

## **BASIC AGREEMENT Between U.S. Army Engineer District, Huntington and American Federation of Government Employees Local#3729**

This Agreement is made in consonance with the Civil Service Reform Act of 1978 (CSRA), by and between the U.S. Army Engineer District, Huntington, hereinafter referred to as EMPLOYER or the AGENCY, and the American Federation of Government Employees, Local #3729, hereinafter referred to as the UNION, for employees of the described unit, hereinafter referred to as the EMPLOYEES.

### **ARTICLE 1 - BARGAINING UNIT**

Section 1. The Bargaining Unit, hereinafter referred to as the "Unit," to which this Agreement is applicable, is composed of all non-supervisory employees of the Huntington District Office assigned to the Huntington District Office, Huntington, West Virginia, excluding all supervisors, management officials, professionals and employees engaged in Federal personnel work in other than a purely clerical capacity.

Section 2. The Employer hereby recognizes the Union as the exclusive representative of all employees in the Unit, and the Union recognizes the responsibilities of representing the interests of all such employees with respect to grievances, personnel policies, practices and other matters affecting general working conditions subject to the express limitations set forth elsewhere in this Agreement.

## ARTICLE 2 - REQUIRED AND NEGOTIATED PROVISIONS

### Section 1. Required Provisions.

a. In the administration of all matters covered by this agreement, officials and employees shall be governed by applicable Federal statutes and government-wide regulations in existence at the time this agreement was approved. Where any agency regulations conflict with this agreement and/or a supplemental agreement, the agreement shall govern. Subsequently published agency policy or regulations that effect bargaining unit employees will be negotiated in accordance with 5 USC 7117.

b. Management officials of the Agency retain the right, in accordance with applicable laws and regulations:

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

(2) In accordance with applicable laws--

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

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

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

(i) Among properly ranked and certified candidates for promotion; or

(ii) Any other appropriate source; and

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

### Section 2. Negotiated Provisions

Nothing in this article shall preclude the Employer and the Union from negotiating;

(1) At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or 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 3 - EMPLOYEE RIGHTS

Section 1. An employee has the right to bring matters of concern, relative to personnel policies, practices, and matters affecting working conditions, to the attention of management officials, supervisors, the Civilian Personnel Officer, the Equal Employment Opportunity Officer, and the Union. Employees will obtain their supervisor's permission prior to leaving their appointed place of duty to visit the places of persons enumerated above. While it is not necessary for the employee to explain the reason for his visit specifically and in detail to his supervisor, he is encouraged to afford the supervisor opportunity to resolve the problem. The immediate supervisor will indicate a convenient time for the employee to make the visit which will not unduly disrupt the work schedule. Where the supervisor determines that impairment to or serious delay of work efforts will be involved, he will grant permission for the absence at the earliest practicable time.

Section 2. The Employer agrees to permit employees reasonable time during duty hours to discuss complaints or grievances, with Union representatives. Employees will obtain their supervisor's permission prior to leaving their appointed place of duty. The immediate supervisor will indicate a convenient time for the employee to make the visit which will not unduly disrupt the work schedule. Where the supervisor determines impairment or serious delay will be involved, he will grant permission for the absence at the earliest practicable time.

Section 3. It is agreed that an employee has the right to file a complaint, a grievance, or an appeal without interference, coercion or threat of reprisal. An employee acting in an official capacity for the Employer shall not interfere with the filing of such a complaint, grievance, or appeal, nor take or threaten to take any act of reprisal (including, but not limited to, discharge or other disciplinary action, denial of promotion, or adverse performance evaluation) against an employee because he has filed or expressed an intention to file a complaint, a grievance or an appeal.

Section 4. The exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employee(s) in the unit or their representative(s) concerning any grievance or any personnel policy or practices or other general condition of employment. The Union has the right to be notified reasonably in advance and afforded the opportunity to be present as the exclusive representative.

Section 5. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll reduction.

Section 6. Each employee has the right, freely and without fear of penalty of reprisal, to form, join, and assist the Union or to refrain from any such activity. Each employee shall be protected in the exercise of this right as expressly provided in the CSRA, including the right to assist the Union, act for the Union in the capacity of a Union representative and present its views to officials of the employer, the Executive Branch, the congress, or other appropriate authority except as otherwise provided under 5 USC 71.

Section 7. Except as provided by law, regulation, or published policy of the Office of Personnel Management and the Agency, Employees are not accountable to the Employer in the conduct of their private lives. In the performance of official duties, Employees will be guided in their conduct by the proper regulation.

Section 8. Employees shall have the right to engage in outside activities and undertakings of their own choosing not in violation of law, regulation, published policy, or this Agreement and not related to the performance of their official duties. Employees will not be required to report to the agency on such activities. However, if Employees are engaged in outside activities or employment which is within the scope of applicable regulations and instructions covering standards of conduct, conflict of interest, or outside activities, appropriate reports shall be furnished as required by such regulations and instructions.

Section 9. Employees may contact Union Representatives during working hours to discuss job related problems. Employees will advise their supervisor in advance of their wish to see a Union representative and receive supervisor's permission prior to leaving the worksite.

Section 10. Employees shall also have access to management officials in accordance with this Section. The Parties agree to encourage Employees to present their work-related problems to the lowest level of supervision which can effectively deal with the problem. Employees have the right to communicate with the following:

- a. Personnel Office;
- b. An Equal Employment Opportunity staff officer and/or any Equal Employment Opportunity Counselor.

Employees will advise their supervisor of the need to contact the aforementioned, and they will receive the supervisor's permission prior to leaving the worksite. The Employee will not be required to discuss the substance of the issue with the supervisor. The general purpose, however, will be made known.

Section 11. The Employer will explain to an affected Employee the circumstances of any overpayment, and will inform the Employee of the rights and procedures to use in the completion of a Request for Waiver of Claim for Erroneous Payment.

Section 12. Employees shall have the right to examine their Official Personnel Folder, except for such documents prohibited to be shown by regulations. Employees will be afforded the opportunity to place in their Official Personnel Folder, any statement they wish to make with regard to unfavorable information contained in these records.

## ARTICLE 4 - MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

Section 1. It is agreed that the Employer and the Union, through appropriate representatives, shall meet at reasonable times and confer in good faith with respect to personnel policies and practices and matters affecting working conditions insofar as may be appropriate under applicable laws and regulations.

Section 2. Matters appropriate for consultation and negotiation with the Union include personnel policies and practices and matters affecting working conditions which fall within the scope of authority of the Employer.

Section 3. It is agreed and understood that any prior benefits and practices and understandings which were in effect on the effective date of this agreement and which are not specifically covered by this agreement and do not detract from it shall not be changed except in accordance with 5 USC 71.

Section 4. The employer will provide the union reasonable advance notice prior to implementation of changes affecting personnel policies and/or conditions of employment subject to bargaining under 5 USC 71. Upon notice from the employer of a proposed change, the designated union representative will notify the management designee of its desire to negotiate on the change. Once the union has stated its intention to negotiate, all future correspondence and/or meetings involving the subject will be considered part of the bargaining process.

Section 5. Nothing in this article or this agreement will be construed as a waiver of the Union's rights to bargain, to the full extent of the law as appropriate under the law.

## ARTICLE 5 - UNION REPRESENTATION

Section 1. The Union will designate an adequate number of stewards not to exceed 10 in number so that each employee in the Unit will have reasonable access to a steward. The Union will supply the Employer with a roster of the names of the designated stewards and Union officers and will post a copy of the roster on the designated portion of the Bulletin Boards in the Unit. The Union will notify the Employer in writing of any change in the designated stewards. No employee will be recognized as a steward or union official unless designated in writing in advance of any communication and signed by the Union President or other Union official.

Section 2. Union officers and shop stewards will obtain oral permission in advance from their supervisors when they wish to leave their immediate work area or to take time within the shop for the purpose of conducting appropriate representational business. In all cases, the Union officer or shop steward will advise the supervisor of the Official Time Category being utilized and the anticipated time away from their duties. The supervisor will, consistent with the work load and operational needs of the organization, grant permission for use of official time to the Union official or steward. Prior to discussion with an employee, the Union officer or steward will report to the employee's immediate supervisor and give the name of the employee requesting assistance. Subject to work load requirements, the supervisor will make the employee available for discussion.

Section 3. A reasonable amount of time during work hours will be granted to Union representatives and aggrieved employees for attendance at all hearings and meetings with management officials. A reasonable amount of time will also be allowed for representatives to meet with employees to discuss, prepare for and present grievances, appeals, discrimination complaints and other appropriate matters.

Section 4. Stewards are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them by the local.

Section 5. There shall be no restraint, interference, coercion or discrimination against a Union representative because of the performance of his/her Union duties.

Section 6. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning individual employee grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit.

Section 7. As the exclusive representative, the union will be given the right to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation.

