

**AGREEMENT BETWEEN THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS and the
UNITED STATES ARMY ENGINEER DISTRICT NASHVILLE**

PREAMBLE

Pursuant to the policy set forth in the Title VII of the Civil Service Reform Act of 1978, Pub. L. No. 95-454 (Codified at 5 U.S.C.), hereinafter referred to as Title VII and subject to all applicable rules and regulations as issued by the Federal Labor Relations Authority, the Office of Personnel Management, and the Department of the Army, the following articles constitute an agreement by and between the District Engineer, U.S. Army Engineer District, Nashville, Tennessee, hereinafter called the EMPLOYER and IBEW, Local 2080, Nashville, Tennessee, signatory hereto, and hereinafter referred to as the UNION.

Article 1 - Exclusive Recognition and Coverage of Agreement

1.1 The EMPLOYER recognizes the UNION as the exclusive bargaining representative for all of its employees included within the bargaining unit as outlined below:

a. Included: All permanent employees assigned to and located at hydropower plants and navigation locks and all permanent employees of repair parties, specialized maintenance crews and fleet operations, employed by the U.S. Army Engineer District, Nashville, Tennessee.

b. Excluded: General schedule employees, management officials, employees engaged in federal personnel work other than in a purely clerical capacity, professional employees and supervisors as defined in Title VII.

1.2 Termination of this Agreement will not, in itself, terminate the recognition of the UNION.

Article 2 - Rights and Obligations of the Labor Organization and Management Officials

2.1 a. The EMPLOYER and the UNION shall exercise the rights and fulfill the obligation contained in Title VII. Both parties recognize the requirements of Title VII to negotiate in good faith, the recognition that such negotiation is subject to all applicable laws and regulations, published agency policies and regulations, and Title VII itself. This agreement is not subject to change by future agency regulations unless they are required by law, by regulation of an authority outside the agency, or unless agreed to by both parties, during the term of this Agreement.

b. In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, by published agency policies and regulations in existence at the time this agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

c. Management officials of the agency retain the right, in accordance with applicable laws and regulations and this Agreement, in part or as a whole-

(1) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws-

(a) to hire, assign, direct, layoff and retain employees in the agency, or to suspend, re- move, reduce in grade or pay, or take other disciplinary action against such employees;

(b) to assign work, to make determinations with respect to contracting out, and to deter- mine the personnel by which agency operations shall be conducted;

(c) with respect to filling positions, to make selections for appointments from

(i) among properly ranked and certified candidates for promotion or

(ii) any other appropriate source; and

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

2.2 The EMPLOYER will refrain from interfering with, restraining or coercing any employee in the exercise of their rights assured by Title VII and this Agreement.

2.3 The UNION agrees that its members, stewards and officials will refrain from making irresponsible, false, unsupported or defamatory statements against any individual, group or organization.

2.4 The UNION shall act for and negotiate agreements covering all employees in the unit and shall be responsible for representing the interest of all such employees.

2.5 The UNION shall be given the opportunity to be represented at all formal discussions be- tween management and employees or employee representatives concerning grievances, personnel policies and practices, and matters affecting working conditions of the employees in the unit.

2.6 The UNION and EMPLOYER will meet at reasonable times and confer in good faith with respect to personnel policies and practices and matters affecting working conditions so far as may be appropriate under applicable laws, regulations, and published agency policies and regulations. Such matters appropriate for consultations include, but are not limited to, various aspects of occupational health and safety, employee training, employee welfare and services, methods of adjusting grievances and appeals, hours of work, pay practices, granting of leave, promotion plans, demotion practices, and reduction-in-force practices.

2.7 If an impasse is reached during negotiations for changes in the existing Agreement, the EMPLOYER and UNION will each designate one (1) individual from the negotiating team, the two of which will form a two person team to study the matters and make specific recommendations to the parties. In the event a negotiation dispute between the parties persists despite diligent efforts by both parties to reach an agreement, both parties will refer the impasse to their respective higher headquarters, in an effort to determine a position that will be acceptable to both parties. If such effort is not successful, either party may request mediation assistance. Services of the Federal Mediation and Conciliation Service will be in accordance with the rules of that agency. Mediation shall be considered the primary means of resolving negotiation impasses and the parties involved agree to participate in the mediation process in a positive manner.

2.8 If voluntary arrangements, including the services of the Federal Mediation and Conciliation Service or any other third-party mediation, fail to resolve a negotiation impasse, either the EMPLOYER, the UNION, or both parties jointly, may request the Federal Service Impasse Panel to consider the matter or the parties may agree to adopt a procedure for binding arbitration of the impasse, but only if the procedure is approved by the Panel.

ARTICLE 3 - UNION Representatives

3.1 The EMPLOYER agrees to recognize the officers and duly designated representatives of the UNION and shall be kept advised in writing by the UNION of the names of its officers and representatives.

3.2 The EMPLOYER agrees to recognize the job stewards duly authorized by the UNION. The number of stewards shall be the number reasonably required in order to assure that each employee in the bargaining unit shall have ready access to a steward at their work location. The UNION shall supply the EMPLOYER in writing, and shall maintain with the EMPLOYER on a current basis, a complete list of all authorized stewards, together with the designated group of employees they are authorized to represent.

3.3 In the interest of efficient conduct of Government business and the economical use of Government time, those activities such as attendance at membership meetings, solicitation of membership, campaigning for labor organization offices, conduct of elections of labor organization offices, distribution of literature, and all other activities concerned with internal management of labor organizations will be conducted outside the regular working hours.

