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CHANGE FORM - RECOGNITIONS AND AGREEMENTS

1. Agency: DoD- U.S. Army
2. Activity: USACE
3. Location: Norfolk, Virginia
4. Union/Local: NFFE 1028

Check Applicable Item(s)

5. Recognition: New Recognition Unit
 Abolished Recognition Unit BUS Code:
 Revised Recognition Unit BUS Code:
 Other: **New Union Contract**
Date of Recognition or Change:
Unit Description:
National Exclusive: Yes No
National Consultation Rights Yes No

Check Applicable Item(s)

6. Agreement: Initial (First) Agreement
 Renegotiated Agreement
 Amendment or Supplement to Existing Agreement
 Change in Agreement Expiration Date
 Other:
BUS Code (if applicable):
Effective Date of Agreement:
Expiration Date of Agreement:
Duration: Automatic Renewal Indefinite
Multi-Unit: Yes No

7. Employees in Recognition Unit: Professional 10
Wage
Other GS
TOTAL

8. Name of Reporting Official: Ava Benson
Title of Reporting Official: Chief, Mission Support Division
Telephone Number: (757) 201-7688
Date: 09/08/14



Reply to
Attention of

DEPARTMENT OF THE ARMY
US ARMY CORPS OF ENGINEERS
NORFOLK DISTRICT
FORT NORFOLK
803 FRONT STREET
NORFOLK VA 23510-1096

Executive Office

8 September 2014

MEMORANDUM FOR Director, Civilian Personnel Advisory Center (CPAC), 705 Washington Blvd., Room 101, Newport News, Virginia 23604-0000

SUBJECT: Collective Bargaining Agreement between the U.S. Army Corps of Engineers, Norfolk District and the National Federation of Federal Employees, Local 1028

Attached to this memo is the final Collective Bargaining Agreement (Agreement) between the U.S. Army Corps of Engineers, Norfolk District and the National Federation of Federal Employees, Local 1028 (hereinafter, collectively referred to as "Parties"). This Agreement was executed by the Parties on June 5, 2014, and then subsequently reviewed by the Department of Defense Civilian Personnel Advisory Service (CPAS). Based on the CPAS review, there were several sections that required additional modifications. The Agreement was subsequently modified to address those CPAS concerns and resubmitted for final approval on July 19, 2014. CPAS provided final conditional approval of the Agreement on August 21, 2014, the final effective date of the Agreement.

The final CPAS approval of the agreement was conditioned subject to the following understandings between the Parties:

1. Preamble: "Pursuant to the policy set forth by the Civil Service Reform Act of 1979, hereinafter referred to as the Act, regarding Federal Labor-Management Relations..." Article II, Definitions: "The Act – Title VII of the Civil Service Reform Act of 1979 (Public Law 95-454)." The Civil Service Reform Act of 1978 has been modified and codified into the U.S. Code under Title 5, Chapter 71. Thus, this language is approved subject to the parties' mandatory understanding that any reference to the "Civil Service Reform Act" and "Public Law 95-454" in interpreted as current Chapter 71 of Title 5, U.S. Code.
2. Article IV, Employee Rights, Section 3, Employee Accountability: "An employee is accountable only for the performance of official duties as cited in the position description and compliance with standards of conducts for Federal employees." This provision is approved subject to the parties' mandatory understanding that the language does not foreclose management from exercising its right to assign work pursuant to 5 U.S.C §7106(a)(2)(B).
3. Article V, Rights of the Union and Representation, Section 2, Rights, paragraph e: "Once a union officer has received a request for representation by an employee and has notified the Chief, Mission Support Activity or Activity Head of the representation request, the employer shall cease examination or inquiry until representation is available. " This language is approved subject to the parties' mandatory understanding that the

SUBJECT: Collective Bargaining Agreement between the U.S. Army Corps of Engineers, Norfolk District and the National Federation of Federal Employees, Local 1028

cessation of such examination will be only for a reasonable time, as determined by the management.

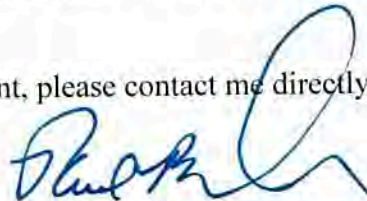
4. Article V, Rights of the Union and Representation, Section 6, Annual Allocation of Official Time: "The Union's Allocation of Official Time will be used for Union activities including, but not limited to Negotiations, Representation, Meeting, Administrative Tasks, and Labor-Relations Meetings". This language is approved subject to the parties' mandatory understanding that official time cannot be used to conduct internal union business.

5. Article XII, Position Description and Classification, Section 4 – Position Description Classification: "If an employee is dissatisfied with their position description, he/she, after exhausting the remedies within this Article, has the right to grieve the matter pursuant to this Agreement, or appeal the matter to OPM; and may be assisted by the Union." This language is approved subject to the parties' mandatory understanding that, pursuant to 5 U.S.C. §7121(d), a classification matter that does not involve a reduction in pay or grade cannot be grieved through the negotiated grievance procedure.

The Parties understand that interpretation of this agreement should be done in the context of the above CPAS understandings. The Parties also have a mutual agreement to commence mid-point bargaining negotiations on August 15, 2016. The mid-point bargaining will continue until complete or the parties otherwise agree.

Additionally, in accordance with Article XXXII, this agreement will remain in effect for 3 years from the effective date and shall automatically be renewed for another 3 year period, unless either party informs the other party of its intent to renegotiate within 105 to 60 days prior to the Agreement's expiration date.

If you have any questions concerning this Agreement, please contact me directly.

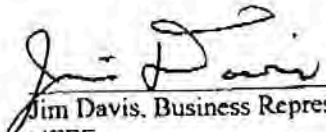


PAUL B OLSEN
Colonel, EN
Commanding

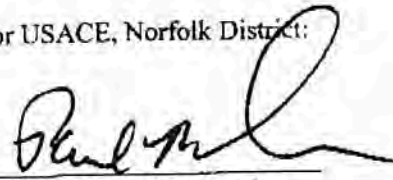
**AGREEMENT
MID-POINT BARGAINING**

The parties, or their designees, by their signatures below, agree to enter into mid-point bargaining for contract negotiations in regard to the National Federation of Federal Employees (NFFE), Local 1028 collective bargaining agreement with USACE, Norfolk District. This mid-point bargaining will commence on 15 August 2016, or nearest convenient date, which is two years following the signing of the current collective bargaining agreement (15 August 2014), and shall continue until complete or until the parties otherwise agree.

