



**AFGE Local 4055 & HOUSAGE**

**Labor Agreement**

***March 1998***

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## PREAMBLE

Pursuant to the policies set forth in the Civil Service Reform Act of 1978, Public Law 95-454, and subject to all applicable statutes and regulations of appropriate authority, the following articles constitute an agreement by and between the U.S. Army Corps of Engineers Headquarters, hereinafter referred to as Management, and Local No. 4055, American Federation of Government Employees, AFL-CIO, hereinafter referred to as the Union.

# I. RIGHTS OF THE PARTIES

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ARTICLE 1

EXCLUSIVE RECOGNITION, UNIT DESIGNATION,  
AND COVERAGE OF AGREEMENT

Section 1. **Exclusive Recognition.** Management hereby recognizes the Union, Local 4055, American Federation of Government Employees, AFL-CIO, as the exclusive representative for all employees in the unit as defined in Section 2 below. The Union recognizes the responsibility of representing the interests of all employees of the unit without discrimination.

Section 2. **Non-professional Unit.** The unit to which this Agreement applies is composed of all non-professional General Schedule and Wage Grade Employees employed by the Department of the Army, U.S. Army Corps of Engineers, at its Headquarters located at Washington, D.C. and at its Office of History located at Fort Belvoir, Virginia, but excluding all Management officials, supervisors, professional employees and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6), and (7) and temporary employees with appointments of 180 days or less.

Section 3. **Responsibility.** As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the unit. It is responsible for representing the interests of all employees in the unit without discrimination.

Section 4. **Formal Meetings.** The Union shall be given the opportunity to be represented at formal discussions between Management and employees in the unit concerning grievances, or changes in personnel policies or practices, or other matters affecting working conditions of the employees in the unit.

Section 5. **Management's Obligation.** Management recognizes its obligation to meet with the Union and discuss matters concerning personnel policies, practices, procedures, and working conditions of employees in the unit. Management shall notify the Union of any changes concerning personnel policies, practices, procedures, and working conditions prior to implementation of such changes.

Section 6. **Termination.** Termination of this agreement shall not, in itself, terminate the status of recognition granted the Union.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1. **Appropriate Authority.** In the administration of all matters covered by this Agreement, Management and the Union are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth by the Office of Personnel Management; by published Department of Defense, Department of Army, and U.S. Army Corps of Engineers policies and regulations in existence at the time this Agreement was approved; and by subsequently published Department of Defense, Department of Army, and U.S. Army Corps of Engineers policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

Section 2. **Management Rights.** Management officials retain the right in accordance with applicable laws and regulations:

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

b. In accordance with applicable laws--

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

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

(3) With respect to filling positions, to make selections for appointments from--

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

(b) Other administrative processes governed by applicable statutes and regulations;

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

c. To maintain the efficiency of the Government operations entrusted to them.

Section 3. **Negotiation of Implementation.** Nothing in this Article shall preclude Management and the Union from negotiating over the subjects set forth in 5 USC 7106(b) and Executive Order 12871.

Section 4. **Supplemental Agreements.** The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between Management and the Union.

### ARTICLE 3

#### UNION RIGHTS

Section 1. **Exclusive Representative.** In accordance with 5 U.S.C. 7114, the Union, as the exclusive representative of employees in the unit, is entitled to act for and to negotiate agreements covering all employees in the unit, and is responsible for representing the interests of all such employees without discrimination and without regard to labor organization membership.

Section 2. **Union Rights.** The Union shall have the right to present its views to Management, either orally or in writing, and to have such views considered in the formulation, development, and implementation of personnel policies and practices, and matters affecting working conditions that are at the discretion of Management. In addition to the right to present its views, the Union has a right to be consulted by Management at all levels on matters such as those specified in Section 3.

Section 3. **Representation.** As the exclusive representative of employees in the unit, the Union shall have the right to investigate, prepare for, and conduct representational functions as well as to consult with Management. The right of employee representatives to be present during formal discussions shall be subject to necessary requirements as to security and confidentiality of information. For the purposes of this article, "representational functions" means those authorized activities undertaken by the Union pursuant to representational rights under the terms of this agreement and federal law. Examples of representational function activities shall include:

- a. Negotiations;
- b. Formal discussions between management representatives and employees concerning all matters affecting personnel policies, practices, and working conditions;
- c. Any statutory appeal proceeding or other forum in which the Union is representing an employee or the Union pursuant to its obligation under relevant contract provisions, regulations, or law;
- d. Grievances;
- e. EEO complaints process, or any other recognized alternative disputes resolution (ADR) process, or judicial process if the Union is representing the employee;
- f. A disciplinary or adverse action if the Union is designated as the representative of the employee;
- g. Attendance at an examination or consultation of an employee who reasonably believes that they may be the subject of a disciplinary or adverse action and the employee has requested representation pursuant to 5 U.S.C. Section 7114(a)(2)(B);
- h. Discussions of possible grievances or complaints with an employee; and
- I. Conferring with affected employees about matters for which relief is available under the terms of this agreement.

Section 4. **Union Notification.** Management shall inform the Union concerning any preliminary decision regarding personnel policies and practices or working conditions, other than those related to individual disciplinary actions or grievances, reached as a result of discussions where such decision would adversely affect the unit as a whole or one or more individual bargaining unit members.

Section 5. **Mission Accomplishment.** The Union shall cooperate with Management in an effort to achieve orderly, economical, and efficient accomplishment of the mission of the Agency; to achieve a high standard of employee performance; to ensure development and implementation of modern and progressive work practices and methods; to facilitate improved employee performance and efficiency; to achieve a full day's work for a full day's pay; to actively combat absenteeism, carelessness and inefficiency; to eliminate waste, fraud, and abuse; to conserve

energy, materials, and supplies; to improve the quality of workmanship; to encourage the submission of improvement and cost-reduction ideas; to prevent accidents, and to strengthen good relations between Management and the Union.

Section 6. **Publicity of Disagreements.** The Union will not publicize/emphasize, or pursue through other channels, problems, disagreements, issues, etc., involving Management and the Union unless the Union has provided notification to the Chief of Staff and has given Management the opportunity to resolve the situation.

Section 7. **Right to Communicate with Members.** Nothing in this Agreement shall be construed as abrogating the Union's right to communicate with its membership, the public, public officials, or other parties; nor the Union's right to oppose actions the Union believes to be contrary to the interest of the employees it represents.

Section 8. **Restraint of Representation.** Management shall not impose any restraint, interference, coercion, or discrimination against the designated representatives of the Union in the responsible exercise of their rights to serve as representatives for the purposes of collective bargaining on representational functions.

#### ARTICLE 4

#### MUTUAL RIGHTS AND OBLIGATIONS

Section 1. **Good Faith Bargaining.** Management and the Union shall bargain in good faith, to the extent not inconsistent with any federal law or any government-wide rule or regulation, on matters which are the subject of any rule or regulation relating to conditions of employment. This obligation does not apply to any matter for which a compelling need exists as determined by the Federal Labor Relations Authority.

Section 2. **Conflict with Local Regulations.** The Agreement shall at all times be applied in accordance with governing laws, regulations, and decisions of appropriate authorities including court decisions. To the extent that local regulations of Management shall conflict with this Agreement, the provisions of this Agreement shall govern.

Section 3. **Dispute Resolution.** Management and the Union endorse the principles that an effective labor-management relationship requires an open dialogue between Management and the Union and that day-to-day matters which arise at the work site should be addressed and, if possible, resolved at the lowest level of management. Union representatives and first-line supervisors shall consult as required to assure uniform

interpretation, understanding, and implementation of this Agreement. In the event of conflict in interpretation and/or

application of this Agreement, the supervisor and the Union representative will refer the matter for clarification to higher echelons in their respective organizations. Management or the Union may pursue disputes regarding interpretation or application of the Agreement through the negotiated grievance procedures.

Section 4. **Non-Restriction.** Nothing in this Agreement shall be construed as restricting either party from meeting with the other to consult, confer, and/or negotiate as set forth in Section 1 above.

Section 5. **Impact Bargaining.** Management shall notify the Union of a proposed change in personnel practices or matters affecting working conditions not covered in this Agreement within ten (10) working days of Management's decision to make the proposed change. The Union President or designee shall be notified in writing, and the notification shall set forth the nature and purpose of the proposed change. The Union shall have the opportunity to present its position to Management either orally or in writing. Management will consider the Union's position in formulating and developing the proposed change. The Union may request the opportunity to negotiate on the impact and implementation, and when appropriate, the substance and/or decisions of proposed change. The Union shall submit its request to negotiate to Management within ten (10) working days of receipt of Management's notification. Management shall have ten (10) working days to respond to the Union's concerns. No change may occur until conclusion of good faith bargaining by the parties, except in emergencies or national security situations.

Section 6. **Negotiability.** Any dispute which may arise over the negotiability of an issue and/or any impasses during negotiations shall be resolved in accordance with the provisions contained in Public Law 95-454.

Section 7. **Twenty-Four (24) Hour Hold.** Upon written request to the Chief of Staff from the Union President or his/her designated representative, Management agrees to fairly consider placing a twenty-four (24) hour hold on any employee related matter for which the Union did not have an opportunity to receive advance notice.

Section 8. **Request for Data.** In accordance with 5 U.S.C. 7114(b)(4), the Union may request data which is reasonably available and necessary for full and proper discussions, understanding, and negotiation of subjects within the scope of collective bargaining. The Union shall present all requests for data to Management not less than five (5) working days before

such data is needed. Management shall provide the requested data to the Union within five (5) working days of receipt of the request.

## ARTICLE 5

### EMPLOYEE RIGHTS

Section 1. **Right to Union Membership.** As provided for in 5 U.S.C. 7102, bargaining unit employees have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity; and each employee shall be protected in the exercise of this right. Except as otherwise provided in Chapter 71 of Title 5 of the U.S. Code (5 U.S.C. 7101, et.seq.), the right to assist a labor organization extends to participation in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority. Management shall take the action required to assure that employees in the unit defined herein are apprised of their rights under this section, and that no interference, restraint, coercion, or discrimination is practiced within the unit to encourage or discourage membership in a labor organization.

Section 2. **Management of Labor Organization.** The rights described in Section 1 do not extend to participation in the management of a labor organization or acting as a representative of such an organization by a supervisor, except as provided in 5 U.S.C. 7112, or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with the official duties of the employee.

### Section 3. **Specified Rights.**

An employee has the right:

a. To bring matters of personal concern to the attention of appropriate officials under applicable law, rule, regulations, or established policy of the Department of Defense, Department of the Army, or the U.S. Army Corps of Engineers;

b. To file a complaint, grievance, or appeal without interference, coercion, or fear of reprisal.

c. To choose his/her own representative in a grievance or appellate action, except when presenting a grievance under the negotiated grievance procedure;



d. To be represented by the Union upon the employee's request at any formal discussion between one or more representatives of Management and the employee(s), or their representatives, concerning any grievance or any personnel policy and practice on all matters affecting working conditions of employment;

e. To have union representation upon any examination of the employee by Management in connection with any investigation, if the employee reasonably believes that the examination may result in disciplinary action and the employee requests representation.

Section 4. **Fairness in Applying Laws.** To the extent allowable under 5 U.S.C. 7106 (a), Management agrees to use its best effort to ensure that the provisions of this Agreement, as well as those of applicable laws, executive orders, and regulations are applied fairly and impartially to all employees in the unit.

## ARTICLE 6

### SUPERVISOR-EMPLOYEE RELATIONS

Section 1. **Policy.** It is the policy of Management that all employees shall be given objective consideration in all areas of employment. In effecting the accomplishment of an assigned mission or workload, supervisors will provide necessary instructions to employees, establish the priority of work, provide assistance to the employee, and provide the necessary tools for mission accomplishment. In accomplishing this, supervisors should strive to avoid the existence of a work environment which is unduly authoritarian or overly permissive. This Section shall not restrict a supervisor's right to assign employees appropriate duties or to make changes in such assignments whenever, in the supervisor's judgment, such changes are necessary. It is the policy of the Union to encourage all bargaining unit employees to fulfill their duties in an efficient and effective manner.

### Section 2. **Employee and Supervisor Relations.**

a. An employee will normally receive instruction from, and make reports through, established supervisory channels. Employees are encouraged to propose new or innovative ways to perform their job.

b. The supervisor will evaluate all proposals in an expeditious manner. Feedback on employee's proposals will be given either orally or in writing.

c. Discussions between employees and supervisors will be conducted in a respectful manner.

d. The counseling and correcting of an employee will normally be the responsibility of supervisors within the employee's own organizational unit. The exception to this provision shall be serious violations of regulations, actual criminal offenses, or other acts which require immediate action.

e. Supervisors should issue office policies in writing to clarify or reinforce rules of conduct, regulations, or other supervisory instructions. Violations of rules of conduct, regulations, or other supervisory instructions by employees shall be dealt with by the supervisor on an individual basis.

## ARTICLE 7

### UNION REPRESENTATION

Section 1. **Recognition of Representatives.** Management shall recognize the duly elected officers, stewards and designated representatives of the Union. The Union shall provide Management a complete list of its officers, stewards and designated representatives. The Union shall notify Management of any changes in Union officers, stewards or designated representatives within five (5) working days of the change.

Section 2. **Restraint of Representation.** No interference, restraint, coercion, or discrimination will be practiced in any form to discourage Union stewards or other local Union officials in carrying out their responsibilities and duties as representatives of the employees in the unit.

#### Section 3. **Official Time.**

a. Union representatives may conduct representational functions as defined in Section 3 of Article 3 - Union Rights on official time. Upon supervisor's approval, a designated Union representative may leave his or her normal work area to participate in such activities. If participation in such activities will require the Union representative's absence from his or her normal work area for a period of time in excess of fifteen (15) minutes, the representative shall submit the form

entitled "AFGE Local 4055 Request for Official Time" to his or her supervisor in a timely manner requesting approval of official time to engage in such activity. The form provided to the supervisor shall include the following information: the nature of the activity; the estimated time required for such activity; and, if applicable, the name of the directorate or separate office participating in such activity.

b. In the absence of extenuating circumstances related to work load requirements, the supervisor shall not unnecessarily deny such requests. In the event that the supervisor denies the request, it shall be the supervisor's responsibility to reasonably adjust the work load requirements so as to allow the Union representative to participate in such representational activities no later than 48 hours after the time of the initial request.

c. Upon return to the normal work area, Union representatives shall record the actual amount of official time used for recognized representational functions.

d. The President of the Local shall be granted all reasonable official time to conduct representational functions.

Section 4. **Management Initiated Consultations.** On Management initiated consultations, Management officials will normally contact the appropriate Union official through CPAC.

Section 5. **Internal Union Business.** Solicitation of membership or dues and other internal business of the Union shall be conducted during the non-duty hours of the employees concerned.

Section 6. **Labor-Management Relations Training Hours.** Management agrees to grant official time to employees who are AFGE Local 4055 elected officials or designated representatives for the purpose of attending Union-sponsored training related to all areas of the Union's representational functions. Official time may not be granted for training if the primary purpose is to train or inform employees as to solicitation of memberships and dues and other internal union business. In accordance with AFGE Local 4055's training requirements, the Union may be granted up to 2,240 hours for the term of this contract for such training. Requests for official time for such purposes must be submitted in writing by the Union President to the Chief, Civilian Personnel Advisory Center. The request will contain information about the duration, purpose and nature of the training.

Section 7. **Information Requests.** Upon request by the Union, Management shall furnish data and information as specified in 5 USC 7114(b)(4).

