

**Collective Bargaining Agreement between American Federation of Government Employees, Local 902
AFL-CIO and U.S. Army Corps of Engineers, Philadelphia District**

Table of Contents

Section 1 – Rights of the Parties

Article 1 – Recognition and Coverage
Article 2 – Governing Laws and Regulations
Article 3 – Effective Date, Duration and Reopener
Article 4 – Negotiations during the term of the Agreement
Article 5 – Union Rights and Responsibilities
Article 6 – Management Rights
Article 7 – Employee Rights
Article 8 – Labor Management Partnership
Article 9 – Official Time and Union Representation
Article 10 – Use of Official Facilities and Services
Article 11 – Communications
Article 12 – Staffing

Section 2 – Work Policies

Article 13 – Hours of Work
Article 14 – Flexiplace (Telework)
Article 15 – Leave
Article 16 – Discipline
Article 17 – Travel
Article 18 – Health and Safety
Article 19 – Job Related Injury and Illness
Article 20 – Medical Surveillance
Article 21 – Fitness for Duty
Article 22 – Drug Testing

Section 3 – Personnel Policies

Article 23 – Equal Employment Opportunity
Article 24 – Reasonable Accommodation
Article 25 – Performance Appraisals
Article 26 – Employee Awards and Recognition
Article 27 – Merit Promotion Process and Procedure
Article 28 – Within Grade Increase
Article 29 – Upward Mobility
Article 30 – Position Classification
Article 31- Training and Career Development
Article 32 – Details
Article 33 – Contracting Out
Article 34 – Reduction in Force and Transfer of Functions
Article 35 – Temporary, Probationary and Part-Time Permanent Employees

Article 36 – Job Sharing/Job Splitting
Article 37 – Grievance and Arbitration
Article 38 – Alternate Dispute Resolution

Section 4 – Financial Policies

Article 39 – Salary Replacement and Debt Collection
Article 40 – Dues Withholding

Section 5 – Employee Benefit Programs

Article 41 – Employee Assistance and Counseling
Article 42 – Parking and Transportation
Article 43 – Child Care and Elder Care

PREAMBLE

This agreement is made by and between the United States Army Engineer District, Philadelphia, hereafter referred to as the Employer and the American Federation of Government Employees, Local 902, hereinafter referred to as the Union.

Any references in the Agreement to specific management official are intended to be suggestions to represent the Employer. Any reference in this Agreement to specific Union officials are intended to be suggestive or to represent the Union.

ARTICLE 1 – RECOGNITION AND COVERAGE

Section 1 – Recognition

The Employer herein recognizes that the American Federation of Government Employees, AFL-CIO, Local 902 is the exclusive representative of all eligible employees in the bargaining units.

Section 2 – Units of Recognition

Included in this contract are four distinct bargaining units of the Philadelphia District. These units are:

- All professional employees of the U.S. Army Corps of Engineers Philadelphia District District.
- All nonprofessional employees of the U.S. Army Corps of Engineers Philadelphia Headquarters, including employees of the Fort Mifflin Field Surveys and the SHULMAN Survey Section.
- All nonprofessional employees of the U.S. Army Corps of Engineers Philadelphia District Fort Mifflin Project Engineer's Office.
- All nonprofessional employees of the U.S. Army Corps of Engineers Philadelphia District Chesapeake City Project Office.

Excluded from the units are all supervisory, managerial, professional, confidential, guards, employees engages in Federal personnel work other than clerical, employees represented by other unions and those referenced in 5 U.S.C. 7112(b).

ARTICLE 2 – GOVERNING LAWS AND REGULATIONS

Section 1 – Relationships to Laws and Government-Wide Rules and Regulations

In the administration of all matters covered by this agreement, official and employees shall be governed by existing or future laws and existing government-side rules and regulations, as defined in 5 U.S.C. Chapter 7, and by subsequently enacted government-wide rules and regulations implementing 5 U.S.C. Section 2302.

Section 2 – Executive Orders

The parties recognize Executive Orders while they remain in effect. The parties agree to meet as soon as possible to address any issues raised by additions, deletions or modifications of Executive Orders.

ARTICLE 3 – EFFECTIVE DATE, DURATION AND REOPENING OF AGREEMENT

Section 1 – Effective Date

This Agreement will become effective when approved by the Department of Defense Field Advisory Services or 31 days after signing by the parties unless a timely disapproval is received from the DoD Field Advisory Services. The Agreement will be ratified by the Union prior to signing.

Section 2 – Duration of Agreement

This Agreement shall be in full force and effect for three (3) years from the effective date. This agreement will be automatically renewed from year to year, unless either party shall give the other party written notice of intention to terminate or renegotiate this Agreement. Such notice shall be no more than 120 days and no less than 90 days prior to the anniversary of the effective date.

Section 3 – Renegotiation of Agreement

The Employer and the Union agree that in those cases where notice is given of intent to renegotiate this Agreement, negotiations shall commence within thirty (30) calendar days after receipt of such notice. This time limit may be extended by mutual consent of both parties.

ARTICLE 4 – NEGOTIATIONS DURING THE TERM OF THE AGREEMENT

Section 1

The Employer will provide the Union reasonable advanced written notice prior to implementation of changes affecting conditions of employment subject to bargaining under 5 U.S.C. Chapter 71 and appropriate Executive Orders. This notice will normally include a description of the change, an explanation of the proposed implementation, an explanation of why the proposed change is necessary, the proposed implementation date, and a due date for union proposal(s). Upon notice from the Employer of a proposed change, the designated Union representative will notify the designated management representative of its desire to negotiate on the change within twenty (20) calendar days. If management does not receive a union proposal within 20 calendar days, management will proceed with implementation unless the union requests an extension of reply time within the 20 calendar days.

Section 2

Written proposals are not necessary in advance of the start of the bargaining period. The Union agrees to make good faith efforts to submit proposals, in part or in whole, after any briefing and prior to arriving at the bargaining site. Bargaining will begin as soon as possible, and not later than thirty (30) days after the date of receipt of the Employer's notice. All issues not resolved may be referred to the FMCS for mediation and/or the Federal Service Impasses Panel for resolution under its rules.

Section 3

All time frames under this article may be modified by mutual consent.

Section 4

When bargaining is requested. Official time will be authorized for at least two (2) employee Union representatives. The number of union representatives on official time shall not exceed the number of Employer representatives. Official time allowances will be in accordance with 5 U.S.C. Section 7131 and this Agreement.

Section 5

Bargaining will not normally exceed fifteen (15) calendar days.

Section 6

Bargaining ground rules will be jointly determined by Chief Negotiators.

ARTICLE 5 – UNION RIGHTS AND RESPONSIBILITIES

Section 1 – General

In all matters relating to personnel policies, practices, and other, conditions of employment, the parties will have due regard for the obligations imposed by 5 U.S.C. Chapter 71 and this Agreement.

The Employer shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 U.S.C. Chapter 71 and this Agreement.

Section 2 – Notification to Employee of Exclusive Representation

The Union will provide a general notice to bargaining unit employees of the exclusive recognition granted to the Union, together with a list of Union-designated representatives and their work locations and telephone numbers to be posted on Union bulletin boards.

Section 3 – Communications with Bargaining Unit Employees

Consistent with 5 U.S.C. Chapter 71, the Employer will not communicate directly with employees regarding conditions of employment in a manner which will improperly bypass the Union.

Employee surveys will conform to the requirements of 5 U.S.C. Chapter 71. The Employer will provide the Union with reasonable advance written notice of personnel surveys concerning conditions of employment that involve bargaining unit employees when such surveys are proposed in the Philadelphia District.

The Employer will give the Union sufficient advance written notice to exercise its rights under this section.

Consistent with 5 U.S.C. Section 7114(2)(A), as the exclusive representative of unit employees, the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more employees or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 4 – Employee Data

The Employer will provide a listing showing the name, job title, job location, grade and step of unit employees, to the Union President of June 15, December 15 and at other time on request.

ARTICLE 6 – MANAGEMENT RIGHTS

Section 1

- a. Subject to Section 7106 subsection (b) of 5 U.S.C. Chapter 71, (a) nothing in this contract shall affect the authority of any management official –
 - (1) To determine the mission, budget, organization, number of employees, and the internal security practices of the agency, and
 - (2) In accordance with applicable laws-
 - A. To hire, assign, direct, lay-off and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees;
 - B. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
 - C. With respect to filling positions, to make selections 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.
- b. Nothing in this contract shall preclude the employer and AFGE from negotiating –
 - (1) At the election of the employer, on the number, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty or on the technology, methods and means of performing work;
 - (2) Procedures which management officials of the agency will observe in exercising any authority under this article; or
 - (3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this article by such management officials.

ARTICLE 7 – EMPLOYEE RIGHTS

Section 1 – Right to Unionism

Each employee shall have the right to join or assist the Union, or to reform such activity, freely and without fear of penalty of reprisal, and each employee shall be protected in exercise of such right.

Except as otherwise provided under the law, such rights includes the right:

- 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 Government, the Congress, or other appropriate authorities; and

- to engage in collective bargaining with respect to conditions of employment through representatives.

Section 2 – Personal Rights

All employees shall be treated fairly and equitably in all aspects of personnel management, without regard to political affiliations, race, color, religion, national origin, sex, marital status, age, disabling condition, or Union activity and with proper regard and protection of their privacy and constitutional rights.

The Employer agrees to annually inform all bargaining unit employees of their rights under 5 U.S.C. Section 7114(a)(2)(B) by a posting maintained on official bulletin boards. During their initial orientation, each employee will be provided with a copy of their statutory rights.

The Employer will make every reasonable effort to provide a lockable space for secure storage of appropriate personal belongings. Employees will take reasonable precautions to secure and protect personal property. Any search of this space will be done in compliance with applicable law. Upon request, management will instruct employees on filing a claim for reimbursement of losses under 31 U.S.C. Section 3721 and will make forms available.

The Employer will make every reasonable effort to conduct discussions between supervisors and employees, other than run-of-the-mill work conversations, in private.

An employee's decision to resign or retire (if eligible for optional retirement) shall be made freely and in accordance with prevailing regulations. An employee may withdraw their resignation prior to the effective date, provided that the position is not otherwise encumbered, committed to another employee or results in undue administrative disruption to the District.

The Employer will provide retirement planning information to bargaining unit employees who are within twelve (12) months of retirement eligibility. Such information may include but is not necessarily limited to individual counseling, elder care assistance, retirement materials, legal services counseling, life and medical insurance counseling, etc. When in-person seminars are not available, the Employer will make this information available through videotapes or some form of interactive telecommunication.

If an employee is facing removal or termination, the employee may resign, freely and in accordance with prevailing regulations, any time prior to the effective date.

Section 3 – Whistle Blower Protection

Employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a waste of funds, and abuse of authority, or a danger to health and safety.

Section 4 – Rights to Union Representation

If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee shall have the right to contact and meet with the Union representative on duty time. The employee will be released from duties to contact and meet with the Union representative when they request to exercise this right, unless there is an operational emergency. The employee must request permission from their supervisor to leave the work site.

A representative of the Union shall be given an opportunity to be present at an examination, discussion, or interview involving an employee if the employee reasonably believes that the event may result in disciplinary action against them. The Employer will annually publish the Employee's Rights to request Union Representation. The notice will be posted on union bulletin boards and provided to new employees when hired. Once an employee chooses to exercise this right requesting representation, no further questioning or action will take place until the employees representative is present provided they delay is not unreasonable and there is no immediate danger to people or property.

When an employee is being interviewed by an investigative official and criminal charges against the employee are being considered, the employee will be informed that criminal misconduct is involved and will be advised of their right to be represented by an attorney at the interview and the right to remain silent.

Section 5 – Voluntary Activities

Employee participation in Combined Federal Campaign, Blood Donor Drives, Bond Campaigns and other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to contribute.

The Employer will not require or coerce employees to invest their money, donate to charity or participate in these activities.

Participation or non-participation will not advantage nor disadvantage employees.

Section 6 – Outside Employment

The Employer agrees to review and approve or disapprove and employee's written request to engage in certain outside employment as soon as possible.

The Employer agrees to include a written, signed statement of its reason for disapproving any such request.

Section 7 – Statutory Requirements

Personnel management shall be conducted in accordance with the provisions of 5 U.S.C. Section 2301, "MERIT SYSTEMS PRINCIPLES", and 5 U.S.C. Section 2302, "PROHIBITED PERSONNEL PRACTICES".

ARTICLE 8 – LABOR MANAGEMENT COOPERATION

Section 1 – Goals of the Labor-Management Forum

The goals of the Labor Management Forum are as follows:

1. Identify problems and craft solutions to better serve our customers and accomplish our mission, and develop and maintain a quality work force appropriate to that mission.
2. Establish and promote the development of consensus methods of dispute resolution.
3. Ensure appropriate participation of Local 902 AFGE in developing and carrying out District work quality and work force excellence initiatives.
4. Promote and facilitate a labor-management relationship in the Philadelphia District that involves participation by representatives of Local 902 AFGE with District managers in the process of identifying problems and crafting solutions to better serve the District's customers and meet the District's mission.
5. Assure all District members are treated with dignity and respect, and provide an opportunity to perform meaningful work in an environment that is creative and exciting.
6. Promote the values of integrity, quality, professionalism, public service and spirit de corps within the Philadelphia District.
7. Allow employees and their union representatives to have pre-decisional involvement in all workplace matters to the fullest extent practicable, with mutual consent of the majority of union and management representatives present, workplace matters discussed by this form may include matters that are without regard to whether those matters are negotiable subjects of bargaining under 5 U.S.C. §7106; provide adequate information on such matters expeditiously to union representatives where not prohibited by law; and make a good-faith attempt to resolve issues concerning proposed changes in conditions of employment, including those involving the subjects set forth in 5 U.S.C. §7106 (b)(1), through discussions in its labor-management forums. Any discussion matters covered under 5 USC 7106, where agreed to, is to assist the forum in its stated goals only; any consensus reached in the forum is not binding and neither party waives any rights under 5 USC 7106 (b)(1) through such discussion and agreement.
8. Identify and review the District's programs, monitoring for inequities while recommending improvements in areas such as, but not limited to, cost savings, recruitment, awards and labor-management.

Section 2 – organization of the Labor-Management Forum

1. The *Philadelphia District Labor-Management Forum* shall consist of three representatives from the Union, Local 902, American Federation of Government Employees, and three representatives from the Management, the U.S. Army Engineer District, Philadelphia.
2. The three Union representatives shall be the President of the Local 902 and two members of the Local 902 bargaining unit appointed in writing by the President of Local 902.
3. The three Management representatives shall be the Commander, Philadelphia District, and two District members appointed by the Commander or his designee who are not members of the bargaining unit represented by Local 902. The Deputy Commander may serve as the Commander's alternate representative.
4. The President, Local 902, and the Commander, Philadelphia, shall serve as the Chairperson of the council on an alternating basis, alternating annually by calendar year with the President, Local 902, serving as the Forum's first Chairman.
5. Work or study groups may be established by the Forum to address specific issues.

Section 3 – Meetings

1. The sitting Chairperson of the Forum shall call a meeting of the Forum once each quarter, with date and time coordinated by the sitting Chairperson and agreed to by the alternating Chairperson.
2. The sitting Chairperson shall establish an agenda for each meeting and furnish the agenda to all Forum members at least 5 workdays prior to the meeting.
3. Forum meetings shall be held in the Executive Office, or at an alternate meeting site agreed to be the alternating Chairpersons.
4. In addition to appointed Forum members, the President, Local 902, and the Commander, Philadelphia District, shall each have the right to have not more than two non-voting Technical Advisors attend any Forum meeting.
5. One person shall be appointed forum secretary, not a member of the forum, to record and distribute the minutes, and prepare and distribute the agenda. Topics will be recorded as they are discussed. All minutes, after Forum approval, shall be distributed to all forum members.

Section 4 – Decision and Authority

1. It is recognized that recommendations growing out of these meetings are not binding.
2. No bargaining shall take place. Any topic covered by the provisions of the collective bargaining agreement or any topic that proposes any change in the language of the current contract will be handled under collective bargaining.
3. All decision of the Forum affecting or modifying District policy will be publicized with a News Link article or electronic memorandum to the entire work force signed jointly by the Commander and the President, Local 902
4. At least two union representatives and two Management representatives must be present at a Forum meeting in order for decision reached in that meeting to be considered a “decision by consensus of the full Forum.”
5. Statutory rights of the Union and Management are not waived through this forum. Nothing in this agreement limits the union’s right to engage in impact bargaining or seek third party resolution of issues within the jurisdiction of the Federal Labor Relations Authority, the Federal Services Impasse Panel, or Grievance Arbitration. Any agreement growing out of these meetings is non-binding and does not waive any statutory rights of the parties, under the existing collective bargaining agreement and or federal law.
6. Individual grievances or complaints where personal relief is sought will **not** be addressed by the Forum. Such issues must be addressed through the appropriate grievance of complaint procedure.
7. Other than individual grievances and/or individual complaints, **any** issues appropriate to the Goals of this labor-management forum agreement may be addressed by the Forum. Any agreement growing out of these meetings is non-binding and does not waive any statutory rights of the parties, under the existing collective bargaining agreement and or federal law.

Section 5 – Official Time and Facilities

1. All members of the Forum will be provided with as much official time as is deemed appropriate by the Forum to conduct the work of the Forum.
2. All representatives of the Forum will be provided access to copying equipment, printing services, telephone services, and other government equipment, services and facilities, which the Forum determines is necessary to conduct business of the Forum.

3. All travel conducted for the purpose of Forum meetings, or for accomplishment of Forum approved activities, shall be considered official business of the government, with appropriate duty time, travel expense and per diem allowances.

ARTICLE 9 – OFFICIAL TIME AND UNION REPRESENTATION

Section 1 – Policy

The Employer agrees to recognize the officers, representatives, and stewards duly authorized by the Union. There will be 5 Union representatives for Official Time purposes. If the size of the Bargaining Unit changes, the number of recognized representatives will change to maintain a proportion 1 representative to 30 Bargaining Unit Employees.

The Union shall furnish the Employer, in writing, a complete list of current officers and representatives, 30 days after the effective date of this agreement and of subsequent changes.

The parties agree that Union officials, when not engaged in authorized labor-management activities, are expected to accomplish the duties of the position to which they have been assigned. The Employer recognizes that in the furtherance of good labor-management relations, Union officials have the responsibility of carrying out representational duties.

Section 2 – General

The Employer will recognize Union officials as users of official duty hours for Union representational activities and labor-management functions.

It is agreed that time off from work granted to Union representatives shall be used for discussion of labor/management relations or matter affecting the Union and the Employer. It shall not include internal Union business (collection of Union fees, solicitation of Union Membership, and Union elections).

Alleged abuses of official time shall be brought to the attention of an appropriate management official on a timely basis by supervisors and management officials. The management official will then discuss the matter with the local President or AFGE National Representatives as appropriate.

Section 3 – Training of Union Officials

The employer recognizes that Union sponsored training is an appropriate representational activity for which official time may be used consistent with law. Official time for this purpose will be charged against the specific CEFMS charge code to developing representational skills and does not apply to long-term training.

The Employer will provide official time for such Union-sponsored training not to exceed 240 hours (total for all representatives) per fiscal year. When the need for more (above 240 hours total for all representatives per fiscal year) of required training is needed, the Union President or his/her delegate will provide a written request to the CPAC Chief or his/her delegate as soon as the requirement is known or not less than 30 calendar days before the scheduled training date.

The CPAC Chief or his/her delegate will respond in writing to the Union President or his/her designee within 10 business days of receiving the request. Such training shall be for the purposes of advising, orienting or briefing Union representatives on matters such as the EEO, classification and other concerns which are not solely for or related to internal Union business. The Union will manage this time. The Employer's sole expense for such training will be official time.

The Employer should be advised in advance the purpose of the training and the expected total number of hours that will be utilized for each training. The Union representative should submit a written request to the immediate supervisor two weeks in advance of the start of the training.

Section 4 – Official Time

Official time will be granted to Union representatives for the following types of activities covered under this Agreement.

Meetings with management officials or supervisors;

Time spent in preparation of replies to the Employer's proposals submitted to the Union for comment;

Auditing promotion packages for bargaining unit positions as provided.

Serving as a Union representative at a formal discussion(s) between the Employer and employee(s) concerning grievance(s) or any personnel policy, practice, inquires or other general conditions of employment.

Time spent processing issues or employee complaints or inquires related to labor-management matters.
Time spent preparing and representing employees in formal grievances and arbitrations.

Time spent in preparation and presentation of Union grievances, general labor-management relations matters, and/or unfair labor practice proceedings as dictated by the Federal Labor Relations Authority.

Grievants and witnesses will be granted a reasonable amount of official time for the purposes of preparation and presentation of grievances and arbitration under this agreement.

Section 5 – Use of Official Time

Union representatives will schedule Official time use with their immediate supervisor for representational activities.

Prior to entering a work area to meet with a grievant or other employee in carrying out their representational functions, the Union representative will coordinate with the employee's immediate supervisor.

If the representational function requires the representative and the employee to leave the work area, the Union representative will make arrangements with the supervisor for the release of the employee. Contacts between an employee and a Union representative will normally take place within a private area within the immediate vicinity of the employee's assigned work area.

Upon returning to the work area, the employee will inform supervisor of their return.

Upon returning from representational duties, the Union representative will inform their immediate supervisor of their return to duty status.

If additional time is needed to complete a representational duty, the Union representative shall request such time from their immediate supervisor.

Section 6 – Official Time Form

Union representatives will arrange for use of Official Time with his or her supervisor by a use of a specific jointly agreed upon medium (i.e. form or email).

Official time for union representational duties will be charged against the specific CEFMS cost code provided for that purpose.

ARTICLE 10 – USE OF OFFICIAL FACILITIES AND SERVICES

Section 1 - Office Space

- A. Management will provide an office space and utilities to the Union consistent with security regulations and the availability of space.
- B. Union office space will be used by the Union for internal Union business and for recognized representational activities.
- C. The Union shall be accountable for all Government equipment in assigned Office Space and shall fully participate in all District property surveys. The President of the Union or designated alternate shall be the hand receipt holder for all Government equipment assigned to the Union.

Section 2 – Conference Rooms

- A. Management agrees that Union membership meetings may be held in conference rooms located in USACE buildings on a space available basis. Union meetings will be held during non-duty times, such as lunch breaks, or after duty hours.
- B. The Union shall be solely responsible for scheduling the conference room for meetings.
- C. The Union assumes full responsibility for leaving such meeting rooms in a clean and secure condition and for any damages to the premises beyond normal wear and tear.

Section 3 – Services

- A. TELEPHONES - Management will provide the use of telephone service in the Union office for labor-management business. Union stewards will have access to employer telephones when necessary in conducting representational business.

- B. INTEROFFICE MAIL SERVICE-The Union will be permitted to use the interoffice (in-house) mail routing service in transmitting written correspondence related to representational activities to management officials, supervisors, and employees. Material distributed through the system will be clearly identified as Union material, so that it won't be opened by other than the addressee.
- C. SPACE FOR REPRESENTATIONAL CONFERENCES-Upon request of a Union representative, a supervisor will, subject to availability, schedule an area for the representative to meet with an employee(s) to discuss the employee's grievance or complaint. Such area will afford reasonable privacy to the employee and the representative.
- D. PHOTOCOPYING EQUIPMENT-The use of photocopying equipment shall be made available by Management to the Union for representational business.
- E. ELECTRONIC MAIL- The union may use the internal mail system to communicate with bargaining unit employees over representational matters. The electronic mail system may not be used for soliciting members or conducting internal Union business. In utilizing the electronic mail system, the union will comply with all Agency guidelines on the use of the electronic mail systems to include meeting and complying with any internal security requirements for access and use.

Section 4 – Union Handbills and Other Solicitations

In accordance with 5 U.S.C. 7131(b) any activities performed by any employee relating to the internal business of the labor organization (the solicitation of membership, elections of labor organization officials, and the collection of dues) shall be performed during the time the employee is in a non-duty status.

ARTICLE 11 – COMMUNICATIONS

Section 1 – Availability of Agreement

The Employer agrees to make the agreement available as follows:

- A. The Employer will prepare the "camera ready" original version of the agreement, complete with cover page and signature page. Two copies will be sent to each field office and a supply of 25 will retained in the District Office.
- B. The Employer will post the contract on the Philadelphia District intranet within 30 days of the final agreement between the Union and Management.
- C. New employees or employees who are transferred to the District will be advised of the electronic availability of the contract when in processed.
- D. The employer will provide 10 additional copies of the contract to the Union.

Section 2 – Bulletin Boards

- A. The Employer will provide the Union with one bulletin board at each Duty Station location for its exclusive use.
- B. Union bulletin boards will be prominently identified as such and will be located in areas accessible by bargaining unit employees.
- C. Bulletin boards will be appropriately sized but will not be less than 24-inches by 36-inches.
- D. The Union agrees that Union bulletin boards shall be used only for materials authorized by the Union. Preparation, reproduction and posting of materials on the bulletin boards are the responsibility of the Union. The Union agrees that no obscene, personally offensive material or derogatory material regarding the Employer shall be posted. The Union is fully and solely responsible for the materials posted. The Union agrees to save and hold harmless the employer and its managers for any materials posted.

Section 3 – Distribution of Union Publications

- A. Official publications of the Union may be distributed on District property by Union representatives.
- B. Such distribution must during the non-duty time of both representatives who are distributing the publications and the employees who are receiving the materials.
- C. Distribution shall not disrupt operations.
- D. All such materials shall be properly identified as official Union publications. The Union is fully and solely responsible for the content of such materials.

Section 4 – Addressing New Employees

- A. The Union will have the opportunity to address new bargaining unit employees during orientation sessions and to introduce Union representatives.
- B. The Employer will notify the Union of scheduled new employee orientations involving bargaining unit employees. Where practicable, at least one week advance notice will be given.

Section 5 – Health Insurance Plans Information

- A. The Employer agrees to provide bargaining unit employees with information on open enrollment periods and, upon request, information on the various types of health plans available to employees.
- B. Health Fairs will be announced to all employees at least one week in advance, where practicable.

ARTICLE 12 – STAFFING

Section 1 – Hiring Freeze

Upon District notification, the Union will be notified of hiring freezes and changes in FTE's that apply to any bargaining unit location in the District along with the reason.

Section 2 -Accretion of Duties

The Union will be provided with a monthly listing accretion of duty promotions for positions in the bargaining unit.

Section 3 -Changed Working Conditions

The Union will be notified in advance of substantive position description changes and position reclassification that impact bargaining unit employees.

ARTICLE 13 – HOURS OF WORK

Section 1

This article outlines the District's Alternate Work Schedule (AWS) Programs, collectively referred to as Flextime and Compressed Work Schedule (CWS).

Section 2

- a. It is District policy to permit all eligible employees to participate in the flextime or CWS as long as their participation does not become incompatible with the proper performance of their duties or with the workload commitments of their organization.
- b. Some positions cannot be included in the program because of their unique characteristics. It will be the responsibility of the Division/Office Chief to determine which positions will be eligible for flextime/CWS consideration. The cooperation of supervisors and employees is of the utmost importance and is necessary to assure program success.

Section 3

Definitions. The following definitions are provided to fully explain the terms and conditions of the program.

- a. **Alternate Work Schedule** - A general term used to describe either a flexible or compressed work schedule.
- b. **Compressed Work Schedule (CWS)**
 1. CWS is a work schedule that enables a full-time employee to work 80 hours per pay period in less than 10 workdays.

2. The District's CWS is referred to as a 5/4/9 schedule. It consists of a biweekly schedule wherein the employee works eight 9-hour days and one 8-hour day to achieve the required 80 hours.
 3. This allows the employee to remain off work for one pre-established day of that pay period. Days off will be restricted to pre-established Mondays or Fridays to allow effective workload scheduling.
- c. **Core Hours** -That portion of a workday during which the employee must be present on the job or on approved leave. Some Divisions/Offices may require core hours to be altered in order to meet mission needs. Core hours are:
1. Philadelphia District Office -from 0900 through 1145 and 1230 through 1500
 2. Fort Mifflin Project Office (including Pedricktown, Fort Mifflin Field Surveys and Fort Mifflin Distribution Center) - from 0700 through 1200 and 1230 through 1530
 3. Chesapeake City Project Office - 0700 through 1200 and 1230 through 1530
 4. Northern Area Office –
 - F. E. Walter and Prompton - 0700 through 1200 and 1230 through 1530
 - Beltzville - 0700 through 1200 and 1230 through 1530
 - Blue Marsh Lake-0830 through 1200 and 1230 through 1600 (Rangers)
 - Note: Season and mission requirements will determine Core hours of evening patrol staff (Rangers), 0800 through 1200 and 1230 through 1600 (Dam Operators-Laborers);
 5. Atlantic City Survey Office - 0700 through 1130 and 1300 through 1530
 6. Regulatory Field Offices - 0900 through 1145 and 1230 through 1515
 7. Construction Field Offices
 - (Ft. Dix, Pomona, Dover, Tobyhanna, Vineland, Welsbach)- 0930 through 1100 and 1400 through 1430
- d. **Credit Hours** - Upon supervisory approval, employees may elect to extend their normal work hours within a flexible work schedule in excess of the basic work requirement. The credit hours must be worked within the existing time band (0615 to 1745).
- e. **Flexible Work Schedule (FWS)** - Permits employees to vary the start of the work day/week.
- f. **Lunch Period.**
1. Philadelphia District Office - A period of 45 minutes from 1145 through 1230. This policy can be altered as necessary by the Division Chief or his/her delegate. Temporary work related changes can be authorized by the immediate supervisor. Each supervisor and employee will be responsible to ensure an eight-hour work day plus the lunch period.
 2. Fort Mifflin Project Office (including Pedricktown, Fort Mifflin Field Surveys and Fort Mifflin Distribution Center) - 1200 through 1230
 3. Chesapeake City Project Office 1200 through 1230
 4. Northern Area Office –
 - F. E. Walter and Prompton - 1200 through 1230
 - Beltzville - 1200 through 1230

Blue Marsh - 1200 through 1230 (Dam Operators - Laborers) – 1200-1230 (Rangers)

- Note; seasonal changes to evening patrol times will require staff to have flexible lunch periods. It will generally be at mid - point of their shifts (Rangers)
 - 5. Atlantic City Survey Office - 1200 through 1230
 - 6. Regulatory Field Offices - 1145 through 1230
 - 7. Construction Field Offices (Ft. Dix, Pomona, Dover, Tobyhanna, Vineland, Welsbach)- 30 minute period from 1100 to 1400
- g. **Tour of Duty** - The hours of the day and days of the week during which an employee is scheduled to work. Tours of duty are stated in terms of starting times and ending times and include the lunch periods as defined above.