For NFFE:


Jim Davis, Business Representative,
NFFE
15 Aug 14
Date

For USACE, Norfolk District:


Paul B. Olsen, Commander
15 Aug 14
Date

PREAMBLE

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Pursuant to the policy set forth by the Civil Service Reform Act of 1978, hereinafter referred to as the Act, regarding Federal Labor-Management Relations, the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute the total agreement by and between the US Army Engineer District, Norfolk, hereinafter referred to as the "EMPLOYER", and the National Federation of Federal Employees, Local 1028 hereinafter referred to as the "UNION", for the employees in the units described in Article I, hereinafter referred to as the "BARGAINING UNIT EMPLOYEES."

WHEREAS pursuant to applicable laws and regulations and past history the participation of employees should be improved through the maintenance of construction and cooperative relationships between the Union and the Employer NOW, THEREFORE, the parties thereto, intending to be bound hereby, agree as follows:

1 **ARTICLE I**

2 **RECOGNITION AND UNIT DETERMINATION**

3
4 Section 1 – Recognition: The Employer recognizes AFL-CIO, National Federation of Federal
5 Employees, the Union, as the exclusive representative of the bargaining units described in
6 Section 2 below. The Union recognizes the responsibility of representing, without
7 discrimination, and without regard to Union membership, the interests of all bargaining unit
8 employees with respect to grievances, personnel policies, practices and procedures, and other
9 matters affecting working conditions in the Norfolk District.

10
11 Section 2 – Unit Determination: This agreement applies to the following:

12
13 **UNIT A:** All non-supervisory GS employees of the U.S. Army Corps of Engineers located at
14 Fort Norfolk, Virginia and satellite field sites of the U.S. Army Corps of Engineers, Norfolk
15 District. Excluded: Professional employees, guards, persons engaged in personnel work in other
16 than clerical capacity, managers, and supervisors.

17
18 **UNIT B:** All non-supervisory professional employees of the U.S. Army Corps of Engineers
19 located at Fort Norfolk, Virginia and satellite field sites of the U.S. Army Engineers District,
20 Norfolk. Excluded: All supervisors, all management personnel, all employees engaged in
21 Federal personnel work in other than a purely clerical capacity, and non-professionals.

1 **CONDITION OF EMPLOYMENT** - Conditions of employment means personnel policies,
2 practices, and matters, whether established by rule, regulation, or otherwise affecting working
3 conditions. It does not include policies, practices, and matters:

4 Relating to political activities prohibited under Subchapter III of Chapter 73 of Title 5;

5 Relating to the classification of any position;

6 To the extent such matters are specifically provided for or excluded by Federal statute.

7 **CONTRACT/AGREEMENT** - This negotiated agreement.

8 **DAYS** - All references to "days" in this Agreement are to calendar days unless specifically stated
9 otherwise.

10 **DESIGNEE** - Any person who is assigned, in writing by the Activity's Head or the Union
11 President, the authority and power of either the Activity's Head or the Union President,
12 respectively.

13 **DETAIL** - The temporary assignment of an employee to a different position for a specified
14 period with the detailed employee returning to his or her regular duties at the end of the detail.

15 **EXCLUSIVE REPRESENTATIVE** - For purposes of this agreement, any labor organization
16 which is certified as the exclusive representative of employees in an appropriate unit pursuant to
17 Section 7111 of this title (Title VII, USC); or was recognized by an Activity immediately before
18 the effective date of this chapter (5 USC 7103) as the exclusive representative of employees in an
19 appropriate unit on the basis of an election, or any basis other than an election, and continues to
20 be so recognized in accordance with the provisions of this chapter.

21 **FORMAL DISCUSSIONS** -- A meeting, or discussion, between an agency representative and
22 one or more bargaining unit employees that is formal in nature and concerns a grievance,
23 personnel policy or practice, or condition of employment.

24 **GRIEVANCES** - Any written complaint made in accordance with Article VII, Section 4 by:
25 Any employee concerning any matter relating to the employment of the bargaining unit
26 employee; any labor organization concerning any matter relating to the employment of any
27 bargaining unit employee; or any bargaining unit employee, labor organization, or Activity
28 concerning the effect or interpretation, or a claim of breach of a collective bargaining agreement
29 or any claimed violation, misinterpretation, or misapplication, of any law, rule, or regulation
30 affecting condition of employment (see 5 USC, 7103, Definitions; application).

31 **HE/SHE/HIM/HER** - Means both genders unless otherwise indicated.

1 **HEALTH CARE PROVIDER** -- Any individual who is authorized to provide health care
2 under state law.

3 **IMPASSE** - The inability of the employer and the union to arrive at a mutually agreeable
4 decision concerning negotiable matters under this agreement through the negotiation process.

5 **LOCAL UNION** – National Federation of Federal Employees Local 1028.

6 **THE MANAGEMENT OFFICIAL** - An individual employed by the activity in a position, the
7 duties and responsibilities of which include requiring or authorizing the individual to formulate,
8 determine, or influence the policies of the activity.

9 **MAY/CAN** - Action is optional.

10 **MUST/SHALL/WILL** - Action is mandatory.

11 **NORMAL DUTY HOURS** - The regular assigned tour of duty in a workday for an employee.

12 **OFFICIAL TIME** - Time granted to the local Union officials for representational purposes
13 without being charged to employee's leave or resulting in loss of pay, providing the employee
14 would otherwise be in a duty status.

15

16 **PAST PRACTICES** -- A term used to describe behavior that is consistent and of significant
17 duration such that it takes the form of an unwritten but enforceable policy, if it concerns
18 conditions of employment.

19 **PROFESSIONAL EMPLOYEE** -- Professional employee means an Employee engaged in the
20 performance of work requiring knowledge of an advanced type in a field of science or learning
21 customarily acquired by a prolonged course of specialized intellectual instruction and study in an
22 institution of higher learning or a hospital (refer to 5 USC 7102(a)(15) for further definition

23 **SENIORITY** - The time of employment from Service Computation Date (SCD) to present.

24 **THE STATUTE** - The Federal Service Labor Management Relations Statute, Chapter 71 of
25 Title 5, United States Code.

26 **SUPERVISOR** - An individual employed by an activity having the authority in the interest of
27 the Activity to: hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend,
28 discipline, remove employees; to adjust their grievances, or to effectively recommend such
29 action, if the exercise of the authority is not merely routine or clerical in nature but requires the
30 consistent exercise of independent judgment.

