

NEGOTIATED AGREEMENT
BETWEEN

THE COMMANDER
U.S. ARMY CORPS OF ENGINEERS
GALVESTON DISTRICT

AND

THE NATIONAL FEDERATION OF
FEDERAL EMPLOYEES LOCAL 33

14 JUN 1993

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PREAMBLE

Pursuant to policy set forth by the Civil Service Reform Act (CSRA) of 1978 regarding Federal Labor – Management Relations, the following articles of this basic Agreement, together with any of all supplemental Agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the Galveston District, Corps of Engineers, herein-after referred to as the Employer and the ~~National Federation of Federal Employees~~ (tab 1), American Federation of Government Employees, Local No. 33, hereinafter referred to as the Union.

ARTICLE 1 – PURPOSE

Section 1. SCOPE: This agreement is based on the desire of the Union and the Employer to work toward the common goal of accomplishing the mission and bettering the working environment of the activity. The purpose of this Agreement is to:

- a. Identify the parties to the Agreement;
- b. Establish policies, procedures and methods that will hereafter govern the working relationships between the parties;
- c. Indicate the nature of the subject matter of proper mutual concern.
- d. The provisions of this Agreement shall govern where there is a conflict with policies and regulations originated and established by the Employer. However, matters governed by Department of the Army rules or regulations, laws, or Executive Orders that conflict with this Agreement will be controlling.

Section 2. INTENT: It is intended that this Agreement will meet the following objectives.

a. Insure employee participation in the formulation and implementation of personnel policies and practices and matters affecting working conditions;

b. Promote systematic employee-management cooperation;

c. Facilitate the adjustment of grievances and appeals;

d. Establish duration of the Agreement and provide for negotiation of renewal and supplements to the Agreement.

ARTICLE II – DEFINITIONS

ADVERSE ACTIONS: For the purpose of this Agreement, an adverse action is defined as removal, suspension for more than fourteen days, reduction in grade or pay, or furlough for thirty days or less.

BASIC WORK REQUIREMENT: The number of hours, excluding overtime hours, which an employee is required to work or is required to account for by leave.

CALENDAR DAYS: Total number of days according to a monthly calendar including both work and non-work days.

COLLECTIVE BARGAINING: The performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any

collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make up a concession;

CONDITIONS OF EMPLOYMENT: Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters--

a. relating to political activities prohibited under subchapter III of chapter 73 of the CSRA;

b. relating to the classification of any position; or

c. to the extent such matters are specifically provided for by Federal statute;

CONFIDENTIAL EMPLOYEE: An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations;

DISCIPLINARY ACTION: For the purpose of this Agreement, a disciplinary action is defined as a written reprimand up to a suspension of fourteen days or less.

EXCLUSIVE REPRESENTATIVE: Any labor organization which --

a. is certified as the exclusive representative of employees in an appropriate unit pursuant to section 7111 of the CSRA; or

b. was recognized by an agency immediately before the effective date of the CSRA as the exclusive representative of employees in an appropriate unit --

(1) on the basis of an election, or

(2) on any basis other than an election, and continues to be so recognized in accordance with the provisions of the CSRA;

GRIEVANCE: 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 the employee; or

c. by any employee, labor organization, or agency concerning--

(1) the effect or interpretation or a claim of breach, of a collective bargaining agreement; or

(2) any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment;

MANAGEMENT OFFICIAL: An individual employed by an agency in a position the duties and responsibilities of which require or authorized the individual to formulate, determine, or influence the policies of the agency;

NEGOTIABILITY DISPUTE: A disagreement between the parties as to negotiability. Should the Employer cite a regulation which is in conflict with a proposed negotiable item, the Employer will cite the regulation so that the Union may review it in the Library.

PRIORITY CONSIDERATION: Employees who have received priority consideration shall be referred ahead of other candidates for the next position for which they are basically qualified.

PROFESSIONAL EMPLOYEE:

a. an employee engaged in the performance of work--

(1) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities);

(2) requiring the consistent exercise of discretion and judgment in its performance;

(3) which is predominantly intellectual and varied in character (as distinguished from routine mental, manual, mechanical, or physical work);

(4) which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or

b. an employee who has completed the courses of specialized intellectual instruction and study described in subsection (a)(1) of this section and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee described in subsection (a) of this section;

REPRESENTATIVES: A person empowered to act in a specific capacity in behalf of the Employer, an employee, or the Union.

SUPERVISOR: An individual employed by an agency having authority in the interest of the agency to hire, direct, assign,

promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority;

UNION OFFICIAL: Any accredited National Representatives of the Union and the duly elected or appointed officers of the Local, including Stewards appointed in accordance with the provisions of this Agreement.

ARTICLE III – RECOGNITION AND UNIT DESIGNATION

Section 1. EXCLUSIVE REPRESENTATIVE: The Employer recognizes that the Union is the exclusive representative of all nonsupervisory employees assigned to the unit of recognition defined in Section 2 below. The Union recognizes its responsibility of representing the interests of all such employees without discrimination and without regard to Union membership with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subjects to the express limitations set forth elsewhere in this Agreement.

Section 2. APPLICABILITY: This Agreement is applicable to all nonsupervisory employees of the Galveston District of the Corps of Engineers in the following unit of recognition:

a. Included: All nonsupervisory, nonprofessional and professional GS and WG employees assigned to the U.S. Army Engineer District, Galveston, Texas.

b. Excluded: All managerial, supervisory and guard employees. All employees engaged in Federal personnel work in other than a purely clerical capacity. All nonsupervisory unlicensed personnel aboard the U.S. Hopper Dredge McFarland. All nonsupervisory core drill unit employees. All Masters and Licensed deck officers. All confidential employees; employees engaged in administering provisions of Chapter 71, 5 U.S. Code; employees engaged in security work which affects National security; and all employees primarily engaged in investigation or audit functions assuring that duties are discharged honestly and with integrity whose duties directly affect the District's internal security.

Section 3. CLARIFICATION OF UNIT: Any changes in the unit will be by bilateral decision or by clarification of unit (CU) petition.

ARTICLE IV – MANAGEMENT RIGHTS

Section 1. NON-NEGOTIABLE RIGHTS: Subject to Section 2 of this Article nothing in this Agreement shall affect the authority of the Employer--

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

b. In accordance with applicable laws--

(1) To hire, assign, direct, layoff, and retain employees in the District 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 Employer 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 District mission during emergencies.

Section 2. PERMISSABLE NEGOTIATIONS. Nothing in this section shall preclude the Employer and the Union from negotiation--

a. At the election of the Employer on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or in the technology, methods, and means of performing work;

b. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority Agreement by such management officials.

ARTICLE V – EMPLOYEE RIGHTS

Section 1. INDIVIDUAL CHOICE. 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. Except as otherwise provided under this Agreement 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 employees under this Agreement.

Section 2. INDIVIDUAL ACCOUNTABILITY: An employee is accountable for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer reaffirms the right of an employee to conduct his or her private life as he/she deems fit.

Section 3. RIGHT TO CHOOSE: Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization.

Section 4. REPRESENTATION AT MEETINGS: Each employee may be represented at meetings as defined in 5 USC, Section 7114 a (2) (A) & (B). Prior to a meeting between a unit member(s) and management the employee will be informed as to the subject of the discussion. The employee may request Union representation if he/she believes such meeting may result in disciplinary action.

Section 5. OPTIONAL REPRESENTATION: Nothing in this Agreement precludes an employee of the bargaining unit, regardless of Union membership, from bringing a matter of personal concern to the attention of appropriate officials under applicable law, rule, regulation, or established agency policy, of from choosing his own representative in a grievance or appellate

action, except when the grievance is covered under the negotiated procedure contained in this Agreement. If employee chooses another representative the Union will be so informed by the employee.

Section 6. RELEASE OF EMPLOYEE INFORMATION: Information regarding bargaining unit employees will be released in accordance with governing rules, laws, and regulations.

Section 7. CONSULTATION RIGHTS: All employees have the right to be treated with courtesy. Employees have the right to consult with a Union official, EEO counselor, Safety Officer, or a representative of the HRO when they feel their rights under this Agreement or under any appropriate law or regulation have been violated. The employee will be granted official time to seek such counsel within the same tour of duty or at the earliest opportunity.

Section 8. PERSONNEL FOLDERS (201 FILES): The Employer recognizes employees' right to see their Personnel Folder upon request to the Human Resources Officer. Personnel Folders will normally be hand-carried by a member of the Personnel Office for this purpose. Appropriate arrangements, as determined by the Human Resources Officer, will be made when emergency requirements arise. Personnel records contained in 201 Files may be updated in accordance with applicable regulations.

Section 9. EMPLOYEE RECORD CARDS (7B): Each employee has the right to request a review their 7B Cards maintained by their supervisor.

ARTICLE VI – UNION RIGHTS

Section 1. GENERAL: The Employer recognizes that the Union has the exclusive right to represent all employees in the Unit in negotiations and joint meetings with the Employer with regard to

suggested changes or modifications to established activity personnel policies or regulations. The Employer agrees to negotiate with the Union prior to making any changes in personnel policies, practices, and matters affecting working conditions. The Employer further agrees to inform the Union in writing of such changes at least thirty-five calendar days prior to proposed effective date except in emergency situations. The Union will furnish a letter of any intent to negotiate within fifteen calendar days after notification. When changes involve written materials, the Employer will furnish the Union President or his designated representative one copy of such proposed changes.

Section 2. REPRESENTATION: It is agreed that the Union has the right to negotiate with the Employer with respect to personnel policies, practices, and procedures and other matters affecting working conditions for unit employees consistent with the provisions of Section 7114, Title VII, CSRA. Further, the Union will, after negotiation, be given the opportunity to be represented at formal discussions between the Employer and its employees concerning personnel policies and practices or other matters which affect the general working conditions of unit employees consistent with the provisions of Section 7114, Title VII, CSRA.

Section 3. UNION OFFICIALS AND STEWARDS:

a. The Union may designate Stewards in the various organizations having employees in the Unit. The names of Stewards and organizations they serve are to be provided to the Human Resources Officer and the District Engineer within ten calendar days of selection or change thereto. New Stewards will not be authorized official time until the Human Resources Officer is notified, in writing, by the Union President, of their appointment.

b. The District Engineer or the Deputy District Engineer will meet on a monthly basis with the Union President, or other

designated Union Official, at a mutually agreed upon time, to discuss issues of interest. Agenda topics will be exchanged one day prior to scheduled meeting.

Section 5. USE OF OFFICIAL TIME: Union officers and officials, including Stewards, shall be permitted reasonable time during working hours without loss of leave or pay to effectively represent employees in accordance with this Agreement. Use of official time will not be limited to the confines of the activity but will allow the representative to travel in accordance with the needs of the individual case.

a. All contract negotiations shall be conducted on official duty time. This shall include time to prepare and present matters to the Federal Mediation and Conciliation Service and the Federal Service Impasse Panel.

b. Reasonable time for receiving, investigating, preparing and presenting a complaint, grievance or appeal must necessarily depend on the facts and circumstances of each case--e.g., number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations.

c. Reasonable time for a Union representative involved in a complaint, grievance or appeal action, shall be the time necessary to complete the proceedings.

d. Reasonable time for preparation of information reports required under 5 USC 71209(c), including financial reports and trusteeship reports, shall be accorded to Union officials.

e. Reasonable time to review all new policy, regulations, office memorandums, or changes to existing ones prior to

implementation or negotiations, shall be accorded to Union officials.

f. Union officials shall notify their supervisors of time spent on authorized Union business.

Section 6. INTERNAL UNION BUSINESS: Internal Union business, such as attending Union membership meetings, will be conducted during the non-duty hours of the employees involved. Upon request and subject to normal security limitations, the Union shall be granted authority to conduct two membership drives of up to thirty days duration per year, before and after duty hours and at lunch periods. Facilities will be provided by the Employer for regular monthly membership meetings at the Jadwin Building, Area Offices, and Project Offices. Facilities will be provided upon request by the Union for semiannual membership drives and fundraising events at the Jadwin Building Area Offices, and Project Offices.

Section 7. RESTRAINT: There will be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Agreement and the CSRA, or against any employee for filing a complaint or acting as a witness under this Agreement, the CSRA, or applicable regulations.

Section 8. COMMITTEES: The Employer will afford an opportunity to the Union to name one representative to District Committees which deal with personnel practices and procedures, and working conditions which affect members of the bargaining unit directly or indirectly and which do not infringe on management rights protected in Section 7106(a). Committees will include, but not be limited to, ACOE (observer), Training (member), Safety (member), Wellness (member), Leave Sharing

(member), Incentive Awards (observer), and TAQ (Pres, member).

ARTICLE VII – ORIENTATION AND INFORMATION TO EMPLOYEES

Section 1. ORIENTATION OF NEW EMPLOYEES: All new employees shall be informed by the Employer that the Union is the Exclusive Representative of employees in the Unit. Each employee upon inprocessing shall receive a copy of this Agreement from the Employer, together with a list of the officers and representatives of the Union. The Union President or designee will be furnished the name, job title, grade, position and entry on duty date (EOD) of all new bargaining unit employees on a monthly basis or as appropriate. Representatives of the Union shall be afforded a period of time, to be mutually agreed upon, to speak at orientation sessions for new employees, and to provide such employees with an introduction to the purpose, goals and achievements of the Union.

Section 2. MEMORANDUM OF AGREEMENT: The official file copy and any supplements or amendments thereto will be maintained in the MER Branch of the Human Resource Office. A copy of this Agreement, and any supplements or amendments thereto, will be maintained in the District Library. One copy will be furnished to each supervisor and employee in the Unit, and the Union will be furnished fifty copies.

ARTICLE VIII – HOURS OF WORK

Section 1. BASIC WORK REQUIREMENT, NORMAL, AND ADMINISTRATIVE WORKWEEK: The basic work requirement for full-time employees consists of eighty hours within the bi-weekly pay period. The normal workweek is between 0730 10 1615,

Monday through Friday. The administrative workweek begins at 0001 Sunday and ends at 2400 the following Saturday.

a. TOUR OF DUTY. The designated hours during which an employee must complete his or her basic work requirement. The tour of duty is between 0600 and 1800 Monday through Friday. With prior supervisory approval, an employee's tour of duty may include Saturday and/or Sunday. Employees involved in performance of work or other activity, at a designated meeting place, which is an integral part of the employee's job, including but not limited to, picking up tools, loading equipment or receiving instruction, shall be considered as having commenced the work day. Employees involved in performance of work or other activity, at a designated return point at the end of the assignment which is an integral part of the employee's job, including but not limited to, unloading tools and equipment, and receiving instructions, shall be considered as being in a duty status.

b. CORE TIME. The designated time band during which all employees must be on duty unless in an approved leave status. Core hours are between 0830 and 1130 and between 1300 and 1500. Employees must work core hours at least four days per week (Monday through Thursday) unless in an approved leave status.

c. WORK SCHEDULES. Each employee will be established a fixer or alternate work schedule preference with his or her supervisor. If a supervisor denies an employee's requested work schedule, the supervisor will provide written explanation to the employee. The employee may grieve a supervisor's denial of a requested work schedule. The Employer will maintain a centralized file of work schedule denials. Union officials may review this information upon request.

d. EXCEPTIONS. Nothing in this Article shall limit other optional work schedules or work accommodations for employees with exceptional personal circumstances, e.g. extenuating medical or family related concerns. The parties agree that part time schedules and job sharing are viable alternatives to full time employment.

Section 2. ALTERNATIVE WORK SCHEDULES (AWS): The parties agree that AWS (Flexitime and Compressed Work Schedules) may be used District-wide according to 5 USC, 6120-6133 and the following approved schedules.

a. FLEXTIME: Flexitime is a working-time pattern whereby an employee can, on a daily basis and within specific limits, start and finish work at his or her discretion, as long as the person completes the total number of hours required for a given time period. It is a flexible schedule in which the employee may vary the length of the workweek as well as the workday. Employees on Flexitime may earn, accumulate, and use credit hours as described below. Flexitime consists of flexible starting time, flexible midday, and flexible quitting time built around core hours.

(1) FLEXIBLE STARTING TIME (FST): A time band within which an employee may start the workday at his or her discretion.

(2) FLEXIBLE MIDDAY (FM): A time band in the middle of a workday during which an employee is able to exercise options at his or her discretion, e.g. to work, to take lunch, to exercise, or to engage in off-the-job activities.

(3) FLEXIBLE QUITTING TIME (FQT): A time band within which an employee is able to end the workday at his or her discretion.

b. COMPRESSED WORK SCHEDULE: A compressed schedule during which the employee works eight, nine hour days at one eight hour day (5-4/9). The employee establishes a fixed schedule with his or her supervisor, identifying a daily starting and ending time, a scheduled short day, and a day off. Days off are limited to Fridays, however supervisors may approve changes when necessary to meet work demands. Employees on a compressed schedule may not accumulate credit hours. Employees will not be required to modify their compressed schedule for periods of less than two weeks when on TDY or training. If the required activity impacts the normal day off, the employee will elect another day off within the same pay period.

c. ADDITIONAL GUIDELINES FOR AWS:

(1) First-line supervisors may make short term changes in individual AWS for mission essential requirements. Changes must be administered fairly and equitably in the work unit affected. Employees will be notified of the changes in writing in advance.

(2) The Employer will not adjust employees' AWS for the purpose of avoiding overtime, or other premium or extra compensation. The AWS will be administered fairly and equitably to all members of the bargaining unit.

(3) Flexitime schedules may be used by full-time or part time employees. Compressed schedules may only be used by full-time employees.

(4) Employees on Flexitime will record their hours on ENG Form 4704, Alternate Work Schedule Time Record, in accordance with ER 37-1-20.

