

AGREEMENT

BETWEEN

UNITED STATES ARMY ENGINEER DISTRICT, NORFOLK, VIRGINIA

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL NO.22

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Preamble

In accordance with provisions of Public Law 95-454, Civil Service Reform Act of 1978, the following agreement is made by and between the United States Army Engineer District, Norfolk, Va., hereinafter referred to as the Employer, and the American Federation of Government Employees, Local 22, hereinafter referred to as the Union, Collectively, they are referred to as "Parties."

Article I

Recognition and Unit Determination

Section 101. The Employer recognizes the Union as the exclusive representative of all employees in the Unit (as defined in Section 102 below.) Such recognition shall continue as long as the Union is representative of the Employees under the criteria set forth for exclusive recognition by Title VII. The Union recognizes the responsibility of representing the interests of all such employees with respect to personnel policies, practices and procedures and other matters affecting their general working conditions, subject to any expressed limitations set forth elsewhere in the Agreement.

Section 102. The recognized Unit to which this Agreement is applicable, as defined by the Federal Labor Relations Authority, includes all Wage Grade Employees of the US Army Corps of Engineers, Norfolk District. Excluded are all Supervisors, Management Officials, Professional Employees, and all General Schedule Employees described in 5 USC 7112(b)(2), (3), (4), (5), (6), and (7).

Subsequent references herein to employee or employees are understood to apply only to eligible employees of the recognized Unit represented by the Union.

Section 103. It is not intended that this agreement be applied in any manner which would extend the discretionary authority of the Employer beyond existing applicable regulations. However, it is not intended that any rights or privileges negotiated on behalf of any unit employee be denied such employee unless it is beyond the discretionary authority of the Employer to grant such rights.

Section 104. Definitions.....

- a. "The Act" means Title VII of the Civil Service Reform Act of 1978.
- b. "Days, "unless the context clearly indicates otherwise, means calendar and not working days.
- c. "CPAC " means Civilian Personnel Advisory Center located in Norfolk, Va.
- d. "CPOC" means Civilian Personnel Operations Center located in Aberdeen Proving Grounds, Maryland.

Article II

This Agreement and its Relation to Law & Regulation

Section 201. In the administration of all matters covered by this agreement, the Parties shall be governed by:

- a. All existing and future laws, executive orders and statutes, government wide rules and appropriate authorities;
- b. Published Department of Defense and Department of the Army Regulations in existence at the time the Agreement was approved;
- c. Applicable regulations of appropriate authorities, such as the Federal Labor Relations Authority; and
- d. Subsequently published agency policies and regulations required by law.

The provisions of this section apply to all supplemental, implementing, subsidiary, or informal agreements between the Parties.

Article III

Management Rights

Section 301. In accordance with Section 7106 Of the Civil Service Reform Act of 1978, the Employer retains the right:

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

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 such 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) Any other appropriate sources; and

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

(5) Nothing in this Article shall preclude the Employer and the Union from negotiating:

(a) On the numbers, types, and grades of Employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

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

(c) Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by such management officials.

Article IV

Employee Rights

Section 401. In accordance with Section 7102 of the Act, each Unit Employee shall have the right to form, join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal and shall be protected in the exercise of such rights. The rights include the right to act for the Union in a capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of Agencies, and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities.

Section 402. Nothing in this agreement shall require an Employee to become or to remain a member of a labor organization pursuant to voluntary written authorization. Dues are payable through payroll deductions or other permissible methods.

Section 403. The Union is responsible for representing all Employees in the Unit without discrimination and without regard to labor organization membership, to the extent required by law.

Section 404. The Employer shall take such action consistent with law or with directives as may be required in order to assure that Employees are appraised of the rights and privileges in the Act and that no interference, restraint, coercion, or discrimination is practiced within the Unit to encourage or discourage membership in any labor organization. The Employer agrees that all provisions of this Agreement and the Agency Regulations and Policies shall be applied fairly and equitably to all Employees in the Unit.

Section 405. The Employer agrees that an Employee is accountable only for the performance of his/her official duties and compliance with standards of conduct for federal employees. Within this context the Employer affirms the right of an Employee to conduct his/her private life as he/she deems fit. Employees shall have the right to engage in outside activities of their choosing without being required to report to the Employer on such activities. The provisions of this section are limited as required by law or regulation.

Article V

Union Rights

Section 501. The Employer recognizes that the Union is the exclusive representative of Employees in the Unit and is entitled to act for, and to negotiate collective bargaining agreements covering all Employees in the Unit. The Union is responsible for representing the interests of all Employees in the Unit without discrimination and without regard to labor organization membership to the extent that the law requires.

Section 502. The Union shall be given the opportunity to be represented at:

a. Any formal discussion between one (1) or more representatives of the Agency and one (1) or more Employees in the Unit or their representatives concerning any grievances, or any personnel policies and practices, or other general conditions of employment; or

b. Any examination of an employee in the Unit by a representative of the Agency in connection with an investigation if:

(1) The Employee reasonably believes that the examination may result in disciplinary action against the Employee, and.....

(2) The Employee requests representation.

Section 503. The Employer agrees that, subject to applicable security directives, Union Officials not employed by the Agency will be permitted to enter the Agency to conduct appropriate Union/Employer representational business.

Article VI

Matters Appropriate for Consultation and Negotiation

Section 601. It is agreed that matters appropriate for consultation or negotiation between the Parties include conditions of employment, which means personnel policies, practices, and matters whether established by rule, regulations, or otherwise, affecting working conditions.

Section 602. Negotiations, for this agreement, means a complete range of formal and informal discussions between the Employer and the Union for the purpose of exchanging views, submitting proposals and counterproposals. All Parties will bargain in a good-faith effort to reach an agreement. All mutual agreements reached will be reduced to writing.

Section 603. For the purpose of this agreement, consultation and discussion will mean that the Employer will provide information to the Union regarding decisions and certain courses of action and will provide the Union an opportunity to comment on. Unlike negotiations, consultation and discussion need not necessarily result in agreement or a written document.

Section 604. It is understood that matters for negotiation, consultation and/or discussion between the Parties cover the Employees in the Unit. Should negotiations, consultation and/or discussion be required on a matter which impacts only a segment of the unit, no agreement or understanding will be reached which will conflict with the terms of this Agreement.

Section 605. Official time for negotiations will be given in accordance with Article VII, Union Representation. Nothing shall prevent the Union from having outside representatives present at such meetings. The number of Union Representatives, however, will not exceed the number of Employer Representatives at any time during these negotiation meetings.