1 **SUPPLEMENTS** - Additional articles, negotiated during the term of this agreement, to cover
2 matters not covered by this agreement that become amendments to, or amend this agreement.

3 **UNION-EMPLOYER MEETINGS** - Oral or written discussions or meetings which are held
4 for communication and exchange of views between representatives of the employer and the
5 union for the purpose of obtaining the union's or management's views, policies, and procedures
6 on matters of concern to employees of the unit. Discussions and meetings do not include
7 complaints in progress under grievance and appeal procedures. It is not mandatory that the end
8 result of the meeting/discussions be agreement between the parties.

9 **UNION OFFICIAL** - Any accredited National/District representative of NFFE and the duly
10 elected or appointed official of NFFE Local 1028.

11 **UNION REPRESENTATIVE** - Any representative/steward identified as such in accordance
12 with this Labor Management Agreement. Union Officials may or may not be identified as a
13 representative.

14 **ARTICLE III**

15 **THE EMPLOYER RIGHTS AND THE EMPLOYER'S OBLIGATION TO NEGOTIATE**

16
17 Section 1 – General: In the administration of all matters covered by this Agreement, the parties
18 shall be governed by all existing and future Federal laws and regulations. The Employer does
19 not relinquish any rights provided under law, Presidential directive, or Executive Order. Nothing
20 in this article shall preclude the Employer and the Union from negotiating matters covered by 5
21 U.S.C. 7106 (b). The requirements of this Article shall apply to all supplemental, implementing,
22 subsidiary, or informal agreements between the Employer and the Union. The provisions of this
23 Article shall not nullify or abridge the rights of employees or the Union to proceed with
24 grievances under the procedures set forth in Article 7 of this Agreement. In addition, any
25 statutory right to bargain over the impact of any decision involving a retained right, and any
26 statutory right to negotiate procedures for implementing such decisions, shall not be abridged by
27 anything in this Article.

28
29 Section 2 – Employer Rights: In accordance with 5 USC 7106(a), the Employer retains the right:
30 To determine the mission, budget, organization, number of employees, and internal security
31 practices of the Activity.

1 To, in accordance with applicable laws, hire, assign, direct, layoff, and retain employees in the
2 Activity, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against
3 such employees.

4 To, in accordance with applicable laws, procure goods and services through contracts or by other
5 authorized means.

6 To, in accordance with applicable laws, assign work, to make determinations with respect to
7 contracting out, and to determine the personnel by which activity operations shall be conducted.

8 To, in accordance with applicable laws and with respect to filling positions, make selections for
9 appointments from among properly ranked and certified candidates for promotion, or any other
10 appropriate source. To take, in accordance with applicable laws, whatever actions may be
11 necessary to carry out the Activity's mission during emergencies.

12

13 Section 3 – Employer Prohibitions: The Employer cannot bargain matters affecting conditions of
14 employment which are barred from the bargaining process by law, presidential directive, or
15 Executive Order, including matters which are relating to political activities prohibited under 5
16 U.S.C. Section 7321, relating to the classification of any position, or to the extent such matters
17 are specifically provided for by government-wide rules, regulations, or Federal Statute.

18

ARTICLE IV
EMPLOYEE RIGHTS

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4 Section 1 -- General: Employees in the Units shall be protected in the exercise of their right,
5 freely and without fear of penalty or reprisal, to form, join, and assist in Union activities, or to
6 refrain from such activities. This agreement does not prevent any employee, regardless of
7 employee organization membership, from bringing matters of personal concern to the attention
8 of their Supervisor in accordance with applicable laws, regulations, or policies, or from choosing
9 his or her own representative in a statutory appeal action. Nothing in this Agreement shall
10 abolish or annul any employee right or require an employee to become or to remain a member of
11 a labor organization except pursuant to a voluntary, written authorization by a member for the
12 payment of dues through payroll deductions. The Employer shall not discipline or otherwise
13 discriminate against any employee because he or she has filed a complaint or given testimony
14 under the Agreement, or the grievance procedure set in Article VII, for redressing wrongs to an
15 employee.

16
17 Section 2 – Publicity of the Union to Employees: The Employer shall take such action consistent
18 with law or regulation, as may be required, in order to inform employees of their rights and
19 obligations, as prescribed in the Act, and this Article. See Article XVIII for additional publicity
20 information.

21
22 Section 3 – Employee Accountability: An employee is accountable only for the performance of
23 official duties as cited in the position description and compliance with standards of conduct for
24 Federal employees.

25
26 Section 4 – Participation in Unofficial Activities: The Employer will not in any manner require
27 employees to invest their money, donate to charity, or participate in activities, meetings, or
28 undertakings not related to their performance of official duties.

1 Section 5 – Right to Grieve: Employees have the right to grieve a supervisor’s directive if that
2 directive is grievable; however, they must first comply with the directive, if legal, and then
3 grieve afterward. Grievance procedures are covered in Article VII of this agreement.
4

5 Section 6 – Privacy Act: The Employer and the Union will maintain the confidentiality required
6 in the Privacy Act to prevent the disclosure of employee protected information.
7

8 Section 7 -- Right to Union Representation: Each unit employee, if he/she chooses, may be
9 represented by the Union at any investigatory examination of an employee by the Employer, if
10 the employee reasonably believes that the examination may result in a disciplinary or adverse
11 action. Employees have the right to be represented by the Union in the presentation of any
12 grievance, as defined in Article VII, Grievance procedure. Union Members may be represented
13 by the Union in complaints not covered by this Agreement, before other tribunals or forums (for
14 example, EEOC, Office of Special Counsel, MSPB, and OPM.)
15

16 Section 8 -- Right to Official Time to Prepare for Complaints, Grievances and Appeals:
17 Bargaining Unit Employees may use reasonable amounts of official time when preparing for
18 complaints, grievances, and appeal proceedings as defined by the Agreement. The employee
19 shall first notify their supervisor via electronic mail or in writing and an estimate of the amount
20 of time required will be provided. If work requirements preclude an immediate release, the
21 employee and supervisor will work together to establish a reasonable amount of time for official
22 time to prepare. The employee may utilize the approved official time at the work site or away
23 from the work site or official place of duty, with approval of the supervisor.
24

25 Section 9 -- Personal Appearance: The parties agree that the items of clothing worn by an
26 employee shall be neat, clean and well maintained.
27
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1 **ARTICLE V**

2 **RIGHTS OF THE UNION AND REPRESENTATION**

3
4 Section 1: Recognition. The Employer will recognize representatives of the NFFE National
5 Office and agrees to meet with authorized local and national representatives of the Union at
6 reasonable times on appropriate business provided that the matters to be discussed are given in
7 advance to the Employer. The time of such Union-Employer meetings will be mutually agreed
8 upon.