Section 4 – Flexible Work Schedule (FWS)

- a. Flextime is available for all employees whose duty station is in the Philadelphia District Office. Under this program, employees are permitted to vary arrival and departure times. The earliest arrival time is 0615 with a resultant departure time of 1500. Employees must be present between the hours of 0900 and 1500. This schedule is also subject to supervisory approval.
- b. Credit hours are permitted under a flexible work schedule. In accordance with supervisory approval, employees may choose to extend their normal work hours by working credit hours, up to two hours per day, which may be applied to meet the daily work requirement of a subsequent work day or work week. Credit hours must be worked within the existing time band of 0615 to 1745. A full-time employee on a flexible schedule can accumulate not more than 24 credit hours, and a part-time employee can accumulate not more than one-fourth of the hours in such employee's biweekly basic work requirement, for carryover from a biweekly pay period to a succeeding biweekly pay period for credit to the basic work requirement for such period. Any hours in excess of the maximum amount will be forfeited. Credit hours are earned in ¼ hour increments.

Section 5 – Compressed Work Schedule (CWS) Program

a. General

- (1) Participation in the CWS Program is a privilege and not an employee right. All requests for CWS are subject to supervisory approval. Denials require written explanation from the employee's supervisor.
- (2) Participation in the CWS Program is strictly voluntary.
- (3) Participation in CWS may be ended or altered at the discretion of the supervisor, with written documentation as to why in order to meet organizational mission requirements or for safety considerations.
- (4) (Employee participation in CWS may also be ended for chronic failure to adhere to the established schedule, poor work performance, problems integrating the employee's schedule with the rest of the organization or with other organizational units, or new program requirements necessitating a re-evaluation of the hours of work.

- (5) Not all employees may receive their requested work schedule based on mission and organizational requirements.
- (6) Where the work involves outdoor, daylight operations or activities, CWS may be limited to the period of daylight savings time, however all requests for CWS will be considered on a case-by-case basis regardless of the time of year.
- (7) Credit hours are **not authorized** under CWS. (This was included in the 12/04 final Hours of Duty Policy -not in the Pilot Program)

b. Eligibility

- (1) All full-time employees in the Philadelphia District are eligible to participate in the CWS program except where:
 - a) The employee is in a probationary status.
 - b) The work requires close supervision because the employee is new to the work or is being trained on new or developmental duties.
 - c) The employee has not demonstrated an ability to work independently or has problems with time management.
 - d) (Performance, conduct, or time-and-attendance deficiencies have been identified and documented.
 - e) Employee participation would create an unsafe working condition for another employee.
- (2) Positions not generally eligible for CWS are those where:
 - a) The position requires extensive face-to-face contact with supervisors, other employees, clients or the public.
 - b) The position involves working with, inspecting, supervising or accepting work from contractor personnel that are not on a compressed schedule.
 - c) The position is in a work crew or work group where the crew or work group must work together to accomplish tasks.
 - d) The position requires providing concurrent support or services to other District elements critical to the completion of the work product or mission.

c. Starting and Ending Time.

- 1. Employees in the District Office and Regulatory field offices on a CWS may begin their workday between 0630 and 0800 with a corresponding ending time 9 3/4 hours later (between 1615 and 1745).
- 2. Employees in the Construction Field Offices (Ft. Dix, Pomona, Dover, Tobyhanna, Vineland, Welsbach) on a CWS may begin their workday between 0600 and 0830 with a corresponding ending time 9 ½ hours later (between 1530 and 1800).
- 3. Employees at Fort Mifflin, Pedricktown, Chesapeake City, Northern Area Office, Beltzville, F. E. Walter, Prompton, and the Survey Units on CWS may begin their workday at 0700 with an ending time 9 1/2 hours later.
- 4. Once the supervisor has approved the employee's starting time, all workdays will start at the same time. Employees participating in the CWS may not participate in Flextime.

5. Employees at Northern Arca Office, Blue Marsh may begin their workdays between 0630 and 0830 with a corresponding ending time 9.5 hours later. Staff assigned seasonally to evening patrols will end their shift approximately one hour after the time of sunset or as determined by mission requirements with 9.5 hours at work previously completed.

d. Compressed Day (OFF)

(1) Subject to approval, full-time employees may choose between Monday or Friday as their designated day off. The following four tours are available:

- FIRST MONDAY -The Compressed Day (oft) is the First Monday of each pay period with the Second Monday being the 8-hour day.
- FIRST FRIDAY -The Compressed Day (off) is the First Friday of each pay period with the Second Friday being the 8-hour day.
- SECOND MONDAY -The Compressed Day (off) is the Second Monday of each pay period with the First Monday being the 8-hour day.
- SECOND FRIDAY -The Compressed Day (off) is the Second Friday of each pay period with the first Friday being the 8-hour day.

(2) The supervisor will approve the selected tour and may approve occasional variations on a case-by-case basis. Generally, changes should be limited to once or twice per quarter and must be documented on the official time and attendance registers.

e. Responsibilities.

(1) Management will:

- a) Support and enforce time and attendance policies and be responsible for the accuracy of employee time and attendance records.
- b) Assure that the daily organizational work requirements are met.
- c) Utilize, review, and approve employee ENG form 4704.
- d) Assure that supervisor and employee schedules are coordinated so that adequate supervision is present during employee tours of duty.
- e) Assure that all offices, support elements and functions must be open for business and adequately staffed during core hours every business day. No agreements will reduce required and adequate support.
- f) Assure that the inclusion of a position requiring communications, coordination, and synergy of a group (Project or Product Delivery Teams) would not negatively impact productivity and quality of work products.
- g) Assure that the safety of employees and facilities is protected. Working long hours especially in the dark months of winter makes certain operations hazardous. Hours of operation for extended periods of time

with minimal staffing reduces the security of our facilities and affects the safety of employees.

- h) Assure that mission needs are fulfilled. Participation in CWS cannot take precedence over mission needs. This is especially true for the "initial contact" employees, teams and employees working with or supervising contractors.
- i) Coordinate with Project Managers and Team Leaders prior to approving any CWS participation to ensure that project and product team performance is not compromised.

(2) Employees Will:

- a) Request approval to utilize CWS by completing and submitting Form CENAP FL 1913 for approval.
- b) Once approval has been received, accurately record arrival and departure times on ENG Form 4704, Alternate Work Schedule Time Record. Employees in the Engineering and Engineering Management Branch of the Engineering and Construction Division will accurately record their arrival and departure times on form1 (name TBD) in lieu of the ENG Form 4704.
- c) Obtain supervisory approval to use annual or sick leave and other forms of leave in accordance with current rules and regulations.

f. Procedures

- (1) Employees participating in CWS and flextime are required to sign in and out on ENG Form 4704. Employees in the Engineering and Engineering Management Branch of the Engineering and Construction Division will accurately record their arrival and departure times on form (name TBD) in lieu of the ENG Form 4704. Each supervisor will monitor these records to assure employee's compliance with applicable timekeeping regulations. For flextime Sign In/Sign Out is done in 5 minute intervals.
- (2) Employees will request participation in CWS by completing a Request for Change in Work Schedule, CENAP-FL I 9 I 3 (Enclosure). Division and Office Chiefs will document their decision concerning the employee's request and return it to the employee, normally within one pay period. If the request is disapproved, employees will be informed of the reasons for disapproval in writing.
- (3) If the employee's selection of the compressed day off results in a staffing shortage for that day, seniority will determine the approval of the requested date. The service computation date is the mechanism to determine seniority.
- (4) Unless otherwise stated, approved changes in work schedules will become effective at the beginning of the pay period immediately following approval.
- (5) Since participation in CWS may require an employee to work independently, requests for CWS from new employees may be held in abeyance for a period, not to exceed 120 days, by the supervisor. This will give the supervisor time to assess the new employee's skills and abilities so that the supervisor is satisfied that the employee is sufficiently oriented in the new job to work independently.
- (6) Once approved, the CWS will become the employee's permanent official work schedule. Changes must be approved in advance by the employee's supervisor. This will be accomplished by completion of a Request for Change in Work Schedule, CENAP

FL 1913. Under no circumstances will requests for changes be considered for periods of less than two pay periods.

- (7) Employees wishing to discontinue participation in CWS may request to do so by submitting the Request for Change in Work Schedule, CENAP FL 1913 to their supervisor for approval.
- (8) Employees will request credit hours by submitting Credit Hours Request Form, CENAP 1906 (enclosed), to their supervisor for approval.

- Employees will request to use their credit hours in the same manner as requesting leave using Request for Leave or Approved Absence, SF-71.

g. Training

Employees attending training will have their work schedules adjusted to conform to the hours of the training program. If an employee is attending a training course of 40 hours or more, the work schedule must be changed back to a regular 8 hour per day schedule for the pay period the employee is in training.

h. Annual and Sick Leave

Time off during the approved work schedule must be charged to the appropriate leave category unless the employee is authorized compensatory time off or excused absence. Leave will be charged according to the number of hours the employee is scheduled to work. For example, if an employee took annual or sick leave on a day he or she would have worked nine (9) hours, 9 hours of the appropriate leave will be charged.

i. Holidays

- (1) Holidays falling on a scheduled workday will be charged as either 8 or 9 hours depending on the employee's work schedule. When a holiday falls on a scheduled day off, the following rules apply:
- (2) When an employee has three consecutive non-workdays off and a holiday falls on the employee's first non-workday, the preceding workday is designated as the employee's "in lieu of" holiday. When the holiday falls on the second or third non-workday, the next workday is designated as the "in lieu of" holiday.
- (3) When an employee has four consecutive non-workdays and a holiday falls on the first or second non-workday, the preceding workday is designated as the "in lieu of" holiday. When the holiday falls on the third or fourth non-workday, the next workday is designated as the "in lieu of" holiday.
- (4) When two holidays fall in the same pay period, CWS will be suspended for that pay period.

- j. Callback.** When an employee is called back to work on their Compressed (off) Day, the employee will be paid Overtime or given Compensatory Time in accordance with the current rules and regulations.

CENAP (690-900a)

MEMORANDUM FOR

SUBJECT: Request for Change in Work Schedule

1. I request a change in my work schedule to:

a. 5/4/9 Compressed Work Schedule

Normal Duty Hours FROM: -- TO: --

Requested scheduled day off

Every* [FILL IN] of the first [FILL IN]/second [FILL IN] week of the pay period. I understand that my scheduled eight hour day will be * [FILL IN] of the first [FILL IN]/second [FILL IN] week in the pay period. (* Monday/Monday OR Friday/Friday)

b. Flexitime Schedule

c. Regular Fixed Tour

d. I am requesting that this change in work schedule become effective on the first work day of pay period beginning [FILL IN].

EMPLOYEE SIGNATURE

---BREAK---

MEMORANDUM FOR

SUBJECT: Request for Change in Work Schedule

1. Your request for a change in work schedule has been APPROVED; DISAPPROVED

2. Reason for Disapproval:

DIVISION/OFFICE CHIEF'S SIGNATURE

CENAP-FL 1913 (Dec 01)

ARTICLE 14 – TELEWORK PROGRAM

Section 1 – General

Telework is a program intended to provide an employee benefits without jeopardizing mission readiness or diminishing employee performance. The program supports public goals to reduce traffic congestion, greenhouse gas emissions, pollution and energy consumption. The program also promotes quality of life, commitment to workforce efficiency and emergency preparedness.

Telework is an effective strategy for mission accomplishment, ensuring Continuity of Operations Plan (COOP) in a crisis, and for recruiting and retaining valued talent. Additionally, in most situations, telework can create cost savings by decreasing the need for office space and parking facilities, and reducing transportation costs, including costs associated with payment of transit subsidies. Participation in the Program is not an employee right.

Management may not require an employee to participate in this program. Participation must be voluntary.

Section 2 – References

- a. Department of Defense Instruction 1035.01 (Telework Policy)
- b. Executive Order 13514 (Federal Leadership in Environmental, Energy and Economic Performance)
- c. ER 690-1-1215

Section 3 – Applicability

Telework is a program that provides employees the opportunity to work at their residence or at a location other than the duty station. The various types of telework are:

- a. Regular and Recurring

Work performed at an alternative worksite on a routine basis by an employee who is approved to telework on a schedule that is regular and recurring, most often on an agreed-upon day or days during a bi-weekly pay period.

- b. Situational, non-routine, or adhoc

- 1. Perform specific assignments, projects, or to accomplish job tasks that require concentration and uninterrupted blocks of time for successful completion.
- 2. Directed by supervisor to complete web-based distance and continuous learning, including educational requirements required by law or regulation.
- 3. Severe weather conditions or other circumstances that disrupt employees commute or compromise employee safety and the official duty station is closed or Office of Personnel Management (OPM) announces that Government offices in the employee's location are open with the option for unscheduled telework.
- 4. Periodic conduct of/participation in an exercise to ensure telework effectiveness as it relates to continuing operations in the event of a crisis or national emergency.

5. Other suitable situations deemed necessary, such as, in conjunction with a partial work day and leave and approved in advance by the supervisor.

c. Medical

1. An employee may request to perform work at residence for a specified period of time if suffering from a temporary personal injury or medical condition and prevented from reporting to the official worksite, and is otherwise eligible for telework.
2. A DoD Telework Agreement is needed and will be approved at the supervisor's discretion. Medical documentation shall be considered in making the determination to approve or deny medical telework, and to determine an employee's diagnosis and prognosis. If a supervisor is unsure about a medical related request, they should discuss with the local Civilian Personnel Advisory Center (CPAC) prior to any commitment.
3. The Employer may approve up to 5 days per week at the alternative work location. This type of telework is not intended to be permanent and will not normally exceed 6 months. This time limit may be extended where the eligibility and other requirements of the agreement are met and the medical condition continues.
4. All requests for disability accommodation that include a request to telework must be processed in accordance with Article 24 and current regulations.

Section 4 – Requirements

- a. Employees identified as eligible have the option to accept or decline the opportunity to telework. To the extent mission requirements are not jeopardized, employees who exhibit suitable work performance and conduct as determined by their supervisor and occupy eligible positions (i.e., positions that involve portable work and are not dependent on the employee's presence at the official duty station, such as, Lock and Dam Operators, anyone providing patient care, etc.) shall be permitted to telework at the supervisor's discretion.
- b. Telework eligibility criteria will be applied in a fair and consistent manner.
- c. While telework is encouraged, employees cannot be ordered to telework, unless the employee's duties are designated as mission-critical or the employee's telework agreement addresses this requirement. Telework is not an entitlement and not all employees are eligible. The following situations are typically eligible for telework:
 1. Handles classified materials or other material that cannot be removed from the official work site on a daily basis;
 2. Requires daily on-site activity or face-to-face contacts to include membership in a project, product or delivery team where frequent, unscheduled meetings with team members, sponsors, customers, legislators, and regulators are a necessary part of the work process resulting from the nature of the specific project;
 3. Performance or conduct warrants close supervision (An employee with a performance rating of less than "Level 3 - Fully Successful" is ineligible for telework);
 4. Proposed, pending or on-going disciplinary action;
 5. Time and Attendance and/or time-management deficiencies have been identified;
 6. When recently assigned, newly appointed, trainee or entry level (typically one year from appointment);

7. Employee Serving a probationary period
- d. The work intended to be performed at the alternate work location should meet the following criteria:
 1. The work involved is substantive in nature. That means that a clear product or service is produced. Work that does not result in a report, study document or completed project milestone does not meet the criteria of a clear product or service.
 2. The work involved must be portable. This means that the work to be done at the alternate work location can be completed with equal effectiveness as at the regular duty station.
 3. The work involved must be quantifiable or measurable. That means that there must be a clear correlation between products or services rendered and the hours paid. The work to be performed at the alternate work location will identify the tasks that will be completed and a projected time frame for completion.
- e. All requests to participate in the program must be reviewed and approved by a Branch Chief and the corresponding Division/Office Chief. Each approved application will result in a written agreement signed by the employee, immediate supervisor, the Division/Office Chief, and CPAC. The agreement will define the duration of the agreement, the work to be performed, the location where the work will be performed, and the hours to be worked.

Section 5 – Training

Authorized employees and their supervisors shall complete telework training prior to signing the DoD Telework Agreement. OPM provides web-based telework training currently available at: <http://www.telework.gov/Tools and Resources/Training/index.aspx>. Employees, supervisors and leaders shall be permitted to participate in telework training during the work day. All employees who telework shall be trained on accessing the unclassified DoD information technology network remotely, in accordance with DoDI 8570.01. *When agreements are updated or extended, teleworkers and their supervisors will review this guidance as well as the OPM on-line training.*

Section 6 – Responsibilities

- a. The Employee will:
 1. Review the USACE Telework policies and complete Telework training prior to entering into a written Telework agreement (See Sections 4 and 5 above).
 2. Complete the DoD Telework Agreement, DD form 2946 to include the safety checklist and discuss with supervisor. Ensure all telework paperwork is approved and signed prior to the start of telework. Division/Office Chiefs are the final approving officials for each Division. CPAC is the final approving signature.
 3. Complete the "Alternate Work Schedule Time Record" ENG 4704 on days reporting to the official site and enter the information for telework days upon returning to the official duty station. Engineering Branch and Engineering Management Branch of the Engineering & Construction Division employees will utilize fom1 (form name TBD). CETAL must be coded as prescribed in Section 8.

4. Employees will send an email to their supervisor upon the start of their official work day and at the end of the work day to designate the end of the work day. In the event of a power outage or connectivity issue, a telephone call will be made to the supervisor. If the supervisor is not available, a voicemail message will suffice.
5. An employee shall maintain a record of tasks performed and/or samples of completed work while on telework and have it available on the first official day in the official duty station following telework.
6. Designate one area in the residence as the official work station for purposes of telework and ensure area complies with safety requirements.
7. Protect all official, sensitive and for official-use-only data; comply with all criteria and guidelines for information and electronic security.
8. Safeguard Government Furnished Equipment (GFE) and use the GFE for official purpose only. Only District employees may use the GFE.
9. Report any network connectivity issues to the supervisor (i.e., power outage, lost network connection) immediately while on telework. If the inability to connect lasts for a significant period time and is not expected to be resolved within a specified period of time, leave will be requested and approved except in circumstances where the work is so urgent that it cannot wait until the next work day. When the work cannot wait until the next work day, the employee will be requested to report to work.
10. Observe agreed upon hours of work in accordance with existing labor-management agreements. Employee work schedules must be consistent with the offices' core work hours and may not work non-standard evening and weekend schedules.
11. Observe established policies for requesting and using leave. If employee is unable to telework due to illness or dependent care responsibilities, the employee must request leave.
12. While on telework, an employee must give written notice of any job-related injury (CA-1) or illness (CA-2) to their supervisor as soon as possible but no later than 30 days from the date of injury or the awareness of the illness. See Section IC for EDI responsibility in Article 19.
13. Will not substitute telework for dependent care (child care or elder care).

b. The Supervisor will:

1. Examine the content of the work and performance of the employee. These determinations are based on a balanced review of the needs of the organization and an individual employee's ability to work independently.
2. Assure that all employees who telework have an accurate Position Description and an approved Total Army Personnel Evaluation System (TAPES) Performance Plan.
3. Determine which positions are eligible for regular and recurring telework or situational telework, notify the employees and advise if responsibilities are designated as mission critical.
4. Provide at least a 24-hour notice of meetings and other events scheduled to occur during the employee's tour at the telework site and which require the employee's presence at the regular work site. In the case of an emergency or urgent work requirement, there may be less notice for requiring return to the official work station.
5. Participate in telework training prior to approving employee telework agreements, particularly when employee duties are designated as mission-critical.
6. Approve or deny requests for telework based upon mission requirements, employee performance, conduct, and the needs of the work group. If approved sign and maintain the DoD Telework Agreement. If denied, justify and document in writing, the basis for denial or termination of telework on the DoD Telework Agreement; include information about when the

employee may reapply or actions that the employee should take to improve his or her chance of approval, when practicable.

7. Ensure adequate worksite coverage during business hours, so that mission operations continue to be carried out efficiently and effectively and teleworkers and onsite employees are treated equitably.
8. Ensure teleworkers are held accountable for GFE.
9. Periodically, plan and track the telework capabilities of each of their employees authorized to telework, i.e., internet access, email access, etc.
10. Terminate telework arrangements if an employee's performance does not comply with the terms of the telework agreement or if the teleworking fails to meet organizational needs.
11. Ensure all telework is recorded accurately on time and attendance records and is in compliance with DoD guidance and policies concerning the request for and use of overtime, compensatory time and leave.

Section 7 – Telework Program Guidelines

- a. Telework is voluntary. Employees authorized to telework must complete, sign and date the DD Form 2946 (DoD Telework Agreement). It is suggested that all eligible employees complete and sign a telework agreement and be prepared to telework in the event of an emergency, pandemic or all hazard situation.
- b. Employees who are approved to telework must have:
 1. A complete DoD Telework Agreement that outlines the specific work arrangement agreed to and address the logistics of alternative worksite arrangements, i.e., work schedule, security requirements, safety requirements, supplies, equipment, supervisor's expectations and the employee's emergency response telework responsibilities. All agreements shall include:
 - i. Specific telework location (e.g., the employee's residence or other approved alternative worksite).
 - ii. Requirements when the official duty station is closed or when OPM announces that Government offices in the employee's location are open with the option for unscheduled telework.
- c. Telework agreements will be reviewed and revalidated by the supervisor and the teleworker at least annually. The agreement will be revised/initialed by all parties when appropriate (schedule changes, site changes, etc.). A new supervisor can re-evaluate an existing Telework Agreement and agree with the current arrangement or reevaluate the Telework arrangement previously authorized.
- d. Teleworkers may be required to return to the official duty station on scheduled telework days if necessary (e.g., to attend a specific meeting). Requests by teleworkers to change their scheduled telework day(s) shall remain consistent with mission requirements and at the supervisor's discretion. Any permanent changes require a new DoD Telework Agreement.
- e. If an employee is unable to connect to the network, (i.e., power outage, loss of network connectivity) while in a telework status, the employee must report the situation to the immediate supervisor immediately. If the inability to connect is for a significant period of time, leave will be requested and approved except in circumstances where the work is so urgent that

it cannot wait until the next work day. When the work cannot wait until the next work day, the employee will be requested to report to work.

- f. Telework will normally be limited to one (1) day per calendar week on Monday-Thursday. Requests for additional days of telework will be addressed on a case-by-case basis. Management will determine the eligible weekdays of telework based on mission and office requirements. If an employee's telework day falls on the same day as a Federal holiday, the employee will not be permitted to change to an alternate day.
- g. In the spirit of the management-employee agreement, mission is primary and employees will change their telework days if mission dictates a need for the employee's attendance in the traditional workplace on a regularly scheduled telework day.
- h. Employees who have approved Alternate Work Schedules are not eligible for regular and recurring telework.
- i. The official worksite for a telework employee is the location of the official duty station (i.e., the place where the employee would normally work absent a telework agreement), as long as the employee is scheduled to actually report, most often on an agreed-upon day or days during a biweekly pay period on a routine basis to the official duty station. If an employee covered by a telework agreement does not meet the requirements above, the employee's official work site is the location of the employee's telework site. Exceptions may be authorized in appropriate situations, such as when an employee is recovering from an injury or medical condition that prevents the employee from commuting to the official duty station.
- j. Prior to changing an employee's official work site to the alternate work site, Appendix C of ER 690-1215, Cost/Benefit Analysis of the Telework outside the locality pay area of the traditional worksite must be completed. If an employee's official duty station is changed from the traditional worksite and the telework location is a permanent arrangement, a permanent change in duty station must be documented with a, Notification of Personnel Action (SF 50), or equivalent.
- k. Employees are entitled to reimbursement for official travel to the official duty station when the employee teleworks full-time from a location outside of the local commuting area, and his or her alternative worksite is deemed the official duty station. Employees who work full-time from an alternative worksite designated as the official duty station and who do not report to the traditional worksite at least two days per pay period are considered virtual teleworkers. Such employees are entitled to reimbursement for official travel to the traditional worksite.
- l. Telework participants must be on fixed daily schedules at the alternate work location. Holiday and Sunday rules and pay requirements apply the same as at the regular work site. The minimum time specified for duty at the AWL station will normally be in full workday increments. Working at the AWL part of the day and at the main office part of the day eliminates many benefits of Telework including all of those associated with not having to commute. However, arrangements for daily pickup or drop off of work assignments are permissible when required by the work situation.
- m. Once an application for Telework is approved, the employee must notify the supervisor of the desired start date for commencing work at the AWL. The employee's verbal request to the supervisor must be made at least one day in advance.

Section 8 - Time and Attendance

- a. Employees who telework must be at their alternative worksite during their scheduled tour of duty or obtain approval for leave.

- b. Employees performing work at the AWL are subject to the same workday limits as they would be if they were performing work at the official duty station.
- c. An employee performing work at the AWL is not authorized to work credit hours, overtime or compensatory except as approved by their supervisor.
- d. Employees performing work at the AWL will follow established procedures for requesting and obtaining approval of leave.
- e. When approved in advance by the supervisor, employees may work part of the day at their approved alternative worksite and part of the day at the traditional worksite to accommodate work scheduled and personal commitments, such as medical appointments located near the employee's alternative work site, travel between locations is non-work time.
- f. EMERGENCY CLOSING -When an employee is scheduled to work at the AEL and an Emergency Closing of the duty station occurs as the result of a security threat or hazardous condition, the employee will work the full day at the AWL unless the threat or hazardous condition applies equally at the AWL.
- g. LATE OPENINGS OR EARLY CLOSURES -When an employee is scheduled to work at a home AWL and the official duty station opens late or closes early, the employee will work a full day at the home AWL because hazardous commuting is not an issue for the employee working at home. If the AWL is a Federal Business Center or other remote location, the Federal Executive Board (FEB) directive applicable to that facility will govern.
- h. Telework hours must be properly recorded for annual reporting requirements. Hours of work for teleworking will be recorded by the employee or timekeeper as follows in CEFMS:
 - 1. In the Hours/Type Column, annotate RG (Regular)
 - 2. In the ENV/HAZ Oth Code (use drop down to select) Column, annotate one of the following:
 - i. TW = Telework Regular -approved schedule where eligible employee work at an alternative worksite on a regular, recurring and ongoing basis at least twice each bi-weekly pay period.
 - ii. TS= Situational -approved telework performed on an occasional non-routine or adhoc basis and may occur continuously for a specified period
 - iii. TM= Telework Medical -telework that has been approved for a specific period of time for a particular employee as deemed necessary for medical reasons.
 - iv. LN = Administrative Leave -in the event an employee is "administratively excused,"

Section 9. Records Management

- a. All official records removed from the official duty station to accomplish a Telework assignment remains the property of the Government.
- b. Confidential and Privacy Act information will continue to be properly safeguarded at the AWL, just as it is at the official duty station.