ARTICLE 6 - JOINT LABOR-MANAGEMENT COMMITTEE AND OTHER LABOR-MANAGEMENT COOPERATIVE EFFORTS

Section 1. A joint labor-management committee shall be formed consisting of no more than four (4) members selected by the Employer and an equal number selected by the Union for the purpose of considering all questions in connection with personnel policy and practices, matters affecting working conditions, and application of the provisions of this agreement. Meetings will (normally) be held on the second Tuesday of each third month beginning in September or at such other times mutually agreed upon as necessary. The Employer shall issue advance notices of meetings and provide a secretary who will take minutes of such meetings, and provide copies to the Employer and Union. Agenda items to be discussed shall be submitted by both parties two (2) weeks prior to the meeting.

Section 2. The Employer will annually furnish the Union a list of the names, position titles, grades and duty stations of Unit Employees.

Section 3. The Employer and the Union recognize that it is a basic right of employees to participate or not participate, in charity drives in accordance with their abilities and consciences. Support of these programs will be on a voluntary basis and no discriminatory action will be taken against employees who do not voluntarily participate.

## ARTICLE 7 - INFORMATION TO NEW EMPLOYEES

Section 1. The employer will furnish a copy of this agreement to all employees. A designated representative of the Union will be authorized 30minutes official time to explain the role of the Union during the orientation of new bargaining unit employees. No internal Union business will be conducted during this time, provided, this will not preclude the Union from distributing 1187's to the employees concerned. In the event no formal orientation sessions are conducted, the Employer shall provide each new bargaining unit employee, with the name of a local union representative, designated by the union, to whom the new employee may go to for information.



## ARTICLE 8 - USE OF OFFICIAL FACILITIES

Section 1. At the request of the Union, the Employer will make reasonable efforts to provide an adequate room for official meetings of the Local during the non-duty hours of the employees involved. Such facilities will be provided only for the duration of the meeting and use of these facilities will be requested at least seven (7) days prior to the scheduled meeting.

Section 2. The Employer agrees to provide a reasonable amount of space on the unofficial portion of bulletin boards within the unit for the posting of Union notices and similar information material. All Union materials will be clearly labeled as such.

Section 3. The Union will be provided office space, equipment, and utility service for the purpose of conducting official representational responsibilities. The assigned space will be determined by the agency. It will be provided with the following used, serviceable equipment: one desk with chair, one reference table, four straight back chairs, two (four or five drawer) filing cabinets, one (four or five section) open book case, a typewriter, and a telephone. The Employer agrees to provide custodial services and utilities. The Employer agrees that the Union may make use of the internal mail system for communicating with members and unit eligibles. At all times the privacy of the Union will be honored and employees of the mail room will not open mail addressed to the Union.

Section 4. The Employer agrees that the Union may continue to use the Employer's telephone system for the conduct of appropriate labor-management functions under this agreement.

## ARTICLE 9 - LEAVE

Section 1. It is mutually agreed that all leave, including the types set forth in this article, shall be accrued, administered and taken in accordance with existing regulations.

It is understood that the following sections do not reflect all inclusive regulations on the matters covered, but are general statements provided for informational purposes.

### ANNUAL LEAVE

Section 2. Employees are entitled to annual leave. However, it remains the right of management to make the final decision on granting leave. Once annual leave has been scheduled and approved, it should not be cancelled except for extreme emergencies. It is a joint responsibility of the supervisor and the Employee to assure that annual leave is scheduled in advance. If scheduled leave is cancelled by the supervisor due to a documented emergency situation, and an Employee exceeds his or her annual leave ceiling, the supervisor shall recommend that leave be restored in accordance with the appropriate regulations.

Section 3. Annual leave will be granted on an equitable basis and the supervisor will make a reasonable attempt to satisfy the leave request of Employees.

Section 4. Reasonable efforts will be made to accommodate Employees who desire annual leave on religious holidays, and to attend funerals.

Section 5. Annual leave, if available, will normally be granted to Employees when they are unable to report for duty due to an emergency, provided that the appropriate supervisor is notified as soon as practicable, preferably before, but within two hours after the beginning of the Employee's work day.

Section 6. Advance annual leave may be granted by the supervisor to the extent that leave will accrue to the Employee during the balance of the current leave year.

Section 7. Unavoidable tardiness of less than one hour may be excused, when the reasons are justifiable to the supervisor. If annual leave is charged, the Employee will not be required to perform any duty until leave time charged has expired.

### SICK LEAVE

Section 8. Employees shall earn and be granted sick leave in accordance with applicable laws and regulations.

Section 9. Pursuant to the provisions of 5 CFR §630.401, the Employer shall grant sick leave to an employee when the employee:

- a. Receives medical, dental, or optical examination or treatment;
- b. Is incapacitated for the performance of duties by sickness, injury, or pregnancy and confinement;
- c. Is required to give care and attendance to a member of his immediate family who is afflicted with a contagious disease; or

d. Would jeopardize the health of others by his presence at his/her post of duty because of exposure to a contagious disease.'

The Employer recognizes that, in accordance with FPM regulations, regardless of the duration of the absence, an employee's certification as to the reason(s) for his/her absence on sick leave may be accepted as administratively acceptable evidence for the use of sick leave.

The Union recognizes that for an absence in excess of 3 workdays, or for a lesser period when determined necessary by the Agency, the Agency may also require a medical certificate, or other administratively acceptable evidence as to the reason for the absence, if the absence is not in accordance with the provisions of 5 CFR 630.401. The provisions of this paragraph in no way contradicts or negates any other provisions contained in this section.

The parties agree that any of the following may be accepted as administratively acceptable evidence of illness or incapacitation.

- a. A statement, to the Employer, either verbal or written, by the employee or someone acting on behalf of the employee, explaining the illness or incapacitation;
- b. A statement to the Employer, either verbal or written, by a physician, or under the supervision of a physician, by the physician's nurse or assistant that the employee was incapacitated for duty;
- c. Personal observation, by the Employer, that the employee is ill or incapacitated;
- d. Verbal or written evidence of a medical/dental appointment or office visit;
- e. A statement, to the Employer, either verbal or written, by the Employer's Health Center Nurse, that the employee was incapacitated for duty.

Employees will not be required to furnish a doctor's certificate for requests of sick leave of three days or less unless there is documented evidence to show that the employee is utilizing sick leave for other than provisions authorized by 5 CFR. 630.40. A doctor's certificate may be required in each case if there is documented evidence that employee is utilizing sick leave for other than provisions authorized by 5 CFR 630.401. In such cases the employee will be furnished a copy of the documented evidence and counseled by his/her immediate supervisor, in advance, that because of his/her questionable use of sick leave, a medical certificate may be required for subsequent use of sick leave. A subsequent decision to require a doctor's certificate for sick leave usage of three days or less will be communicated to the employee in writing and will state why other means of demonstrating administratively acceptable evidence will not be acceptable. Employees will not be required to provide doctor's certificates for sick leave requests on the basis of a mechanized leave usage report that indicates the employee's use of sick leave is abnormal. It is agreed that after a six-month period, and upon request of the employee, all such cases requiring a doctor's certificate for each absence shall be reviewed, by the supervisor, for the purpose of determining whether such requirement can be eliminated.

Section 10. In case of serious illness or disability, eligible Employees may be advanced sick leave not in excess of 30 days, in accordance with existing regulations. In instances where an Employee has been granted extended sick leave, the Employee may be required to provide medical documentation to substantiate his/her ability to return to duty.

Section 11. It is agreed that time spent by Employees in obtaining examination or treatment at the health unit will not be charged to sick leave. Should the Employee be sent home by his/her supervisor at the recommendation of the health unit, sick leave will be charged beginning at the time the Employee leaves. Should the Employee be sent home because of sustaining a disabling, job related traumatic injury, the Employee may be entitled to continuation of regular pay for the period of disability up to 45 calendar days. The Employee may request and be granted LWOP to cover this period of absence.

#### ABSENCE FOR MATERNITY REASONS

Section 12. Absence for maternity reasons will be granted in accordance with current applicable Federal Regulations.

Section 13. No arbitrary cutoff date requiring an Employee to cease work or prevent an Employee from returning to work will be established. If leave dates are established they must be based on physical capability of the Employee to perform the duties of the job after a determination by appropriate medical authority. The Employer may establish, with the Employee, a firm date for the leave to begin. The Employee shall submit notice, at least three months in advance, of the prospective need for maternity leave.

Section 14. A male Employee may be absent on annual leave or leave without pay up to 30 days for purposes of aiding, assisting, or caring for a wife or minor children while the wife is incapacitated for maternity reasons.

#### ADMINISTRATIVE LEAVE

Section 15. All Employees who volunteer as blood donors, without compensation, to the American Red Cross, to military hospitals, or respond to emergency calls for needy individuals, may be authorized up to four (4) hours excused absence for the blood donations. The excused absence is in addition to the time required to travel to and from the blood center and to give blood. The excused absence is to be taken on the day the blood is donated for recuperation purposes after the donation.