Section 3. CREDIT HOURS: Credit hours means any hours which are in excess of an employee elects to work so as vary the length of a work week or a work day. Any hours worked in excess of the basic work requirement that are not overtime or compensatory time (comp time) are defined as credit hours. Credit hours are worked for the convenience of the employee with approval of the supervisor.

a. CREDIT HOUR ACCUMULATION: Employees may earn credit hours in fifteen minute increments. Credit hour accumulation for full-time employees is limited to twenty-four hours per period. With prior supervisory approval, a maximum of eight credit hours per pay period may be worked on Saturday and/or Sunday. Twenty-four hours is also the maximum which can be carried over to a succeeding pay period. It is the responsibility of each employee to insure that total credit hour accumulation does not exceed twenty-four hours as the excess will be forfeited. Part-time employees may also accumulate credit hours, however they may not accumulate more than one fourth of the hours in their bi-weekly work requirement. For example, a part-time employee with a work requirement of forty hours every two weeks may not accumulate and carry forward more than ten credit hours.

b. CREDIT HOUR USAGE: Use of credit hours is restricted to that which has been previously earned. Employees may use accumulate credit hours in fifteen minute increments. Use of credit hours requires prior supervisory approval.

Section 4. LUNCH AND REST BREAKS.

a. The lunch period will be thirty to ninety minutes and will be taken between 1130 and 1300. The lunch period for survey employees, including small craft operators, engaged in hydrographic surveys, will be of twenty minute duration, which will be counted as time worked for which compensation is permissible. This 20-minute-or-less lunch period is applicable only during field operations.

b. each employee is authorized one fifteen minute rest break midway through each half of the normal work day, work permitting. In addition, one fifteen minute rest break is authorized during each four hour period of overtime worked.

Section 5. HOLIDAYS:

a. To the extent practical, the Parties believe that all employees should have the opportunity to observe all legal holidays. When circumstances require employees to work a holiday, they will be notified as far in advance as possible. Every effort will be made to keep holiday work to a minimum.

b. Employees needed to work on a holiday will be selected from volunteers of the employees normally performing the required work. If there are no volunteers, employees will be assigned by the supervisor. Employees will be paid the appropriate premium rate.

c. Employees whose personal religious beliefs require the abstention from work during certain scheduled work periods may work, with supervisor's approval, excess hours for credit or compensatory time as appropriate in order to be off work at the required times. To the extent practical management will accommodate the employee's needs in these cases.

Section 6. SHIFT WORK: Shift work only applies to employees at the Brazos River Floodgates and the Colorado River Locks. Whenever a change in the hours of work shifts currently in effect is under consideration, the Employer agrees to consult with the Union prior to making the change. When changes are to be made to an individual's tour of duty or hours of duty, 48 hours advance notice will be given to the employee, except in case of an emergency or when the Employer determines that the agency would be seriously handicapped carrying out its functions or that costs would be substantially increased. Due consideration shall be given as employee's request for tour or shift assignment and rotation cycle. When practicable, the two days off outside the basic workweek will be consecutive. Posted work schedules will be kept current to include known overtime.

Section 7. OVERTIME:

a. Overtime hours are premium pay hours worked in excess of the normal daily or bi-weekly work requirement. GS employees may request whether to earn overtime pay or compensatory time. WG employees are limited to overtime pay.

b. Supervisors shall not assign overtime work to employees as reward or penalty. The opportunity to work overtime will be equitably distributed among qualified employees in accordance with their particular skill or specialized training in the most cost effect manner possible.

c. The Employer will maintain records of overtime worked. These records will be provided to the Union on request. All overtime requests shall be properly documented.

d. Employees will normally be informed two days in advance when overtime is required. Employees who are called back to

work shall be paid only for the time they work, but will in no case be paid for less than two hours.

e. Employees on training or on detail shall receive equal consideration for overtime work in their regular positions. Employees shall not be denied the opportunity to work overtime because they have taken leave during the same week.

f. Whenever possible, travel will be scheduled during the employee's regular tour of duty. Official travel performed outside of the regular tour of duty will be compensated in accordance with the Fair Labor Standards Act of Title 5, USC, whichever applies.

ARTICLE IX – TRAINING AND DEVELOPMENT

Section 1. EMPLOYEE DEVELOPMENT: The parties agree that an employee's efficiency and productivity can be enhanced through training and both will cooperate to encourage employees in efforts of self improvement.

a. The Employer may pay the expenses (tuition, fees, books, and supplies) of developmental efforts when the training meets the following requirements--

(1) The request for training is made in writing in accordance with applicable regulations.

(2) The training is directly related to the employee's performance in his/her present career field.

(3) Approval is obtained before the beginning date of the training (request should be made three weeks in advance).

(4) The training requested must be within existing regulations.

b. The Parties agree that employees shall be given the opportunity for individual development through training consistent with mission needs and budget requirements.

c. All employees are encouraged to develop and maintain an Individual Development Plan (IDP) in conjunction with their supervisor. The IDP is a flexible plan that is intended to help each employee to identify his or her training and development goals. Although IDP's are not mandatory, they serve to assist each individual and his or her supervisor in planning, funding, and accomplishing training. Individuals may review and update their IDP's whenever necessary, but at least annually.

d. The Leadership Development Program (LDP) is a voluntary program to assist the employee and management in self-development of the individual to expand and enhance their contribution to the District's Mission. Employees are encouraged, but not required to participate. Enrollment forms, computer assessments and counseling required for participation in the LDP may be completed on duty time.

Session 2. TRAINING:

a. Job training required by the Employer, as distinguished from training for which the employee voluntarily applies, shall normally be accomplished on duty time. Neither classroom training nor related assignments are compensable as overtime. Correspondence courses, not a part of a normal training program, will be completed on the employee's own time. Correspondence courses required and approved by the Employer may be completed on duty time.

b. It is agreed that members of the Unit may discuss the availability and need for training with their supervisor. If the need

arises, training needs may also be discussed with a Human Resources Office representative. The Employer retains the right and responsibility to make final determinations of all training needs.

c. Employees are responsible for taking full advantage of the developmental opportunities made available to them and for applying the knowledge and skill gained to their jobs.

d. Records. Employees may request a copy of their training history from their immediate supervisor.

e. Training programs available to employees will be maintained by training coordinators designated in each office/division. Out of cycle training brochures/flyers will be distributed to training coordinators for circulation within each office/division.

f. The Union may nominate one person to be appointed to the Employer's training committee.

ARTICLE X – TRAVEL

Section 1. TRAVEL CONDITIONS: To the maximum extent practicable, management will schedule travel time within an employee's regularly scheduled hours of duty in connection with official travel. When such scheduling is not practicable, the supervisor will furnish the employee, upon request, a copy of the record of his reasons for ordering the travel at other hours. Transportation may be authorized by Government vehicle, Government aircraft, privately-owned conveyance, common carrier, or by a combination of any of the modes named. The desire of the employee as to the mode of transportation to be used in performing official travel will be given consideration to the extent provided by regulations. An employee shall not be required

to travel in Government aircraft or nonscheduled commercial aircraft without his consent unless:

(1) Required as part of the conditions of the employee's assignment.

(2) Necessary for the accomplishment of the mission, or when air is the only mode available; or

(3) Unless medical air evacuation is necessary.

Section 2. ISOLATED WORKSITED: Travel between official duty station and isolated worksites will be provided by the Employer. When an employee is required to provide his own transportation in these situations, he will be reimbursed to the extent provided by regulations.

~~Section 3. TRAVEL ADVANCE: TDY travel advances for employees identified as frequent travelers will be in accordance with ER 55-1-2 and SWGOM 55-1-1. Frequent travelers may request up to 100% of meals and incidentals and 100% of other excluding rental car. A frequent traveler is one who makes two or more trips per fiscal year. Exceptions to this policy may be made by the District Finance and Accounting Officer when a hardship situation for the traveler exists. All travelers who do not meet the travel requirements of a frequent traveler are considered non frequent travelers and may be issued the maximum allowable travel advance under ER 55-1-2. The maximum allowable travel advance is limited to 80% of the per diem rate(s) applicable to the employee's TDY point(s) plus 100% of other reimbursable expenses not payable by the government sponsored charge card. Survey crews are considered non-frequent travelers for travel advance purposes. See TAB H~~

Section 4. RENTAL CARS: Rental cars may be authorized for travel in areas where government vehicles or adequate public transportation are not available. Rental cars will be utilized in accordance with applicable regulations.

Section 5. CARPOOL/VANPOOL: The Employer will investigate the feasibility of establishing "carpool/vanpool" and similar services for District employees.

ARTICLE XI – LEAVE

Section 1. ANNUAL LEAVE:

a. The Employer agrees that in January of each year employee leave requests for annual vacation and other purposes will be scheduled. The vacation period shall be for not less than 2 weeks, unless the employee requests a shorter period. In arranging vacation schedules, efforts will be made to grant employees their desired schedule. Any conflicts in desired vacation periods will be resolved by the responsible supervisor. Supervisors should insure that annual leave is scheduled so as to prevent any loss at the end of the year leave. Once an employee has made his/her selection, he/she will be permitted to change his/her selection only when such change will not disturb the choice of another employee and is acceptable to the supervisor. When any unforeseen problem arises that prevents an employee from taking his/her scheduled leave, the employee and his/her supervisor will agree on a new leave schedule.

b. Use of annual leave is subject to prior approval of the appropriate supervisor. However requests of an emergency nature will be considered on an individual basis. Unforeseen circumstances of a personal nature may prohibit an employee from requesting and obtaining prior approval for his/her absence. In such cases, the employee is responsible for notifying his/her

supervisor within a time span consistent with the nature and degree of the emergency. Subsequent approval of annual leave for such an absence is a supervisory decision.

c. Annual vacations for newly-assigned employees will be scheduled as soon as possible after reporting. Such schedules shall not disturb the established leave schedule of other employees in the unit.

Section 2. SICK LEAVE: The parties recognize the importance of sick leave and the obligation of each employee, as well as the advantage to him/her, to use it properly. The Employer will not require medical certification to support an application for sick leave of three days or less. Sick leave of more than three days must be supported by a physician's statement or by a written statement from the employee explaining the nature of his/her illness. A supervisor may require a medical certificate if there is a pattern of sick leave abuse. Advance written notice will be given to the employee when such a certificate is requested. Such notice will be coordinated with the Management- Employee Relations Branch of the Personnel Office prior to delivery to the employee. An employee may be placed, if requested, on sick leave whenever absent from work because of physical or mental incapacitation which prohibits the performance of his or her official duties. Sick leave may also be used for dental, medical or optical examination or treatment, for exposure to a contagious disease which would endanger the health of co-workers, or to give care and attendance to a member of the immediate family who is afflicted with a contagious disease which requires quarantine.

Section 3. ADVANCED SICK LEAVE: In cases of serious illness or disability, sick leave up to thirty days may be advanced to employees. Request for advanced sick leave will be in writing, indicating the need and supported by a doctor's statement stating such need and the approximate number of days needed. The

requests will be submitted through supervisory channels to the Division or Office Chief for consideration.

Section 4. ADMINISTRATIVE LEAVE:

a. Voting on Election Days: All personnel are encouraged to exercise their right to register and vote. Accordingly, employees will be excused in accordance with SWFOM 690-1-36, dated 31 Oct 1991.

b. Unusual Climatic Conditions: Employees who are prevented from reporting for work due to extreme weather conditions may be granted administrative or excused leave in accordance with governing regulations.

c. Work Interruptions: Employees who are prevented from working due to interruptions or suspension of normal work operations will be assigned to other work if at all possible. If other work is not available, the employees will be excused or placed on leave in accordance with the current policy.

d. Blood Donation: All employees who volunteer as blood donors, without compensation, to the American Red Cross, to military hospitals, other blood banks, or respond to emergency calls for needy individuals, will be authorized a maximum of 4 hours excused absence immediately after the blood donation. A longer period may be authorized only when required to recuperate.

Section 5. COURT LEAVE: A full-time employee who is summoned for jury duty or subpoenaed as a witness for the United States shall be paid at his/her basic rate for the time required from his/her normal work schedule to perform such duties. Any witness fees received from the court for appearance as a witness shall be delivered to the Employer. Fees to

reimburse jurors for expenses are to be retained by the employee. Evidence of time served will be presented to the Employer. This paragraph refers to duty or service in any Federal, State or Municipal court.

Section 6. LEAVE WITHOUT PAY: Managers should administer leave policies equitably and reasonably. It is the intent of Management to administer leave for parental and family responsibilities in a manner that is compassionate and flexible for the employee. Leave without pay will be administered in accordance with SWFOM 690-1-36, dated 31 Oct 91.

Section 7. MILITARY LEAVE: Employees who are members of the National Guard or Reserves will be granted military leave in accordance with applicable regulations.

Section 8. PARENT AL LEAVE:

a. It is the intent of Management to administer leave for parental and family responsibilities in a manner that is compassionate and flexible for the employee. Parental leave will be administered in accordance with Appendix C, SWFOM 690-1-36, 31 Oct 91. Confinement subsequent to delivery is defined herein as the period required for physical recuperation, emotional bonding, and primary infant care. Limitations to confinement will be agreed upon between employee and supervisor based on essential mission requirements balanced with the needs of the employee.

b. The expectant employee can, at her request, hold a meeting with her immediate supervisor at which time one designated member of Management and the Union will provide a standardized explanation of her leave options, administrative responsibilities, and entitlements. Such a voluntary meeting is intended for information dissemination and exchange. Parental

leave is the use of annual leave or leave without pay for paternal reasons and for adoptive parents. Absences for parental leave require the same approval as leave for other reasons.

Section 9. INCREMENTS OF LEAVE: Annual leave, sick leave, and leave without pay may be taken in fifteen minute increments.

Section 10. FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA): (See TAB A3)

a. Management will administer the FMLA in a fair and equitable manner.

b. Leave without pay under the FMLA is in addition to annual leave, sick leave, advanced annual or sick leave, other leave without pay, leave made available to an employee under the voluntary leave transfer and leave bank programs, and compensatory time off or credit hours available to an employee. An employee must obtain approval and/or meet statutory requirements to take additional leave or other periods of paid time off.

c. Leave will be administered in accordance with the procedures layout in SWFOM 690-1-36, date 31 Oct 91.

ARTICLE XII – NEGOTIATIONS

Section 1. PURPOSE: Both parties to this Agreement have the responsibility of conducting their negotiations in good faith and otherwise in such manner as will further the purpose of Title VII, CSRA, and the mission of the Galveston District. Both parties agree to make every reasonable effect to resolve all differences which arise between them in connection with the administration of this Agreement. Both parties agree that negotiations in good faith include the obligations set forth in Section 7114(b) of Title VII, CSRA.

Section 2. SCOPE: Subjects appropriate for negotiation are conditions of employment as defined in Section 7103(a) (14) of Title VII, CSRA. It is understood that the obligation to negotiate does not compel either party to agree to a proposal or to make a concession. No obligation exists for the Employer to negotiate on the reserved management rights set forth in Article IV of the Agreement. The Employer and Union shall, however, negotiate procedures or appropriate arrangements for employees adversely affected by exercising authority under those reserved rights.

Section 3. NEGOTIABILITY QUESTION: The Union has the right to proceed on a negotiability question to the Federal Labor Relations Authority in accordance with Title VII, USC, Section 7105(a)(2)(E) and the regulations of the authority and Sections 7117(a)(b)(c) of Title VII, USC.

Section 4. NEGOTIABILITY DISPUTES: Reasonable efforts will be made by both parties to resolve disputes as to the negotiability of proposals. If the issue cannot be resolved by the parties, provisions of Title VII of the Civil Service Reform Act of 1978 may be applied. If the negotiability dispute concerns a rule or regulation, other than a Federal law, Executive Order, or Government-wide rule or regulation, provisions of Section 7117(a) and (b), Title VII, CSRA, as applicable on "compelling need" may be applied.

Section 5. IMPASSES IN NEGOTIATIONS:

a. When the Employer or the Union reach an impasse on a negotiable matter, either or both parties may seek the services of the Federal Mediation and Conciliation Service.

b. Within seven calendar days after either or both parties conclude that the services of mediation did not resolve the

impasse, either party may seek the services of the Federal Services Impasse Panel, which may direct other methods for resolution of the impasse.

c. The above does not preclude either party from presenting, in the interest of reaching an agreement, a substantive counter-proposal at any stage in this procedure.

d. The cost of third party service, if any, will be shared equally by both parties.

Section 6. INITIAL NEGOTIATION PROCEDURES: Negotiating sessions requested by either party shall state the specific subject matter to be considered at such sessions. The following procedures shall be utilized.

a. Management and Local No. 33 negotiators shall meet in equal numbers and on official time to negotiate over proposed changes. Prior to negotiations, parties will establish mutually agreeable ground rules, including such items as hours of negotiation and number of people involved in such negotiations.

b. A chairperson and alternate chairperson will be designated in writing for each negotiating committee. The chairperson of each will speak for the respective committee. Other members may speak with the approval of the chairperson.

c. Names of the members on each negotiating committee will be exchanged formally by the parties in writing no later than seven calendar days prior to the beginning of negotiations. Any changes regarding committee membership will be submitted to the other party no later than one day prior to the next negotiating session.

d. Employees preparing for and negotiating during regular duty hours on behalf of the Union shall be on official duty time, if otherwise in a duty status.

Section 7. OTHER NEGOTIATIONS/BARGAINING: Mid-Contract and Impact Bargaining Sessions and preparation shall be conducted on official time. Such bargaining is considered a part of the Union's duty to represent employees during the life of the Agreement. Travel and per diem for Union negotiators will not be paid by management. Upon reaching Agreement on all articles, the agreement shall be signed by the members of both negotiating committees, ratified by the Union members in a manner prescribed by the Union and, upon ratification, signed by the Union President and the District Commander. Subsequent review by agency higher headquarters will not exceed thirty days.