Section 10 - Application Process and Procedures

- a. Requests for participation in the Telework program will follow the process and procedures described herein.
- b. Employees will complete the TELEWORK PROGRAM, DD Form 2946. Each application will be evaluated on its own merit. The Philadelphia District Civilian Personnel Advisory Center (CPAC) is available to answer questions regarding the Telework Program.
- c. Application submittal and approval process: Requests are to be submitted to the employee's First Line Supervisor for review and recommendation. Depending on the position this may be a Section Chief, Team Leader or Project Manager.
- d. The recommendation of the First Line Supervisor will be forwarded to the Branch Chief for review. If the application is disapproved at this level, the application will be returned to the employee with written reasons for the disapproval.
- e. If the Branch Chief recommends approval, the proposal will be forwarded to the Division Chief for final review and action.
- f. The final decision will be provided to the applicant in writing as soon as possible, but not longer than 60 days after submission to the First Line Supervisor.
- g. If approved, the original signed application package will be retained in the CPAC. Both the supervisor and the employee will be provided a copy of the approved proposal.
- h. The employee and the supervisor must complete and sign the Telework Program Work Agreement, DD form 2946.
- i. A copy of the Telework schedule must be provided by the employee to the employee's timekeeper.
- j. The maximum duration of any Regular Telework Agreement is one year. Employees must reapply for Regular Telework annually or at the end of the agreement whichever comes first. Reapplications should contain the original agreement along with a description of any changes in the Telework agreement or guideline conditions and any proposed changes to the agreement. Reapplications will be processed in the same manner as new requests.
- k. The maximum duration for Medical Telework is 6 consecutive months. Application for Medical Telework may be made at any time as appropriate to the medical condition. Medical Telework may be extended one time for up to an additional 6 months.
- l. When an application for Regular Telework is denied, the employee may reapply not less than 180 calendar days from the date of the denial unless there is a change in the employee's position description.

Section 11. General Program Laws and Administrative Requirements

- a. Fair Labor Standards Act

The existing rules in 5 Title U.S.C. and in the Fair Labor Standards Act governing overtime also apply to Telework arrangements. All overtime work by Telework employees must be approved in advance by the supervisor.

b. Workers Compensation

- i. Telework employees are covered by the Federal Employees Compensation Act (FECA). Employees can qualify for continuation of pay or Workers Compensation for on-the-job injury or occupational illness if injured in the course of performing official duties at the official duty station or AWL. OSHA requirements apply and employees who work at home are covered by workers' compensation.
- ii. Any accident or injury occurring at the AWL must be brought to the immediate attention of the supervisor. Supervisors must ensure that claims of this type are immediately brought to the attention of the Safety Officer. Refer to the Health and Safety Article of this contract. If in a private residence, the AWL site must be reasonably available for survey and investigation following any reported accident or injury.

Section 12 – Facilities and Equipment

- a. Employees participating in Telework must have a designated work area for performance of their AWL duties. Requirements will vary, depending on the nature of the work and the equipment needed to perform the work.
- b. Approval to work at the AWL does not require the employer to provide Government owned equipment nor pay costs related to it. Each case is decided individually, based on the availability of funds, cost-effectiveness, need, etc.
- c. Where Government-owned equipment/property is provided, established property procedures must be followed. Where the Government-owned property is assigned based upon an approved Telework proposal, the employee will become the property hand receipt holder. Strict adherence to the regulations concerning the safeguarding of Government Property is essential.
- d. Property receipts must be issued for each piece of equipment before removing it from the Agency.
- e. All equipment, software, data and supplies furnished by the Government shall remain the sole property of the Government. Employees must agree to return these items upon request or upon termination of the Telework agreement.
- f. The employer may provide equipment for employees to perform work at the AWL work site. Equipment may be new or existing at the discretion of the Employer. The employee should indicate equipment that they believe to be required and which they will need to have furnished by the Government in their application.
- g. The employer will provide reasonable office supplies (paper, pens, etc.) Only GFE will be used in support of the Telework application. The Government will not be responsible for operating costs, maintenance, repairs, homeowners or renters insurance or other residential costs.
- h. The Government will not normally supply desks, chairs, lamps, copiers, answering machines, and similar equipment.
- i. Equipment needs arising from medical conditions, to facilitate reasonable accommodations, or to meet special financial hardship requirements will be considered on a case-by-case basis.

- j. Employees participating in Telework that work fewer than 32 hours per week at the Official Duty Station may be assigned to temporary workstation space (swing space) in lieu of being assigned to a permanent workstation.
- k. An Alternate Work Location in the employee's home is not a Government Facility. It is an alternate work site and not a business operated from or based in the home. The employer-employee relationship exists between USACE and the employee at the Official Duty Station. While the employer may own property and materials used by the employee in the home workplace, the employee agrees and understands that the home workplace is not a Government Facility, and that costs of safeguarding, insuring and maintaining the home workplace and the Government property therein are the sole responsibility of the employee.
- l. Questions related to claims for personal property damage or loss related to the employee's performance of official duties should be addressed to the Office of Counsel. Questions related to personal injury related to the employee's performance of official duties should be addressed to the CPAC. The Employer will address issues of employee Agency liability in accordance with the Federal Employee Claims Act, the Federal Tort Claims Act and other applicable laws and regulations.
- m. Questions about equipment and supplies for employees working at their residences should be directed to the First Line Supervisor.
- n. Employees should consult with their tax advisors or the Internal Revenue Service for information on tax laws and interpretations regarding home offices and workspace deductions.
- o. For information on matters such as zoning regulations and other covenants, homeowner's insurance, Federal and State tax implications, etc.; participants should check with the appropriate local authority.

Section 13 – Changes in Telework Arrangements

When any element of the work agreement changes, the Telework arrangement should be reevaluated. This may result in a new agreement, a revision or a termination of the agreement.

Section 14 – Withdrawal or Removal From the Telework Program

- a. An employee may terminate his/her Telework arrangement at any time without prejudice and return to his/her official duty station. Employee notice to the supervisor should be in writing and acknowledged by the supervisor to prevent misunderstandings about the employee's work location. Management will arrange for the employee to return to the main work site as quickly as possible.
- b. The Agency may remove an employee from the Telework Program if the employee's position no longer meets Telework criteria, the employee fails to adhere to the requirements specified in the Telework Program Agreement or there is a decline in overall performance below the "Successful 3" level. Supervisors will counsel employees about specific problems before effecting removal. When a decision is made to remove an employee from the Telework Program, the employee must be given written notice indicating the reason(s) for removal. Whenever feasible, management will provide a written 2-week notice, but termination of the Telework arrangement may be immediate and without prior written notification, if circumstances preclude providing advance notice.
- c. The employee may reapply to the Telework Program not less than one year after removal from the Program, provided that her/his performance has improved to at least the "Satisfactory 3" level and the reason(s) for the initial removals have been resolved.

- d. For medical telework, employees withdrawing or removed from the program will be assigned to permanent workstations as they become available.

Section 15 – Security

- a. All computer security regulations, procedures and guidelines apply, and must be complied with to protect sensitive information and computer hardware and software. The appropriate computer security representative should be consulted to review regulations, procedures and guidelines. Software licensing agreements must be strictly observed as outlined in the agreement.
- b. Work involving access to confidential, sensitive documentations such as those covered by the Privacy Act, source selection contracting material, etc., may not be appropriate for Telework arrangements and must be reviewed on a case-by-case basis.

Section 16 – Problems With Potential Affect On Work Performance

- a. Employees will promptly inform supervisors whenever any problems arise which adversely affect their ability to perform work at the AWL. Examples could include situations such as equipment failure, power outages, telecommunications difficulties, etc.
- b. If a local major emergency occurs, management will work with AFGE Local 902 to find ways to accommodate employee needs during the emergency.
- c. The provisions of this article do not modify existing procedures in law, regulation or this Agreement.
- d. The provisions of this article shall not prevent using Telework (or some variation of the program) as a reasonable accommodation for qualified handicapped individuals.

ARTICLE 15 – LEAVE

Section 1 – General Leave Policies and Practices

The Employer agrees to respond to all leave requests in a timely manner.

Every effort will be made to accommodate employees who are arranging for and/or attending funeral and similar emergencies for immediate relatives, "significant others" or their dependents.

Use of leave will not be the sole basis for denial of overtime or credit hours.
Leave will not be denied as a disciplinary measure.

Employees, upon request and with the approval of the Employer, may change previously authorized annual leave to sick leave in accordance with this article.

Section 2 – Annual Leave

Bargaining Unit Employees shall earn annual leave in accordance with applicable law and regulations. Annual leave may be used increments of 15 minutes.

Except in extenuating circumstances, all periods of annual leave must be approved by a management official prior to annual leave being taken.

Annual Leave should be requested by the Bargaining Unit Employee sufficiently in advance so the supervisor can make a judgment regarding the need for the employee's services during the proposed pay period of absence for such leave.

Request for annual leave should be made on OPM Form 71, "Request for Leave or Approved Absence".

Telephonic approval of annual leave may be granted by the Employer in emergency situations. Except in extenuating circumstances, such requests must be made by the employee to the immediate supervisor in accordance with the following schedule:

1. District Headquarters, Fort Mifflin Field Surveys and the SHUMAN Survey Section unit
- not later than 9:00 a.m.
2. Fort Mifflin Project Engineer's Office unit (including Marine Force and Pedricktown) -not later than 7:15 a.m.
3. Chesapeake City Project Office unit - not later than 8:30 a.m.; except that Marine Traffic Controllers must call at least one hour before the start of their scheduled tour of duty.
4. Construction Field Offices (Ft. Dix, Pomona, Dover, Tobyhanna, Vineland, Welsbach) - Employees using unscheduled annual leave must call within one hour of their scheduled reporting time and prior to core business hours.

Any denials of telephonic and written leave request will be provided in written form to the employee. At no time will a request be denied for the sole reason that a Bargaining Unit Employee has worked overtime during the pay period.

Approval of Bargaining Unit Employee requests for unscheduled annual leave for unforeseen reasons will be considered. Use of Annual Leave is a right of every employee subject to Management's right to schedule work and approve the time at which leave may be taken. If there is evidence that an employee is not following leave-requesting procedures or is excessively requesting unscheduled annual leave, leave restriction may be implemented. Such restriction will be in writing. The restriction will be reviewed by the immediate supervisor for the purpose of determining whether the requirement can be eliminated. The review shall take place not more than twelve months from the date of imposition of the restriction and every six months thereafter, until requirement is eliminated.

The Bargaining Unit Employee also has the right to request review of the restriction when the employee feels such a requirement is no longer justifiable. The Bargaining Unit Employee shall be notified in writing of the result of any review that is made.

Section 3 – Sick Leave

Bargaining Unit Employees will earn sick leave in accordance with law and regulations.

Normally, the employee's certification on OPM Form 71 will be sufficient to support a charge to sick leave for absences of three workdays or less. Absences charged to sick leave in excess of three workdays require a medical certificate. An employee with a chronic medical condition that does not require

medical treatment but does result in periodic absences from work for more than three consecutive days will not be required to furnish a medical certificate on a continuing basis if the employee:

Is not on Leave Restriction and

Provides, upon request, an updated valid medical certificate every six months that clearly states the continuing need for periodic absences.

When a Bargaining Unit Employee calls in to request sick leave, they will indicate when they can reasonably expect to return to duty. Except in extenuating circumstances, such requests must be made by the employee to the immediate supervisor in accordance with the following schedule:

1. District Headquarters, For Mifflin Field Surveys and the SHUMAN Survey Section unit -not later than 9:00 a.m.
2. For Mifflin Project Engineer's Office unit - not later than 7: 15 a.m.
3. Chesapeake City Project Office unit – not later than 8:30 a.m.; except that Marine Traffic Controllers must call at least one hour before the start of their scheduled your of duty.
4. Construction Field Offices (Ft. Dix, Pomona, Dover, Tobyhanna, Vineland, Welsbach) - Employees using unscheduled annual leave must call within one hour of their scheduled reporting time and prior to core business hours.

If there is evidence that an employee is abusing the leave process, leave restriction may be implemented. Such restriction will be in writing. The restriction will require submission of a medical certificate for all requested sick leave. The restriction will remain in effect for one year. The restriction will be reviewed by the immediate supervisor for the purpose of determining whether the requirement can be eliminated. The review shall take place not more than twelve months from the date of imposition of the restriction and every six months thereafter, until the requirement is eliminated.

The Bargaining Unit Employee also has the right to request a review of the certification requirement when the employee feels such a requirement is no longer justifiable. The Bargaining Unit Employee shall be notified in writing of the result of any review that is made.

Section 4 – Court Leave

Consistent with regulations, an employee with a regular scheduled tour of duty is entitled to court leave for:

1. Jury duty with a Federal, District of Columbia, State or local court;
2. Witness duty on behalf of the State or Local Government;
3. Witness duty on behalf of a private party when the Federal or District of Columbia or State or Local Government is a party to the judicial proceeding.

If a Bargaining Unit Employee is called for such civic duties, the employee shall promptly notify their immediate supervisor and shall submit a copy of the summons for jury duty service.

Upon completion of service, the Bargaining Unit Employee shall present their supervisor with documentation verifying such service, together with any jury fees received. Employees may retain parking expenses or mileage reimbursement paid by the court.

Section 5 – Sick Leave To Care For A Family Member

Most Bargaining Unit employees may use up to 104 (13 days) of sick leave each year to care for a family member who is incapacitated by a medical or mental condition, attend to a family member receiving medical, dental, or optical examination of treatment, or to arrange for or attend the funeral of a family member.

An employee who is caring for a family member with a serious health condition may use not more than a total of 480 hours of sick leave during a leave year. A full-time employee may use not more than a total of 480 hours of sick leave in a year for all family care purposes including attending or arranging for a funeral.

The definition of family member covers a wide range of relationships, including spouse; parents; parents-in-law; children; brothers; sisters; grandparents; grandchildren; step parents; step children; foster parents; foster children; guardianship relationships; same sex and opposite sex domestic partners; spouses or domestic partners of the aforementioned, as applicable; and an individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

A Bargaining Unit employee is limited to a total of 12 weeks of sick leave each year for all family care purposes. Full-time employees may use 40 hours (5days) of sick leave for these purposes without regard to their current sick leave balance. Additional hours may be used only if the bargaining unit employee maintains a balance of at least 80 hours of sick leave in the leave account.

Bargaining Unit employees are permitted to use sick leave for purposes related to the adoption of a child.

Bargaining Unit employees are entitled to 7 days of paid leave each calendar year to serve as a bone marrow donor or 30 days of paid leave to serve as an organ donor. This category of leave is in addition to sick and annual leave.

Section 6 – Leave Without Pay (LWOP)

Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty. LWOP must be requested by a Bargaining Unit Employee. LWOP of 30 calendar days or less may be approved by the immediate supervisor. LWOP for more than 30 calendar days is approved by the Division Chief.

LWOP is distinguished from Absence Without Leave (AWOL) by its permissive nature and approval.

LWOP is normally granted to protect a Bargaining Unit Employee's employment status during extended absences.

A Bargaining Unit Employee cannot demand LWOP as a matter of right, except in the case of:

Disabled veterans who are entitled to LWOP, if necessary, for medical treatment under Executive Order 5396

Reservists and National Guardsmen who are entitled to LWOP, if necessary, to perform military training duties under the provisions of Section 9(g) of the Military Selection Service Act of 1967

Any request of LWOP should be in writing and must be in accordance with applicable laws and regulations.

Supervisors will consider activity workload and mission. Requests for LWOP will not be denied without reason.

Except in unusual circumstances, requests for LWOP will not be granted for periods in excess of one year.

Service credit for retirement, reduction in force, and leave accrual continues for up to a maximum of six calendar months of non-pay time per calendar year.

Unless you cancel your enrollment, Federal Employees Health Benefits (FEHB) will continue until time in a non-pay status totals 365 days. Employees are liable for their full share of the premiums for this period. Payments should be made to the payroll office during the non-pay status or when employees return to duty.

Federal Employees Group Life Insurance (FGLI) continues until the time in a non-pay status totals 12 months.

Section 7 – Family and Medical Leave Act (FMLA)

The policy for approving or granting leave a Bargaining Unit Employee for carrying out parental and family responsibilities under the terms of the Family and Medical Leave Act, PL 103-3, will be as compassionate and flexible as possible, consistent with mission requirements.

FMLA is unpaid leave available to a Bargaining Unit Employee in addition to other paid time off.

Under the terms of the Family Medical Leave Act, employees are entitled to 12 workweeks of unpaid leave during any 12-month period for the following purposes:

The birth of a son or daughter of the employee and the care of such son or daughter;

The placement of a son or daughter with an employee for adoption or foster care;

The care of a spouse, son, daughter or parent of the employee who has a serious health condition;
or

A serious health condition of the employee that makes the employee unable to perform essential functions of his or her position.

Under certain circumstances, FMLA leave may be taken intermittently, or the employee may work under a work schedule that is reduced by the number of hours of leave taken as Family and Medical Leave.

A Bargaining Unit Employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under the FMLA.

Upon return from FMLA leave, a Bargaining Unit Employee must be returned to the same position or to an "equivalent position with equivalent benefits, pay status, and other terms and conditions of employment."

A Bargaining Unit Employee who takes FMLA leave is entitled to maintain health benefits coverage. A Bargaining Unit Employee must pay the employee share of the premiums on a current basis or pay upon return to work.

The employee must provide notice of intent to take Family and Medical Leave not less than 30 days before the leave is scheduled to begin. In case of emergencies, the Supervisor may reduce the notification period.

The supervisor may request medical certification for FMLA leave taken to care for a Bargaining Unit Employee's spouse, child or parent who has a serious health condition or for the serious health condition of the employee.

Section 8 – Military Leave

In accordance with law and regulations, full-time employees who are members of the National Guard or the Armed Forces Reserves are entitled to 15 calendar days of regular military leave in a fiscal year for active duty or active duty training.

For part-time employees, Military Leave is pro-rated based on the number of hours in the employee's workweek.

Employees who do not use the entire 15 calendar days can carry any unused Military Leave over to the next fiscal year. Military Leave may never exceed 30 days.

Military leave should be credited to a full-time employee on the basis of an 8-hour workday. The minimum charge to leave is one hour. An employee may be charged military leave in accordance with law and Government-wide regulations. Non-workdays falling in the beginning or end of Military Leave are not included in the period of absence of military duty, e.g., weekends, holidays, days off due to compressed work schedules. Non-workdays falling in the beginning or end of Military Leave are not included in the period of Military Leave.

Section 9 – Voluntary Leave Transfer Program (Leave Sharing Program)

An employee who has been affected by a personal emergency and has exhausted all of his or her paid leave may apply to become a leave recipient. A personal emergency means a medical or family emergency or other hardship situations that is likely to require an employee's absence from duty for a prolonged period of time and to result in a substantial loss of income to the employee because of the unavailability of paid leave.

An employee may donate annual leave directly to another Federal employee who has been approved as a leave recipient in this program.

In any leave year, an employee may donate not more than one-half of the annual leave he or she would accrue during a leave year.

ARTICLE 16 – DISCIPLINE

Section 1 – Statement of Purpose and Policy

The parties agree that the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. The parties agree to concept of progressive discipline designated primarily to correct and improve employee behavior. Bargaining unit employees will be the subject of disciplinary or adverse action only for just cause.

Section 2 - Definition of "Day"

For purposes of this article, the word "day" means calendar day unless otherwise specified.

Section 3 - Counseling and Warnings

Normally, discipline will be proceeded by counseling and assistance including oral warnings which are informal in nature.

Section 4 - Reprimand

An official reprimand is a written disciplinary action which specifies the reasons for the action. The reprimand will specify that the employee may be subject to more severe disciplinary action upon further offense and that a copy of the reprimand will be made a part of both the Extension File and the Official Personnel File for up to 3 years. After one year, the employee may request removal of the reprimand at any time. Normally, if there have been no further instances of misconduct, then the reprimand will be removed.

The letter of reprimand will inform the employee of right to file a grievance on the reprimand under the negotiated grievance procedure and the right to Union representation.

Section 5 - Short-Term Suspensions

- A. An employee against whom a suspension for 14 days or less is proposed is entitled to:
 - 1. A written notice stating the specific reasons for the proposed action.
 - 2. An opportunity to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer within 15 calendar days of notice; and
 - 3. Be represented.
- B. After the specified reply period or after considering the employee's response, the Employer will issue a written decision. If the decision is unfavorable to the employee, the decision may be grieved in accordance with the negotiated grievance procedure at the next level of supervision.

Section 6 – Removal, Suspension for More Than 14 Days, Reduction-In-Grade, Reduction-In-Pay, and Furlough of 30 Days or Less

- A. An employee against whom such an action is proposed is entitled to:
1. *Employees shall be given at least thirty (30) calendar days advance written notice of any adverse action proposal and not less than 15 calendar days in which to submit a reply unless the circumstances require the application of the exceptions to the notice and reply periods in accordance with government-wide regulations such as those found in 5 C.F.R §752.404(d)(1) and (2), the crime provision and furloughs, respectively.*
 2. Be represented.
- B. After the specified reply period or after considering the employee's response, the employer will issue a written decision. If the decision is to effect an action specified in this section, it will specify the reason, the effective date, the action to be taken and the decision appeal rights.
1. The employee may appeal the decision under appropriate statutory procedures (MSPB, EEO, etc.) or the employee may file a written grievance under the negotiated grievance procedure, but not both. Any such grievance will be initiated at the next level of supervision above the deciding official, within the District.
 2. The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised their option at such time as the employee timely initiates an action under the statutory procedures, or timely files a written grievance.
 3. Any grievance must be initiated no later than 30 days after the effective date of the action.
- C. Employees shall be entitled to representation in all phases of these procedures.

Section 7 - Requests for Time Extensions on Proposals

The Employer will not unreasonably deny a request for extension of the time to respond to proposals.

Section 8 - Notice to Union

When notices of proposed action and notices of decisions are issued, employees will receive a "representative's copy" to provide to the union representative.

Section 9 - Timeliness of Discipline

If the Employer feels that disciplinary or adverse action is necessary, such action will be initiated timely after the offense was committed or made known to the Employer.

ARTICLE 17 – TRAVEL

Section 1 – General Travel

- A. To the maximum extent practicable, time spent in travel status away from the employee's official duty station should be scheduled by the Employer within normal working hours. Where it is necessary that travel be performed during non-duty hours, the employee will be paid overtime in accordance with Title 5 of the United States Code or the Fair Labor Standard Act, if applicable, when such travel constitutes hours of work under these laws and regulations. If such travel constitutes hours of work, the Employer will consider an employee's request for compensatory time in lieu of overtime.
- B. The Employer shall give as much notice as possible to employees for assignments to travel.
- C. Employees should not be penalized as a result of travel or temporary duty assignments.
- D. The Employer agrees to pay travel expenses and per diem for employees in accordance with the law, Federal Travel Regulations (FTR) as implemented by the Department of Defense Joint Travel Regulations, Volume II for civilian employees (JTR's) and this agreement. The Employer will notify the Union designee upon receipt of any and all changes in the JTR 's
- E. The Employer will notify the Union of any Permanent Change of Station (PCS) or of any Temporary Changes of Station (TCS) where there is a change in the employees' tour of duty or other conditions of employment.
- F. Official travel will be by the method of transportation most advantageous to the Government. Methods include common carrier, public transportation, Government-furnished vehicles, commercial rental vehicles and privately owned vehicles.
- G. Personal safety and the protection of Government and personal property are a significant concern. When conditions exist where the employee believes a threat to safety or property exists, such concern shall be brought to the attention of the supervisor for appropriate action. Refer to the Safety Article for additional safety information.
- H. Employees will be advised in writing and electronically of a specific agency designee with telephone number that can be called to answer questions with regard to travel procedures, use of Government vehicles, travel payment, travel time and any non-routine or unusual travel or entitlement questions. Normally that person will be in the Resource Management Office (RMO).
- I. Supervisors are responsible for the proper use of Travel and expeditions resolution of Travel Claims. Employees may use their supervisory chain to resolve problems with Travel Procedures or Travel Payment that cannot be resolved by their immediate supervisor.
- J. Employees will be provided with the name of a Supervisor or other Point of Contact (POC) for assistance when on travel.
- K. In accordance with applicable laws and regulations, employees must be appropriately compensated for any work time, on-call time or stand-by-time while in a travel status.

Section 2 – Definitions

The "Official Duty Station" is defined in 5 CFR 550.112 (i) and 551.422 (d). For purposes of this agreement it is the geographical limits of the municipality (but not greater than 50 miles) in which the duty station is located:

1. Philadelphia District Headquarters, including Fort Mifflin Field Surveys and Shuman Survey Section - City of Philadelphia, PA.
2. For Mifflin Project Engineer Office - City of Philadelphia, PA.

3. Pedricktown Sub-Office of the Fort Mifflin Project Office - municipality of Pedricktown, NJ.
4. Chesapeake City Project Office - Chesapeake City, MD.
5. Blue Marsh Lake - Blue Marsh Lake, PA
6. Construction field offices below are the current field offices which may change as workload dictates:
 - a. Coastal Resident Office - the geographic limits of Egg Harbor Township, NJ, plus those portions of Galloway and Hamilton Townships, NJ, falling within the limits of the William J. Hughes FAA Technical Center and the Atlantic City International Airport.
 - b. Dover Resident Office - the geographic limits of Dover Air Force Base, Dover, DE. See Section 2, paragraph 4 above for Dover Resident Office employees with a duty station of Chesapeake City, MD.
 - c. Central New Jersey Resident Office - the geographic limits of the Joint Base-McGuire Dicks Lakehurst Military Reservation, NJ.
 - d. Vineland Project Office- the geographic limits of the City of Vineland, NJ, plus those portions of Pittsgrove Township, Millville, and Deerfield Township falling within the limits of the Vineland Chemical Superfund site.
 - e. Lipari Project Office - the geographic limits of the Township of Mantua, NJ, plus those portions of the Town of Pitman, NJ, and Harrison Township, NJ, falling within the limits of the Lipari Landfill Superfund Site.
 - f. Welsbach Project Office- the geographic limits of the city of Camden, NJ, and city of Gloucester, NJ, falling within the limits of the Welsbach/GGM Superfund site.
 - g. Tobyhanna Resident Office- the geographic limits of Tobyhanna Army Depot, Tobyhanna, PA.

"Local Commuting Area" means the geographic area that generally constitutes one area for employment purposes. It includes that area within which people live and can reasonably be expected to travel back and forth on a daily basis to their Official Duty Station. The geographic limits of the Local Commuting Area for each Duty Station are as follows:

1. Philadelphia District Headquarters, including Fort Mifflin Field Surveys and SHUMAN Survey Section - Philadelphia metropolitan area including Chester, Delaware, Bucks and Montgomery counties in Pennsylvania; New Castle county in Delaware and Burlington, Camden, Salem, and Gloucester counties in New Jersey.
2. Fort Mifflin Project Engineer Office - Philadelphia metropolitan area including Chester, Delaware, Bucks, and Montgomery counties in Pennsylvania; New Castle county in Delaware and Burlington, Camden, Salem, and Gloucester counties in New Jersey.
3. Pedricktown Sub-Office of the Fort Mifflin Project Engineer Office - Philadelphia metropolitan area including Chester, Delaware, Bucks, and Montgomery counties in Pennsylvania; New Castle county in Delaware and Burlington, Camden, Salem, and Gloucester counties in New Jersey.
4. Chesapeake City Project Office - New Castle county in Delaware and Cecil and Kent counties in Maryland.
5. Blue Marsh Lake - Berks County and the City of Reading, PA
6. Construction field offices:
 - a. Coastal Resident Office - the Atlantic City, New Jersey area including Atlantic, Cape May, Monmouth, Ocean, Burlington, Camden, Gloucester, and Cumberland Counties in New Jersey.
 - b. Dover Resident Office - the Dover, Delaware area including Kent, New Castle, and Sussex counties in Delaware; and Cecil, Kent, Queen Annes, and Caroline counties in Maryland.

- c. Central New Jersey Resident Office - the Joint Base- MDL area including Burlington, Ocean, Camden, Atlantic, Monmouth, Middlesex, and Mercer counties in New Jersey; and Philadelphia and Bucks counties in Pennsylvania.
- d. Vineland Project Office - the Vineland, New Jersey area including Cumberland, Cape May, Atlantic, Gloucester, Camden, and Salem Counties in New Jersey
- e. Lipari Project Office - the Pitman, New Jersey area including Gloucester, Salem, Cumberland, Atlantic, Burlington, and Camden Counties in New Jersey, New Castle County in Delaware, and Delaware and Philadelphia Counties in Pennsylvania.
- f. Welsbach Project Office- Camden and Gloucester, New Jersey, including Gloucester, Salem, Cumberland, Atlantic, Burlington, Mercer, and Camden Counties in New Jersey, New Castle County in Delaware, and Delaware, Montgomery, Bucks and Philadelphia Counties in Pennsylvania.
- g. Tobyhanna Resident Office- the Tobyhanna, Pennsylvania, area including Monroe, Pike, Carbon, Lehigh, Northampton, Berks, Montgomery, Bucks, Schuylkill, Luzerne, Wyoming, Lackawanna, Wayne and Susquehanna Counties in Pennsylvania, Sullivan County in New York, and Sussex, Warren, Hunterdon, and Mercer Counties in New Jersey.