Section 606. The Employer agrees that before issuing any new or revised directive, notice, policy instruction, or change in conditions of employment, a copy of the draft will be forwarded to the Union for review and comment. The Union will within (5) five work days of receipt, 1) submit written comments which will be considered by the Employer; or 2) request a meeting to discuss the document or to obtain additional information; or 3) request negotiations. The Parties will meet within seven (7) working days from the date the Union requests a meeting to consult or discuss the document(s). If negotiations are requested, the Union will submit proposals to the Employer within seven (7) working days following the request to negotiate. Within seven (7) working days from the date the Employer receives the submitted proposals, the Parties will meet for negotiations. For good cause, either Party may request an extension of the time limits agreed to in this Section. The request shall be in writing stating the reason(s) for the request and the amount of time requested. The Parties shall mutually agree to an extension date. Weekends do not constitute a workday.

Article VII

Union Representation

Section 701. The Employer agrees to recognize the officers and stewards duly authorized by the Union to act on behalf of the Union. The Union is responsible for the assignment of Union Representatives to conduct appropriate representational duties. The Union retains the right to appoint, direct, retain, replace, suspend, or dismiss any Union Representative that is authorized to act on behalf of the Union.

Section 702. The Union agrees to supply the Employer with a complete listing of all elected officers and authorized stewards, together with the designation of the area each is authorized to represent. The listing is to be maintained on a current basis by the Union.

Section 703. The Employer agrees to allow the Union representatives, reasonable and necessary time away from the job without loss of pay and benefits to discuss with employees or cognizant officials of the Employer grievances and other appropriate matters that are directly related to the work situation affecting the employee(s) concerned. The Union agrees to guard against the use of excessive time in the handling of such matters. It is agreed that time off from work granted to Union Representatives shall include, but not be limited to meeting with management, preparing, researching, and reviewing of information in connection with representing Unit Employees, investigating complaints, presenting grievances or appeals, and representing Unit Employees in disciplinary actions. It shall not include internal management or operations of the Union; the collection of dues, assessments, or other funds, the solicitation of membership; or the campaigning for elective office in the Union.

Section 704. Union Representatives desiring official time to conduct appropriate Union business, shall first obtain approval from his/her immediate supervisor. If the immediate supervisor is not available, the representative shall obtain approval from the next level of supervision, before leaving the job.

Requests will normally be granted unless mission and/or workload requirements prevent the release.

Section 705. If the Union Representative must leave his/her assigned work area to conduct Union Business within another employees work area, the Union Representative will contact the supervisor in the area to be visited to obtain approval and assure the availability of the employee(s) to be contacted. Approval will normally be granted unless mission and/or workloads are critical. In such cases, the parties will arrange for a mutually acceptable date/time.

Section 706. The Employer agrees that the Union will be given the opportunity to be present at any formal discussions at any level of management of the Employer and the Employees concerning personnel policies, practices, and any other matters affecting working conditions of Unit Employees.

Section 707. It is agreed and understood that when a Union Representative is temporarily promoted or officially detailed to a supervisory position, said Employee should not function as a Representative, nor should he/she be recognized as such for the duration of the temporary promotion or detail.

Section 708. The Employer agrees to excuse Union Representatives, without charge to leave, to attend Union sponsored training relating to matters within the scope of the Act and of mutual benefit to the Union and the Employer. " As in Sec. 704 above, approved leave shall be sought through the representative's supervisor(s) and requests will normally be granted, unless mission requirements or workloads are critical."

Section 709. The Employer agrees that no Union Representative will be denied any rights or privileges solely because of his/her recognized and authorized Union activities and responsibilities in accordance with the provisions of this agreement or contrary to the meaning and intent of P.L.95-454.

Article VIII

Communcation and Facilities

Section 801. Union officials may post notices on four designated bulletin boards located in the headquarters building cafeteria, Craney Island Project office, Gathright Dam Project Office, and the Floating Plant Section Office, without prior approval of management at the installation.

Section 802. The Union shall be allowed to use available facilities, when requested in advance, to conduct appropriate Union/Employer/Employee business during duty hours. The Union shall also be allowed to use available facilities, when requested in advance, to conduct internal Union business outside of duty hours. Normally requests will be submitted one week in advance. The Union agrees to leave such space in a clean and orderly condition. The Employer agrees to allow the Union use of the District's Mail Distribution, and all other communication facilities to inform the Unit Employees on District Issues and other policies affecting their employment.

Section 803. The Employer agrees to provide the Union with an up-to-date listing, on a yearly basis, of the names of all bargaining Unit Employees. The Employer agrees to provide the Union with a listing of all newly hired Employees. The Employer agrees to allow the Union an opportunity to meet with all newly hired Employees within the bargaining Unit, as soon as possible. This meeting will be conducted for the purpose of introducing the Union representative(s) to the Employees, advising the Employees of their rights to Unions under the Act, ensuring that they receive a copy of the negotiated agreement, and answering any questions they may have. The Employer agrees to provide an appropriate conference room within the District for this meeting to take place.

Section 804. The Employer agrees to provide the Union two (2) copies of all Norfolk District Personnel Regulations and Division personnel regulations pertaining to Norfolk District employees. The Employer further agrees to provide a copy of applicable referenced Army or Engineer Regulations for any new regulations, policies, and procedures to the Union for comment and/or negotiation.

Section 805. The Employer agrees to supply the Union with an office, to include locking desk and file cabinet, chairs, phone with designated telephone line, answering machine/device for phone messages, compatible computer, monitor, and printer/fax/copier/scanner. The Union agrees to pay all long distance telephone expenses for all calls made, except for official Union Business.

Article IX

Basic Work Week and Hours of Work

Section 901. As determined by the Employer, adequate time will be provided to employees to clean up and/or properly store equipment after a day's work. No Employee will be expected to remain after the end of the shift for cleanup purposes.

Section 902. The Employer agrees, when practical, to schedule all regularly scheduled tours of duty so that Employees within the Unit will have at least (2) two consecutive days off.

Section 903. The basic work week for full-time Employees shall consist of a 40 hour work week performed in no more than (6) six days of the Administrative Work Week. This will normally consist of (5) five, (8) eight hour days, Monday through Friday, unless otherwise assigned by the Employer or as otherwise agreed to in this Article.

Article X

Overtime

Section 1001. Overtime work shall be approved and Employees shall receive overtime compensation in accordance with applicable laws and regulations.

Section 1002. The Employer reserves the right to assign overtime. All assignments for overtime shall be distributed in a fair, equitable, and non-discriminatory manner among Employees fully qualified to perform the work. Supervisors shall not assign overtime work to Employees as a reward or penalty, but solely in accordance with the Employer's needs.

Section 1003. For the purpose of notification:

a. Affected Employees will be informed by the end of their shift on Thursday of planned overtime requirements which have been requested for approval for overtime on Saturday/Sunday and Monday through Friday beyond their regular shift.

b. In cases of unplanned overtime for Saturday/Sunday and Monday through Friday where Employees Services are required beyond their regular shift, notification will be given to the Employees as soon as practicable after the determination to work is made.

c. It is recognized that in some instances, planned overtime may be cancelled after notification has been given the Employee; however, this is expected to be minimal and the Employee is to be notified of cancellation as soon as practicable.

d. The Employer shall ensure that an Employee will not suffer any loss of any pay or benefits as a result of the Employee performing work before or after the end of their shift when the Employer demands their performance.