9
10 Section 2 – Rights:

- 11 a. The Employer agrees that the Union has the right to represent all employees in the Units
12 in negotiations and meetings with the Employer all matters affecting their conditions of
13 employment under this agreement, except as to those rights reserved for management in
14 Article III of this Agreement and under 5 USC 7106.
- 15 b. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate
16 with the Union on such matters, and further agrees to inform the Union regarding
17 formulation and implementation of new policy or change in policy affecting Unit
18 employees and/or their conditions of employment.
- 19 c. The Employer recognizes the right of the Union to submit proposals or views directly to
20 the Chief, Mission Support Activity and/or Activity Head for consideration when changes
21 in organizational and managerial procedures are proposed by the Employer. If cessation
22 of the Mission Support Division chief position occurs, the parties may mutually agree to
23 another position/individual to whom the Union may make submissions.
- 24 d. The Union, in consonance with its right to represent, has the right to propose new policy,
25 changes to policy, or resolutions to problems and to be present at formal discussions or
26 meetings with employees pertaining to policy or other general matters affecting the
27 employees in the Units.
- 28 e. The Union will be provided an opportunity to be represented at any examination by a
29 representative of the Employer of an employee in the Units in connection with an
30 investigation if (1) the employee reasonably believes that the examination may result in
31 disciplinary action against the employee; and (2) the employee requests representation.

1 Once a union officer has received a request for representation by an employee and has
2 notified the Chief, Mission Support Activity or the Activity Head of the representation
3 request, the employer shall cease examination or inquiry until representation is available.

4 f. The Employer will recognize the duly-elected Local Union Officials.

5 g. The Union will supply the Employer in writing, and will maintain on a current basis, a
6 list of Union Officers, Officials, and Stewards, including the area of representation of
7 each Steward.

8
9 Section 3 – Union Stewards: The Union may designate stewards in the various organizations
10 having employees in the Units. The Union shall determine the number and location of stewards;
11 however, the maximum number of three (3) stewards may be designated for the Norfolk District
12 area. Stewards to support the field offices other than the Norfolk District area may be designated
13 as required, but not to exceed one (1) per field office. The Stewards will represent the
14 employees of their designated area(s) in dealings with supervisors about the impact and
15 implementation of personnel practices and policies, and other matters affecting working
16 conditions of employees in the designated area(s).

17
18 Section 4 – Union Officials as Representatives: Local Union Officials are authorized to represent
19 individuals in any part of the bargaining units provided the representation is in compliance with
20 the provisions of the Privacy Act. Upon request from either party, stewards and supervisors shall
21 discuss items of concern in the application of this Agreement to avoid misunderstandings and to
22 deter complaints from either party. The Union will be provided an opportunity to be represented
23 at all formal discussions regarding general Activity personnel policies or other matters affecting
24 the overall working conditions.

25
26 Section 5 -- Labor Relations Training Sessions: The Employer agrees to grant administrative
27 leave to employees who are Local Union Officials and Stewards for the purpose of attending
28 Union-sponsored training sessions, provided the training is of mutual benefit to the Union and
29 the Employer. Administrative leave for this purpose will not exceed a total of one hundred sixty
30 (160) hours total among all Union Officials and Stewards within a twelve (12) month period and
31 does not count against the Union's allocation of authorized official time as described in Section 6

1 of this article. A written request for administrative leave will be submitted at least one (1) week
2 in advance by a Union Officer to Chief, Mission Support Division subject to supervisor's
3 approval. The request will contain information about the duration, purpose, and nature of the
4 training.

5
6 Section 6 – Annual Allocation of Official Time: The local Union will be provided 760 hours of
7 official time in a 12-month period and the Commander may grant such additional official time to
8 the Union at his or her discretion. The Union's Allocation of Official Time will be used for
9 Union activities including, but not limited to Negotiations, Representations, Meetings,
10 Administrative Tasks, and Labor-Relations Meetings. The Union is the sole deciding authority
11 over how to distribute this time amongst its members. Union Officials and Stewards will be
12 provided reasonable time for receiving, preparing and presenting a complaint, grievance or
13 appeal; and the official time required must necessarily depend on the facts and circumstances of
14 each case – e.g., number and nature of allegations, number and complexity of supporting
15 specifics, the volume of supporting evidence, availability of documents and witnesses and
16 similar considerations.

17
18 Section 7 – Time and Attendance: For the purposes of time and attendance a cost code for
19 official union time will be designated and provided to the Union each year, and used when
20 attending meetings described in Section 6 and for other official union duties. Neither Local
21 Union Officials nor Bargaining Unit Employees who are union members acting on behalf of the
22 union will use any other code. Union official time will not be project funded.

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25
26 Section 8 – Reasonable Time to Conduct Union Business: Union Officials, including Stewards,
27 shall be permitted reasonable time during working hours without loss of leave or pay to
28 effectively represent employees in the units in accordance with this agreement. Use of official
29 time will include the time required to represent employees in the units and the travel required to
30 meet the needs of the individual case.

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Section 9 – Union Meetings and Membership Drives: Internal Union business, such as attending Union meetings, will be conducted during the non-duty hours of the employees involved. Upon request, and subject to normal security limitations, the Union shall be granted authority to conduct no less than two (2) membership drives of up to thirty (30) days duration each per year, before and after duty hours and at break periods and lunch periods. Union Officials may conduct membership drives during duty hours, but this time must be charged against the Union’s annual official time allocation as described in Section 6. Upon request, the Employer shall provide the Union with tables, bulletin boards, and easels for use in such drives.

Section 10 – Restraint: There shall be no restraint, coercion or discrimination against any Union Official because of the performance of duties in consonance with this Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Agreement, the Act, or applicable regulations.

Section 11 -- Periodic Labor Relations Meetings: Being that periodic discussions between the Employer and the Union can foster good working relationships and keep both parties informed of areas of concerns, the parties agree to meet on the first day of each quarter, for not more than an hour, unless both parties agree to extend the meeting beyond one hour. Either party may suggest five (5) work days prior to each meeting that the meeting is not necessary and upon agreement by the other party, the meeting will be cancelled. The Union agrees to have its Officials and, if practicable, a Representative from NFFE, present for each meeting. The Employer agrees that the Chief, Mission Support Division or the Activity military deputy will be present for each meeting, along with the Activity Head if practicable. The Employer agrees to provide the location for the meeting, with preference for the 4th floor conference room in the Waterfield Building as the first option.