The limits of the "Extended Duty Station" are the geographic limits off all areas within the local commuting area or a 50-mile radius from the official duty station, whichever is less. The 50-mile radius limitation for each Duty station shall be measured from the following points:

- 1. Philadelphia District Headquarters, including Fort Mifflin Field Surveys and SHUMAN Survey Section - measured from the Philadelphia District Headquarters Building (Wanamaker Building).
- 2. Fort Mifflin Project Office - measured from the Fort Mifflin Project Engineer Office Building (Building #1).
- 3. Pedricktown Sub-Office of the Fort Mifflin Project Office - measured from Building 613 at the DoD Med log Headquarters, Pedricktown, NJ.
- 4. Chesapeake City Project Office - measured from the Chesapeake City Resident Engineer's Office Building.
- 5. Blue Marsh Lake - 50 mile radius of Blue Marsh Lake, PA
- 6. Construction field offices:
 - a. Coastal Resident Office - Building 15, William J. Hughes Technical Center, Atlantic City International Airport, New Jersey.
 - b. Dover Resident Office - Building 519, Dover Air Force Base, Delaware.
 - c. Central New Jersey Resident Office -5363 Snyder Lane, Fort Dix, New Jersey
 - d. Vineland Project Office - 1509 North Mill Road, Vineland, New Jersey
 - e. Lipari Project Office - Corps of Engineers office located within the Lipari Landfill Superfund Treatment Plant Site, Mantua Township, New Jersey.
 - f. Welsbach Project Office- 130 North Broadway, Gloucester City, New Jersey.
 - g. Tobyhanna Resident Office- Building 336, CPL Damato Street, Tobyhanna, Pennsylvania.

Section 3 – Local Travel

Local Travel is defined as travel to and from a work site, other than the official duty station, directed by the employer. Such travel must be within the limits of the extended duty station.

For the purposes of hours of work and overtime the limits of the "Extended Duty Station" shall apply to each site are as follows:

ALL OFFICES AND FIELD SITES - The employee would start and end their day at either the duty station or worksite (as directed) anywhere inside the extended duty station limits with no overtime for longer home to worksite or worksite to home commute.

MILEAGE AND TOLLS - Employees are eligible for reimbursement for mileage and tolls if they are required to use their personal vehicle for local travel. Reimbursement will be made in accordance with the DoD Joint Travel Regulations (JTR). When reporting to a worksite, reimbursement will be limited to mileage and tolls beyond the normal home to duty station and duty station to home commute.

LOCAL TRAVEL REIMBURSEMENT

Employees who are assigned computer equipment with Corps of Engineers Financial Management System (CEFMS) software and are trained in its use will be responsible for entering their own local travel vouchers.

Employees who do not have access to such equipment or who have not been trained in its use will submit their completed and signed claim on Standard Form SF 1164 with accompanying receipts to their supervisor.

Section 4 – Temporary Duty (TDY) Travel

"Temporary Duty (TOY) Travel" is travel on Official Business outside the extended duty station limits. Per Diem is available for TOY travel where the employee is away from the duty station for more than 12 hours. Travel Orders are prepared for TOY Travel.

Employees can select their lodging while on official travel except under certain circumstances as provided by law and Government-wide regulations.

Exempt employee: An employee who is exempt from the minimum wage and overtime pay provisions of the Fair Labor Standards Act. Status is noted on employees' SF50.

Non-exempt employee: An employee who is not exempt from the minimum wage and overtime pay provisions of the Fair Labor Standards Act. Status is noted on employees' SF50.

Mileage, Tolls, and Other Expenses: Employees are entitled to reimbursement of mileage, tolls, and other expenses associated with Local Travel to the extent that such expenses exceed the cost the employee would incur in a normal home-to-Official Duty Station and Official Duty Station-to-home commute. Reimbursement will be made in accordance with the Department of Defense Joint Travel Regulations.

Section 5 – Government Issued Credit Cards

A. General

A Government - sponsored credit card is not to be used for personal purposes. Only the cardholder is permitted to use the card. **Violations of this policy may result in discipline, including removal.**

Employees who use Government-sponsored credit cards are responsible for paying the bills on the due date. If a timely filed travel voucher is not paid in time to pay the credit card bill, the card holder should call the credit card company for an extension. The Resource Management Office can assist in getting a payment extension.

The specific provisions relating to travel cards will be negotiated separately upon receipt of information from the Department of the Army.

B. Cellular Phones

Employees who either spend a significant amount of duty time at remote worksites and need to be in regular contact with the office or who need to regularly make official calls after duty hours may apply through their supervisors for a cellular phone.

If assigned, the employee becomes responsible for the proper use and security of the cellular phone. Reference Commander's Policy on Acceptable use of Telecommunication Equipment.

Section 6 – Travel Advances

Holders of Government Sponsored Travel cards may get cash advances for travel purposes from automated transaction machines (ATM 's). Bank/ ATM fees for such advances may be reimbursed when these fees are requested on the travel voucher. Employees who use personal credit cards for cash advances for Official travel may not be eligible for reimbursement of all their bank usage fees.

If an employee should not have adequate funds and has a hardship, the Employer will make every effort to make alternate arrangements, consistent with law and regulations applicable to such situations. Failure to apply for a Government Sponsored Travel Card is not a hardship and does not void the requirements for travel.

Section 7 - Changes From Per Diem Allowance to Actual and Necessary Subsistence Expenses

POST APPROVAL. Reimbursement for actual necessary subsistence expenses allowable under law and/or rule and regulations will normally be authorized by the Employer, on a post approval basis, provided the employee can justify that prudent expenses required by the ordered travel exceeds the prescribed per diem rate. Post approval claims must meet all JTR requirements and clearly demonstrate why such costs were to the benefit of the Government and could not have reasonably been anticipated prior to travel. In addition, all travel claims must include receipts in accordance with JTR. This provision applies only to travel involving assignments of 30 calendar days or less.

Section 8 - Continuation of Approved Travel Expenses

Employees who are unable to arrive at, or return from their destination during regular duty hours will be reimbursed for authorized travel expenses provided said inability to arrive or return is due to arduous travel conditions beyond the employee's control resulting from natural calamity, unavailability of transportation, or severe weather.

Employees should notify their supervisors as soon as possible of unexpected changes in travel.

Section 9 - Return to Duty Station

An employee on a temporary duty assignment away from the employee's official duty station for thirty (30) or more days or for major holidays may be authorized to return to the official duty station at Government expense.

The return trip will only be reimbursed for up to the amount of costs the employee would have incurred had they remained at the temporary duty station.

Section 10 - Reimbursement of TDY Travel Expenses

Employees who are assigned computer equipment with Corps of Engineers Financial Management System (CEFMS) software and are trained in its use will be responsible for entering their own travel vouchers. Employees who do not have access to such equipment or who have not been trained in its use will submit their completed and signed claim on DD 1351-2 with accompanying receipts to their supervisor.

The Employer shall process all claims for travel expenses as expeditiously as possible.

Section 11 - Use of Privately Owned Vehicles/Government Furnished Vehicles

Bargaining unit employees will not be required to use privately owned vehicles, unless such use is made a condition of employment. If the Employer decided to make use of privately owned vehicles a condition of employment, the Employer will notify the Union and meet its obligation to bargain under 5 U.S.C. Chapter 71.

Reasonable periods of time spent by a traveling employee during regular duty hours to make emergency repairs of refuel vehicles used to conduct Government business will be considered duty time. Personal business conducted during travel will not be considered duty time.

Privately owned vehicles (POVs) are to be used in lieu of a Government-furnished vehicle (GFV) only when a GFV is unavailable or when POV use is in the best interest of the government. When an employee uses a POV instead of an available GFV or when an employee uses a POV for personal convenience, mileage will be paid at the reduced rate consistent with GSA regulations.

If a GFV is unavailable the employee must provide a "Statement of Non-availability of a Government Vehicle" form to simplify the justification of POV use. If the employee requests a GOV and there isn't one available, Logistics (ULA) will give the employee a completed "Statement of Non-availability of GOV" form which they should attach to the travel voucher.

When requesting approval for a local travel voucher that includes POV mileage reimbursement the employee must include a statement to explain why POV travel was either necessary or in the best interest of the Government. This statement should be included in the traveler's remarks section of the voucher.

In all other cases, mileage for the use of POV will be compensated at the maximum rate permitted by GSA regulations.

The Employer will not require employees to drive or ride in unsafe vehicles. When an employee is assigned to a GFY that is not functioning or equipped properly, the employee shall report the situation to the supervisor.

Section 12 - Property Loss of Theft

An employee is accountable for Government Property and work documents under their control. Employees should exercise reasonable care to protect property from being lost, stolen or damaged while in their control.

Any determination that an employee will be held liable for lost, stolen or damaged property may be challenged through the negotiated grievance procedure.

Section 13 - Representational Duties

An up to date copy of the official travel guidelines will be available upon request to Union officials for inspection and copying.

Union designated representatives conducting union representational duties away from their assigned duty station and during hours will be compensated in accordance with this agreement.

Section 14- Hours of Work and Overtime Compensation

Local Travel - field office employees shall start and end their normal workday at their assigned worksite within the Extended Duty Station with no overtime compensation for a longer home-to-worksite or worksite-to-home commute. Philadelphia District headquarters employees shall start and end their normal workday at their assigned worksite within the geographical limits of the Duty Station with no overtime compensation for a longer home-to-worksite or worksite-to-home commute.

TOY Travel - in general, employees are expected to spend an entire normal work shift at their assigned worksite outside the Extended Duty Station. Exceptions may be approved as being in the best interest of the Government by the supervisor. Such approvals will consider such factors as staff availability, project needs, and the cost of lodging, travel and overtime. ***Employee entitlement to compensation for time spent in a travel status shall be governed by applicable law and Government-wide regulation to include 5 C.F.R. §550 and 551.***

Travel between Worksites - employees shall start their normal workday at the first worksite to which they are required to report and shall end their normal workday at the last worksite to which they are required to report. Time spent traveling between worksites during normal duty hours shall be considered as duty time. Travel time between the employee's Official Duty Station, or any other location, and the worksite to which they are assigned shall not be considered as duty time when such travel is performed solely for acquiring or dropping off a Government vehicle used for commuting to the worksite.

Travel within the Official Duty Station - When an employee is required to report to more than one worksite within the limits of the Official Duty Station, travel between such worksites shall be considered Local Travel.

ARTICLE 18 – HEALTH AND SAFETY

Section 1 – General

Applicable documents; EM 385-1-1 (2008 version with updated errata sheets) and DR 385-1-8; the more stringent prevails.

The Employer and the Union agree to cooperate in a continuing effort to reduce the possibility of accidents and to work together to reduce or eliminate potential injuries and health hazards.

The requirements of the Corps' "SAFETY AND HEALTH REQUIREMENTS MANUAL" EM385-1-1, and appropriate Army, Division and District safety and health regulations will be followed throughout the District.

All employees must work together for the health and safety of themselves and their fellow employees in accordance with the requirements of Philadelphia District Regulation DR 385-1-8. Toward that end, all employees should conduct their daily work with a safety mind set. All employees should strive to maintain a safe organized work area. All employees should make full and proper use of Personal Protective Equipment (PPE).

Supervisors will hold informal monthly safety reviews of the work unit. If changes in working conditions are proposed, the Union will be notified in advance.

Supervisors shall conduct Risk Management Analysis of their work areas to include hazard identification, hazard assessment, implementation of controls, and remediation of any hazards found. A copy of each analysis will be provided to the Union.

Supervisors will ensure that employees receive appropriate training and use proper protective equipment for the work being performed.

Supervisors will ensure that Personal Protective Equipment (PPE) is issued where appropriate and not otherwise required by the position, and insure its proper use and condition.

Employees will use or wear all special equipment, protective clothing or special apparel for protection of self, co-workers and property required to safely perform the job. Employees will be required to inspect PPE prior to use and to properly maintain and store it.

New employees will receive safety indoctrination training. Current employees will receive appropriate training in applicable safety requirements and operating procedures, including occupational and environmental requirements.

Seat belts will be worn fastened by all occupants of Government Vehicles, including rental vehicles and POV's used on Official Business, whenever the vehicle is in use. Operators of USACE motor vehicles and operators of Contractor motor vehicles being used on USACE projects may only use cellular telephones

with hands-free devices while the vehicle is in motion. Prior to using a hand-held cellular phone, drivers shall find a safe place to bring their vehicle to a stop. Text messaging is strictly prohibited while operating motor vehicles. (Executive Order 13513, EM 385-1-1 18.C.01.a)

Operators of USACE motor vehicles (whether government or contractor personnel) being used on USACE projects shall not eat, drink, or smoke while the vehicle is in motion. (18.C.01.c)

Section 2 – Safety Review Board

The Philadelphia District Safety Review Board (SRB) was established by the District Commander under the LIBERTY FROM ACCIDENTS Program in May of 1996. Within that program the SAFETY REVIEW BOARD's function, goals and responsibilities are defined. The SRB is composed of all elements of the Philadelphia District Team.

The mission of the Board is to:

- Develop new Safety initiatives;
- Disseminate information on Safety issues;
- Review Accident Reports;
- Identify trends;
- Develop finding regarding accidents and make recommendations to the appropriate Division Chief and District Engineer;
- Review inspection reports and recommend action; and
- Choose winners for Safety Awards

The Board is jointly Chaired by a representative of Operations Division and Construction Services Branch (Engineering and Construction Division) appointed by the District Engineer.

Board members are selected by the Chairs with representation split between the two divisions. The Union will designate one member. Members serve for a term of one to three years. Advisors to the Board are appointed by the District Engineer.

The Union may make nominations from the bargaining units for membership on the board.

Safety Representatives of the Health and Safety Program who have participated in an inspection may not vote on actions arising from that inspection.

Training specific to membership on the board will be given equally to all members of the board. The board generally meets quarterly or more frequently at the call of the chair.

All activities of the committee are performed during official duty hours.

Section 3 – Health and Safety Program

The Safety & Occupational Health Manager is charged in conducting the District Health and Safety Program in accordance with EM 385-1-1 and District regulations. Specifically, management is responsible to:

Make annual inspections of every District work site;
Receive and investigate reports of unsafe or unhealthy conditions;
Receive and investigate accident reports;
Ensure that safety training is conducted and assist in job hazard and risk analysis; and
Develop and post (or cause to be developed and posted) a Self-protection Plan and organization at each District facility

The union will designate in writing to the Safety Officer a safety representative and an alternate in each bargaining unit to represent its interests in the Health and Safety Program.

Designated Union Safety Representatives will be notified in advance of opportunities to participate in Safety Program activities. Union participation may not extend the time frames for actions required by the program or implementing regulations.

INSPECTIONS - The Safety & Occupational Health Manager prepares a schedule of on-going inspections of District work sites.

The employer will notify and coordinate with the union so that the designated union safety representatives may participate in inspections. Union safety representatives will participate only in those inspections of those work sites where Bargaining Unit Employees are assigned. Official Representative(s) for that bargaining unit.

The Union will have the opportunity to include its recommendations in the Inspection Report.

REPORTS OF UNSAFE OR UNHEALTHY CONDITIONS -The Safety & Occupational Health Manager is designated to receive, log, track and investigate all reports of unsafe or unhealthy conditions.

Each employee is responsible for complying with occupational safety and health standards, rules and regulations which are applicable to the employee's actions or conduct.

Supervisors are responsible for enforcing occupational safety and health standards, rules and regulations and for identifying and correcting (or causing to be corrected) unsafe or unhealthy working conditions.

No employee may be subjected to restraint, interference, coercion, discrimination or reprisal by virtue of their participation in the reporting of suspected safety or health problems. Reports of suspected unsafe or unhealthy working conditions shall be made to the immediate supervisor or the Safety Officer, in accordance with District Regulation DR 385-1-8.

Reports of suspected unsafe or unhealthy working conditions may be made anonymously. The identity of employees reporting unsafe or unhealthy conditions will not be revealed without the employee's consent. Upon request, the employer will give the union appropriately protected copies of all written and oral reports, inspection reports, findings and dispositions where the report affects a work site where bargaining unit employees are assigned.

The employer will provide the Union with copies of the "Report" tracking log upon request.

TRAINING -The training of all District employees in the elements of safety and in safe work practices is essential to efficient operation.

Identification of training needs and administration of training programs is the responsibility of Division and Branch Chiefs.

Supervisors are responsible for the safety training of their employees. The Safety Office will recommend safety training appropriate to the work being performed.

All employees who operate government vehicles (including rental vehicles while TOY) and machinery shall possess a valid state driver's license and successfully complete the regulated defensive driving course. This training must be renewed every 4 years.

Designated union safety representatives will be given training commensurate with the scope of their assigned duties and the work performed by their bargaining unit as determined by the Safety Office.

ACCIDENT/INCIDENT REPORTING -All accidents that occur incidentally to an operation, project or facility to which EM 385-1-1 is applicable shall be reported using ENG Form 3394. All employees involved in an accident/incident, no matter how minor will report the accident/incident to the supervisor immediately and complete accident reports as required by the Safety and Health Requirements Manual.

Supervisors of personnel involved in an accident will immediately take action as required in Agency regulations.

The Employer will provide the Incident and Accident Log required by OSHA to the Union annually. Similarly, the Employer will furnish the Worker's Compensation Figures as provided to OSHA to the Union annually.

JOB RELATED INJURY -Injury includes any physical damage to an employee resulting from employment and includes any illness or disease that is caused or aggravated by the employment as well as damage to medical braces, artificial limbs and other prosthetic devices.

Employees shall report every job-related injury, no matter how minor, to their supervisor immediately and generate the reports required by District regulations.

Supervisors will authorize treatment through the use of form CA-16 if appropriate, and generate reports as required by District Regulations.

Refer to separate agreement article entitled *"JOB RELATED INJURY OR ILLNESS-WORKER'S COMPENSATION"*.

FIRE AND EMERGENCY EVACUATION PLAN -The response by employees in the event of fire or other emergency shall be in accordance with the posted USACE Emergency or Evacuation Plan or the GSA equivalent as appropriate for the affected facility and District Regulations.

In buildings with posted plans, the Safety Office will assign fire and emergency safety personnel in accordance with the overall plan. Generally there will be a Floor Warden for each floor. Zone Wardens will be assigned for every work group element. Floor and Zone Wardens will advise supervisors and employees of appropriate responses for fire protection, escape routes, emergency evacuation, etc.

In buildings with posted plans, Fire and/or Emergency Evacuation Drills will be conducted regularly in accordance with USACE regulations or the lease agreement with GSA Region 3 as appropriate.

ARTICLE 19 – JOB-RELATED INJURY OR ILLNESS – WORKER’S COMPENSATION

Section 1 – Counseling

When an employee sustains a job-related illness or injury in the performance of duties and reports it to their immediate supervisor, the supervisor will, in accordance with law and regulations:

- A. Authorize medical care for the employee (CA-16) when a job-related injury is sustained and the employee notifies the supervisor within a reasonable time period;
- B. Explain the procedures for filing a Workers' Compensation claim;
- C. Assist the employee with completion of the CA-1 or CA-2 via the Electronic Data Interchange (EDI) System. If it is not practical to submit the claim via EDI, the supervisor will provide the employee with form CA-1 or CA-2. The supervisor will ensure that any claim for benefits submitted by the employee is submitted via the Electronic Data Interchange (EDI) system forwarded promptly to the Office of Workers' Compensation Programs (OWCP) in the Department of Labor (DOL).
- D. Fully advise the employee of their right to elect Continuation of Pay (COP) instead of using leave.

Section 2 – Responsibilities and Time Limits

- A. The Employer will designate a point of contact in the Civilian Personnel Advisory Center (CPAC) who may be contacted by an employee in the Bargaining Unit to provide information and assistance in processing a workers' compensation claim. The designation will be kept current.
- B. An employee must give written notice of any job-related injury (CA- 1) or illness (CA-2) to their supervisor as soon as possible but no later than 30 days from the date of the injury or the awareness of the illness. See Section 1C for EDI responsibility.
- C. The Supervisor will enter the CA 1 or CA 2 information in the Electronic Data Interchange System (EDI) to expedite the processing of claims.
- D. The CPAC POC will advise management and the employee if there is incorrect or incomplete information in the EDI claim.
- E. Consistent with regulations and on written request the employer will provide one copy of any documents solicited, maintained or submitted by management in connection with the employee's notice of injury or illness and claim for compensation. This includes but is not limited to witness statements, narratives by the supervisor, controversion of a claim, Reports of Terminations of Disability and/or Payment (CA-3), and Duty Status reports (CA-17).

Section 3 – Continuation of Pay (COP) and Leave

- A. An employee who sustains a job-related traumatic injury is entitled to COP for a period not to exceed 45 calendar days from the onset of the employee's disability, provided the employee is otherwise eligible under applicable law and regulations.
- B. Prior to the 40th day in COP status, the employer will advise the employee on options concerning leave, including effects of the leave buy back procedures that apply if a worker's compensation claim is approved by DOL. At that time, if the employee is still unable to return to work, the employee may elect to be placed on sick or annual leave, or leave without pay (LWOP) pending the decision by DOL on the claim.
- C. For employees who are able to return to work but are unable to perform all or part of their normal duties, the employer will make every effort to assign the employee on a temporary basis to duties consistent with the employee's qualifications and medical needs or physical capabilities pending resolution of the employee's claim.

Section 4 – Representation

- A. The injured or ill employee has the right to representation of their own choice in procedures under this agreement. The representative must be designated in writing to the agency.
- B. On request of the employee or the designated representative, notice of the location of any files maintained by the employer relative to the employee will be provided. This includes but is not limited to the original claim file before it is forwarded to DOL for processing and full or partial copies maintained by the employer. One copy of these files must be made available to the employee or the representative at no cost to the employee.

Section 5 – Non-Discrimination

The employer will not take any action will adversely impact any employee in any condition of employment because he/she has reported a job-related injury or illness or has exercised any rights under this agreement.

ARTICLE 20 – MEDICAL SURVEILLANCE

Section 1 – General

All employees should be protected from health hazards that could be associated with jobs and job sited throughout the Philadelphia District.

To that end periodic medical examinations are required for the following bargaining unit employees:

CHESAPEAKE CITY PROJECT OFFICE

- a. All Maintenance Personnel, Bridge Repairers, Laborers, Electricians, Equipment Mechanics, Equipment Operators, Truck Drivers, Pipeline Workers, Welding Workers, and other similar positions.

- b. All Marine Traffic Controllers
- c. All Boat Operators
- d. Anyone whose job regularly requires wearing a respirator, including but not limited to Construction Representatives.
- e. Anyone whose job requires a Commercial Driver's License

FORT MIFFLIN PROJECT ENGINEER'S OFFICE

- a. All Electricians, Equipment Mechanics, Equipment Operators, Pipeline Workers, Welding
- b. Workers and other similar positions;
- c. All Boat operators;
- d. Any whose job regularly requires wearing a respirator, including but not limited to Construction Representatives;
- e. Anyone whose job requires a Commercial Driver's License

Northern Area Office Positions:

- a. Natural Resource Managers, Dam Operators and Tenders, Natural Resource Specialists, Laborers, Maintenance Workers, Pesticide Applicators and other similar positions;
- b. Anyone whose job regularly requires wearing a respirator;
- c. Anyone whose job regularly requires the ability to lift 50 lbs., to stand 8-10 hours/day and to work outside in differing weather conditions;
- d. Anyone who has a potential exposure to a chemical, biological, or radiological PEL or TLV 30 or more days per year

PHILADELPHIA DISTRICT HEADQUARTERS including employees of the FORT MIFFLIN FIELD SURVEYS and SHUMAN SURVEY SECTION

- a. All Survey Aides and Survey Technicians
- b. All Survey Boat Operators
- c. All Crane Operators
- d. Anyone whose job regularly requires wearing a respirator, including but not limited to c. Construction Inspectors
- e. Anyone whose job requires a Commercial Driver's License

Engineering and Construction Division:

- a. Anyone whose job regularly requires wearing a respirator;
- b. Anyone who has a potential exposure to a chemical, biological, or radiological PEL or TLV 30 or more days per year;
- c. These may include but are not limited to Construction Representatives, Engineers, Laborers, Engineering Technicians, Geologists, Physical Scientists

Section 2 – Procedures

The procedures for medical examinations are summarized as follows:

The Employer will notify the employee and arrange the scheduling of appointments for the examination. Medical examinations will be provided free of charge to employees during normal duty hours.

The Employer will provide the employee who has scheduled for an examination with the standard information package including all necessary requirements for the examination, instructions for the exam, the medical and occupational history questionnaire and the medical evaluation form.

The employee will be responsible for keeping the appointment.

Regardless of where the examination is done, the **AllOne Health** will provide written certification whether the employee may undertake job activities with any potential Job restrictions.

The employee will receive a personal letter from **AllOne Health** that describes all clinically significant findings and examination results. These materials do not go to the Employer.

If the findings of examinations show any restrictions or limitations, employees will be provided a standard letter from CENAP advising them to see their personal physician, to provide the results of their physical exam to the physician along with their job description and to request an final evaluation of the restrictions or limitation of their jobs to CENAP within 30 days of the letter. The letter will show a point of contact for questions or concerns about the letter

These examinations are unrelated to any drug testing programs.

The Allone General Medical Questionnaire, Allone Pulmonary/ Asbestos Questionnaire, Ergonomic and Musculoskeletal Questionnaire, OF 178, Medical Surveillance Questionnaire, and position descriptions/PHAs will be used in conjunction with the Medical Surveillance Program. The forms are available for review in the Safety Office and will be provided to employees in advance of their scheduled examinations as stated in the procedures.

ARTICLE 21 – FITNESS FOR DUTY

Section 1 – Scope

The Employer may direct an employee to undergo a fitness for duty examination under those conditions authorized in the Code of Federal Regulations, Title 5 CFR Part 339.

Section 2 -Prerequisite Condition

When there are reasonable grounds to believe that a health problem is causing performance or conduct problems of an employee, the employee shall be:

Given an opportunity to provide medical evidence documenting the health problem affecting performance or conduct; and/or

Provided an opportunity to voluntarily initiate an application for disability retirement.

Section 3 -Medical Examination

The Employer may order an employee to undergo a fitness for duty examination under the following circumstances:

1. Upon application for/or occupancy of a position which has medical standards or physical requirements or which is part of an established medical evaluation program to report for a medical examination;
2. Whenever there is a direct question about an employee's continued capacity to meet the physical or medical requirements of a position;
3. When an employee who has applied for or is receiving continuation of pay or compensation as a result of an on-the-job injury or illness;
4. Prior to appointment or selection to a position on the basis of partial recovery from a medical condition;
5. On a regular, recurring periodic basis after appointment to the specific positions identified in the Article on Medical Surveillance.

The Employer may offer a medical examination in a situation where additional medical information is required to make an informed decision on the medical status of an employee that would impact on working conditions.

The employee shall be informed in writing of the reasons for the examination and the consequence of failure to cooperate, if any, when the Employer orders or offers a medical examination, the Employer may designate the examining physician but shall offer the employee the opportunity to submit existing medical documentation from a personal physician which the Employer shall review and consider.

1. The Employer may provide the examining physician with a copy of the employee's position description as well as a statement of the physical requirements of the job including environmental factors of the position.
2. All medical examinations ordered or offered pursuant to this article shall be at no cost to the employee and performed on duty time with no charge to leave. If the employee elects to provide existing medical documentation from a personal physician for consideration at any time in this process, any associated costs will be at his or her personal expense.

Section 4 – Rights and Responsibilities

- A. During these proceedings, the employee will be apprised of his or her rights. In all discussions with any management official, the employee shall be entitled to Union representation. Prior to any discussion, the employee shall be notified of this right, given an opportunity to contact and discuss the matter with his/her Union representative, and permitted the right of representation in such discussion.
- B. When appropriate medical documentation is provided to management, employees will be given the opportunity for suitable interim adjustments to work assignments and work schedules.
- C. When results of medical examination reveal that the employee:

cannot satisfactorily perform useful and efficient service in the regularly assigned job;

retains the capacity to do other work at the same grade level or pay level within the work location or local commuting area;

and meets the qualifications for an available position that the Employer seeks to fill, the Employer will ordinarily offer the employee a reassignment to this position. However, the Employer is not obligated to create or vacate a position for a disabled employee.

- D. When the results of the medical examination and performance records indicate that the employee retains the capacity to perform satisfactorily in a vacant position for which the employee is qualified and which the Employer seeks to fill within the employee's commuting area, the employee will be informed in writing. If the offered position is at a lower grade, every consideration will be given to pay retention as appropriate. The employee will also be given the opportunity to request such a position.
- E. E. When the results of the medical documentation reveal that the employee is totally disabled for service in the current position and that reasonable accommodation for another position cannot be made, the employee will be notified in writing
 - 1. The Employer shall provide the employee thirty (30) days in which to respond and a reminder of the right to representation.
 - 2. The notice will explain the appropriate disability requirements (CSRS or FERS) and offer to set up an appointment to explain the procedure of voluntarily applying for disability with retirement.
 - 3. In the event that such an employee is unable or unwilling to file for disability on his/her own behalf, the Employer may initiate an application for the employee in accordance with applicable law and regulation.

Section 5 – Confidentiality of Records

All records pertaining to the employee's examination and, as applicable, any subsequent personal information included with an application for disability retirement are confidential and may be disclosed only to those with an administrative need to know or as specifically authorized by the subject employee in writing.

ARTICLE 22- DRUG TESTING

Section 1 – General

It is the mutual position of the Employer and the Union to promote a drug-free Federal workplace. To achieve this goal, the Employer and the Union will follow the Department of Anny's drug abuse testing program for DA civilian employees.