Section 1004. An Employee shall receive at least (2) two hours of "call back pay" at the applicable overtime rate if called in to work on an unscheduled overtime basis outside of or unconnected to the Employee's scheduled hours to work. "Call back pay" will include night differential or other pay as required by applicable regulations.

Article XI

Annual Leave

Section 1101. Employees shall earn annual leave in accordance with applicable regulations. The use of leave, however, is subject to Supervisor approval.

Section 1102. Planned Annual Leave:

a. The Employer agrees to set up (6) month schedules in each organizational unit for annual leave of (5) continuous working days or more. Employees will request annual leave by submitting a (SF 71) to the supervisor. The schedules will be established by 1 January and 30 June annually. An employee will be notified in writing of the appropriate approval/disapproval of all annual leave requests. For those annual leave requests which are disapproved, the employee will be provided the reasons. Annual leave will be scheduled on a fair and equitable basis. In the event a conflict arises concerning chosen annual leave time, the employee with the most seniority, based on Service Computation Date, will have priority. Once employee vacation dates are established, they should not be changed without notification of all parties affected by the proposed change. Established leave schedules shall be followed contingent on workload requirements.

b. The Employer may cancel previously approved leave for valid operational reasons requiring that the employee not take leave. If leave is denied for an earlier requested time, the Employer will make every effort, as early as possible, to assist the employee in rescheduling his/her leave, taking into consideration his/her desires, to avoid forfeiture of accumulated leave. An employee may cancel previously approved leave. The Employer agrees to utilize the employee who has cancelled his/her leave due to unforeseen reasons.

Section 1103. Emergency or Unplanned Leave:

Except in unforeseen circumstances, annual leave shall be requested sufficiently in advance of the beginning date to permit careful scheduling of leave for all employees concerned in order to promote the efficient accomplishment of the mission. Employees may not assume that a mere report of absence will always result in approval. Approval of employee requests for unforeseen reasons will be considered as circumstances warrant. Employees who fail to report for duty due to a personal emergency, shall notify their supervisor(s) before the start of their normal shift, if possible, but no later than (2) hours after the beginning of their normal starting time. If extenuating circumstances prevent an employee from meeting this requirement, the employee or someone acting on his/her behalf, will contact the cognizant authority as soon as possible.

Section 1104. The Employer agrees to grant annual leave in (15) minute increments.

Article XII

Sick Leave

Section 1201. Employees will earn sick leave in accordance with all applicable laws and regulations. The Employer and the Union recognize the value of conserving sick leave to the maximum extent possible to assure income during periods of illness and incapacitation for duty. In furtherance of that objective, the parties agree to emphasize to each employee in the Unit the importance of conserving their sick leave.

Section 1202. Employees who have accumulated sick leave to their credit shall be eligible for such leave provided proper request procedures are followed and one of the following conditions exist:

a. The employee is incapacitated for the performance of their assigned duties due to illness, pregnancy or injury.

b. The Employer recognizes that the employee must receive medical, dental or optical examinations or treatment. Employees, however, will attempt to schedule these visits during non-work hours, whenever possible. Sick leave for these purposes will normally be approved in advance by the employee's supervisor.

c. When a member of the employee's immediate family is afflicted with a contagious disease and requires the care and attendance of the employee or when through exposure to a contagious disease the presence of the employee would jeopardize the health of others by his or her presence at the post of duty. A contagious disease is a disease which is medically determined to be as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period as prescribed by the health authorities having jurisdiction.

Section 1203. The Employee who is incapacitated for duty will notify his/her supervisor as soon as possible prior to the beginning of the employee's shift, but normally not later than (2) hours after the start of the employee's shift. If extenuating circumstances prevent an employee from meeting the above requirements, the employee or someone acting on his/her behalf will contact the cognizant authority as soon as possible.

Section 1204. It is understood that the employee is obligated to keep the supervisor informed of his/her status. If the employee is absent beyond the original estimated time of recovery, the employee must contact the supervisor before the end of the original estimated date of return indicating the reasons for the continued absence and the anticipated return to duty date.

Section 1205. It is agreed and understood that employees *normally* shall not be required to furnish a medical certificate to substantiate sick leave requests unless such leaves will

exceed three (3) consecutive work days or the employee has been given a letter of requirement to furnish such certification.

Section 1206. If the employee is absent because of incapacitation for duty and does not obtain professional medical attention, sick leave for the period shall be granted upon submission of acceptable administrative evidence other than a physician's certificate. Supervisors are responsible for determining whether the reasons for absent warrant ranting of sick leave. Assistance from physicians contracted through the medical surveillance program may be sought, when warranted and feasible, to evaluate medical evidence in terms of the specific requirements of the work to be performed. Acceptable administrative evidence will include, but not be limited to, the employee's signed statement explaining the nature of his/her illness or injury when the illness or injury is of a recurring nature previously documented by medical authority and does not require services of a physician.

Section 1207. It is agreed and understood that the Employer has the right to require that an employee furnish a medical certificate for each absence which the employee claims was due to incapacitation for duty if the employee is suspected of abusing sick leave privileges. The employee *may* be given the opportunity to explain his/her absence in a counseling session. If it is determined that the employee could not justify his/her absence at this counseling session, the Employer may give the employee a reasonable time to improve his/her attendance. If the employee does not improve his/her attendance during this period, a letter of requirement shall be issued. The letter of requirement shall state the following:

- a. The reason for issuance
- b. Requirement for the employee to furnish medical certification for each absence which the employee claims was due to an illness/incapacitation for duty.
- c. Specific period of time the employee will be required to furnish medical certification.

The letter of requirement may be reviewed at any time, but not later than (6) months from the date the employee received the letter to determine whether such requirement should be rescinded. When it is determined that the letter of requirement is no longer necessary as a result of the review, the employee shall be notified of such determination in writing.

Section 1208. It is agreed that employees within the Unit, who are injured while on duty shall be counseled on the provisions of the Federal Employee's Compensation Act by their Supervisors.

Section 1209. Employees may request advance sick leave for periods not to exceed (30) days. Approval of requests for advance sick leave will be considered on an individual basis, provided:

- a. All available accumulated sick leave and annual leave subject to forfeiture to the employee's credit is exhausted;

- b. The employee is serving under a career or career conditional appointment;
- c. There is reasonable evidence, such as medical certification, that the employee will return to duty;
- d. The request for advance of sick leave is submitted by the employee in writing and supported by a statement from the attending physician, giving the nature of the illness and anticipated date of return to duty.