Section 12 – Assignment of Military Incumbents: Management agrees that they will notify the Union when assigning military incumbents to civilian positions and negotiate in good faith the impact on unit members adversely affected.

- 1 b. Will be on official time with the Union using the designated Union cost code for Local
- 2 Union Officials and Stewards.
- 3 c. Will be in at a facility provided by the Employer unless otherwise agreed upon by all
- 4 parties.
- 5 d. Will be balanced in participation with the total number of Union representatives not
- 6 exceeding the number of Employer representatives.

7

8 Section 4 – Impasses: When the parties to the Agreement cannot agree on a negotiable matter
9 and an impasse has been reached, the item shall be set aside. After all negotiable items on which
10 agreement can be reached have been disposed of; the parties shall again attempt to resolve the
11 previously set aside issues at impasse. Either or both parties may seek the services of the Federal
12 Mediation and Conciliation Service. When the services of mediation do not resolve the impasse,
13 either party may seek the services of the Federal Service Impasses Panel. When the Employer
14 believes that a matter is nonnegotiable, it will immediately advise the Union in writing of its
15 rationale. The Union has the right to proceed to the Federal Labor Relations Authority in
16 accordance with applicable laws and regulations to determine whether or not a compelling need
17 exists if that is the reason cited by the Employer for the claim of non-negotiability.

18

19 Section 5 – Executive Orders, DoD, HQDA and USACE Policy: Executive Orders, Department
20 of Department of Defense, Department of the Army and Corp of Engineers Orders, Directives,
21 Regulations and Policy that come into effect during the life of the Agreement shall be
22 implemented in accordance with 5 U.S.C. Chapter 71, Section 7117 (a)(2), thus requires impact
23 and implementation bargaining at the local level (NFFE 1028).

24

25 Section 6 – Past Practices: Those privileges of employees which by custom, tradition, and
26 known past practices have become an integral part of their working conditions shall not be
27 abridged as a result of not being enumerated in this Agreement. Neither the union nor USACE
28 waives the right to bargain over quality initiatives.

ARTICLE VII
GRIEVANCE PROCEDURES

Section 1 – Settling Disagreements: The expeditious resolution of grievances at the lowest possible level is in the best interest of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving complaints and grievances. Unit employees covered by this agreement may present a grievance which may be adjusted with or without Union representation at the grievant’s discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual representation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 2 – Negotiated Grievance Procedure:

The Union has the right under the Statute(5 U.S.C. 7121) as amended to establish a grievance procedure; however, the following items are not included:

- a. Claimed violation of statute related to prohibited political activities.
- b. Retirement, life insurance, or health insurance.
- c. Suspension or removal for national security under 5 United States Code, Section 7532.
- d. Examinations for employment, certification, or appointment.
- e. Classification of any position which does not result in the reduction in grade or pay of any employee.
- f. Termination of a temporary promotion.
- g. Termination of probationary employees.
- h. Adoption of or failure to adopt an employee suggestion or invention.

In addition, bargaining unit employees, who are dues paying members of NFFE/IAMAW Local 1028, shall be entitled to Union representation in the following areas that are outside the scope of the grievance procedure:

- a. Merit Systems Protection Board (MSPB) reviews and investigations.
- b. Office of Workers’ Compensation Programs (OWCP).
- c. Equal Employment Opportunity matters and EEOC charges and investigations.

- d. Federal Labor Standards Act (FLSA) status and deliberations.
- e. GAO and other appeal procedures established by law or regulations

Nothing in this section will prevent employees from exercising the option of appealing certain adverse actions to the MSPB, or reporting any prohibited personnel practice defined in law through the statutory appeals process, provided that the employee has not filed a formal grievance on the matter in accordance with this Agreement.

Presenting and Representing a Grievance: A grievance may be undertaken by the Union, an employee, or group of employees. The Union has the right to represent the employee in such grievances if requested by the employee. However, any employee or group of employees may personally present a grievance and have it heard without representation by the Union provided that the Union is given the opportunity to be present at all discussions during the grievance process. Because such grievances will fall under this CBA, the Union's role in being present at grievances where it is not representing an employee(s), is to observe the proceedings and resolutions as they relate, impact, or influence this Agreement to ensure fairness, consistency, and that this Agreement is not damaged or diminished. In exercising their rights to present a grievance, employee representatives shall be unimpeded and free from restraint, coercion, discrimination, and/or reprisal from the Union and/or the Employer's agents.

Section 4 – Grievance Resolution Procedure/Process: The following procedures are established for the resolution of grievances:

Informal Resolution. Grievances shall normally first be discussed informally by the employee and his representative, if any, and the immediate supervisor involved. The grievant has informally discussed the matter with his/her first line supervisor without resolution. Grievances must be presented within twenty-one (21) calendar days after the date of the event which precipitated the grievance. Such grievances shall not be presented or considered at a later date except where circumstances beyond control of the employee prevent timely presentation.

1 STEP 1: This step is also an informal procedure/step of grievance if the matter is not resolved
2 within seven (7) days of the first-line supervisor's final decision, or lack of a decision, the
3 grievant/union may file a written grievance to the second-line supervisor within seven (7) days.
4 The second level supervisor shall respond in writing to the written grievance and this written
5 response shall be given to the grievant within seven (7) days after receipt of the grievance. The
6 grievance issue(s) submitted in Step 1 shall be the only issue(s) considered at any further step in
7 the grievance procedure. Additional issues can be initiated at Step 1 as a separate grievance.

8
9 STEP 2: This step is also informal procedure/step of grievance if step 1 does not resolve the
10 matter, a request (by management and/or the union) will be made within ten (10) days of receipt
11 of the Step 1 decision to the Federal Mediation and Conciliation Service (FMCS) for the
12 assistance of a mediator. The mediation session(s) will be held at the earliest mutually agreeable
13 time. The parties (supervisor and employee) will make an earnest effort to resolve grievance(s)
14 in this dispute resolution step. During this step:

- 15 a. There will be no formal record of mediation meetings made by either party; mediation
16 attempts will not be part of subsequent arbitration.
- 17 b. Mediation will begin with a mediation conference which will be attended by all grievant
18 and the first-line level supervisor, only
- 19 c. Mediation meetings will be held at the Headquarters, Norfolk District or mutually agreed
20 location.
- 21 d. Any charges imposed for services by FMCS will be equally covered management and
22 union.
- 23 e. The mediator may not be a party to any subsequent proceeding should mediation fail.
- 24 f. Any materials presented to the mediator shall be returned to the party presenting the
25 materials at the termination of mediation.
- 26 g. The mediator will be asked to submit a recommendation in writing to both parties.