Section 2 - Employee Notification

When vacancy announcements are issued for Testing Designated Positions (TDPs), information about the requirement to take a pre-placement test and enrollment in a random testing program will be included. Upon tentative selection for a position, a letter will be issued to the applicant advising of the

requirement to take a pre-placement test and that failure to sign the notice and/or take the test will result in a withdrawal of the tentative job offer. The applicant will also be advised that a positive drug test result will result in withdrawal of the tentative job offer.

"Applicant" may also refer to a current employee who is or is not currently occupying a TOP.

Section 3 - Categories of drug-testing and testing procedures

The Department of the Army, as executed in AR 600-85, implemented the six required categories of drug testing: reasonable suspicion, accident or unsafe practice, voluntary, follow-up, applicant, and random testing. Specimen collection, laboratory analysis and medical review officer (MRO) services will normally be obtained under the USACE-wide collection and testing contracts. Specimens will be tested for all seven drugs authorized by the Department of Health and Human Services (DHHS) for testing under this program. The drugs are: amphetamines, opiates, phencyclidine (PCP), cocaine, marijuana, heroin and methylenedioxymethamphetamine (MOMA, commonly referred to as ecstasy).

A. Categories of Drug Testing

- (1) All DA civilian employees may be subject to reasonable suspicion drug testing (in accordance with DA PAM 600-85 dated 15 October 2001) when there is evidence or reasonable suspicion that an individual is impaired from the use of prohibited drugs. (Non-TDPs - on-duty use of impairment; TDPs - on or off-duty use or impairment)
- (2) All DA civilians are subject to testing if there is an examination authorized by the Commander regarding an accident or unsafe practice when: the accident results in a death; immediate hospitalization; damages exceed \$10,000.00
- (3) Voluntary Testing is available to employees who choose to demonstrate their commitment to the Army's goal of a drug-free workplace and want to set an example for others. This testing is subject to unannounced random testing and to the same penalties for positive use.
- (4) Follow-up testing will be conducted during or following enrollment in rehabilitation; separation from rehabilitation testing; unannounced; agency notified of positive test results.
- (5) Applicant testing applies only to TDPs. A negative test result is required before placement in a TOP.
- (6) Random Testing is the category of testing that employees in TDPs and Voluntary Program Registrants are subject to. The testing is unannounced; it is not based on a suspicion of drug use; some employees may be tested more than once; some employees may never be tested.)

B. Categories of Department of Army (DA) Specific Testing Designated Positions (TDPs)

- (1) Positions which authorize the incumbent to carry firearms
- (2) Positions which require the incumbent to operate a motor vehicle transporting one or more passengers on at least a weekly basis
- (3) Operators of motor vehicles who are required to have a Commercial Driver's License (CDL) AND who drive motor vehicles weighing more than 26,001 pounds; who drive

motor vehicles designed to transport more than 16 passengers; who drive motor vehicles that transport hazardous materials.

- (4) Positions which require the incumbent to maintain a Top Secret Clearance or have access to Sensitive Compartmented Information in the performance of their duties
- (5) Railroad operating crews and railroad personnel in positions in which duties include handling train movement orders, conducting safety inspections, or the maintenance and repair of signal systems
- (6) Aviation flight crewmembers, air traffic controllers, and aviation personnel in which the duties include dispatching, safety inspections, or the repair and maintenance of aircraft
- (7) Position in the DA Alcohol and Drug Abuse and Prevention Control Program in which incumbents provide direct rehabilitation and treatment services to identified alcohol or illegal drug abusers
- (8) The Personnel Reliability Program (PRP) (Nuclear and Chemical)
- (9) Positions which require duties involving the supervision or performance of controlling and extinguishing fires, and/or rescuing of people endangered by fire fighting and/or the rescuing of people endangered by fire
- (10) Positions which require the handling munitions or explosives in connection with the manufacturing, maintenance, storage, inspection, transportation or demilitarization of these items
- (11) Positions which require the incumbents to electroplate critical aircraft parts
- (12) Front-line law enforcement personnel with drug interdiction duties who have access to firearms
- (13) Medical positions

C. Categories of USACE –specific Categories of TDPs:

- (1) Operate Surface Vessel - Positions that require the incumbent to operate a surface vessel, whether powered or not, including dredging equipment, when duties include operating, navigating, steering, directing, or sailing the vessel, or operating the spuds on a dredge
- (2) Operates Navigational Locks - Positions that require the incumbent to operate navigational locks for passage of marine surface traffic or that involve dispatching and clearing marine surface traffic in and out of narrow ship canals, to include Marine Traffic Controllers
- (3) Operate Flood Control Gates - Positions that require the incumbent to operate flood control gates to control water levels on waterways to include Dam Operators
- (4) Operate Water Treatment Plant
- (5) Crane and Hoist Operators - All operators of Cranes/Hoisting Equipment owned by USACE or rented for 6 months or longer

Section 4 – Selection Process

The North Atlantic Division (NAD) Drug-Testing Program Coordinator (DPC) will maintain a TDP Roster to create and maintain a drug-testing database of employees who occupy TDPs. A separate database and testing pool will be maintained for the voluntary registrants. The NAD DPC will use an Excel Program, Random Number Generation Analysis Tool, to random select NAD-wide names of employees to be

tested. The NAD DPC will provide the names of the selected employees to the District DPC. The District DPC will, normally within 2 hours of the scheduled testing, notify the first-line supervisor of those selected for random drug testing. Supervisors will explain privately to employees that they are under no suspicion of taking drugs, the individuals chosen were selected randomly, and employees are to report promptly to the testing facility point with photo identification.

Selection 5 – Test Results

- A. All laboratory results (positives and negatives) are forwarded to the Medical Review Officer (MRO) according to the DHHS Mandatory Guidelines for Federal Workplace Drug Testing Programs.
- B. The MRO is responsible for reviewing, evaluating and interpreting a positive test result. The MRO will contact (face-to-face contact not required) the applicant or employees with the positive test result and provide the individual with the opportunity to document (e.g., medical records, valid prescriptions, or other pertinent data) authorized use of the identified drugs and to discuss the test results with the MRO. Proper attention must be paid to the doctor-patient confidentiality in all phases of the medical review process.
- C. If the MRO determines there is a legitimate medical explanation for the positive test result, the MRO shall determine that the result is consistent with legal drug use and take no further action.
- D. When the MRO determines there is no medical justification for the positive result, such result will then be considered a verified positive test result.

Section 6 – Positive Results

After verifying a positive test result, the MRO will notify the Division DCP and the District DCP who will notify the first-line supervisor to contact the Civilian Personnel Advisory Center (CPAC) about an EAP referral, removal of the employee from the TDP, and initiation of disciplinary action or adverse action.

Section 7 - Records

Forms, records or other documents required by AR 600-85 to ensure proper and accurate operation of the drug testing program will be maintained consistent with the DA Privacy Act System of Records and all applicable Federal laws, rules and regulations regarding the confidentiality of records including the Privacy Act (5 USC 552a).

ARTICLE 23 – EQUAL EMPLOYMENT OPPORTUNITY

Section 1 – Policy

The Employer and the Union agree to the principles of equal employment opportunity which, among other things, prohibit discrimination because of race, color, sex, religion, age, handicap, or national origin.

Management agrees to promote the full realization of equal opportunity.

Section 2 - MD 715 Report (Federal Agency Annual EEO Program Status Report)

Management agrees to coordinate with the Union in the annual update to the existing multi-year MD 715 Report. Information sharing will take place at all levels within which plans will be formulated.

The Employer will provide a copy of the MD 715 Report and the procedures and timeframes for the MD 715 Report to the Union President.

Prior to submitting the annual update to the existing MD 715 Report, the Employer will provide a copy of the MD 715 Report to the Union President. Upon request, the Employer will bargain upon the goals, objectives and action items of the plan as they affect Bargaining Unit Employees.

Section 3 - Information and Data

Employees will be furnished written information describing the MD 715 Report and the EEO complaint procedure.

The EEO manager will furnish a copy of the EEO complaint procedure.

The name of the EEO counselor and the telephone number of the EEO Office will be posted on bulletin boards and kept current. A flyer is available to all employees describing EEO programs with the names of program staff and a summary listing of discrimination complaint procedures.

Section 4 - Complaints

Bargaining unit employees who have discrimination complaints can. Elect to have such complaints resolved by either the negotiated. Grievance procedure as provided in this agreement or the statutory appeal process, but not both.

Management will provide a letter to each employee seeking EEO counseling stating that bargaining unit employees have the right to elect the negotiated grievance procedure or the statutory process. The Union recognizes its responsibility to similarly advise a bargaining unit employee of their statutory process rights, as appropriate, when a bargaining unit employee seeks grievance counseling.

An employee seeking to file a complaint shall be advised of the right to a representative of their choice, subject to applicable regulations. Any bargaining unit employee in pursuing their complaint, may proceed without representation, or may designate a representative of the complainant's own choosing. Both the employee and an employee representative chosen by the complainant are entitled to official time in accordance with applicable laws, rules, and regulations.

Subject to applicable laws and EEO procedures and with the written release of the employee, Union officials representing employees in EEO complaints will have access to the EEO counselor's reports and the personnel records of the complainant.

The complainant will have a copy of the complaint file minus Privacy Act information and any updates to the file.

EEO Counselor will provide each employee with a copy of the "EEO INTAKE FORM". Where the employee has a designated representative, the copy of the form will be given to the representative.

If an employee elects to use the grievance procedure with Union representation, instead of the statutory procedure for alleged discrimination, the Union shall have the right of reasonable and relevant discovery, if the grievance is referred to arbitration.

ARTICLE 24 – REASONABLE ACCOMMODATION

Section 1 – Intent

Pursuant to Section 102 (b)(5) of the Americans with Disabilities Act of 1990; Section 501 of the Rehabilitation Act of 1973, as amended; Section 403 of the Vietnam Veterans Readjustment Act of 1974, as amended, and other Government-wide rules and regulations pertaining to employment of individuals with disabilities, the District fully supports the policy to give full and fair employment and consideration to qualified individuals with disabilities and disabled veterans.

The consideration includes hiring, placement, training, advancement, and retention in positions which the skills of these individuals can be utilized to the maximum extent possible.

Reasonable accommodation will be offered to the known disabilities of qualified individuals.

Reasonable accommodation means an adjustment made to a position, including the work environment, that enables a qualified person with a disability to perform the duties of that position.

Individual accommodations will be determined on a case-by-case basis, taking into consideration the employee's qualifications, specific disabilities, existing limitations, the work environment and any undue hardship imposed on the organization's program.

Medical standards will not be arbitrarily used to eliminate an individual with disabilities from consideration for employment, training, advancement or retention.

Should a non-probationary employee become unable to perform the essential functions of his or her position even with reasonable accommodation due to disability, the employer shall offer to reassign the employee when a vacant position is available and other conditions in 29 CFR 1614.203(g) are met.

Job restructuring is one means by which qualified employees with disabilities can be accommodated. The principal steps in job restructuring are:

Identify which factor, if any, makes a job incompatible with a worker's disability.

If a barrier is identified in a non-essential job function, it may be eliminated so that the capabilities of the person may be used to the best advantage.

Job restructuring does not alter the essential functions of the job, rather, any changes made are those which enable the person with a disability to perform those function.

Section 2 - Implementation

Physical access barriers will be removed or circumvented whenever possible.

Employees with disabilities will be given equal consideration for training opportunities.

A qualified employee may be provided assistive devices if the employer determines that the use of such equipment is necessary to perform official duties. Such equipment does not include personal use items.

Section 3 - Procedures

A request for reasonable accommodation will be initially made to the supervisor, manager in the individual's immediate chain of command, the District EEO office, the CPAC, or the Disability Program Manager.

Forms 1-1 Request for Reasonable Accommodation, 1-2 Medical Information Sheet, 1-4 Request for Reasonable Accommodation Confirmation, 1-5 Denial of Accommodation Request, and DD Form 2870 Authorization for Disclosure of Medical or Dental Information will be used to process accommodation requests.

All requests for reasonable accommodation will be expeditiously provided to the Disability Program Manager (DPM). Currently, the DPM is located in the District's Equal Employment Opportunity (EEO) office.

All requests for reasonable accommodation begins an interactive and flexible process between the requestor and the decision maker.

All requests for reasonable accommodation are confidential.

A request for reasonable accommodation and the provision of a reasonable accommodation, when appropriate, will be processed as soon as reasonably possible. All parties, however, should recognize that the time necessary to process a request will depend on the nature of the accommodation requested and whether it is necessary to obtain supporting information and/or medical documentation.

Absent extenuating circumstances, the requested accommodation should be granted, modified, or denied within 30 business days from the date the supervisor, or appropriate official with authority receives the initial request. The 30 business day time period stops running while waiting to receive information from the requestor or a health care provider. Once the medical information has been received, however, the time period begins to run again.

Where there is a delay in either processing a request for or providing a reasonable accommodation, the decision maker must notify the individual of the reason for the delay and provide in writing an anticipated decision date.

When the disability and/or need for accommodation is not obvious, the employee or applicant seeking accommodation may be asked to provide appropriate medical information related to the functional impairment and/or limitations at issue and the requested accommodation. The DPM must be at all times informed of this process and may assist in obtaining the appropriate medical documentation.

Based on the medical documentation provided, a decision may be made to approve the request for reasonable accommodation. On a case by case basis, the DPM may submit medical documentation to an occupation medicine physician or other medical expert for assistance in assessing functional abilities.

Authorization for Disclosure of Medical or Dental Information (Department of Defense DD Form 2870) will be used to request the use and/or disclosure of an individual's protected health information in order for the DPM to process the reasonable accommodation request.

Supplemental medical documentation may be requested when the information already submitted is insufficient to document the (1) existence of a disability, and (2) the need for reasonable accommodation.

If the supplemental request does not result in sufficient information, the activity may require the employee requesting the accommodation to be examined by a health care professional of the agency's choice at the activity's expense.

Reassignments may be considered as a last resort accommodation.

All accommodation denials must first be discussed with the DPM and Office of Counsel.

Memorandum of Agreement Between US Army Corp of Engineers Philadelphia District and AFGE Local 902

This Memorandum of Agreement (MOA) documents the understanding and acceptance of the parties regarding implementation of the Senior Rater Potential Evaluation, (hereinafter referred to as SRPE), Policy change - expansion of Army Acquisition Workforce (AAW) Employees Subject to the Completion of the SRPE - Memorandum. Bargaining Unit employees who are AAW personnel at GS-12 grade or higher will be subject to the annual completion of the SRPE document as indicated in the above memorandum Section 4 (policy) subsection a. Senior Rater Potential Evaluation Policy.

It is agreed by the parties to this agreement. That for the duration of the policy expansion indicated above. The SRPE documents, required to be completed by the designated employees as indicated in Section 4 of the memorandum; will not be reviewed, consulted or used in any way by any supervisory officials, in that employees managerial chain of command, as any part of the Annual performance evaluation they or the Human Resources Department undertakes of the employees that they supervise and evaluate for an employee's annual proficiency rating or related performance awards. Should this understanding conflict with present or future US Army policy or regulation changes regarding the use of SRPE documents-this agreement regarding the ban on use of the SPRE documentation in annual performance evaluations or performance award considerations shall be controlling for the AFGE represented bargaining unit employees otherwise affected.

1. General

- a. The scope of this Agreement includes only those Bargaining Unit employees at the US Army Corp of Engineers Philadelphia District who are designated as Army Acquisition Workforce employees and who are now required to complete the SRPE documents as indicated in Section 4 subsection a of the July 10 2015 policy change memorandum. This understanding lasts as long as the policy change remains in effect.
- b. The purpose of this Agreement is to more clearly delineate local application/interpretation of the SPRE policy expansion as indicated by the policy Change Memorandum of July 10, 2015. As it applies to the Bargaining unit employees in the Army Acquisition Workforce; represented by AFGE Local 902, at the Us Army Corp of Engineers Philadelphia District.
- c. this Memorandum of Agreement contains the complete understanding of the parties regarding the use of SRPE documents by US Army Corp of Engineers Philadelphia District, Army Acquisition Workforce supervisory personnel and their HUMAN resources support staff toward the AFGE-represented Army Acquisition Workforce employees in the AFGE bargaining unit.
- d. This agreement can be modified or altered only by the mutual consent of the Parties. If either party seeks to modify the agreement it must notify the other party in writing no less than sixty (60) days prior to the anniversary date of the agreement. This agreement will become effective 30 days following the latest signature below.
- e. Each party retains all statutory and contractual appeal rights should this agreement be violated.
- f. Nothing in the above agreement either by express intent or omission prohibits an employee from exercising the grievance rights afforded under Federal labor law and the applicable Collective bargaining agreement regarding the use of their SRPE documentation.

Signed by: AFGE Local 902 Secretary/Treasurer 9/1/2016; NAP Negotiator 9/1/2016

MARCH 2, 2018 MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") addressing the implementation of the Department of Defense Performance Management and Appraisal System ("DPMAP") is between the United States Army Corps of Engineers, Philadelphia District ("the Agency") and the American Federation of Government Employees, Local 902 ("the Union").

Section 1

The purpose of the performance assessment program is to provide a framework to ensure honest feedback and open, two-way communication between employees and their supervisors (or other rating officials). The system focuses on employee contributions to the achievement of the Agency's mission. The main emphasis of this system is open, frequent interaction between employees and supervisors which includes the implementation of the overall DPMAP.

Section 2

As set forth in Department of Defense Instruction 1400.25 ("DoDI"), volume 431, Section 3.1 a. the DPMAP:

- a. Provides a framework for supervisors and managers to communicate expectations and job performance.
- b. Links individual employee performance and organizational goals.
- c. Facilitates a fair and meaningful assessment of employee performance.
- d. Establishes a systematic process for planning, monitoring, evaluating, and recognizing and rewarding employee performance that contributes to mission success.
- e. Nurtures a high-performance culture that promotes meaningful and ongoing dialogue between employees and supervisors and holds both accountable for performance.
- f. Supports and is consistent with merit system principles in Section 2301 of Title 5, U.S.C.

Section 3

- a. The appraisal cycle for employees covered by the DPMAP is April 1 through March 31 of each calendar year.
- b. The minimum period of performance is 90 calendar days. Employees who perform under an approved performance plan for a minimum of 90 calendar days will be rated based on the period of demonstrated performance.
- c. The DPMAP uses a three-level rating pattern, Summary Level Pattern B, as identified in Section 430.208(d)(1) of Title 5, CFR, and the performance rating levels (also known as "summary levels") listed in Table 1 must be used.
- d. The Agency will not prescribe a distribution of levels or ratings for employees covered by this Agreement. Each employee's performance will be judged solely against his/her performance standards.

Section 4

Terms used in this Agreement that relate to the DPMAP are defined in the DoDI. Where a term is not defined, it will have the same meaning as defined in government-wide regulations regarding performance management.

Section 5

- a. After the initial performance ratings are issued. The Labor Management Forum, in accordance with Article 8 or of the current bargaining agreement will review the efficacy of the DPMAP. The Forum will determine the best method for this review, to include establishment of any metrics. This effort will not delay the implementation of the DPMAP process as a whole. Any agreement resulting from the Labor Management Forum in accordance with Article 8 of the current collective bargaining agreement is non-binding and does not waive any statutory rights of the parties under the existing collective bargaining agreement and or federal law.
- b. In accordance with Article 8 of the current collective bargaining agreement, the Labor Management Forum will review the DPMAP after the first rating period ends. The forum may consider in its evaluation metrics such as:
 - i. Number of untimely appraisals of bargaining unit employees;
 - ii. Overall rating distribution for bargaining unit employees;
 - iii. Distribution of performance awards for bargaining unit employees;
 - iv. Other metrics the labor management Forum deems relevant as per Article 8, Section 4, paragraph 7 of the current collective bargaining agreement

Section 6

- a. A record or both formal performance discussions will be included in the automated DJ>MAP system or annotated on the DD Form 2906. The Union, if representing an employee, will have access to the electronic form or be provided a hard copy of the DD form 2906.
- b. Performance meetings will be held in person to the extent possible, absent any unusual circumstances.
- c. Supervisors may discuss DoD and Agency Core Values with employees during performance discussions. Unless included in a performance clement, employees will not be rated on these values.
- d. Employees will be provided with access to the MyPerformance Appraisal Tool Employee User Guide prior to implementation. The User Guide can be accessed at <https://www/cpms.osd.mil/Subpage/NewBeginnings/NBHome> If employees do not have access to computers, then they will use the paper DD Form 2906.
- e. Wherever possible, bargaining unit employees will be given access to computers during duty time to access the DPMAP appraisal requirements and mechanisms. When or if computer access is not possible, use of paper Form DD 2906 is the means of recording performance evaluations, and employees will be allowed duty time to complete the form.

Section 7

- a. Specific performance measures will be used to determine whether expectations and goals are being met. The performance plan will clearly document for each employee how the expected outcomes and results are linked to the Agency's goals and objectives and how his or her

performance will be measured throughout the appraisal cycle. The performance plan includes the employee's performance elements and performance standards for the appraisal cycle. Changes to mission, organizational goals, work unit priorities, or assigned duties that occur during the appraisal cycle may necessitate revisions to the performance plan.

- b. Management will explain and discuss performance elements and standards with employees. Where an employee is unsure of the meaning of a standard or element, he or she should engage with his or her supervisor. Management and employees are both responsible for discussing job performance elements and how those elements will apply to the employee's performance rating in any relevant cycle. Where an employee is unsure of a standard or element's application to his or her position description and job function, he or she should engage with his or her supervisor.
- c. When quality is expressed in a standard as a percentage error rate or percentage error-free rate, management will advise the employee or the methods used for determining the evaluation.
- d. When performance plans are modified or changed during a performance period, those changes will be communicated to the employee and discussed to ensure the employee understands the new standard.
- e. Changes will be acknowledged and the revisions noted in the MyPerformance Appraisal Tool or the DD Form 2906.
- f. Employees will be advised if the:
 - i. Changed element or standard will apply at the beginning of the next appraisal cycle or at the end of the 90 day appraisal period;
 - ii. If the plan is being updated during the current cycle; or
 - iii. If the current appraisal cycle is being extended by the amount of time necessary to allow 90 calendar days of observed performance under the revised element or standard.
- g. Performance feedback will normally be held between the supervisor and the employee. Should any additional management officials or advisors be present during any performance feedback interaction, at the employee's request, the employee may invite the union to attend the meeting or the employee may subsequently return with a union representative to discuss employee concerns.

Section 8

- a. Under the DoDI, employees have the opportunity to provide a self-assessment. It is up to individual employees whether or not they seek assistance with their self-assessment from a Union representative. Employees will have access to performance related information about themselves that is entered into the MyPerformance Appraisal Tool. Managers will not change anything that was entered into the system by an employee.
- b. Self-assessments have not changed from the TAPES system, except that they now will be entered into the MyPerformance Appraisal Tool. Employees will be trained in preparing self-assessments or their performance. Additional assistance can be obtained from the servicing CPAC.
- c. Employees are strongly encouraged to submit self-assessments, but the failure to submit a self-assessment will not reflect negatively on the employee.
- d. Employees will be advised in sufficient time of deadlines in which employee self-assessments are due for consideration in the performance evaluation.
- e. Employees are encouraged to obtain and maintain printed copies of their ratings. Should the Army modify the system so that appraisals will be deleted after some period of time, the Union will be notified.

Section 9

- a. Informal discussions between the supervisor and the employee should occur throughout the annual assessment period. Discussions may be initiated by the supervisor, rating official (if not the immediate supervisor) or the employee. If an employee requests a discussion with his/her rating official to discuss his/her performance, the meeting will be scheduled in a reasonable time frame based upon the employee's and supervisor's availability.
- b. Discussions should be aimed at improving the work process or product and developing the employee. This discussion will provide the opportunity to assess accomplishments and progress and identify and address any problems in the employee's or work team's work product.
- c. Where indicated (e.g., where it appears the employee will not be meeting the elements/standards), the supervisor or rating official should provide additional guidance aimed at developing the employee, removing any obstacles as appropriate and improving the work product or outcome. Discussions will provide the employee the opportunity to seek guidance and understanding of his or her work performance and offer suggestions for improving processes. These discussions, being work related, are not grievable. However, as with any interaction between employees, conduct must be respectful and appropriate. Discussions that are grievable, disrespectful and/or inappropriate will be dealt with in accordance with existing personnel and labor laws.

Section 10

- a. Supervisors will write a performance narrative that succinctly addresses the employee's performance measured against the performance standards for the appraisal cycle. The performance narrative justifies how an employee's ratings are determined and provides support for recognition and rewards (or any administrative or adverse action, if necessary).
- b. Performance narratives are required for each element rated "Outstanding" and "Unacceptable." Additionally, performance narratives are highly encouraged for each element rated "Fully Successful" as a means of recognizing all levels of accomplishments and contributions to mission success.
- c. The performance rating assigned should reflect the level of the employee's performance as compared to the standards established. Some samples that may be useful in developing standards for an employee are provided in the following subparagraphs. These samples are intended to be illustrative only, do not apply to all work situations, and must be tailored to each particular situation.
 - i. Level 5 – Outstanding
 - a) Produces exceptional results or exceeds expectations well beyond specified outcomes.
 - b) Sets targeted metrics high and far exceeds them (e.g. quality, budget, quantity).
 - c) Handles roadblocks or issues exceptionally well and makes a long-term difference in doing so
 - d) Is widely seen as an expert, valued role model, or mentor for this work.
 - e) Exhibits the highest standards of professionalism.
 - ii. Level 3 – Fully Successful
 - a) Effectively produces the specified outcomes, and sometimes exceeds them.
 - b) Consistently achieves targeted metrics.

- c) Proactively informs supervisor of potential issues or roadblocks and offers suggestions to address or prevent them.
 - d) Achieves goals with appropriate level of supervision.
 - iii. Level 1 – Unacceptable
 - a) Does not meet the expectations for quality of work; fails to meet many of the required results for the goals
 - b) Is unreliable; makes poor decisions; misses targeted metrics (e.g. commitments, deadlines, quality).
 - c) Lacks or fails to use skills required for the job.
 - d) Requires much more supervision than expected for an employee of this level.
- d. Management will take into consideration assigned down time when evaluating employee's performance.

Section 11

After the progress review, if it becomes apparent that an employee's performance is declining below "Fully Successful" in one or more performance elements, the rating official will identify the problem area(s) and discuss with the employee ways in which the employee can improve his/her performance. To the extent practicable, this discussion should allow the employee the opportunity to improve his/her performance before the end of the performance cycle. If the employee's performance does not improve to "Fully Successful," then the rating official will use more formal processes to help the employee improve as set forth in Section 12. Notwithstanding the foregoing, nothing in this Section shall preclude a rating official from extending the performance appraisal period in accordance with the out-of-cycle appraisal process set forth in the April 2016 DPMAP Toolkit, if such an extension is warranted by the employee's performance.

Section 12

If the employee's performance declines to less than "Fully Successful" in one or more performance elements, the supervisor, in consultation with the servicing human resources office will determine whether action is more appropriate under Section 432.105 or Part 752 of Title 5, CFR, and must provide notice of the performance deficiencies. The supervisor must also provide assistance designed to help the employee improve his or her performance during an opportunity period to demonstrate acceptable performance. The procedures contained in Sections 432.104 and 432.105 of Title 5, CFR must be followed if action is being taken under Sections 432.105 of Title 5, CFR. The procedures are:

- a. The supervisor, with the assistance of the human resources office. must identify in writing (e.g. in a PIP):
 - i. Elements(s) in which performance is "Unacceptable" and a description of the unacceptable performance.
 - a) What standards the employee must attain in order to demonstrate "Fully Successful" performance.
 - b) The time allowed for the opportunity to improve. The time allowed must be reasonable and commensurate with the duties and responsibilities of the position, not less than 30 days, typically 60-90 calendar days.
 - c) Statement of the possible consequences of failure to raise performance to the "Fully Successful" level during the opportunity period.

- ii. If the employee fails to demonstrate performance at the "Fully Successful" level despite the PIP, the employee may be reduced in grade or removed from federal service pursuant to Section 4342.105 of Title 5, CFR. The employee may also be subject to reassignment at the Agency's discretion.
- b. An employee rated "Unacceptable" in one or more performance elements may request Union representation. If representing an employee, the Union will have access to the performance rating and PIP.
- c. When a written "Unsuccessful" performance rating is given, the employee may utilize the grievance procedure set forth in the current collective bargaining agreement.

Signed by: Chief Negotiator for the US Army Corps of Engineers, Philadelphia District

Signed by: Chief Negotiator for the American Federation of Government Employees, Local 902

ARTICLE 25 – PERFORMANCE APPRAISAL

Section 1 – Purpose

Performance management is the process of integrating, pay, and award systems to improve individual and organizational effectiveness in the accomplishment of Army mission and goals.

The provisions of this Article apply to all bargaining unit employees in the competitive and excepted service except employees excluded by law or serving in a temporary position not expected to exceed 120 days in a consecutive 12-month period.

Appraisals Results will be used by the Employer as a part of the basis for selection for training, awards, reassignments, promotions, reductions-in-grade, retention, removal, granting or withholding within-grade increases and for other decisions which are performance based.