Section 16. In the event an Employee is summoned for jury duty or a witness on behalf of the U.S. Government, the duty and pay status of the Employee shall be determined in accordance with current regulations.

Section 17. Employees are encouraged to exercise their right and privilege as Americans to vote in all national, state, and local municipal elections or referenda. Administrative leave shall be granted for voting in accordance with the following:

- a. Employees will be granted excused time to vote which will permit them to report for work within three hours after the polls open, or leave work within three hours before the polls close, whichever requires the least time off;
- b. Voting arrangements requiring excused time off will be made with the Employee's immediate supervisor prior to Election Day to prevent undue interruption to work operations.

Section 18. For employees that vote in jurisdictions which require registration in person, excused time to register will be granted on substantially the same basis as for voting, providing registration is not

permitted on a non-work day, and the place of registration is within reasonable one day travel distance of the employees residence.

Section 19. Officials or representatives of the Union may be granted up to a total of 100 hours administrative leave per year to attend Union sponsored training provided the subject matter of such training is of mutual concern to the employer and the employee in his capacity as a union representative. The Union will provide to the Employer, in advance of receiving approval, an agenda which includes the content of all subject matter to be presented at the training, in order that the employer may determine the mutuality of benefit. Up to ten (10) union stewards may each be s granted eight (8) hours of administrative leave for contract administration training on this agreement.

Section 20. Officials and/or representatives of the Union will be granted reasonable official time, as outlined in Article 22 of the Contract, to administer the necessary duties required by the collective bargaining agreement. During such periods of official time the employee may leave his/her designated work area

#### LEAVE WITHOUT PAY

Section 21. Employees may be granted leave without pay provided the provision of applicable laws and regulations are met

Section 22. The Employer recognizes that Employees may be elected or appointed as delegates to a Union convention or other such function which necessitates an absence. The Employer may authorize annual leave or leave without pay for such Employees subject to the reasonable requirements of the Employer.

Section 23. Employees accepting full time positions as Union Representatives may be granted leave without pay for one (1) year and consideration will be given for a one year extension. The Employer may limit the number of absences at any one time for such purposes.

ARTICLE 10 - HOURS OF WORK

Section 1. The Employer agrees to provide the following:

- a. The administrative workweek shall be 7 consecutive days, Sunday through Saturday. The basic workweek shall normally be scheduled Monday through Friday and the two days outside the basic workweek shall be consecutive whenever possible. Irregular tours of duty may be established to accomplish the mission of the Huntington District.
- b. The occurrence of holidays shall not affect the designation of the basic workweek.

Section 2. Supervisors of unit employees may grant one 10-minute rest period during each four hours of continuous work. These rest periods are not to be used to shorten the workday or lengthen the lunch period, are not cumulative, and will be granted for the reasons outlined in appropriate regulations.

Section 3. Where practical, as determined by the supervisor, travel will be scheduled during the basic workweek. When travel is required of an employee outside his/her basic workweek the employee will upon request be furnished a written explanation why the travel could not have been accomplished during the employee's basic workweek. In any case, an employee in travel status will be compensated in accordance with applicable rules and regulations.

Section 4.

a. The Employer and the Union agree that Supervisors of employees will arrange their flexible schedules so as to have a sufficient number of personnel on duty during the operational hours between 8:00 a.m. and 4:45 p.m. Monday through Friday. All work schedules will be approved by the employee's Supervisor in accordance with the following:

(1) Each employee must preselect at 15-minute intervals their starting time, length of lunch period, and quitting time, for each day of the week or other cycle as appropriate, submitting such schedule in writing to the immediate supervisor for approval. Preselected starting times and lunch periods may vary for each day of the approved cycle. Lunch periods are now permissible from 30 minutes to 2 hours at 15-minute intervals and must be taken to begin not earlier than 11:00 a.m. and end not later than 1:30 p.m. An example of a weekly preselected cycle may appear as follows:

Monday: 8:00 a.m. - 4:30 p.m., lunch 12:00 noon (30 min.)

Tuesday: 7:00 a.m. - 5:00 p.m., lunch 11:30 (2 hrs.)

Wednesday: 8:00 a.m. - 4:30 p.m., lunch 12:00 noon (30 min.)

Thursday: 7:00 a.m. - 5:00 p.m., lunch 11:30 (2 hrs.)

Friday: 8:00 a.m. - 4:30 p.m., lunch 12:00 noon (30 min.)

(2) Permanent changes in a schedule must be approved in advance by the employee's supervisor. Temporary deviations are permitted, when requested by the employee and approved by the supervisor. For example, an employee with a schedule of 8:00 a.m. - 4:30 p.m. (w/30 min. lunch) on a particular day has a doctor's appointment on that day this week at 4:00 p.m. That individual could request, and be

granted, permission to change his/ her schedule for that day to 7:15 a.m. - 3:45 p.m. (w/30 min. lunch), thus keeping the appointment without a charge to leave. Employees on travel and/or attending conferences or training courses will be guided by the schedules for conferences or training courses and disregard their flexible schedules accordingly. Training courses or conferences in-house or away will not alter the requirement for all employees to account for their 80 hour biweekly work schedule. Supervisors of unit employees will authorize temporary deviations, if at all practicable, for attendance at all regular and special union meetings held by the union during non-duty hours. Employees will notify their supervisor and request the temporary deviation no later than the day before the scheduled meeting of their intention to attend and provide their proposed flexi-time schedule for approval.

(3) Managers and supervisors will retain the ability to restrict an employee's flexibility to something less than the maximum provided for by the plan where mission and workload requirements dictate. For example, due to the requirements of a particular position (i.e.. picking up the mail at 7:45 a.m.) no flexibility may be permitted for the starting time, but that employee might have an unrestricted (from 30 minutes to 2 hours) lunch period approved if no specific duties are required during the flexible lunch period. Additionally, when in the sole judgment of the supervisor an employee not so restricted is temporarily required at a certain time in order to efficiently accomplish the workload, he/she may require individual employees or groups of employees to be present for duty at a precise time and follow a set schedule. It is expected that this option would be invoked by the supervisor as an exception rather than as a rule, and the employee would be given 24 hours advance notice, if possible.

## ARTICLE 11 - OVERTIME

Section 1. When overtime is deemed appropriate by the Employer, such overtime work will be offered by the immediate supervisor fairly and equitably on a rotational basis, within the individual unit involved consistent with skill requirements, availability of personnel, and continuity of operations. An individual unit is defined as the smallest identifiable organizational entity. A roster of overtime worked and refused must be maintained by supervisors for a period of one year to assure that each employee receives substantially the same consideration. An overtime roster and record may be reviewed and discussed with the assigned steward.

Section 2. In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as possible.



## ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The employer will make every reasonable effort to promote equal employment opportunity on all levels and that the full workforce is free from discrimination because of race, color, religion, age, sex (including sexual harassment), national origin, mental or physical handicap, marital status, and political affiliation. The employer is responsible for promoting equal opportunity through a positive, continuing program involving all management policies, programs, objectives, practices and personnel actions.

### MANAGEMENT COMMITMENT

Section 2. Pursuant to the provisions of 29 CFR §1613.202, the employer shall:

- a. Provide sufficient resources to administer its EEO program in a positive and effective manner and assure that the principal and operating officials responsible for carrying out the EEO program meet established qualification requirements.
- b. Conduct a continuing campaign to eradicate every form of prejudice or discrimination based upon race, color, religion, sex, or national origin, from the Agency's personnel policies and practices and working conditions including disciplinary action against employees who engage in discriminatory practices.

A statement will be issued and made public to all employees reflecting management's commitment to attain EEO goals.

### PERSONNEL ACTIONS AND EMPLOYMENT PRACTICES

Section 3. All personnel actions and employment practices involving employees will be based solely on law and the terms of this contract.

All work-related activities, facilities, and services operated, sponsored, or participated in by the employer will be conducted without regard to race, sex, color, age, or national origin.

### EEO COMPLAINTS AND EMPLOYEE RIGHTS TO REPRESENTATION

Section 4. The Employer will carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through the Agency Administrative Appeals procedure or the Negotiated Grievance procedure.

Persons who allege discrimination or who participate in the presenting of such complaints will be free from restraint, interference, coercion, discrimination, or reprisal. Persons who file a complaint and who have an EEOC hearing will be provided a full and accurate transcript without deletions or abridgement, along with copies of the hearing record within fifteen (15) days of the decision.

A complainant has the right to be accompanied, represented and advised by a representative of his or her choice during counseling or at any stage of the complaint procedure.

### EEO COUNSELORS

Section 5. The Employer shall designate as many equal opportunity counselors as may be necessary to assist the director of equal employment opportunity in making readily available, in all organizational units and locations of the Agency, the counseling called for by E.O. 11478 and described in Sections 2-6b.(4) and 2-9b.(1) of FPM Chapter 713.

When filling any vacancy for the position of Equal Employment Opportunity Counselor, the employer agrees to consider individual(s) nominated by the Union. The Union recognizes that the final selection must necessarily rest with the Employer. Selectees will be trained in accordance with the provisions of applicable regulations.