Section 1210. The Employer agrees to grant sick leave in (15) minute increments.

Section 1211. Employees returning from extended sick leave or leave without pay due to illness shall provide the Employer with documentation from their attending physician stating that they are capable of returning to work.

Article XIII

Leave Without Pay

Section 1301. Subject to supervisory approval, it is agreed that employees may be granted leave without pay in accordance with applicable regulations.

Section 1302. As staffing and workload requirements permit, employees elected as Union Officers, required as full-time positions, may be granted leave without pay for a period not to exceed (1) year.

Section 1303. The Employer acknowledges that employees returning from approved leave without pay will return to the position and rate of pay to which entitled by applicable regulations.

Section 1304. Employees returning from extended sick leave or leave without pay due to illness shall provide the Employer with documentation from their attending physician stating that they are capable of returning to work.

Article XIV

Holidays

Section 1401. Eligible employees shall be entitled to all holidays prescribed by law, and all holidays that may be designated by Executive Order.

Section 1402. Holidays will be observed as non-work days unless work is necessary for valid operational reasons.

Article XV

Family Friendly Medical Leave Act and Administrative Excusals

Section 1501. Family Friendly Leave Act - This allows employees to balance their work and family responsibilities by taking reasonable amounts of leave for medical reasons, for the birth or adoption/foster care of a child, and for the care of a child, spouse, or parent who has a serious health condition. A total of twelve (12) administrative work weeks of unpaid leave during a twelve (12) month period is entitled upon proper requests by employees through their supervisor(s).

Section 1502. Court Leave - Court leave is authorized without charge to leave or loss of pay for employees called to jury service in a Federal, a state or local court consistent with regulations. If an employee is called for the above duty, he/she shall promptly notify the District and submit a true copy of the court summons for jury service. Upon completion of this service, the employee shall present to the District satisfactory evidence of the time served on such duty along with a statement concerning fees earned, if any. It is understood that only certain fees may be retained by the employee in accordance with Federal Law.

Section 1503 Excused absence for voting in national, state, or municipal government elections will be granted in accordance with applicable regulations and statutes.

Section 1504 All employees who volunteer as blood donors, without compensation, will be granted (4) four hours excused absence. The (4) four hours excused absence is for donation and recovery time. It is understood that supervisory approval must be obtained before the employee leaves the work site. It is further understood that if the donor is rejected or deferred, the employee must return to work immediately or request and be approved for personal leave.

Section 1505 The Employer agrees that tardiness of less than (1) one hour may be excused by the immediate supervisor or a higher level supervisor when warranted and justifiable by the circumstances.

Section 1506. Employees will be excused, not to exceed (3) three days, for the funeral of an immediate family member who dies in the Armed Forces as a result of wounds, disease, or injury incurred while serving in a combat zone.

Section 1507. Employees may be excused by their supervisor for the purpose of taking tests related to their present position within the Department of the Army, or for interviews for other positions within the Department of the Army. Leave for interviews outside the Department of the Army, but within the Department of Defense may be granted at the discretion of the District Engineer or his/her designee.

Section 1508. Maternity Leave - Leave granted for maternity reasons may be one or a combination of the following:

- a. Sick Leave
- b. Annual Leave
- c. Leave Without Pay

Requests from employees for Maternity Leave will include the planned date Maternity Leave will begin, the type of Leave that will be used, and the planned length of the leave.

Article XVI

Merit Promotion

Section 1601. All promotions for positions within the Agency shall be made according to the Merit Promotion Plan and applicable laws and regulations and shall be free from prohibited discrimination.

Section 1602. Job vacancy announcements shall be furnished to the Union, and made available to Unit Employees.

Section 1603. The Employer agrees that in making selections under this article, when one or more candidates are interviewed, all unit employees on the referral list will be interviewed. Telephone interviews will satisfy this requirement, but an employee's request to be interviewed in person should be honored, if possible.

Section 1604. The Employer will normally utilize a temporary promotion in lieu of a detail when it can be reasonably determined in advance that the vacancy will be of more than thirty (30) days duration. In effecting temporary promotions, it is understood that employees must meet Office of Personnel Management qualification requirements.

Section 1605. Job vacancy announcements for positions in the Agency will be posted *electronically or* on all official boards in a timely manner to insure all employees will be given an opportunity to apply for merit promotions.

Article XVII

Position Descriptions

Section 1701. The Employer agrees to maintain current and accurate job descriptions for positions in the unit in accordance with current regulations. Employees will be given a copy of their job description at the time the employee first occupies the position. Employees will be given an opportunity to review their position descriptions on a yearly basis to ensure it is current with their position requirements. Position descriptions shall contain the major duties and responsibilities of the employees.

Section 1702. When an employee alleges that he/she is performing work beyond or outside of his/her position description, the employee should discuss the matter with his/her supervisor. As a result of any meetings with the Employer it is determined that the position description is not current or accurate, the Employer will initiate corrective action. If the Employer and the employee can not resolve their differences under this section, the employee may have further rights to the negotiated grievance procedures or appeal as set forth in the relevant regulations.

Section 1703. Office of Personnel Management Position Classification Standards used in determining the classification of a job will be made available for review in the Human Resources Office.

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Article XVIII

Performance Appraisals

Section 1801. The Employer agrees to provide all bargaining unit employees with a copy of their performance standards and critical elements on an annual basis. All performance standards and critical elements shall be valid and job related in accordance with appropriate regulations.

Section 1802. The Employer agrees to meet and discuss with the bargaining unit employees, their annual performance standards and critical elements. The employees will be given an opportunity to participate in setting the annual performance standards and elements.

Section 1803. The Employer agrees to meet with the bargaining unit employees on a semi-annual basis to discuss their progress in reference to their job performance in relation to their standards and elements. In cases where the minimal performance period of (120) days is necessary, the Employer will meet with the employee at least once during the rating period to apprise the employee of their performance.

Section 1804. When an employee's performance falls below the Successful Level into the Fair Level, he/she may be counseled as necessary to ensure that the standards, along with the position requirements are reasonably attainable and understood. When it is found that an employee's performance is falling below the Fair Level, the supervisor shall give the employee a written performance plan. The employee will be given a reasonable time, but not less than (60) sixty days in which to improve his/her performance to an acceptable level. If the employee's performance does not improve, a written notice to that effecting proposing an action to be taken will be given to the employee. The notice shall be given not less than (30) thirty days in advance of any proposed adverse action. The employee will be given a response time to respond to the proposed action in accordance with Article XIX of this agreement.

Section 1805. Annual performance appraisal disputes shall be processed under the negotiated grievance procedure. Actions resulting from an unacceptable performance appraisal shall be processed, as appropriate, under the grievance procedure or under the appeals procedure, but not both.