27 STEP 3: This is a formal step. The grievance, materials presented to the mediator, final
28 arguments by the parties, and the recommendation of the mediator will be presented to the
29 Activity Head within seven (7) days of the end of mediation. The Activity Head will issue a
30 decision within seven (7) days after receipt of this information. The decision of the Activity
31 Head is final unless the Union invokes arbitration.

1
2 Formal STEP 4: Arbitration per Article 8 of this Agreement.

3
4
5
6 Section 6 Advanced Placement of Grievances: An employee may initiate a grievance at a higher
7 step than the above procedure when the requested relief or corrective action is beyond the control
8 or authority of the Employer official at a lower step. The grievance must be initiated within
9 seventeen (17) days of the time the grievant could reasonably have been expected to be aware of
10 the incident.

11
12 Section 7 – Extensions: Extension for up to seven (7) days of the deadlines in this article will
13 generally be granted with written consent by the other party.

14 Failure of officials of the Employer to act within the agreed upon time frames will allow the
15 grievant to proceed to the next step of the grievance procedure. Failure of the grievant to act
16 within agreed upon times frames will allow the Employer to reject the grievance from
17 consideration. Extension will be granted for unusual cases provided it is mutually agreed upon
18 by the parties.

19
20 **ARTICLE VIII**
21 **ARBITRATION**

22
23 Section 1 – Referring to Arbitration: Should the parties fail to reach a satisfactory adjustment
24 of issues through the grievance procedure defined in Article 7, the Union or the Employer
25 may exercise the option to refer the matter to arbitration. To be considered timely, the party
26 requesting arbitration, within twenty (20) days after receipt of the final grievance decision,
27 must deliver the request to refer the matter to arbitration to the Union or Chief, the
28 Management Support Division.

29
30 Section 2-- Arbitrator Selection: Within seven (7) days from the date of the request for
31 arbitration either party may request the Federal Mediation and Conciliation Service (FMCS)

1 provide a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall
2 arrange to meet within ten (10) days after the receipt of such list. If not able to mutually agree
3 upon one of the listed arbitrators, then the Employer and the Union shall each strike one (1)
4 arbitrators name from the list of seven (7) names repeating this procedure until only one (1)
5 name remains. This striking of arbitrators shall take place in a single meeting, either in person or
6 by telephone. The remaining individual shall be the duly selected arbitrator. The parties will
7 toss a coin to determine which party shall have the first strike. Should either party refuse to
8 participate in the selection of an arbitrator, fail to take action, or unduly delay the proceedings,
9 the other party shall be entitled to unilaterally select an arbitrator. Should the other party, the
10 non-delaying party, not desire arbitration, the matter shall be dismissed from arbitration,
11 closed, and the grievance decision shall stand.

12
13 Section 3 -- Arbitration Date Selection and Modification: After an arbitration hearing date has
14 been agreed to by the parties, if it becomes necessary to postpone, either party may notify the
15 arbitrator. If there is a charge, the party requesting the postponement will pay said charges.
16 The party (the Union or the Employer) referring the issue to arbitration may withdraw the
17 request for arbitration at any time, provided the party withdrawing the request for arbitration,
18 agrees to bear the cost of all fees and expenses of the arbitrator accrued to that point.

19
20 Section 4 – Arbitrability:
21 The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and
22 define the explicit terms of this Agreement and agency policy, as necessary to render a decision.
23 The arbitrator shall have no authority to add to or modify any terms of this Agreement or agency
24 policy. Subject to Section 8 of this Article, the decision of the arbitrator shall be final and
25 binding on the parties of this Agreement.

26
27 Section 5 – Arbitration Funding: The arbitrator's fee and expenses of arbitration including
28 cost of the arbitrator's reasonable travel expenses (based upon DoD Joint Travel
29 Regulations) and per diem, shall be paid by the losing party. Further the Employer and Union
30 shall share equally the expenses of any mutually agreed upon services in connection with an
31 arbitration; not related to the arbitrators cost. In those cases where the arbitrator's decision

1 does not clearly establish the "losing party", costs will be shared equally by both parties. The
2 arbitration hearing will be held on the Employer's premises during the regular day shift hours
3 of the basic work week. The aggrieved employee's representative(s), the employee and
4 employee witnesses shall be in a pay status without charge to leave while participating in the
5 arbitration hearing.

6
7 Section 6 -- Limited Powers: The arbitrator shall have no power to add or subtract from, or to
8 modify any of the terms of this agreement.

9
10 Section 7 – Arbitration Scope: Arbitration under this Article will be one of the following
11 circumstances:

- 12 a. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts
13 at issue, and further agree that a hearing would serve no useful purpose. In this case,
14 all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request
15 for a decision based upon the facts presented.
- 16 b. An arbitrator inquiry can be used when the Parties agree that a formal hearing would
17 serve no useful purpose. In this case, the arbitrator would make such inquiries as
18 he/she deemed necessary (e.g., inspecting the work sites, taking statements).

19 An arbitration hearing should be used when a formal hearing is necessary to clarify the
20 matter in dispute and develop the facts that are in dispute between the Parties, and/or when the
21 Parties cannot agree to the procedures set forth in the previous two paragraphs of this Section. In
22 this case, a formal hearing will be convened and conducted by the arbitrator.

23
24 Section 8 – Arbitration Decision: The Arbitrator will be requested to render a written decision
25 as quickly as possible, but in any event not later than thirty (30) days after conclusion of the
26 hearing unless the parties otherwise agree.

27
28 Section 9 -- Arbitration Exceptions/Review: Either party may seek judicial review of the
29 arbitrator's decision on matters under MSPB Jurisdiction which could have been appealed to
30 the MSPB within thirty (30) days of the issuance of the decision. Such review will be sought
31 in the United States Court of Appeals for the Federal Circuit in accordance with the provisions

1 of 5 USC, Section 7703. Either party may file an exception with the FLRA to the arbitrator's
2 award in any matter other than those described above. Such exception must be filed within
3 thirty (30) days of the issuance of the decision in accordance with Authority procedures. If no
4 exception to an Arbitrator's award is filed during the thirty (30) day period beginning on the
5 date of the award, the award shall be final and binding. The Employer or the Union shall take
6 the action required by an arbitrator's award.