#### AFFIRMATIVE ACTION

Section 6. The Employer shall develop a results-oriented program for affirmative action intended to resolve problems of under-utilization and underrepresentation of minorities, women, and the handicapped. The Employer agrees to furnish the Union copies of the Affirmative Action Program plans, updates, thereto, of the Federal Equal Opportunity Recruitment Plan (FEORP) and progress reports pertinent to these plans. In addition, the Employer agrees to furnish the Union, upon request, such data and statistics as are available to the EEO Office.

The Union will be notified in the early development stages or for any changes in all phases of the affirmative action plan. The Union may request to negotiate on such changes in accordance with law and the provision of Article 4.

Copies of all reports, recommendations, reviews, assessments, and evaluations submitted to higher authority including EEOC will be furnished to the Local President and/or other designated union representative.

#### AFFIRMATIVE ACTION PLANS

The Employer will develop an affirmative action plan which will conform to the provisions of law and regulation, including EEO-MD-714.

Pursuant to the provisions of EEO-MD-714, item 13b, periodic (at least annually) analysis to determine and correct any existing adverse impact or pattern of discrimination which may include (1) voluntary and involuntary action contributing to turnover; (2) eligibility for promotions, promotion certificates awarded, and career progression by organization and grades; (3) allocation of training opportunities; (4) selection criteria; (5) awards; (6) disciplinary actions; and (7) the sources of and the kinds of discrimination complaints by organizational breakdown.

#### UTILIZATION OF WORKFORCE SKILLS

The Employer will to the maximum extent feasible utilize the skills and potential of employees, especially those of lower-graded employees.

In connection with efforts to correct underutilization and underrepresentation of minorities and women the employer will, where feasible and subject to the provisions of 5 USC §7106:

a. Identify and provide work opportunities commensurate with employee skills and potential, especially at the lower levels.

- b. Identify the number and kinds of jobs expected to be filled in the coming year based on a review of past turnover rates in each major occupation and identify anticipated expansion, contraction, and funding of related training programs.
- c. Designate a specific number of positions to be utilized to provide opportunities for employees to enhance their skills, perform at their highest potential, and advance in accordance with their abilities through results-oriented training programs.
- d. Provide upward mobility and career development to employees through on-the-job training, work-study programs, personnel/management training seminars, and other training measures.
- e. Pursuant to the provisions of 29 CFR §1613.202(c) the Employer shall utilize to the fullest extent the present skills of employees by all means, including the redesigning of jobs where feasible so that tasks not requiring the full utilization of skills of incumbents are concentrated in jobs with lower skill requirements.
- f. Survey the current skills, training, and experience of the work-force to determine the availability of employees having skills or potential which will meet staffing needs.
- g. To the extent possible through the use of annual leave, administrative leave, leave without pay, as appropriate and consistent with law and regulation, encourage employees to enhance their skills through training and other self-improvement measures.

Pursuant to the provisions of 29 CFR §1613.203 (e) through (h), the Employer will communicate its Equal Employment Opportunity Program and emphasize its responsibility for implementing established EEO goals and objectives.

#### REVIEW/ASSESSMENT OF AFFIRMATIVE ACTION MEASURES

The Employer will take positive steps to correct any problem areas identified by the Annual Analysis or review.

The Employer will publicize affirmative action measures, including the affirmative action plan.

#### FEDERAL WOMEN'S PROGRAM (FWP)

Section 7. The Employer shall designate Federal Women's Program Manager(s) who will be available to all employees.

Federal Women's Program Manager(s) will be trained in the application of EEO regulations and other related procedures. Candidates must meet the criteria established by the Office of the Federal Women's Program, OPM.

The Union may nominate individuals to serve as FWP Manager(s).

The Union will have representation on established FWP Committees and input in the activities of the total Federal Women's Program.

#### HISPANIC PROGRAM

Section 8. The Employer agrees to designate a Hispanic Employment Program Manager who will be the subject matter expert on various issues effecting Hispanic employees. The HEPM will be trained in the application of EEO regulations and other related procedures.

The Union may nominate individuals to serve as the HEPM.

The Union shall have representation on established Hispanic committee(s) and input in the activities of the Hispanic Employment Program Coordinator.

#### WOMEN'S ADVOCATE

Section 9. In view of the fact that AR 690-12 specifies that the Federal Women's Program Manager is not an employee advocate, the Employer agrees to designate a Women's Advocate who will represent women's concerns to the Agency on matters pertaining to equitable treatment of women in all aspects of employment including promotions, selections, training, awards, and adverse actions. This shall be a collateral appointment, and the Union may nominate two individuals for consideration for this appointment.

The Women's Advocate will be trained in the application of EEO regulations and other related procedures.

#### EEO COMMITTEE

Section 10. The Union shall have representation on established EEO Committee/and input in the activities of the EEO Program. The EEO Committee will meet at least quarterly to evaluate Affirmative Action to assure the workforce is free from discrimination. Statistical data generated as a result of analyses, assessments, action plans, rosters of promotions, reassignments, details, loans, promotions, awards disciplinary actions, turnover, documentation of specific actions, and any other information related to provisions of this contract that will be discussed at the meeting will be made available on an individual basis to EEO Committee members for review well in advance of scheduled meetings. The Employer will provide the Union with a summary of activities of the EEO Committee.

Section 11. All Union representation in the program under this article shall be on official time including travel and per diem.

Section 12. Any failure of the employer to discharge in an optimum manner the responsibilities established in this article will be a matter of resolution under the Negotiated Grievance Procedure.

## ARTICLE 13 - PROMOTIONS

Section 1. The Merit Promotion and Placement Program (ORDR 690-1-12) and ORH Supplement 1 to ORDR 690-1-12 contains the procedures and policies for promotion and placement within the Huntington District.

Section 2. Employees are responsible for furnishing their supervisors a written statement specifying title, series, grade and location of positions in their activity for which they desire consideration for promotion while absent for a legitimate reason, i.e., on leave, on TDY, on detail outside the activity. Supervisors are responsible for applying under activity vacancy announcements for absent employees who have submitted a written request as stated above.

Section 3. Vacancy announcements will be advertised on official bulletin boards for a period of 10 calendar days prior to closing date to give employees an opportunity to bid for the job. Announcements will provide a summary statement of duties, a statement of required qualifications and, if appropriate, a statement of any special knowledge, skills, and abilities determined essential for satisfactory job performance and for identifying the best qualified candidates. The Union President shall be provided with a copy of all vacancy announcements.

Section 4. Changes in the basic qualification standards, proposed by the Employer to the OPM, will be documented by the Personnel Office and the reasons therefore provided to the Union.

Section 5. At least once every six months supervisors will keep employees advised of weaknesses in their job performance and will counsel employees in their individual development.

Section 6. Temporary promotions will be processed when bargaining unit employees are assigned to higher graded positions within the unit in excess of 30 calendar days provided they meet the minimum qualifications for the higher graded position. Temporary promotions of 60 calendar days or less may be made non-competitively. In such cases, the promotion will be effective as of the first day of assignment. Temporary promotions will be rotated fairly and equitably among qualified employees.

Section 7. ORH Supplement 1 to ORDR 690-1-12, paragraph entitled "Page 16, paragraph 6-2f(l), Tie Breaking Procedures" is amended to add the following sentence: If after tie breaking procedures more than ten (10) candidates remain, they will all be referred to the deciding official for consideration.

## ARTICLE 14 - TRAINING AND CAREER DEVELOPMENT

Section 1. It will be the policy of the Employer to provide the training necessary, as determined by the supervisor, to ensure the maximum efficiency of Employees in the performance of their official duties. Training needs will be discussed with the employee at the time of the annual performance rating.

Section 2. The Employer and the Union also recognize that each Employee is responsible for applying reasonable effort, time, and initiative in increasing his/her potential through self-development and training. Employees are encouraged to take advantage of training and educational opportunities that could enhance their efficiency on the job and provide job related skills needed for advancement.

Section 3. The Employer agrees that the nomination and selection of Employees to participate in training and career development programs and courses shall be nondiscriminatory and made without regard to sex, race, religion, national origin, age, color, or handicap, keeping in mind the principles of Equal Employment Opportunity.

Section 4. The Employer, in determining the allowable expenses associated with approved requests shall make such determinations in accordance with the applicable OPM, DA, and local implementing regulations.

## ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

### GENERAL DUTY CLAUSE

Section 1. The employer shall, consistent with the provisions in Section 19 of the Occupational Safety and Health Act of 1970, Executive Order 12196, 29 CFR 1960, and all applicable laws, rules and regulations be responsible for providing a safe and healthful work place.

The Union has the right to advise management concerning safety and health problems. OFFICIAL TIME

Section 2. Employees shall be authorized official time to participate in the activities provided for in Section 19 of the OSHA Act, E.O. 12196, 5 CFR Part 1960 and the Agency occupational safety and health program. Official time under the health and safety article shall not apply to any other leave time granted in other articles of this contract.