Section 8. CHANGES IN PAST PRACTICE: Proposed changes in past practices of the Employer pertaining to personnel policies, procedures or matters affecting the working conditions of bargaining Unit employees, shall be recognized as a reason for requesting negotiations.

ARTICLE XIII – GRIEVANCE PROCEDURE

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

a. Grievance means any complaint--

(1) By any employee concerning any matter relating to the employment of the employee;

(2) By any labor organization concerning any matter relating to the employment of any employee; or

(3) By any employee, labor organization, or agency concerning--

(a) The effect or interpretation or a claim of breach, of a collective bargaining agreement; or

(b) Any claimed violation; misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment;

b. Except that it shall not include a complaint concerning;

(1) Any claimed violation relating to prohibited political activities; or

(2) Retirement, life insurance, or health insurance or

(3) A suspension or removal for national security reason, Section 7532; or

(4) The classification of any position which does not result in the reduction in pay or grade for the employee.

(5) Any examination, certificate or appointment.

(6) Non selection from a group of properly ranked and certified candidates.

Section 2. RESOLUTION: This negotiated procedure shall be the exclusive procedure available to the Union and the employees in the bargaining unit for resolving such grievances except as provided in Section 3 of this Article.

Section 3. AGGRIEVED EMPLOYEES: An aggrieved employee affected by discrimination, a removal or reduction in grade based on unacceptable performance or adverse action may at his/her option raise the matter under a statutory appellate procedure or the negotiated grievance procedure, but not both. For the purposes of this section and pursuant to Section 7121(e)(l) of the Civil Service Reform Act, the employee shall be deemed to have exercised his/her option under this section only when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

Section 4. DISPUTES: Disputes on the grievability or arbitrability of an issue shall be resolved in accordance with the provisions of this Agreement. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure shall be executed at Step 3. Disputes over grievability or arbitrability which are not settled at Step 3 will be referred to arbitration as a threshold issue in the related grievance.

Section 5. SETTLEMENT: Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by management and the aggrieved party(s) to settle disputes at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization. Reasonable time during working hours will be allowed for employees and Union representative to discuss, prepare for and present grievances, including attendance at meeting with Employer officials.

Section 6. GRIEVANCE PROCESS: The Union will initiate the grievance with the first supervisory level that may adjudicate the grievance.

GRIEVANCE STEPS ARE AS FOLLOWS:

Step 1. The grievance shall first be presented in writing, in the format shown, by the concerned employee or Union representative to the appropriate supervisor. Grievances must be presented within twenty calendar days from the date the employee became aware of the situation. An employee may grieve at any point an on-going situation which is not related to a

specific identifiable action. The supervisor will give his/her written decision within fifteen calendar days after the receipt of the grievance.

Step 2. If the matter is not satisfactorily settled in Step 1, the grievant may, within fifteen calendar days after receipt of the Step 1 decision, submit the matter in writing to the next appropriate supervisor. The appropriate supervisor shall give the Union representative a written answer within fifteen calendar days.

Step 3. If the grievance is not settled at Step 2 above, the grievant may, within fifteen calendar days, forward the grievance to the District Engineer for further consideration. The District Engineer will consider the grievance and give his written decision within fifteen calendar days after receipt of the grievance.

Step 4. If the grievance is not satisfactorily settled at Step 3, the Union or the Employer may refer the matter to arbitration. All time limits in this Article may be extended by mutual consent. Failure of the Employer to observe the time limits shall entitle the Union to advance the grievance to the next step. Failure of the Union to observe the time limits shall constitute termination of the grievance.

Section 7. UNION PROCEDURE: Grievances which may impact across organizational lines and involve more than one employee may be submitted in writing by the Local President (or designee) directly to the District Engineer within twenty calendar days after the date of the situation. The Union may grieve at any point an ongoing practice which is not related to a specific identifiable action. The District Engineer and the Local President will meet within fifteen calendar days after receipt of the grievance to discuss the grievance. The District Engineer shall give the Local President his written answer within fifteen calendar days after the meeting. If the grievance is not settled by this method, the Union may refer the matter to arbitration. Nothing herein will preclude either party from attempting to settle such grievances informally.

Section 8. MANAGEMENT PROCEDURE: An Employer grievance over the interpretation or application of this Agreement will be submitted by the Commander, in writing to the Local President within twenty calendar days after the date of the occurrence of the incident or decision giving rise to the grievance. The Local President will meet with the Commander or his designee, within fifteen calendar days of his receipt of the grievance and attempt to resolve the dispute. As appropriate, the Local President will notify the Commander or his designee of his decision in writing within fifteen calendar days of the meeting.

NEGOTIATED GRIEVANCE FORMAT

SECTION 1

1. Name of aggrieved, position title, grade, and organization (if several attach list) or Union:

2. This grievance involves the alleged misinterpretation, misapplication or violation of: (cite Labor-Management Agreement Article(s), Agency directives etc.)

3. Nature of the grievance as it affects the Union or employee(s) (describe the occurrence or condition or the way in which the agreement or policy has been allegedly misinterpreted, misapplied, or violated which gives rise to this grievance). Include the name of the responsible management official(s), if known: (Additional pages may be used and documentation attached as necessary.)

4. Corrective Action Desired:

5. _____

(Name, Title, Address and Phone Number) is hereby designated as the representative in this grievance.

Signature Date

Contacted appropriate Management Official

// YES // NO Date _____

GRIEVANCE FORMAT (Con't)

SECTION 2

FIRST STEP:

DATE RECEIVED: _____

The following is my decision on the grievance described in section 1 of this form. (Additional pages may be added as needed).

SIGNATURE

POSITION TITLE

DATE

SECOND STEP:

DATE RECEIVED: _____

The following is my decision on the grievance described in Section 1 of this form. (Additional pages may be added as needed).

SIGNATURE

POSITION TITLE

DATE

GRIEVANCE FORMAT (Con't)

SECTION 3

FOR USE BY HEAD OF ACTIVITY:

Date grievance received: _____

The following is my decision on the grievance described in Section 1 of this form. (Additional pages may be used as necessary).

SIGNATURE

POSITION TITLE

DATE

SECTION 4

FOR USE BY THE PRESIDENT OR ACTING PRESIDENT OF THE UNION:

The decision is not acceptable for the reasons given below. (Additional pages may be used as needed) The grievance shall be submitted to arbitration in accordance with ARTICLE XIV of the Agreement.

SIGNATURE

DATE

PRESIDENT LOCAL NO. 33.

ARTICLE XIV – ARBITRATION

Section 1. POLICY: If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within thirty calendar days after issuance of the final decision, may be submitted for arbitration.

Section 2. ARBITRATOR SELECTION: Within ten calendar days from the date of receipt of the request for arbitration, the Employer and Union shall meet to select an arbitrator. If the parties cannot agree on an arbitrator, either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five impartial persons qualified to act as arbitrators. The parties shall meet within fifteen calendar days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will alternate in striking one arbitrator's name from the list. The remaining person shall be the duly selected arbitrator. The party to strike first will be determined by the flip of a coin.

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

- a. Either party refuses to participate in the selection of an arbitrator.
- b. Upon inaction or undue delay on the part of either party.

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

Section 5. ARBITRATOR'S FEES: The arbitrator's fee and all expenses of the arbitration, if any, shall be borne by the losing party. In cases where there is no clear cut decision favoring one party or the other, then the decision on who will bear the cost shall be made by the arbitrator. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the workweek. All participating in the hearing shall be in a duty status if otherwise in a duty status.

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

Section 7. AWARD: The arbitrator's award shall be binding on the parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority and Section 7122 of the Civil Service Reform Act. The filing of an exception is just basis for delaying implementation of the award until the exception is acted upon by the Authority.

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

Section 9. MUTUAL AGREEMENT: If mutually agreed by the parties, arbitration under this Article may be conducted as an oral procedure with no verbatim transcript and no filing of briefs.

Section 10. HEARINGS: An arbitrator may hear arguments regarding both the arbitrability where necessary, and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

Section 11. REPRESENTATION: Only the Union or the Employer will decide who represents them under this Article.

Section 12. ARBITRATOR'S AUTHORITY: The arbitrator shall have the authority to resolve any questions of arbitrability and to interpret and define the explicit terms of this Agreement and misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment as necessary to render a decision. The arbitrator shall have no authority to add or modify any terms of this Agreement or district policy.

ARTICLE XV – REDUCTION-IN-FORCE

Section 1. POLICY: Prior to official notification of employees, the Union will be notified as far in advance as practicable on any pending Reduction-in-Force (RIF) action. The Union may then request impact bargaining if appropriate. This notification will, to the extent of the information available, state the grade levels and the number of positions abolished, the proposed date, and the reason for the action. Four hours of RIF Training will be provided to Union Officials as soon as practicable, but, in no case later than thirty calendar days after this notification.

Section 2. PROCEDURES:

a. The Employer agrees to furnish the Union a copy of each reduction-in-force notification letter issued to employees involving positions in the Unit.

b. The Employer agrees that every effort will be made to minimize the impact of a reduction-in-force through consultation with the Union, dissemination of information to affected employees, out-placement assistance, and, if appropriate, request

early out authority from the Office of Personnel Management (OPM).

c. The Employer agrees that all employees identified to be affected by RIF will be given the following placement assistance:

(1) The best possible job offer under the RIF regulations.

(2) Registration in the DOD Priority Placement Program or the DOD Placement Program for Employees Under Grade Retention, as appropriate.

(3) Entry on the Reemployment Priority List for separated DA employee in the commuting area.

(4) Registration in the OPM Displaced Employee Program.

(5) Local Outplacement Assistance to include contacts with Federal agencies outside DOD, Chamber of Commerce, and other civic organizations, state employment office, labor organizations, professional societies, and private industry employers.

ARTICLE XVI – CONTRACTING OUT

Section 1. POLICY: It is understood that decisions regarding contracting out of work are areas of discretion of the Employer and higher authority. The Employer will notify the Union of functions proposed for study under the Commercial Activities Program (A-76). Every thirty calendar days or as appropriate the Employer and the Union will meet to discuss the progress of initiatives under the OMB Circular A-76 process. The Union may provide comments regarding personnel policies and practices and matters affecting working conditions relating to that function during development of the Performance Work Statement (PWS)

and the management study phase of the CA process. The Employer will make a copy of the Invitation for Bid (IFB) or Request for Proposal (RFP) for contractual services available to the Union for review.

Section 2. PROCEDURES:

a. The Employer agrees to inform the Union as early as practical prior to issuance of an invitation for bids for any contracting out of work that may result in displacement of employees. The Employer will keep the Union informed of substantial developments and refinements during the formulation of the invitation for bids. The Union will receive two copies of the invitation for bids and any changes thereto.

b. All actions to study or implement contracting out of work now performed in house will be in accordance with appropriate regulation.

c. The Employer and the Local agree to cooperate to minimize the impact on employees when a function is contracted out.

d. If the Union decides to appeal the decision, such appeals will be processed using the administrative appeals procedure provided by the Federal Acquisition Regulation, or OMB Circular A-76.

e. Bargaining unit members displaced as a result of conversion to contract will be given the right of first refusal for positions with the contractor for which they are qualified.

Section 3. GENERAL: The parties agree that the provisions of this Article are provided for the information of all supervisors and bargaining unit members. Laws and regulations concerning contracting out of commercial activities change frequently. The

parties agree to be bound by changes in law and government wide regulations. Potentially impacted employees are encouraged to contact the Union for current information.

ARTICLE XVII – JOB CLASSIFICATION

Section 1. AGENCY COMPLAINTS AND APPEALS: When an employee alleges inequities in his job title or grade, he/she shall be furnished information on complaints and appeal rights and procedures. He/she has the right to select a representative of his or her choosing in discussing the matter with management when presenting a formal position classification complaint or appeal.

Section 2. NOTIFICATION: The Union shall be notified fifteen calendar days in advance when it is determined that a classification action to be taken will adversely affect the pay or status of a group of employees in the unit of recognition.

Section 3. APPEALS: General Schedule employees may appeal their classification directly to the Office of Personnel Management, or they may first file the appeal through the agency and then to the Office of Personnel Management. Wage Grade employees must first file their claim with the agency. It can later be appealed to the Office of Personnel Management.

Section 4. OTHER DUTIES AS ASSIGNED: The phrase "performs other duties as assigned" will not be used to require employees on a regular or recurring basis to do work unrelated to their basic assignment or job description.

ARTICLE XVIII -TOTAL ARMY PERFORMANCE EVALUATION SYSTEM (TAPES) (TAB B)

Section I. GENERAL. All employees in the Bargaining Unit will be evaluated, at a minimum, on an annual basis under TAPES. The

system will, to the maximum extent possible, permit the accurate evaluation of job performance on the basis of objective criteria. These criteria may include the extension of courtesy demonstrated to the public, as related to the job in question. Training on TAPES will be provided, as deemed necessary by Management or the Bargaining Unit.

Section 2. INDIVIDUAL PERFORMANCE STANDARDS AND EMPLOYEE PARTICIPATION. Employee participation is highly encouraged in the development of his or her Individual Performance Standards, Base System, DA Form 7223-1 or Senior System, DA Form 7222-1. The rater's signature on this form indicates that the employee has been given the opportunity to take part in developing the individual performance standards and that these standards have been discussed with the employee. All individual performance standards must be attainable and allow opportunities for ratees to exceed the successful level on each individual performance standard. These individual performance standards must reflect duties in your job description. Employees will receive a copy of the standards by which their performance will be measured within thirty days of the beginning of a rating period, entrance in a new position, or change in immediate rater. The rating periods will be as follows:

Base System	GS-01 – GS-08	1 Feb – 31Jan
Senior System	GS-09 – GS-12	1 Nov – 30 Oct
Senior System	GS-13 and above	1 Jul – 30 Jun 1 Oct – 30 Sep

If an employee is detailed for more than 120 days they must be given a new set of individual performance standards within thirty days of detail, unless supervisor is physically unavailable.

a. The employee's signature does not necessarily mean that the employee agrees with the individual performance standards.

Should the employee not agree with his or her individual performance standards as developed, that employee may decline to sign the form and may appeal the standards to the senior rater.

b. Rater and employees will develop and discuss the standards within thirty days of the beginning of the rating period and the rater will articulate what will constitute exceptional work on each individual performance standard. Appropriate regulations on TAPES will be made available to the employee upon request.

c. Individual performance standards may be added or delete during the year based on their relevance.

SECTION 3. APPRAISAL PROCESS: The evaluation of performance is a continuing process during which raters evaluate the work of employee and provide continuous feedback on their performance standards. The ratee in the Base System may submit, by the end of the rating period, to the rater a list of significant contributions which occurred during that rating period. Contributions from either system may include input from peers, co-workers, and customer who have direct knowledge of the ratees work. Factors not related to performance will not be a negative factor in an employee's performance appraisal.

a. **PROGRESS REVIEWS:** Employees or rater may initiate the scheduling of a mid-point review. At that time the rater should go over strengths and weaknesses. If an employee is performing at a less than successful level the employee will be so informed at least 120 days prior to the end of the rating period. The rating period may be extended to insure a total of 120 days. Guidance will be provided to assist in the improvement of the employee's performance to include progress reviews at the midpoint of the employees, rating periods, as a minimum.

b. **PERFORMANCE RATINGS:** Employees are entitled to the ratings that most accurately describes their performance during that particular rating period. When a Senior System employee has little or no opportunity to demonstrate performance on that individual performance standard a rating of "Not Rated (NR)" will be used. Employees are entitled to the overall performance rating level that most accurately describes their overall level of performance. When a rating cannot be completed at the end of the rating period, the period will be extended and a rating will be prepared as soon as possible. During any period of time when a new rating of record cannot be prepared or a previous rating extended, the employee's performance is assumed to be successful. Raters will not use any information in rating an employee's performance that is not made available to the employee being rated.

c. **GRIEVANCES:** Employees are not required to sign their performance ratings. Employees who are dissatisfied with their performance rating or other aspects of the performance appraisal process may file a grievance under the negotiated grievance procedure as stated in Article XIII.

Section 4. UNSUCCESSFUL PERFORMANCE: If an employee continues to perform at an unacceptable level after being given assistance and an opportunity to meet performance standards, rater may propose reassignment, reduction in grade or removal from the Federal Service. A thirty calendar day advance notice of the proposed action will be given to the employee. This notice will specify the individual performance standards and specific instances of unsuccessful performance by the employee on which the proposed action is based. The employee will have fifteen calendar days in which to appeal this proposal to the senior rater. If the senior rater's decision is to proceed with the adverse action, the employee may grieve the decision in accordance with Article XXI, Disciplinary and Adverse Actions. Any decision to take

action must be based on the specifics state in the proposal letter. If no action is taken and the employee' performance is successful for a one-year period, all records relating to the case will be destroyed. Raters may propose actions to correct unsuccessful performance at anytime during or at the end of the rating period.

Section 5. MEETINGS. Discussions of performance will normally be held in private. However, in the case of a meeting called t issue a letter citing the need to improve performance or issue letter proposing an adverse action, an employee will be advised prior to such a meeting that they are entitled to union representation.

ARTICLE XIX- MERIT SYSTEM PROMOTION, PLACEMENT AND DETAILS

See TABs A4, F, G3, and J

~~Section 1. GENERAL: All personnel actions involving career progression shall be consonant with the spirit and intent of the merit system and the Civil Service Reform Act. The Employer agrees that all placement actions will conform to the District's Promotion and Placement Policy.~~

~~Section 2. VACANCIES: Vacancies filled under the competitive promotion procedures will be publicized through the use of Position Vacancy announcements. The Union will be furnished a copy of all Galveston District Vacancy announcements for those positions covered by this Agreement.~~

~~a. When a position is to be filled under the provisions of the Merit Promotion Plan, it will be identified as to grade, title, organizational location, and whether permanent or temporary. If a position is announced as temporary, and the announcement does~~

~~not state that it may become permanent, the position will be announced if it does become permanent.~~

~~b. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be relevant to such positions.~~

c. Competitive promotion procedures will apply to selections involving transfer, reassignment, or reinstatement of job applicants from outside the bargaining unit.