3.4 The EMPLOYER agrees that reasonable arrangements will be made for stewards and UNION officers to carry out their respective duties in connection with the consultation relationship between the parties. The UNION agrees to guard against the use of excessive time for such activities and will encourage all employees in the Unit to engage only in those activities which are authorized by this agreement. When necessary to bring about a prompt and expeditious disposition of a grievance or complaint, provisions will be made for consultation between UNION representatives and local management officials. A reasonable length of time during working hours will be allowed for consultation with local management officials without suffering loss of pay or benefits of any kind. When officers or stewards are performing authorized representational business, all time spent performing their tasks and functions will be recorded under the EMPLOYER's timekeeping system.

3.5 The EMPLOYER will give notice when a designated steward is transferred, promoted, terminated, or retired or is otherwise removed from the bargaining unit. This Article is not subject to the Grievance Procedure.

3.6 The EMPLOYER will make passes available, as necessary, for the use of authorized local UNION and INTERNATIONAL UNION representatives to visit the activity to carry out the functions which come within the scope of their responsibility when not in conflict with the security or mission of the activity.

3.7 Permission shall be granted all job stewards and other elected UNION officials to swap shifts with fellow employees, by mutual agreement, at their respective locations in order to attend regular monthly or specially called UNION meetings provided: (a) it has local supervisory approval; and (b) it complies with administrative regulations.

3.8 The President of the UNION Local will be invited to participate in the deliberations of the Incentive Awards Committee with respect to:

- a. Planning suggestion program activities to stimulate participation.
- b. Establishing suggestion program goals and targets.
- c. Evaluating suggestion program progress and appraisal of employee, supervisor and management reactions.

ARTICLE 4 - Energy Conservation and Productivity

The UNION and the EMPLOYER recognize the need for energy conservation and maximum productivity from effort expended. The UNION and the EMPLOYER will exert maximum effort to limit equipment outage time to the minimum.

ARTICLE 5 - Hours of Work and Basic Work Week

- 5.1 Except as provided under the provisions of a compressed work schedule, the basic work week for non-shift employees will normally consist of five eight-hour days, Monday through Friday inclusive, and their regular hours of work shall not exceed 8 hours a day, 40 hours a week.
- 5.2 The EMPLOYER agrees to not change the basic work week of Monday through Friday of any employee except when necessary to have the work schedule correspond with actual work requirements.
- 5.3 Except when necessary to have work hours correspond with actual work requirements, the scheduled starting and stopping times will be those mutually agreed upon between the employees and the supervisor. Where mutual agreement between the employees and the supervisor at any work location cannot be reached, the matter will be resolved through the grievance procedure. Where 24-hour coverage is regularly required, the changes will be established consistent with work requirements.
- 5.4 A master schedule, mutually agreed to by the EMPLOYER and the Employees, indicating the cycle of shift rotation, duration in days of a particular shift rotation, duration in days of a particular shift and the off days under normal conditions for employees working rotating shifts, shall be posted at the regular work locations. Established schedules (pay period schedules) will be prepared, using the master schedule as a guide, and will be posted at least two weeks in advance at the respective work locations. When a condition necessitates a change in the established schedule (posted pay period schedule), affected employees will receive at least 24-hours notice of the change in the established schedule (posted pay period schedule), except when the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.
- 5.5 Shift employees shall be entitled to a 2-shift (usually 16-hour) rest period between shifts wherever possible and practicable. A "hurry-back" may be scheduled if requested by an employee, but a note must be made on the schedule stating the reason; otherwise, a "hurry-back" will not be scheduled except in an emergency, when it is unavoidable, or if allowed under the provisions of a compressed work schedule.
- 5.6 When a multiple-shift operation is initiated for repairs and channel maintenance, at least 24-hours notice must be given to the affected employee, except when the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.
- 5.7 Where applicable, all employees working in multiple-shift assignments shall receive the shift differential authorized by the DOD wage fixing authority.
- 5.8 Operators may be allowed to swap shifts with each other provided provisions of applicable regulations and this agreement are followed. All affected operators must agree to the swap and sign the schedule. Shift swaps will be allowed only for entire shifts and must be completed in the same administrative week. Shift swaps may not result in additional cost.

ARTICLE 6 - Compressed Work Schedules

6.1 Compressed work schedules (CWS) may be tested and established at locations within the bargaining unit in accordance with the provisions of this Article upon agreement between the employees and management. Either the employees or management may propose schedules.

6.2 Seventy-five percent (75%) of the employees within a work group proposing a compressed work schedule must agree with the proposed schedule. A work group is defined as all employees in an identifiable work group, such as all operators or all maintenance personnel at a power plant or lock, all floating plant and repair party employees, etc. The UNION will submit to the supervisor proposed schedules in writing with the signatures of all employees in the work group indicating whether they are for or against the proposed schedule. Employees may not be directly or indirectly intimidated, threatened, or coerced into agreement with a work schedule. All employees in a work group will work the same schedule. In any work group where an employee invokes a justifiable hardship claim (i.e., childcare or elder care responsibilities, etc.) compressed schedules may not be started and will be terminated if in effect.

6.3 Justifiable hardship claims are defined as:

- a. Inability to provide child or elder care for dependents.
- b. Physician-certified health problems which prevent the employee from working CWS.
- c. Other claims of personal hardship not listed may be approved by the EMPLOYER and UNION, by mutual consent, on a case-by-case basis.

6.4 The schedule must cause no adverse impact on the operation of the facility. Proposed schedules will be analyzed to determine workability. Schedules that would clearly have an adverse impact will not be tested or implemented.

6.5 Adverse impact is defined as a reduction of productivity, a diminished level of customer service, or an increase in the cost of operations (other than reasonable administrative cost relating to the process of establishing a compressed schedule).

- a. Reduction in productivity is defined as any measurable or observable reduction in the facility's or operation's product solely as a result of CWS.
- b. Diminished level of customer service is defined as any measurable or observed negative impact on customer service solely as a result of CWS.
- c. Additional cost is defined as any increase in the operational cost of the facility solely as a result of CWS.