### TRAINING

Section 3. The employer agrees that wherever and whenever employees are required to perform duties which involve potential hazards, they will ensure that employees are qualified to perform the job safely.

The Employer will ensure that the employees are qualified to work any job or machine. Such insurance shall include proper work methods to be used and proper use of protective equipment, and any applicable regulations or standards. The Employer agrees to continue the existing occupational safety and health committee. The Union is entitled to and may nominate one representative of the committee.

### MATERIAL DATA SAFETY SHEETS

Section 4. Prior to the use of any chemical requiring an MSDS, the Employer shall make available Material Safety Data Sheets to the union and all employees. The MSDS will be used along with environmental sampling where necessary and other available toxicity information for employee's education and protection.

A listing of all hazardous and toxic materials chemicals used by employees along with their generic names shall be compiled and provided to the Union annually. Such listing shall identify chemical use by work area

### REPORTING AND ABATEMENT OF UNSAFE AND UNHEALTHFUL WORKING CONDITIONS

Section 5. The Employer agrees to assure response to Employee reports of unsafe and unhealthful working conditions and require an inspection within 24 hours for reports of imminent danger conditions, within three working days for potential serious conditions and within twenty workdays for other conditions if the hazardous condition cannot be abated immediately. Any employee or steward is authorized to report an unsafe or unhealthful condition and to request an inspection of the workplace.

The Employer agrees to barricade or post notices of hazardous conditions discovered in any workplace until they are corrected. This notice/barricade shall be placed at or near the location of the hazard. Such notices shall contain a warning and description of the unsafe or unhealthful working conditions and any required precautions required by applicable regulations.

The Employer agrees to assure prompt abatement of unsafe and unhealthful working conditions. When this cannot be accomplished, the Employer agrees to develop an abatement plan including a timetable for implementation. Employees required to be exposed to such conditions shall be informed of the abatement plan. The Union shall be consulted regarding the impact and implementation of the plan.

#### EMPLOYEE PROTECTIONS

Section 6. The employer shall upon request assure the right of anonymity for those employees or stewards who report an unsafe or unhealthful working condition in accordance with 29 CFR, Sec. 1960.28 (c).

The Employer shall assure that no employee is subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or other participation in an agency occupational safety and health program.

If an employee after filing a report of an unsafe or unhealthy condition provides evidence concerning restraint, coercion or reprisal to the employer, the employer will consider the evidence and take appropriate action.

#### INSPECTION AND ACCIDENT INVESTIGATIONS

Section 7. Army Safety and Occupational Health inspections shall be conducted by qualified personnel at least once per year for all work areas.

When a formal workplace inspection is to be conducted by the employer's safety representative or by an outside agency such as OSHA or NIOSH, the Union shall be invited and encouraged to provide a representative to participate. During the course of any such inspection, any employee may bring to the attention of the inspector any unsafe or unhealthful working condition.

#### LABOR-MANAGEMENT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

Section 8. The parties agree to continue the existing Occupational Safety and Health Committee chaired by a member appointed by the District Engineer. The Employer further agrees to publicize the committee membership and to assist them in carrying out their responsibilities.

a. The committee shall meet monthly provided there are agenda items. Special meetings shall be held as necessary.

b. Written minutes of each meeting shall be maintained and distributed to each committee member and made available to employees upon request.

c. The employer shall make available to the committee all agency information relevant and necessary to its duties. Examples of such information include the agency's safety and health policies and program, accident and illness data, epidemiological data, material safety data sheets, inspection reports, abatement plans, and internal and external evaluation reports.

d. Union officials shall be provided time prior to the meeting to caucus so they can discuss and prepare their concerns for presentation at the meetings by their committee member.

Functions of the Committee shall be to:



- a. The principal function of the committee is to monitor and assist in the execution of the agency's safety and health policies and program at the workplaces within their jurisdiction.
- b. Represent District Commander for the receipt and evaluation of employee safety and occupational health issues.
- c. Recommend and facilitate courses of action as a result of individual and group employee complaints.
- d. Act as liaison to management in the area of safety and occupational health.
- e. Assist and advise the Safety and Occupational Health Office in formulating and implementing safety programs.

#### IMMINENT DANGER SITUATIONS

##### Section 9.

- a. The term "imminent danger" means any conditions or practices in any workplace which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through normal procedures. In the case of imminent danger situations, employees shall report to their immediate supervisor by the most expeditious means available. Until the reported situation is assessed by management and the Safety Officer, the employee has a right to decline to perform his or her assigned tasks because of a reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious harm coupled with a reasonable belief that there is insufficient time to effectively seek corrective action through normal hazard reporting and abatement procedures.
- b. If an inspection is conducted as a result of the report, a union representative shall be afforded the opportunity to be present at the time the inspection is made, provided the inspection itself does not expose the union representative to imminent danger. If the safety officer decides the condition does not pose an imminent danger, the instruction to return to work shall be in writing and contain a statement declaring the area or assignment to be safe. Continued refusal by the employee at this point would be justified if there was a reasonable basis for the employee to believe the imminent danger still exists. It is also understood that at any time the management official finds there is an imminent danger, the employee will not be obligated to return to the assignment until the imminent danger is removed.

#### PROTECTIVE CLOTHING, EQUIPMENT AND TOOLS

##### Section 10.

- a. The employer shall acquire, maintain and require the use of approved safety equipment, approved personal protective equipment, and other devices necessary to provide protection of employees from hazardous conditions encountered during the performance of official duties. The employer agrees to provide appropriate information and/or training on the proper use of protective equipment and clothing.
- b. At no time shall the use of personal protective equipment be a permanent substitute for practical and feasible engineering controls.

## EMPLOYER SAFETY AND HEALTH RECORDS

### Section 11.

- a. The employer agrees to compile and maintain records required by the Occupational Safety and Health Act, provide copies of the records to the union upon request.
- b. Upon request medical reports will be made available to employees or upon receipt of proper release documents to their designated representative. In accordance with 5 CFR 1910.20 Industrial Hygiene reports and summary medical reports will be made available to the union upon request.

## ALTERNATE STANDARDS

### Section 12.

- a. The agency shall comply with all occupational safety and health standards issued under Section 6 of the Act or where the Secretary of Labor approves compliance with alternative standards as negotiated by the parties.
- b. In accordance with 5 CFR 1960.16 the agency agrees to follow the OSHA Health Standards.

## MISCELLANEOUS HEALTH PROVISION

### Section 13.

- a. The employer will provide free "flue shots" annually on a voluntary basis to employees.

## FEDERAL WORKERS' COMPENSATION

### Section 14.

- a. When an employee is injured in the performance of his/her duties, he/she will be informed by the employer of the procedures for filing a claim for benefits under the Federal employees Compensation Act. His/her supervisor will inform the employee of leave options including sick leave, annual leave, leave without pay and traumatic leave.
- b. An injured employee returning to work with a medical certificate verifying that the employee is partially recovered and able to work restrictively will be considered for light duty. The agency will make every effort to locate light duty as provided in 5 CFR Part 353.306.
- c. The Occupational Health and Safety Officer will promptly notify the Union in the event of an on-the-job injury, illness, or death of the name of the employee involved.

## OFFICE HAZARDS

### Section 15.

- a. Temperature during working hours is controlled by 41 CFR 101-20.107 and administered by the General Services Administration. The CFR currently requires the maintenance of temperature between 76-80 degrees F. during seasonably hot months and between 65-70 degrees F. during seasonably cold months. The employer has discretion to grant administrative leave due to unusual working conditions created by temporary disruptions of cooling or heating systems, or by unusual weather conditions. Such

dismissals are not intended to be authorized where abnormal temperatures involve minor discomforts but only where temperatures are such that for reasons of safety and health employees should be prevented from working.

b. Ventilation - Adequate ventilation shall be provided so as to reduce harmful concentrations of chemicals and chemical irritants. Adequate ventilation shall be defined as providing a minimum of five cubic feet of fresh air per minute per person. Ventilation systems will be monitored as required to ensure that they are free of microbial hazards and working efficiently.

GSA

Section 16. Where complaints arise in GSA controlled space, the employer is responsible to initiate contact with GSA in the exercise of its responsibility to provide a safe and healthful workplace.

#### VIDEO DISPLAY TERMINALS

Section 17.

a. At a minimum, employees assigned to work on Visual Display Terminals will receive vision screening in accordance with provisions of SGPS-PSP-O (40) dated 01 Sep 1988, or superseding regulations if any.

b. The parties agree that pursuant to provisions of SGPS-PSP-O (40) employees who are assigned to VDT oriented work on a continuous basis and routinely spend in excess of two hours per session in intensive VDT oriented activity need to structure their other work activities, excluding breaks and lunch hours to provide time away from the VDT activity for 15 minutes per two hour work session.

c. The employer agrees to have each VDT properly serviced by a trained technician. A record of maintenance on each machine will be maintained and made available to the Union representative upon request.

d. The employer agrees (within 120 days of the approval of this contract) to evaluate the work station and general environment where VDTs are used beginning with the highest use employees. Such evaluation will include ergonomic design of work station, general illumination and glare control and potential radiation exposure. Upon request, the employer will provide the union a copy of the report of findings.