~~d. The Employer agrees to post vacancy announcements on the Electronic Bulletin Board as far in advance of the closing date as possible.~~

~~Section 3. SUPERVISORY APPRAISALS: A supervisory appraisal of performance for use in evaluating the candidates will normally be obtained for each employee being considered for promotion. An applicant who has been under his immediate supervisor for less than ninety days, may also submit an appraisal from previous supervisors for consideration in the rating and ranking process. Employees are entitled to see supervisory appraisals of past performance which are used in considering him/her for promotion.~~

~~Section 4. AD HOC PANEL: Panels will be established in accordance with governing regulations.~~

~~Section 5. SELECTIONS: The selecting official may choose any candidate from the best qualified list. Referral of the best qualified list will not be made until a noncompetitive list of applicants entitled to priority consideration, i.e., repromotion, change to a lower grade or reassignment has been forwarded to the selecting official. If the selecting official does not choose one of those employees, the best qualified list will then be referred to~~

~~him/her. The referral list forwarded to the selecting official will list the name of applicants in alphabetical order. HRO will provide simultaneous written notification to applicants determined to be not qualified.~~

~~Section 6. NONSELECTED EMPLOYEE RIGHTS: Individuals who applied for a position but were not selected will be informed of such in writing by HRO within twenty one calendar days after the selected individual accepts the position. The following information about specific selection actions will be furnished to a non-selected employee 1Who personally requests it:~~

~~—a. Whether the employee was on the best qualified list referred to the selecting supervisor;~~

~~—b. Who was selected for the position; and~~

~~—c. Any employee, referred and non-selected, will be told by the selecting official why they were not selected and what the employee could do to increase chances for future promotion.~~

~~—d. The Union President Or his designee will be permitted to review the following non-confidential records used in the promotion process: promotion certificates, pertinent production records, and the selecting supervisor's reasons for his/her selection.~~

~~Section 7. REPROMOTION: An employee who is involuntarily reduced in grade and who is receiving pay, grade, or salary retention benefits shall be entitled to repromotion consideration for a period of two yearn from the effective date of their change to lower grade or until retention benefits cease, whichever period is longer.~~

~~Section 8. DETAILS:~~

~~—a. Manner: In the interest of effective employee utilization, details to positions or work assignments requiring higher or different skills will be based upon bona fide needs and will be consonant with the spirit and intent of this Article, applicable regulations, and the merit system. Details may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, or absences of personnel. Details may also be used pending official assignment of an employee to a vacant position, pending description and classification of a new position, for training and developmental purposes, and pending security clearance.~~

~~—b. Official Credit: Details in excess of thirty days will be recorded on a SF50. The SF50 will be filed on the permanent (right) side of the employee's Official Personnel Folder (OPF) and a copy of the SF50 is to be given to the employee.~~

~~—c. Intent: The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience. Selection for detail shall be based solely on a bona fide need of management and the ability of the individuals.~~

~~—d. Except for selections made under the competitive procedures, details to higher grade duties or a different line of work will be rotated to the fullest extent practicable.~~

~~Section 9. TEMPORARY PROMOTION: An employee temporarily placed in a higher graded position for thirty days or more shall normally be temporarily promoted.~~

Section 10. ADDITIONAL INFORMATION: Employees may use a reasonable amount of duty time and government equipment including typewriters, microcomputers, and copy machines to complete any forms, questionnaires, or other required information

requested by the Corps of Engineers for the purpose of rating or selection as long as such use does not interfere with mission accomplishment.

ARTICLE XX – AWARDS

Section 1. SUGGESTION AWARDS:

a. The parties agree that all employees in the Unit will be encouraged to participate in the suggestion program. It is the desire of the parties that all suggestions be processed in a timely manner.

b. A reason for rejection of suggestion will be made in writing by the appropriate authority. Upon request the employee will be afforded the opportunity to review the suggestion file.

Section 2. INCENTIVE AWARDS:

a. Restrictive percentages or goals will not be used so as to deny a deserving employee a justified award.

b. The criteria for awards is contained in SWFOM 672-1-6, a copy of which is maintained in the District library.

c. An employee who receives an award will be presented the award in a presentation at the worksite or during Engineer's Day ceremonies.

d. Time Off Awards (TOA) will be implemented in the Galveston District and administered in accordance with governing regulations. If local supplemented instructions are necessary, the Employer agrees to conduct I&I bargaining prior to implementation.

e. Any bargaining unit member may recommend another District employee for an incentive award. Information and appropriate procedures for doing this will be published and distributed in the District.

Section 3. NOTIFICATION OF AWARDS CEREMONIES: The Union will receive notification of planned award ceremonies.

Section 4. REPORTS: The Employer will provide a copy of the "Status of the Human Resources Management Program" as published to the Union. In addition, the Employer will provide a copy of the quarterly awards report prepared by the Incentive Awards Secretary.

ARTICLE XXI - DISCIPLINARY AND ADVERSE ACTIONS

Section 1. BASIS OF ACTIONS: Disciplinary and adverse actions taken by the Employer will be found equitable, based on reasonable cause, and be consistent with applicable laws and regulations. It is the policy of the Employer to impose the penalty applicable to the offense and that which will be expected to maintain discipline and morale among employees of the District.

Section 2. INVESTIGATIONS:

a. Counseling: The parties agree that counseling or verbal admonishment of Unit employees will be done in private.

b. Oral Admonishments and Unofficial Letters of Warning: These actions may be initiated by an employee's supervisor or by other appropriate authority. However, neither will be made a matter of record in the employee's official personnel folder.

Section 3. REPRESENTATION: All Unit employees have the right to Union representation at any examination of that employee by a

representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary or adverse action against the employee and if the employee requests said representation. Prior to a meeting between the employee and the supervisor the employee will be informed of the subject of the meeting.

Section 4. RIGHT TO REPLY: An employee will have the right to reply to any proposed disciplinary or adverse action in which a proposal letter is issued. That reply may be given orally or in writing within fifteen calendar days after receipt of the proposal. A written request for extension of the reply period may be submitted to the deciding official which states the length of the extension desired and the reasons for the request. The employee will be informed in writing by the deciding official whether or not an extension is granted.

Section 5. LETTERS OF REPRIMAND: A proposal letter is not issued for letters of reprimand. However, letters of reprimand will normally be preceded by or in conjunction with discussion between employees and supervisor. A letter of reprimand may be grieved to the next higher supervisor in accordance with the negotiated grievance procedure. Letters of reprimand may be removed after six months based upon supervisor/employee discussions. The supervisor is responsible for notifying the Human Resources Office of the decision to remove.

Section 6. REPLIES TO PROPOSED ACTIONS: The employee is entitled to Union representation in presenting a reply to a proposed disciplinary or adverse action or presenting a grievance or appeal to the Employer. The employee is responsible for notifying the Union and requesting representation. A copy of any proposal letter or any letter of reprimand disciplinary action letter will be given to the employee.

Section 7. DEFERMENT OF ACTION: In any disciplinary or adverse action subject to the negotiated grievance procedure, such action will not be effected against the employee until after a grievance decision is made by the District Engineer, if management has been informed that a grievance is in progress.

Section 8. GRIEVANCE OPTIONS:

a. If a bargaining unit member desires to contest a disciplinary or adverse action by means of the negotiated grievance procedure, he/she will initiate the grievance at the next step above the last decision rendered of the procedure contained in Article XIII, of this agreement except when the last decision was by the District Engineer. District Engineer decisions are the final step.

b. An employee affected by an adverse action under Section 7512 may at his/her option appeal the matter to the Merit Systems Protection Board (MSPB), under the appellate procedures of 5 USC 7701 or may grieve under the negotiated grievance procedure, but not both.

ARTICLE XXII - DUES WITHHOLDING

Section 1. PROCEDURE: The procedures for authorizing dues withholding will be as follows:

a. A member in good standing of the Union who is currently employed on a regularly scheduled tour of duty by the Corps of Engineers, is authorized dues withholding at any time during the life of this Agreement provided that his regular bi-weekly salary is sufficient to cover the amount of the deduction.

b. Dues are defined as the regular periodic amounts of money required to maintain the member in good standing in the Union Local.

c. All authorizations must be made on Standard Form 1187, approved for this purpose by the Corps of Engineers.

d. The President or other authorized officer of the Local will certify on each SF-1187 that the employee is a member in good standing in the Local, insert the amount to be withheld, and submit completed SF-1187's to the Central Payroll Office.

e. Deductions will be made beginning with the first pay period after the form is received in the appropriate payroll office and will be made in each subsequent pay period until termination as provided herein.

Section 2. DUES REVOCATION: The revocation and termination of dues withholding will be as follows:

a. Members may revoke their authorization for dues withholding by executing an SF 1188 in triplicate and delivering the completed form to the payroll liaison, F&A Branch, Resource Management Office. Termination of allotments for dues under this paragraph shall be effective with the first full biweekly pay period following the first anniversary date of dues withholding and 1 July thereafter. The F&A Office will send to the Union a copy of the form completed by the member for this purpose.

b. An allotment for a participating member shall be terminated upon:

- (1) any type of separation from the unit,
- (2) loss of recognition by Local No. 33,
- (3) suspension or expulsion of member from Local No. 33.

(4) demonstration by the employee of personal economic hardship.

c. An Officer of the Local will promptly notify the payroll liaison officer, in writing, when a member of the Local on dues withholding is expelled or suspended or has demonstrated a personal economic need to withdraw from the Union. Reductions in this situation will be stopped at the end of the pay period in which the notice is received in the appropriate Payroll Office.

Section 3. CHANGES: Change in dues structure may be made as follows: In the event of a change in the regular dues of the Union Local, the deduction from the salaries of those members who have previously authorized dues withholding will be adjusted upon certification of the dues change by the Treasurer of the Local to the Human Resources Officer. This change will be made beginning with the first complete pay period which starts after the certification is received in the appropriate payroll office. A change in deduction under this section may not be made more frequently than once every calendar year.

Section 4. DUES REMITTANCE: Remittance to Local No. 33.

a. The remittance of dues withheld will be sent to the Treasurer at the following address:

Local No.33
Post Office Box 1229
Galveston, Texas 77553

b. The employees organization Local No. 33 is responsible for notifying, in writing, the appropriate payroll servicing officer of any change in name and/or address of the Treasurer of Local No. 33. This will be done immediately whenever a change occurs.

c. Each remittance check will be accompanied by a positive listing of the names of those employees for whom allotments have been permanently or temporarily stopped, and the reason therefore, e.g., movement out of the Unit, separation, LWOP, insufficient income during pay period, loss of membership in Local No. 33.

ARTICLE XXIII- SAFETY

Section 1. GENERAL: The Employer will make every effort in accordance with applicable laws and regulations to provide and maintain safe working conditions. The Union will cooperate to that end and encourage employees of the Unit to work in a safe manner. All employees are responsible for prompt reporting of observed unsafe conditions. No reprisal action will be taken as a result of an employee reporting an unsafe practice or conditions.

Section 2. PROTECTIVE CLOTHING AND DEVICES: The Employer agrees to furnish employees of the Unit such protective equipment and clothing as required by applicable regulation which the Employer considers necessary for protection of employee. The Employer agrees to furnish foot, eye and head protection, from a source of the Employer's choice, to those employees deemed necessary by the Safety Officer. The Employer agrees to furnish rain gear to employees assigned to work in open areas. The Union agrees that employees in the Unit are responsible for the proper use, safeguarding, and maintaining in proper condition any such equipment issued to them. The Union acknowledges management's right to take appropriate disciplinary action where employees fail to use protective clothing and equipment or commit other acts jeopardizing the safety of the individuals or his/her co- workers.

Section 3. WORKING CONDITIONS: The Employer agrees to insure, to the extent possible, adequate lighting and ventilation in

work areas. No employee will be required to work under conditions which are likely to cause serious injury beyond those inherent job hazards which cannot be eliminated by standard safety practices and procedures.

Section 4. PROCEDURES FOR ON THE JOB INJURY:

a. Employees will immediately report to their supervisors all injuries caused by on the job activities and will complete all forms and reports required.

b. The injured employee's supervisor will contact the Human Resources Office for reporting requirements, insure that all forms and reports are completed and insure that the employee is informed about rights and benefits under the Federal Employees Workmens Compensation Act.

c. The employer will provide to all employees an annual update regarding CA-1 and CA-2 forms, procedures and responsibilities under FECA.

Section 5. VIOLATIONS OF SAFETY RULES: The Local agrees to join with District management to inform employees of applicable safety regulations and the potential disciplinary actions which could occur due to violation of such regulations.

Section 6. COPIES OF ACCIDENT REPORTS/INVESTIGATIONS: The Employer agrees to provide the Union with a depersonalized copy of safety inspections, and reports of mishaps and of occupational illness, if available and in accordance with Privacy Act and Freedom of Information Act limitations, when such reports are requested by the Union.

ARTICLE XXIV - OCCUPATIONAL HEALTH

Section 1. PROGRAM ESTABLISHMENT: While health maintenance is primarily the responsibility of the individual employee, the Employer has an interest in preventing loss of work time and work efficiency resulting from ill health. Therefore, the employer will establish an occupational health program consistent with applicable regulations and laws which will be beneficial to health maintenance and work efficiency.

Section 2. UNION CONSULTATION: In formulation and planning for the occupational health program, the union will be consulted and encouraged to contribute to the planning process.

Section 3. SMOKING:

a. In recognition of the benefits of a smoke-free working environment, the Employer agrees to maintain separate facilities for employees of the District who wish to smoke during duty hours. These facilities will consist of a ventilated smoker's lounge within the District headquarters building, ash trays located at all entrances to District buildings, and designated smoking areas at other District facilities, if practical.

b. The Employer agrees to offer periodic assistance to those employees who wish to quit smoking through the provision of smoking cessation classes to be held during duty hours, in facilities provided by the Employer and at no cost to the employee.

Section 4. MEDICAL FACILITIES: The Employer will initiate and maintain an ongoing contract for job related emergency medical and limited health surveillance program.

ARTICLE XXV - CHILD CARE FACILITIES

Section 1. PROGRAM NEED/ESTABLISHMENT: The Employer acknowledges the need among its employees for high quality child care services at the least possible cost. To meet that need the Employer agrees to establish a child care assistance program for its employees.

Section 2. COMMITTEE CREATION/SUPPORT: To this end, the employer has designated a joint union-management committee to promote the creation of a child development center to be jointly shared with other Federal agencies as authorized by law and as agreed. Management will make available to the Child Care Committee legal and administrative resources to the extent authorized necessary to the accomplishment of that end. Management will diligently investigate sources of funding for construction of a child development center. The Union will utilize its resources in support of that effort.

Section 3. BOARD OF DIRECTORS: After receipt of approval, a Board of Directors will be established to facilitate the development of a child care facility. The Board of Directors will be comprised of at least one member of each participating Federal agency and Local No. 33. The Employer will provide legal counsel to the extent authorized.

Section 4. INVENTORY OF AVAILABLE SERVICES: The Employer will maintain a current inventory of existing child care services within Galveston County. This inventory will be updated by surveying community facilities at least annually. All pertinent information on facilities will be available in the District Library for review by employees seeking child care.

ARTICLE XXVI - EQUAL EMPLOYMENT OPPORTUNITY

Section I. PURPOSE: Management recognizes its responsibilities in providing equal opportunity in employment without regard to

race, color, religion, sex, age, national origin, marital status, political affiliation, or handicap in accordance with all applicable laws, regulations, and policies. All Bargaining Unit Members will receive full and impartial consideration for employment; possess equal standing and security as employees of the Employer, and enjoy equal opportunity in receiving training, promotions, and awards in the District.

Section 2. DISCRIMINATION COMPLAINTS: Individuals who believe they have been subjected to discrimination may use the Equal Employment Opportunity complaint procedure or file a grievance under the negotiated grievance procedure without fear, coercion or reprisal. Complaints will be impartially investigated, adjudicated, and as warranted, adjusted with all due consideration by officials concerned. Action will be expedited at all levels within time limits stated in governing regulations.

Section 3. PROCEDURES: The EEO Officer will advise the complainant that he/she may file an EEO complaint under the EEO procedure or may file a grievance under the negotiated grievance procedure, but not both.

ARTICLE XXVII - UPWARD MOBILITY PROGRAM

The Upward Mobility Program is a systematic management effort which focuses Federal Personnel policy and practice on the development and implementation of specific career opportunities for non-professional, lower-level employees (usually at GS-9 and below and/or wage grade equivalents who are not enrolled in a career program or training program) who are in dead-end positions and who have the potential to perform higher level work. To be effective, the Employer must identify target positions, allocate spaces, select trainees, provide career counseling, establish appropriate training programs, and monitor and evaluate progress and achievements. The Employer agrees to include

counseling regarding the establishment and filling of upward mobility positions in the Personnel Update Training for both supervisors and employees. The Employer further agrees to provide upward mobility counseling to all levels of the organization.

ARTICLE XXVIII - LABOR-MANAGEMENT RELATIONS TRAINING

Section 1. UNION SPONSORED TRAINING SESSIONS: The Employer agrees that employees who represent the Union may be excused to receive information, briefings, or orientation relating to matters of mutual concern to the Employer and the Union, provided the absence does not significantly affect or jeopardize the accomplishment of work. The amount of time granted will be determined individually on the basis of justifications submitted by the Union. A written request for official time will be submitted at least two weeks in advance by the Union President or Acting President to the Human Resources Officer. The request will describe the duration, purpose, and nature of the training. Denial of a request for official time must be made in writing one week prior to the scheduled travel time. Total training for the Union under this article will not exceed four hundred hours annually (fiscal year). The number of Union Officials excused at any one time should be reasonable under the circumstances.

