union for approval by a management official. Any deviation from the schedule must be warranted by specific mission requirements (e.g., planned or unplanned outages, extended service/maintenance contracts, etc.). Unless required by an emergency, the schedule will not be changed without at least one pay period notice. The normal work week consists of four (4) 10-hour days, Monday thru Thursday. The annual work schedule with leave will be posted in the workplace.

Operations

Control Plant staffing will normally consist of five operators, with one operator on duty, 24 hours per day, seven days per week. The schedule outlined under this agreement is an AWS (Alternate Work Schedule) referred to as the "12 Hour Rotating Shift Schedule" and will be implemented in leave year 2006. Under this schedule, four positions rotate between day and night shifts to obtain 24/7 coverage. Each rotating position will be required to work six 12-hour and one 8-hour shift each pay period. The fifth position will be utilized as specified within this agreement. Shift change/relief times will occur at 7 am and 7 pm. Shift change/relief times may be adjusted no more than one hour earlier or one hour later by mutual agreement between each work unit by majority vote and submitted to the Union for approval by a management official. Duty hours for 8-hour days will normally be 7 am to 3 pm, but may be adjusted to cover for scheduled absences or at the employee's request with one pay period notice.

14.2. Each operator staffed control plant will be required to use the 12-Hour Rotating Shift Schedule designated in this article. Should a work unit desire a different schedule it will be determined by a majority vote of the work unit and submitted to the Union for approval by a management official. Schedule operating cost will be a factor in determining feasibility of alternative schedules.

14.3. A tentative one year rotating shift work schedule will be prepared by the Agency and presented to each local operations work unit at least three pay periods before the start of the

upcoming leave year for the purpose of allowing each operator to schedule all use or lose annual leave. The operators will submit this leave and any additional extended leave request within two pay periods. The Agency will then establish a firm six pay-period schedule that includes duty days, off days, and approved leave. This schedule will be maintained in each local work unit control room. Two pay periods prior to establishing the next six pay-period schedule operators may submit revised annual leave requests.

14.4. All operators will rotate through each position in the shift schedule to equally distribute the 5th Operator responsibility. The primary purpose of the 5th Operator position is to cover extended leave, unscheduled leave, and other circumstances resulting in the absence of a rotating operator. This position might also be referred to as relief, double up, lap, or extra operator. Unless covering for absences or rescheduled to meet firm schedule requirements, the position will be required to work Monday thru Thursday. Unless required by an emergency, the scheduling or re-scheduling of the 5th Operator will occur with at least one pay period notice. Since many scheduling possibilities exist, the rotation cycle of the 5th Operator and all other positions will be determined by a majority vote of the work unit and submitted to the Union for approval by a management official.

Article 15 Hydropower Training Program

15.1A mutually agreed to training program will be established in writing and maintained that meets the requirements and intent of higher headquarters guidance.

15.2 A Training Board will be established to provide program over site and direction. The senior hydropower manager in the Little Rock Office will chair the Board. Membership will include two power plant superintendents and three craft representatives appointed by the Union President. Within six months of execution of this contract and annually thereafter, the Board will meet to evaluate and update the Hydropower Training Program as defined in SWLR 1130-1-. This review will include an assessment of the examining board and examination process.

Article 16 Leave

16.1. Power plant employees will schedule, as a minimum, all use or lose and any additional extended leave. A tentative one-year work schedule will be prepared by the Agency and presented to all employees at least three pay periods before the start of the upcoming leave year for scheduling purposes. Employee leave requests will be submitted to the supervisor within two pay periods. Failure to take leave when scheduled or to arrange a different schedule in advance could result in forfeiture.

16.2. Unscheduled leave is defined as any leave requested after the firm schedule has been issued and will be requested at least two pay periods in advance. Non-emergency unscheduled annual leave may be granted, if reasonable notice is given and there is no adverse cost to the Agency.

16.3 . The Agency will provide for all operators the opportunity to have two personal days of unscheduled pre-approved annual leave per year, so long as the unscheduled leave does not create an overtime burden of more than time and one half.

16.3. Within individual work units, order of selection for annual leave scheduling will rotate yearly. If a rotation system is not already in effect for a work unit upon implementation of this agreement, the initial sequencing (i.e. first and subsequent selections) will be by service computation date within the work unit.

16.4. Leave requests for emergency reasons will be considered on the circumstances of the request. An emergency is defined as a sudden, urgent, unusually unforeseen occurrence or occasion requiring immediate action (e.g. death in family, accident, sudden family illness, etc.).