#### HEALTH RELATED ISSUED

Section 18.

a. Industrial Hygiene: The employer will made periodic industrial hygiene studies of environmental conditions which may impair employee health including excessive noise, dust, vapors and other potentially harmful conditions. Such studies will also be initiated in response to employee complaints.

b. Medical Surveillance Program: The employer agrees to provide medical examinations and medical testing for those employees whose work with or exposure to chemical, biological, or physical agents is of sufficient duration and concentration that physiological damage could occur, or when physical examinations are required by Federal Regulation.

#### REPAIRS AND ADJUSTMENTS TO EQUIPMENT

Section 19. Employees shall not be permitted to perform repair work on moving or operating machines when the machines can be shut down prior to repair work. Unqualified personnel will not be required to repair or adjust machinery.

#### VEHICLE SAFETY

Section 20. If at any time a government owned or GSA leased motor vehicle is observed to be in need of repair, defective, or in any way unsafe, that fact will be reported in accordance with vehicle operating instruction for repair or removal from service as deemed appropriate by the employer. The mandatory required use of such a vehicle could constitute an imminent danger situation. If such a vehicle is kept in service, is involved in an accident, and if the accident is proximately related to the reported defect, the employee driving such vehicle at the time of the accident will not be held liable for the damage or destruction of said vehicle.

## ARTICLE 16 - ALCOHOLISM

Section 1. The employer and the Union recognize alcoholism as a serious and expensive health problem. The Employer recognizes alcoholism as a condition which is preventable and treatable and which may, at some time, affect the health, work performance and conduct of some of its employees.

Section 2. The Employer is not concerned with an employee's private use of alcohol, except as it affects his job performance, his conduct, or the efficiency of the service.

Section 3. An employee with a drinking problem will be given the same consideration, offer of assistance, and confidentiality of medical treatment and records as employees who suffer from any other health condition that affects job performance.

Section 4. Employees who suspect they may have a drinking problem, even in the early stages, are encouraged to voluntarily seek counseling and information on an entirely confidential basis by contacting directly the EAP; the Alcoholism Program Coordinator; or their supervisor or Union representative who will in turn refer the individual to the EAP or the Alcoholism Program Coordinator. Such requests for diagnosis or treatment by the employee will not jeopardize his job rights, or job security except as limited by applicable laws and regulations relating to sensitive positions.

Section 5. In relating the alcoholism program to disciplinary policies and practices, the alcoholism program will be carried out in a non-disciplinary procedure aimed at rehabilitation of employees who suffer from a disease. However, failure on the part of the employee to accept the assistance offered through the program or to otherwise correct performance should be dealt with through appropriate disciplinary procedures.

## ARTICLE 17 - CONTRACTING OUT

Section 1. The Employer agrees to notify the Union of any proposed contracting out which would result in the separation by reduction in force of unit employees. This notification will be provided as soon as such proposed contracting out is identified.

Section 2. It is agreed that when a decision has been made to contract out which will impact unit employee(s) by adverse action other than separation by RIF covered by Section 1, the Union will be notified within ten (10) calendar days and information relative to the impact on bargaining unit employees shall be made available to the Union.

Section 3. When the Employer determines that contracting out will impact unit employee(s) by adverse action, the Employer will notify the Union concerning the impact on bargaining unit employees.

Section 4. No bargaining unit employee of the unit will be under the supervision of a nonfederal supervisor in the event that the Employer requires that unit work be done by contract.

Section 5. The Employer agrees to provide the Union with background and performance work statements when developed that will result in contracting out of work presently being performed by Bargaining Unit Employees. Furthermore, the Employer agrees to keep the Union apprised of developments concerning its consideration to contract out such work, including all pertinent information requested: i.e., feasibility studies, cost/benefit analyses, manpower levels, and positions affected (including grade and descriptions) which would normally be made available under provisions of law, regulations and/or A-76.

Section 6. The Employer further agrees that, if the agency decides to contract out any of its functions performed by bargaining unit employees, it will make reasonable efforts to minimize the adverse consequences of its decision on those employees.

## ARTICLE 18 - DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Disciplinary and adverse actions will be taken by the Employer, only for just and sufficient cause, and where applicable, for such cause as will promote the efficiency of the service. If the Employer determines that discipline or adverse action is necessary, such action will be initiated timely after the offense was committed or made known to the Employer. The parties endorse the concept of progressive discipline designed primarily to correct and improve employee behavior while recognizing that there may be cases in which the offense is so egregious as to warrant removal on the first offense.

Section 2. Immediately upon determination that a written proposal to discipline will be issued, the employee concerned will not be questioned in connection with the issuance of such action until he is advised of his rights to representation. If the employee chooses representation and he so states, no further questioning will be accomplished until such time as the representative can be present.

Section 3. After an employee has designated his representative in writing, a copy of all subsequent correspondence delivered to an employee in connection with an adverse or disciplinary action will also be furnished to the employee's representative.

Section 4. When the employee does not elect to have a Union representative, the Union will be notified by the employer as to time and place of the grievance or adverse action hearing. An employee's attendance as a Union observer will be without charge to leave.

Section 5. The Union and Employer recognize that when practicable, and where the situation can be controlled by the Employer, common sense principles relating to privacy, will apply to situations involving the service of warrants or subpoenas on unit members.

Section 6. The Union and the Employer recognize the need for and will make every effort to maintain strictest confidentiality in handling all matters in connection with disciplinary actions. Such matters should be dealt with on a need-to-know basis.

## ARTICLE 19 - GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide employees with a fair and expeditious procedure covering all grievances properly grievable under 5 U.S.C. 7121. The only matter excluded from the grievance procedure is a complaint based solely on non-selection from a properly developed referral register.

Section 2. The Employer and the Union recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly, and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

Section 3. Grievances resulting from a continuing condition may be presented at any time; however, those grievances resulting from a one-time act or decision must be presented within thirty (30) working days after the grievant becomes aware of the act or decision. A grievance may be presented by an employee(s) without the approval of or representation by the Union. However, when a grievance is so presented the Union will be given the opportunity to be present at the adjustment of the grievance. Moreover, the adjustment may not be inconsistent with the terms of this agreement. The only representative an employee may have while processing a grievance under this procedure is a representative of, or a representative approved by the Union. Any rejection of a grievance on the grounds that it is not a matter subject to this grievance procedure, or is not subject to arbitration shall be executed no later than Step 2 of the grievance procedure. Any employee of the unit of recognition officially participating in a grievance under the terms of this procedure shall be granted reasonable time during working hours to prepare and present a grievance; however, no tour of duty will be changed for the sole purpose of authorizing official time, nor will any overtime be authorized for this purpose.

Section 4. Grievances shall be processed as follows:

Step 1. The grievance shall first be taken up by the aggrieved employee and his representative, if requested by the employee, with the immediate supervisor of the employee involved.

Step 2. If no satisfactory settlement is reached between the employee and supervisor, the grievance shall be reduced to writing and submitted through the immediate supervisor to the Division Chief. Each such grievance must contain the following information: Employee(s) name, grade and location; details and issues of the grievance; and the corrective or remedial action desired. Each level shall endeavor to resolve the grievance as promptly as possible, within a maximum of twenty (20) working days.

Step 3. If a satisfactory agreement is not reached at the preceding step, all facts in the case will be referred in writing within ten (10) working days to the District Engineer by the Union or by the employee(s) presenting his/her own grievance for a written decision within twenty (20) working days from the date the District Engineer receives the case. Failure of the District Engineer to meet the time requirements of Step 3 will mean that the Employer agrees to the position of the employee. The decision of the District Engineer in the case when the employee presents his own grievance will be final.



Step 4. If a satisfactory agreement is not reached in the case where the Union represents the employee(s), the Union or the Employer may submit a request for binding arbitration in accordance with Article 20 of this agreement.

Section 5. It is agreed and understood by the parties that there may be occasions when grievances by the Union against the Employer may arise requiring the use of the grievances and arbitration procedures. Such grievances shall be presented in writing by the Union President, or his designee, to the District Engineer. Upon receipt of the written grievance, the District Engineer or, his designee, shall arrange to meet within ten (10) working days from receipt of the grievance. The Union President or his designee in an effort to resolve the matter. A written decision in the case shall be rendered within fifteen (15) working days to the Union President or his designee. If this decision is not satisfactory, the Union President or his designee may within thirty (30) days refer the matter to arbitration.