Section 2. CONTRACT TRAINING SESSIONS: The Employer and Union agrees to jointly provide necessary training regarding the administration of this Agreement. Such training will be directed toward the orientation and briefing of the Employer and Union Officials and bargaining unit members.

ARTICLE XXIX - USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. UNION FACILITIES: The Employer agrees to provide office space for Union records, materials and supplies provided the use of such space by the Union does not interfere with the needs and activities of the Employer. The Employer agrees to provide necessary office furniture and equipment, including a personal computer with word processing and spreadsheet software, subject to availability. Utility services including long distance access and fax service will be provided for representational purposes. At field activities, the Employer agrees to provide the use of facilities and equipment for representational purposes provided such use does not interfere with mission accomplishment.

Section 2. BULLETIN BOARDS: The Employer agrees to provide a bulletin board for exclusive use of the Union for posting of notices and literature of the Union. The bulletin board shall be located near the entrance to Union Office established in Section 1 above. Space will be provided on existing Bulletin Boards in Area and Project Offices for posting Union notices and literature. The Employer will allow use of the Electronic Bulletin Board for Union announcements during regular duty hours.

Section 3. INTERNAL MAIL: The internal mail delivery of the District shall be available for use by the Union. The Employer will provide a mailbox for use by the Union.

Section 4. REFERENCE MATERIAL: The Employer agrees to allow the Union the use of the District Library for review of available publications, regulations, supplements, activity policy directives, classification standards, and regulations relative to the Labor-Management Relations Program.

Section 5. USE OF COPY MACHINES: The Employer agrees that the Union may use copy machines in the District. Such use will be for representation purposes only. The Union will be assigned

a control number for this purpose. Any conflicts in such use will be resolved by the Chief, Information Management Office and the president of the local Union.

Section 6. LISTS: The Employer agrees to furnish to the Union a copy of the manning document of the District reflecting organization assignment, name, position title, grade and series on a semi-annual basis. The Employer agrees to furnish the Union a copy of the Information Exchange Bulletin as published by the Personnel Office.

Section 7. UNION OFFICE ACCESS: Union Officers and Officials will have access to the Union office within the District facility twenty-four hours a day. Members of the national staff may be allowed into the facility upon prior notification. Normal District Security procedures will be followed for such access.

ARTICLE XXX - FUND RAISING CAMPAIGNS

Section 1. UNION SUPPORT: The Employer agrees that the principle of voluntary donations to annual approved fund-raising campaigns shall be upheld. The Union, in turn, agrees to support and cooperate in the formulation and implementation of such campaigns.

Section 2. VOLUNTARY CONTRIBUTIONS: The Employer will not coerce or in any way or manner require employees to invest their money or donate to charity. All donations to an approved fund raising campaign will be voluntary.

ARTICLE XXXI -TOTAL ARMY QUALITY (TAQ)

Section 1. RECOGNITION OF VALUE: The Union believes that Total Army Quality may provide opportunities for improving the District's success in achieving customer satisfaction. Recognizing

that without satisfied customers, we could very well be faced with reductions in workload and consequent reductions in budget and positions, we support the concept of achieving customer satisfaction. Since the foundation of TAQ is based on participative management and total employee involvement, a cultural shift within the District will be required if this system is to succeed. A cooperative management-union relationship offers an excellent opportunity to achieve a more constructive labor relations climate and avoid costly disputes between management and labor. Key to successful cooperation is the early involvement of union representatives.

Section 2. UNION PARTICIPATION: The President of Local No.33 is a member of the TAQ Executive Steering Committee and will be provided the same training as other members of this committee. All other union officials may fully participate in TAQ training presented within the Galveston District.

ARTICLE XXXII - DURATION AND EFFECTIVE DATE OF AGREEMENT - AMENDMENTS AND SUPPLEMENTS

Section I. DURATION AND EFFECTIVE DATE: This Agreement will be effective upon the approval by the Chief, Corps of Engineers. It shall remain in effect for three years. Thereafter, the Agreement will automatically renew from year to year on its termination date if neither party has requested renegotiation by the 60th day prior to its termination date provided that the Agreement is in conformance with law, applicable published policies and regulations of appropriate authorities. Either party may give written notice to the other party not more than one hundred five nor less than sixty days prior to the first anniversary of its intention to renegotiate this Agreement. When such notice is given the parties shall meet for the purpose of negotiating a new agreement not later than thirty days prior to the first anniversary date and thereafter will continue to negotiate in good

faith on a regular basis. If negotiations are not concluded prior to the termination date, the Agreement will be extended for a specified period, or periods, agreeable to both parties.

Section 2. MODIFICATIONS:

a. This agreement, including amendments and supplements, may be revised when new or revised laws, Executive Orders, or governing regulations direct mandatory application in keeping with Title VII, CSRA; only the item(s) affected by directed revision which permit local discretion may be open for negotiation.

b. Modification of this Agreement under this Section may be made upon written notification by either party that a conference is desired for the purpose of negotiation, including midcontract negotiation or impact bargaining as prescribed under Section 7106(b)(2) and (3), Title VII, CSRA, concerning conditions of employment. Other than the above negotiations, only items not contained in this Agreement or not formally proposed during the negotiations of this Agreement shall be considered except by mutual consent. The notice shall state the nature of the revision desired and for other than midcontract or impact bargaining will be limited to one such request per Agreement year. The conference shall be convened within 30 days of the date of notice and will consider only those modifications consistent with limitations above and as contained in the notice. Amendments and supplements agreed upon under this Section shall become effective upon approval by the District Engineer and have the same expiration date as the basic Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE
EXECUTED THIS AGREEMENT ON
5th DAY OF January, 1993

NEGOTIATING TERMS

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Approved under authority delegated by the Secretary of the Army.

14 June 1993

Signature Block

REFERENCES

Civil Service Reform Act (CSRA) of 1978, Title VII, 5 U.S. Code

ER 37-1-20, Timekeeping, Pay and Leave Accounting Procedures, 1 May 1981

ER 55-1-2, Travel Management, 31 Jan 90

SWGOM 55-1-1, TDY Travel of Civilian Employees, 30 Apr 90

SWFOM 672-1-6, Incentive Awards, 23 Mar 89

SWFOM 690-1-36, Leave Administration, 31 Oct 91

REQUIRED FORMS

CA-1, Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation.

CA-2, Notice of Occupational Disease and Claim for Compensation

DA Form 5397-R, Civilian Performance Plan (SWFOM 690-1-5, Performance Management System, 7 Aug 87)

ENG Form 4704, Alternate Work Schedule Time Record (ER 37-1-20, Timekeeping, Pay, and Leave Accounting Procedures, 1 May 81)

SF 7-B, Employee Record Card (SWFOM 690-1-1, Employee Record Card, 27 Oct 89)

SF 52, Request for Personnel Action (SWFOM 690-1-2, Personnel Actions, 3 Jan 89)

SF 1187, Request for Payroll Deductions for Labor Organization Dues

SF 1188, Cancellation of Payroll Deductions for Labor Organization Dues

- TAB Date-21 Jun 2005
- A Four Memoranda of Understanding approved by HQ USACE, December 9, 1993
1. MoU on Direct Deposit/Electric Funds Transfer, November 1, 1993
 2. MoU - Stipulations, October 20, 1993
 3. Add Section 10 to Article XI- Leave; provision of Family and Medical Leave Act of 1993:
 4. Change Article XIX, Section 2, paragraph c, October 6, 1993, "Competitive promotion procedures will apply to selections involving transfer, reassignment, or reinstatement of job applicants from outside the bargaining unit."
- B Supplement to Negotiated Agreement on Total Army Performance Evaluation System approved October 6, 1995
- C Supplement to Negotiated Agreement on Furlough approved January 5, 1996 by FAS
- D Memorandum of Understanding - Flexiplace, March 14, 1996
- E Labor-Management Partnership Agreement, July 18, 1996
- F Memorandum of Understanding - SWERP, February 11, 1997 Ltr dated October 28, 1998 making SWERP MOU permanent
- G Memorandum of Understanding on Organizational Adjustments with 3 attachments, April 28, 1997.
1. Transfer of four engineers from EC to Con-Ops Div

2. Transfer land survey team from EC to Con-Ops Div
3. MOU for Publicizing Temporary Assignments

- H Memorandum of Understanding on Travel & Transportation Act of 1998 (Travel Cards), August 11, 2000
- I Amendment of Recognition or Certification dated October 26, 2000 from NFEE to AFGE
- J Memorandum of Understanding on RESUMIX replacing MOU on SWERP, January 25, 2001

TAB A

Directorate of Human Resources

MEMORANDUM FOR COMMANDER, UNITED STATES ARMY
ENGINEER DIVISION, SOUTHWEST, ATTN: CESWD-HR-MR,
CAROL TERRELL, PO BOX 17300, FORT WORTH, TEXAS
76102-0300

Subject: Review and Approval of MOU

The four Memoranda of Understanding between the U.S. Army Corps of Engineers and NFFE Local 33 have been reviewed; they are in accordance with applicable laws and regulations and approved in their entirety. Congratulations!

Signature Block
Anne Marie Chapman
Chief, Labor and
Employee Relations

MEMORANDUM OF UNDERSTANDING
DIRECT DEPOSIT/ELECTRIC FUNDS TRANSFER

1. By memorandum dated 22 April 1992, the Comptroller approved the policy of direct deposit of pay within Department of Defense. The policy provides for negotiation on implementation within bargaining units. The parties hereto agree that implementation of the Direct Deposit of Pay Program, Direct Deposit/Electronic Funds Transfer (DD/EFT), be put in effect at Galveston District as of 01 November 1993.

2. The EMPLOYER and the UNION agree that all personnel presently enrolled in DD/EFT are required to continue in the program. In addition, on or after 01 November 1993, enrollment is required for new employees and employees, not participating as of 01 November 1993, who are competitively promoted or assigned after that date. Vacancy announcements shall stipulate that direct deposit is a condition of employment. Additionally, new employees shall be reminded of this requirement during in-processing and furnished a list of institutions offering no cost checking as well as a copy of this MOU.

3. The EMPLOYER agrees that waivers for will be granted, unconditionally, for those employees not presently enrolled in DD/EFT but subject to the policy because of promotion or reassignment.

4. The EMPLOYER agrees that waivers will be granted for all employees, because of financial difficulties, hardships, and/or any other extenuating circumstances, such as but not limited to:
 - a. Incompatible business hours of banking facilities, bank charges for accounts and services, and proximity of banking facilities.

b. Marital difficulties or other unique situations.

5. The employer agrees to provide or encourage counseling or assist employee participation in a financial management course offered within the local area, at no employee cost, if requested, by those soliciting waivers for financial problems. Administrative leave may be granted to attend financial counseling sessions if required to attend.

6. The request for a waiver should be directed, in writing, to Chief, Resource Management Office. The request should contain the requestor's name & information concerning the condition warranting the waiver. Written approval or denial of the waiver will be provided to the employee within five working days of request date. Denial of waiver is grievable under negotiated grievance procedure, Article XIII, within twenty calendar days.

7. The EMPLOYER will publish and distribute this document to all employees.

8. The EMPLOYER agrees to take steps as necessary to implement the terms of this agreement concurrent with the execution thereof.

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MEMORANDUM OF UNDERSTANDING
20 October 1993

The National Federation of Federal Employees Local 33, hereafter referred to as Union, and the U. s. Army Engineer District, Galveston, here after referred to as Management, mutually agree that negotiations on the impact and implementation of the Total Army Performance Evaluation Systems (TAPES) will be discontinued until approximately 15 May 1994 so that both sides can be trained and gain a better understanding of TAPES.

The negotiating teams from Management and Union agree to the following stipulations:

1. All District employees will receive updated TAPES mandatory training. Ms. XXX XXXX, CESWD-HR, and the Union will jointly plan the training on 16 November 1993 and conduct the training for Jadwin Building personnel in four sessions consisting of two and one half hours each on the 17th and 18th of November 1993. The session participants will be a mixture of management and non-management personnel in each session. The Union and Management will conduct the training for District field office personnel as soon as arrangements can be set up.

2. The implementation of the Senior System for grades 9 through 12 will be 1 November 1993 as prescribed in Chapter 4302 of Army Regulation 690-400. The Commander, Galveston District, will implement the Base system for grades 1 through 8 on 1 February 1994, in order to lessen the impact on converting from the Performance Management System (PMS) to TAPES.

3. Article XVIII principles of the current contract will remain in effect until a new Article XVIII can be written following the resumption of negotiations.

4. The same Win-Win Bargaining philosophy and procedures will be used upon resumption of negotiations. The current negotiating team participants will be utilized if possible. The management team will name an alternate member so there are three members to each team. The management alternate member and any replacement of the original team must have attended the Win-Win Bargaining course conducted on the 4th and 5th of October 1993.

5. The Items of Interest List (attached) developed during the 6 - 8 October 1993 negotiations will remain open until finalized by the negotiating teams upon resumption of negotiations.

6. The Opening Statements and Ground Rules established on 6 October 1993 will remain in effect throughout the negotiations.

7. The negotiating team will prepare the questionnaire for a confidential stratified random sample of the TAPES system in March 1994 and conduct the survey in April 1994, which is near the mid-point review period of the Senior System (grades 9 through 12), for the purpose of collecting data which will be mutually used in the renewed negotiations. Training for the negotiating team in survey development is encouraged prior to 1 March 1994.

8. The DA Values/Ethics section will not be used pending the outcome of the FLRA decision of the negotiability appeal of the Fort Jackson agreement. Upon appeal completion, a mutual determination will be made as to the negotiability at this level.

It is further agreed that all parties affected by this MOU will continue to employ the concepts, principles and spirit of Total

Army Quality (TAQ), partnering and empowerment throughout the course of this period.

Signature Block
XXXXXX
Chief, Negotiator
Galveston District

Signature Block
XXXXXXX
Chief Negotiator
NFFE Local 33

Associate
XXXXXX

Associate
XXXXXXX

Alternate

Alternate
XXXXXXX

SECTION 10. FAMILY AND MEDICAL LEAVE ACT OF 1993
(FMLA):

a. Management will administer the FMLA in a fair and equitable manner.

b. Leave without pay under the FMLA is in addition to annual leave, sick leave, advanced annual or sick leave, other leave without pay, leave made available to an employee under the voluntary leave transfer and leave bank programs, and compensatory time off or credit hours available to an employee. An employee must obtain approval and/or meet statutory requirements to take additional leave or other periods of paid time off.

c. Leave will be administered in accordance with the procedures in SWFOM 690-1-36, date 31 Oct 91.

Commander's Policy Statement on Children in the Workplace

1. The quality of life of team members of the Galveston District is of significant importance to maintain a high quality workforce. The reduction of conflicts due to family responsibilities and providing a desirable workplace is of utmost importance.

2. We know that being a prospective parent, parent or caregiver means certain responsibilities cannot be postponed or ignored. We also know that family distractions and prolonged or frequent absences make it harder to reach organizational goals. Our overall objective is to be compassionate and flexible without adversely affecting mission accomplishment.

3. The Family and Medical Leave Act effective August 5, 1993 grants up to 12 weeks of unpaid leave per year to care for a sick family member, new baby or yourself. I strongly support the granting of the appropriate leave for parental and family responsibilities to allow team members the needed time off. You should request sick leave, annual leave, leave without pay or a combination depending upon the nature of the absence. Additionally, Galveston District team members have the flexibility to alter work schedules and use credit hours.

4. Children may not accompany parents to the workplace. The corps liability is great should the child be injured or killed and your responsibility is great for damage that could occur. It is important to maintain a professional, productive work atmosphere for all team members. It is most difficult for a parent to concentrate on the work at hand and provide parental supervision, and it is distracting for others to have children in the workplace.

It was agreed that the following sentence is to replace Article XIX, Section 2, Paragraph c of the Negotiated Agreement dated 14 June 1993:

Competitive promotion procedures will apply to selections involving transfer, reassignment, or reinstatement of job applicants from outside the bargaining unit.

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TAB B

MEMORANDUM FOR COMMANDER, SOUTHWESTERN
DIVISION, U.S. ARMY CORPS
OF ENGINEERS. AITN: CESWD-HRM. FORT WORTIL TEXAS

SUBJECT: Supplement to Negotiated Agreement Between
Galveston District and the National Federation of Federal
Employees, Local 33

The subject supplement, as forwarded by your letter of September 18, 1995, has been reviewed. We have also reviewed the modifications to the agreement which you provided to our office on October 5, 1995. The agreement, as modified on October 5, 1995, is approved this date.

As pertains to Section I, last sentence ("Training on TAPES will be provided, as deemed necessary by Management or the Bargaining Unit."), this approval is based upon our understanding that this provision is meant to provide that when the Union believes TAPES training is needed, it will discuss the matter with Management and the parties will reach an understanding on the teaming to be provided.

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

Copies of the approved agreement should be forwarded as follows:

a. U.S. Office of Personnel Management, Office of Employee and Labor Relations, LAIRS Section, 1900 E Street, NW, Washington, DC 20415 - two copies.

b. Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services Division, Labor Relations Branch, 1400 Key Boulevard, Arlington, VA 22209-5144 - two copies.

c. Headquarters. Department of the Army, Directorate of Civilian Personnel, Civilian Personnel Policy Division, 300 Army - Pentagon, Washington, D.C. 20310-0300 - one copy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Chapter 711, November 10, 1988, and interim operating instructions forwarded by DCPMS letter of September 27, 1994. This agreement is to be annotated to indicate: Approved by the Department of Defense on October 6, 1995.