7

1 **ARTICLE IX**

2 **DISCIPLINARY AND ADVERSE ACTIONS**

3
4 Section 1 – General: The Employer shall Discipline in accordance with AR 690-700,
5 Subchapter 751 (Discipline). A disciplinary action is defined as an official letter of reprimand or
6 a suspension of fourteen (14) days or less. An adverse action is defined as a suspension of
7 fifteen (15) days or more, removal, reduction in grade, or a furlough of thirty (30) days or less.
8 Disciplinary and adverse actions must be undertaken only to promote the efficiency of the
9 service, shall be fair and equitable.

10 Section 2 – Employee Right to Union Representation: Employees of the Units are entitled to
11 Union representatives at any examination by officials of the Employer, if they reasonably believe
12 the discussion could result in disciplinary action and request such representation. Employees
13 will be notified of this right annually in accordance with the Weingarten Act.

14
15 Section 3 – Notice: All proposed disciplinary or adverse actions, except in the case of a letter of
16 reprimand, shall be preceded by a written notice to the Employee who is subject of the action,
17 and this notice shall inform the employee:

- 18 a. Of the specific incident or reasons for the proposed action;
- 19 b. Of the name of the deciding official to whom the employee may respond;
- 20 c. That the employee may answer orally and in writing and may submit affidavits or other
21 written statements in support of that answer;
- 22 d. That the employee’s response will be considered by the deciding official;
- 23 e. That the employees may be represented by an Union representative; an attorney; or other
24 representative;
- 25 f. Of the employee’s status during the notice period;
- 26 g. That the employee and/or representative shall be granted a reasonable amount of official
27 time to receive copies of and review the material relied on to support the reasons in the
28 notice, to secure affidavits or other written statements, and to prepare an answer to the
29 notice.

30 An employee will be given at least thirty (30) days advance written notice of an adverse
31 action. The thirty (30) days advanced written notice does not apply where the Employer is taking

1 action pursuant to the “crime provision” (5 U.S.C. Section 7513(b)(1)) or in the event of an
2 emergency furlough.

3
4 Section 3 – Notice for Removal: Concerning performance-related issues, please see Article XIV
5 of this Collective Bargaining Agreement.

6
7 Section 4 – Employee’s Answer and Extension: The employee will have a maximum of nine (9)
8 days from receipt of the proposal to transmit a reply to the deciding official. This period may be
9 extended by the deciding official upon request of the employee. Every effort shall be made to
10 approve reasonable requests for extension. The opportunity to reply does not apply to actions
11 taken in the event of an emergency furlough.”

12
13 Section 5 – Action by the Deciding Official: The deciding official shall be at a higher level in the
14 Activity than the proposing official. If the deputy district commander believes the effected
15 Employee’s chain of command has been involved in approving or deciding to initiate the
16 proposed action, the Activity shall appoint another similarly situated Supervisor from another
17 division or branch to be the deciding official. Deciding officials must be within the Norfolk
18 District Chain of Command. After investigating the incident and carefully considering the
19 evidence and the employee’s response and any mitigating factors, the deciding official shall
20 make an impartial decision on the merits of the case, and will withdraw the proposed action,
21 institute a lesser action, or institute the proposed action.

22
23 Section 6 – Final Notice: The Employer shall provide the Employee with a copy of all proposed
24 disciplinary actions. The Union shall receive notice of these proposed actions, but not including
25 the Employee’s name, work location, or immediate supervisor’s name. A formal written
26 reprimand is not permanent in nature and will be withdrawn from the official personnel folder
27 per one or more of the following circumstances:

- 28 a. Expiration of the period specified in the letter of reprimand as per AR 690-700 Chapter
29 751, Subchapter 3,

- 1 b. Determination through an appropriate adjudicatory procedure or by an appropriate
2 management official of the involved activity that the reprimand is unwarranted and
3 should be withdrawn,
- 4 c. Determination by the initiating supervisor that the employee has sufficiently corrected his
5 or her behavior and the letter of reprimand has served its purpose.

6

7 Section 7 -- Appeal. The employee shall be advised in the decision referenced in Section 5
8 above of their right to appeal the action to the MSPB or grieve under the negotiated grievance
9 procedure, but not both. The appropriate MSPB address and the names of the Union Officers
10 will be included in the final decision. If the disciplinary or adverse action is found to be
11 unwarranted on appeal, the Employer will take all required corrective actions in accordance with
12 the OPM and the MSPB.

13

14 Section 8 - Counseling/Letter of Warning: Counseling is an Employer's tool to identify and
15 change performance and/or behavior. The Employer may use verbal or written
16 counseling/warning/admonishment to assist an Employee to change performance and/or
17 behavior, i.e. tardiness, excessive unscheduled absence, etc. The Parties agree that at times it
18 may be necessary for an Employer to provide a written confirmation of a verbal counseling, for
19 record keeping. If substance abuse is suspected, counseling will include an offer of assistance
20 through a mental health professional or the Employee Assistance Program (EAP) as described in
21 Article XXV of this agreement. Counseling with an EAP counselor is strictly confidential unless
22 the Employee implies or directly threatens to harm himself/herself or others.

23

24 Section 9 – Stay of Suspension Action: In any disciplinary actions resulting in suspension of
25 more than fourteen (14) days without pay, such action shall not be effected against the employee
26 until his/her rights are fully exercised. Finality of appeal rights shall mean the receipt of a
27 decision from the Merit Systems Protection Board or the arbitrator. The Employer and The
28 Union agree that this section does not apply to a removal from the Federal Service.

29

1 **ARTICLE X**
2 **EQUAL EMPLOYMENT OPPORTUNITY**
3

4 Section 1 – General: The strength of the Army’s and the Corps of Engineers Equal Opportunity
5 Program is founded on trust and confidentiality. As such, management agrees to provide the
6 Union with any command climate surveys that, once released by the Activity, are authorized to
7 be posted in the public domain.
8

9 Section 2 – Policy: The Employer shall not in any way discriminate for or against an individual
10 regarding employment or conditions of employment because of race, color, religion, sex,
11 national origin, age, disability, genetic information, or other illegal basis such as reprisal for
12 participation in or opposition to a protected activity. The Activity EEO process shall be in
13 adherence with all EEO laws and applicable laws and regulations.
14

15 Section 3 – Reports: Upon the request of a Union Officer, Management will provide the
16 Activity’s Annual Management Directive-715 Report which includes employee recognition and
17 awards by Performance Rating-Distribution by Disability, Distribution of awards by supervisory
18 status; supervisor-Permanent Workforce Distribution; and Statistical Report and Complaints
19 Processing Summary. The Union can request in writing, to the Commander, additional
20 information on any aspect of the District’s EEO Program.
21

22 Union and Management recognizes the importance of required training for Sexual Harassment
23 and Assault Response Program(SHARP), the Notification and Federal Employee Anti-
24 discrimination and Retaliation Act(No Fear Act), and Alternative Dispute Resolution(ADR)
25

26 Section 4 – Disciplinary Actions: Anyone found to have engaged in discriminatory practices
27 against any employee of this activity may be subject to disciplinary action per applicable laws,
28 regulations, and policy statements. The Activity’s EEO Policy is captured in Policy Letter ___
29 and is published in the Employee Handbook and on multimedia sources throughout the Activity.
30 Employees have the right to meet with EEO and be briefed on the findings and corrective actions
31 of their particular case to the extent that they are releasable under the Privacy Act.