6.6 Each acceptable proposed schedule will be tested for a period of one (1) year. At the conclusion of the test, the schedule will be analyzed for adverse impact. If it is determined there is no adverse impact and 75% of the employees in the work group agree, the schedule may be continued. If at any time during the test period or any time thereafter management determines the schedule is having an adverse impact, management will meet with the UNION and attempt to make adjustments to the schedule to eliminate the adverse impact. If the adverse impact cannot be eliminated, management may terminate the compressed work schedule.

6.7 Should a test of a CWS fail to meet these criteria, the facility shall not re-test the same schedule. Another compressed work schedule will not be tested within the same work group for a minimum period of one-year following termination of a test. Schedules accepted and implemented will not be changed for a minimum period of two (2) years.

6.8 Upon successful completion of a test, the conditions and provisions of each work schedule will be incorporated into a written agreement between the employees within the work group and facility management. The agreement will specify:

- a. the basic workweek, including starting and stopping hours, off days and procedures for the administration of annual leave for the affected employees.
- b. a master schedule for employees working rotating shifts indicating the cycle of shift rotation, duration in days of a particular shift, days each employee will be off duty under normal conditions, and starting and stopping times of each shift.
- c. provisions that will ensure the availability of off-duty operators for relief purposes in the event of unscheduled absences and that will eliminate the necessity of working double shifts or excessively long hours. These provisions may not increase cost or include stand-by time.
- d. provisions or procedures necessary to make the schedule comply with the provisions of Articles 6.4 and 6.5.
- e. provisions that explain when overtime and premium time will be paid.

6.9 The UNION and management must approve proposed work schedule agreements.

6.10 All schedules must include a minimum of 80 hours of work per biweekly pay period per employee. Regularly scheduled shifts may not exceed 12 hours for lock and hydropower plant operators and 10 hours for all other employees.

6.11 Work schedules for temporary employees, students in cooperative education programs, trainees, and part-time employees will be determined by management. Employees working on compressed schedules under the terms of this Agreement may not earn or use credit hours. Employees new to a work group must adopt the hours of the work group. Justifiable hardship claims will be considered in accordance with Article 6.2 and 6.3.

6.12 Management may temporarily change the work schedule, including starting and stopping times, of any employee or group of employees at any location to meet actual work requirements.

ARTICLE 7 - Overtime Work & Premium Pay

7.1 Overtime work for Wage Board employees shall be paid at not less than time and one-half of the employee's hourly rate and appropriate shift differential.

7.2 Overtime shall be distributed fairly and equitably among qualified employees within their positions at assigned locations.

7.3 The UNION recognizes that employees of the EMPLOYER have a collective responsibility to perform any overtime required by the EMPLOYER. Therefore, in accordance with Article 7.2, the EMPLOYER shall maintain an up-to-date overtime roster of eligible employees. From the appropriate overtime roster, the qualified low man in overtime hours worked will be offered the over- time when such work is required. If this person declines the overtime work, it is still that person's responsibility to perform the work unless officially told that someone else higher on the list has accepted the overtime. Sixteen-hour shifts by one employee will not be worked unless unavoidable. The local UNION Steward and Supervisor will decide how refused overtime will be covered in the total hours used to determine the low overtime person. Overtime work continuous with the starting or ending of a shift is not covered by this section.

7.4 Normally, employees shall not be placed in a non-duty/non-pay or furlough status to circumvent the payment of overtime accomplished prior to a change in employee's basic work week.

7.5 During overtime assignments where food is not available at the job site, the EMPLOYER shall arrange an opportunity for the employee to obtain food when such opportunity did not exist prior to the overtime assignment.

7.6 An employee shall receive at least two hours of pay at the applicable overtime rate if they are called back to work on an overtime basis within their basic work week, or on one of their scheduled non-workdays, even if they are not utilized for the full two hours, unless the affected employee re- sides in government quarters on site. Overtime work continuous with the starting or ending of a shift is not covered by this section.

7.7 The EMPLOYER agrees that an employee in the unit engaged in work defined as hazardous by applicable regulations shall be entitled to appropriate pay differential.

Work situations where a dispute exists as to the eligibility for environmental differential will be reviewed by a committee consisting of two members designated by the EMPLOYER and two members designated by the UNION. The committee will recommend actions to overcome or reduce the risk of danger, if possible. If the environmentally adverse working conditions cannot be reduced or eliminated, the committee will submit a recommendation to the District Engineer.

The decision of the District Engineer will be final after oral presentation of the employee's position on the issues by the employee or their representative to the District Engineer upon request of the UNION.

7.8 The EMPLOYER agrees that employees whose regularly scheduled tour includes an eight- hour period of non-overtime duty, any part of which falls between midnight Saturday and midnight Sunday shall be paid an appropriate differential.

7.9 The EMPLOYER will strive to assign overtime work to qualified employees when they are available.

ARTICLE 8 - Holidays

8.1 In accordance with existing law and regulation, employees will be excused from work with- out loss of pay on a designated holiday or, if the employee is required to work, the employee will be paid at a premium rate. When a holiday falls on Sunday, the succeeding workday is considered the holiday for leave and pay purposes. When the holiday falls on Saturday, the preceding workday is considered the holiday. For employees working rotating shifts, their first non-workday is considered to be Sunday and the second non-workday is considered to be Saturday for holiday purposes.

8.2 When no work is performed on a holiday, an eligible employee will receive their regular rate of pay in effect for that day. If a holiday falls within the regularly scheduled workweek and work is performed, the employee will be paid applicable holiday premium pay. If work is performed on a holiday, but outside the regularly scheduled tour of duty, compensation will be at applicable over- time rates.