Section 2 -Background

The Total Army Performance Evaluation System (TAPES) consists of two components:

BASE SYSTEM -The system for evaluating employees in all grades in pay plans WL, XG, WG, WK and XF, and grades 1-8 in pay plans WS, WJ, XH, and GS (excluding Career Interns).

SENIOR SYSTEM -The system for evaluating employees in grades 9 and above in pay plans WS, WJ, XH, and GS and Career Interns of any grade.

Rating Period

1. Base System: Army's performance appraisal system covering employees in all grades in pay plans WL, XG, WG, WK and XF, and grades 1-8 in pay plans WS, WJ, XH, and GS (excluding Career Interns).
 - a. GS/WS/WJ/XH – 1 through 8; 1 November – 31 October
 - b. WL/XG/WG/WK/XF – all grades; 1 November – 31 October
2. Senior System: Army's performance appraisal system covering employees in grades 9 and above in pay plans WS, WJ, XH and GS and Career Interns of any grade.
 - a. GS/WS/WJ/XH – 13 and above; 1 October – 30 September
 - b. GS/WS/WJ/XH – 9 through 12; 1 November – 31 October

Section 3 – Terms

BASE SYSTEM

Rater. The individual in the Ratee's chain of command normally the immediate supervisor who establishes performance expectations, and who proposes overall performance appraisals and ratings.

Intermediate Rater. The individual who occupies a supervisory position in the Ratee's chain of command which falls between that of the Rater and the Senior Rater. Intermediate Raters are infrequently used. The Employer will inform the employee if their appraisal review will involve an Intermediate Rater.

Senior Rater. The individual in the Ratee's supervisory chain of command who is at a higher level in the organization than the Rater. Senior Raters must review all Unsuccessful ratings and have responsibility for managing performance awards budgets.

Rating Period. The period time, normally 1 year, but not less than 120 days under and approved performance plan for which the employee receives a written performance appraisal.

COUNSELING CHECKLIST- "BASE SYSTEM CIVILIAN PERFORMANCE COUNSELING CHECKLIST/RECORD" (DA Form 7223-1) - Records results of performance counseling sessions. It should set forth specific work expectations, employee development plans, results of progress reviews or achievements and the status of training.

Responsibilities. Major Job components for employees in the Base system. The expectations set forth each Responsibility should be written as objectively as possible (e.g. milestones, quality of results, required processes, resources) and should be of such impact that failure to accomplish one or more of them could result in the Ratee's removal from the position. Responsibilities for the Base System are the Critical Job Elements required by 5 CFR Part 430. Each Responsibility will be rated as Excellence, Success, Needs Improvement or Fails.

Performance Standard. Statements of the types and levels of performance expected which serve as measuring tools to be used in assessing achievements. Generic performance standards are preprinted on the Counseling Checklist and the Support Form. These must be supplemented with specific individual expectations (e.g., specific projects with tasks, timeframes) that are established and recorded during performance discussions.

Performance Plan. The Base System Civilian Performance Counseling Checklist/Record with the preprinted Responsibilities and Performance Standards is the Performance Plan defined in 5 CFR Part 430.

Overall Performance Rating. The summary rating of the Ratee's performance on the Responsibilities for the rating period.

Rating of Record. The most recent written annual or certain special overall performance rating prepared in accordance with 5 CFR Part 430.

Special Appraisals are issued for purposes other than the end of the annual rating cycle.

A Special appraisal replaces and becomes the Rating of Record when the existing rating of record does not support an Acceptable Level of Competence decision for a Within Grade Increase.

A Special appraisal is also prepared for informative purposes only when duties or supervisors change for a part of an appraisal period. This does NOT replace the existing rating of record, but is prepared for the supervisor who is responsible for rating the employee at the end of the appraisal period. The employee will be given a copy of this special rating since it will affect the rating of record at the end of the appraisal period.

Values. DA Values prescribed by Army's senior leadership. They are Loyalty, Duty, Respect, Selfless Service, Honor, Integrity and Personal Courage. The intent of this section is to document positive aspects of the employee's contributions that do not necessarily result in work output.

SENIOR SYSTEM

Rater. The individual in the Ratee's chain of command normally the immediate supervisor who establishes performance expectations, and who proposes overall performance appraisals and ratings.

Intermediate Rater. The individual who occupies a supervisory position in the Ratee's chain of command which falls between that of the Rater and the Senior Rater. Intermediate Raters are infrequently used. The Employer will inform the employee if their appraisal review will involve an Intermediate Rater.

Senior Rater. The individual in the Ratee's supervisory chain of command who is at a higher level in the organization than the Rater. Senior Raters must review all Unsuccessful ratings and have responsibility for managing performance awards budgets.

Rating Period. The period time, normally 1 year, but not less than 120 days under and approved performance plan for which the employee receives a written performance appraisal.

SENIOR SYSTEM CIVILIAN EVALUATION REPORT SUPPORT FORM (DA FORM 7222-1). Records and tracks objectives throughout the rating period and on which the Ratee records his/her achievements at the end of the rating period. Objectives on the Support Form are the Critical Job Elements defined by 5 CFR 430. The Objectives and written Performance Standards on this form serve as the Performance Plan under 5 CFR Part 430.

Objectives. Goals to be achieved during the current rating period that contribute to mission accomplishment. Objectives should be written as specifically as possible (e.g., milestones, quality of results, required processes, resources, and timeframes) and should be of such significance that failure to make satisfactory progress or complete the objectives or group of related objectives for reasons within the employee's control could result in the employee's removal from the position. An objective in the Senior System is the same as a critical element defined in 5 CFR Part 430. Each written Performance Objective will be rated Excellence, Success, Needs Improvement or Fails.

Overall Performance Rating. The summary rating of the Ratee's performance on the Objectives for the rating period.

Performance Standard. Statements of the types and levels of performance expected which serve as measuring tools to be used in assessing achievements. Generic performance standards are preprinted on the Support Form. These must be supplemented with specific individual experience (e.g., specific projects with tasks, timeframes) that are established and recorded during performance discussions.

Performance Plan. The Support Form with the Objectives and the Performance Standards is the Performance Plan under 5 CFR Part 430. Performance plans become effective on the date they are approved by the Senior Rater.

Rating of Record. The most recent written annual or certain special overall performance rating prepared in accordance with 5 CFR Part 430.

Special Appraisals are issued for purposes other than the end of the annual rating cycle.

- a. A Special appraisal replaces and becomes the Rating of Record when the existing rating of record does not support and Acceptable Level of Competence decision for a Within Grade Increase.
- b. A Special appraisal is also prepared for informative purposes only when duties or supervisors change for a part of an appraisal period. This does NOT replace the existing rating of record, but is prepared for the supervisor who is responsible for rating the employee at the end of the appraisal period. The employee will be given a copy of this special rating since it will affect the rating of record at the end of the appraisal period.

Values. DA Values prescribed by Army's senior leadership. They are Loyalty, Duty, Respect, Selfless Service, Honor, Integrity and Personal Courage. The intent of this section is to document positive aspects of the employee's contributions that do not necessarily result in work output.

Section 4 - TAPES Principles

TAPES is designed to improve Total Army performance by:

- A. Communicating organizational goals and priorities and Army values and ethics to employees.
- B. Establishing individual expectations for performance that reflect organizational goals and priorities.
- C. Facilitating frequent discussion among the Ratee and the rating chain about performance, expectations, professional development, and DA values and ethics.
- D. Providing an environment where all understand that they are important members of the Army Team - in which they are recognized for their achievements, counseled and assisted in areas in which they can improve, encouraged to take responsibility for doing things better and to support team endeavors, and challenged to develop professionally and to perform at their full potential.

Section 5 - Appraisal Process

- A. Performance objectives/responsibilities must be consistent with the duties and responsibilities contained in the employee's position description. They must be fair and to the maximum extent feasible, objective.
- B. The plans represent the joint efforts of Employees and their rating chain should be in place within 30 days from the beginning of each rating period.
- C. The plans must be reviewed and approved by the rating chain at least at the beginning of the rating period or any other time that expectations change significantly. Performance plans become effective on the date they are approved by the Senior Rater.
- D. When rating employees or otherwise applying performance standards, the Employer shall consider factors which affect performance that are beyond the control of the employee.
- E. When statistical data is used to evaluate employee performance, the procedures that are used must reasonably insure the accurate evaluation of performance.
- F. At a minimum, the Ratee and Rater will hold a face-to-face meeting at a mid-point during the rating period and discuss any needed changes to the performance plan. When they understand what was done, how it was done, and what needs to be done, they write the main points, their initials and the date. If major changes to expectations occur, the Rater will send the form to the

Senior Rater for approval. The Ratee will receive a copy of the checklist. The Rater in the Senior System should review objectives and accomplishments, training completed or to be scheduled, and make notes of the discussion on the Support Form.

Section 6 – Rating Levels

There are four levels for assessing performance on each Responsibility/Objective:

1. Excellence. Consistently exceeds level described by Responsibilities/Objectives and documented expectations; frequently produces more and/or better than expected.
2. Success. Usually performs at the level described by the Responsibilities/Objectives and documented expectations. Quality/quantity of accomplishments are generally at expected levels. Strengths clearly outweigh the weaknesses.
3. Needs Improvement. Sometimes performs at level described by the Responsibilities/Objectives and documented expectations. However, fails enough so that weaknesses slightly outweigh strengths.
4. Fails. Frequently fails to perform at levels described by standards and documented expectations. Rarely achieves expected results. Weaknesses clearly outweigh strengths.

Base System -Overall Rating Formula

1. SUCCESSFUL
 - a. Level 1. Ratee with no supervisory duties is rated Excellence in three or more of the non-supervisory Responsibilities and success in the remaining non-supervisory Responsibilities.
 - b. Level 2. Ratee with no supervisory duties is rated Excellence in either two or more of the non-supervisory Responsibilities and success in the remaining non-supervisory responsibilities.
 - c. Level 3. Ratee with no supervisory duties is rated Success in all rate Responsibilities.
2. FAIR. Ratee is rated Needs Improvement in 1 or more Responsibilities and not rated Fails in any.
3. UNSUCCESSFUL. Ratee is rated FAILS in 1 or more Responsibilities regardless of ratings assigned remaining Responsibilities.

Senior System – Rating Formulas

1. SUCCESSFUL
 - a. Level 1. Ratee with no supervisory duties is rated Excellence in 75 percent or more of the Objectives and success in the remaining non-supervisory Responsibilities.
 - b. Level 2. Ratee with no supervisory duties is rated Excellence in 25-74 percent of rated objectives and success in remaining objectives.
 - c. Level 3. All Ratees who are rated Success in all rated Objectives of Excellence in 1 through 24 percent and Success in remaining Objectives.

2. FAIR. All ratees who are rated Needs Improvement in 1 or more Objective(s) and are not rated fails in any.
3. UNSUCCESSFUL. All ratees rated Fails in 1 or more Objective(s) regardless of rating assigned to other Objectives

Section 7 – Preparing and Giving the Appraisal

- A. Performance evaluations prepared on a regular 12-month cycle.
- B. The supervisor will determine the employee's level of achievement on each Responsibility/Objective by comparing the employee's actual performance against it.
- C. The Responsibilities/Objectives will be limited to those established for the performance period and modified where necessary during the rating period.
- D. For each Responsibility/Objective, the supervisor will select and document one of the four levels which most accurately describes the employee's performance.
- E. The supervisor will appraise the employee's overall job performance by summarizing the employee's performance on the individual Responsibilities/Objectives.
- F. When the Senior Rater has approved the appraisal, the supervisor will discuss the appraisal with the employee and ask the employee to sign and date the final appraisal. By signing, the employee officially signifies only that the appraisal has been received but does not constitute agreement.
- G. The final appraisal of the employee's performance for the most recent performance period will be considered the appraisal of record until replaced by another appraisal.
- H. Employees who use authorized official time in labor relations activities will not be disadvantaged on their appraisals for approved absences or use of official time for labor relations.

Section 8 - Unacceptable Performance

- A. At any time during the appraisal cycle that an employee's performance in one or more Responsibilities/Objectives becomes unacceptable, the supervisor shall identify for the employee in writing, the Responsibility/Objective for which performance is unacceptable and the action must be taken by the employee to improve the performance to an acceptable level.
- B. At any time during the appraisal cycle that an employee's performance on any objective/responsibility is unacceptable (the "fails" level), the supervisor must inform the employee of the objectives/responsibilities in which performance is unacceptable, in what way it is unacceptable, and exactly what is required to bring it up to the "Success" level. The employee must be provided a reasonable opportunity period to demonstrate acceptable performance. That opportunity process, for employees who are not in a probationary or trial period, takes the form of a Performance Improvement Plan (PIP). If the Ratee has been under the Responsibilities/Objectives for a minimum of 120 days, the Ratee will be placed on a formal PIP with the intent of providing the employee assistance and training needed to demonstrate acceptable performance before proposing a reduction in grade or removal. The PIP is a formal document that needs to be developed by management with the assistance of the Civilian Personnel Advisory Center (CPAC). The time needed to demonstrate acceptable performance is a judgment made by the supervisor based on such considerations as: the employee's position, the extent of the performance problem, and the nature of the problem.

- C. The Ratee will be notified of the PIP in writing. Supervisory assistance will be provided via a combination of formal training, on-the-job training, and regular Ratee/Supervisor meetings.
- D. Unacceptable performance means performance of an employee which fails to meet one or more of the Ratee's established Performance Responsibilities/Objectives during the rating period.

Should remedial action fail and the Ratee's performance continue to be unacceptable after a reasonable opportunity to demonstrate improvement (PIP), the Ratee may be subject to adverse action under 5 USC Chapter 43 or 5 USC Chapter 75. Adverse action may be a Reduction in Grade or Removal from the Federal Service. Prior to initiating an adverse action, the deciding official shall consider reassignment or demotion to a position at a lower grade.

Section 9 - Procedures for Demotion or Removal

- A. Proposal. A Ratee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:
 - 1. 30 days advance written notice of the proposed action identifying:
 - a. Specific instances of unacceptable performance by the Ratee on which the proposed action is based, and
 - b. The Performance Responsibilities/Objectives of the Ratee's position for each instance of unacceptable performance.
 - 2. Representation. The Ratee must inform the deciding official in writing of the representative's name,
 - 3. A reasonable time, normally 15 days, to answer orally, and in writing.
- B. Decision. The decision to retain, reduce in grade, or remove the Ratee shall be made within 30 calendar days after the date of expiration of the notice period unless agreement is reached by the employee and deciding official to extend for a specific period of time. The Ratee will be given a written decision notice which:
 - 1. Specifies directly or by reference the instances of unacceptable performance on which the reduction in grade or removal is based;
 - 2. Unless proposed by the District Commander, has been concurred in by an employee who is in a higher position than the position who proposed the action.
 - 3. Specifies the effective date and the action to be taken, the employee's right to appeal the decision and with whom the appeal gets filed.
- C. Appeal Rights
 - 1. ***An employee affected by an adverse action may elect to appeal that action to either the United States Merit System Protection Board or file a timely grievance under the negotiated grievance procedure. The choice of forum is irrevocable and exclusive.***

- 2. The employee shall be deemed to have exercised the appellate option at such time as the employee initiates an appeal under the statutory procedure, or conversely files a grievance under the negotiated grievance procedure, whichever occurs first.***

Section 10 – Performance System Changes

The Union will be given advance notice when the Employer proposes to modify the existing performance system.

ARTICLE 26 – EMPLOYEE AWARDS AND RECOGNITION

Section 1 – Purpose and Policy

Recognition of employees through monetary and non-monetary awards reflects the parties' efforts to promote continuous improvement in the quality of government service in the Philadelphia District. It is an incentive program based on achievement and improvement.

The goal of this program is to promote a positive work environment and excellence in mission accomplishment by recognizing the achievements of District employees. If District performance improves, all employees who contributed to the improvement should be recognized in an appropriate manner.

There is generally no limit on the number of awards that employees may receive or the frequency with which they receive awards, unless noted otherwise in this agreement or directed by higher authority. When employees are considered for awards, the relative significance and impact of their contributions will be considered in determining which type of award would be appropriate recognition and the amount of money to be granted for monetary awards.

Funding availability will also be considered. The budgeted amount for awards within each division and separate geographic location. Group awards may exceed published scales when shares of the award are too small to provide adequate recognition or incentive and the amount is supported by the district budget.

Section 2 – Types of Awards

- A. A QUALITY STEP INCREASE (QSI) (also known as an Irregular Pay Increase) is an additional increase in General Schedule employee's basic rate of pay from one step of the grade of their position to the next higher step of the grade. A QSI shall not be required but may be granted only to an employee who receives a performance rating of record at Level 1 (Exceptional). An employee may not receive more than one QSI in any 52 week period.
- B. A PERFORMANCE AWARD is a performance-based cash payment to an employee based on the employee's rating of record. A performance award does not increase base pay.
- C. A SPECIAL ACT OR SERVICE AWARD is appropriate of a meritorious special effort or accomplishment in the public interest which is either a non-recurring contribution within or outside of job responsibilities.

- D. IDEA AWARDS (suggestions)
- E. TIME-OFF AWARDS (paid time off the job not charged to leave)
- F. HONORARY AWARDS (non-monetary)

Section 3 – Criteria

The procedures and criteria set forth in AR 672-20 and NAP Supplement I to AR 672-20 will be followed, subject to this agreement.

Section 4-Amounts of Awards

The amounts of incentive awards shall be set according to the following:

Cash awards for one-time special act, service or achievement of a non-recurring nature will be based on the guidance provided in Tables 7-1 and 7-2 of AR 672-20.

Cash awards for performance shall be in accordance with the District's budget. It is understood that performance awards are not automatic but that such awards will be granted fairly and consistently. The amount budgeted for performance awards are normally projected as 2 % of the organization's budget.

Section 5 -Processing

If an employee receives an award, they will be advised of the option to include this information as part of the merit promotion process.

Incentive awards will be processed in a timely and expeditious manner. Quality Step Increases will be effective on the first day of the first pay period following the date of approval. Cash awards will be processed within 3 pay periods following the date of approval.

Section 6-Awards Information

The District shall provide the Union with two copies of an annual report of the incentive awards program. This report will show distribution of cash awards, and Quality Step Increases by position title, and sub-organization for the District Office (including the Surveys), Ft. Mifflin Field Office (including the Marine Force and the Pedricktown sub-office) and the Chesapeake City Project office. Union officials receiving this report agree to only share it with those with a need to know and to only use it for the intended purpose of ensuring that incentive awards are granted fairly and consistently.

In accordance with AR 672-20, the District shall inform all employees at least annually of the number of QSI's in the Philadelphia District by grade level.

Section 7 - IDEA (Suggestion) Awards

- A. The District will encourage employees to file ideas/suggestions under the Army Ideas for Excellence Program, AR 5-17.

- B. All Ideas will be considered.
- C. Awards will be appropriate for tangible and intangible benefits.
- D. Procedures
 - 1. In the event a decision regarding adoption or non-adoption of a suggestion is not made within 120 days of submission, the employee, upon request, will be given a written or oral status report.
 - 2. Non-adoption decisions of employee suggestions are to be written and contain specific reasons for non-adoption.
 - 3. If the idea set forth in a rejected suggestion is later adopted, the appropriate suggestion coordinator will, if the matter is brought to their attention within the 2-year period after the date of the rejection notice, reopen the case for award consideration.
 - 4. An employee who informally submits a suggestion (i.e., orally gives their idea to a staff or management person) that is adopted must submit it in writing within 1 year of the date the suggestion is placed in effect. Otherwise, the suggester will not be considered for a cash award.
- E. The amount of suggestion awards approved or recommended will be in accordance with AR 5-17

Section 8 – Incentive Awards Committee (IAC)

The Union will designate a voting representative for the District Incentive Awards Committee for review and approval of certain District Awards.

Section 9 – Time-Off Awards

- A. Employees may be granted time-off from duty without loss of pay or charge to leave as an incentive award to encourage or reward superior accomplishments or other personal efforts that directly support the Army mission or result in benefits to the Government.
- B. These awards may be granted to an individual or group of individuals for contributions such as, but not limited to the following
 - 1. A significant contribution involving completion of a difficult project of assignment of importance to the mission of the Corps.
 - 2. The completion of a specific assignment or project in advance of an established deadline.
 - 3. Displaying unusual initiative, innovation or creativity, in completing a project or improving the operation of a program or service.

4. Displaying unusual courtesy or responsiveness to the public or Corps employees which clearly demonstrates performance beyond the call of duty.
 5. Exemplary work by an employee as a canvasser for special campaigns or programs such as the Combined Federal Campaign, US Savings Bonds and blood donor programs.
- C. Time-off awards are not intended to replace monetary awards but the amount of time-off should be proportionate to the value of the employee's contribution being recognized.
 - D. Due weight will be given to time-off awards in the merit promotion process should the employee include the award in their application/self-nomination.
 - E. Criteria for granting time-off awards are established in AR 672-20 and NAP Supplement 1 to AR 672-20, subject to this agreement.
 - F. Immediate supervisors may grant time-off awards without further review for periods not to exceed 1 workday in order to provide immediate recognition for a job well done or an idea that benefits the Army mission. A higher-level official must review and approve time-off awards for more than one day.
 - G. Up to 40 hours may be granted to an employee for a single contribution.
 - H. The total amount of time-off granted during a single leave year is 80 hours. The maximum time-off a part-time employee may receive during a leave year will be pro-rated.
 - I. Nominations must be submitted on DA Form 1256 and include a brief description of the employee's achievement, resulting benefits and the length of the time-off award. Approvals require a Notification of Personnel Action (SF-50) to document the award for the Official Personnel File and the employee.
 - J. Time-off awards must be used within 1 year from the date granted or they will be forfeited and may not be restored. The employee is responsible for scheduling the time-off in the same manner that other leave is scheduled under this Agreement.
 - K. Time-off awards cannot be converted to cash payment, transferred to another Agency if the employee leaves, or transferred under an Agency's leave transfer program.

Section 10 – Award Nomination Process

- A. Employees and management officials are encouraged to identify individual employees and groups/teams who they believe should be recognized for high quality accomplishments, contributions or improvements.
- B. Employees will be nominated for QSIs and Sustained Superior Performance Awards via their appropriate civilian evaluation report (performance rating), DA form 7222 (Base System) or DA form 7223 (Senior System).

- C. Nominations for Special Act Awards will be submitted on DA form 1256 and include a description of the accomplishment, contribution or improvement and a short explanation of the significance, as well as the amount of the award.

ARTICLE 27 – MERIT PROMOTION

Section 1 – Purpose and Policy

Merit promotion principles will be applied in a consistent manner with equity to all employees. Merit promotions will be made without regard to political, religious, or labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, disabling condition, or age. Merit promotions shall be based solely on job-related criteria. Bargaining unit employees covered by this agreement will be afforded maximum, opportunity for continuity of employment and optimum development and utilization of skills.

Section 2 – Applicability of Competitive Procedures:

The following actions will be based on competitive procedures:

- A. PROMOTIONS any selection for permanent promotion to higher grade must be made on a competitive basis unless it is excluded in Section 3 following.
- B. TEMPORARY PROMOTIONS for more than 120 days to a higher graded position than previously held on a non-temporary basis in the competitive service, or to a position with greater promotion potential than any position previously held on a non-temporary basis in the competitive service.
- C. REASSIGNMENTS OR CHANGES TO LOWER GRADE to a position with greater promotion potential than any position previously held on a non-temporary basis in the competitive service.
- D. REASSIGNMENTS OR CHANGES TO LOWER GRADE that provide specialized qualifying experience the employee does not already have and which can be used to qualify for subsequent promotion to a higher grade position and/or to a position with known promotional potential.
- E. DETAILS of more than 120 days to a higher graded position, to a position with known promotional potential, or a position which provides specialized qualifying experience that can be used to qualify for subsequent promotion to a higher graded position.
- F. SELECTION FOR TRAINING where eligibility for promotion to a particular position depends on whether the employee has completed that training.
- G. TRANSFERS of a Federal employee to a position at a higher grade than previously held on a non-temporary basis in the competitive service, or to a position with greater promotion potential than any position previously held on a non-temporary basis in the competitive service.
- H. REINSTATEMENTS of a former Federal employee to a position above the highest grade previously held permanently, or to a position at or below that grade if the position has promotion potential above the highest grade previously held permanently. The employee must

not have been demoted or separated for personal cause from the higher grade(s) and, when competitive procedures apply, must rank among the best qualified. To the extent feasible, the same qualification standards and the same methods of evaluation will be applied to all competitive candidates.

SECTION 3 – Applicability of non-Competitive Actions

The following promotions may be taken on a non-competitive basis unless otherwise provided:

- A. Promotion resulting from an employee's position being reclassified at a higher grade because of additional duties and responsibilities performed. To be eligible for a non-competitive promotion in this situation:
 - 1. The employee must have continued to perform the same basic functions as performed before reclassification,
 - 2. The duties of the former position are absorbed in the new position,
 - 3. The addition of the duties and responsibilities does not adversely affect another employee's position and
 - 4. The employee meets all the eligibility and qualification requirements for the reclassified position.
- B. Promotion of an incumbent to a position that is reclassified to a higher grade without significant change in duties or responsibilities, either on the basis of a new classification standard or as the result of correction of an original classification error.
- C. Promotion of an employee previously selected competitively for a lower grade of a career ladder (career promotions).
- D. Promotion of an employee who has exercised a priority consideration for a position for which they are qualified.
- E. Promotion of an employee when directed by authorities (i.e., judges, arbitrators, FLRA and other appropriate authorities).
- F. Reinstatement, reassignment, transfer or promotion of a Federal employee or former Federal employee up to the highest grade previously held on a permanent basis under career or career-conditional appointment, provided the employee was not demoted or separated from that grade because of deficiencies in performance or "for cause" (repromotion).
- G. Temporary promotions to a higher grade totaling less than 120 days during any 12- month period. If a temporary promotion which was not expected to exceed 120 days was originally made on a noncompetitive basis, any extension beyond 120 days must be made under competitive procedures unless the promotee is repromotion eligible.
- H. Career ladder promotions following noncompetitive conversion of a cooperative education student in accordance with the requirements of applicable OPM policy.

- I. Promotion of an employee covered by an approved training agreement where the selection for training was made competitively.
- J. Conversion of temporary or term promotions to permanent positions, when the possibility was clearly stated in the original competitive notice selected.
- K. Promotion of a career/career-conditional employee from a position with known promotion potential to any other position previously held on a non-temporary basis in the competitive service.
- L. A position change permitted by reduction-in-force regulations.

Section 4 – Job Opportunity Announcements and Areas of Consideration

- A. All actions requiring the use of competitive procedures under this Agreement will be announced via email to the District workforce.
- B. The area of consideration for a position vacancy is that area in which the Employer should reasonably expect to locate enough well-qualified candidates. In order to address any under-represented groups, the CPAC will notify the EEO Office when there is a request to recruit and when the request is approved by the District's Corporate Board. This will result in an area of consideration consistent with EEO principles. Employees within an area of consideration are given the opportunity to apply for the position via USAStaffing (USAJobs).
- C. The term "commuting area" means the geographical area in which employees can reasonably be expected to travel to and from work on a daily basis. Should be local commuting area.
- D. Extending the Area of Consideration. When the area of consideration does not or is not expected to produce an adequate number of well-qualified candidates for the selecting official's consideration, it may be extended. The Union will be notified by the CPAC of the extension. The Job Opportunity Announcement will identify the extended area of consideration.
 - 1. Well-qualified candidates are those who could be expected to perform in the vacant position at a level above the minimum performance requirements.
 - 2. An "adequate" number of best-qualified candidates will be considered as determined by the selecting official.
- E. Job Opportunity Announcements will include, as a minimum:
 - 1. Statement of non-discrimination
 - 2. Job Opportunity Announcement number and opening and closing dates
 - 3. Position title(s), series, and grade(s)
 - 4. Number of vacancies to be filled
 - 5. Geographic and organizational location
 - 6. Area of Consideration

7. If appropriate, a statement that the vacant position is a trainee or career ladder position leading to noncompetitive promotion
 8. If temporary, duration will be stated
 9. For questions: Central Resume Processing Center, Phone 410-306-0137, Applicanthelp@conus.army.mil.
- F. Announcing Career Ladder Vacancies and Vacancies Covered by Training Agreements. Career ladder vacancies covered by training agreements may be announced at any or all grades.
- G. Posting and Distribution of Job Opportunity Announcements. All District employees will receive notifications of Job Opportunity Announcements by E-mail.
- H. Amending Job Opportunity Announcements. If a Job Opportunity Announcement has been posted and is later found to contain error(s) concerning the items listed in Section 4E preceding, the Job Opportunity Announcement will be amended. (A Job Opportunity Announcement may also be amended to reflect other changed circumstances or corrections in application-procedures at the discretion of management.) The amendment should cite the date the amendment was issued, a statement of the changes, whether or not the original applicants need to reapply again in order to be considered and any extension to the closing date. The Union will be notified by the CPAC via email of any extensions to the closing date via the amended Job Opportunity Announcement issued to all District employees.