16.5. Approval of sick leave to include requests for advance leave and unscheduled sick leave will follow Agency guidelines. An employee will not normally be required to furnish a doctor's certificate to substantiate requests for approval of sick leave.

Article 17 Matters Appropriate for Consultation and Negotiation

17.1. Matters appropriate for consultation or negotiation between the Parties are conditions of employment. The Agency will provide the Union with the opportunity to negotiate when changes are being considered in existing benefits, personnel policies and practices as they affect the working conditions of employees.

17.2. Prior to making changes on personnel policies and practices or matters affecting general conditions of employment, the Agency will provide the Union President with a copy of the proposed change. The Union may, within twenty-one (21) days of receipt of the proposed change, request to negotiate, furnish written proposals, or request a meeting to discuss those matters submitted by the Agency.

Article 18 Recruitment and Reassignments

18.1. Power plant trainee vacancies will be filled using competitive procedures. The most highly qualified candidate from a combined list of SCEP, internal, and external applicants will be selected for power plant trainee positions. Qualified District employee applicants will be given equal consideration. Selection screening panels will be used to rate and rank power plant applicants when the announcement results in a list of six (6) or more candidates. The panel should include at least one crafts person.

18.2. Permanent hardship reassignments to positions of same or lesser grade without promotional potential may be made without following the selection process where the Agency and the Union agree the assignment is in the best interest of the government.

Article 19 Overtime

19.1. Overtime assignment will be divided as equally as practicable among those qualified and available for the work. When overtime work is required, the employee(s) who normally performs this work during the regular work week will be assigned to perform the overtime work. A record of overtime work will be maintained by the Agency for each employee on a cumulative basis. At the end of each calendar year the difference in overtime between employees will be carried forward.

19.2. One Operator meeting per year for the purpose of Emergency Procedures Training will be conducted. Normally no other meetings will be convened outside normal duty hours. Call back procedures will be followed for pay purposes.

Article 20 Safety and Health

20.1. The Agency and the Union agree to comply with and promote safe working conditions in accordance with all applicable safety requirements.

20.2. If a safety committee is established at a project office and an on-site safety steward has been designated by the Union, they will be included in the safety committee.

20.3. Position Hazard Analysis (PHA) will be jointly developed and reviewed on an annual basis by employees and their supervisor or team leader. All personal protective equipment identified in the PHA will be furnished by the Agency.

20.4. Employees may be required to do outside work during inclement weather if such work is necessary for the maintenance of service or for the operation of plants and/or equipment, but not for routine maintenance work.

20.5. The Agency will follow law and all applicable regulations in all health surveillance programs.

20.6. When an employee is injured at work, the employee will, if possible, report the injury immediately to their supervisor. The supervisor will provide the necessary forms and reporting guidance.

IN WITNESS WHEREOF, the parties hereto have entered into this Basic Agreement the 24th Day of August of the year 2005.

SUBJECT: Agreement between United States Department of Army, United States Army Corps of Engineers, Little Rock District and the International Brotherhood of Electrical Workers Local 2219 (LAIRS No. 060770)

The subject agreement, executed on May 23, 2005, and revised on August 24, 2005, has been reviewed pursuant to 5 U.S.C. § 7114(c) and is hereby approved.

The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation or published policy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Subchapter 711, Labor Management Relations. Please annotate the agreement to indicate: Approved by the Department of Defense on 22 SEP 2005

Copies of the approved agreement should be forwarded as follows:

a. Defense Civilian Personnel Management Service (OCPMS) Field Advisory Services Division, Labor Relations Branch, 1400 Key Blvd., Suite B-200, Arlington, Virginia, 22209-5144 - one hard copy of the approved agreement as well as one copy of the completed OPM Form 913-B (attached). Also, please send an additional electronic copy of the approved agreement via email to labor_relations@cpms.osd.mil.

b. Department of Army, HQDA Policy and Program Development Division (DAPE-CP-PPL), 2461 Eisenhower Avenue (Hoffman 1, Room 152), Alexandria, Virginia, 22331 - one copy.

If there are any questions concerning the agreement, Kelley Jones can be reached at DSN

426-6301 or commercial (703) 696-6301, extension 412. A copy of this memo is served on the union by first class mail on **22** SEP 2005

Deputy Director
Labor and Employee Relations