8.3 Shift differential will apply where appropriate.

ARTICLE 9 - Participation in Wage Surveys

9.1 Should any employee in the bargaining unit participate on a survey as an official data collector or team member, the employee will be in a duty status while doing so.

9.2 The EMPLOYER agrees to allow maximum UNION participation in wage surveys to the extent provided by Title VII, Department of Defense and Department of Army regulations.

9.3 The EMPLOYER shall provide the UNION, upon request, any available information relating to wage surveys covering bargaining unit employees.

ARTICLE 10 - Sick Leave

10.1 Employees shall earn and be granted sick leave in accordance with applicable statutes and regulations. The UNION recognizes the importance of sick leave and the obligations of the employee, as well as the advantage to the employee to utilize it only when incapacitated for the performance of duty by sickness, injury or other valid reason. The UNION therefore agrees to support management in its efforts to eliminate unwarranted or improper use of sick leave.

10.2 Sick leave may be granted to employees when incapacitated for performance of duties because of illness. An employee who does not report to work because of illness will contact their supervisor or the representative designated by their supervisor as early as practicable on the first day of the absence (normally at least two hours prior to the beginning of the shift for rotating shift workers and at the beginning of the shift or workday for non-rotating shift workers). Sick leave may also be approved for visits to physicians and surgeons, dentists, practitioners, opticians, and for the purpose of obtaining diagnostic examination and X-rays. Employees shall notify the appropriate supervisor as soon as possible after making appointments for these purposes.

10.3 Advance sick leave may be granted to employees who are expected to return to duty. The amount of sick leave advanced to an employee's account may never exceed 30 days at any time.

ARTICLE 11 - Annual Leave

11.1 Employees shall earn annual leave in accordance with applicable laws. Annual leave is subject to prior approval by management who makes the final decision on when leave is to be used.

11.2 Employees shall submit a tentative leave schedule to their supervisor for approval by 31 January each year. Employees may reschedule their leave during the leave year. Revisions will not conflict with leave scheduled by other employees on the initial schedule. Employees are responsible for scheduling vacation periods and requesting leave during periods when their services can best be spared. Employees will schedule all use-or-lose annual leave on the initial and revised schedules.

11.3 The supervisor will review the tentative leave schedules submitted by all employees under their supervision to assure that the combined leave schedules requested by all employees will allow for mission requirements. If the supervisor determines the tentative schedule does not meet the above requirements, the supervisor will meet with the employee(s) whose requested leave causes the anticipated difficulty in meeting mission requirements and attempt to work out a revised schedule which will accommodate the desires of the employee(s), as well as the requirements of the job. If an agreement cannot be worked out with the affected employees, the supervisor will determine when and the extent to which the requested leave can be approved, revise the schedule and post it for all employees. However, if work requirements indicate a need for the employee's services, scheduled leave may be cancelled by the supervisor and rescheduled to a time when their services may be spared.

11.4 Each employee shall be allowed two calendar weeks in increments of not less than one week (40 hours of annual leave) of their preference of leave. This leave shall be scheduled on the basis of not requiring more than eight hours of overtime per 40 hours of annual leave taken, and shall comply with the requirements of Article 11.1 thru 11.3. Once scheduled and approved by the supervisor, this leave will not be disturbed unless necessary to meet unanticipated mission requirements or prevent the payment of more than 24 hours of overtime per 40 hours of preference annual leave taken.

11.5 Rotating shift employees may be granted unscheduled annual leave consistent with the requirements of Article 11.1. Employees should request unscheduled annual leave as soon as practicable, but not less than 24 hours in advance. Requests for unscheduled annual leave will be considered on a first come - first served basis.

11.6 If another employee is available on a non-overtime basis to fill a shift vacated as a result of unscheduled annual leave, that employee may be assigned to fill the vacant shift. An unlimited amount of unscheduled annual leave may be allowed under the provision of this sub-Article if such leave does not have an adverse effect on the project's mission or create overtime. An employee scheduled to fill a vacant shift under the provisions of this Article may be returned to their regularly scheduled shift without regard to Article 5.5.

11.7 If a qualified employee is not available to fill the vacated shift on a non-overtime basis, up to 16 hours of overtime per year for each employee may be used to accommodate unscheduled annual leave. Normally, only one employee on a given date will be allowed to take unscheduled annual leave under the provisions of this sub-Article.

ARTICLE 12 - Leave of Absence

12.1 Employees may be granted leaves of absence without pay in accordance with applicable laws, regulations, and Corps policy and the merits of the individual case. Such leave of absence without pay will not exceed a period of one year for each application.

12.2 The EMPLOYER agrees that the UNION may designate employee members as representatives elected or appointed to a UNION office or as a delegate to any UNION activity necessitating a leave of absence, not to exceed 15 workdays a year. Upon written request by the UNION to the EMPLOYER, a reasonable amount of annual or approved leave without pay, as appropriate, may be granted.

12.3 The EMPLOYER recognizes the obligation to provide employment within the rating the employee held upon their request for leave and in the current pay status of such rating at the time the employee returns to work, provided the employee returns to work no later than at the end of the leave period and also provided the employee's status has not been affected by reduction-in-force action or position management changes during their leave of absence.

12.4 Employees in approved leave of absence without pay status shall accrue all rights and privileges with respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health Benefits Program, as provided by law or regulation.

ARTICLE 13 - Court and Military Leave

13.1 In the event an employee is called for jury duty or jury qualification, the EMPLOYER will pay them the basic rate for the time necessarily lost from their normal work schedule for such purposes.

13.2 If an employee is called for jury duty, they shall promptly notify the EMPLOYER in order that arrangements may be made for their absence from the activity.