Section 6 – Employee Applications

- A. New and transferred employees will receive a USA Jobs Information Packet when they enter on duty
- B. An employee may voluntarily choose to store up to five resumes in their USAJobs accounts.
1. USA Staffing Workshops will be periodically held during duty hours to assist employees with creating and maintaining their USA Jobs Accounts. The amount of work time spent on this task will neither provide any employees an advantage nor disadvantage on their performance appraisals but may be appropriately rewarded for this extra duty.
 2. To be considered for a Job Opportunity Announcement, candidates must have a resume and the required documentation stored in their USAJobs Accounts. The Employer cannot guarantee consideration of any resume filed upon issuance of the Job Opportunity Announcement.
 3. Employees may apply for vacancies by following the steps in the USA Jobs Job Opportunity Announcement. The employee must electronically apply for the vacancy by midnight of the closing date. Faxed applications are allowed, but the employee must follow the steps in the Job Opportunity Announcement and allow sufficient time to complete the process. Electronic applications are highly encouraged.
- C. Bargaining unit employees who are not assigned a computer for their jobs will be granted reasonable access to available Army Corps of Engineers, Philadelphia District computers and related equipment to create their USA Jobs Account and apply for District vacancies under this

agreement. This paragraph does not grant employees access in situations in which the computer time is not available or agency would be impeded by the granting of such access.

D. Absent Employees

If a supervisor reasonably expects a vacancy to be posted for a position under his/her supervision, he may advise the employees in advance. Employees who may be absent during the time period must monitor USA Staffing for the vacancy and submit an application if interested in applying for the job.

- E. Federal Wage System/General Schedule Crossover. Employees may compete for positions in both the Federal Wage System ("Wage Grade" or WG) or the General Schedule (GS), but must meet all legal requirements including minimum qualifications.

Section 7 – Priority Consideration/Repromotion Consideration

A. Priority Consideration

Definition - For the purposes of this article a priority consideration is the bona fide consideration for noncompetitive selection given to an employee on account of previous failure to properly consider the employee for selection because of procedural, regulatory, or program violation. The following employees will receive priority consideration in accordance with the procedures set forth:

1. Where the erroneous selection was allowed to stand, an employee who was not properly considered is entitled to only one priority consideration for each instance in which they were previously denied proper consideration.
2. If the action taken to correct an erroneous promotion was to require that the position be vacated, employees who were not promoted or given proper consideration because of the violation (that is, employees in the best-qualified or well qualified group who were-not selected or employees who should have been in this group but were not) will be considered for promotion to the vacated position before candidates are considered under a new promotion or other placement action.
3. Employees will be notified in writing by the CPAC of their entitlement to each priority consideration. Employees who wish to exercise their priority consideration they should then submit the necessary self-nomination/application against an open Job Opportunity Announcement to the CPAC with a written request that they wish to exercise priority consideration for the vacancy along with a copy of the priority consideration letter. Prior to the issuance of the selection certificate, the name(s) of the qualified employee(s) requesting to exercise priority consideration will be referred to the selecting official. The selecting officer will make a determination on the requests prior to receiving a best-qualified list.
4. An employee who chooses to exercise a priority consideration is not precluded from submitting an application in response to a Job Opportunity Announcement.

B. REPROMOTION

1. The purpose of the repromotion consideration is to provide repromotion to an employee downgraded without personal cause, that is, not due to misconduct, inefficiency or at the employee's own request.
2. Bargaining unit employees who are in a retained grade status under Title V of the Civil Service Reform Act as a result of an action taken by the Employer and who are serving under career or career-conditional appointments are also eligible for special consideration for repromotion to the grade previously held on a non-temporary basis, before the action taken by the Employer, or to an intervening grade.

Section 8 – Establishing the Selection Certificate

- A. All candidates referred for selection consideration will be within the area of consideration and meet the OPM qualifications criteria as well as any screen-out factors. Best qualified candidates are then referred in accordance with Section 4.
- B. The parties may agree through mutual consent to extend the Selection Certificate for good and sufficient reasons as shall promote the intent of this Agreement and mission of the Agency.

Section 9 – Selection

- A. Selecting officials have the right to select or not select from among properly ranked list or certificate.
- B. Selection Certificates will be issued for an initial 14 calendar day period, with extensions possible for a total of 30 calendar days. Additional selections may be made within 90 calendar day "life" of the certificate for identical positions within the Philadelphia District.
- C. When an applicant has accepted the position, a reporting date will be established.
- D. Employees selected for career ladder positions will be promoted to the next higher grade level at the beginning of the first pay period after notification, provided time in grade and any other legal promotion requirements are met.

Section 10 – Employee Information

- A. The following information can be released to applicants upon request:
 1. whether the applicant was qualified and/or referred for selection
 2. who was selected and
 3. procedures used to arrive at the final certification
- B. Applicants referred for selection consideration under the competitive process will be notified by USA Staffing via their USA Staffing account and provided the name of the selectee.

Section 11- Union Review of Competitive Actions

- A. When it has reason to believe a discrepancy exists or when requested to do so by an employee(s) who believes they were improperly excluded from a selection certificate, the Union may elect to conduct promotion package audits of packages where the pool of candidates includes bargaining unit members. ***Any documents containing information protected by the Privacy Act of 1974 and or 5 C.F.R. Part 297 cannot be released to the union or may only be released after such information has first been sanitized.***
- B. The Union will provide the Employer with the names of the Union representatives who are responsible for conducting audits. Any changes to the list of designated representatives will be sent to the Employer in writing. The representative designated to conduct the audit will not have been an applicant for the promotion package being audited.
- C. If the employee chooses to use the Union procedure, they must make a written request to the Union within 21 calendar days after receipt of the dated non-selection letter or notice of ineligibility. A Union request for the audited material under this procedure must be made within 30 calendar days of the effective date of the action.
- D. The designated official responsible for the package will make the pertinent records from that package available to the Union auditor within 14 calendar days of the receipt of the audit request. The audit will be conducted in the CPAC. An auditor shall treat information confidentially.
- E. If an error is discovered which resulted in an employee's exclusion from the selection certificate, Priority Consideration procedures will apply.
- F. If during the course of the audit, both parties agree that additional information is determined to be necessary, such information shall be secured.
- G. Employees who elect to use the grievance procedure rather than the Union audit procedure must initiate action in accordance with negotiated Grievance Procedure.

Section 12 – Career Ladder Positions

- A. The parties agree that career ladder and sequential positions help to develop internal candidates to successfully perform in higher level positions.
- B. Upon entering a career ladder position, job descriptions will be furnished at each grade level to show the employee the criteria for each grade level.
- C. When job descriptions are established or revised, the CPAC will provide the Union a copy of the job description.
- D. At the time an employee meets time-in-grade and any other legal promotion requirements, the Employer will make a decision to promote or not promote.

1. If an employee is meeting the promotion criteria in the career ladder plan, the Employer will submit a Request for Personnel Action (RPA) to effect the promotion which will be effective at the beginning of the first pay period immediately following the pay period in which the requirements are met. The employer also has the option to use the AUTONOA tool to effect the action.
2. If the employee is not meeting the promotion criteria in the career ladder plan, they will be given written notice which will reflect the tasks which must be successfully performed and skills which must be demonstrated before promotion can be effected.

Section 13 – Temporary Promotions

When employees are temporarily assigned to a position of a higher grade for a period in excess of 30 days, the assignment must be made via temporary promotion effective the first day of the assignment, provided the employee meets all the legal and regulatory requirements for promotion.

ARTICLE 28 – WITHIN GRADE INCREASES

Section 1 – Basis for Granting or Denying

Within grade increases will be granted or denied on the basis of whether an employee attains an acceptable level of competence and meets other statutory requirements.

To be determined at an acceptable level of competence, the employee's most recent rating of record shall be at least level 3 (fully successful).

Section 2 -Supervisory Responsibilities

The decision to grant or withhold a within grade increase will usually be supported by the employee's most recent appraisal.

When a within grade increase decision is not consistent with the employee's most recent rating of record, a more current rating of record must be prepared.

Denial of a within grade increase may not be used in lieu of disciplinary action.

Section 3 -Decisions

When it is apparent that the employee's level of performance is not sufficient to warrant a Within Grade Increase, the supervisor shall ensure that the employee is appraised of the conditions and offered an opportunity to improve performance. The employee will be provided with a written notice giving the performance deficiencies and the improvements necessary to reach an acceptable level of performance. Such notice will be provided not less than 60 calendar days prior to the completion of the waiting period.

After completion of the waiting period, if the within grade increase is to be denied, the employee will be given the supervisor's official determination in writing. The determination will include:

a statement of the reasons for the negative determination;

a statement of the acceptable level of competence and identification of the areas in which the employee must improve in order to be granted a within grade increase;

the right to request reconsideration not more than 15 days after receiving the negative determination;

the statement: "Pursuant to 5 U.S.C. Section 5335c, an employee must request reconsideration prior to grieving a WIG! withholding"

the name of the official to whom the employee may submit a request for reconsideration;

the opportunity for the employee to contest, orally and/or in writing, the basis for the negative determination;

that an employee and/or his/her representative in duty status shall be granted a reasonable amount of official time to review material relied upon to support the negative determination and to prepare a response to the determination;

that an extension of the time period for making a reconsideration presentation may be granted upon request to the reconsideration official;

the Notice of Decision to Withhold a Within Grade Increase will include language to inform the employee that a copy of the notice may be provided to the union representative.

Section 4 – Redeterminations

When a determination is made that an employee's job-related activities are not at an acceptable level and the determination is final, the determining official may grant the within grade increase at any time thereafter when in his/her judgment, the employee has demonstrated sustained performance at an acceptable level of competence.

When the determining official grants the within grade increase as a result of such a redetermination, the within grade increase will be effective the first day of the pay period after the acceptable determination is made.

After withholding a within grade increase, supervisors will assist employees to help them achieve an acceptable level of competence. The determining official should informally monitor the employee's performance to determine whether the employee's performance is at an acceptable level of competence.

The determining official shall formally review the employee's performance after not more than 52 calendar weeks following the original eligibility date for the within grade increase to determine whether the employee's performance is at an acceptable level of competence.

Subsequent formal reviews will be made no longer than each 52 calendar weeks for the period of time in which the within grade increase is denied.

Section 5 – Effective Dates/Administrative Error

A within grade increase shall be effective on the first pay period following completion of the required waiting period when the employee meets conditions for eligibility.

When a within grade increase is granted as a result of a redetermination, the increase shall be payable at the beginning of the first pay period following the redetermination.

When due to administrative error, oversight or delay, a positive determination is made after the waiting period is completed, the effective date of the within grade increase shall be retroactive to the original due date. In such cases, interest will be paid in accordance with law and applicable regulations.

ARTICLE 29 – UPWARD MOBILITY

Section 1 – Intent

The goal of Upward Mobility is to provide employees the opportunity to compete for positions so as to advance and perform at their full potential.

Upward Mobility objectives are an integral consideration in affirmative action planning and will be consistent with equal employment opportunity goals and objectives.

Mandated downsizing of the federal government seriously affects the potential for employees to advance.

Section 2 –Objectives

To obtain a more effective use of the capabilities of employees who are in dead-end or limited advancement positions and who have the desire and potential to perform higher level work by providing developmental opportunities on the job.

Section 3 –Criteria

To qualify for an Upward Mobility position, employees must meet the following criteria:

Must be GS-08 and below and/or Wage Grade equivalents;

Must be career or career conditional or serving under Veterans Readjustment Appointment (VRA), Handicapped, or other Special Employment programs or temporary appointee eligible for reinstatement or appointment under VRA;

Must meet the qualification requirements as stated on the job ad.

The job ad will include the notice that failure of a trainee to satisfy all requirements of a training program will result in the reassignment of the trainee into a vacant position for which he/she is qualified at the grade level attained under the Upward Mobility Program or the grade level previously held prior to entering the program, whichever is higher.

Employees are entitled to pay retention if their selection would result in a reduced rate of pay.

Section 4 – Implementation

Upward Mobility objectives are to be an integral consideration in affirmative action planning in the District in order to focus on career enhancement of incumbent Philadelphia District employees.

To assure that managers consider the Upward Mobility Program as a vehicle to fill positions, the CPAC will require documentation in the "notes" portion of the automated requests for personnel action that the position has been considered for inclusion in the Upward Mobility Program.

In order to promote the Upward Mobility Program, the Commander will periodically issue a policy statement emphasizing managers' roles relative to their position management responsibilities as well as the need to consider the use of the Upward Mobility Program.

Section 5 - Upward Mobility Opportunities

Interested employees should indicate their desire to participate in the Upward Mobility Program in their Individual Development Plan (IDP). General areas of interest should be indicated.

The IOP must address training and assignments needed for the employee to qualify them for the target positions. Employees participating in the program will receive on-the-job assignments to prepare them for advancement. Selected formal classroom training, self-development activities, and self-study courses may be available if funding allows.

In implementing Upward Mobility assignments:

Organizational vacancies will be reviewed to identify positions appropriate for inclusion in the Upward Mobility Program. Consideration will be given to the availability of FTEs, funding and the composition of the work force.

A specific Upward Mobility Development Plan will be prepared for each employee selected to participate in the Upward Mobility Program. This Upward Mobility Development Plan may be a modified IDP or a separate plan as appropriate. The written plan will be reviewed by the supervisor and the employee at the mid-point performance evaluation counseling session. The plan will be adjusted as appropriate.

On-the-job assignments, selected formal courses during duty and off-duty hours, and other self-development activities will focus on progression to the target job.

Section 6 - Other Developmental Opportunities

Short-term developmental assignments may be offered within the Philadelphia District to employees GS-8 or below for the purposes of:

Developing an overview of the District mission

Developing an overview of individual jobs within the District

Enhancing interest in the Upward Mobility Program

The employer will conduct an annual solicitation of all employees in the district to identify personnel who are available for relief and cover (short term) developmental assignments. This is an informal program intended to provide employees with opportunities to experience work assignments outside their existing career assignment and to fill short term management needs. The list of employees and their availability will be compiled and maintained in the CPAC. Relief and Cover assignments are subject to the approval of individual supervisors. Every effort will be made to offer all volunteers an assignment before anyone gets a second opportunity.

MEMORANDUM OF AGREEMENT BETWEEN UNITED STATES ARMY CORPS OF ENGINEERS, PHILADELPHIA DISTRICT AND AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES LOCAL 902

Facilities Engineering Expansion, Defense Acquisition Workforce Improvement Act Implementation

The U. S. Army Corps of Engineers, Philadelphia District ("USACE") and the American Federation of Government Employees Local 902 ("AFGE Local 902") (together, the "Parties") enter into this Memorandum of Agreement for the purpose of implementing the Facilities Engineering Expansion of the Defense Acquisition Workforce Improvement Act ("DA WIA"), Department of Defense Instruction ("DODI") 5000.66, and USACE policy for AFGE Local 902 bargaining unit employees across the Philadelphia District, including all Philadelphia District AFGE Local 902 bargaining unit employees temporarily detailed or stationed outside the Philadelphia District.

Therefore, the Parties agree to the following:

1. USACE will provide all bargaining unit employees subject to the Facilities Engineering Expansion DA WIA certification requirements with their required level of certification as set forth on the Department of the Army Acknowledgement of a Changing Condition of Employment form.
2. Employees will have 24 months to obtain the required level of certification beginning on the effective date of assignment into the position.
3. Employees assigned to acquisition workforce positions covered by the Facilities Engineering Expansion of DA WIA, DODI 5000.66, and USACE policy will be given a reasonable amount of duty time to complete all training and testing needed to obtain the required level of certification. This includes required travel time if necessary to attend any required DA WIA certification training.
4. An employee may seek a waiver of the requirement to obtain the required level of certification within the 24-month time period provided that the employee follows the following procedures:
 - a. Waiver requests must be submitted using DD Form 2905 no later than 90 days before the deadline for obtaining the required level of certification.
 - b. Waiver requests must state the reasons for not obtaining the certification, the DA WIA courses remaining, and a proposed completion date for certification.
 - c. A copy of the final disposition of waiver requests (approval or disapproval), will be provided to the employee requesting the waiver.
 - d. Management's refusal to sign a timely and properly completed waiver request is grievable under the AFGE Local 902 - USACE Philadelphia District collective bargaining agreement (CBA) in effect at the time this MOU is signed. In the event that a waiver request is denied, management and the employee will follow available procedures to seek reconsideration and/or redress.
5. A waiver will not eliminate the requirement to obtain the required level of certification, but only serve to extend the period allowed for the employee to obtain the certification.
6. USACE will pay all the costs associated with required DA WIA training. USACE will also pay for follow-on required continuing education courses and an initial test and one retest if required for periodic recertification.

7. An employee on a telework agreement may request approval to use telework to take online DA WIA Compliant-certification training, to the extent such online training is available. Telework is administered in accordance with A11iclc 14 of the AFGE Local 902 and USACE Philadelphia District CBA.
8. Failure to obtain the required level of certification may result in reassignment to a vacant position for which the employee is qualified, removal from the federal service, or any other appropriate personnel action permitted by law, rule, or regulation.
9. If USACE determines that an employee's current level (e.g. I, II, or III) or type (e.g. career field or path) of certification should change based on the employee's duties, it will notify the employee and provide 24-months for the employee to obtain the new certification if the change in certification level requires new or additional educational or training requirements. USACE will also notify the employee if certification is no longer required.
10. Should the Facilities Engineering Expansion of DAWIA, DODI, or USACE policy impact an employee's position description, the employee will receive a copy of the position description with the updated certification requirements.
11. This agreement constitutes the full understanding of the parties regarding training mandated by DAWIA, DODI 5000.66, and relevant USACE policy. The provisions of this Memorandum of Agreement may be changed only with the mutual agreement of the parties. However, either Party may reopen this Agreement upon notifying the other Party in the event that a change to the Facilities Engineering Expansion of DAWIA, DODI, or USACE policy conflicts with the provisions of this Agreement. Notification shall be made in writing.

Signed by President, AFGE Local 902, Chief Negotiator, 4/11/2018

Signed by Chief, Engineering & Construction Division, USACE Philadelphia, Chief Negotiator,
4/11/2018

ARTICLE 30 – POSITION CLASSIFICATION

Section 1 – General

The parties agree that position descriptions shall be an accurate and complete presentation of the duties and responsibilities of the position.

Section 2 - Position Description

The Employer will maintain updated position descriptions of all classified positions in FASCLASS. Bargaining unit employees' copies of their position descriptions are available in MyBiz. Hard copies will be provided upon request to those employees without immediate computer access.

When an employee believes that significant changes have occurred in their regularly assigned responsibilities and/or regularly assigned duties, the employee will discuss the situation with their immediate supervisor.

If the supervisor cannot resolve the employee's concerns to the employee's satisfaction, the employee may request the assistance of the Civilian Personnel Advisory Center (CPAC) in the Wanamaker Building.

Classification Standards will be provided to the employee upon request

Classification appeals may be filed in writing with the Army or with OPM under appropriate law and regulations. CPAC can provide information on the appeal requirements.

A classification appeal can result in no change, a change to a lower grade, or a change to a higher grade. Pay changes are not retroactive.

ARTICLE 31 – TRAINING AND CAREER DEVELOPMENT

Section 1 – Policy

The parties agree that the primary function of training is to assure the optimum use of human resources in attaining organizational needs and, when feasible, to provide career development opportunities to employees. While it is understood that determination of training needs is the responsibility of the employer, the parties agree that the employer should provide training necessary for the performance of the employee's assigned duties and, where appropriate, for the improvement of organizational and individual performance.

Section 2 - Non-Discrimination

The parties agree that nomination and/or selection of employees to participate in training and career development programs and courses shall be non-discriminatory and made without regard to sex, race, religion, age, marital status, ethnic group, handicap and Union activity. Nominations shall be accordance with equal employment opportunity guidelines, and consistent with other applicable laws.

Section 3 - Training Programs

The Employer will remind employees, at least annually, of the availability of Government-sponsored training programs, the general scope of training, the criteria for approval of training and the nomination procedures so as to provide the employees the opportunity to express timely interest.

Training nominations and/or approval will be based on the potential use of training in the employee's current position, or individual development plan (IDP), and other criteria established by applicable law or regulation. Nominating and approving officials will apply such criteria equitably.

When an employee is nominated for training, the IDP will be considered in the process. Employees will be notified of the approval or disapproval of the nominations and the reason for any disapproval. To the extent possible, employees will be notified of the approval or disapproval prior to the starting date of the training. Should an employee's training nomination be disapproved for lack of resources, the employee may be re-nominated as funds later become available. Such nominations should be given first consideration.

When the use of a computer is part of an employee's assigned duties, a reasonable period of time to become proficient on the use of the equipment will be given if appropriate

Section 4 – Individual Development Plan (IDP)

Career development for individual employees shall be encouraged through establishment of an Individual Development Plan (IDP) via the Automated Training Management Program (ATMP). The IDP should not be considered a guarantee but a commitment to work together for the common good of both the Employee and the Employer.

The employer agrees to notify all employees of the purpose and means of establishing an IDP at least annually.

IDPs will be discussed annually during the development of the performance plan.

IDPs are not appropriate for term or temporary employees because of the nature of their appointments.

Employees will help prepare IDPs with their supervisors during the development of the performance plan. The supervisor will assist the employees in the preparation of the written IDP and will review it with the employee to assure conformance with organizational needs and individual career needs. The plan will be referred to the design dated approving official, and the employee will be notified of approval/disapproval or the need for modification.

Section 5 – Training Expenses

When training is approved and scheduled in the annual training plan, the Employer will pay costs of tuition, related fees as appropriate, and travel cost subject to travel regulations and fiscal considerations.

If travel funds are not authorized and the training would otherwise be approved, the employee will be notified and given the option of attending the training without travel reimbursement.

Official time will be approved for training when it is scheduled during the employee's basic workweek unless the training is deferred or cancelled.

Adjustment to work schedules will be considered when training during the employee's basic workweek is approved for courses. For example, if an employee works a compressed work schedule and the training class is scheduled for 40 hours or more, the work schedule must be change back to a regular 8-hour per day schedule for the pay period the employee is in training (Reference Article 13).

ARTICLE 32 – DETAILS

Section 1 – Definition

A detail is the temporary assignment of an employee without a change in pay status to a different position, set of duties, or the same position in another duty station for a specific period with the employee returning to his/her regular duties and normal duty station at the end of the assignment.

Section 2 - Documentation

Details in excess of 30 calendar days will be reported via a Request for Personnel Action (RPA) and maintained as a permanent record.

Section 3 - Duration

The Employer is responsible for keeping details within the shortest practicable time limits and assuring that details do not compromise the open competitive principle of the merit system.

Section 4 - Higher Graded Duties

Those details to higher graded positions or to positions with known promotional potential which require competition will be handled in accordance with Article 27 (Merit Promotion).

Section 5 - Lower Graded Duties

Should the requirements of the Employer necessitate an employee being detailed to a lower-graded position, it will not adversely affect the employee's ability to bid on any job for which he/she would have been eligible had he/she not been detailed to the lower level job.

Section 6 -Union Officials

Management will make every effort to avoid placing a Union official on a detail that would prevent that official from performing his/her representational functions.

The Employer agrees to notify the Union prior to placing any designated Union representative on detail away from the representative's normal duty station.

Section 7 -Assignment of Duties for Medical Reasons

Upon request, the Employer will make every reasonable effort to assign limited duties to an employee who is temporarily unable to perform the full range of his/her assigned duties because of medical reasons. The Employer may require sufficient medical documentation in support of the request.

Section 8 – Dues Withholding

The provisions of this agreement, including dues withholding, will continue in effect for employees who are detailed to positions outside the bargaining unit with the exception of positions statutorily excluded from coverage.

ARTICLE 33 – CONTRACTING OUT

Section 1 – Notification to the Union

When the Employer anticipates contracting out work currently being performed by bargaining unit employees, the Employer will notify the Union prior to issuance of the Invitation for Bids (IFB). Such notification will include general information concerning the employees who may be affected.

Section 2 - Union Requested Discussions

Following such notice, upon request from the Union, the Employer will meet with the Union to discuss the information contained in the notice.

Section 3 - Management Decisions

The decision by the Employer to contract out work currently being performed by bargaining unit employees will be made in accordance with OMB Circular A-76, and other applicable government-wide rules and regulations

Section 4 - Adverse Effects On Unit Employees

If bargaining unit employees are adversely affected by the decision of the Employer to contract out work currently being performed by bargaining unit employees, the Employer will proceed in accordance with the Union Rights and Responsibilities Article of this Agreement.

ARTICLE 34 – REDUCTION-IN-FORCE (RIF) AND TRANSFER FOR FUNCTION

Section 1 – Negotiations

- A. The Employer and the Union recognize that unit employees may be seriously and adversely affected by a reduction-in-force and/or transfer of function.
- B. In the event of a reduction-in-force and/or transfer of function, the Employer will notify the Union and fulfill its obligation to bargain with 5 USC Chapter 17.

Section 2 – Notification to Union

- A. Written notification shall be made at the earliest possible date, but not less than 60 days prior to the advance notice to employees. The notification will include:
 - 1. The reason for the action to be taken;
 - 2. The approximate number of employees who may be affected initially;
 - 3. The types of positions anticipated to be affected initially; and,
 - 4. The anticipated effective date that action will be taken.
- B. The Employer shall provide the Union, upon request, with information in accordance with 5 USC Section 7114(b)(4).

Section 3 – Notice to Employees

The Employer will give an advance notice of 60 calendar days to employees who may be affected by a reduction-in-force action unless the reduction-in-force is caused by circumstances not reasonably foreseeable. The agency may request approval from OPM for a shortened noticed period.

ARTICLE 35 – TEMPORARY, PROBATIONARY, AND PART-TIME PERMANENT EMPLOYEES

Section 1 – General

All employees of the bargaining unit shall be covered by the terms of this Agreement to the extent consistent with Civil Service Reform Act (*interpreted as the current appropriate chapter of Title 5 of the U.S. Code*) and other applicable laws and regulations.

Section 2 -Temporary Employees

The Employer will notify the Union of the proposed separation of temporary employees. Temporary employees may be separated at any time upon notice in writing from the Agency.

When it is determined that a temporary employee is to be separated, the employee will given as much advance notice as practicable, normally at least five (5) calendar days.

Section 3 -Probationary Employees

The Employer agrees to provide probationary employees with the opportunity to develop and to demonstrate their proficiency.

During the probationary period, the employees' conduct and performance in the actual duties of their positions may be observed, their pre-employment background investigated, and they may be separated from the service for cause.

Probationary employees will be entitled to ongoing counseling about their conduct and performance and their standing through completion of their probationary period.

When probationary employee is to be separated, the employee will be given written notice in accordance with 5 CFR Section 315.804. The employee will be given as much advance notice of termination as the remaining probationary period permits.

In cases of impending separation (for cause other than misconduct), the Employer will give consideration to placement of the probationary employee in positions commensurate with their demonstrated ability.

Section 4 – Part-Time Employees

If a full-time employee wishes to convert to part-time, they shall make a request to their supervisor. The Employer will give good faith consideration to the employee's request based on the employee's circumstances and the needs of the organization.

Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full-time employment, but the Employer agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. Management will give first consideration, where workloads and staffing considerations permit, to increasing an incumbent to full-time before seeking an outside hire for the same position and location.

The Employer will advise the employee of the effects of change to part-time employment including changes to salary and take-home pay.

Requests for changes to part-time and full-time employment can be made in writing and will be retained and considered for at least 6 months.

An employee who is denied a conversion from full-time to part-time or vice versa shall be notified in writing of the reasons.

ARTICLE 36 – JOB SHARING/JOB SPLITTING

Section 1 – Definitions

Job Sharing - is a form of part-time employment in which the pre-arranged tours of duty of two employees are arranged in such a way as to cover a single full-time position.

Job Splitting - is a specific type of job sharing where the duties and functions of one full-time position are split to create two new positions, each staffed by a part-time employee with a prearranged tour of duty.

Section 2 - Purpose

Job sharing/job splitting provides employees with considerable work scheduling flexibility beyond normal part-time work. It is expected to open opportunities for increased part-time work and provide humanitarian assistance to employees with special spousal care, child care, elder care, or other special needs.

Job sharing can provide the agency with considerable work scheduling flexibility. Work disruptions that tend to occur when employees are on extended leave can be reduced through job sharing. One job sharer might be off for three weeks, but the other would still be on duty and could work additional hours to cover the full schedule in accord with laws, government-wide regulations and this agreement.

Section 3 - Status

No more than two employees will job share/job split a position.

Although they share the duties of a full-time position, job sharers and job splitters are individual part-time employees.

Should a scheduling problem arise, the parties will meet in an attempt to resolve the issues before taking further action.

Section 4 - Tour of Duty

Each employee shall be informed of his/her regularly scheduled work hours.

Management will make every reasonable effort to avoid scheduling additional hours not contiguous with the established tour of duty.

The Employer agrees that the statutory, regulatory and contractual provisions shall apply in any situation in which overtime may be worked.

Section 5 - Job Classification

Job sharers will share identical position descriptions since they are sharing one full-time position. Job splitters may have identical position descriptions and career ladders since they will have different duties and functions.

Job splitting will not be used to reduce the grade(s) if any current positions nor compromise any current career ladders.