ARTICLE 8

UNFAIR LABOR PRACTICES

Section 1. **Policy.** The Union and Management recognize the mutual benefits to be gained from in-house resolution of Unfair Labor Practice (ULP) charges. This procedure shall be used for the consideration of allegations based upon violation of 5 U.S.C Section 7116. Toward this end, the parties agree to the following:

a. The party alleging a ULP will notify the other party in writing of the circumstances surrounding the alleged unfair labor practice. The Union and Management agree that the party alleging the existence of an ULP will provide a copy of the ULP charge before such charge is filed with the FLRA. The charge shall contain a statement of the facts constituting the ULP including:

(1) The exact section of the law which is alleged to have been violated;

(2) A clear and concise statement of facts concerning the incident;

(3) Date, time, and place of the incident; and

(4) Management and Union individuals involved in the incident.

b. The Chief of Staff and the Union President, or their designated representatives, shall meet within five (5) calendar days after receipt of the charge in an effort to resolve the issue. The respondent party will issue its written position concerning the charge within ten (10) calendar days of the meeting.

c. The parties agree to take appropriate action to correct and/or prevent the recurrence of the circumstances which precipitated the charge. When either party takes such action, the other party agrees not to grieve the matter and not to file the ULP with the FLRA.

d. If the respondent's reply is not acceptable, the charging party may file a formal ULP charge with the FLRA under 5 CFR 2423.

Section 2. **Right to File.** No part of this Article shall be

construed as a waiver of either party's right to file an Unfair Labor Practice charge in cases where the issue is unresolved and the statutory time limit (180 days) would otherwise be violated.

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## ARTICLE 9

### ACCEPTABLE LEVEL OF COMPETENCE/WITHIN GRADE INCREASE

Section 1. **General.** An employee is entitled to receive a within-grade increase subject to completion of the appropriate waiting period and a determination that the employee's work is of an acceptable level of competence. Such determination will be made in accordance with applicable laws and regulations. The basis for a determination of acceptable level of competence will generally be the employee's rating of record. If the employee's performance is less than Successful 3, the employee is ineligible to receive a Within-Grade Increase (WGI).

Section 2. **Advance Notice.** The supervisor will be notified ninety (90) days before the employee's within-grade increase is due. The supervisor will provide the employee a copy of the notification when signed.

Section 3. **When Performance is Less Than Acceptable.** When the supervisor believes that the employee's work is not acceptable, the supervisor shall:

a. As early as possible, call the employee's attention to areas of performance needing improvement and initiate steps to assist the employee in meeting performance standards. Such actions as determined by the supervisor may include regular and careful review of work or on-the-job and class room training.

b. When informal efforts discussed above do not result in acceptable performance, a Performance Improvement Plan (PIP) will be developed with the participation of the employee. To give the employee a reasonable opportunity to demonstrate acceptable performance, a PIP period having a minimum of sixty (60) calendar days will be started for employees whose performance on one (1) or more objectives or responsibilities would result in a rating of fair or unsuccessful. The PIP period may be extended by the supervisor responsible for monitoring the PIP if circumstances warrant an extension.

c. The PIP will be developed in writing and the employee will be given ten (10) work days to comment on the PIP prior to its implementation. Final authority for establishment and the content of the PIP rests with Management.

d. The PIP will include the following:

(1) The responsibilities or objectives on which the employee is failing to meet the standard;

(2) The standard established for these responsibilities or objectives at the success level; and

(3) A statement of the steps that must be taken by the employee to resolve the employee's deficiencies in these responsibilities or objectives in order to meet the standards, as well as a statement detailing the assistance the supervisor will provide the employee in an effort to help the employee improve his/her performance.

e. The PIP shall include a requirement for a supervisory assessment of the employee's progress in meeting the required level of performance every thirty (30) days.

f. No employee shall receive a negative determination without first being provided an opportunity to improve his/her performance as provided above.

**Section 4. Negative Determination.** If a supervisor determines that an employee's performance is still not at an acceptable level of competence after the employee has been provided an opportunity to improve his or her performance, the supervisor shall provide a written notification of the supervisor's negative determination to the affected employee and to the Civilian Personnel Advisory Center. The notification to the employee shall include:

a. An explanation of the reason for the negative determination and the areas of performance in which the employee must improve to qualify for a WGI;

b. Notification of the employee's right to appeal the supervisor's negative determination to the next higher supervisory level in a timely manner, usually not in excess of fifteen (15) calendar days from the date the employee received a written notification of the negative determination;

c. A statement informing the employee that he or she has the right to Union representation during the appeal process;

d. Notification of the fact that the employee and the Union representative have the right to request a reasonable amount of official time to review the records used as the basis for the negative determination and to prepare an appeal; and,

e. A statement verifying that the employee has the right to receive a written decision on the employee's appeal in a timely manner. The time limit in which to request reconsideration may

be extended by the official hearing the request if the employee presents his or her reasons for needing more time in writing and the official believes the reasons warrant extending the time.

Section 5. **Employee Notification.** If the supervisor's negative determination is sustained at the next higher supervisory level, the employee shall be informed in writing of the employee's grievance procedure or further appeal rights.

Section 6. **Subsequent Granting of WGI.** The rating supervisor may grant a WGI withheld because of a negative determination to the affected employee at any time that the supervisor determines that the employee's performance has improved such that the employee has demonstrated a sustained level of performance at an acceptable level of competence that warrants a performance rating of Successful 3 or better.

Section 7. **Effect of Change of a Negative Determination.** When a negative determination is changed as the result of the negotiated grievance procedure, the change supersedes the negative determination. The effective date of the within-grade increase is the date on which the within-grade increase would have otherwise become due.

Section 8. **Removal of Unacceptable Performance Information From Personnel Files.** If an employee's performance improves during the advance notice period and the employee's performance continues to be at an acceptable level of competence for one year from the date of the advance notice, then any entry or other notation with regard to the unacceptable performance shall be removed from the employee's personnel file.

## ARTICLE 10

### DISCIPLINARY ACTIONS, ADVERSE ACTIONS, AND APPEALS

#### Section 1.

a. **Policy.** Management and the Union agree that, in most cases, discipline should be corrective in nature. No employee may be disciplined or discharged except for just cause. Any such discipline or discharge shall be subject to the negotiated grievance procedures set out in Article 13 of this Agreement. Disciplinary actions may include, but are not limited to:

- (1) A letter of reprimand;

- (2) Suspension;
- (3) Removal;
- (4) Reduction in grade;
- (5) Reduction in pay; and
- (6) Furlough of thirty (30) calendar days or less.

b. **Weingarten Rights.** Management shall annually inform employees of their right to Union representation at any examination of an employee in the unit by management or a representative of management in connection with an investigation if (1) the employee reasonably believes the examination may result in disciplinary action against him/her and (2) the employee requests representation. If the employee requests representation, management will (1) not pursue further examination of the employee until a representative is present, or (2) discontinue the examination of the employee.

c. **Representation.** Employees, who are not the subject of an investigation but who are questioned in connection with an investigation, also have the right to request representation.

## Section 2. **Counseling.**

a. **Informal Counseling.** For minor offenses by an employee, Management has a responsibility to discuss such matters with the employee. In initiating informal counseling, the supervisor shall advise the employee of the specific incident. Management shall clearly communicate the nature of the problem and the employee's obligations and responsibilities. The employee shall be encouraged to explain his or her side of the incident. Discussions of this type shall be held in private between the employee and the supervisor. Such discussions are not considered discipline and are not grievable. Following such discussions, there is no prohibition against the supervisor and/or employee making personal notation of the date and subject matter for their own personal record(s). No notation or other information pertaining to such discussion shall be included in the employee's official personnel folder. Such discussions may be relied upon to establish that employees have been made aware of their obligations and responsibilities.

b. **Formal Counseling.** Formal counseling consists of written counseling, warnings, or admonishments, such as leave restriction, which shall be provided to the employee. If the employee is dissatisfied with such written counseling, warning, or admonishment, he/she may file a grievance.

## Section 3. **Discipline.**

a. **Alternate Discipline Program.** Management and the Union should consider using the Alternate Discipline Program (ADP), when practicable, in accordance with HQUSACE policy and procedures.



**b. Timeliness of Discipline.** Management and the Union agree that timely disciplinary actions are of mutual interest to both parties. Such action will normally be taken without undue delay after the event or occurrence warranting such action, or of Management becoming aware of such event or occurrence.

**c. Notice of Disciplinary Action.**

(1) When Management issues a notice of proposed disciplinary action under this Article, the notice will state:

- (a) the reason(s) for the action;
- (b) the specific date(s) on which the incident occurred; and
- (c) Management's proposal for disciplinary action.

The notice shall also advise the employee that he/she has ten (10) working days to respond orally and/or in writing, has the right to Union representation and shall include the name and telephone number of the Union Chief Steward.

(2) An employee against whom such adverse action is proposed is entitled to at least thirty (30) calendar days written advance notice. When there is reasonable cause to believe that an employee has committed a crime for which a sentence of imprisonment may be imposed, Management is not required to give the employee the full thirty (30) calendar days advance written notice, but shall give such lesser number of days advance written notice.

(3) Management and the Union agree that the employee is entitled to a timely written decision concerning the proposed disciplinary action. The written decision and the specific reasons therefore will be rendered at the earliest practicable date, normally not more than ten (10) working days after the thirty (30) day notice period. In the event a decision has not been rendered within the said time frames, the Union will be notified.

**Section 4. Appeals.**

a. Except in those cases where there is an allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or disability in connection with the action, an employee covered by this Agreement may appeal an action taken under this Article through the negotiated grievance procedure or to the Merit Systems Protection Board (MSPB), as appropriate, but not both. The employee shall be deemed to have

exercised his/her option to raise the matter under either the negotiated grievance procedure or the MSPB procedure at such time as the employee files a grievance or an appeal with the MSPB.

b. In cases where there is an allegation of discrimination on the basis of race, color, religion, sex, national origin, age, or disability in connection with the action, an employee covered by this Agreement may appeal an action taken under this Article through the negotiated grievance procedure, to the MSPB, or through the EEO complaint procedure. An employee who has elected to pursue the matter through the EEO complaint procedure or the MSPB appeal procedure may not appeal the matter through the negotiated grievance procedure. The employee shall be deemed to have elected the forum under which he/she wishes to proceed at the time he/she files a grievance, an appeal with the MSPB, or a formal EEO complaint.

c. This Article does not apply to those actions excluded under Section 7512 of Public Law 95-454.

Section 5. **Service of Process.** Management may not take adverse or disciplinary action against an employee solely because of a court ordered service of process upon such employee. Management shall use its best efforts to ensure that any required service of process be done in private and without the knowledge of other employees.

Section 6. **Pending Criminal Charges.** If the employee is the subject of a criminal investigation or other criminal proceeding and an adverse action is taken against the employee involving the same facts as those which gave rise to the criminal investigation or proceeding, the employee can elect to suspend their right to file a grievance appealing the adverse action until the completion of the trial or other disposition of the criminal matter, if the matter is resolved prior to trial. The grievance must be filed within fourteen (14) work days of the date of the completion of the criminal trial or other disposition of the criminal matter.

Section 7. **Furloughs of Thirty (30) Days or Less.** A furlough of thirty (30) calendar days or less will be processed in accordance with 5 U.S.C. 7513.

Section 8. **Violence in the Work Place.** Management and the Union agree that incidents of violence or threatening statements and/or behavior in the work place are unacceptable and constitute an infringement of an employee's right to work in a safe environment. If an incident should arise, Management shall take

prompt, appropriate, and effective action to defuse the situation. Management may request the assistance of the Union in dealing with such situations, as appropriate.

## ARTICLE 11

### EMPLOYEE ASSISTANCE PROGRAM

Section 1. **Policy.** In accordance with Chapter 5 of AR 600-85, Management and the Union recognize that the Employee Assistance Program (EAP) plays an important role in providing assistance to employees whose performance or conduct may be affected by alcohol abuse, other drug abuse, or other personal problems.

Section 2. **EAP Utilization.** Management and the Union agree to encourage utilization of the EAP to the maximum extent practicable in an effort to minimize the need for Management's taking an adverse job action involving a bargaining unit employee when such employee's adverse job performance or conduct is directly related to a problem that is personal in nature and when either Management or the Union believe that use of the EAP could reasonably be expected to improve the affected employee's performance or conduct. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining job performance, the supervisor should discuss the apparent difficulties with the employee.

Section 3. **Participation Rights.** Management and the Union agree that the procedures for participation in the EAP for a bargaining unit employee who has a problem that is personal in nature shall be essentially the same as those established for employees participating in the EAP for problems related to alcohol or drug abuse; and, shall, to the maximum extent practicable, be in conformance with rules and regulations governing the Alcohol and Drug Abuse Prevention and Control Program Civilian Counseling Services (ADAPCP CCS).

Section 4. **EAP Objectives.** Management and the Union acknowledge that the objectives of the Alcohol and Drug Abuse Prevention and Control Program (ADAPCP) are based on the assumption that alcohol and other drug abuse by employees or their family members and related personal problems have an adverse affect on the job performance and retainability of such employees. Accordingly, Management and the Union recognize that the objectives of the ADAPCP through provision of civilian counseling services to employees are to:

(a) Increase the efficiency, productivity, and effectiveness of employees, and reduce absenteeism and the abuse of sick leave through early intervention and prevention of

alcohol and drug abuse;

(b) Provide a management tool and resource for managers and supervisors who identify deteriorating job performance and who use the ADAPCP concurrently with performance counseling for problems of alcohol and other drug abuse;

© Provide information or referral services to employees with personal problems. Such problems may include, but are not limited to, problems in areas related to financial, emotional, or marital stresses or concerns;

(d) Provide assistance for employees with alcohol or drug abuse problems through treatment services provided by qualified ADAPCP clinical personnel or through referral to appropriate community based treatment programs.

Section 5. **Supervisor Training.** In recognition of the stated objectives of the ADAPCP, Management agrees to provide training for supervisors regarding alcohol and other drug abuse and to advise supervisors of the availability of ADAPCP consultation for supervisors and the availability of ADAPCP services for employees.

Section 6. **Union Training.** In recognition of the important role it plays in representing the interests of bargaining unit employees, the Union agrees to utilize its best efforts to provide training and education for such employees regarding prevention of alcohol and other drug abuse in order to avoid or minimize performance or conduct problems related to alcohol or other drug abuse. The Union also agrees to advise bargaining unit employees of the availability of ADAPCP services and to encourage voluntary utilization of the ADAPCP CCS.

Section 7. **Disciplinary and Adverse Actions.**

a. Management has determined that the immediate supervisor will:

(1) Document specific instances in which an employee's work performance, behavior, or attendance fail to meet minimum standards, or instances in which the employee's pattern of performance appears to be deteriorating;

(2) Consult with CPAC;

(3) Conduct an interview with the employee, focusing on deteriorating work performance and informing the employee of available counseling services. Supervisors will not attempt to diagnose personal or health problems of an employee;

(4) Request the employee seek appropriate counseling or medical assistance.

b. If the employee enrolls in the ADAPCP, the adverse or disciplinary action may be temporarily suspended and subsequently canceled if the employee successfully completes the program, and performance and conduct is satisfactory at the end of ninety (90) days.

c. Previously initiated adverse actions in which the final decision letter has not been issued will be postponed upon the employee's enrollment in the ADAPCP, provided the employee has not previously refused rehabilitation assistance. The adverse action may be continued if, at the end of the ninety (90) consecutive days rehabilitation, job performance or conduct is unsatisfactory or if, at any time during rehabilitation, job performance or conduct is unsatisfactory or if, at any time during rehabilitation, the employee discontinues the assistance.

d. Once an adverse action has been initiated against an employee who previously refused rehabilitation assistance or did not successfully complete rehabilitation, the proposed adverse action need not be delayed as a result of the employee's subsequent request for rehabilitation.

e. Employees may be re-enrolled in the ADAPCP at any time. However, suspension of adverse or disciplinary action during re-enrollment is not required and may be determined by the supervisor on a case-by-case basis.

Section 8. **Confidentiality.** Records or other information pertaining to a bargaining unit employee's participation in the EAP for problems that are personal in nature shall be treated as confidential client records protected by the Privacy Act (5 U.S.C. 55a) in the same manner as such records are treated for employees in the ADAPCP.

Section 9. **Job Security.** Management and the Union understand that alcohol abuse, other drug abuse, or other personal problems may have social, psychological, and medical implications. An employee will not have his or her job security or promotional opportunities jeopardized by the employee's request for counseling or referral assistance, except as limited by applicable rules and regulations related to sensitive or other positions that may constitute a danger to the employee or others. Sick leave may be used for treatment or rehabilitation, as in any other illness. Consideration should be given to approving official leave for the employee for all or a portion of the

rehabilitation period, if appropriate.