13.3 The employee will present to the EMPLOYER a signed jury service time card or other satisfactory evidence of the time served on such duties.

13.4 Employees released early from jury duty will return to their duty station to complete the workday, provided

- a. they have an opportunity to return home for a change of clothes and to prepare for work, and
- b. they have an opportunity to return home for a change of clothes and to prepare for they have an opportunity to actually work at least two hours after reporting.

13.5 Employees scheduled for the afternoon and night shift will have their schedules changed to Monday through Friday on the day shift when called for jury duty/jury qualifications.

13.6 Military leave will be granted in accordance with applicable laws and regulations.

ARTICLE 14 - Placement Actions

14.1 When filling vacant positions, management will determine what method will be used to fill the position, including but not limited to lateral reassignments (employee-requested reassignments), direct placement of trainees, or vacancy announcements. Employee-requested lateral reassignments will be considered prior to announcing a vacant position. If the position is announced, management will consider qualified candidates from all appropriate sources consistent with Office of Personnel Management (OPM) requirements. Sources will include employee-requested and management-directed reassignments and local and outside candidates. If management determines to fill a vacant position by employee-requested lateral reassignment, the following procedures will be used.

- a. Lateral reassignments, except those to positions with known promotion potential, may be accomplished without regard to the competitive provisions of the Merit Placement Promotion Program. Except as required in Article 14.1, qualified employees may be offered lateral reassignments to vacant positions within the Nashville District. Management will determine when to make lateral reassignments.
- b. Employees will submit requests for lateral reassignments to their supervisors in writing and shall update their requests annually. Employees will be contacted to verify their interest in reassignments prior to the date selected for reassignment. Employees will accept reassignments to locations and positions for which they make application unless their application is withdrawn in writing prior to the date selected for reassignment.

14.2 If more than one qualified employee makes a request for lateral reassignment to the same position within the bargaining unit, management shall make a selection on the basis of merit and fitness. All other factors being equal, first consideration will be given to length of service as reflected in the service computation date (SCD) as shown on the employee's leave and earnings statement.

14.3 Employee-requested lateral reassignments will be at no expense to the government for per diem, transportation, travel, or moving expenses if less than four (4) years have passed from the effective date of the last employee-requested lateral reassignment.

ARTICLE 15 - Personnel Actions in Reduction-In-Force Situations and Re-Hiring

15.1 It is agreed that if time permits prior to any reduction-in-force action, management will take action to reduce the impact of the force reduction. Such action may include restricting recruitment, meeting ceiling limitations through attrition and reassigning employees in surplus positions to other positions for which they are fully qualified as they become vacant. Reduction-in-force actions will be effected in compliance with the existing statutory requirements and Office of Personnel Management, Department of Defense, and Department of the Army rules and regulations.

15.2 Any career or career-conditional employee who is separated because of a reduction-in-force action shall be placed on a reemployment priority list and shall be given priority for reemployment in accordance with existing Department of the Army Regulations.

15.3 In the case of a demotion taken voluntarily in lieu of a reduction-in-force action, the EMPLOYER agrees to give priority consideration to the repromotion of the employee to their former rating when a vacancy exists therein, provided the position is not obligated to an employee of higher retention standing.

15.4 Any career or career-conditional employee who is separated because of a reduction-in-force action and accepts temporary employment will not be deprived of their preference rights as stated in paragraph 2 of this Article.

15.5 In situations where an employee elects to take a lower grade in lieu of a reduction-in-force action, the employee must be qualified or given a reasonable training period on-the-job to become qualified to perform the job duties of the lesser-rated position.

ARTICLE 16 - Debt Complaint Procedure

The parties agree that employees are expected to pay just financial obligations in a timely and proper manner so as not to bring discredit upon themselves, the EMPLOYER, or the UNION.

ARTICLE 17 - Changes in Job Description

17. The EMPLOYER will discuss with the UNION any change in job descriptions prior to the effective date of the change. If no agreement can be reached on the matter, the EMPLOYER can still proceed to affect the change, subject to the employee's right to appeal.

17.2 Any employee in this bargaining unit who feels his job is improperly ranked or classified shall have the right to petition the EMPLOYER personally or through the UNION to have their job rating or classification examined.

17.3 The EMPLOYER agrees when significant new duties are assigned, they will be placed in the employee's job description.

17.4 Each employee will be given a copy of their job description.

17.5 a. When the term "other duties as may be assigned" or its equivalent is used in a position description, the term is mutually understood to mean "tasks that are traditionally related to the position and are of incidental nature."

b. It is understood that the language of Article 17.5 a. above does not preclude the EMPLOYER from assigning unrelated work to an employee such as when:

- (1) A general plant cleanup is required;
- (2) Work as defined in an employee's position is not available.

ARTICLE 18 - Training and Re-Training Program

18.1 The EMPLOYER agrees, insofar as the programs are available, to provide training for an adequate supply, as determined by management, of competent skilled personnel for the operation and maintenance at the facilities of the District. The UNION agrees to support such training programs and recognizes the responsibility of such employees to participate in and contribute to training to the extent permitted by their capabilities. These training programs shall be in accordance with criteria established by higher authority.

18.2 Training programs may also provide for further training of journeymen level craftsmen who wish to qualify for higher positions. The UNION will be allowed and encouraged to participate in all training programs to the extent provided by applicable regulation. The UNION may designate a member to serve on both Hydropower and Lock Training Committees.

18.3 A training program may be initiated by the EMPLOYER for reassignment of employees in the event of automation which poses a potential displacement of personnel if it is determined that other positions for which employees can be trained are available.