Section 6 - Merit Promotion

A job sharing team may apply for a full time bargaining unit position under agency merit promotion programs but the qualifications of each job sharer should be evaluated individually.

The job share team will submit their job sharing proposal as part of their applications. If both job sharers are among the best qualified, they should be referred as a team to the selecting official.

A job sharer may also apply individually for promotion to a part-time or full-time position. In the latter case, the job sharer would have to agree to a full time work schedule if selected for the position.

Section 7 -Overtime

Additional hours will not be assigned to employees engaged in job sharing for the purpose of eliminating the need to schedule qualified, full-time employee for overtime.

Such overtime hours will be assigned and accomplished according to contractual obligations.

Section 8 -Equal Employment Opportunity

No employees shall be barred from job sharing on the basis of age, race, marital status or other relationship, union activity, gender or religion.

Section 9 -Dissolution of the Team

In the event that one of the employees in a job sharing arrangement leaves job sharing for any reason, management shall make every reasonable effort to assist the remaining employee in locating a new job sharing partner if management concludes that the shared position still required full-time staffing. It is understood that during that period, the employee may be required to increase his/her tour of duty depending upon the need of the organization and the terms of their job sharing/job splitting agreement.

If another employee is not located and management determines that full time coverage of the position is necessary, the remaining job sharer may be required to change to a full-time work schedule.

Section 10 – Implementation

The Employer will give bona fide consideration to employees requesting reassignment from a non-job sharing to a job sharing status.

The Employer agrees that the entry into job sharing is a strictly voluntary action initiated by the employees and without any form of coercion by the Employer.

If job splitting is implemented, any change in employees' working conditions not otherwise covered by this article will be handled in accordance with this agreement and 5 U.S.C. 71.

Employees who enter into job sharing have no guarantee that they will subsequently be converted to full-time or regular part-time employment. The Employer agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. An employee who is denied conversion shall be notified in writing of the reasons upon request.

Management agrees that each member of the job share/job splitting team will be provided adequate workspace. When schedule hours differ, a shared workstation is an appropriate arrangement. It is understood that job sharing/job splitting is not intended to require employees to perform job duties when they are not in a duty status. Therefore, every possible effort will be made to minimize the need to communicate with employees when not on duty.

Leave will not be denied solely on the basis of participation in a job share situation.

Electronic mail can be used by employees to publicize their interest in job sharing/job splitting.

Where an employee requests to work part-time and job sharing/job splitting is being considered, the employees will request the use of duty time to speak with each other about job sharing/splitting, drafting and revising their proposals, and discussing job sharing/job splitting with management and the Union. Supervisors will approve reasonable amounts of duty time to do so.

Job sharers will be eligible for awards consistent with this Agreement.

Potential job sharing/job splitting participants shall submit a written proposal to their immediate supervisor(s). Potential participants will receive a written response from management within a reasonable amount of time (normally within 30 calendar days) of submitting their written proposal, informing them of acceptance or rejection of their job sharing/job splitting proposal. If rejected, the reasons will be stated. The participants may revise their written proposal to accommodate the reasons given for rejection and resubmit it for another decision.

If at any time there is a problem with the job sharing/job splitting arrangement, the parties will make a good-faith effort to resolve any problems or misunderstandings expeditiously.

The individual performance appraisals of job sharers/job splitters will not reflect the appraisals of their partners.

The Employer reserves the right to discontinue a job sharing/job splitting arrangement if the arrangement no longer meets the needs of the Agency. If management discontinues the arrangement, the employee will be given reasonable notice and the reason for the discontinuance.

ARTICLE 37 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1 – Purpose

This article provides a mutually acceptable method for the prompt and equitable resolution of grievances filed by Bargaining Unit Employees, the Union or the Employer.

To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

Step 2 – Grievances

Grievance means any complaint –

by a Bargaining Unit Employee concerning any matter relating to the employment of the employee;

by the Union concerning any matter relating to the employment of a Bargaining Unit Employee; or

by any Bargaining Unit Employee(s), the Union or the Employer concerning –

the effect or interpretation, or claim of breach of this agreement; or

any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment of unit employees.

Excluded from the grievance process are matters concerning:

any claimed violation relating to prohibited political activities;

retirement, life insurance, or health insurance;

Section 7532 of 5 U.S.C.;

any examination, certification, or appointment;

the classification of any position which does not result in the reduction in grade or pay of an employee; and

the separation of employees who are serving under a probationary or trial period, or on a temp or temporary appointment or as a Student Trainee (Co-Op)

Bargaining Unit Employees filing a grievance may represent themselves or be represented by a designee of the Union. The Union has the right to be notified of grievance proceedings and to be present at any discussion of the grievance even when the employee is self-represented.

Employees and their authorized representative may have a reasonable amount of official time to prepare and present grievances or appeals.

When the Union represents an employee, all contact on the grievance shall be through the Union.

When an employee represents him or herself, the employee shall notify their supervisor. Such notification shall be made as soon as possible.

A referral to arbitration can be made only by the Union or the Employer and shall be in writing.

Before filing a grievance, which alleges discrimination, the employee may first discuss the allegation with an EEO counselor. This discussion must be within 45 calendar days after the event causing the allegation or after the date the employee became aware of the event. If the matter cannot be successfully resolved using this informal procedure within 30 calendar days, the employee will be given a written notice explaining their right to file either a formal complaint under the statutory EEO procedure or an EEO grievance under the negotiated grievance procedure. If the employee elects to file an EEO grievance under the negotiated grievance procedure, they shall proceed under Section 3 (GRIEVANCE PROCEDURE) of this article. Filing of an EEO grievance under the negotiated grievance procedure must be completed within 15 calendar days of receipt by the employee of the written notice containing the rights explanation.

An aggrieved employee affected by a prohibited personnel practice under Section 2303(b) (1) of 5 U.S.C. which also falls under the coverage of this negotiated grievance procedure may raise the matter under a statutory procedure or the negotiated procedure, but not both. An employee shall be deemed to have exercised their option under this subsection to raise the matter under either a statutory procedure or

the negotiated at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing in accordance with the provisions of this Article, whichever event occurs first. Selection of the negotiated procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to Section 7702 of 5 U.S.C. in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

Matters covered under Sections 4303 or 7512 of 5 U.S.C., which also fall under the coverage of this negotiated grievance procedure may, in the discretion of the aggrieved employees, be raised either under the appellate procedures of Section 7701 of 5 U.S.C. or under the negotiated grievance procedure, but not both. Similar matters which arise under other personnel systems applicable to employees covered by Chapter 71 of 5 U.S.C. may, in the discretion of the aggrieved employee, be raised under the appellate procedures, if any, applicable to those matters, or under the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised their option under this subsection to raise the matter either under applicable appellate procedures or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under the applicable appellate procedures or timely files a grievance in writing in accordance with the provisions of the negotiated grievance procedure, whichever event occurs first.

Section 3 – Grievance Procedure

STEP 1

The written grievance must be filed within 30 calendar days following the date of the act or event or within 30 calendar days following the date that the employee became aware (or reasonably should have become aware) of the act or event.

The grievance will be submitted in writing and will normally be presented to the immediate supervisor. For suspension, demotion and termination grievances, the grievance should be filed with the level of supervision above the decision-maker for the discipline. Use of the Union's Grievance Form (copy attached) may be used to initiate a grievance.

The written grievance shall contain the issue or basis of the grievance, the provisions of this agreement which have been violated, if any, and the relief which is being sought.

The supervisor shall investigate and determine the substance of the grievance. This will include a discussion or meeting with the grievant.

The grievant and the supervisor may with the Union's consent, choose to move out of the formal grievance procedure and utilize the negotiated Alternate Dispute Resolution Process (ADR). This procedure uses an objective third party (conciliator or facilitator) to assist in reaching a resolution. If no resolution can be reached through the ADR, the dispute will be re-entered in the formal grievance procedure Step 3.

STEP 2

If the issues are not resolved with the decision at Step 1, the grievance may be advanced to the 2nd Step in writing to the Chief of the employee's Division (i.e. Contracting, Engineering, Operations, Planning, Resource Management, etc.) or designated alternate.

The 2nd Step must be submitted within 15 calendar days after receipt by the employee of the decision at Step 1.

The Division Chief shall conduct appropriate investigation and discussion and shall render a written decision with 20 calendar days after receipt. The time frame may be extended by mutual consent when necessitated by special circumstances (e.g., when those involved are geographically dispersed, where a fact finder is used, or when a party is unavailable due to leave or travel). However, a grievance decision must be rendered no more than 45 calendar days from the filing of the grievance at Step 2.

STEP 3

If the issues are not resolved with the decision at Step 2 or in the ADR, the grievance may be submitted to the District Commander.

This appeal shall be in writing and must be submitted within 15 calendar days after receipt by the employee of the decision at Step 2.

The appeal should contain an explanation as to why the decisions at Steps 1 & 2 are unsatisfactory. A meeting to discuss the matter may be requested with the District Commander.

The District Commander, or authorized alternate, shall render a written decision within 20 calendar days after receipt of the appeal.

Section 4 – Arbitration

If after all applicable procedures have been satisfied and the grievance remains unresolved either the Employer or the Union may refer the matter to final and binding arbitration by giving the other party written notification that arbitration is being invoked.

Arbitration must be invoked by letter to the other party within 30 calendar days of employee's receipt of the decision at Step 3.

Either party may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven arbitrators. The filing party will initiate the request in writing to the FMCS. The FMCS fee will be paid by the filing party but shared equally between the Union and the Employer. If no action to initiate request to FMCS has occurred with 120 calendar days after the date of the invoking letter, the intent to arbitrate will be deemed to have been abandoned.

Unless the parties agree upon an arbitrator, they shall alternatively strike one name from the list until only one name remains; the person remaining shall be the arbitrator.

A hearing will be held as soon as possible after the selection of an arbitrator at a mutually agreeable site within the District.

The arbitrator shall have no power to add, delete or modify any terms of this agreement.

All costs relative to the arbitration proceedings shall be shared equally by the Employer and the Union. Cancellation fees, if any, will be shared equally by the Employer and the Union.

The party requesting a transcriber shall pay the transcription cost. Each party shall pay for its own Official Copy of the transcript.

Section 5 - Notification

A grievance or notification of arbitration for any of the following five actions must be in writing and served by either hand delivery or certified mail, return requested or other form of delivery requiring a return receipt:

A removal,

A suspension for more than 14 days,

A reduction in grade,

A reduction in pay,

A furlough of 30 days or less,

A grievance or notification of arbitration other than for any of the preceding reasons may be served by facsimile transmission.

Grievances or notification of arbitration shall be served to the agency at the following address:

U.S. Army Corps of Engineers
Philadelphia District, (ATTN: CENAP-HR)
Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3391

Facsimile Transmission – (215) 656-6879
Telephone/Confirmation – (215) 656-6871

Section 6 – Timeliness

In employee grievances, failure on the part of the Employer to meet any of the time requirements of the grievance or arbitration procedure will automatically advance the grievance to the next step.

In employee grievances, failure on the part of the Union, the grievant or the designated representative to meet any of the time requirements of the grievance or arbitration procedure will automatically terminate the grievance or arbitration.

Any of the time limits for this Article may be extended by mutual agreement between the Employer and the Union.

A continuing violation or practice is a series of interrelated grievable acts at least one of which falls within the proper filing period. A continuing violation has three elements:

- The grievance must involve a series of interrelated incidents or actions.
- At least one of those incidents or action must have taken place within the 30 days of the latest incident or action.
- The grievant and/or the Union reasonably must have not known that the incidents or actions were grievable until the incident or action that triggered the latest grievance.

Section 7 – Grievability/Arbitability

In the event either party should declare a grievance non-grievable or non-arbitable, the dispute of grievability/arbitability may be referred as a threshold issue in the related grievance or by agreement of the parties as a separate issue to be grieved separately.

The parties agree to raise any questions of grievability or arbitability prior to the limit for the written answer in the final step of the grievance procedure.

The decision of the arbitrator shall be final and binding; however, either party may appeal the award to the Federal Labor Relations Authority (FLRA). If an appeal is filed with the FLRA, the arbitration award shall be stayed pending the FLRA's decision. Similarly, grievances involving discrimination may be appealed to the Equal Employment Opportunity Commission (EEOC).

Section 8 -Grievances of the Parties

Either the Union or the Employer may opt to submit grievances of the parties through their respective representatives.

Both parties will make a concerted effort to resolve any differences that may arise.

If these informal efforts fail, the appropriate representative of the moving party will submit the dispute in writing to an appropriate representative of the other party within 60 calendar days of the event circumstances giving rise to the grievance.

Employer grievances to the Union should be directed to the President of the Local. Union grievances to the Employer shall be directed to the CPAC.

The appropriate representatives of the parties, or their designees, will meet as soon as possible, but no later than 30 calendar days after receiving the written grievance, to discuss the grievance and attempt to resolve it.

If the grievance is not resolved, either party may refer it to arbitration in accordance with the procedures set forth in Section 4, ARBITRATION of this article.

LOCAL 92 (AFGE) GRIEVANCE FORM

Grievant(s):

Work Phone:

Description of Grievance:

Laws, regulations, contract articles, MOU's, past practices etc., that were violated:

Remedy requested:

Meeting Requested: Yes or No

STEP 1 Filed by (Signature and Date):

Received by (Signature and Date):

Response:

STEP 1: Grievance Official Signature and Date:

Meeting Requested: Yes or No

STEP 2 Filed by (Signature and Date):

Received by (Signature and Date):

Response:

STEP 2: Grievance Official Signature and Date:

Meeting Requested: Yes or No

STEP 3 Filed by (Signature and Date):

Why previous responses were unsatisfactory:

Response:

STEP 3: Grievance Official Signature and Date:

Grievance advanced to Arbitration by (Signature and Date):

ARTICLE 38 – ALTERNATE DISPUTE RESOLUTION

Section 1 – General

Alternate Dispute Resolution (ADR) is a term used to describe a variety of alternative approaches to facilitate resolution of employee disputes.

The purpose of ADR is to offer the disputing parties the opportunity to freely express their positions and interests in resolving disputes in a mutually satisfactory fashion.

Under this agreement mediation is the process to be used as a substitute for some parts of the negotiated grievance process and some parts of the statutory EEO process.

Participation in the ADR process will be on paid duty time including travel time.

VOLUNTARY NATURE

Participation in ADR is voluntary for both the Employer and the Employee.

Either party has the right to initiate the process and to end it at any time.

All parties have the right to representation throughout the ADR process.

NEUTRALITY

Mediators are completely neutral third parties who have no stake in the outcome, other than to assure that the process is fair and that the resolution is acceptable to the parties involved.

The goal of the mediator is to provide a safe environment for the parties to discuss and resolve their issues.

In mediation, the rules of evidence do not apply, testimony is not taken and the mediator does not decide the dispute.

Mediation will be conducted at neutral meeting sites.

CONFIDENTIALITY

ADR is a confidential process.

As a means to promote open and frank discussions between the parties, both parties must agree, in writing, that any information discussed during the ADR process will remain confidential whether or not the issues are resolved. Any threats of physical harm or illegal activity are exempt from confidentiality.

Both parties must also agree not to request the mediator as a witness in any administrative process regarding the dispute at issue.

The taking of notes by the disputing parties and their representatives is prohibited during the ADR process. Any notes taken by the ADR mediator during the ADR process must be destroyed by the mediator at the conclusion of the ADR process.

ENFORCEABILITY

Written agreement resolving the dispute should be signed by all the parties.

Resolution agreements will not be appealed unless breached.

Section 2 – Mediation Process

The Employee, the Employer or the Union may initiate the ADR process at any time prior to a hearing on the issues by a judge or an arbitrator. Employees may initiate the process by contacting the EEO officer, the CPAC or the Union President.

ADR does not change the time frames in the statutory EEO process.

ADR does not change the time frames for the negotiated grievance process.

The Employer and the Union will jointly develop a separate list of source services for neutral mediators for EEO issues and non-EEO issues. The lists are available from the EEO Officer, the CPAC and the Union President.

For issues where discrimination is alleged, the EEO Officer will coordinate the arrangements for the mediator from the jointly selected source service. This includes necessary facilities and services.

For all other issues, the CPAC will coordinate the arrangements for the mediator from the jointly selected source service. This includes necessary facilities and services.

If the dispute is not resolved during mediation, the Employer will prepare a memo for the agency record with copies to the Union and the employee stating that mediation was unsuccessfully attempted. The memo the employee will also include a notice of the next step in the statutory EEO process or the negotiated grievance process for the unresolved complaint and any time frames required. The EEO process or the negotiated grievance procedure resumes from that point.

Refer to the article entitled GRIEVANCE AND ARBITRATION PROCEDURE for information on the negotiated grievance process.

Refer to the article entitled EQUAL EMPLOYMENT OPPORTUNITY for information on the statutory EEO process.

ARTICLE 39 – SALARY REPLACEMENT AND SALARY OVERPAYMENT PROCEDURES

Section 1 – Timely and Proper Compensation

In accordance with Public Law PL 104-134, newly hired employees are required to complete a SF 1199A form, "Direct Deposit". A waiver may be requested as provided in the law for employees that certify that

they do not have a financial account to which payment can be sent or that Direct Deposit would be a hardship.

The Employer will make every effort to ensure that employees receive their salary payment on the established payday.

Salary payment is considered late:

On the day after the established payday for employees with "Direct Deposit"

After delivery of the mail on the Monday following established payday for employees paid by check.

The Employer will make every effort to ensure that employees receive their earnings and leave statements, saving bonds, and W-2 forms at their home addresses or the personal location designated.

When a bargaining unit employee's salary payment is late, the employee will immediately notify the Customer Service Representative (CSR) in the Resource Management Office at the District Office. The matter will be investigated and every effort will be made to pay the employee. If payment is not received within 4 calendar days after notification, the CSR will request a replacement payment from the Defense Finance & Accounting Service (DFAS).

If both the original and replacement paychecks are received, one check will be returned, uncashed, to the CSR. If duplicate electronic deposits are made, the employee must notify the CSR and make arrangements to repay the amount.

Employees should notify their supervisors of any unexplained changes in their pay as soon as possible.

SECTION 2 – Salary Overpayments and Debt Collection

Where the Employer alleges that an employee has been overpaid for any reason, a specific written notice of overpayment as required by 5 USC Section 5514 will be provided to the employee. Except as specifically provided in 5 USC Section 5514, the notice will state the amount and basis of the overpayment, procedures for voluntary repayment, how to dispute the fact or amount of the overpayment and how to request a waiver of repayment on undisputed amounts. Detailed regulations regarding employee rights and waiver of claims requests are contained in 5 USC Section 5584.

The notice will include the DFAS office, address, telephone and fax numbers where appeals and waiver requests are sent. Requests for extensions of time to respond will also be made to that office. The CSR can assist in the submission of such requests.

Employees may appeal the notice as described in the letter or dispute the notice under the negotiated Grievance procedure of this contract.

Decisions on requests for waiver of overpayment will be made within 60 calendar days of the filing of the request.

No alleged overpayment will be withheld from the employee's salary without their consent while an appeal or waiver is pending.

Salary deductions to collect will not be set above 15% of the employee's net pay unless the employee requests a higher rate or the expected period of continued employment is such that a higher rate is needed to complete the recovery.

Section 3 - Other Collections

If an employee's pay deductions are not sufficient to cover Federal benefits premiums, the CSR will contact the employee to make arrangements for payment. Normally this will be a direct payment or withholding from future pay.

ARTICLE 40 – DUES WITHOLDING

Section 1 – Payroll Deductions

The Employer agrees to make regular and periodic dues, fees and assessments deductions from the pay of members of the Union subject to the provisions of this article.

Any bargaining unit employee may have regular and periodic dues, fees and assessments withheld through payroll deductions if they:

- Receive compensation sufficient to cover the amount of the allotment; and

- Voluntarily request an allotment for the payment of Union dues on an SF-1187, "REQUEST FOR PAYROLL DEDUCTION FOR LABOR ORGANIZATION DUES", or its equivalent, which has been certified by an authorized Union official.

Section 2 – Changes

The amount certified on the SF-1187 will remain unchanged until an authorized Union official provides written certification to the Civilian Personnel Advisory Center (CPAC) that the amount of the dues has been changed

New SF- 1187's will not be required.

Changes in the amount deducted will require a revision in the payroll program by the Defense Finance and Accounting Service (DFAS). The CPAC will forward the union's certification of a change in the dues structure to DFAS via the District's Customer Service Representative within 7 calendar days of receipt. DFAS will process the change.

Section 3 – Termination of Allotment

Dues allotment shall be automatically terminated:

Upon loss by the Union of exclusive recognition as described in Article 1 of this Agreement. Allotment of dues shall be terminated at the beginning of the First full pay period after the payroll office has been notified of the loss of exclusive recognition;

When a Bargaining Unit Employee ceases to be eligible for inclusion in the bargaining unit covered by the Agreement for which the Union is the exclusive representative; or

During any full pay period when a dues paying member is in a non-pay status. Dues allotment will automatically resume when the employee returns to a pay status.

Dues allotment may be voluntarily revoked:

In accordance with Title 5, U.S.C., Section 7115(a), namely that "any such (dues) assignment may not be revoked for a period of one (1) year."

On a properly executed SF-1188, "CANCELLATION OF PAYROLL DEDUCTIONS FOR LABOR ORGANIZATION DUES", or its equivalent, and may be submitted no earlier than 30 days prior to an employee's anniversary date. Such revocation will be effective no earlier than the first full pay period on or after the anniversary date of the initial assignment of dues withholding.

Following the first anniversary of dues assignment, a revocation may only be effected on the first full pay period after each subsequent anniversary date provided the form or request is received in the CPAC on or before the anniversary date.

Section 4 – Responsibilities of the Union

The Union shall:

Inform and educate its members on the nature and process of the voluntary dues allotment program, including conditions governing revocation of dues allotments;

Provide the SF-1187's to bargaining unit employees;

Certify on the SF-1187 the amount of dues to be withheld each bi-weekly pay period;

Forward completed SF-1187s & SF-1188s (or their equivalent) to the CPAC.

Provide the CPAC written notification concerning:

Changes in the amount of Union dues; and

Changes in the address for remittance of dues to the Union.

Provide each employee with the dues withholding "anniversary date" upon request.

Provide the Employer with the dues withholding "anniversary dates" of all dues-paying members annually during the month of September.

Section 5 – Responsibility of the Employer

The Employer shall:

Make SF-1188s available for employees at the CPAC.

Provide a copy of the submitted SF-1188 to the Union at the received. An untimely filed SF-1188 will be returned to the employee.

Enter the data from the SF-1187s & SF-1188s in the payroll data base within 7 calendar days of receipt. SF-1187s will not be submitted to DFAS unless a CPAC representative has initialed the form.

Provide notice to the Union when an employee ceases to be eligible for inclusion in the Bargaining Unit.

Section 6 – Procedures

The following procedures will govern the voluntary allotment of dues:

WITHHOLDING OF DUES

The CPAC will forward properly completed SF-1187s to the Customer Service Representative in Resource Management Office for input in DCPS (Defense Civilian Payroll System) for changes affecting dues withholding.

Withhold Union dues

The dues deduction shall be effective no later than one full pay period following Receipt of the SF-1187 in the payroll office.

REMITTANCE OF DUES:

The payroll office shall remit the dues withheld after each pay period for which Deductions are made. Remittance of dues shall be forwarded to the Treasurer of AFGE Local 902, at the address of record, or credited to the AFGE Local 902 account of record as designated by the Union.

DFAS ((Defense Financial and Accounting Service) will provide the Union Treasurer a Union Dues Deduction Report which will contain the following information:

Identification of payroll office reporting the data and the Union local to receive the dues;

The names of members whose dues are being forwarded to the Union and the amount of dues withheld; and

The amount remitted to the Union local.

In the event that the union's listing of union dues withholding is incomplete, the union president will identify the problem and contact the CPAC. The CPAC will investigate and provide a response or revised listing within 7 calendar days.

SECTION 7 – Disputed Eligibility

When the Employer believes a position subject to dues withholding is no longer eligible for such deduction, the Union will be notified in writing.

When a dispute arises concerning the bargaining unit status of an employee on dues withholding, dues withholding shall continue until the matter is resolved.

Section 8 - Dues Withholding

The provisions of this Agreement, Including Dues Withholding, will continue in effect for employees who are detailed to duties or locations outside the bargaining unit with the exception of positions statutorily excluded for coverage.

ARTICLE 41 – EMPLOYEE ASSISTANCE AND COUNSELING

Section 1 – Policy Statement

- A. The Employer and the Union jointly recognize that treatable illnesses and disorders occur in the workforce as a result of alcohol, drug and dangerous substance abuse. The parties further recognize that whenever such conditions adversely impact on an employee's work performance, attendance, reliability or conduct, the employee should constructively address these problems through participation in counseling and treatment where appropriate.
- B. Therefore, the Employer and the Union will work together to encourage troubled employees whose work performance is adversely affected to pursue counseling help or treatment.

Section 2 – Referrals/Community Resources

The Employer will assist employees through the Employee Assistance Program (EAP) in securing counseling services when work performance, attendance, reliability or conduct are adversely affected as a result of alcohol, drug or dangerous substance abuse. This may be accomplished through providing information and encouragement to the employee to use any of the following types of services where available:

- A. Referrals to available counseling services in the local community.
- B. Counseling services provided by the Employer either onsite or on an as-needed basis.
- C. Counseling services provided through joint efforts with other Federal Agencies.

Section 3 – Voluntary Participation and Employee Responsibility

Although the existence and functions of counseling and referral programs will be publicized to employees, no employee will be required to participate or be penalized for merely declining referral to a counseling service. Should any counseling appointment or treatment require an absence from duty, the

employee must get sick leave approval or make other appropriate arrangements with his/her supervisor.

Section 4 – Confidentiality/Relationship To Disciplinary And Adverse Actions

- A. All confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, rules and regulations.
- B. Without an employee's specific written consent, the supervisor may not obtain information about the substance of employee's involvement with a counseling program. Information obtained with the employee's authorization from such counseling programs may not serve as the sole basis for disciplinary or adverse actions.
- C. An employee's participation in/completion of counseling will not be a basis for disciplinary or performance based action.

ARTICLE 42 – PARKING & TRANSPORTATION

Section 1 – Parking Policy

The Employer agrees to provide parking at the Fort Mifflin Project Engineer Office, the Pedricktown Sub-Office, the Chesapeake City Project Office, Blue Marsh Lake, and Engineering & Construction, Construction Branch field sites at no cost for employees assigned to the stations.

Parking is available at personal expense to employees assigned to the Philadelphia District Headquarters duty station in the parking garage of the Wanamaker Building and at other nearby locations.

Section 2 -Transportation Benefit

The Employer will participate in the Mass Transportation Fringe Benefit Program. Participation in the program will contribute to the reduction of traffic congestion and air pollution as well as expand commuting alternatives of employees.

Employee participation is voluntary. This program is a benefit, not an entitlement; there is no retroactive reimbursement for the program. In accordance with the Department of Defense agreement with the Department of Transportation (DOT), employees will receive transit vouchers set at a maximum amount. Employees will apply for the benefit by requesting the application from CENAP-RM, submitting an application and returning it to CENAP-RM. That office will forward the application to the DOT. DOT will process the application and provide each qualified recipient with a transit voucher (i.e., nontaxable payment in addition to their current wages and compensation). CENAP-RM will receive the transit vouchers and announce a distribution schedule.

Employees are responsible for safeguarding the voucher, using them appropriately and notifying CENAP-RM of any changes to their commuting costs. Any misuse of the vouchers will be subject to disciplinary action.

ARTICLE 43 – CHILD CARE/ELDER CARE

Section 1 - Purpose

The parties recognize that employees may have special child care/elder care responsibilities which carry over into working hours.

The parties recognize that it is in the best interest of both the employer and employee to secure appropriate care arrangements for children and elders.

Section 2 -Care Activities

The employer will support various activities in order to meet ongoing child/elder care needs of employees including resource and referral information and counseling. Refer to the article on the Employee Assistance Program.

Contingent upon mission requirements, the employer agrees to grant annual leave requests and to consider requests for leave without pay resulting from emergency conditions in family care arrangements.

The employer will consider programs which may assist employees with child/elder care needs; for example, part-time employment, job sharing, liberal leave, flextime, flexiplace, etc.

The employer recognizes that it may be necessary for employees to contact child/elder care providers during duty hours.

Employees may contact the Civilian Personnel Advisory Center (formerly the Human Resources Office) for EAP information and referrals to assist in child care/elder care needs.

MEMORANDUM OF AGREEMENT

In accordance with the Federal Labor Relations Authority, the preceding articles institute an agreement between the U.S. Army Corps of Engineers, Philadelphia District (Employer), and the American Federation of Government Employees (AFGE) Local 902 (Union).

For the U.S. Army Corps of Engineers, Philadelphia District:

Chief Negotiator
Management Team Member
Management Team Member

For the American Federation of Government Employees, Local 902:

Chief Negotiator/AFGE President
AFGE Team Member
AFGE Team Member

EXECUTED:

FOR THE U.S. ARMY CORPS OF ENGINEERS, PHILADELPHIA DISTRICT

LTC, EN, Commanding, DATED: 7 Jan 2014