## ARTICLE 12

### EQUAL EMPLOYMENT OPPORTUNITY

Section 1. **Policy.** Management and the Union agree to the principles of equal employment opportunity which, among other things, prohibit discrimination because of race, color, sex, religion, age, handicap, or national origin. Management agrees to promote the full realization of equal opportunity through a continuing affirmative employment program.

Section 2. **Training.** Management shall continue to adhere to established criteria in all programs assuring equal training opportunities to minorities and women.

Section 3. **Job Redesign.** In order to promote equal opportunity for all employees, Management, through cooperation with the Union, will strive to use on an equal basis and to the fullest extent, the present skill of employees, including the redesigning of jobs where feasible. On the job training, work-study programs, and other training measures will be provided to the extent possible consistent with identified needs and available resources so that employees may perform at their highest potential and advance in accordance with their abilities.

Section 4. **EEO Advisory Committee.** The Union shall be afforded the opportunity to participate on any HQUSACE EEO Advisory Committee established by management. Matters relating to equal employment opportunity may be discussed at Union-Management Meetings. As needed, EEO personnel may be requested to attend Union-Management meetings.

Section 5. **Affirmative Employment Plan.** Management agrees to work with the Union to develop a HQUSACE affirmative employment plan with specific actions and target dates to promote Equal Opportunity.

Section 6. **EEO Counselors.** Management agrees to consider nominations made by the Union for Equal Employment Opportunity Counselors. Union nominations will be given the same consideration for selection as any other nomination. The EEO Office will consult with the Union in making EEO Counselor selections. Candidates selected shall meet the criteria established by the program and shall be trained in accordance with the provisions of applicable regulations. Counselors will serve under the direction of the Equal Employment Opportunity

Officer.

Section 7. **EEO Counselor Training.** The Union shall be afforded the opportunity to participate in in-house training sessions for EEO Counselors.

Section 8. **Sexual Harassment.** Management and the Union recognize that sexual harassment is a form of misconduct which undermines the integrity of the employment relationship and adversely affects employee opportunity. All employees must be allowed to work in an environment free from unwelcome sexual overtures. Therefore, the parties agree to mutually identify and to eliminate such occurrences.

Section 9. **Complaints.**

a. Management and the Union acknowledge that bargaining unit employees who have discrimination complaints can opt to have such complaints resolved by either of the following, but not both procedures:

(1) The negotiated grievance procedure as provided in this Agreement; or

(2) The statutory appeal process which begins with the initial contact of an EEO Counselor and, if the matter is not resolved, the filing of a formal Title VII complaint.

b. Forms provided by Management to an employee seeking EEO counseling shall include a statement that bargaining unit employees have the right to elect the negotiated grievance procedure or the EEO complaints process. The Union recognizes its responsibility to inform a bargaining unit employee of their EEO representational rights, as appropriate, when a bargaining unit employee seeks grievance counseling.

c. A bargaining unit employee shall be deemed to have made an election to raise a complaint under either the statutory procedure or the negotiated grievance procedure at such time as the employee files a timely grievance or files a formal written complaint under the statutory EEO complaint procedure, whichever comes first. Discussions with the EEO Counselor in no way precludes the filing of a grievance that is otherwise timely.

Section 10. **Reprisal Against Employee.** Neither party shall coerce, restrain, interfere with, or take reprisal against any employee in the processing or presentation of his/her discrimination complaint. The parties further agree that a bargaining unit employee, in pursuing his/her complaint, may proceed without representation, or may designate a representative

of the complainant's own choosing.

Section 11. **Right of Representation.** Any bargaining unit employee seeking to file a complaint shall be advised of the right to a representative of his/her choice. An employee representative chosen by the complainant is entitled to official time in accordance with Article 3, Section 3e of this Agreement, and appropriate EEO laws, rules, and regulations.

Section 12. **Copies of Reports.** Management agrees to provide the Union copies of reports on the progress of the EEO Program, including the statistical reports required annually as a part of the Affirmative Action Plan.

## ARTICLE 13

### GRIEVANCE PROCEDURES

Section 1. **Policy.** It shall be the policy of Management and the Union to attempt to settle grievances expeditiously and at the lowest level of supervision possible. The Union recognizes its responsibility to inform bargaining unit members of their EEO representational rights, as appropriate, when a bargaining unit member seeks grievance counseling. Bargaining unit members are entitled to present grievances without restraint, interference, coercion, discrimination, or reprisal. In accordance with 5 USC 7114(b)(4), the Union may request such written information as is relevant to the grievance, provided that such information is normally maintained by Management and is reasonably available.

#### Section 2. **Definitions and Coverage.**

a. For the purpose of this Agreement, a grievance is any complaint, dispute, or expression of dissatisfaction on the part of the Union, a bargaining unit member, or Management on matters concerning:

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

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

b. The following are excluded from this grievance procedure:

(1) A violation relating to prohibited political

activities;

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

(3) A suspension or removal for national security reasons;

(4) Any examination, certification, or appointment;  
or

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

c. Nothing in this section shall prevent an employee from exercising the option of appealing adverse actions to the Merit Systems Protection Board or processing any prohibited personnel practice complaint defined in law through the statutory appeals process, provided that the employee has not filed a formal grievance over the matter in accordance with this Agreement.

Section 3. Grievance Procedures. The following procedures shall be followed for presentation of grievances:

a. Step 1. **INFORMAL PROCEDURE.** An employee (and/or his/her representative) shall first provide written notification of a grievance to the lowest level management official with the authority to grant the relief sought. The grievance must be initiated within fourteen (14) working days from the date of the incident that gave rise to the grievance or from the date the employee became aware of the incident, and may contain a request for a meeting to be held within ten (10) working days. Within ten (10) working days after receipt of the notification or oral presentation of the grievance, the Management official shall render a written decision.

b. Step 2. **FORMAL PROCEDURES.** A written grievance must be filed within ten (10) working days after the conclusion of Step 1 or within ten (10) working days from the date Step 1 was waived because the involved supervisor and grievant agreed it would serve no useful purpose, or if a timely response was not rendered by Management in Step 1. The written grievance must contain the following information and must be submitted to the next higher level manager from the one who heard or could have heard the grievance informally:

(1) **Identity of Employee.** The identity of the aggrieved employee by name, title, series, grade, and organization.

(2) **Details.** The details of the grievance and a brief summary of the action that has been taken, if any.

(3) **Date.** The date the cause of dissatisfaction happened or the date the employee became aware of the cause of the grievance.

(4) **Article Violated.** The Article of this Agreement allegedly violated, if applicable.

(5) **Relief Sought.** The relief sought.

(6) **Name of Union Representative.** The name of the Union representative.

**Time Limit.** The supervisor shall have ten (10) working days to attempt to resolve the grievance and to notify the grievant of his/her decision in writing.

[Alternate Dispute Resolution (ADR) Option. If the employee is dissatisfied with the decision rendered at Step 2, the employee may request to pursue the ADR process established by Management and the Union.]

c. Step 3. If the grievant is dissatisfied with the decision rendered at Step 2 or the outcome of the ADR process, he/she may submit the written grievance to the Chief of Staff within ten (10) working days from the date the grievant received the Step 2 decision. In the event that the Step 2 deciding official is a general officer or Chief of Staff, the decision process at Step 3 will be elevated to the next senior officer in the chain of command. No later than ten (10) working days after the Step 3 official has received the written grievance, the Step 3 official shall meet with the grievant and the grievant's representative to attempt to resolve the grievance. The Step 3 official shall issue a written decision on the grievance within ten (10) working days from the date of the meeting. If the decision of the Step 3 official is not satisfactory to the grievant, the Union may proceed to arbitration.

Section 4. **Union Grievances.** Management and the Union shall make a concerted effort to resolve their grievances informally, where no individual employee grievance is involved, and shall be resolved as indicated below:

a. Within fifteen (15) working days from the date of the incident that gave rise to the grievance or from the date the Union became aware of the incident, the Union shall submit the

grievance in writing through CPAC to the Chief of Staff. Within ten (10) working days after receipt of the grievance the Chief of Staff and Union President, or their designated representatives, will meet to discuss the grievance and attempt to resolve the issue.

b. A written decision will be given to the Union no later than fifteen (15) working days following the meeting.

c. If the grievance is not settled by the above method, either party may refer the grievance to arbitration in accordance with the procedures set forth in this agreement.

Section 5. **Witnesses.** Employees requested by the grievant or Management to act as a witness shall not suffer loss of pay or charge to leave while they are acting in that capacity.

Section 6. **Official Time.** A bargaining unit employee is entitled to official time to process and present a grievance under the procedures in this Article. The grievant must request and receive approval for the use of such time from the supervisor in advance. A Union representative's time will be governed by the official time provisions in Article 7.

#### Section 7. **ARBITRATION**

a. If a grievance processed under the negotiated procedure is not resolved satisfactorily, either Management or the Union may refer the issue to arbitration. The party requesting arbitration shall actively pursue such process. The notice referring an issue to arbitration must be submitted within fifteen (15) working days of receipt of the grievance decision.

b. Within five (5) working days from the date of the receipt of an arbitration notice, the party requesting arbitration shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five impartial persons qualified to act as arbitrators. All costs incurred in requesting a list of arbitrators will be borne equally by the parties. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The parties shall meet within five (5) working days after receipt of the list to select an arbitrator. If they cannot agree upon one of the listed persons, Management and the Union will strike alternately one arbitrator's name from the list and repeat this procedure until only one name remains. The remaining name will be the arbitrator. First strike will be alternated, with the Union striking first at the first arbitration proceeding. Within five (5) working days after selection of the arbitrator, the selection list will be submitted to FMCS. The party requesting arbitration may withdraw the grievance at any time prior to the actual convening of the arbitration hearing.

c. If the parties fail to agree to a joint submission of the issue for the arbitrator, each party shall make a separate

submission and the arbitrator will determine the issue or issues to be heard. Questions as to the grievability or arbitrability will be raised immediately with the arbitrator in the same

proceedings as the arbitration of the grievance on its merits. The arbitration hearing will be held on the premises arranged by Management and held during the regular work day. Employee participants in the hearing will be in a duty status. Any dispute over the interpretation or application of the arbitrator's award will be returned to the arbitrator for settlement.

d. Arbitration Award Binding. The arbitrator's award will be binding on both parties. Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority. When an exception is filed, implementation of the award will be stayed until the Authority renders a decision. The arbitrator will have no power to add to or subtract from, disregard, or modify any terms of the Agreement.

e. Arbitrator's Fees. The arbitrator's fees and expenses will be shared equally by both parties.

## ARTICLE 14

### MERIT PROMOTION AND PLACEMENT PLAN

Section 1. **Policy.** The purpose and intent of the Humphreys Engineer Center Support Activity Merit Promotion and Placement Plan (HEC Reg 690-300) is to ensure that employees are given full and fair consideration for advancement and to ensure selection from among the best qualified candidates. Management agrees to effect promotion and placement of bargaining unit employees in accordance with applicable rules and regulations. To the extent that it is otherwise consistent with this Article, Management agrees to give due consideration to promotion from within as a part of the merit placement selection process.

Section 2. **Exceptions to Merit Staffing.** Competitive merit staffing procedures apply to all personnel actions except as otherwise provided for in current OPM guidance, DoD, and Army regulations.

#### Section 3. **Advertising Vacancy Announcements.**

a. Vacancy announcements will contain a statement informing all applicants that the selecting official may choose to conduct a panel interview. When scheduling an interview with a referred applicant, Management will inform the applicant if a panel

interview will be conducted.

b. Management agrees to promptly post HQUSACE Position Vacancy Announcements through the appropriate use of electronic technology. Upon request, Management further agrees to furnish employees electronic or hard copies of said vacancy announcements as practicable.

Section 4. **Selection Process.** Conducting interviews as a part of the selection process is desirable but is not mandatory unless specified by separate program requirements. If one promotion-eligible candidate is interviewed, it is good management practice to interview other candidates to preclude the perception of pre-selection.

Section 5. **Notification of Non-selection.** The selecting official is responsible for notifying referred applicants of their non-selection normally within thirty (30) days of the date that selection was made.

Section 6. **Documentation and Review.** A concerned applicant or a Union representative may request in writing a review of the Vacancy Announcement Folder. The review of said folder must be consistent with the Privacy Act and regulatory guidance.

Section 7. **Career Promotion Ladder.**

a. Management will promote an employee in a career ladder as soon as the employee meets the eligibility requirements and has demonstrated the ability to perform at the higher level.

b. Management will discuss with the employee the type of progress needed to meet the criteria for a career ladder promotion at the documented progress review or at the time of the annual rating of record.

Section 8. **Reassignment.**

a. When an employee is reassigned to a different position, the employee will be given a reasonable period of time in which to demonstrate proficiency, including a reasonable training period, if appropriate.

b. Any employee who feels a hardship will be created by a directed reassignment may request and shall be granted a prompt meeting with their supervisor who shall give fair consideration

to the employee's concerns.

c. Normally, Management will inform an employee of a reassignment within the same geographic location and the reasons therefore at least ten (10) work days in advance of the effective date, but in no event less than five (5) calendar days.

Section 9. **Developmental Details.** Management shall afford employees opportunities for professional development through career enhancing details/assignments when mutually convenient. In order to ensure a smooth and efficient transition between positions, employees detailed for more than thirty (30) days will be given a reasonable amount of work time to re-familiarize himself/herself with the duties to which he/she is returning. During this time, Management will ensure that the employee is made aware of any changes in procedures/duties of this position that have occurred during the employee's absence on detail.

Section 10. **Posting of Merit Promotion and Placement Plan.** Management agrees to permanently post a copy of the Merit Promotion and Placement Plan on the official HQUSACE Web Page and make copies available to each employee upon request. Management agrees to provide a draft copy of any proposed changes in the Merit Promotion and Placement Plan to the Union and to provide the Union an opportunity to review and comment on the proposed changes ten (10) working days prior to planned implementation. Management further agrees to give full and complete consideration to comments or recommendations provided by the Union before finalizing and publishing the proposed changes.

## ARTICLE 15

### PERFORMANCE AND INCENTIVE AWARDS

Section 1. **Policy.** Management will ensure that the Performance Awards Program will be administered in conformance with applicable rules and regulations.

#### Section 2. **Performance Awards.**

a. A performance award consists of a monetary award and a Commendation Certificate given in recognition of high-level performance for a specific rating period. Performance awards should be used both to reward past performance and to provide incentive for continued high-level performance.

b. Employees with annual summary performance ratings of Exceptional or Highly Successful are eligible for this award.

c. Employees who exceed the minimum requirements for a Successful 3 rating of record for the most recent rating period, may receive a Performance Award.

d. The employee's immediate supervisor is responsible for initiating the nomination for the award.

e. Performance Awards will be computed as a percentage of pay with a maximum award of 10% of employee's rate of base pay. Unusually exceptional employees may receive awards up to 20% if approved by the MACOM Commander. Unusually exceptional performance surpasses the normal requirements for the Exceptional rating and should be fully documented.

f. Employees within the same organizational element at the same grade who receive equivalent ratings of record should receive similar awards unless an employee was promoted within the rating period or unless distinctions can be made in their performance, interim summary ratings taken into consideration in the rating, or the length of time of the rating period.

g. Receipt of a Special Act or Service Award as well as other Superior Accomplishment Awards will be considered when employees are being considered for promotion.

h. Nominations for Performance Awards should be submitted at the time the Performance Appraisal is submitted (normally within 30 calendar days from the approval date of the annual rating). Final action on the nomination should be completed within 30 days thereafter.

i. An employee should never be informed that he/she is under consideration for, or has been nominated for a Performance Award. Such action may create a serious morale problem if the award is not eventually approved.

j. Management is responsible for assuring that adequate funds are budgeted for Performance Awards for bargaining unit employees.

k. Receipt of one or more awards for a suggestion, invention, scientific achievement or a special act or service award during a period of high performance does not prevent the receipt of a Performance Award unless the nomination for the Performance Award is based on the same accomplishment(s) for which previous award(s) was granted.