Section 1806. When a within-grade increase has been withheld based on performance below the Successful Level, a new determination will be made in accordance with procedures that are outlined in applicable regulations. When an acceptable level of competence is achieved at some time after a negative determination, the effective date is the first day of the first pay period after the acceptable determination has been made.

Article XIX

Disciplinary and Adverse Actions

Section 1901. Disciplinary actions will be taken only for just cause. Adverse actions will be taken only for cause as promotes the efficiency of the service. Informal actions such as oral admonitions and letters of caution may effectively correct deficiencies in an employee's conduct or work performance; such informal actions will not be made a matter of record in the employee's official personnel folder.

Section 1902 Employees may be formally disciplined by being reprimanded in writing, suspended from duty, reduced in grade and pay, or removed from employment. It is agreed that letters of reprimand, which may be issued for a period of up to three (3) years, will generally be issued for a period of no more than (1) year, unless the issues of the case, in the discretion of management, warrant a greater time period.

Section 1903. When it is determined, by the supervisor having the authority, that a disciplinary or adverse action may be necessary, a pre-action investigation will be conducted.

a. The investigator will conduct whatever inquiry is necessary to determine and document the facts. In all cases, (except where the employee had absented himself/herself from the job), a discussion will be held with the employee as part of the pre-action investigation. It is agreed that before any discussion is held with the employee as part of the pre-action investigation the employee will be advised of his/her rights to be represented by his representative in accordance with the terms of this Agreement.

b. It is agreed that pre-action investigations will be completed as rapidly as possible.

c. Management will exercise due diligence in processing all disciplinary actions.

Section 1904. For actions relating to suspensions of fourteen (14) days or less, the following procedures will apply:

a. The employee will receive (15) days advance written notice stating the specific reasons for the proposed action.

b. Once the employee receives notice of the proposed action, the employee will be given a fifteen (15) day period within which to answer orally and/or in writing and furnish affidavits and other documentary evidence in support of the answer.

c. A written decision *and the specific reasons supporting that decision will be issued at the earliest practicable date after the expiration of the answer period.*

Section 1905. For actions relating to removal, suspension for more than 14 days, reduction in grade or pay, or furlough of 30 days or less, the following procedures apply:

a. The employee will receive thirty (30) days written notice, unless there is reasonable cause to believe that the employee has committed a crime for which sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.

b. Once the employee receives notice of the proposed action, the employee will be given a fifteen (15) day period within which to answer orally and /or in writing and furnish affidavits and other documentary evidence in support of the answer.

c. A written decision and the specific reasons supporting that decision will be issued at the earliest practicable date after the expiration of the answer period.

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ARTICLE XX

Grievance Procedure

Section 2001. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner. To accomplish this every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

Section 2002. The purpose of this article is to provide a procedure for the orderly and timely processing of grievances relating to interpretation or application of this Agreement, and matters relating to personnel policies, practices and working conditions which fall within the discretionary authority of the Employer. This procedure shall be the exclusive procedure available for resolving such grievances, except that it does not apply to:

- a. Any claimed violation of subchapter III of chapter 73 of the Act relating to prohibited political activities.
- b. Any action taken under 5 USC 7532.
- c. Any examination, certification, appointment or non-selection of candidates for Federal employment.
- d. Classification of any position which does not result in the reduction in grade or pay of an employee.
- e. Retirement, life insurance, or health insurance.
- f. Letters of caution.
- g. Non-selection for promotion from a group of properly ranked and certified candidates under the Merit Promotion Program.
- h. Return to previous grade resulting from the termination of a temporary promotion.
- i. Any decision surrounding the revocation or intent to revoke a security clearance.

Section 2003. The following actions may be filed under the statutory appeal procedure or the negotiated grievance procedure, but not both:

- a. Performance based action under 5 USC 4303.

- b. Adverse actions under 5 USC 7512.
- c. Within-grade increases.
- d. An allegation or complaint of discrimination reviewable under Part 713 of OPM regulation.

An employee shall be deemed to have exercised his/her option under this section at such time as the employee timely initiates a statutory appeal or grievance in writing in accordance with this Article, whichever event occurs first.

Section 2004. A grievance may be undertaken by the Union, an employee or group of employees. Only the Union or a representative approved by the Union may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union provided that the Union is given the opportunity to be present at all discussions during the grievance process. In exercising their rights to present a grievance, employee representatives shall be unimpeded and free from restraint, coercion, discrimination, or reprisal. Grievances whether presented by an employee(s), an employee(s) representative and/or the Union, will be judged on the same fair and equal basis.

Section 2005. Grievances shall be presented at the lowest level of supervision having the authority to take action to correct the matter. The following procedures are established for the resolution of grievances:

a. **Step One** - The grievance shall first be taken up by the grievant and his/her representative, if any, and their immediate supervisor. The grievance shall be presented in writing, clearly identified as an informal grievance. The letter must include a summary of the facts, the alleged violation, the relief being sought, and the name of the grievant's representative, if any. The grievance must be initiated within twenty (20) workdays of the time the grievant could reasonably be expected to be aware of the incident. Either party may request a meeting. The immediate supervisor shall render a decision to the grievant within ten (10) workdays after presentation of the grievance. This decision shall be in writing and clearly communicated. If the corrective action is not granted, the decision will inform the grievant of their rights to pursue the grievance with the Division or Separate Office Chief of their organization with five (5) workdays after receipt of the written decision.

b. **Step Two** - The grievance may be taken up by the grievant and his/her representative, if any, and their Division or Separate Office Chief within five (5) workdays after receipt of the decision of the immediate supervisor and shall be presented in writing, indicating items listed in Step One and clearly identified as a Step Two (2) grievance. Either party may request a meeting. A written decision will be furnished the grievant by the Division/Office Chief or designee within ten (10)

workdays after presentation. If relief is not granted, the decision will inform the grievant of their right to submit a grievance to the Deputy Commander.

c. Step Three - The grievance may be taken up by the grievant and his/her representative, if any, and the Deputy Commander or his/her designee within five (5) workdays after receipt of the decision of the Division/Office Chief. The grievance must be presented in writing, indicating items required in Step One and clearly identified as a Step Three (3) grievance. Either party may also request a meeting. A written decision will be furnished the grievant by the Deputy Commander or designee within ten (10) workdays after presentation. If relief is not granted, the decision will inform the grievant of their right to submit a grievance to the Commander or his/her designee.

d. Step Four - If the grievant is dissatisfied with the decision rendered at Step Three, the grievance will be reduced to writing and within ten (10) workdays after receipt of the written decision of the Deputy Commander, be presented to the Commander or his or her designee. The grievance must be presented in writing, indicated items required in Step One and clearly identified as Step Four (4) grievance. Either party may request a meeting. The Commander will render a written decision with ten (10) workdays after presentation. The decision of the Commander is final.