If there are any questions concerning this matter, XXXX XXXXX may be reached on (703) 696-6301 or DSN 426-6301 (extension 423).

A copy of this letter has been served on the labor organization which is a party to this agreement on October 6, 1995.

Signature Block

cc:

XXXXXX

NFFE Local 33

P.O. Box 1229

Galveston, Texas 77553

Headquarters

Department of the Army

Directorate of Civilian Personnel Civilian Personnel Policy

Division Attn: XXXXXXXX

300 Army - Pentagon

Washington, D.C. 20310-0300

OUSD (P&R) (CPP)

cc:

XXXXXX

NFFE Local 33

P.O. Box 1229

Galveston, Texas 77553

Headquarters, Department of the Army Directorate of Civilian
Personnel

Civilian Personnel Policy Division

Attn: XXXXXXXX

300 Army - Pentagon

Washington, D.C. 20310-0300

OUSD (P&R) (CPP)

ARTICLE XVIII - TOTAL ARMY PERFORMANCE EVALUATION SYSTEM (TAPES)

Section 1. GENERAL: All employees in the Bargaining Unit will be evaluated, at a minimum, on an annual basis under TAPES. The system will, to the maximum extent possible, permit the accurate evaluation of job performance on the basis of objective criteria. These criteria may include the extension of courtesy demonstrated to the public, as related to the job in question. Training on TAPES will be provided, as deemed necessary by Management or the Bargaining Unit.

Section 2. INDIVIDUAL PERFORMANCE STANDARDS AND EMPLOYEE PARTICIPATION: Employee participation is highly encouraged in the development of his or her Individual Performance Standards, Base System, DA Form 7223-1 or Senior System, DA Form 7222-1. The rater's signature on this form indicates that the employee has been given the opportunity to take part in developing the individual performance standards and that these standards have been discussed with the employee. All individual performance standards must be attainable and allow opportunities for ratees to exceed the successful level on each individual performance standard. These individual performance standards must reflect duties in your job description. Employees will receive a copy of the standards by which their performance will be measured within 30 days of the beginning of a rating period, entrance in a new position, or change in immediate rater. The rating periods will be as follows:

Base system	GS-01 – GS-08	1 Feb – 31 Jan
Senior System	GS-09 – GS-12	1 Nov – 30 Oct
Senior System	GS-13 and above	1 Jul – 30 Jun

If an employee is detailed for more than 120 days they must be given a new set of individual performance standards within thirty days of detail, unless supervisor is physically unavailable.

a. The employee's signature does not necessarily mean that the employee agrees with the individual performance standards. Should the employee not agree with his or her individual performance standards as developed, that employee may decline to sign the form and may appeal the standards to the senior rater.

b. Rater and employees will develop and discuss the standards within thirty days of the beginning of the rating period and the rater will articulate what will constitute exceptional work on each individual performance standard. Appropriate regulations on TAPES will be made available to the employee upon request.

c. Individual performance standards may be added or deleted during the year based on their relevance.

SECTION 3. APPRAISAL PROCESS: The evaluation of performance is a continuing process during which raters evaluate the work of employee and provide continuous feedback on their performance standards. The ratee in the Base system may submit, by the end of the rating period, to the rater a list of significant contributions which occurred during that rating period. Contributions from either system may include input from peers, co-workers, and customer who have direct knowledge of the ratee's work. Factors not related to performance will not be a negative factor in an employee's performance appraisal.

a. **PROGRESS REVIEWS.** Employees or rater may initiate the scheduling of a mid-point review. At that time the rater should go over strengths and weaknesses. If an employee is performing at a less than successful level the employee will be so informed at least 120 days prior to the end of the rating period. The rating

period may be extended to insure a total of 120 days. Guidance will be provided to assist in the improvement of the employee's performance to include progress reviews at the mid-point of the employees' rating periods, as a minimum.

b. **PERFORMANCE RATINGS.** Employees are entitled to the ratings that most accurately describes their performance during that particular rating period. When a Senior System employee has little or no opportunity to demonstrate performance on that individual performance standard a rating of "Not Rated (NR)" will be used. Employees are entitled to the overall performance rating level that most accurately describes their overall level of performance. When a rating cannot be completed at the end of the rating period, the period will be extended and a rating will be prepared as soon as possible. During any period of time when a new rating of record cannot be prepared or a previous rating extended, the employee's performance is assumed to be successful. Raters will not use any information in rating an employee's performance that is not made available to the employee being rated.

c. **GRIEVANCES.** Employees are not required to sign their performance ratings. Employees who are dissatisfied with their performance rating or other aspects of the performance appraisal process may file a grievance under the negotiated grievance procedure as stated in Article XIII.

Section 4. UNSUCCESSFUL PERFORMANCE: If an employee continues to perform at an unacceptable level after being given assistance and an opportunity to meet performance standards, rater may propose reassignment, reduction in grade or removal front the Federal. Service. A thirty calendar day advance notice of the proposed action will be given to the employee. This notice will specify the individual performance standards and specific instances of unsuccessful performance by the employee on which

the proposed action is based. The employee will have fifteen calendar days in which to appeal this proposal to the senior rater. If the senior rater's decision is to proceed with the adverse action, the employee may grieve the decision in accordance with Article XXI, Disciplinary and Adverse Actions. Any decision to take action must be based on the specifics stated in the proposal letter. If no action is taken and the employee's performance is successful for a one-year period, all records relating to the case will be destroyed. Raters may propose actions to correct unsuccessful performance at anytime during or at the end of the rating period.

Section 5. MEETINGS: Discussions of performance will normally be held in private. However, in the case of a meeting called to issue a letter citing the need to improve performance or issue a letter proposing an adverse action, an employee will be advised prior to such a meeting that they are entitled to union representation.

IN WITNESS TO BE WHEREOF, THE PARTIES HERETO HAVE AGREED ON THIS ARTICLE TO BE INCLUDED IN THE NEGOTIATED AGREEMENT BETWEEN THE COMMANDER, U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT AND THE NATIONAL FEDERAL OF FEDERAL EMPLOYEES LOCAL 33, 14 JUNE 1993, IN PLACE OF THE CURRENT ARTICLE XVIII - PERFORMANCE MANAGEMENT SYSTEM (PMS).

NEGOTIATING TEAMS

FOR UNION

FOR MANAGEMENT

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QUESTIONS & ANSWERS ON ALTERNATE WORK SCHEDULES UNDER NEW CONTRACT

Q: Do I have to change my current work schedule to comply with the new contract?

A: If you are currently on the 5-4/9 compressed schedule with a Friday off and wish to remain on the same schedule – you do not need to change. If you are on compressed and want to stay on it, but now have anything other than Fri off, you need to submit a change to Fri for your day off. If you are on a fixed tour of duty (8 hours a day, M-F) and wish to stay on it, you don't have to change. If you're on a fixed tour now, and want to change, you can submit a request to change to Flexitime or Compressed. If you're on a Flexible Work Schedule and want to stay on a flexible schedule you should switch to Flexitime, since technically your schedule no longer exists.

Q: How do I change my schedule?

A: Submit an informal memorandum to your supervisor requesting a change to one of the schedules in the new contract – either Flexitime or Compressed.

Q: Who has to approve it?

A: Your immediate supervisor.

Q: If I am on Flexitime, what is the maximum number of hours I can work in one day?

A: You can work from 0600 to 1800, but you have to take at least 1/2 hour lunch, so the answer is 11 1/2 hours.

Q: Do I have to take a lunch break?

A: Yes, you must take at least 1/2 hour if your work day begins before 1200 and ends after 1200. If you work only in the

morning or the afternoon then you may decide to forgo lunch.

Q: What is the minimum number of hours I can work if I am on Flexitime?

A: On Mon - Thu, you must work the core □ hours of 0830 - 1130 and 1300 - 1500, so the answer is 5 hours. On Fri you are not required to account for the core hours.

Q: Do I have to work 8 hours a day 5 days a week if I am on a Flexitime schedule under this contract?

A: No. Your basic work requirement is 80 hour in the pay period. You must comply with the established core hours Mon-Thurs. Any additional hours worked at the end of the pay period are earned credit hours. If you work less than 80 hours you may use previously accumulated credit hours or sign for leave.

Q: If I am on flexitime, is there a requirement to let my supervisor know what time I will be at work, what time I will be leaving, or if I won't be there at all?

A: There is no requirement in the contract to let your supervisor know. However, common sense and professional courtesy dictate that if you intend to vary your normal schedule drastically that you should let your supervisor know what you're doing. This will require communication on both sides. Supervisors should remember to give their employees advance notice of deadlines and scheduled meetings, etc. Employees who want flexibility in their schedules must also be willing to meet the requirements of the mission.

Q: If I am on a Flexitime schedule and do not work 8 hours every day, must I sign for leave or use credit hours?

A: You are required to work 80 hours during the pay period. If you have worked less than 80 hours at the end of the pay

period, you may either sign for leave or use previously accumulated credit hours, subject to approval by your supervisor.

Q: Why do employees who are on a Flexitime schedule have to fill out an ENG Form 4704 when no one else does?

A: ER 37-1-20 dictates the use of this form for employees working a flexible work schedule. A compressed schedule such as the 5-4/9 is considered a fixed schedule. Employees working fixed schedules (the same predetermined starting and quit-ting hours every day) need not use ENG Form 4704.

Q: When filling out the ENG Form 4704, do I need to sign in and out for breaks and lunch?

A: You must put down the time you leave for lunch and the time you return. You may take from 1/2 to 1 1/2 hours for lunch. You may take a 15 minute break (work permitting) in the morning and in the afternoon. These do not have to be written down. However if you leave work for personal business at any other time during the day, it must be noted on the ENG Form.

Q: Can my supervisor refuse to approve the time recorded on my ENG Form 4704?

A: Time recorded on ENG Form 4704 is subject to approval by the supervisor and is not considered positive proof of hours unless the supervisor concurs. The supervisor may question time recorded on the ENG Form 4704 and amend recorded hours for posting to CETAL.

Q: What is the purpose of signing a SF 71 or initialing my time and attendance report?

A: This is for the time keeper's records to show that you acknowledge that you took leave on the date shown.

Q: What is the difference between earning credit hours and working overtime?

A: Overtime hours are hours worked in excess of 8 hours a day or 40 hours a week which are officially ordered in advance. Credit hours are hours worked in excess of 80 hours per pay period for the employee's convenience.

TAB C

MEMORANDUM FOR COMMANDER, SOUTHWESTERN
DIVISION, U.S. ARMY CORPS OF ENGINEERS, ATTN:
CESWD-HRM,
P.O. BOX 17300, FORT WORTH, TEXAS 76102-0300

SUBJECT: Supplement to Negotiated Agreement Between
Galveston District and the National Federation of Federal
Employees, Local 33

The subject supplement, as forwarded by your letter of December 18, 1995, has been reviewed. We have also reviewed the modifications to the agreement which you provided to our office on January 5, 1996. The agreement, as modified on January 5, 1996 is approved this date.

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

Copies of the approved agreement should be forwarded as follows:

a. U.S. Office of Personnel Management, Office of Employee and Labor Relations, LAIRS Section, 1900 E Street, NW, Washington, DC 20415 - two copies.

b. Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services Division, Labor Relations Branch, 1400 Key Boulevard, Arlington, VA 22209-5144 - two copies.

c. Headquarters, Department of the Army, Directorate of Civilian Personnel, Civilian Personnel Policy Division, 300.Army - Pentagon, Washington, D.C.

20310-0300 - one copy.

This action is taken under the authority delegated by DoD 1400.25-M, Civilian Personnel Management (CPM) Manual, Chapter 711, Labor Management Relations. This agreement is to be annotated to indicate: Approved by the Department of Defense on JAN - 5 1996 .

If there are any questions concerning this matter, XXXXX XXXXX may be reached on (703) 696-6301 or DSN 426-6301 (enter #3 for Labor Relations and extension 423).

A copy of this letter has been served on the labor organization which is a party to this agreement on JAN - 5 1996.

Signature Block

SUPPLEMENT TO THE NEGOTIATED AGREEMENT
BETWEEN THE COMMANDER, U.S. ARMY CORPS OF
ENGINEERS, GALVESTON DISTRICT AND THE NATIONAL
FEDERATION OF FEDERAL EMPLOYEES LOCAL 33
DATED 14 JUNE 1993.

Furlough is defined in 5 CFR 752.301 (c) (ii) (5) and 5 CFR 752.402 (c) as "the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other nondisciplinary reasons." Furloughs may occur for a variety of reasons, and may be ordered by various levels of authority. The origin of the furlough and the reasons for the order determine the amount of flexibility that the parties have to bargain. A furlough of 30 calendar days or less directed by higher headquarters follows the procedure herein described. Furlough is not a break in service. Furloughs that exceed thirty calendar days are treated separately under Reduction-in-Force procedures.

A national, or agency-wide, furlough may be mandated by Executive Order or by lack of appropriations. A local furlough may be ordered due to lack of work, a budget shortfall, or an FTE shortfall. This agreement applies to all these types of furloughs unless specifically noted otherwise.

The parties agree to be guided by the following principles:

- a. The ability of the District to carry out its mission is paramount in any decision.
- b. Protection of the jobs of the permanent work force is the second consideration.
- c. These criteria are both limited by externally imposed constraints and requirements.
- d. Once it is determined, that furloughs are unavoidable, employees should be fully informed of the reasons for the furlough; the implementation plan; their rights under

this agreement, regulations and the law; and the impacts of the action on their benefits.

1. The Union will be advised/given notice as soon as management has determined the need for furlough and who is to be furloughed.
2. The agency will have a liberal leave policy during the furlough period, subject to higher level guidance, but will not coerce any employees into using annual leave.
3. Employees have the right to speak with the media, Congress, or private citizens regarding furloughs.
4. Absences from work or inability to complete a project solely due to being placed in a furlough status will not be used in a negative way in determining the quality of an employee's performance or in the preparation of his/her performance appraisal.
5. A recall procedure will be established by the Partnership Council by which furloughed employees will be called back to work. A reasonable period of time will be granted each furloughed employee to return to work without penalty.
6. Either before or during furlough, employees who are or may be furloughed will be notified of their rights and responsibilities regarding:
 - Sick leave/annual leave
 - health insurance
 - retirement credit
 - FEGU benefits
 - withholding for taxes
 - CFC benefits
 - longevity
 - personal deductions
 - savings bonds

A fact sheet containing this information will be made available upon request.

7. In the event a budgetary shortfall is corrected retroactively, furloughed employees will be placed retroactively on administrative leave and will be paid for their days of furlough to the extent provided by law and regulation.

8. In the event a budgetary shortfall is retroactively corrected and employees receive back pay, dues deductions for furloughed employees will be made in proportion to pay checks covering back pay.

9. Management will advise employees that, as mandated by law, those who are furloughed due to lack of appropriations may not continue working on a voluntary basis. In the event that the furlough is driven by the absence of appropriations, management will also remind all employees, whether furloughed or not, that there is no authority to pay their salaries.

10. When the employer has determined it necessary to place any employee in a furlough status (anticipated to be less than 30 days) based on local requirements such as lack of work, lack of funds, or lack of authorized manpower (FTE), the employer shall first ask for volunteers. Consideration of volunteers will be based on mission and skills/qualification requirements. If there are more eligible volunteers than needed, the employer will use seniority (service computation date) as the determining factor. Should insufficient employees volunteer and some, but not all employees must be furloughed, the employer will use reverse seniority to determine those who will be furloughed. The employer will make every effort to make local selective furloughs as equitable as possible while giving mission priority.

11. When employees are furloughed at the direction of higher authority, for that pay period and any additional pay periods which occur during the duration of the furlough, the agency will continue to record/report eighty hours per pay period for affected, full-time permanent employees. The employee will be credited with any hours actually worked (paid hours). To that number the agency will add leave hours normally equate to 8-hour workdays. For all other employees (those on fixed schedules), this will normally match the established schedule they would have worked had they not been furloughed. Leave hours used by the agency will be in the following priority, to the extent permitted by higher authority.

OPL - Other Paid Leave

OUL - Other Unpaid Leave

LWOP - Leave Without Pay (if requested by the employee)

12. A Community Liaison (CL) will be established pending a furlough who will function as a point of contact with the local community and district employees to disseminate and exchange information regarding the furlough. The CL will release public announcements to the local press and radio stations for dissemination to the public at large and to furloughed employees. The CL will provide information regarding procedures for claiming unemployment compensation and will work with the local employment commission to expedite the claims process. The CL may make available to district employees pertinent forms and criteria for processing claims. The CL will be available throughout the duration of the furlough to direct questions pertaining to the furlough to the proper authorities. Upon request, the CL will provide employees with a statement to give to creditors explaining that the employee has been furloughed through no fault of his/her own and that the furlough results in a temporary reduction of pay.

13. Miscellaneous:

a. This Agreement constitutes an addendum to the negotiated agreement and is subject to the negotiated grievance procedures.

b. This Agreement must conform to law as well as government-wide regulations in effect at the time of execution.

c. The Agreement may be reopened at any time by mutual consent of the parties.

d. This Agreement does not waive or limit any existing statutory rights of employees.

e. This Agreement does not waive the Union's right to bargain over the implementation and adverse impact of a furlough to the extent that the subject matter (1) deals with implementation of adverse impacts; (2) is not covered by this agreement; (3) or was not taken off the table in the course of negotiations as part of a bargaining strategy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AGREED ON THIS ARTICLE TO BE INCLUDED IN THE NEGOTIATED AGREEMENT BETWEEN THE COMMANDER, U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT AND THE NATIONAL FEDERATION OF FEDERAL EMPLOYEES LOCAL 33, 14 JUNE 1993.