### Section 3. **Incentive Awards.**

a. Incentive Awards will consist of Special Act or Service Awards based on tangible or intangible benefits. A Special Act or Service Award is a cash award given to recognize a meritorious personal effort, act, service, scientific or other achievement accomplished within or outside assigned job responsibilities. All bargaining unit employees are eligible for this award. It is

a special one-time individual contribution or achievement. The cash award ranges from \$25 to \$25,000, depending on the achievement being recognized. Recommendations for awards in

excess of \$10,000 are reviewed and approved by the Army Incentive Awards Board, HQDA. Awards based on tangible benefits shall be calculated in accordance with AR 672-20 using Table 7-1. Awards based on intangible benefits shall be calculated in accordance with AR 672-20 using Table 7-2.

b. The Special Act or Service is particularly appropriate to recognize short term accomplishments in a regularly assigned position, during a detail, at the conclusion of a successful special project assignment, or at other times when performance or honorary awards are not appropriate.

c. An employee's supervisor or any individual having direct knowledge of the act, service, scientific or other achievement, in coordination with the employee's supervisor, may initiate an award nomination. Nominations should be submitted within 30 calendar days after the act, service, or achievement to be recognized. Final action should be taken within 30 calendar days thereafter unless it is necessary to forward nominations to higher headquarters.

#### **Section 4. On-The-Spot Cash Awards.**

a. The On-The-Spot (OTS) Cash Award is a Special Act or Service Award ranging from \$25 to \$250, which may be given by a supervisor for day-to-day work site accomplishments.

b. An OTS is particularly appropriate to recognize achievements such as streamlining, eliminating or modifying an office or operating procedure to improve effectiveness, efficiency, or timeliness, accomplishing a specific, one-time or special assignment that required extra effort or resulted in the organization receiving recognition for responsiveness to un-programmed requirements, or implementing a program to improve employee morale or productivity.

c. Processing of OTS will be accomplished as expeditiously as possible to assure that total processing time does not exceed 30 calendar days.

#### **Section 5. Quality Step Increase (QSI).**

a. A Quality Step Increase (QSI) is an increase in an employee's rate of base pay from one step of the grade to the next higher step of that grade in recognition of sustained high quality performance at a level that substantially exceeds an acceptable level of competence. A QSI is an additional within grade increase granted to GS employees when an employee has an

exceptional performance rating during the current rating period.

b. The employees supervisor is responsible for initiating the nomination.

c. The nomination should be submitted within 30 calendar days of approval of the rating.

d. No more than one QSI may be granted in any 52 week period.

e. Employees may not receive a QSI if he/she has previously received a Performance Award based in whole or in part for the same performance.

f. Management will provide the Union with the number of QSIs given during the year by the serviced organization.

## ARTICLE 16

### PERFORMANCE APPRAISAL SYSTEM

Section 1. **Policy and Purpose Statement.** Employees are entitled to an annual performance rating. The purpose of the Total Army Performance Evaluation System (TAPES) is to accomplish the following objectives:

a. Provide for periodic appraisals of job performance which are objective, fair and reasonable;

b. Provide a mechanism for appropriately recognizing and rewarding an employee's accomplishments in the execution of official duties;

c. Provide an opportunity for employee participation in establishing an employee's objectives or responsibilities, as appropriate;

d. Provide an employee with regular, informal feedback so as to keep the employee informed of what is expected of the employee, and advised as to whether or not the employee is meeting those expectations;

e. Provide sufficient information to an employee regarding the employee's current performance; and,

f. Where necessary and appropriate, provide assistance to the employee in improving the employee's performance and furthering individual development.



In accomplishing these objectives, Management shall ensure that the TAPES is applied in a fair, objective, and equitable manner and in conformance with applicable laws and regulations.

**Section 2. Performance Standards.**

a. Performance Standard means a statement of the expectations or requirements established by Management for a particular rating level. A performance standard may include, but is not limited to, such factors as technical competence, innovation/initiative, responsibility/accountability, working relationships, and communication. A performance standard will, to the maximum extent feasible, permit the accurate evaluation of the job performance on the basis of objective criteria related to the job in question for the employee or position.

b. A written performance standard will indicate the performance level for each objective or responsibility.

c. A performance standard should not address non-performance related matters.

**Section 3. Criteria for Establishing Performance Objectives or Responsibilities.** It shall be the responsibility of both the employee and the employee's rating supervisor to identify the employee's objectives or responsibilities for job performance. In identifying the objectives or responsibilities, due consideration shall be given to consistency with mission and function statements; Management goals and priorities; employee input; the employee's position description; and existing objectives or responsibilities; and any other relevant material.

**Section 4. Initiating Appraisal Periods and Performance Plans.**

a. An employee's rating supervisor shall be required to discuss the position description, the new or revised objectives, responsibilities, or performance levels with an employee no later than thirty (30) calendar days after the date the employee is assigned to a new supervisor, or the employee's position, duties, responsibilities or objectives undergo a significant change, or following the formal annual rating period. Team leaders may provide input on performance issues. The rating supervisor shall also be responsible for ensuring that the employee is provided a copy of the current position description and the applicable objectives or responsibilities.

b. After receiving the tentative objectives or

responsibilities from the employee, the rating supervisor will have a period normally not to exceed ten (10) workdays within which to examine and consider this material and to meet with the

employee to discuss these objectives or responsibilities. During this period, the employee, upon request, will be granted a reasonable amount of official time to consult with a Union steward concerning his/her objectives or responsibilities.

c. Management and the Union agree that an employee's official annual appraisal period begins when the rating supervisor provides the employee with an approved written support form or counseling check list for the employee's position.

**Section 5. Establishment of Performance Objectives and Responsibilities.**

a. The Union understands that the identification of and establishment of performance objectives is a management right. The parties understand and agree that Management will appropriately exercise that right when working with employees in identifying and establishing such objectives or responsibilities.

b. Management and the Union agree that any dispute arising as a result of a performance appraisal, or a matter directly related to performance appraisal, shall be handled in accordance with the negotiated grievance procedure established in Article 13 of this agreement. Unless an employee reasonably believes, and so alleges, that Management's establishment of performance standards is in violation of any applicable law, rule, or regulation, such establishment is not subject to review under any grievance or appeal procedures.

**Section 6. Annual Rating of Record.**

a. It shall be Management's responsibility to ensure that an employee's performance is rated at least once annually, and that the employee is given an annual rating of record. The rating of record shall be the summary rating completed at the end of the established rating period.

b. In addition to the annual rating of record, other summary ratings may be prepared. A special summary rating will be prepared when there is a significant change in the employee's performance plan as a result of a change of position, duties, program objectives or priorities, etc., if the employee has served for the minimum one-hundred and twenty (120) day appraisal period. A special summary rating must be prepared if the employee moves to a new organization. Employees will be provided a copy of all special summary ratings.

c. A reasonable period of observation shall be a requisite

condition for preparing a performance appraisal. The period may not be less than one-hundred and twenty (120) days.

d. Employees will only be evaluated on work for which they have been assigned.

e. The annual rating of record will be fully supported or explained on the rating form. Special summary ratings, or ratings given at the beginning and close of the Performance Improvement Plan (PIP), and other performance information on details and temporary promotions/reassignments for performance during the appraisal period will be taken into account in determining the next rating of record.

f. The rating supervisor will explain the Performance Plan and Rating, if the special rating or other information resulted in a change in the rating of record, and may record performance information in the narrative section for the pertinent objectives or responsibilities on the appraisal form, as appropriate.

Section 7. **Details.** On a detail of less than 120 days, the employee will be given a summary of achievements accomplished on the detail. When employees are detailed or temporarily promoted or reassigned, and the length of detail or temporary promotion or reassignment is expected to last 120 days or longer, the supervisor at the new assignment shall provide written objectives or responsibilities and performance standards to employees as soon as possible but no later than thirty (30) calendar days after the beginning of the detail or temporary promotion or reassignment. A copy of the ratings on objectives or responsibilities will be forwarded to the rating supervisor of the employee's permanent position and must be considered in assigning an employee's next rating of record. In the case of an extended period of detail, the rater of the position from which the ratee is detailed may either attach the special appraisal to the annual appraisal he/she prepares or, if the detail lasted for most of the rating period, adopt the special appraisal as the annual appraisal.

Section 8. **Overall Performance Ratings.** Each appraisal must conclude with a summary rating of the employee's overall performance. A rating will be assigned each performance appraisal consistent with current performance appraisal system procedures.

Section 9. **Feedback to Employees.**

a. The objective of the TAPES is met through regular, informal feedback, the midpoint progress review, and the annual performance appraisal. The informal feedback is intended to keep employees informed on how they are doing in their job

performance. Feedback is provided by frequent communication between the employee and the rating supervisor. For example, rating supervisors should periodically review the overall

performance and keep employees informed of their progress toward meeting performance standards. Performance review discussions should be held as often as needed to provide supervisors with the data to assess work progress. In the establishment or modification of performance standards, Management will solicit employee comments either verbally or in writing.

b. Periodic counseling sessions with employees will ensure timely identification of their strengths and weaknesses and help to avoid unexpected performance ratings at the end of the rating period.

Section 10. **Special Circumstances.** Performance appraisals must take into account factors or changes (personal or work related) which affect performance and are beyond the control of the employee.

Section 11. **Development of a Performance Rating.**

a. The preparation and formulation of an employee's performance rating shall be accomplished in accordance with DA Pamphlet 690-400, Chapter 4302. After the rating of record has been approved by the senior rater, a copy will be provided to the employee. Employees can attach comments to their rating of record up to thirty (30) days after final signing by the senior rater. The determination of the senior rater is final unless changed as a result of a grievance or complaint.

b. It is the responsibility of the rating supervisor to provide the annual rating of record within forty five (45) days of the end of the rating period. In the event that an employee does not receive an annual rating of record, the employee shall notify their senior rater, in writing, of the absence of such rating. The senior rater shall then be responsible for accomplishing the annual rating of record within fifteen (15) days of the written notification by the employee.

Section 12. **Rating Certification.**

a. The employee will acknowledge receipt of the rating by signing and dating the final, written appraisal. An employee's signature on the performance appraisal form shall not constitute agreement with the rating or indicate that the employee will not appeal the rating.

b. When the employee refuses to sign or acknowledge the appraisal, the unsigned summary rating becomes the rating of record. Management must state in writing the employee's refusal

to sign.

Section 13. **Unacceptable Performance.** Actions based on unacceptable performance are subject to procedural requirements contained in 5 U.S.C. 4303 and regulations issued by OPM, DOD, and the Department of the Army.

Section 14. **Reduction in Grade or Removal.**

a. An employee whose reduction-in-grade or removal is proposed under the requirements of 5 U.S.C. 4303 is entitled to:

(1) Thirty (30) days advance written notice of the proposed action which identifies:

(a) Specific instances of unacceptable performance by the employee on which the proposed action is based; and

(b) The objectives or responsibilities of the employee's position involved in each instance of unacceptable performance;

(2) Be represented by an attorney or representative;

(3) A reasonable time to answer orally and in writing;  
and

(4) A written decision which:

(a) In the case of a reduction-in-grade or removal, specifies the instances of unacceptable performance by the employee on which the reduction-in-grade or removal is based, and

(b) Unless proposed by the Chief of Staff, has been concurred in by an individual in a higher position than the one who proposed the action.

b. Management may extend the notice period under Section 14a(1) for not more than 30 days and may further extend the notice period with prior approval of the OPM.

c. Management's decision to retain, reduce in grade, or remove an employee shall be made within 30 days after the date of expiration of the notice period.

d. The written decision on a reduction in grade or removal will include information apprising an eligible employee of the employee's right to either appeal to the Merit Systems Protection Board or to file a grievance under the negotiated grievance procedure, but not both. If the Union was not the representative

of the employee during the proceedings in Section 14 and is now selected by the employee to be the representative in appealing the decision, the Union shall have the right to make an oral

presentation to the deciding official before the employee exercises the option of an appeal procedure.

## ARTICLE 17

### PERSONNEL FILES

Section 1. **Maintenance of OPF.** Management has determined that CPOC will maintain Official Personnel Folders (OPF's) for all employees in the bargaining unit.

#### Section 2. **Examination of OPF.**

a. Employees have the right to examine their OPF and make copies of appropriate materials.

b. An employee may authorize his/her designated representative to review and copy the employee's OPF. Such authorization must be in writing and must be submitted by the employee to the CPAC before the designated representative can examine the OPF.

c. The OPF is available for review only to officials who need information on which to base decisions affecting an employee or in the performance of their assigned functions as provided for in FPM Supplement 293-31.

d. The review of an OPF may be done only under the supervision of the appropriate personnelist.

#### Section 3. **OPF Access Record.**

a. The records, maintained by CPOC, indicating those who have requested and been given access to the employee's OPF, as required by personnel regulations and procedures, shall be made available to the employee.

b. The records, maintained by CPAC, indicating those who have requested and been given access to the employee's OPF, as required by personnel regulations and procedures, shall be made available to the employee.

Section 4. **Copies of Personnel Actions.** Employees shall receive a copy of all personnel actions entered into their OPF.

#### Section 5. **Access to Other Confidential Files.** Management

shall maintain all personnel records or files other than those kept in the OPF in strictest confidence, and in accordance with applicable rules and regulations. No unauthorized person shall

have access to such files without the express permission of the affected employee. Distribution of personnel actions and records shall be handled in strictest confidence to the greatest extent practicable.

Section 6. **Removal of Unofficial Material.** Employees may make a request to CPAC to have irrelevant or outdated materials removed from their personnel files.

## ARTICLE 18

### POSITION CLASSIFICATION

Section 1. **Accurate Position Descriptions.** Management shall be responsible for ensuring that the position description for each position accurately reflects the actual duties of the employee filling the position. Position/job descriptions will be written based upon the major duties, skills, and responsibilities assigned to the position/job by the responsible supervisor. Position descriptions will be reviewed periodically, but no less than every three (3) years, for accuracy and position classification.

Section 2. **Copy of Position Descriptions/Other Duties as Assigned.** Each employee will be furnished a current copy of his/her position/job description when: hired, promoted, reassigned to a different position, or when the position/job description is changed. For the purposes of this Agreement the phrase "other duties as assigned" relates to duties normally assigned to a position, and are of an incidental, infrequent, or emergency nature, so as to make it impractical to include the duties in the narrative portion of the job description. The phrase "other duties as assigned" shall not be used to avoid Management's responsibility to maintain accurate job descriptions. It is agreed these duties will normally be related to the occupational title. However, it is not intended that duties inconsistent with the general grade level of a job will be regularly assigned without action to review the job. Insofar as possible, supervisors will avoid assigning employees incidental duties that are inappropriate to their positions and qualifications.

Section 3. **Changes to Position Descriptions.** When position descriptions become inaccurate because of an accretion of duties, or because of reassignment or deletion of major duties from those in the current position description, Management shall amend the

position description within a reasonable time. An employee may at any time submit facts, materials, and/or evidence supporting a recommendation to the supervisor for reclassification of a job.

Bargaining unit employees may elect to have Union representation or assistance in discussing their position classification with Management and in reviewing classification standards that pertain to their position or grade. Management shall notify the Union of any significant change in duties which will affect the working conditions of bargaining unit employees.

Section 4. **Classification Appeal Rights.** An employee who believes that the title, series, or grade of his/her position is incorrect is encouraged to discuss the issue with his/her supervisor. If the employee desires that his/her title, series or grade be formally reconsidered, he/she may appeal either through the Department of Defense in accordance with applicable rules and regulations, or to the Office of Personnel Management (OPM). An employee who elects to go through the Department of Defense who is not satisfied with the internal reconsideration may appeal to OPM. A General Schedule (GS) employee who elects to go directly to OPM shall have no appeal rights through the Department of Defense.

Section 5. **Remedial Relief.** Pursuant to applicable laws and regulations, Management will provide appropriate remedial relief within a reasonable period, to any employee found to be inappropriately or improperly classified.