Section 2006. Failure of the grievant to act within the agreed upon time frames will allow the Employer to reject the grievance from consideration. Failure of the Employer to act within the agreed upon time frame will allow the grievant to proceed to the next step in the grievance procedure. Extensions may be granted provided they are mutually agreed upon by the parties.

Section 2007. A grievance over the application or interpretation of a personnel regulation by a member of the CPAC or CPOC will be initiated at Step Three and filed with the Chief, CPAC.

Section 2008. At each and every step of this grievance procedure, either party will be permitted to call employee witnesses who are reasonably necessary to the proceedings who shall suffer no loss of pay or benefits for so serving. It is agreed by both parties that the calling of witnesses will be accomplished with minimal disruption to the mission of the agency.

Article XXI

Arbitration

Section 2101. If the Employer and Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within (20) calendar days after issuance of the final decision shall be submitted to arbitration.

Section 2102. Within (10) working days from the date of the request for arbitration, either party shall request the Federal Mediation and Conciliation Service to provide a list of (5) impartial persons qualified to act as arbitrators. The parties shall meet within (10) working days after receipt of such list. If they can't mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrators name from the list of (5) and will then repeat this procedure until one person remains who shall be the duly selected arbitrator. Either party may request a second list of arbitrators if it is felt that the first list is not appropriate.

Section 2103. If the parties fail to agree on a joint submission of the issue(s) for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

Section 2104. The arbitrator's fee and the expenses of the arbitration, if any, shall be borne equally by the Employer and the Union. The party referring the issue to arbitration may withdraw the request for arbitration at any time, provided such party agrees to bear the cost of all fees and expenses of the arbitration. The arbitration hearing shall be in a duty status.

Section 2105. The arbitrator will be requested to render his final decision as quickly as possible, but in any event no later than (30) days after the conclusion of the hearing unless the parties mutually agree to extend the time limit.

Section 2106. The arbitrator's award shall be binding on the parties, unless an exception is timely filed.

Section 2107. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

Section 2108. The arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the threshold issue of arbitrability will be addressed and decided first. The parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

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Article XXII

Training

Section 2201. The Employer will, within budgetary or operational limitations, provide employees with training and development opportunities which will enable them to do their work effectively and accomplish their mission. Such opportunities will be based on the best interests of the Agency and the employee, but in no instance will be solely for the benefit of employees.

Section 2202. Within budgetary and operational limitations, employees desiring to attend non-government sponsored training or other development opportunities outside of their normal duty hours may request tuition reimbursement from the Employer in accordance with Agency and government-wide regulations and this agreement. Employees must submit a DD form 1556 in advance for approval/disapproval of each request. The employee's request shall be made as far in advance as possible. Approval/disapproval shall be made on a case by case basis. Such training or development opportunities must be directly related to the employee's position and the employee is responsible for demonstrating that his/her attendance is in the best interests of the Employer.

Section 2203. Operations permitting, employees may request permission to visit the CPAC for the purpose of obtaining information on available training programs. All requests under this Article will be made through the immediate supervisor.

Section 2204. The Agency will attempt to provide, within the constraints of budget and time, training for the employee when any areas in his/her position are changed outside of the employee's regular duties and responsibilities.

ARTICLE XXIV

Reduction in Force and Reemployment

Section 2401. The Employer agrees to inform the Union of all impending reductions in force where jobs of employees in the Unit are to be abolished and the reasons therefore as far in advance as practicable. The District also agrees to inform the Union of the affected competitive levels, and date of action to be taken, when this information becomes available. The Union agrees to render its assistance in communicating to employees the reasons for the reduction in force.

Section 2402. The Employer agrees that in order to minimize the impact of any reduction in force, consideration will be given to filling existing vacancies through placement of qualified employees who are being affected by the reduction in force action.

Section 2403. The bumping, retreat and reemployment rights of employees affected by reduction in force shall be governed by applicable statutes, laws, and regulations in effect for reduction in force purposes.

Section 2404. In situations where an employee elects to take a demotion in lieu of separation in a reduction-in-force action, the employee, must be qualified to perform the duties of the lower graded position subject to exceptions provided in applicable regulations.

Section 2405. In the event a reduction in force is implemented, the employee affected shall have the right to review retention registers relative to his/her case. The employee may be accompanied by a Union Representative when reviewing applicable retention registers.

ARTICLE XXV
Equal Employment Opportunity

Section 2501. The Employer shall not in any way discriminate against an individual regarding employment or conditions of employment because of race, color, creed, religion, sex, national origin, age, marital status, lawful political affiliation, disabling condition, or other non-merit factor. Policy shall be in strictest adherence to both the letter and the spirit of the Civil Rights Act of 1964 as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Rehabilitation Act, and all other applicable laws and regulations.

Section 2502. The Union and the Employer agree to discuss problems of discrimination and resolve to find mutually effective and lasting remedies to bona fide cases of discrimination.

Section 2503. The Union will be allowed to submit a list of nominees to the Employer for possible appointment as EEO Counselors, It is understood that all Counselors must meet the criteria established by the EEO Program and perform those responsibilities outlined in the Federal Personnel Manual and relevant regulations. The Employer agrees to provide training to the Counselors on the operation of the EEO complaint procedure and the negotiated grievance procedure.

Section 2504. Training. Nomination and selection of employees to participate in training and career development programs and courses or in management employee relations seminars shall be made without discrimination and in consonance with Section 2501, above.

Section 2505. Promotion. Promotion nominations and selections shall be made in accordance with the Merit Promotion Plan and section 2501 above and without regard to personal favoritism, employee organization membership, or any other facet of an employee's life not directly related to performance on the job.

Section 2506. Recognition. Consideration will be given to recognizing employees or officials actively contributing to the advancement of equal employment opportunity or to the elimination of discriminatory practices.

Section 2507. An employee discussing a problem of alleged discrimination with an EEO Counselor or other EEO official has the right to be accompanied by a Union representative or other representative of his/her choice, if desired. If the employee decides to follow the negotiated grievance procedures, he or she may be represented by the Union. If an employee chooses to pursue a complaint through the EEO process, the employee may be represented by a union representative, but the union representative shall not act in his or her official capacity.

Section 2508. An employee who believes he/she has been discriminated against must discuss the matter first with an Equal Employment Opportunity Counsellor within (45) calendar days of the date of the alleged discriminatory event if the counsellor is unable to resolve the problem the complainant or his/her representative may submit a written complaint within (15) calendar days after the employee receives the notice of his/her right to file a complaint.

Section 2509. In any case where discrimination is found, corrective action will be taken to ensure that such practice is remedied and not repeated. Reprisal against a complainant, or a witness, or a representative for a complainant, is prohibited.