ARTICLE 19 - Safety

19.1 The EMPLOYER shall provide maximum effort to maintain safe working conditions and the UNION will cooperate to that end and encourage the employees to work in a safe manner. The EMPLOYER and UNION agree that each employee shall comply with the safety and health standards contained in the manual "General Safety Requirements" and all safety and health rules and regulations and orders issued by the Corps of Engineers.

19.2 The EMPLOYER and UNION agree that a Safety Committee shall be established consisting of an equal number of representatives designated by the UNION and EMPLOYER at each location. The steward shall represent the UNION on the committee. This committee shall function during working hours without any loss of pay or leave to its members and will meet as required. The committee shall report their findings and make recommendations to the supervisor.

19.3 A minimum of one safety meeting will be held monthly at each location. Unless circumstances prevent, each employee will be required to attend at least one safety meeting per quarter.

19.4 The supervisor shall, upon request, inform the steward at the injured parties' work location of accidents involving injury of personnel in the unit.

19.5 During investigation of accidents, operating errors or other unusual incidents, an employee may at their request have a job steward or their designated representative present while being questioned concerning the incident.

19.6 Local implementation of the Hazard Energy Control Plan shall be examined periodically, evaluated and adjusted as management deems necessary. The EMPLOYER will consider recommendations from safety committees at each work location.

19.7 Work in areas where conditions exist detrimental to the health or safety of employees shall be performed in accordance with the Safety and Health Requirements Manual.

19.8 The EMPLOYER agrees to furnish the protective clothing and equipment necessary for the performance of assigned work. The safety committee may recommend new protective clothing and equipment and/or modifications to existing equipment.

19.9 The EMPLOYER agrees to provide suitable safety shoes to all permanent employees in the bargaining unit. Employees shall be required to wear safety shoes at all times while on duty.

ARTICLE 20 - Grievance Procedures

20.1 The Employer and the UNION recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good management. Every effort will be made to settle disputes expeditiously and at the lowest possible level of supervision.

20.2 Most disputes arise from misunderstandings, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Accordingly, any employee with a dissatisfaction or disagreement will first discuss the matter informally with the immediate supervisor in an attempt to resolve the issue. If the issue cannot be resolved informally, the employee may file a formal grievance.

20.3 A grievance is defined to be any dispute between the EMPLOYER and the UNION or an employee or employees covered by this agreement which pertains to any matter involving the interpretation or application of this Agreement, or published agency policies and regulations which concern personnel policies and practices and matters affecting working conditions, whether or not specifically covered by this Agreement. A grievance may be filed by the UNION in its own behalf or on behalf of any employee in the unit, or by an employee on the employee's own behalf. The UNION shall have the right to be present during grievance proceedings. This shall be the exclusive procedure available to the parties and the employees in the unit for resolving grievances which fall within its coverage.

20.4 Exclusions to this grievance procedure include:

- a. EEO matters.
- b. Termination of probationary and/or temporary employees.
- c. Retirement, life insurance, or health insurance.
- d. The classification of any position which does not result in reduction in grade or pay of an employee.
- e. Any examination, certification, or appointment.
- f. A suspension or removal under section 7532 of 5 USC.
- g. Any claimed violation relating to prohibited political activities.
- h. Non-selection from a group of properly ranked and certified candidates.
- i. Issues concerning compressed work schedules.

20.5 Should substantially identical grievances be filed simultaneously, such grievances shall be consolidated at the Second Step, and management's decision shall be furnished to all grievants. The aggrieved employee(s) shall notify the job steward of all formal grievance proceedings and the job steward shall be afforded the opportunity to be present. Any grievance which is not taken up with the employee's immediate supervisor within 15 calendar days after the occurrence of the matter out of which the grievance arose shall not be presented or considered at a later date. Deciding officials may extend time frames for responding to grievances. The following Articles outline the formal grievance procedure.

STEP 1

a. The grievant (either employee or job steward) shall provide a written grievance to the employee's immediate supervisor within 15 calendar days of the occurrence of the matter out of which the dispute arose. The written grievance will include:

- (1) Nature of the complaint (explain the incident or condition which has caused dissatisfaction).
- (2) Specific rules, procedures, regulations, and Articles of this Agreement that may have been violated.
- (3) Names of employee(s) not a party to the grievance who may have further information about the matter.
- (4) Corrective action requested. The remedy must be personal to the employee and may not include a request for disciplinary or other action affecting another employee.
- (5) Signature of the employee and job steward (or job steward if filed by the steward alone) and date.
- (6) Name, address, and phone number of employee(s) represented, if any.
- (7) Copies of documents related to the grievance possessed by the grievant.

b. The immediate supervisor will carefully review all available information and furnish a written decision to the grievant(s) within 10 calendar days from receipt of the written grievance.

STEP 2

c. If the grievant is not satisfied with the immediate supervisor's decision, the grievance may be submitted by the grievant to the second level of management within five (5) calendar days after receipt of the Step I written decision from the immediate supervisor. The Step II grievance will include:

- (1) A copy of the Step 1 grievance and decision.
- (2) The reason(s) for non-acceptance of the Step 1 decision.
- (3) Signature of the aggrieved employee and the job steward (or job steward if filed by the steward alone) and the date.

d. The second level supervisor will carefully review all available information and furnish a written decision to the grievant(s) within 10 calendar days from receipt of the written grievance.

STEP 3

e. If the Step 2 decision is not accepted, the grievant may appeal such decision to the District Engineer within ten 10 calendar days. The Step 3 grievance will include:

- (1) A copy of the Step 2 grievance and decision.
- (2) The reason(s) for non-acceptance of the Step 2 decision.

(3) Signature of the aggrieved employee and the job steward (or job steward if filed by the steward alone) and the date.

f. The District Engineer will render a written decision to the grievant within 10 calendar days.