## ARTICLE 19

### REDUCTION-IN-FORCE (RIF) PROCEDURES

Section 1. **Definitions.** Reduction-In-Force. In accordance with 5 CFR 351, RIF procedures shall be followed when the agency releases a competing employee from his or her competitive level by: (1) furlough for more than thirty (30) days; (2) separation, demotion, or reassignment requiring displacement.

#### Section 2. **Policy.**

a. In accordance with 5 CFR 351.201(2), Management shall follow RIF procedures when it releases a competing employee from his or her competitive level by furlough for more than thirty (30) days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the 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 employee's competitive area and when the RIF will take effect within 180 days.

b. Management shall pursue all feasible alternative actions prior to implementing a Reduction in Force (RIF). Such actions may include, but are not limited to, restricting recruitment, meeting manpower or personnel ceiling limitations through attrition, reassigning employees in vacant positions, VSIP/VERA as authorized, and terminating limited appointments as necessary.

c. RIF procedures shall be conducted in accordance with statutory requirements, Office of Personnel Management (OPM), DoD and Army rules and regulations and this Agreement.

d. Management shall determine which position(s) will be affected. In making such determinations Management shall focus solely on positions, not individuals.

### Section 3. **Preliminary Notification.**

a. Management shall provide the Union preliminary notification of an anticipated RIF as soon as possible. Such notification shall include the following information:

- (1) The reason for the anticipated RIF or transfer of function;
- (2) The approximate number of bargaining unit positions that may be affected initially; and
- (3) The anticipated effective date of the RIF.

b. At the time the Union receives its preliminary notification of anticipated RIF, Management shall provide the Union with a list of all bargaining unit employees whose current annual ratings of record are overdue.

Section 4. **Union Notification.** Management shall provide written notification to the Union prior to implementation of a RIF. Notification shall include the information in subparagraphs a through h of this section. The Union shall be given the opportunity to bargain the impact and implementation of the RIF procedures as outlined in this article.

a. The approximate number of bargaining unit positions that may be affected;

b. The competitive areas and levels that may be involved;

- c. The effective date;
- d. The career series identified for reduction as appropriate;
- e. A list of all vacancies;

- f. A complete copy of the retention register, if available;
- g. Implementation Plan, if available; and
- h. Other available information included in Management's RIF notification to the Department of Army.

**Section 5. Employee Notification.**

- a. In accordance with 5 CFR 351, all affected employees will be given a specific notice in writing no less than sixty (60) calendar days prior to the effective date of the RIF. The notice period begins the day after the employee receives the notice.
- b. When the RIF is caused by circumstances not reasonably foreseeable, a request for a notice period of less than sixty (60) calendar days but at least thirty (30) calendar days before the effective date of release may be approved by appropriate authorities.

**Section 6. Retention Registers.**

- a. The retention standing shall be calculated for bargaining unit employees in accordance with 5 CFR 351. Management shall certify the accuracy of the retention register which shall be used to conduct a RIF. A copy of the initial retention register for bargaining unit members shall be provided to the Union President upon receipt by CPAC. Performance appraisals will be frozen for all employees competing in a RIF on a uniform date which shall be no less than thirty (30) calendar days prior to the issuance of the notice.
- b. A copy of the final retention register for bargaining unit members, reflecting all changes, moves, separations, etc., shall be provided to the Union President within five (5) working days of receipt by CPAC.
- c. An employee affected by a RIF has the right to review the retention register pertaining to the RIF and to see a copy of appropriate regulations.

**Section 7. Competitive Levels for Positions in the Bargaining Unit.**

- a. The criteria governing the competitive levels shall be those outlined in 5 CFR 351.
- b. When employees affected by a RIF are in the same

competitive level with the same length of Federal service, as augmented by performance credit, and the same subgroup, ties will be broken in the following order: (1) Length of service in USACE;

and (2) Time at the current grade.

**Section 8. Out-placement Services.**

a. Where employees are eligible, Management shall offer affected employees retraining in order to enable such employees to qualify for continuing positions.

b. Management and the Union shall apprise eligible affected employees of available out placement programs, counseling services, and other services. The Union shall encourage its members to take full advantage of all services available to them. In addition, Management shall coordinate with State Employment Services to determine whether any of the affected employees may be eligible for training at Government expense, and if so, shall inform employees of how to apply for training.

**Section 9. Priority Placement Program (PPP).** All eligible career or career-conditional employees shall be registered in the Priority Placement Program, and such employees shall be given priority consideration for rehiring in temporary and permanent positions for which they are qualified in accordance with PPP procedures.

ARTICLE 20

TRAINING AND CAREER DEVELOPMENT

**Section 1. General.** Management and the Union agree that employees should be afforded the opportunity to develop their careers to the fullest extent possible within mission and budgetary requirements.

**Section 2. Responsibilities.** It shall be the responsibility of Management to apprise HQUSACE employees of available training opportunities. The Union shall encourage its members to take advantage of training opportunities and opportunities for self-development. Employees are responsible for informing their supervisor of their training needs and their desire for advancement through training. All proposed and completed training will be recorded on the employee's Individual Development Plan (IDP).

**Section 3. Formal, Informal, On-the-Job Training.** Management recognizes its responsibility to provide training opportunities consistent with identified needs and available

funds; to assure that employees receive both formal and informal training designed to improve performance in current assignments; to develop the required ability and skills to use approved

methods and facilities; to acquire the skills and knowledge necessary for continued growth and career development; and to encourage self-improvement and self-development. Training opportunities will be provided impartially and without regard to race, color, sex, national origin, physical or mental handicap, or age. Management shall, to the extent practicable, provide employee on-the-job cross training. Management shall be responsible for training costs for an employee when such training is needed by the employee in connection with the performance of officially assigned duties.

Section 4. **Information.** Upon request, Management will provide the Union with available information regarding what training opportunities exist for employees. The Union may submit recommendations relative to training programs to the Chief, Civilian Personnel Advisory Center. This will not, however, preclude the Union from presenting its views through other channels.

Section 5. **Technological Changes.** In cases where automation or technological changes do away with various jobs or positions, Management, to the extent consistent with manpower requirements, will make a reasonable effort to reassign affected employees. This may include retraining such employees for reassignment, where necessary, provided funds are available. When the impact of pending changes in function, organization, and mission is available, it shall be the responsibility of Management to provide opportunities for the retraining of employees involved. As determined appropriate and allowable under regulation, Management may waive qualification requirements to enter into training program agreements in an effort to place employees in lines of work where their services can be utilized. Management will provide for the additional training required due to technological changes.

Section 6. **Reimbursement for Training on Employees Time.** Where appropriate, Management may consider reimbursing tuition costs and other fees incurred by an employee in attending a work related course on his/her own time. Approval of reimbursement shall be in accordance with applicable laws, regulations, and policies.

Section 7. **Formal Training.** When a limited number of spaces are available for formal training given solely to prepare employees for advancement and required for promotion, merit promotion procedures shall be followed in selecting career and career-conditional employees for the training. Army career programs are an exception to the provisions of this Section.

Supervisors will identify those situations in the specific work environment that training can aid in achieving defined objectives and goals of Management. Immediate supervisors will discuss

available training programs with the employees who would normally be eligible for such training.

## ARTICLE 21

### WORKER'S COMPENSATION PROGRAM (WCP)

Section 1. **Responsibility.** It is the employee's responsibility to report all job-related injuries to the supervisor immediately regardless of how minor the injury. The supervisor will arrange to send, escort, or have the injured employee transported to the health clinic. Management will provide the appropriate forms and instructions to the employee no later than 48 hours after the report of injury. The employee will provide for the timely submission of all information pertinent to the injury. Supervisors will promptly acknowledge receipt of the injury form submitted by the employee. If an employee is unable to complete the form, Management will provide appropriate assistance.

Section 2. **Information.** Management agrees to provide information to employees in regard to their rights and benefits under the Federal Employees Compensation Act through such means as handouts, brochures, and instruction sheet attached to the form CA-1. An employee who receives a disabling job-related traumatic injury may be entitled to continuation of pay (COP) for the period of the disability not to exceed 45 calendar days unless the claim is controverted. Questions regarding COP may be directed to either the supervisor or the CPAC.

#### Section 3. **Examination, Evaluation, Treatment.**

a. The employee may elect to receive the necessary treatment within the health clinic or go to a physician of his/her choice within the limits imposed by WCP rules and regulations. The employee will be released if he/she desires to go to his/her own physician.

b. Management agrees to assist the employee in contacting appropriate WCP authorities in an effort to expedite payment of claims.

c. If the compensable injury is reactivated during the period ending not later than six (6) months after the employee returns to duty and Management authorizes a medical examination in connection therewith, the absence for such examination shall

be administratively excused and not charged to leave.

Section 4. **Review Completed Forms.** Upon request, employees will be allowed to review completed injury forms and will be allowed to have a Union representative designated in writing to review same.

Section 5. **Timeliness of Claims.** In accordance with the applicable provisions of OPM Operating Manual, CA 810, Injury Compensation, the parties agree that reasonable efforts should be made to meet the time limits prescribed for filing forms, providing medical information, etc., so that an employee's claim is not unduly delayed.

Section 6. **Copy of Completed Forms to Employee.** Management agrees to provide a copy of completed injury forms to the employee.

### **III. WORK POLICIES**

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## ARTICLE 22

### HOURS OF WORK

Section 1. **Alternative Work Schedules.** Management recognizes the availability of programs allowing alternative work schedules and alternative work sites as provided for in Army Regulation (AR) 690-990-2, U.S. Army Corps of Engineers OM 600-1-2, and Federal Personnel Manual (FPM) Letter 368-1, including flexible or compressed work schedules and alternate work sites. Management agrees to allow utilization of such programs by unit members to the maximum extent possible consistent with Management needs to ensure mission accomplishment.

a. **Exclusion from Program.** Supervisors may limit participation in these programs by excluding work units or categories of employees from participation, by electing not to use certain features of the programs, or by tailoring options. A Directorate or independent office within HQUSACE may opt out of participation in alternative work schedules by obtaining an exception to the policy stated in OM 600-1-2. Requests for such exception must be submitted to the Chief of Staff, U.S. Army Corps of Engineers, for approval.

b. **New Proposals.** Upon presentation from the Union of a compressed work schedule proposal not covered in AR 690-990-2 or OM 600-1-2, Management agrees to meet and confer concerning the Union's proposal, evaluate the proposal, and implement trial programs if the results of that evaluation indicate the proposal is feasible. Evaluation of proposals, trial programs, and final determination on implementation will be based on factors outlined in applicable regulations.

c. **Standard Work Week.** Normally, the standard work week is a seven (7) calendar day period commencing at 0001 Sunday and ending at 2400 hours on the following Saturday. The standard work week shall normally consist of five (5) eight (8) hour days, Monday through Friday, inclusive. Management will schedule the work week of all employees within the standard work week to permit two (2) consecutive days off, except for emergencies, to meet operational requirements and authorized manpower limitations.

Section 2. **Standard Work Day and Lunch Period.** The standard work day shall consist of eight (8) hours, plus a non-paid lunch period for all employees. Approved lunch periods are outlined in

AR 690-990-2, Book 610. Where lunch periods are staggered due to a need for continuous hours of operations during the work day, the assignment of scheduled lunch periods will normally be in

accordance with the employees' desires. Conflicts which cannot be resolved otherwise will be resolved using employees' service computation dates except when operational necessities dictate otherwise.

Section 3. **Coordination of Work Week/Day Changes.** With the exception of emergencies, Management must notify the Union of any proposed changes by Management to HQUSACE approved alternative work schedules up to four weeks in advance of implementation of the proposed change. Such notification must be in writing and in accordance with applicable rules and regulations. The Union shall have up to two weeks after the date of receipt of such notification to respond to Management's proposal. The Union must submit its response to Management in writing. In the event of substantive differences between Management and the Union relating to Management's proposed changes, Management and the Union agree to enter into good faith negotiations in an effort to resolve the differences; however, the Union recognizes Management's responsibility to ensure successful mission accomplishment.

Section 4. **Scheduling.** Employees will have their work properly scheduled and will receive premium pay under appropriate circumstances.

Section 5. **Rescheduled Work and Premium Pay.** Hours of work which are rescheduled prior to the beginning of an administrative work week are considered part of a regularly scheduled administrative work week. Employees who perform night, Sunday, or holiday work rescheduled under those circumstances are entitled to appropriate premium pay.

## ARTICLE 23

### OVERTIME

Section 1. **Definition of Overtime.** Overtime is that work time in excess of 8 hours in a day or 40 hours in a week that is specifically approved as overtime by management. In computing overtime compensation, the time worked will be considered in quarter-hour multiples. Employees working an approved variable work schedule are eligible for overtime.

Section 2. **Assignment of Overtime.** It shall be the policy of Management to assign overtime work to qualified employees. Employees may be released from overtime assignments for a good cause if another qualified employee is available for the

assignment. However, an employee may be required to work overtime in circumstances where mission accomplishment requires such overtime work.

Section 3. **Overtime Records.** Suitable records of overtime work assignments will be maintained by management.

Section 4. **Overtime Rate.** Classification Act Employees whose basic rate of compensation does not exceed the maximum rate for grade GS-10 will not be required to take compensatory time off in lieu of overtime pay unless they request it.

Section 5. **Continuation of Regular Shift.** For work in excess of 8 hours that is a continuation of a regular shift, either at the start or at the end of the shift, the employee shall receive overtime pay for the actual time worked.

Section 6. **No Overtime Work Below Grade Level.** Qualified employees will normally be assigned duties at their grade levels for overtime work.

Section 7. **Planned Overtime Hours.** When work is planned in advance to be performed on an overtime basis on a day other than the basic work week, Management agrees to make reasonable effort to plan the size of the work force so as to provide at least four (4) hours of work for each employee. Where the services of each employee are not required for this period of time, such overtime will be paid in accordance with applicable regulations.

Section 8. **Advance Notice.** Management agrees to provide the employee with as much advance notice as possible of overtime assignments (but not less than 1 full day's notice) when overtime assignments are planned or anticipated. The provisions of this Section do not apply to unusual emergencies when circumstances demand immediate action for protection of life or Government-owned property.

Section 9. **Return to Work.** Irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him/her or for which he/she is required to return to his/her place of employment, is considered at least two (2) hours in duration for the purpose of overtime compensation, whether or not work is performed. When an employee following a regularly scheduled tour of duty performs unscheduled overtime work or when early reporting for duty merges with and continues into a regularly scheduled tour of duty for the day, the employee is not entitled to the two (2) hour minimum callback overtime provision. After he/she reports to work, the employee will be

promptly excused as soon as Management determines that his/her services are no longer required.

Section 10. **Annual Leave.** An employee will not be requested to forego his/her scheduled annual leave to prevent the payment of overtime except in cases of emergency.

Section 11. **Available Options in Lieu of Overtime.** When an organizational unit is experiencing consistent and prolonged periods of overtime, Management will consider appropriate staffing options, such as, details, reassignments, recruitment actions, in lieu of overtime.

## ARTICLE 24

### HOLIDAYS

Section 1. **Federal Holidays.** An employee shall be entitled to all holidays now prescribed by law and any that may be later added by law, and all holidays designated by Executive Order shall normally be observed as regular holidays.

Section 2. **Holiday Pay.** Employees working on a holiday within their basic workweek will receive the same pay as they would normally receive, plus a day's pay they are normally entitled to for the holiday. Management may, upon request of a unit employee, relieve that employee from holiday assignment if the employee's reason is valid and there is another unit employee of the same classification and grade available who agrees to work on the holiday and would not have to be paid overtime for the assignment.

Section 3. **Shift Differential.** Employees shall receive eight (8) hours pay at their regular hourly rate plus any appropriate shift differential on all days defined as holidays on which they are not required to work.

Section 4. **Holiday Benefits.** Those employees whose services are not required on holidays may be excused from work without charge to leave and will be entitled to holiday benefits in accordance with applicable regulations.

## ARTICLE 25

### ANNUAL LEAVE

Section 1. **Definition.** The use of earned annual leave is the right of each employee. Management and the Union acknowledge that scheduling of annual leave shall be based on the needs of HQUSACE in accomplishing the mission of the agency. Management and the Union agree that it shall be the responsibility of the supervisor and the employee to schedule annual leave in such a manner so as to avoid potential forfeiture of such leave to the maximum extent possible.