Section 2510. Employees are now offered a simple, voluntary and effective option within the EEO Precomplaint Process. This program is called (CEERP) Corps of Engineers Early Resolution Program. If an aggrieved employee chooses this program, the EEO office will inform them of their rights and on how the program works.

ARTICLE XXVI
Safety and Health

Section 2601. General: The Employer shall institute an effective occupational safety and health program meeting the requirements of the Occupational Safety and Health Act of 1970 (OSHA), Executive Order 12196 and Chapter XVII of Title 29, Department of Labor Rules and Regulations. The Employer and the Union shall negotiate on the implementation of any proposed changes or recommendations relative to safety and health policies and/or standards. Union Officials involved in activities pursuant to this article shall be considered to be on official duty. Unit Employees shall receive official time to participate in any activities under this Article when in an official capacity.

Section 2602. Safety Committee: The Employer shall designate one (1) member of the Union to serve on the District's Union Safety Committee. The Chair shall be by the Commander or his designee. Subcommittees may be established in the same manner for operational units of the activity, when the full committee deems them appropriate. The Safety and Health Committee will perform the following functions:

a. Monitor any study of any environmental conditions appearing not in consonance with the OSHA or considered to be potentially harmful or injurious to health , safety or comfort of the employees, including but not limited to unsanitary toilet facilities; excessive dust, fumes, or toxic material; and unsafe equipment or practices. When such studies reveal that harmful environmental or unsafe conditions exist, the committee shall immediately notify the Commander, specifying the action needed to correct the condition.

b. Participate in the investigation of major accidents in order to determine the cause thereof and determine policies for future prevention.

c. Investigate, report and direct corrective action for unsafe working conditions referred to the committee for action.

d. Meet periodically and compile a written report at each meeting, describing the committee's and fellow worker's contributions to safety.

e. In all its activities, the members of the committee shall have access to agency information relevant to their duties, including information on the nature and hazardousness of substances in agency workplaces.

f. If one-half of the committee's members are not substantially satisfied with an agency's response to a report of hazardous working conditions, the committee will

request an evaluation and/or inspection from the Occupational Safety and Health Administration.

g. The members of the committee will receive training in their duties, including inspection procedures and techniques, as provided in Section 2606 of this Article.

Section 2603. Safety Inspections: There shall be annual safety inspections of all areas occupied by the employees, and a Union representative shall have the right to participate in the inspection on official time. When safety inspections are made pursuant to OSHA or other statutes or regulations in areas where Unit employees work, the Union will be notified and a Union representative may accompany the inspector or inspecting team. The Employer agrees to provide the Union upon request with a copy of all reports of safety inspections, and statistical reports of accidents and occupational illnesses, if releasable.

Section 2604. Health and Safety Policies:

a. The Employer will exert effort to provide safe and sanitary working conditions and equipment in consonance with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA). In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, the Employer shall post and keep a notice or notices informing employees of the protections and obligations provided for in the OSHA.

b. The Employer will provide suitable protective clothing, equipment and safety devices for employees engaged in activities requiring same in consonance with standards promulgated under OSHA. Repair of issued items shall be provided by the Employer. Employees shall wear such protective equipment at all times in the concerned work area.

c. Employees shall not be required to work in an environment where continued exposure to humidity is determined unsafe, in accordance with Army or other controlling regulations, to the continued health of the employees affected. The Employer agrees to take periodic temperature and humidity readings when there is an indication that atmospheric conditions can be oppressive. The findings shall be evaluated by the Safety Officer and the Commander shall initiate any action necessary to implement the Safety Officer's recommendation.

d. The Employer agrees to ensure, to the extent possible, adequate lighting and ventilation in work areas and shall not require employees to work in overly crowded, dark, or unventilated areas.

e. The Employer shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment and conditions, as well as environmental conditions in their

immediate areas which may represent health hazards. The Employer assures that no degradation, restraint, interference, coercion, discrimination, or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

f. In most daily circumstances, No employee shall be required to perform any work on a machine or in any area where conditions exist that are unsafe or detrimental to health of the employee or to others.

g. When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health or safety, he or she should report the circumstances to the immediate supervisor and the Union. The supervisor and Union representative shall inspect the work area to insure that it is safe before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by either the supervisor or the Union, a ruling shall be obtained from the appropriate Safety Official before proceeding.

The Supervisor shall grant the employee immediate relief from any unsafe or unhealthy circumstances, as determined by the Safety Official, pending permanent resolution of the problem. When such immediate relief is not deemed necessary or possible, the Safety Official shall give the rationale for the decision to the Union over his/her signature. The Union or an employee or group of employees who believes that work is being required under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operations in question have the right to file a grievance. When short-term exposure required immediate solution and it is not possible to obtain Employer concurrence beforehand, then the employee may at his/her discretion terminate his/her on-duty action and so notify the Employer, requesting temporary assignment to other duties.

h. The Employer shall promptly abate all safety and health hazards that are reported by employees or found during inspections. Whenever such conditions cannot be promptly abated, the Employer shall notify the Union of the existence of the condition, including a schedule of specific interim steps to protect employees. These interim steps shall be posted in the area of employees affected by the hazardous condition(s).

Section 2605. On-the-Job-Injury or Illness: Employees must report to their supervisor immediately all injuries or illnesses which occur on the job, no matter how slight.

a. The injured employee's supervisor will, as soon as possible, explain to the employee his/her rights and options under the Federal Employees' Compensation Act, supply the employee with copies of the appropriate Office of Workers' Compensation Programs (OWCP) forms, and insure that the forms are properly completed. The injured employee shall be supplied with a copy of the completed forms.

b. The Employer shall process and promptly forward to OWCP Employee and Employer documentation required when an employee sustains an on-the-job injury or contacts an occupational disease and elects to file a claim. The Employer shall consult with the injured employee.

c. The Employer agrees that employees who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable or returning to or remaining in a duty status, may be detailed to work assignments compatible with their physical condition, or their regular assigned duties may be temporarily tailored to the physical limitations.

d. When an Employee is physically unable to perform his/her duties, and the Employee is unwilling to voluntarily report for a medical examination *to an Employer appointed physician*, the Employee shall be informed that he/she is being directed to have a medical examination. Directed medical examinations will be done at the Employer's expense. *Employees will have the opportunity to submit medical documentation supplied by their personal physician or practitioner. The Employer will review and consider all such documentation supplied by the employee's personal physician.*

e. In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, on-the-job accident and illness records shall be maintained and reported. A copy of all such reports shall be provided to the Union upon request and sufficient release.

Section 2606. Occupational Health and Safety Training. Although employees are basically qualified to perform their duties, the Employer recognizes the need for specific training and update training regarding occupational health and safety to assure employee safety and a minimum loss of staff hours due to preventable injuries. The Employer will establish training programs to ensure that all employees are informed of safe working habits and practices appropriate to their jobs. Additionally, supervisors shall instruct employees in safe working habits, practices and procedures with regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to all employees.