20.6 If the UNION is not satisfied with the decision of the District Engineer, it may, within 10 calendar days thereafter, make a formal request to the District Engineer that such unresolved grievance or dispute be submitted to impartial arbitration for decision.

ARTICLE 21 - Binding Arbitration

21.1 If the EMPLOYER and UNION fail to settle any grievance processed under this Agreement, it shall upon written notice to the other party, be referred to arbitration. Such written notice must be served no later than 10 calendar days following the conclusion of the last step of the grievance procedure.

21.2 Within seven calendar days from the date of receipt of the arbitration request, the EMPLOYER will request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within five workdays after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the EMPLOYER and the UNION will each strike an arbitrator's name from the list of five and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. A flip of a coin will determine which party will strike the first name.

21.3 Travel and per diem expenses of the arbitrator shall not exceed that amount authorized by Joint Travel Regulations. The fee and expenses of the arbitrator shall be borne equally by the EMPLOYER and the UNION. Either the EMPLOYER or the UNION may request the services of a court reporter. If both parties desire a copy of the transcript, the cost of the reporter's services will be shared equally. Otherwise, the party requesting the reporter's services will pay the costs. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Friday; and all employee representatives, employee appellants and employee witnesses who are otherwise in duty status shall be excused from duty without loss of pay or charge to annual leave while participating in the arbitration proceedings. The UNION President or designee will be granted administrative leave to participate in arbitration hearings at no additional expense to the Government. The designee will be selected to avoid disruption of major maintenance operations.

21.4 The arbitrator is requested by the parties to render a decision in writing as quickly as possible, but in any event no later than 30 calendar days after the conclusion of the hearing, unless the parties otherwise agree. The arbitrator's decision shall be dated no earlier than the date they would reasonably expect it to be postmarked.

ARTICLE 22 - Non-Acceptance of Arbitration Awards

22.1 An award rendered by an arbitrator on any issue referred to arbitration under the terms of this Agreement will be accepted by the EMPLOYER and the UNION, to the extent the scope of the award is confined to the issue submitted to the arbitrator by the parties unless (a) implementation of the award would involve violation of laws or governing regulations; (b) the award is not based on the provisions of the Agreement in question; (c) the award of the arbitrator's services were procured by improper means; (d) it clearly appears that the arbitration provisions were tainted by fraud or collusion or by serious misconduct on the part of the arbitrator; or (e) the award was clearly arbitrary or capricious or clearly repugnant to the purposes and principles of Title VII.

22.2 The EMPLOYER or UNION may file exceptions to an arbitrator's award for any of the reasons set forth above, under regulations prescribed by the Federal Labor Relations Authority. Both parties agree to accept and abide by the decision of the Authority. A copy of the exception, including the justification, will be furnished to the other party at the time of filing.

ARTICLE 23 - Dues Withholding

23.1 In regard to regular monthly dues the EMPLOYER and the UNION agree to the following:

a. The UNION will be responsible for:

- (1) Purchasing Standard Form 1187.
- (2) Distributing Standard Form 1187 to eligible employees in the unit defined by Article 1.1, subparagraphs a. and b. of this Agreement.
- (3) Certifying as to the amount of its regular monthly dues as computed on a 26-biweekly pay period basis.
- (4) Delivering the completed Standard Form 1187s to the appropriate authority.
- (5) Educating its members on the voluntary nature of the program for the allotments for the payment of regular monthly dues and the uses and availability of SF 1187 and SF 1188.

b. Employees upon entering the unit as defined by Article 1.1, subparagraphs a. and b. of this Agreement, may submit an allotment for payment of regular monthly dues at any time. This allotment will become effective within 60 days after submitting request.

c. Regular monthly dues withholding will be terminated when:

- (1) The employee leaves the unit except by detail.
- (2) The UNION loses its exclusive representation for the unit.
- (3) The employee's regular monthly dues withholding agreement terminates or is suspended by an authority outside the Department of the Army.
- (4) The employee is suspended or expelled by the UNION.

d. The UNION will promptly notify the payroll liaison representative of the EMPLOYER by letter (in duplicate) when a member is suspended, expelled, or for any reason ceases to be a member in good standing.

e. The payroll liaison representative shall be responsible for notifying the Financial Secretary of the UNION by transmittal of a copy of Standard Form 1188 when an employee signs a revocation of an allotment.

f. An employee may revoke an allotment for payment of regular monthly dues at any time by submitting SF 1188 or a written request to the District Resource Management Office. However, such revocation shall not become effective until the first full pay period beginning one year after the effective date of the employee's authorization for allotment for dues. Any revocation after the first year will become effective at the beginning of the first pay period following 1 March or 1 September.

g. The Financial Secretary of Local 2080 will receive from the appropriate payroll office after each pay period, remittance of the dues withheld from the members of the local, and a listing of the names and amounts withheld. The total amount collected, amount withheld for service fee, and the net

amount due the UNION will be shown. The service fee will be \$0.00 per name for which deductions are made.

ARTICLE 24 - Rest Periods

It is agreed all employees will be granted two rest periods per shift, one to be taken during the 1st half of the shift, and one to be taken in the 2nd half of the shift. These rest periods will be 15 minutes in length each and at no additional cost to the EMPLOYER for operator relief.

ARTICLE 25 - Clean Up Time

The EMPLOYER may require clean up time consistent with the nature of the work performed.

ARTICLE 26 - Facilities and Services

26.1 The EMPLOYER agrees to make available appropriate Government facilities, including utilities, for UNION meetings outside regular working hours. The UNION agrees to leave the facilities in a clean and orderly condition. To minimize scheduling conflicts, the UNION will notify the appropriate supervisor, if possible, at least two weeks prior to the meeting. For security reasons, the UNION will call the employee on duty at either the power plant or lock prior to the meeting to report the name of any non-Corps employee attending the meeting so that it can be recorded in the official log.