Section 2. **Leave for Short Periods.** Requests for annual leave for short periods will be accepted at any time and will be approved subject to the requirements of workload. Approval of sick and emergency leaves are excluded from this Section.

Section 3. **Transfer Between Organizations.** In case of transfer of an employee from one organizational unit to another, previously scheduled annual leave for vacation purposes shall be discussed between the new supervisor and the employee for confirmation or re-scheduling as necessary.

Section 4. **Advance of Leave.** Management will consider any written request by an employee for advance of annual leave up to an amount that can be earned by the end of the current leave year.

Section 5. **Leave for Religious Holidays.** Any employee applying for leave on a workday which occurs on a religious holiday associated with the religious faith of the employee will be granted such leave if workload permits.

Section 6. **Leave for Death or Grave Illness.** In case of death or grave illness of a family member, an employee may request annual leave, sick leave, leave without pay, or any combination thereof, as provided for in applicable federal laws and regulations and in accordance with Section 11 of Article 28 of this agreement. If the employee does not have annual leave to their credit, Management may advance the employee the necessary leave upon their request, but not in an amount to exceed that which the employee would accrue during the leave year. Employee leave requests which are approved under this section shall be for a reasonable amount of time to include time for employee to travel to and from their destination and to attend to matters in connection with the gravely ill or deceased person.



Section 7. **Forfeiture and Restoration of Annual Leave.**

Unused accrued annual leave in excess of 240 hours (360 hours where applicable) will be forfeited at the end of the leave year. Forfeited annual leave may be restored if:

a. The leave has been requested by the employee in writing before the beginning of the third pay period before the end of the leave year;

b. It is approved by the supervisor in writing and;

c. It cannot be rescheduled during the remainder of the leave year.

Section 8. **Requests for Annual Leave.** Except in the case of an emergency, annual leave must be requested in advance. Management's decision to grant or deny a request for annual leave or to cancel approval of such a request shall be based solely on workload considerations directly related to mission requirements. At the request of the affected employee, Management shall discuss the reason(s) for denying a request for annual leave or for canceling an approved annual leave request. It is the responsibility of Management, in consultation with the employee, to reschedule the use of annual leave for which a request has been denied or for which approval of a request has been canceled due to workload considerations and to ensure that the leave shall not be forfeited.

ARTICLE 26

SICK LEAVE

Section 1. **Use of Sick Leave.**

a. Management shall approve the use of sick leave for an employee when such employee is incapacitated from the performance of his/her duties due to sickness, injury, pregnancy, or confinement, or for medical, dental, or optical examination or treatment.

b. Management shall approve the use of sick leave for an employee to attend to the medical need of a family member as provided for in Section 11 of Article 28 of this agreement.

Section 2. **Responsibility to Notify Supervisor.** It is the responsibility of the employee to notify his/her immediate

supervisor or the supervisor's designee of the employee's unscheduled absence due to illness or other medical emergency as soon as possible, normally not later than two hours after the

usual and customary work arrival time for such employee, unless the employee is incapacitated. Requests for approval of sick leave for non-emergency medical, dental, or optical examinations or treatments shall be submitted as much in advance as possible on OPM Form SF 71.

Section 3. **Medical Certificate Requirements.** Management may require a medical certificate from an employee with an absence charged to sick leave in excess of three working days. A signed OPM Form SF 71 or medical provider's statement furnished by the employee constitutes sufficient medical certification.

Section 4. **Improper Use.** Management and the Union recognize the insurance value of sick leave and agree that conservation of sick leave is important so that it will be available in the event of extended illness or other medical emergency. Therefore, Management and the Union agree to work together to aid in eliminating unwarranted or improper use of sick leave.

Section 5. **Leave Restriction.**

a. In those cases where Management has sound reason to believe that an employee is abusing sick leave, Management is encouraged to counsel the employee concerning such abuse. Abuse of sick leave shall not be determined solely on the basis of leave balance. In the event that a leave restriction is issued, the employee shall be notified in writing of such leave restriction. The written notice of leave restriction shall include language stating that subsequent sick leave absences must be supported by a medical certificate which states the period of medical care and certifies, from a medical standpoint, that the employee's condition during the absence was such that the doctor or authorized practitioner considered the employee incapacitated for work.

b. All written notices of sick leave restrictions shall describe the frequency, pattern, and circumstances which led to the issuance.

c. The notice shall be reviewed by the supervisor at the end of the notice period, not to exceed six (6) months, and shall be canceled if there is not just and sufficient cause to continue the leave restriction.

Section 6. **Release From Duty/Medical Certificate.** Employees not on leave restriction who must be released from duty because of illness shall not be required to furnish a medical certificate to substantiate sick leave for the day released from duty;

however, procedures governing succeeding days of absence charged to sick leave in excess of three working days shall be the same as those in Section 3 of this Article.

Section 7. **Advancing Sick Leave.** An employee may request an advance of unearned sick leave in case of serious illness or disability. Management may advance up to 240 hours of sick leave, in accordance with applicable statutes and regulations. The Union, when designated by the affected employee as his/her representative, will be notified, upon request, of the reasons Management feels that such advance of sick leave is not warranted in a particular case.

## ARTICLE 27

### LEAVE WITHOUT PAY (LWOP)

Section 1. **Definition.** Leave without pay is a temporary non-pay status and absence from duty approved upon the employee's request. LWOP is distinguished from AWOL by its permissive nature and approval. LWOP is normally granted to protect an employee's employment status during extended absences. Except in the case of adverse or disciplinary action, as provided for in Article 10, an employee will not be placed on LWOP without an employee's previous written request and supervisory approval until all other forms of leave available to that employee have been exhausted. Examples of such situations are:

- a. To seek other Federal employment when head of household (e.g. military spouse) is transferred.
- b. For an extended educational sabbatical.
- c. Pending a decision by the Office of Personnel Management on an application for disability retirement.

Section 2. **Procedures for Requesting Leave Without Pay.** Any request for leave without pay must be in writing and must be submitted in accordance with applicable laws and regulations. In considering any request for LWOP, Management shall take into account whether or not approval of the request will adversely impact the work load of the employing activity. Management will not unrealistically deny a request for leave without pay. Except for exigent circumstances Management will not approve a request for LWOP in excess of one year.

Section 3. **Approving Leave Without Pay.** Unless a local

policy prohibits approval, LWOP may be granted whether or not the employee has accrued annual leave. Leave without pay should be approved when it is expected that the employee will return to duty and that at least one of the following benefits will result:

- a. Increased job ability.
- b. Protection or improvement of employee's health.
- c. Retention of an employee.
- d. Support of best interests of the Government.

Section 4. **Benefits During LWOP.** Employees in leave without pay status shall accrue all rights and privileges with respect to retirement status and appropriate coverage under the Group Life Insurance and Federal Employee's Health Benefits Program to which such employees may be entitled.

Section 5. **LWOP and Formal Education.** Provisions for leave without pay for formal education purposes shall be in conformance with Federal Personnel Manual Supplement 990-2 Book 630, and other applicable regulations.

Section 6. **Employees on Leave With Regard to Union Business.** A Union representative may also request leave without pay for the purpose of taking a full or part-time position with the AFGE, provided the Local President of the Union submits a written notification to Management of the member's election or appointment to such position.

## ARTICLE 28

### OTHER LEAVE

#### Section 1. **Emergency Dismissal and Closure Procedures.**

a. Management will consider granting excused absence during emergency situations. Such situations may include, but are not limited to: extreme weather conditions; disaster such as fire, flood, hurricane, other natural phenomena; or terrorist and other anti-government activities against the federal government or its workforce. Management will excuse as many employees as possible, consistent with essential work requirements.

b. In emergency situations, an employee's normal work arrival or departure times will be adjusted in accordance with applicable OPM policy.

c. An employee who is in an approved leave status will not

be charged for that leave during a period of time when the Agency is closed due to an emergency.

d. An employee may leave before the official departure time in the case of an early dismissal with the approval of the employee's supervisor. Such an employee shall be charged annual leave for the period of time remaining until official departure time. If annual leave is not available, the employee may use accrued compensatory time or credit hours. If the employee has no accrued compensatory time or credit hours, the employee shall be in a leave without pay status.

Section 2. **Authorized Civil Activities.** Management will grant excused absence to the extent authorized by and in accordance with appropriate regulations for participation in authorized civil activities (i.e., Armed Forces medical examinations, emergency rescue, or protective work, military funerals, and civil defense activities).

Section 3. **Jury Duty/Court Leave.**

a. If an employee is summoned for jury duty or jury qualification or as a witness in a non-official capacity in a judicial proceeding on behalf of a State, or local government, or on behalf of a private party when a party is the Federal, State, or local government, he/she shall be paid at his/her appropriate rate for time required from his/her normal work schedule to perform such duties and charged court leave for such time. When testifying on behalf of the U.S. Government, or on behalf of a State, or local government, or private party in an official capacity, the employee will be considered to be in an official duty status and entitled to regular compensation without regard to any entitlement to court leave.

b. Such time shall be limited to the time necessary, not to exceed eight (8) hours per day. A night shift employee who performs jury duty during the day will be granted court leave for his regularly scheduled night tour of duty and is entitled to the night differential while he/she is serving as a juror. Any funds collected by the employee from the court while he/she is serving as a witness or juror may be retained by the employee as permitted by law. When an employee is called for court duty, he/she shall promptly notify Management so that arrangements may be made for his/her absence. Annual leave may not be substituted for court leave. Management may request satisfactory evidence of the time served on such duty.

Section 4. **Court Duty and Return to Work.** If an employee is excused from court duty for one (1) day or a substantial part of a day, he/she is expected to return to duty unless this would be impractical. In those cases where an employee is excused for

court duty for one (1) day or for a substantial part of a day, the employee will phone his/her supervisor who will determine whether or not the employee will be required to return to work.

In making such determination, the supervisor will take into consideration the amount of time remaining in the workday; special need for the employee's services; the distance involved; and the type of transportation available. An employee will not be required to return to work if one (1) hour or less of the workday remains.

Section 5. **Voting.** Employees scheduled to work on an election day who are eligible to vote in such election shall upon request be granted the minimum amount of excused absence necessary to provide the employee time to travel to the polls and vote. As a general rule, where the polls are not open at least three hours before or after an employee's regular hours of work, he/she will be granted an amount of excused absence which will permit him/her to report for work three hours after the polls open or leave work three hours before the polls close, whichever requires the lesser amount of time off. In the case of employees on flexitime, the above general rule is applied to hours of work that were in force prior to implementation of flexitime.

Section 6. **Registration to Vote.** For employees who vote in jurisdictions which require registration in person, excused absence to register will be granted on the same basis as for voting, except that no time shall be granted if registration can be accomplished on a non-workday.

Section 7. **Donation of Blood.** Employees who, without pay or compensation, volunteer as donors to blood banks or to needy individuals will be excused from work subject to workload requirements without charge to leave or loss of pay for a period of time up to four (4) hours for the time necessary to donate the blood, for recuperation following blood donation and for necessary travel to and from the donation site.

Section 8. **Military Leave.** Any employee who is a member of the National Guard or a Reserve component of the Armed Forces shall be entitled to military leave as provided for in 5 U.S.C. 6323, as amended, and implementing regulations. Approval of the military leave provided in the foregoing shall be based on the copy of the orders directing the employee to active duty and certification of attendance by an appropriate military authority. In addition, employees who are called for a period of training or a period of active duty beyond those provided for in the above may be granted annual leave or LWOP, pursuant to appropriate regulations. Any employee contemplating the use of military leave shall advise Management as soon as possible of the anticipated dates of such leave.

Section 9. **Tardiness and Brief Absences.** Brief absences from duty of less than one (1) hour and occasional tardiness up to one (1) hour may be excused at the discretion of the supervisor.

Section 10. **Absence Without Official Leave (AWOL)**

a. Absence Without Official Leave (AWOL) is an absence that has not been approved by the supervisor and results in no pay for the time absent. It constitutes a violation of the leave benefits provisions outlined in applicable regulations.

b. Recording an absence as AWOL is not a disciplinary action. It does not mean that the employee had insufficient reason for requesting leave, but rather the employee's presence is required at work, and the reason for requesting leave is one for which approval is not mandatory. On the other hand, failure to request leave according to established procedures, or failure to honor a valid denial of a leave request, may be used as the basis for taking disciplinary/adverse action.

Section 11. **Leave for Parental and Family Responsibilities.**

a. Management and the Union recognize that being a member of a family carries with it certain responsibilities that cannot be ignored, or, in some instances, postponed. Management and the Union also recognize that prolonged or unscheduled absences can have a detrimental impact on mission accomplishment. Management and the Union further agree that the guidelines set forth in the subsequent paragraphs shall be followed to the maximum extent practicable in requesting leave for carrying out parental and family leave responsibilities and in approving such requests.

b. An employee should request leave as far in advance as possible, particularly if the absence is to be prolonged.

c. Leave for carrying out parental and family responsibilities may consist of appropriate combinations of annual leave, sick leave and leave without pay. Employees are entitled to request sick leave to attend to the medical needs of a family member as provided for in applicable federal laws and regulations, including the Family and Medical Leave Act and Family Friendly Leave Act. Sick and annual leave may also be advanced to employees. Individuals requiring an extended absence from work as a result of complications associated with pregnancy and/or child birth may also be eligible for participation in an established leave donor program.

Section 12. **Voluntary Leave Transfer Program.** Management and the Union recognize the existence of the Voluntary Leave Transfer Program and agree to encourage the effective utilization of the program in accordance with applicable laws and regulations. This program permits employees to donate accrued annual leave to other employees who have insufficient leave available to cover absences from work because of a medical emergency involving the employee or a family member.

Section 13. **Lapse of Appropriations.** Leave used by an employee to avoid the possibility of a gap in pay due to a lapse in agency appropriations shall be restored in accordance with applicable statutory and regulatory provisions.

## **IV. WORK PRACTICES**

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## ARTICLE 29

### ARMY IDEAS FOR EXCELLENCE PROGRAM (AIEP)

Section 1. **Definition.** In accordance with AR 5-17 all employees are encouraged by Management to participate in the Army Ideas for Excellence Program (AIEP). The Union will encourage bargaining unit employees to participate in the AIEP. Management will act in a fair and equitable manner in approving awards for the AIEP.

Section 2. **Receipt.** Suggestions should be submitted to the AIEP Program Manager on suggestion form, DA Form 1045. The Program Manager will provide the suggestor with a signed and dated receipt.

Section 3. **Acceptance.** Notification of acceptance will include whether or not the suggestion is appropriate for acceptance into the AIEP and what organization has been assigned as the evaluator. Those suggestions not accepted into the system will be returned to the employee with reason(s) for ineligibility.

Section 4. **Evaluation Completion Time.** Receipt, evaluation, and disposition (approve, disapprove, return, forward) of suggestions should take no more than a total of thirty (30) calendar days at each command level. In cases where savings must be validated by an external agency, another thirty (30) days is allotted.

Section 5. **Award.** An adopted suggestion is eligible for a cash award when the suggestion is approved for testing or approved for partial or total implementation. A suggestion may have tangible or intangible benefits, or a combination of both. The suggestor will be paid an award commensurate with both tangible and intangible benefits realized. Suggestions with intangible benefits of limited value should be recognized and will be estimated on the basis of judgement rather than precise facts or calculations. Tangible and intangible award amounts will be recommended as provided for in AR 5-17.

Section 6. **Payment of Award.** The organization to which the suggestor is assigned will approve payment and pay the award. The Program Manager is responsible for notifying the suggestor's organization to arrange for payment of the award. When payment of an award is authorized after an individual has separated from HQUSACE, efforts will be made to reach him/her at the last known

address.

Section 7. **Disapproval/Reconsideration.** Management has determined that ideas not recommended for adoption by the evaluator will be returned to the AIEP Program Manager via evaluation form, DA Form 2440, signed by the Chief of Staff. In the event a rejected suggestion is implemented within a two (2) year period of the rejection date, the suggestion will be reconsidered and a proper award made. An employee may request reconsideration of a rejected suggestion in accordance with applicable laws and regulations.