NEGOTIATING TEAMS

FOR UNION

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FOR MANAGEMENT

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TAB D

MEMORANDUM OF UNDERSTANDING
FLEXIPLACE

1. The EMPLOYER, Galveston District, and the UNION, NFFE Local 33, hereby agree to adopt the provisions of EC 690-1-692, Flexiplace, in their entirety and make this document a supplement to the current negotiated agreement between the parties.
2. The EMPLOYER agrees to immediately distribute copies of this document.
3. Both parties agree to support full implementation of the flexiplace work option as described in EC 690-1-692.
4. This agreement is consistent with Executive Order 12871 and the spirit of the Galveston Labor-Management Partnership.

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Date signed 14 March 1996

DEPARTMENT OF THE ARMY
U.S. Army Corps of Engineers
Washington, D.C. 20314-1000

Expires 31 March 1997
Human Resources

WORK AND FAMILY PROGRAMS – FLEXIPLACE

1. Purpose. This circular establishes the policies and procedures, and defines responsibilities for participation in an alternative workplace arrangement.
2. Applicability. This circular applies to all HQUSACE elements and USACE Commands.
3. References.
 - a. FPM Letter 368-1, 26 Mar 92, Federal Flexible Workplace (Flexiplace) Project
 - b. DAPE-CPE Memorandum, 27 May 94, Alternative Workplace Arrangements (Flexiplace).
 - c. DAPE-CPE Memorandum, 17 May 94, Washington-Area Interagency Telecommuting Center Pilot Project.
 - d. AR 25-1, The Army Information Resources Management Program, 18 Nov 88.
 - e. AR 380-19, Information Systems Security, 1 Aug 90.
 - f. CEIM-P Policy Memo No. 25-1-27, 30 Mar 94, subject: Purchase of Computer Software for Personally Owned Microcomputers of Army Corps of Engineers Employees.

g. ER 700-1-1, USACE Supply Policies and Procedures, 15 April 93, Change 1.

4. Definition. Flexiplace is a work arrangement in which agencies allow employees to work at home or at geographically convenient satellite offices for part of the work week.

5. Policy.

a. The supervisor is responsible for deciding if the position is one that is appropriate for offsite work and for examining both the content of the work and the performance of the employee. This determination is made based on a balanced review of the needs of the organization, and an individual employee's ability to work independently.

b. Employees on flexiplace will work at home or at other agency-approved satellite locations. The program's objective is: to allow employees to work at alternative worksites on a regularly scheduled basis (versus unscheduled or occasional performance of work by employees at an alternate work-site).

c. The Agreement can be reviewed for modification, termination or renewal at anytime at the request of either the employee or supervisor but shall be reviewed semi-annually in conjunction with the TAPES performance review and can be modified, terminated or extended based on the semi-annual review.

d. Labor-management relations. Federal employee unions have a right to negotiate on programs that affect bargaining unit employees conditions of employment. This right extends to Flexiplace. Each organization that wishes to participate in the

Flexiplace program must conduct Impact and Implementation bargaining with their local union.

7. Participation in the program.

a. Participation in a flexiplace program is entirely voluntary for all parties. The supervisor or employee may terminate participation at any time with five working days advance written notification to the other. Upon termination, supervisors and employees are obligated to make arrangements for the employee to work at the official duty station as quickly as possible, but no later than ten work days after notification of termination.

b. The overall mission of the office must take precedence over an employee working off-site. One person's off-site work should not adversely affect the performance of other employees, and should not put a burden on staff remaining in the office. Management is responsible to distribute workload equitably and to ensure that employees who work on-site do not have to handle work which would normally be assigned to employees who work off-site.

c. An alternative workplace request may be initiated by an employee or by the supervisor. It must be in writing and explain the basis for the request. An employee-initiated request will be approved/disapproved by the immediate supervisor. If applicant's request is disapproved, supervisor will indicate the reason for disapproval. (Sample request at Appendix B).

d. Once a request is approved, a written agreement (Appendix A) must be prepared and signed by the employee and immediate supervisor. A work plan must be prepared and include details, sufficient to assure a clear understanding of expectations and task objectives. Performance expectations will be written and

documented on DA Forms 7222-1 and 7223-1, and included as part of the Employee/Supervisor Agreement.

e. Both employee participants and their supervisors must agree to attend pre-participation orientation and periodic focus group meetings. Focus group meetings are designed to identify difficulties experienced by telecommuters, and supervisors, and attempts to create a dialogue to resolve differences and enhance the program.

f. All equipment assigned to a telecommuter for offsite work assignments will be sub-hand receipted.

8. Management Responsibilities.

a. Program Management. To ensure accountability, each activity participating in the flexiplace program should appoint a program coordinator to arrange the work location, monitor the program, track program costs and savings, and have an up-to-date list of participants, and schedule training.

b. Screen potential employees for consideration for the program according to the following guidelines:

c. History of responsible discharge of work duties.

d. Full understanding of the operations of the organization.

e. Demonstrated ability to establish priorities and manage work time.

f. Current performance rating of Successful Level 3 or better.

g. Determine whether the employee will telecommute from home or a satellite office.

h. Monitor employee work performance. Current performance plan must contain standards covering work completed at the office as well as work completed off-site.

9. Employee Responsibilities.

a. It is the responsibility of the employee to ensure that a proper work environment is maintained and personal/family responsibilities do not interfere with the scheduled work time or accomplishment of assigned work.

b. Dependent care arrangements are made as not to interfere with work.

c. Personal disruptions such as nonbusiness telephone calls and visitors are kept to a minimum.

10. Work Schedule. The supervisor and employee must set a work schedule prior to the employee working offsite.

a. The work schedule must be consistent with the requirements of the employee's work group.

b. A supervisor may require an employee to be on-site on a scheduled offsite day with twelve hours notice.

c. During offsite hours, the employee must perform work at the approved site. Absences from the offsite (e.g., visits on official business to attend meetings) location must be coordinated with the supervisor at the earliest time practicable.

d. Employee's timekeeper will have a copy of the employee's flexiplace schedule and time and attendance will be recorded as performing official duties at the official duty station.

e. Employees must follow established office procedures in obtaining supervisory approval for accrual and use of leave, credit time and overtime.

11. Duty Station. The official duty station for purposes of the Flexiplace program is the assigned traditional office, and all pay, special salary rates, leave, and travel entitlements are based on the official duty station. Flexiplace worksites may include the following:

a. Home-based. A space specifically set aside to function as an office or work station within an employee's residence.

b. Satellite facility or telecommuting center. An office located near the employee's home that is specifically designed to be leased at a reduced rate and serve as an alternate office.

12. Cost responsibility.

a. Expenses which may be incurred and paid by the agency may include: telephone installation and service in a private residence (only under limited circumstances), long-distance charges, telephone usage charges, computer, fax machine, computer software, modem and additional computer usage charges, modifications of computer, equipment maintenance and repair (if government owned equipment), remote technical assistance, and replacement of damaged or lost government owned equipment (after a Report of Survey has been submitted to determine the cause for lost or damaged property).

b. Expenses which may not be paid by agency may include: home utilities (heating, electricity, water), renovation of

space and additional electrical outlets. Office furniture, unless hand receipted, will not be purchased by the government for the home office.

c. Costs associated with leasing space in a Telecommuting Center will be paid out of operating budget costs.

13. Work equipment.

a. Use of agency-owned equipment and software. The supervisor may elect to place agency-owned equipment offsite as necessary. The agency continues to assume the responsibility for maintenance, repair, and replacement of such equipment. Should an employee elect to use his/her own equipment, he/she is responsible for servicing and maintaining it. The use of employee-owned computers to perform Government work must comply with all provisions of AR 380-19, Information Systems Security, 1 Aug 90 and AR 25-1, The Army Information Resources Management Program, 18 Nov 88.

b. Hand receipt controls. Property transfer is the joint responsibility of employee and supervisor. Portable computer equipment must be sub-hand receipted. Detailed guidance for preparing hand receipts is contained in AR 735-5, Policies and procedures for Property Accountability, and ER 700-1-1, USACE Supply Policies and Procedures.

c. Transportation of computers, printers, modems and other equipment to and from the offsite location is the responsibility of the employee.

d. The employee must notify the supervisor immediately of a malfunction to agency-owned equipment. Employees are responsible for repair and maintenance of personally owned equipment.

14. Classified/Sensitive Information Handling. In no case will documents which contain classified information be processed, or be authorized to be processed, at other than U.S. Government or approved U.S. Government contractor locations. Other information which is specifically protected from public disclosure by statute (such as data subject to the Privacy Act of 1974), or which has been determined to be exempt from mandatory disclosure under the provisions of the Freedom of Information Act, will be safeguarded according to regulations established for that information.

15. Safety. Employees must agree to comply with safety and occupational health instruction provided in coordination with the local Safety and Human Resources Offices. Employees are responsible for keeping the designated work area and all other areas of the residence with which they come into contact during official duty hours free from all hazards and will exercise reasonable due care and prudence in carrying out official duties in these areas. The supervisor may inspect the home office with 24 hours advance notice to the employee.

16. Liability and Workers' Compensation. Any Government exposure to liability would be covered under the Military Personnel and Civilian Employees Claims Act, the Federal Tort Claims Act, or the Federal Employees Compensation Act. The supervisor's signature on the request for compensation attests only to what the supervisor can reasonably know, whether the event occurred at a conventional or alternative work site during official duty.

FOR THE COMMANDER:

APPENDIX A
FLEXIPLACE PROGRAM
EMPLOYEE/SUPERVISOR AGREEMENT

THE FOLLOWING CONSTITUTES AN AGREEMENT ON THE TERMS AND CONDITIONS OF THE FLEXIPLACE PROGRAM BETWEEN:

Organization/Division _____

Employee _____

1. Employee volunteers to participate in the program and to adhere to the applicable guidelines and policies. Organization concurs with employee participation.

2. Employee agrees to participate in the program not to exceed one year.

Beginning _____ and ending _____

This agreement may be extended beyond the initial one year period if agreeable to the organization and the employee.

3. Employee's on-site tour of duty will be

From: _____ to: _____

On the following days: _____

Employee will be working at the alternate work site

From: _____ to: _____

On the following days: _____

These dates/times may be modified as needed to meet mission requirements as required or approved by the supervisor.

4. Employee's official duty station _____

5. The alternate worksite is located at:

Describe-in detail the designated work area at the alternate worksite:

All pay, special salary rates, leave and travel entitlements will be based on the employee's official duty station.

6. Employee's timekeeper will have a copy of the employee's Flexiplace schedule and will record the employee's time and attendance as performing official duties at the official duty station.

7. Employee must follow established office procedures in obtaining supervisory approval for accrual and use of leave, credit time and overtime.

8. Employee will continue to work in pay status while working at the alternate worksite. If employee works overtime that has been ordered and approved in advance, he/she will be compensated in accordance with applicable law, regulations, and federal personnel manual guidance. The employee understands that the supervisor will not accept the results of unapproved overtime work. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from the flexiplace program or other appropriate action.

9. If employee borrows government equipment, employee is responsible for protecting the government equipment. The government will service and maintain government-owned

equipment. If employee provides own equipment, he/she is responsible for servicing and maintaining it.

10. Provided the employee is given at least 24 hours advance notice, the employee agrees to permit inspections by the government of the alternate worksite during the employee's normal working hours to ensure proper maintenance of government-owned property and worksite conformance with safety standards and other specifications in these guidelines.

11. Any accident or injury occurring at the alternate worksite must be brought to the immediate attention of the supervisor. The supervisor must investigate all reports immediately following notification, because an employment-related accident will have been sustained outside the premises of the official duty station.

12. The government will not be liable for damages to an employee's personal or real property during the course of performance of official duties or while using government equipment in the employee's residence, except to the extent the government is held liable by the Federal Tort Claims Act.

13. The government will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) whatsoever, associated with the use of the employee's residence. By participating in the flexiplace program, the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by statute and implementing regulations.

14. Employee is covered under Federal Employee's Compensation Act if injured in the course of actually performing official duties at the official duty station or at the alternate worksite.

15. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
16. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor and according to performance objectives stated in the employee's performance plan.
17. Employee's job performance will be evaluated on criteria and milestones determined by the supervisor, and documented on DA Forms 7222-1 and 7223-1.
18. The evaluation of the employee's job performance will be based on norms or other criteria derived from past performance, occupational standards, and/or other standards consistent with these guidelines. For those assignments without precedent or without standards, regular and required progress reporting by the employee will be used by the supervisor to rate job performance and establish standards.
19. Employee and supervisor agree to complete surveys as required.
20. Employee's most recent performance rating of record must be "Successful Level 3" or higher.
21. Employee's current performance plan must include performance objectives covering work completed at the official duty stations as well as work completed at the employee's alternate worksite and must be documented on DA Forms 7222-1 and 7223-1.
22. Employee will apply approved safeguards to protect Government/agency records from unauthorized disclosure or

damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974.

23. Employee and supervisor agree to attend an orientation group meeting and periodic focus group meetings as required by local Human Resource Offices.

24. The supervisor or employee may terminate participation at any time with five working days advance written notification to the other. Upon termination, supervisors and employees are obligated to make arrangements for the employee to work at the official duty station as quickly as possible, but no later than ten work days after notification of termination.

25. Employee agrees to limit her/his performance of her/his officially assigned duties to her/his official duty station or to agency approved alternative worksites. Failure to comply with this provision may result in loss of pay, termination of the flexiplace arrangement, and/or other appropriate disciplinary action.

Supervisor _____ Date

Employee _____ Date

Organization Project Coordinator _____

APPENDIX B
FLEXIPLACE PROGRAM
REQUEST FOR PARTICIPATION IN FLEXIPLACE PROGRAM

1. I would like to participate in the Flexiplace Program. I understand if I am selected as a participant, I am bound by the terms and conditions of the program as outlined in the Employee Supervisor Agreement. I have read and understand the agreement. I have also provided the functions of my position that I believe fit the criteria for telecommuting.

2. I understand my participation is anticipated to last for a period not to exceed one year, and that I may request an extension to this arrangement during review of my performance at semi-annual TAPES performance review counseling sessions. I understand that if management does not have the resources to support this endeavor, i.e., required computer equipment, or operating budget funds, I will not be approved for participation at this time.

3. I understand that my participation is voluntary and that I may discontinue my participation in the program at any time with five working days advance written notice. However, should I elect to discontinue my participation in the program, I may not re-apply to the program for at least six months. A brief period of discontinuation may be allowed, for good reason, with supervisory approval.

Submitted:

TEAM MEMBER ADDENDUM
TO REQUEST PARTICIPATION IN THE FLEXIPLACE
PROGRAM

Instructions: Please complete the following questionnaire.

1. My current position is _____

2. My latest performance appraisal rating was: _____

3. My security clearance is: _____. It does/does not impact on my daily duties.
(Explain)

4. I have been in my current position for _____yrs/mos/wks.

5. My current work schedule tour of duty is (e.g., flexitour, "5-4/9n", "4/10", etc.)? _____.

6. The major portion of my job has a set number (quota) of specific work products that I am routinely expected to complete--e.g., cases, forms, etc.--in a set period of time. They are:

7. My current position does not have a set number of specific work products. The duties or functions that I propose to perform at the alternate work-site are (Attach a separate sheet, if necessary):

8. I wish to telecommute from (fill in one blank):

HOME: _____ Home Address _____

SATTELITE OFFICE: _____
Satellite Office Address

9. I will require the following types of agency equipment to perform my duties at the alternate work-site:

Computer: ____ Computer software: _____ Modem: _____

Fax machine ____ Desk: _____ Chair: _____ Drafting table ____

FTS-200 Calling Card: _____ Dedicated Phone line: _____

Other (Specify) _____

TAB E

LABOR-MANAGEMENT PARTNERSHIP
AGREEMENT BETWEEN
U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT,
AND NATIONAL FEDERATION OF FEDERAL EMPLOYEES,
LOCAL 33

The Galveston District, U.S. Army Corps of Engineers, and NFFE Local 33 agree to enter into this PARTNERSHIP AGREEMENT under the authority of Executive Order 12871 subject to the provisions of Chapter 71 of Title 5, United States Code. The parties to this agreement are committed to identifying problems and pursuing solutions that better serve the Galveston District's customers and mission. This agreement does not supersede or replace the Negotiated Agreement between the Galveston District and NFFE Local 33, the Executive Steering Committee, or provide for the resolution of grievances.

Galveston District managers and union officials will work together as a team, with a common focus. In order to realize its full potential, labor and management at all levels of the District recognize that a sound relationship is built on the following principles:

- Put the public interest first;
- Value and respect all members of the District work force;
- Identify and focus on common interest and shared problems rather than exclusive rights and conflicting positions;
- Share information, to the extent permitted by law, freely and openly in the decision-making process,

recognizing that informed employees and union involvement adds value to the quality of a decision;

- Strive to make workplace decisions by consensus, and accept accountability for them;
- Build trust and treat each other as equals, with respect and appreciation for each party's role and responsibilities; and
- Give priority to sustaining the partnership, recognizing that some conflict is inevitable and healthy, but secondary to our common interests.

Pursuant to this agreement the parties will establish a Partnership Council comprised of the District Commander and four (4) management representatives and the President of NFFE Local 33 and (4) union representatives. The Commander and Union President will serve as co-chairs. All actions will be by consensus.

The Council will model the implementation of these principles in the District by:

- Applying them in dealing with each other on matters that affect the District's civilian work force as a whole;
- Establishing an executive-level framework for labor-management relations and collective bargaining;
- Developing and implementing a comprehensive strategy to train District management and union officials in consensual methods of dispute resolution; and,

- Devising measures of the Council's and organizational performance and evaluating improvements in those measures that result from the Council's efforts.

To accomplish these responsibilities, the Council shall meet periodically, establish ground rules, add additional members (permanent or temporary), establish ad hoc committees, and take whatever action may be necessary to achieve the goals and objectives of this agreement.