26.2 The EMPLOYER agrees to provide bulletin board space of at least 18" x 24" in the work area for UNION literature. The job steward will be responsible for keeping it in a clean and orderly manner.

26.3 UNION officials may put notices on designated bulletin boards without prior approval of management at the installation. The UNION is fully and solely responsible for the posted material in terms of accuracy and adherence to ethical standards. The UNION is responsible for any statements made against any individual or organization, to the extent that the UNION may have to substantiate the statements (or otherwise answer for their charges) through the courts or other legal proceeding. Management reserves the right to post-audit the notices and take appropriate action, such as suspension or revocation of the privilege, when it is abused.

26.4 The UNION President and stewards shall be allowed to maintain a filing cabinet at their work location under the following conditions:

- a. It will be located in a reasonable place designated by the EMPLOYER.
- b. The EMPLOYER will not be responsible for the care or security of the cabinets or contents.
- c. The cabinet appearance will not detract from its surroundings.

Violation of these conditions will be grounds for revocation of approval.

ARTICLE 27 - Dress Code

Employees will be dressed appropriately at all times while on duty.

ARTICLE 28 - Excused Absence

Excused absence will be granted to members of the bargaining unit when such absence is appropriate. Occasions when excused absence may be granted include but are not limited to:

- a. taking examinations.
- b. registering for military service.
- C. participating in military funerals.
- d. certain civil defense activities.
- e. donating blood.
- f. voting.
- g. adverse weather conditions.
- h. jury duty.

ARTICLE 29 - Employee Rights

29.1 Employees will not be precluded from presenting their views to officials of the Executive Branch, the Congress, or other appropriate authority.

29.2 The EMPLOYER agrees that the principle of voluntary participation in approved charitable and civic campaigns will be upheld. The UNION, in turn, agrees to support such campaigns.

29.3 Each employee shall have the right to:

- a. 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,
- b. 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
- c. engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under this chapter.

ARTICLE 30 - Labor Management Relations Committee

30.1 The UNION and the EMPLOYER, as recognized in the preamble to this Agreement, recognize that the participation of employees in the formulation and implementation of personnel policies and practices affects their well-being and the efficient administration of the government. The parties further recognize that the entrance into a formal agreement with each other is but one act of joint participation, and that the success of a labor-management relationship is further assured if a forum is available and used to communicate with each other. They, therefore, agree to the structure of a Labor-Management Relations Committee for the purpose of exchanging information and the discussion of matters of concern or interest to each of them, in the broad area of personnel policy or practice.

30.2 Membership from the UNION on the Labor-Management Relations Committee will consist of the two (2) members designated by the Local. Membership from the EMPLOYER on the Labor-Management Committee will be the number the EMPLOYER determines.

30.3 The Committee may meet quarterly at a place mutually agreed to by each party. Special meetings may be called by mutual agreement.

30.4 The EMPLOYER agrees to pay necessary travel and per diem expenses for employees who attend Labor-Management Relations Committee sessions.

30.5 The parties agree to furnish each other a written agenda of items to be discussed at least 10 days prior to the meeting. If either party forwards an agenda, the meeting will be held.

ARTICLE 31 - Employee Benefits

31.1 When the reviewing physician under the Medical Surveillance Program determines that an employee is unfit for duty and treatment is recommended that the affected employee disagrees with (i.e. surgical or medical), the employee's personal physician will be called upon by the employee for a second opinion as to the need for treatment. If their opinion differs with the reviewing physician's, the employee may elect to follow the recommendation of the physician they desire.

31.2 The EMPLOYER agrees to provide flu shots annually. There will be a list of employees requesting the shots and if the flu shots are not taken, the employee will bear the cost.

31.3 The EMPLOYER agrees to provide appropriate protective coveralls to personnel as necessary for the protection of employees from skin irritants or other hazards.

ARTICLE 32 - Affirmative Action

The EMPLOYER and the UNION agree to actively foster equal opportunity for all employees, to prohibit discrimination because of race, color, religion, sex, age, national origin, or physical or mental handicap, and to promote the full realization of affirmative action through a positive and continuing effort to enhance equal employment opportunities for all employees.

ARTICLE 33 - Cost of Publication and Distribution of Agreement

33.1 The cost of publication of this Agreement shall be borne by the EMPLOYER.

33.2 The EMPLOYER agrees to arrange for printing and distribution of sufficient copies to provide one to each member of the bargaining unit. The EMPLOYER further agrees to furnish the UNION with 100 additional copies of this agreement.

ARTICLE 34 - Notification of Parties

Each party to this Agreement will notify the other party of the names and addresses of officials or representatives authorized to receive notices as provided for throughout this Agreement, and such information will be updated as necessary.

ARTICLE 35 - Effective Date and Duration of Agreement

35.1 This Agreement shall become effective upon approval by the Department of Defense on the 31st day after the date of execution by the District Engineer and the authorized UNION representative if the Agreement has neither been approved nor disapproved by that date.

35.2 This Agreement will remain in force for a period of 48 months. The Agreement shall be renewed from year to year thereafter unless either party shall notify the other party in writing no more than one-hundred and twenty (120) days nor less than ninety (90) days prior to the anniversary date that it desires to terminate or renegotiate this Agreement. The Agreement will be brought into conformance with current published agency policy and regulations at the time it is renegotiated, renewed, or extended.

35.3 If either party gives notice of their desire to renegotiate this Agreement, the representatives of the EMPLOYER and the UNION will meet within fourteen (14) calendar days to determine ground rules to be used in negotiations and to set a date for negotiations to commence. Drafts or proposals and agenda shall be mutually exchanged upon an agreed date no later than twenty-one (21) calendar days prior to commencement of negotiations.