## ARTICLE 30

### CONTRACTING OUT

Section 1. **Notification of Union.** Management acknowledges the opportunity for the Union to fully participate in the development of supporting documents and proposals for contracting out. Management shall confer openly and fully with the Union regarding any management efficiency review or A-76 review of its in-house organization or function, or consideration of contracting out of a new or revised function, regardless of the size of said function in order to enhance employee participation. The Union may participate in the contracting out process in accordance with appropriate OMB A-76 guidance. Management agrees to notify the Union of Management's decision to conduct any management review, study, or direct to contract action, that could affect bargaining unit employees within twenty five (25) working days of initiation of the study or preparation of the performance work statement (PWS).

a. Upon request, the Union shall be furnished dates and times of pre-bid and bid opening conferences and shall have the right to be in attendance at the bid opening conferences if such conferences are open to the public.

b. After bid opening and before contract award, the Union may request specific data in writing concerning the in-house estimate of costs of the work to be performed. The Union will be given fifteen (15) working days to review and comment on the in-house estimate in accordance with applicable OMB A-76 guidance and Army regulation.

c. Management will consider and respond to all comments of the Union within fifteen (15) working days.

Section 2. **Appeal Rights.** Management decisions resulting

from cost comparisons may be appealed by the Union in accordance with appeals procedures of the Agency and OMB Circular A-76. Management shall make all relevant documents available for review

as part of the administrative appeal process. This documentation shall include, at a minimum, the in-house cost estimate, with detailed supporting data, the completed cost comparison form itself, and the management plan.

Section 3. **Confidentiality.** Both parties agree to protect the confidentiality of information pertaining to contracting out (e.g. bid information, solicitations, Government cost estimates, performance work statements, specifications, etc.) in accordance with governing laws and regulations.

Section 4. **Minimizing Effect on Displaced Employees.** When Management determines that unit work will be contracted out, Management will meet and negotiate with the Union concerning the effect on bargaining unit employees. Management agrees to consider actions (such as reassignment, realignment, retraining, or other appropriate actions, etc.) to minimize displacement of affected employees in accordance with applicable laws and regulations.

#### ARTICLE 31

##### INPUT TO NEWS LETTER

Section 1. **Input to the HQUSACE Newsletter.** Information of mutual interest to both Management and employees may be considered for publication in the HQUSACE Internal News Briefs. Such information may be submitted to the Office of Public Affairs in a timely manner in order to meet publication deadlines.

Section 2. **Input to the Union Newsletter.** Information of mutual interest to both Management and employees may be considered for publication in the Union Newsletter. Such information may be submitted to the Union President in a timely manner in order to meet publication deadlines.

#### ARTICLE 32

##### NEW EMPLOYEE ORIENTATION

Section 1. **New Employee Orientation.** As provided for in Article 6 of this Agreement, each new employee shall be given an orientation briefing by the employee's supervisor. As a part of that briefing, the supervisor shall be responsible for ensuring

that the new employee is provided sufficient information regarding job requirements and performance expectations.

Section 2. **Union Material.** Management shall notify the Union of new bargaining unit employees. The Union shall be given up to ten (10) minutes to address the new bargaining unit employees during the in-processing of such employees. The Union shall have the right to provide such employees a package of material prepared by the Union containing all relevant information about Local 4055 which the Union determines to be necessary. Consistent with Article 7, Section 5 of this Agreement, solicitation of membership or dues and other internal business of the Union shall be conducted during the non-duty hours of the employees concerned.

Section 3. **Command Orientation Briefing.** Management will notify the Union President when a Command Orientation Briefing is scheduled. As a part of the Command Orientation Briefing the Union President or his/her designee will be provided a sufficient amount of time, normally up to 10 minutes, to address bargaining unit employees.

## ARTICLE 33

### PERIODIC REPORTS

Section 1. **Monthly Report.** Management agrees to provide the Union a printed copy of the HQUSACE Manpower Manning Document (MMD). This document shall be provided on a monthly basis and shall be for information purposes only.

Section 2. **Vacancy Announcements.** Management agrees to provide the Union a copy of all vacancy announcements in a timely manner.

Section 3. **Annual Report.** Management agrees to provide the Union a listing of performance appraisals of bargaining unit employees which are more than thirty (30) working days late after the final due date to the Civilian Personnel Advisory Center (CPAC), except in cases where extensions have been granted by CPAC. The listing will include name, position, title, grade, series, and Directorate or separate office.



## ARTICLE 34

### SAFETY & HEALTH

Section 1. **Policy.** Management shall make every effort to provide and maintain safe working conditions and the Union will cooperate to that end and encourage employees to work in a safe manner. Work practices and conditions will be in keeping with applicable laws, policies, and regulations pertaining to health and safety.

Section 2. **Reporting of Hazards.** The Union, Management, and employees will make every reasonable effort to prevent accidents of any kind. Should accidents occur, however, a prime consideration will be the care and comfort of injured personnel. Employees are responsible for immediately reporting hazards, unsafe working conditions, and violations of safety practices to their immediate supervisors.

Section 3. **HQUSACE Safety Advisory Council.** Management shall establish a HQUSACE Safety and Health Advisory Council in accordance with applicable rules and regulations. Membership on the committee shall include a representative from the AFGE Local 4055.

Section 4. **Hazardous Work Areas.** No employee shall be required to work in areas where conditions exist which have been determined by proper authority to be detrimental to health or safety unless such conditions are an inherent part of the work to be performed and required protective measures are being observed. Management will take such precautions as are necessary to assure that such conditions are removed, remedied, or kept to an absolute minimum. Employees will be required to conform to the safety requirements imposed by Management.

Section 5. **Safety Criteria.** Where applicable safety criteria are not provided to cover existing hazards known to Management, Management will take action to establish safety criteria to overcome the hazard. It is the responsibility of the employee to report any job-connected injury, disease, or illness regardless of severity to the employee's supervisor as soon as possible. The employee and the supervisor shall cooperate in completing Form CA-1, Federal Employees Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, or Form CA-2, Federal Employees Notice of Occupational Disease and Claim for Compensation. These forms will be completed in accordance with the time frame established in applicable regulations

(usually not later than 48 hours).

Section 6. **Emergency Service.** It shall be the responsibility of Management to establish procedures for obtaining appropriate emergency service to ensure that an employee who becomes seriously ill or sustains an injury on the job receives prompt and appropriate attention.

Section 7. **Return to Work.** The determination of whether an employee who becomes ill or sustains an injury while at work is capable of returning to work shall be made by the appropriate health care official.

Section 8. **Leaving Work.** When an employee, after reporting for work, considers that he/she is physically unfit for duty, he/she shall request and normally be granted sick leave by his/her supervisor. If the situation warrants, appropriate arrangements will be made for transportation to a physician, hospital, or home.

Section 9. **Employee Compensation Act.** Employees who are injured in the performance of their duties, or who contract a disease caused by their employment, will be advised of the benefits available to them under the U.S. Employee's Compensation Act, as amended, and assisted by their supervisor in preparing the necessary forms in support of their claims for compensation.

Section 10. **Duty Status.** Employees injured in the performance of duties will be carried in a duty status with pay without charge to leave for the time required to obtain emergency treatment to the extent that the time is within the employee's scheduled hours of work for that day.

Section 11. **Hazardous Duty.** An employee in the bargaining unit who is assigned duties he/she reasonably believes could possibly endanger his/her health or well being will notify the supervisor of the situation. If the supervisor cannot solve the problem and agrees with the employee, the supervisor shall delay the assignment and refer the matter through the proper channels for appropriate action. Should the supervisor and the employee not agree, the matter will be referred to the Safety and Occupational Health Office who shall evaluate the condition as to its element of danger to the employee's health and safety. The employee has the right to consult with a designated Local 4055 steward. The employee in the bargaining unit may elect not to perform his/her assigned tasks only because of a reasonable apprehension of death or serious injury, coupled with a reasonable belief that no less drastic action is available.



Section 12. **Outdoor Lighting.** Within available resources, and to the maximum extent possible, Management agrees to provide outdoor lighting on the HQUSACE building in accordance with applicable standards to assist in the protection of individuals reporting to or departing from work during hours of darkness.

Section 13. **Formal Safety Inspectors.** A Union representative shall be given the opportunity to accompany the Safety and Occupational Health Office on formal safety inspections.

Section 14. **Office Hazards.**

a. Management recognizes that temperature conditions in and around work areas have a direct bearing on an employee's comfort, morale, health and safety. In determining the stress that temperature extremes may place upon an individual employee, the personal comfort and health of the employee will be taken into consideration. When these conditions are maintained, the health/comfort of the employees will be monitored closely and excused absence granted, as deemed appropriate, by the Chief of Staff or his/her designee until optimum temperatures can be restored.

b. Every reasonable effort will be made to ensure that photocopy equipment is located in properly ventilated space and that its operation does not endanger the health of HQUSACE employees. Employees will be advised of the proper method of chemical waste disposal.

Section 15. **Video Display Terminals.**

a. General. "Video Display Terminals" (VDT) refers to a word processor or computer terminal which displays information on a television-like screen (cathode ray tube or "CRT").

b. Service of Machines. Management agrees to ensure that VDTs are properly serviced and maintained. An employee shall not be required to work on a malfunctioning VDT. Management shall arrange for a malfunctioning VDT to be serviced as soon as possible. A record of maintenance on each machine shall be maintained and made available to the Union upon request.

c. VDT Problems. Should concern arise over the safety and health of VDT operators the matter may be referred to the parties' Safety and Occupational Health Office. The Safety and Occupational Health Office shall notify the parties of its findings, analysis, and recommendations for corrective action.

Environmental/ergonomic factors such as glare controls, illumination, arrangement of the work station, insufficient work space, and potential radiation exposure are appropriate matters

for review and recommendation by the Safety and Health Advisory Council.

d. Breaks from VDTs. Employees shall not normally be required to work on a VDT continuously without interruption for more than two (2) hours without a break from the machine. Employees required to work for extended periods of time on VDTs may inform their immediate supervisor of the need for alternate work assignments or brief breaks.

e. Hardware Acquisition. In selecting future replacement or acquisitions of VDTs, Management shall consider available safety and health information related to VDTs.

f. Visual Screening. Employees assigned to work at VDTs for an average of four (4) hours or more a day may request and receive an initial and triennial screening through the HQUSACE health care unit, where available.

g. Worker's Compensation Claims. An employee who reasonably believes that he/she sustained an on-the-job injury as a result of performing assigned work on a VDT should report the injury to his/her immediate supervisor as soon as the employee becomes aware of the injury and may elect to file the appropriate Worker's Compensation Forms as described in Section 5 of this Article.

h. Information and Education. It shall be the responsibility of the HQUSACE Safety and Health Advisory Council to apprise employees of the health hazards associated with the use of VDTs.

Section 16. **Annual Safety and Occupational Health Inspection.** Management shall assure the conduct of annual safety and occupational health inspections and evaluations, including industrial hygiene assessments of environmental conditions which may impair employee health such as noise, dust, vapors and other potentially harmful conditions. More frequent inspections and assessments of specific locations may be initiated in response to employee complaints.



## ARTICLE 35

### TRANSPORTATION INCENTIVE PROGRAM

Section 1. **General.** In conformance with the Federal Employees Clean Air Incentives Act (Public Law 103-172), the Department of Defense has issued policy guidance strongly encouraging commuting to or from work by means other than single occupancy vehicles in order to reduce traffic congestion and improve air quality. As a part of that guidance, the Department of Defense has approved the establishment of transportation incentive programs which include payment of transit subsidies to civilian employees and military personnel to comply with federal, state, and local air pollution control and abatement requirements.

#### Section 2. **HQUSACE Program.**

a. In furtherance of that guidance, Management agrees to establish, no later than thirty (30) working days after the effective date of this Agreement, a working group consisting of representatives from Management and the Union to undertake a study regarding establishment of a transportation incentive program for HQUSACE. The scope of the study shall be governed by the Act, Government-wide program guidance, and guidance issued by the Department of Defense and the Department of the Army. As a part of carrying out the study, the working group shall conduct a survey to determine the need for implementation of such a program at HQUSACE and the potential budgetary impacts associated with implementation of such a program.

b. No later than forty-five (45) working days after its initial meeting, the working group shall complete the study and forward the study, together with such recommendations as the working group agrees upon, to the Chief of Staff.

c. The Chief of Staff or his/her designee shall make a final decision regarding whether further action should be taken to establish a transportation incentive program for HQUSACE and shall provide the working group written notification of his final decision within a reasonable period of time after making such final decision.



## ARTICLE 36

### TRAVEL

Section 1. **Policy.** Employees shall not be required to travel except under the conditions and procedures prescribed by Department of Defense Joint Travel Regulations. No employee shall be required to travel on weekends or holidays unless traveling at such time is essential because of mission requirements. In the event that travel on weekends or holidays is required, the affected employee shall be entitled to pay, per diem, and travel allowances in accordance with applicable regulations and laws.

Section 2. **Employee Notice.** To the maximum extent practicable an employee shall receive at least ten (10) workdays notice of any required travel. In those cases where Management cannot provide ten (10) days advance notice, not less than 24 hours notice must be given except in cases of emergencies.

Section 3. **Scheduling Travel.** Insofar as practicable, when employees are required to travel, the travel will be scheduled on duty days, during their normal duty hours. Whenever travel is required on non-duty days, or outside the normal duty hours, the official authorizing the travel shall record the reasons for the travel and, upon request, furnish a copy of such reasons to the employee. When travel is required outside an employee's regular scheduled hours of work or tours of duty and where permissible under applicable laws and regulations, such travel shall be considered as official duty time worked and the employee compensated accordingly.

Section 4. **Travel Advances.** Employees who travel two (2) or more times a year will participate in the government sponsored charge card program. For those employees who are not eligible for the program, but anticipate traveling once a year and require an advance, the travel approving official will document the request on DD Form 1610 when appropriate. If an employee is in need of an advance, a travel voucher (DD Form 1351) with a copy of certified orders will be forwarded by facsimile to the HECSA Disbursing Section, Finance and Accounting Branch at least 72 hours prior to commencement of travel. Advances (government check) will be available for pickup in the HECSA Disbursing Section.

Section 5. **Travel Vouchers.** The traveler shall be responsible for submitting travel vouchers in a timely manner,

normally within five (5) calendar days after the traveler's return from temporary duty (TDY). Management may initiate collection actions for the recovery of the full amount of any

travel advance if the employee does not submit a completed travel voucher within fifteen (15) days of the date of the employee's return from TDY.

## ARTICLE 37

### UNION-MANAGEMENT MEETINGS

Section 1. **Meetings.** Management and the Union agree that Union-Management meetings shall be held on a quarterly basis or when requested by either party.

Section 2. **Meeting Agenda.** The party requesting the meeting shall be required to submit an agenda to the other party at least five (5) working days before the scheduled date for the meeting. The agenda shall identify the topics to be discussed at the meeting and shall contain sufficient amount of detail to allow for an adequate response. The agenda may include conditions of employment that affect unit employees. As provided for in Article 13, Grievance Procedures, grievances shall not be discussed at these meetings.

Section 3. **Meeting Attendance.** Both parties shall prepare an attendance list of appropriate representatives for the meeting based on needs and requirements to address specific topics. Official time will be granted for the meeting. Either party may request subject matter specialists to attend a quarterly meeting if their assistance is needed to furnish adequate response to topics to be discussed.

Section 4. **Special Meetings.** Should the need arise, either party may request that a special meeting be held. The provisions of Sections 2 and 3 above shall apply.

Section 5. **Records of Meetings.** Minutes of Union-Management meetings shall be recorded by Management. A copy of the draft minutes will be furnished to the Union within ten (10) working days after the meeting for review and comment. The Union will provide comments to Management within ten (10) working days after receipt of the draft minutes. Management will prepare the final minutes within ten (10) working days after receipt of the Union's comments.