This Council shall be established and operate in accordance with applicable laws. This agreement may be amended at any time by written agreement of the parties.

This Council shall be established and operate in accordance with applicable laws. This agreement may be amended at any time by written agreement of the parties.

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TAB F

MEMORANDUM FOR President National Federation of Federal Employees, Local 33

SUBJECT: Adoption of the Southwest Region Expedited Recruitment Process (SWERP)

1. Reference NFFE Local 33 Letter dated 29 April 1997(1998).

2. The Memorandum of Understanding (MOU) on SWERP entered into by the National Federation of Federal Employees (NFFE), Local 33 and the Galveston U.S. Army Engineer District on 11 February 1997 provided for a one-year test period of the expedited recruitment. As the process has proved to be a success, Galveston District agrees with NFFE 33 that the MOU be permanently adopted as written retroactive to 11 February 1998.

Signature Block

MEMORANDUM OF UNDERSTANDING
Southwest Region Expedited Recruitment Process (SWERP)

1. The National Federation of Federal Employees (NFFE) Local 33, hereafter referred to as Union, and the U.S. Army Engineer District (USAED), Galveston, hereafter referred to as Management, mutually agree to enter into a one year test utilizing the procedures set forth in the Southwest Region Merit Promotion and Placement Plan (Plan).

2. The Union President and Management's representative from the Human Resources Office participated in the Southwest Labor Relations Workshops convened in April 1996 at Fort Riley, Kansas and in May 1996 at Fort Worth, Texas. Both parties were instrumental in developing the Southwest Region Merit Placement and Promotion Plan to assist in the implementation of Southwest Region Expedited Recruitment Process (SWERP).

3. Both parties agree to support the implementation of this innovative plan to expedite recruitment and placement efforts. SWERP is designed to reduce the paperwork and preparation time of applications and expedite the process of qualifying, rating, and ranking candidates by the Southwest Region Civilian Personnel Operations Center (CPOC) at Fort Riley in order to provide District Managers with a selection list composed of high quality candidates in a timely manner.

4. Both parties agree to adopt the provisions of the Plan dated May 1996, (Attachment 1) and agree to the use of the SWERP in the Galveston District. This Plan will temporarily supersede SWFOM 690-1-335, Merit Placement and Promotion Plan and Article XIX of the Negotiated Agreement with the following exceptions:

a. ARTICLE XIX. Section 2c. Competitive promotion procedures will apply to selections involving transfer, reassignment, or reinstatement of job applicants from outside the bargaining unit.

b. ARTICLE XIX. Section 10. ADDITIONAL INFORMATION: Employees may use a reasonable amount of duty time and government equipment including typewriters, microcomputers and copy machines to complete any forms, questionnaires, or other required information requested by the Corps of Engineers for the purpose of rating or selection as long as it does not interfere with mission accomplishment.

c. Where the Plan is silent regarding certain aspects of the merit promotion and staffing program, the provisions of the current collective bargaining agreement, law, rule or regulation will apply as appropriate.

The Union and Management agree to educate the work force concerning SWERP before the first announcement is made under the procedure. A descriptive list of appropriate types of material which may be sent to the CPOC for inclusion in the OPF will be provided to the work force.

6. The Union and Management agree to adopt the provisions of the Plan dated May 1996 for the period of one year of the date of signature of both parties. Following the test period, if both parties are in agreement, SWERP will be adopted as tested. If the test year has shown or shows a need for modifications that can be accomplished with MOUs, those mutually agreeable adaptations will be included in MOU format. If not mutually agreed to, procedures for Galveston District bargaining unit positions will revert to the procedures negotiated in Article XIX, until such time as the contract is opened for negotiations. Adoption for the duration of this MOU does not relinquish the rights, duties, and

obligations of either party under Chapter 71, Title 5 of the U.S. Code and of Executive Order 12871.

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TAB G

MEMORANDUM OF UNDERSTANDING (MOU) ON ORGANIZATIONAL ADJUSTMENTS

1. The EMPLOYER, Galveston District, and the UNION, NFFE Local 33, hereby agree to the following:

a. Transfer of four engineers from the Engineering Division to the Construction/Operation Division. See Attachment No. 1.

b. Transfer of the land survey team from Engineering Division to the Construction/Operation Division. See Attachment No. 2.

c. Establishing a Resident Office to support the INS construction project. See Attachment No. 3 -MOU For Publicizing Temporary Assignments.

d. Establishing a Houston Resident Office to decrease the scope of the Northern Area Engineer's responsibilities to a manageable level. This issue was tabled for these negotiations.

e. Moving the Reservoir Control function from Engineering Division to Construction/ Operations Division.

2. This agreement is consistent with Executive Order 12871 and the spirit of the Galveston Labor-Management Partnership.

3. Miscellaneous:

a. This Agreement constitutes an addendum to the negotiated agreement and is subject to the negotiated grievance procedures.

b. This Agreement must conform to law as well as government-wide regulations in effect at the time of execution.

c. This Agreement does not waive or limit any existing statutory rights of employees.

4. Implementation of this MOU will be in effect immediately upon final signatures.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AGREED ON THIS ARTICLE TO BE INCLUDED IN THE NEGOTIATED AGREEMENT BETWEEN THE COMMANDER, U.S. ARMY CORPS OF ENGINEERS, GALVESTON DISTRICT AND THE NATIONAL FEDERATION OF FEDERAL EMPLOYEES LOCAL 33, 28 APRIL 1997.

Signature Block

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ATTACHMENT NO. 1: Transfer of four engineers from the Engineering Division to the Construction/Operation Division.

1. The EMPLOYER Galveston District, and the UNION, NFFE, Local 33, hereby agree that the transfer of the four engineers from ED to CO is a non-issue and can proceed at this time. This document is attachment to the current negotiated agreement between the parties.

2. This agreement is consistent with Executive Order 12871 and the spirit of the Galveston Labor-Management Partnership

NEGOTIATION TEAMS

FOR UNION
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FOR MANAGEMENT
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ATIACHMENT NO. 2: Transfer land survey team from the Engineering Division (ED) to the Construction-Operations Division (CO).

1. The EMPWYER, Galveston District, and the UNION, NFFE, Local 33, hereby agree that the transfer of the survey team from ED to CO can proceed at this time in accordance with the following agreement. This document is an attachment to the current negotiated agreement between the parties.

Supervisory control.

The four party members will be assigned to the Northern Area Office.

Their rating Supervisor will be Area Engineer, Mr. XXXXX XXXXX.

The party will be under the operational supervision of a GS-12 Civil Engineer. The engineer will be responsible for the coordinating work assignments, establishing priorities, and providing technical assistance necessary to accomplish their assigned task and mission.

Operational Procedures.

The survey party will be made available to accomplish pressing or urgent Engineering Division surveys. When surveys are needed to support Engineering Division's mission, the senior civil engineering technician, Mr. XXXXX XXXXX, will be the point of contact between ED and CO, Northern Area Office. Mr. XXXXXX will assure that ED's requirements are defined, explain the scope of work needed to the Con-Ops supervisor, coordinate the schedule for performance, and provide any special guidance.

The Chief, Geotechnical and Surveys Branch will assign or perform these duties in the absence of Mr. XXXXXX.

When priorities conflict with planned work, resolution will be achieved by elevation and resolution through supervisory channels, consistent with the needs of the District's overall mission.

Other Considerations:

a. All administrative support will be provided by CO, equipment transfers will be coordinated by responsible hand receipt holders.

b. Work assignments and job descriptions will be reviewed, and action taken to assure equity in pay and grade for all survey party members. Status of action will be reviewed monthly to assure accomplishment within a reasonable period of time.

ATTACHMENT NO. 2: Transfer land survey team from the Engineering Division (ED) to the Construction-Operations Division (CO).

2. This agreement is consistent with Executive Order 12871 and the spirit of the Galveston Labor-Management Partnership.

NEGOTIATION TEAMS

FOR UNION

FOR MANAGEMENT

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ATTACHMENT NO. 3

MEMORANDUM OF UNDERSTANDING FOR PUBLICIZING TEMPORARY ASSIGNMENTS

The UNION and MANAGEMENT have agreed that it is in the District's best interest to maintain and develop a strong professional workforce. We agree that this common goal can be enhanced when all employees are aware of work assignments that may provide the opportunity for career development.

This Memorandum of Understanding (MOU) is to afford interested and qualified employees the opportunity to request consideration for career development opportunities to management-directed noncompetitive assignments. These may include:

- Temporary management-initiated reassignments of 30 days or more

- Temporary promotions in duration of 30 days to 120 days
- Details to higher-graded positions in duration of 30 days to 120 days

- Details to same or lower-graded positions in duration of 30 days to 1 year

Emergency situations are excluded.

Whenever a work assignment of this nature arises, MANAGEMENT will conduct a "Survey of Interest" to inform District employees to request consideration for the assignment. The "Survey of Interest" will identify the nature of the work assignment and specific requirements to the extent they are known, such as location, work characteristics, duration of assignment, temporary-duty requirements, and any other pertinent information. The "Survey of Interest" will be distributed

to all District employees through E-Mail, unless another distribution is determined to be more appropriate. District employees will be encouraged to review the assignment and requirements and respond to the survey for consideration. Employees showing interest will be considered along with employees from other sources. Management has final authority in making the assignment.

TAB H

MEMORANDUM OF UNDERSTANDING
BETWEEN
CORPS OF ENGINEERS, GALVESTON DISTRICT
AND
AGFE LOCAL 33

SUBJECT: Galveston District's Implementation of The Travel and Transportation Act of 1998 (TTRA)

1. Public Law 105-264, Travel and Transportation Act of 1998 (TTRA) requires that, effective 1 May 2000, all Federal Government personnel use the government sponsored, contractor issued travel charge card for expenses arising from official travel. The Department of Defense (DOD) and Department of the Army (DA) implementation guidance identified exemptions from the stated requirement for certain types of expenses and classes of civilian and military personnel. Effective 1 May 2000, all travel orders must identify whether mandatory use of the travel card is required or whether a traveler is exempt from this requirement. The Corps of Engineers Finance and Accounting System (CEFMS) provides a standard remark for inclusion on travel orders when use of the card is mandatory.

2. Even when card use is mandatory, the Government recognizes its responsibility for reimbursing such official costs; therefore, failure to use the government travel card, as noted on the travel orders, will not be a basis for denying reimbursement. To clarify certain points in the implementation guidance, the EMPLOYER (Corps of Engineers, Galveston District) and representatives of the UNION {Local 33 of the American Federation of Government Employees (AFGE)} met and negotiated the following details of the requirements:

a. CLASSES OF PERSONNEL EXEMPT FROM MANDATORY CREDIT CARD USE-

1) Of the fourteen classes of personnel exempt from using the credit card, identified in the DoD implementation guidance, the following categories were discussed due to the expectation that they will be most applicable to the Galveston District:

- a) Employees with a pending application for a card;
- b) Individuals employed on a temporary or intermittent basis, provided their supervisor determines that the duration or other circumstances pertaining to the employment does not justify issuance of a travel card;
- c) Employees who are indebted to credit card companies as a result of the Government travel card will not be issued a credit card and are exempt from the mandatory use of the credit card;
- d) Employees who do not have a credit card and do not fall into one of the other exemptions noted here, will be required to apply for a Government travel card when filing the voucher for their first TDY trip.

2) Government travel advances will be available to all exempt employees, including those making their first TDY trip. Travel advance requests should be submitted to the Resource Management Office, one week prior to the departure date.

b. DISTRICT ENFORCEMENT –

1) Both parties recognize that discipline is one of management's non-negotiable rights. As such, nothing in this agreement shall affect the EMPLOYER'S authority to take disciplinary action against employees, in accordance with

applicable laws. The UNION will be advised in advance of the details of any disciplinary actions involving non-compliance or failure to follow Government Travel Card guidelines by a bargaining unit member.

2) One measure, available to the Government through its agreement with the Contractor is garnishment of wages to collect undisputed delinquent amounts owed by employees. The EMPLOYER will advise the UNION officials and all District employees, in advance, of the procedure that will be used in collection of this type of debt. The collection procedures will be in accordance with applicable laws, rules and regulations and the provisions of the General Services Administration SmartPay master contract. Since the travel charge card is individually billed by the contractor, the garnishment procedures will be provided to the employees in writing prior to implementation of the process.

c. REIMBURSEMENT OF AUTHORIZED TRAVEL EXPENSES –

1) DOD personnel must be reimbursed for authorized travel expenses no later than thirty days after submission of a proper travel claim to the approving official. If a travel claim contains any errors that would prevent payment, the claimant will be notified about the error within seven work days of submitting the claim. The reasons why the travel claim is not proper will be included so the traveler can correct the problem.

2) When payment of the travel settlement takes longer than thirty days following submission of a proper travel claim, a late payment fee, based on the Prompt Payment Act will be paid to the employee. Such interest will be calculated for the period beginning on the 31st day after submittal of the claim and ending on the day before the date of disbursement by the Government. The only exception to payment of a late fee is when the payment

would be less than \$1.00. Additionally, the traveler will be paid an amount equal to any late payment charge that the travel card contractor would have been able to charge if the traveler had not paid the bill.

d. TTRA PROVISION TRAINING –

The EMPLOYER will provide training, available to any bargaining unit employee on provisions of the Government Travel Card, within sixty calendar days of the date of the last signature.

e. RELATION TO PREVIOUS AGREEMENTS –

This signed MOU represents an addendum to the negotiated agreement dated 14 June 1993 between the EMPLOYER and the UNION. It supersedes Article X, section 3 of the previously agreed upon Galveston District UNION contract.

Signature Block

TAB I

AMENDMENT OF RECOGNITION OR CERTIFICATION

Pursuant to Section 2422.1 of the Regulations of the Federal Labor Relations Authority, a petition was filed seeking to amend the certification granted to the National Federation of Federal Employees on November 16, 1970, in Case No. 63-2286-RO as the exclusive representative of certain employees of the Department of the Army, Corps of Engineers, Galveston District, Galveston, Texas by changing the designation of the exclusive representative for this existing bargaining unit from the National Federation of Federal Employees to the American Federation of Government Employees.

On January 19, 2000, I issues a Decision and Order finding that the certification may be amended as requested.

No timely application for review having been filed with the Authority, pursuant to the authority vested in me as Regional Director,

I ORDER that the certification granted to the National Federation of Federal Employees on November 16, 1970, in Case No. 63-2286-RO, as the exclusive representative of the following unit of employees:

INCLUDED: All non-supervisory, non-professional and professional GS and WG employees assigned to the U.S. Army Engineer District, Galveston, Texas.

EXCLUDED: All managerial supervisory and guard employees. All employees engaged in Federal personnel work in other than a purely clerical capacity. All nonsupervisory unlicensed personnel aboard the U.S. Hopper Dredges A. Mackenzie and McFarland. All nonsupervisory core drill unit employees. All licensed marine engineers. All Masters and licensed deck officers.

is amended by changing the name of the exclusive representative from the National Federation of Federal Employees to the American Federation of Government Employees.

Signature Block

CERTIFICATE OF SERVICE
Case No. DA-RP-90028

I certify that I have served the parties listed below a copy of the AMENDMENT OF RECOGNITION OR CERTIFICATION issued by Regional Director, Mr. XXXXX XXXXX, by regular mail:

XXXXX XXXXX
President
Local 33
2000 Fort Point Road
Galveston, Texas 77550

XXXXX XXXXX
National Organizer
American Federation of Government Employees
80 F Street
Washington, D.C. 20001

XXXXX XXXXX
Labor Counselor
U.S. Army Corps of Engineers
Galveston District
2000 Fort Point Road, Room 363
Galveston, Texas 77550

XXXXX XXXXX
Director, Program Development
Office of the General Counsel
607 14th Street, N.W., Suite 210
Washington, D.C. 20424-0001

Signature Block

TAB J

MEMORANDUM OF UNDERSTANDING

RESUMIX

1. The American Federation of Government Employees (AFGE), Local 33, hereafter referred as the Union, and the U.S. Army Engineer District (USAED), Galveston, Corps of Engineers, hereafter referred to as Management, mutually agree to use RESUMIX as the recruitment process for competitive placements. As such, the Memorandum of Understanding signed on 11 February 1997, and made permanent 11 February 1998, by the Union and Management to use the Southwest Region Expedited Recruitment Process (SWERP) is hereby superseded in its entirety. The Union and Management agree to use the Southwestern Division Merit Placement and Promotion Plan, dated 1 March 2000, for RESUMIX placement actions.

2. Management agrees to the following in the implementation of RESUMIX:

a. Educate the workforce on RESUMIX and provide training to interested employees on computer-generated resumes using the Army Resume Builder.

b. Provide training to selected individual union members that will enable them to assist others in the RESUMIX application process.

c. Grant employees a reasonable amount of duty time and government equipment including typewriters, microcomputers, copy machines, and internet access to complete their resume's, any related forms, questionnaires, or other required documents as long as such use does not interfere with mission accomplishment.

d. Designate specific individuals as points of contact for general RESUMIX information on the system or procedures.

e. Make training available to employees on basic computer skills that will enable them to complete their resumes.

f. Post District vacancy announcements on the main bulletin board.

3. Management and the Union agree that RESUMIX is a new process and neither the Union nor Management is able to anticipate all potential issues/problems. The Union and Management agree to adopt the RESUMIX procedures for the period of one year from the date of execution of this Memorandum of Understanding. If the test period shows a need for modification to the recruitment procedures under RESUMIX, Management and the Union will discuss the MOU and mutually agree on permanent acceptance or modifications no later than 35 calendar days after the termination of the test period. The recruitment procedures under RESUMIX as provided under this MOU will continue to apply until such time it is changed or modified by mutual agreement.

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