Section 6. It is agreed and understood by the parties that there may be occasions when grievances by the Employer may arise requiring the use of the grievance and arbitration procedures. Such grievances shall be presented in writing by the District Engineer or his designee, to the Union President. Within ten (10) working days from receipt of the grievance the Union President shall meet with the District Engineer or his designee, in an attempt to satisfactorily resolve the matter. Within fifteen (15) working days after the meeting(s) the Union President, or his designee shall render a written decision. If not resolved by the decision of the Union President, or his designee, the matter may be referred to arbitration by the District Engineer, within thirty (30) days.

Section 7. The time limits in this Article may, by mutual agreement of the parties, be extended. Likewise, the parties may mutually agree to waive any step in this procedure.

Section 8. At each and every step of this grievance procedure, the employee(s) and/or representative shall be permitted to call necessary employee witnesses who shall suffer no loss of pay or benefits for so serving. In the event that either party finds it necessary to review Employer record(s) pertinent to the grievance, the time limits shall be waived to permit receipt and 48 hours review of the same before the time elements involved becomes reinstated.

Section 9. Failure of the employee(s) or the Union to act within the time limits prescribed within the above steps will be treated as a withdrawal of the grievance. Failure of the Employer to act within the time limits prescribed within the above steps will be treated as a resolution of the grievance in favor of the grievant(s) or the Union.

Section 10. Questions that cannot be resolved by the parties as to whether or not a grievance is on a matter subject to this Article or is subject to arbitration shall be submitted to arbitration for decision.

## ARTICLE 20 - ARBITRATION

Section 1. If the Employer and the Union fail to settle any grievance processed under Article 19 titled "Grievance Procedures", such grievance, upon written request by either party within thirty (30) calendar days after issuance of the final decision in the grievance, shall be submitted to arbitration. Arbitration may be evoked only by the Employer or the Union.

Section 2. Within five (5) working days from the date of the request for arbitration, the parties shall meet for the purpose of selecting an arbitrator. If agreement on an arbitrator cannot be reached, then the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after receipt of such list. If they can't agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and will then repeat this procedure. The remaining name on the list shall be that of the duly selected arbitrator. Who shall strike the first name on the list shall be determined by lot.

Section 3. The Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case in the event either party refuses to participate in the selection of an arbitrator or upon inaction or undue delay on the part of either party.

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

Section 5. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek, excluding holidays. All employee participants in the hearing shall be in a duty status without loss of pay or benefits or charge to annual leave while participating in the arbitration proceedings except that no overtime shall be authorized for such purpose.

Section 6. The arbitrator will be requested to render his decision as quickly as possible. The Employer and the Union agree to require of the arbitrator such decision within thirty (30) days after the conclusion of the hearing.

Section 7. Any dispute over the meaning of an arbitrator's award shall be returned to the arbitrator for clarification.

Section 8. The arbitration award shall be binding on the parties to the extent permitted by applicable laws and regulations. Either party may file exceptions to the award with the Federal Labor Relations Authority pursuant to applicable regulations. In the event an arbitrator's award is appealed by either party to the Authority, the award shall be stayed pending the Authority's final determination.

Section 9. By mutual consent of the parties all time limits may be extended or waived.

## ARTICLE 21 - DURATION OF AGREEMENT

Section 1. This agreement will remain in effect for a period of three (3) years from the effective date.

Section 2. If neither party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for successive one (1) year periods, subject to the other provisions of this article.

Section 3. This agreement may be amended or supplemented upon mutual agreement of the parties to do so. Each such proposed supplement or amendment must be submitted in writing and must be accompanied in writing by the reasons for the need or desirability for such changes.

Section 4. Any proposal to renegotiate the basic agreement must be announced in writing by the District Engineer or the Union President not more than ninety (90) nor less than sixty (60) days prior to the expiration date of the basic agreement. By mutual consent the parties may extend or waive these time limits. The terms of this agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved.

Section 5. Within thirty (30) days after receipt of notice to negotiate an amendment or to supplement the basic agreement, and upon mutual agreement to negotiate such amendment or supplement, the negotiating teams shall meet for such purpose: such amendment or supplement ultimately agreed upon shall be subject to review by higher authority under the same conditions as the basic agreement.

## ARTICLE 22 - RECORDING THE USE OF OFFICIAL TIME

Section 1. The Union agrees to cooperate with the District in carrying out the requirement of the Office of Personnel Management to record certain time and costs involved in employee representational functions. The following categories are included in the requirement:

- a. Contract Negotiations. Official time granted for negotiation of a collective bargaining agreement.
- b. Ongoing Labor-Management Relationship. Official time granted for representational functions such as Labor-Management meetings, Committee meetings where Union has an appointed member, consultation with District Office officials, and walk-around time OSHA inspections.
- c. Grievances and Appeals. Also includes time granted for representational functions in connection with arbitrations, EEO complaints, etc.
- d. Travel and Per Diem. All travel and per diem costs associated with employee representational functions reported above.

Section 2. The Union will be responsible for furnishing the District a report on a quarterly basis of all times and costs of Union officials in their representational responsibilities. The report should reflect the totals in each category: Contract Negotiations; Ongoing Labor- Management Relationship; Grievances and Appeals; Travel and Per Diem.

ARTICLE 23 - DISTRIBUTION OF PAY CHECKS

The distribution of pay checks will be in accordance with the provision of CEORH-RM DF dated August 13, 1987, which is incorporated by reference in this agreement.

## ARTICLE 24 - UNION DUES BY PAYROLL DEDUCTION

Section 1. The Employer will withhold dues from those eligible employees who voluntarily, execute a Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues. This service will be provided by the Employer without charge to the exclusive representative. Members may voluntarily terminate such authorized dues deductions in the first pay period following each anniversary of the date of original authorization.

Section 2. The Employer agrees to submit copies of revocation forms (SF 1188) to the Union as soon as such requests are received by the Employer. When an employee is assigned or transferred to a position outside the bargaining unit it is the employee's responsibility to notify the Employer of his/her termination of dues.

Section 3. The Employer agrees to deliver to the Union each pay period listings of employees for whom deductions were made.

Section 4. A multi-level dues structure may be utilized. Dues will be withheld on a bi-weekly basis conforming to the regular pay period. Only the regular, periodic amount required to maintain an employee in good standing with the Union will be deducted. Deductions will begin to be made for the first full pay period that begins following the receipt of the SF-1187 in the personnel office. No special assessments, fines or similar fees shall be deducted except for dues erroneously omitted after receipt by the Employer of an employee's SF-1187 or notification of dues increase pursuant to Section 5 of this article. The Employer, through the Payroll Center, shall take appropriate action to correct errors in dues deductions committed by either the Employer or the Payroll Center.

Section 5. Changes in the amount of dues to be deducted shall only be made pursuant to a written request from the Local Union President. It is the responsibility of the Union Presidents to certify any changes in the dues amounts to be withheld.

Section 6. Remittance of dues withheld shall be made to the local Union Treasurer. It is the Union's responsibility to inform the servicing Personnel Office of the address to which the remittance checks are to be sent. The Employer will request the Payroll Center to continue providing a listing with each remittance to the local Union Treasurer to include the following:

- a. Agency and location.
- b. AFGE Local number.
- c. Payroll period.
- d. Names and Social Security numbers of members for whom deductions are made, and amounts.

Section 7. Employees who meet the eligibility requirements for dues withholding and who have a current dues withholding agreement in effect on the date this Agreement is approved, need not execute a new SF-1187 form to come under the provisions of this Agreement provided that this Agreement does not necessitate any changes being made in their current allotment.

Section 8. The Employer and the Union agree that any section in this Article that is changed by law or regulation will be renegotiated to conform with said law or regulation.

Section 9. An allotment will be terminated whenever an employee leaves the unit as a result of any type of separation or promotion outside the bargaining unit or when an employee has been suspended or expelled from the Union.

## ARTICLE 25 - LIABILITY FOR DESTRUCTION OF GOVERNMENT PROPERTY

If a decision is made to hold a bargaining unit employee liable for the loss, damage, or destruction of Government property and/or take disciplinary action for same, the effective date of that decision will be stayed until an Arbitrator issues an award, should it be grieved, unless there are compelling reason(s) for immediate execution of the disciplinary action such as, but not limited to, safety and security. Should the employee choose to appeal the disciplinary action to the Merit System Protection Board, the effective date of that decision will be stayed until the appeal is decided by the board, unless there are compelling reason(s) for immediate execution of the disciplinary action such as, but not limited to, safety and security.



## ARTICLE 26 - DRUG TESTING

Should a drug testing program covering bargaining unit employees be ordered or proposed for implementation, the Employer agrees, prior to implementation, to meet and confer with the Union to the fullest extent required by law, rules, and/or regulations.

## ARTICLE 27 - CHILD CARE FACILITY

### GENERAL

Section 1. The employer, recognizing the needs of working parents, and recognizing that child care has been identified as job-related issue which affects one's ability to be present and perform well within the workforce, agrees to the establishment of and any necessary resources for a "Child Care Committee" consisting of Union and management representatives responsible for researching, developing, and implementing alternative measures for child care. Provisions will be made to allow committee members to perform their functions during working hours without loss of pay or leave.