Section 6. **Response Time.** A response to any question arising from a Union-Management meeting which cannot be answered at the time of the meeting shall be provided within thirty (30)

working days after such meeting.

## **V. FACILITIES**

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## ARTICLE 38

### CHILD CARE

Management and the Union agree that the Union should be afforded the opportunity to participate in the decision making process on issues related to child care to the maximum extent practicable. In that regard, the Union shall have the right to select a representative to serve as a member of the HQUSACE Child Care Advisory Committee.

## ARTICLE 39

### PARKING

Management and the Union agree that the Union should be afforded the opportunity to participate in the non-competitive parking space assignment procedures issued by the DoD Washington Headquarters Service (WHS) for HQUSACE. In accordance with the WHS procedures, the Union may submit a request to Management for one parking space in the Pulaski building. The Chief of Staff will process the Union's request for parking and submit the request to WHS for approval.

## ARTICLE 40

### USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. **Reproduction of Agreement.** Management agrees to have sufficient copies of this Agreement duplicated in order to furnish each member of the unit one copy of this Agreement.

Section 2. **Use of Bulletin Boards.** Management agrees to provide the Union one official bulletin board for its exclusive use, which shall be located immediately outside of the Union's office. Management agrees to provide bulletin board space of reasonable size to the Union on Management's official bulletin boards for the posting of notices related to Union events, activities, and items of interest to unit employees. The Union will be fully and solely responsible for the posted materials in terms of accuracy and adherence to ethical standards. The Union shall bear full responsibility for any statements made against an individual or any organization to the extent that the Union may

have to substantiate the statements through the courts or other legal proceedings. Violation of standards concerning content and distribution of literature may result in revocation of the use of

Management's official bulletin board by the Union. The preparation, reproduction, and distribution of material placed by the Union on official bulletin boards will be the responsibility of the Union.

**Section 3. Use of Office Space.** Management will provide office space and utilities to the Union consistent with security regulations and the availability of space. Union office space will be used by the Union to assemble officers, stewards, representatives and employees for meetings during non-duty time of employees of the unit, except for recognized representational activities. The Union shall be accountable for all Government equipment, and the President of the Union shall be responsible for designating an individual union member or officer as the hand receipt holder.

**Section 4. Use of Conference Rooms.** Management agrees that Union meetings may be held in conference rooms located in the HQUSACE building on a space available basis. Union meetings will be held during non-duty times, such as lunch breaks, or after duty hours. The Union shall be solely responsible for obtaining the conference room for such meetings. The Union assumes full responsibility for leaving such meeting rooms in a clean, sanitary, and secure condition and for any damages to the premises beyond normal wear and tear.

**Section 5. Use of Telephones.** Management will provide the use of local telephone service in the Union office for labor-management business. Union stewards will have access to employer telephones when necessary in conducting representational business.

**Section 6. Use of In-House Mail Service.** The Union will be permitted to use the in-house routing service in transmitting written correspondence related to representational activities to management officials, supervisors, and employees. Material distributed through the in-house mail system will be clearly identified as Local 4055 material.

**Section 7. Use of Space for Representational Conferences.** Upon request of a Union representative, a supervisor will, if possible, provide an area for the representative to meet with an employee(s) to discuss the employee's grievance or complaint. Such area will afford a reasonable amount of privacy to the employee and the representative.

**Section 8. Headquarter's Personnel Policies.** Copies of Headquarter's Personnel Policies which are applicable to

employees in the unit will be furnished to the Union by Management upon request.

Section 9. **Official Publications.** The Union shall have access to official publications used by Management as provided for in paragraphs a and b of this section.

a. Management shall provide the Union with a copy of agency directives, local instructions and regulations (690 Series) which pertain to personnel policies and practices which relate to the working conditions of employees in the unit.

b. Upon request, Management will provide current copies of all regulations, directives, guides, and changes and amendments thereto issued by Management relating to matters covered by this Agreement.

Section 10. **Distribution of Union Handbills and Other Solicitations.** In accordance with 5 U.S.C. 7131(b) any activities performed by any employee relating to the internal business of the labor organization (including the solicitation of membership, elections of labor organization officials, and the collection of dues) shall be performed during the time the employee is in a non-duty status.

Section 11. **Use of Photocopying Equipment.** The use of photocopying equipment shall be made available by Management to the Union for representational business. The Union agrees to limit its use of Department of Defense common use photocopying equipment to the photocopying equipment which is located in closest proximity to the Union office.

Section 12. **Use of Electronic Mail.** The Union may use the electronic mail system available at HQUSACE to communicate with bargaining unit employees on matters related to official union business. The electronic mail system may not be used for soliciting members or conducting internal Union business other than for communicating notification of union meetings.

## **VI. EFFECT OF AGREEMENT**

Article 41 - ALLOTMENT OF DUES Page 81

Article 42 - APPROVAL, DURATION, AND REOPENING  
OF AGREEMENT Page 84

## ARTICLE 41

### ALLOTMENT OF DUES

Section 1. **General.** Management agrees to make regular and periodic dues deductions from the pay of members of the Union subject to the following provisions. Solicitation of membership or dues and other internal business of the Union shall be conducted during the non-duty hours of the employees concerned.

Section 2. **Eligible Employees.** To be eligible to make a voluntary allotment for the payment of Union dues, an employee must:

- a. Be in the bargaining unit covered by this Agreement;
- b. Receive compensation regularly sufficient to cover the amount of the allotment; and
- c. Voluntarily request an allotment for the payment of Union dues on a SF-1187 (Request for Payroll Deduction for Labor Organization Dues) which has been certified by an authorized Union official.

### Section 3. **Changes in Dues:**

a. The amount of dues certified on the SF-1187 will remain unchanged until an authorized Union official provides written certification to the Civilian Personnel Advisory Center (CPAC) that the amount of the dues has been changed. The CPAC will forward the change to the payroll Office within five (5) working days of receipt. New SF-1187's will not be required.

b. Changes in the amount deducted will be effective not later than one (1) full pay period following receipt by the payroll office of the Union's certification of a change in the dues structure.

### Section 4. **Termination of Allotment:**

a. Dues allotment shall be automatically terminated:

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



(2) When an employee ceases to be eligible for inclusion in the bargaining unit covered by the Agreement for which the Union is the exclusive representative; or

(3) During the period of time when a dues paying member is in a non-pay status.

b. Dues allotment may be voluntarily revoked:

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

(2) Revocation by employees shall be in duplicate, preferably on a SF-1188 (Cancellation of Payroll Deductions for Labor Organization Dues), and shall be forwarded by the employee to the CPAC, who will forward it to the payroll office within five (5) working days of receipt.

(3) Such revocation will be effective no earlier than the first full pay period on or after the anniversary date of the initial assignment of dues withholding.

(4) Following the first anniversary of dues assignment, as addressed in b(1) above, a revocation may only be effected on the first full pay period after each subsequent anniversary date provided the form or request is received in the Payroll Office on or prior to the anniversary date.

(5) Copies of any voluntary revocations will be sent by CPAC to the Union's Local Treasurer at the address on record, at the same time that CPAC forwards the revocation notice to the payroll office.

#### Section 5. **Responsibilities of the Union:**

The Union shall:

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

b. Provide the SF-1187's to its members;

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

d. Forward completed SF-1187's to the CPAC, who in turn will

forward them to the Payroll Office within five (5) working days of receipt.

e. Provide the CPAC written notification concerning:

(1) Changes in the amount of Union dues; and

(2) Changes in the address for remittance of dues to the Union as provided for in Section 7b(1) of this Article. CPAC shall notify the payroll office within five (5) working days following receipt of notification of such changes.

**Section 6. Responsibilities of Management:**

Management shall:

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

b. Provide a copy of the SF-1188 or its equivalent to the payroll office within five (5) working days of receipt.

**Section 7. Procedures:**

The following procedures will govern the voluntary allotment of dues:

a. Withholding of Dues.

(1) Upon receipt of a properly completed SF-1187, the payroll office shall arrange to withhold Union dues in accordance with procedures (normally 26 bi-weekly pay periods) under which employees are regularly compensated.

(2) The dues deduction shall be effective not later than one full pay period following receipt of the SF-1187 in the payroll office.

b. Remittance of Dues:

(1) The payroll office shall remit the dues withheld after each pay period for which deductions are made. Remittance of dues shall be forwarded to the Treasurer of AFGE Local 4055, at the address of record, or credited to the AFGE Local 4055 account of record as designated by the Union.

(2) The payroll office shall provide the Union Treasurer a Union Dues Deduction Report which will contain the following information:

(a) Identification of the payroll office reporting the data and the Union local to receive the dues;

(b) Pay period ending date;

(c) The names of members whose dues are being forwarded to the Union and the amount of dues withheld; and

(d) The amount remitted to the Union local.

## ARTICLE 42

### APPROVAL, DURATION, AND REOPENING OF AGREEMENT

Section 1. **Approval.** This Agreement shall be executed when signed by the Union President and the Chief of Staff. This Agreement shall become effective only after review and approval by the Department of Defense Field Advisory Services. If the agreement is not approved within the 30-day period, the Agreement shall take effect and shall be binding on the Agency and the exclusive representative subject to the provisions of Public Law 95-454, Title VII, and any other applicable law, rule, or regulation.

Section 2. **Length of Agreement.** This Agreement shall be in full force and effect for four (4) years from the effective date thereof, and from year-to-year thereafter will be automatically renewed, unless either party shall give to the other party written notice of intention to terminate or renegotiate this Agreement in its entirety no more than 105 days and no less than 60 days prior to its anniversary date and each subsequent anniversary date, provided the Union continues to meet the definition of a labor organization as defined in Title VII, Public Law 95-454 and maintains entitlement to exclusive recognition as provided in Public Law 95-454.

Section 3. **Renegotiation of Agreement.** Management and the Union agree that in those cases where notice is served prior to the anniversary date to renegotiate this Agreement in its entirety that negotiations shall commence within thirty (30) calendar days after receipt of such notice by either party from the other. This time limit may be extended by mutual consent of both parties.

Section 4. **Revision of Agreement.** The provisions of this Agreement shall remain in full force and effect except in instances where the parties mutually agree to amend, supplement or rescind provisions or instances where regulation, law or provisions of this Agreement necessitate or authorize modification. The party desiring revision of the Agreement shall request negotiation within twenty (20) days of notification of

the proposed changes. Before preparing any amendment to this Agreement, the parties will negotiate the impact and implementation if there is adverse impact on the bargaining unit

employees' working conditions. The effective date will not be delayed for implementation of any change due to changes in law, regulations of appropriate authority, or to correct an illegal or improper past practice.

Section 5. **Other Agreements Non-Binding.** No agreement, alterations, understandings, variations, waiver, or modification of any terms or conditions contained herein shall be made with Management by any employee or group of employees and in no case shall such be binding upon the parties unless agreed to by the Union President or his/her designee and approved by Management.

Section 6. **Termination of Agreement and Union Recognition.** Termination of this Agreement does not in and of itself terminate the Union's recognition.

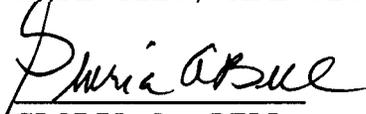
MEMORANDUM OF AGREEMENT

In accordance with Federal Labor Relations Authority the preceding articles constitute an agreement between the U.S. Army Corps of Engineers Headquarters, (Management) and Local 4055, American Federation of Government Employees, AFL-CIO, (Union).

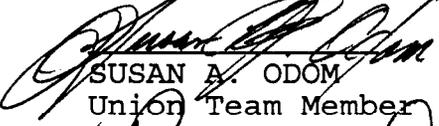
FOR THE U.S. ARMY  
CORPS OF ENGINEERS

FOR LOCAL 4055, AMERICAN  
FEDERATION OF GOVERNMENT  
**EMPLOYEES**, AFL-CIO

  
THOMAS M. VERNA  
HQUSACE  
Chief Negotiator for Management

  
GLORIA A. BELL  
AFGE LOCAL 4055  
Chief Negotiator for Union

  
SUSAN G. BOND  
Management Team Member

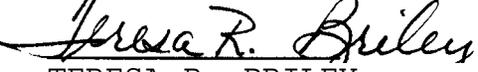
  
SUSAN A. ODOM  
Union Team Member

  
TIMOTHY J. ELLMORE  
Management Team Member

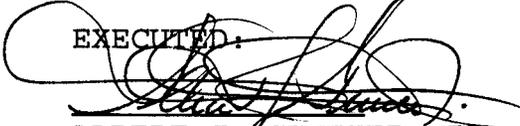
  
PAMELA CARAWAY  
Union Team Member

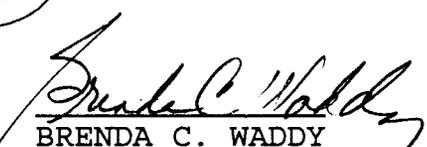
  
KENNETH A. NELSON  
Management Team Member

  
BRENDA C. WADDY  
Union Team Member

  
TERESA R. BRILEY  
Management Team Advisor

  
ANDREA OWENS  
Union Team Member

EXECUTED:  
  
ALBERT J. GENETTI, JR.  
Major General, U.S. Army  
Chief of Staff

  
BRENDA C. WADDY  
President  
AFGE Local 4055

27 January 1998  
Date

27 January 1998  
Date



**DEPARTMENT OF DEFENSE**  
CIVILIAN PERSONNEL MANAGEMENT SERVICE  
1400 KEY BOULEVARD  
ARLINGTON, VA 22209-5144

MEMORANDUM FOR COMMANDER, U.S. ARMY CORPS OF ENGINEERS,  
ATTN: CECW-OD, 20 MASSACHUSETTS AVENUE, N.W.,  
WASHINGTON, DC 20314-1000

SUBJECT: Negotiated Agreement Between the U.S. Army Corps of Engineers and the  
American Federation of Government Employees, Local 4055

We have reviewed the changes to the subject agreement, which were sent to us by fax on February 27, 1998, pursuant to 5 USC 7114(c)(1). The changes have resolved the negotiability problems which were identified in our letter disapproving the agreement dated February 26, 1998. The agreement as modified is approved this date.

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

Copies of the approved agreement should be forwarded as follows:

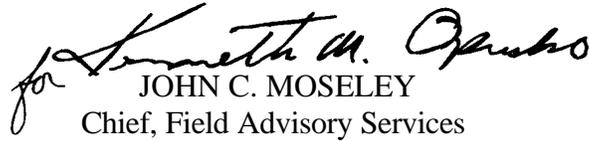
a. Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services Division, Labor Relations Branch, 1400 Key Boulevard, Suite B-200, Arlington, VA 22209-5144 - two copies and one copy of OPM Form 913-B (attached). Also, send a copy of your agreement on disk (Microsoft Word, WordPerfect or any standard text format) or e-mail us a copy at labor.relations@cpms.osd.mil.

b. Assistant Secretary of the Army (Manpower and Reserve Affairs), ATTN: SAMR-CPP (Mr. David Helmer), 111 Army - Pentagon, Washington, DC 20310-0111 - one copy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Chapter 711, Labor Management Relations. This agreement is to be annotated to indicate: Approved by the Department of Defense on **FEB 27 1998** .

Congratulations on the successful negotiation of an agreement. If there are any questions concerning this matter, Neil Glenicki may be reached at (703) 696-6301, select #3 for Labor Relations and enter extension 423, or DSN 426-6301, select #3 and enter extension 423.

A copy of this letter has been served on the labor organization which is a party to this agreement on Feb 27 1998.

  
JOHN C. MOSELEY  
Chief, Field Advisory Services

Attachment:  
OPM Form 913-B

cc:  
Ms. Brenda Waddy  
President, American Federation of  
Government Employees, Local 4055  
20 Massachusetts Avenue, N.W.  
Washington, DC 20314-1000

Assistant Secretary of the Army  
(Manpower and Reserve Affairs)  
Attention: SAMR-CP-LR (Mr. David Helmer)  
111 Army - Pentagon  
Washington, DC 20310-0111

U.S. Army Corps of Engineers  
Attention: CEHR-D  
20 Massachusetts Avenue, N.W.  
Washington, DC 20314-1000