The Employer will train all members of the Safety and Health Committee in the components of the District Occupational Safety and Health Program. Union representatives will be on duty status while attending this training and will receive all proper per diem and travel expenses. Additional training in areas such as CPR, handling stress, and its diseases shall be provided to Union representatives upon request.

Section 2607. The Employer shall maintain the objective of eliminating or reducing the lowest possible level all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the unusual nature of the hazard, physical

hardship or working conditions. An environmental differential shall be paid, if applicable, in accordance with governing laws and regulations.

Section 2608. Drug Free Workplace. All employees whose positions are identified under the Army's criteria for Testing Designated Positions (TDP's), shall be afforded training on AR 600-85, Alcohol and Drug Abuse Prevention and Control Program. Employees will be required to sign certification of training and requirements of the program.

Article XXVII

Voluntary Allotment of Dues

Section 2701. The Employer will deduct dues in accordance with applicable regulations from the pay of employees who voluntarily request such deductions and who are bona fide members in good standing of the Union.

Section 2702. An employee may authorize an allotment from his/her pay to cover the Union dues and/or benefits (the regular, periodic amount required to maintain the employee in good standing) provided he/she is a member in good standing or has signed up for membership in the Union subject to payment of his/her first months dues through voluntary allotments; provided his/her net salary after other legal and required deductions is regularly sufficient to cover the amount of the authorized allotment.

Section 2703. The Union will purchase and distribute Standard Form 1187, request and authorization for voluntary allotment of compensation for payment of employee organization dues, to it's members, certify the current amount of the Union's regular dues and deductions for benefits to be deducted each biweekly pay period, and deliver the completed form to the payroll office of the Employer. Allotments will take effect on the first pay period beginning after receipt by the payroll office of the Employer of the properly executed Standard Form 1187.

Section 2704. The Employer will arrange for the Disbursing Officer to remit to the Union an electronic funds transfer (EFT) payable to the Union covering the net amount due to the Union on each biweekly payday. The EFT will be to a banking institution designated by the Union on a Direct Deposit Sign-Up Form, SF-1199A. The payroll office of the Employer will furnish the Union a summary, which will identify the Union members, list the name and social security number of each employee member of the Union who has authorized a voluntary allotment, the amount of each member's deduction for Union dues, at no cost to the Union for providing the withholding service, and the new amount remitted to the Union.

Section 2705. An allotment for the deduction of the employee's Union dues may be terminated by the employee through submission to the payroll office of the Employer of a Standard Form 1188 properly executed, in duplicate, by the individual employee. Employees joining the Union must remain in the Union for a period of one (1) year from the date they originally started having dues deducted from their pay. After the employee has been in the Union for a period of one (1) year they may submit a 1188 form at any time, but shall not be terminated until the first pay period following their anniversary date of each year thereafter. Upon receipt, in duplicate, of any such properly executed Standard Form 1188 by the payroll office of the Employer, such official shall immediately transmit the duplicate of such form to the Union. The Union shall verify the termination date and so inform the Employer.

Section 2706. An allotment will be automatically terminated with the beginning of the first pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Separation of the employee for any reason.
- c. Transfer of the employee outside a Unit in which the Union has been given exclusive recognition.
- d. Upon notification by the Union that the employee has been expelled or for any reason ceases to be a member in good standing.

Section 2707. The Union shall notify the Chief, CPAC of the Employer promptly when a member of the Union who has authorized an allotment is expelled or for any reason ceases to be a member in good standing.

ARTICLE XXVIII

Distribution of Agreement

Section 2801. The agreement shall be printed and distributed by the Employer. The agreement shall be printed with sufficient number of copies as to ensure that each current unit employee will receive a copy. Any new employee will receive a copy when he/she reports for duty. The employer will ensure that the Union is provided with fifty (50) copies of the Agreement for its internal use. The Agreement shall be in a (pocket-size) booklet form as mutually agreed upon by the parties.

ARTICLE XXIX
Duration of Changes

Section 2901. Except as provided in Sections 2902 and 2903 below, this Agreement shall remain in full force and in effect for three (3) years from the date approved by the Department of Defense (DoD) and from year to year thereafter, unless either Party gives written notice at least sixty (60) calendar days, but not more than one hundred twenty (120) calendar days, before the initial expiration date or a subsequent yearly anniversary date of its desire to terminate or to re-negotiate the Agreement. The Agreement shall remain in effect until such time another Agreement is negotiated and signed by the appropriate Authorities. If either Party gives such written notice to the other Party, then, fifteen (15) calendar days from receipt of the notice, representatives of the Employer and the Union will meet and consult as to further negotiations or other courses of action.

Section 2902. The Agreement may be terminated at any time it is established that the Union is no longer entitled to exclusive recognition under the Act, or by mutual consent of both Parties.

Section 2903. In the event it is found that any Sections of the Agreement are unworkable, or that supplements are desired, the Agreement may be opened for amendment of supplement, provided that such request is submitted in writing, and is accompanied by a summary of the basis for the request, and provided further, that both Parties consent to the opening of the Agreement for the purpose requested. Representatives of the Employer and the Union will meet after their mutual consent to open the Agreement and negotiate the matter. Agreement shall be evidenced by written amendment, duly approved and executed by both parties, and shall remain in full force and in effect until the termination date of the underlying Agreement.

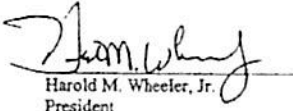
Section 2904. Either party may request mid-term bargaining by giving written notice to the other party. The time line for response will remain the same as listed in Section 2901 above, or (15) calendar days.

In WITNESS WHEREOF, the PARTIES hereto have entered into this AGREEMENT this
20th DAY of MAY 2004.

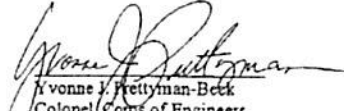
18th day of August

American Federation of
Government Employees,
Local 22

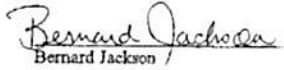
U.S. Army Corps of Engineers
Norfolk District, Norfolk, VA



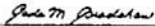
Harold M. Wheeler, Jr.
President
A.F.G.E., Local 22



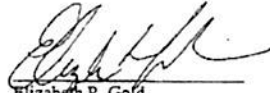
Yvonne J. Prettyman-Beck
Colonel, Corps of Engineers
Commanding



Bernard Jackson
Chief Steward
A.F.G.E., Local 22



Paula M. Bradshaw
Chief, Civilian Personnel Advisory Center
U.S. Army Corps of Engineers
Norfolk, VA



Elizabeth R. Gold
Labor Counselor
U.S. Army Corps of Engineers
Norfolk, VA

Approved by Department of Defense on 8/3/2004