### CHILD CARE COMMITTEE

Section 2. The "Child Care Committee" will continue to function in its current role until a "Child Care Board" is established and operational. The Committee has recommended and the Employer has approved retaining the services of a consultant, at the Employers expense, as needed to finalize plans and procedures.

### CHILD CARE BOARD

Section 3. The employer agrees to continue its initiatives and intention to establish a child care center based upon recommendations of the Child Care Committee. A Board of Directors will be established to create a non-profit corporation to oversee the District-sponsored child care center and to formulate Articles of Incorporation. Board members can be drawn from District parents, FWP Committee members, other interested District employees, the Union and other District organizations the public and local child care professionals. The employer agrees that the Union will have representation.

### LIST OF FACILITIES FOR EMERGENCY CARE

Section 4. The Child Care Board will publicize a list (names, addresses, and telephone numbers of available child care facilities in the local area citing those offering temporary child care assistance for emergencies.

## ARTICLE 28 - REDUCTION-IN-FORCE

Section 1. The employer and the union jointly recognize the desirability of maintaining employment stability within the civilian work force. The parties also recognize that occasions may arise where adjustments to the work force may be necessary; i.e., reduction in force (RIF), transfer of function, or reorganization. It is agreed that in the case of any of the above circumstances each position in the affected unit(s), maybe affected by the resultant actions.

Section 2. For the purpose of the Article, the following definitions will apply:

a. Reduction-in-force is the release of an employee from a competitive level by separation; furlough for more than 30 days; demotion; or reassignment requiring displacement; due to lack of work; shortage of funds; insufficient personnel ceiling; reorganization; an individual's exercise of reemployment rights or restoration rights; or reclassification of an employee's position due to erosion of duties when such action will take effect after an agency has formally announced a RIF in the employees competitive area and will take place within 180 days.

b. Transfer of function is the (1) transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas, except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or (2) the movement of the competitive area in which the function is performed to another commuting area.

c. Reorganization means the planned elimination, addition, or redistribution of functions or duties in an organization.

Section 3.

a. At the earliest possible date, the Union will be informed of any decision reached regarding reduction-in-force. This notice, in writing, will include the reasons for the proposed reduction-in-force, the approximate number and types of positions initially affected, where possible, and the anticipated date of the action. The Union and the Employer will meet to discuss the impact and implementation of the RIF.

b. The Employer will provide complete information needed by employees to fully understand the reduction-in-force and why they are affected. Specifically, the Employer shall: (1) inform all employees as fully and as soon as possible of time tables and requirements for reduction in force in accordance with applicable rules and regulations; (2) inform all affected employees of the regulations governing reduction in force and the kinds of assistance provided for affected employees.

c. The employer agrees to provide a specific RIF notice to each affected employee up to ninety calendar days in advance but in no case will such notice be less than thirty calendar days prior to the effective date. The notice shall state specifically what action is being taken, the effective date of the action, the employee's service computation date, and subgroup. It shall describe the employee's competitive area and identify the competitive level, and tell him or her why any lower standing employee is retained in his or her competitive level for more than thirty calendar days. Rights of

grievance and time limits on such grievance will also be in the notice. An extra copy of this notice will be given to the employee along with any other information required by regulation.

Section 4. The employer will, when determined by management to be feasible, attempt to minimize reduction in force actions by using attrition to accomplish necessary reductions. All reductions will comply with applicable laws and regulations.

Section 5. In the event of a RIF, Huntington District employees receiving notice have the right to review retention lists pertaining to all positions related to their case. Upon request all the retention lists and the organization charts will be given to the President of the Union or designee. If a separation is to occur, or upon request, the Union will be given information to update their copy of the retention list prior to the effective date of separation. Affected Unit employees will have the right to the assistance of the Union when reviewing such lists or records.

Section 6. In the event of a RIF, the employer agrees to consider not permanently filling vacancies in the occupational series of affected employees until the RIF has been completed. The employer will consider waiving non-mandatory qualifications requirements in assignments to vacant positions during a reduction in force when an affected employee has the capability, adaptability and special skills required by the position.

Section 7. In the event of a RIF the employer agrees to make every reasonable effort to place affected employees in available local vacant budgeted positions for which they qualify by considering seniority, tenure, experience, and training prior to the effective date.

Section 8. The competitive areas for RIF purposes shall be the Huntington District. A competitive level consists of positions in the competitive area that are:

- a. In the same grade (or occupational level);
- b. In the same classification series; and
- c. Similar enough in duties, qualification requirements, pay schedules, and working conditions so that the incumbent of one position can successfully perform the critical elements of any other position in the level upon assignment to it, without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee. This determination is made on the basis that the jobs are so similar that the agency may readily assign an employee in one position to any of the other positions in the competitive level without changing the terms of the employee's appointment and without unduly interrupting the agency's work program.

Section 9. Affected employees shall have a minimum of five workdays in which to accept or reject an offer of another position.

Section 10. It is understood that acceptance of temporary employment will not alter the The employee's right to be offered permanent employment. In the event career or career- conditional employees are separated by RIF, the employer will establish a re-employment priority list in accordance with governing regulations and will give preferences for re- employment to the extent that all governing regulations require. Upon request a copy of the list shall be given to the Union for monitoring purposes.

Section 11. The employer upon request will provide affected employees and the Union information regarding employment possibilities in other Government agencies, regardless of geographic location or Agency involved. The employee will also provide information on retirement, severance pay, and other benefits available to them.

Section 12. At no time will the employer use the RIF procedure to circumvent the adverse actions procedures. The union will be allowed a reasonable amount of official time to prepare impact and implementation proposals following RIF notification. The Union will also be allowed a reasonable amount of official time to review retention registers, regulations pertaining to RIF, and to represent employees who are affected by RIF. For the duration of the RIF, the employer will provide the Union with up-to-date information and keep them informed of all actions taken.

#### TRANSFER OF FUNCTION

Section 13. The employer will:

- a. Inform the Union as fully and as soon as practicable (in no case less than thirty days prior to planned implementation) of any decision(s) for the transfer of function(s) and upon request the governing regulations. The Union's written notice will include the reasons for the proposed transfer of function(s), the number and types of positions affected, and the anticipated date of the action;
- b. Notify the employee(s) in writing of the transfer of function, asking whether he or she will transfer with the function, allowing the employee a reasonable period of time (but not less than 30 days except in extraordinary cases) before requiring an answer. The written notification should explain what is involved including employee rights in either accepting or declining the initial offer to transfer with the function;
- c. In the event of a transfer of function, the employee to be transferred shall be identified in accordance with applicable rules and regulations. Other employees of the losing agency may volunteer for transfer with the function in place of employees identified. However, the losing agency may permit these other employees to volunteer only if no competing employee who is identified with the transfer of function will be separated or demoted solely because a volunteer transferred in his or her place;
- d. At the discretion of the agency, employees may be reassigned out of a unit for which a transfer of function is planned and into a like vacant position in units not affected by the transfer;
- e. Assist and counsel employees who are faced with separation because they chose not to transfer with the function, or did not receive offers at the new location. This would include interagency placement assistance;
- f. Assist and counsel affected employees in seeking placement opportunities with other Federal agencies and elsewhere in Huntington and other geographic areas;
- g. Counsel employees on individual rights relating to such matters as retirement and severance pay; and
- h. Place the name of each affected employee who so wishes on a list for consideration for those vacancies for which the employee is qualified, so that every possible consideration will be given in the selection process. The list shall be given to the Union for review purposes upon request.

## REORGANIZATION

Section 14. In the event of a reorganization, the Employer will:

- a. Inform the Union and Employees as fully and as soon as practicable (in no case less than 30 days prior to the planned implementation of a reorganization adversely affecting positions of employees in the Bargaining Unit of any decisions for a reorganization and, upon request, the governing regulations. The Union's written notice will include the reasons for the proposed reorganization, the number and type of positions affected, and the anticipated date of action.
- b. If the reorganization results in other than reassignment, the appropriate sections of this article dealing with either RIF or TOF will apply.
- c. Upon request, assist and counsel displaced employees in seeking placement opportunities with other federal agencies in Huntington District and other geographic areas.
- d. Upon request counsel employees on individual rights relating to such matters as retirement and severance pay.

## ARTICLE 29 - UNION-MANAGEMENT COOPERATION

Section 1. The Corps and the Union recognize that they have a common interest in the development of team building; coordination and communication in improving productivity as people seek more control over their own work lives and meaning in their work.

Section 2. Both parties hereto have as their intent and purpose to promote and improve the efficiency and effectiveness of the Federal Service and the well-being of its employees. It is a matter of mutual concern that all matters provided for by law, regulation and policy be pursued with dispatch by consultation and negotiation in a constructive relationship which this agreement is proposed to bring about. It is further recognized that the public interest is best served by the cooperation of union and management in the accomplishment of the mission of the agency.