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Section 5 – Official Time for EEO Complaints: An employee or his/her representative, if the representative is an employee, shall be given a reasonable amount of time to prepare and present an EEO complaint. A complainant and/or representative shall use official time to prepare or attend any conference, meeting, hearing, investigation or trial in connection with an EEO complaint. The complainant and/or complainant representative should discuss the need for time with each individual’s respective supervisor and provide an approximation of time needed and a rough schedule of objectives and dates. The complainant and/or complainant representative need not specify the details of their case or details on what they plan to do when requesting official time. For the complainant, time will be charged to the office from which the complaint arose. If a Union Official is representing the complainant, official time will be charged to the Union Cost Account and not to an office or Unit of the Norfolk District. If a Union Official is not representing, but monitoring proceedings, said Official’s official time will be charged to the Union Cost Account, and not to an office or Unit of Norfolk District. The Union’s annual allocation is set forth in Article 5, Section 6 of this agreement.

1 **ARTICLE XI**

2 **MERIT SYSTEM – PROMOTION AND DETAIL**

3
4 Section 1 – General: Promotions and details to positions will conform to Merit Promotion
5 Procedures, 5 CFR 335.103 (b)(1) and all other applicable laws and regulations. The Employer
6 agrees to conduct training sessions for all employees to enhance their understanding of the merit
7 system and to assure fair, equitable, and consistent practices in carrying out the merit promotion
8 procedures. The Employer will ensure that all qualified people have equal opportunity for
9 promotion in accordance with the Article on Equal Employment Opportunity.

10
11 Section 2 – Equal Consideration: Equal consideration will be given to all Employees within the
12 Activity who apply, consistent with provisions of the Merit Promotion Procedures.

13
14 Section 3 – Vacancies: All unit vacancies filled under the Merit Promotion Program shall be
15 appropriately publicized to ensure that all employees have an equal opportunity to participate in
16 the merit promotion program. Vacancies within the Waterfield Building and at all field
17 construction and regulatory offices shall be advertised via the Activity’s email system to all
18 eligible employees and published during the Command and Staff notes. All employees will have
19 access to the current vacancies concurrent with the posting. Unit employees shall receive equal
20 consideration for selection under the merit promotion program.

21
22 Section 4 – Hiring Actions: When a position is to be filled under the provisions of the Merit
23 Promotion Plan, it shall be fully identified as to grade, title, organizational location, and whether
24 permanent or temporary. If a position is announced as temporary and the announcement does
25 not state that it may become permanent, the position will be re-announced if it does become
26 permanent.

27
28 Section 5 – Classification, Qualification and Promotion: Management assigns details as a work
29 right and understands that neither details nor the position classification process will be used as a
30 method to circumvent competitive promotions. The qualification requirements and selective
31 placement factors for positions to be filled through merit promotion procedures shall be fully

1 relevant to such positions, as determined by OPM. Promotion procedures will apply to selection
2 by transfer, reinstatement or reassignment to positions with known advancement opportunity. If
3 the positions evolve into a higher grade, the positions will be considered merit-based and follow
4 merit-based promotion factors.

5
6 Section 6 – Vacancy Announcement Windows: All vacancy announcements will be advertised
7 for at least seven (7) days through the use of the automated vacancy list, with the exception of
8 the CP 18 program; vacancy announcements. That program will be advertised for a minimum of
9 14 days.

10

11 Section 7- Selection Panels: DELETED per review of higher authority/DOD Civilian Personnel
12 Advisory Service, July 2, 2014.

13

14 Section 8 – Promotion Factors: Determination of methods and forms to be used in the evaluation
15 and ranking of candidates shall be per applicable Army regulations. Mission Support Division
16 will notify the Union in advance of any selection or appointment when a unit position is to be
17 filled as an exception to the Merit Promotion Plan. Appraisals of promotion candidates shall be
18 used in the selection process per AR-690-335-1.

19

20 Section 9 – Non-Selected Employee Rights: A unit employee who grieves a Merit Promotion
21 Action under Article VII may request representation by the Union. The following information
22 about specific promotion actions shall be available to an employee and/or representative upon
23 request:

- 24 a. Whether the employee was considered for promotion and, if so, whether he/she was
25 eligible on the basis of the minimum qualification requirements for the position;
26 b. Whether the employee was one of those in the group from which the selection was made
27 and the number of the candidates in the group;
28 c. The name of the selected individual;

29

1 d. Any and all documents used in evaluating his or her individual performance for
2 promotion purposes. Subject to the provisions of the Privacy Act, he/she will be
3 furnished copies of these documents upon request.
4

5 Section 10 – Career Ladder Promotions: Employees within a career ladder (for example GS-
6 5/7/9/11) who have performed satisfactorily will be considered for promotion to the next step of
7 that ladder as soon as they have met time-in-grade requirements.
8

9 Section 11- Scope and Processes for Details: Management has the right to assign work, in
10 accordance with 5USC2302, to best meet the requirements of the Activity’s mission. Employees
11 to be detailed shall be given at least a three-day advance notice before assignment to the new
12 position. Details of thirty (30) days or more shall be recorded in the employee’s official
13 personnel folder, and copies of the record forwarded to the employee.
14

15
16 Section 12 - Temporary Promotion: An employee temporarily placed in a higher grade
17 position or assigned to a group of duties warranting a higher grade shall be temporarily
18 promoted, if qualified and shall be paid commensurate with the position or duties from the first
19 day of the assignment, provided it is known in advance that the temporary assignment will last
20 thirty (30) days or more. Temporary promotions of one hundred twenty one (121) days or more
21 will be made based on competitive procedures.
22

1 **ARTICLE XII**

2 **POSITION DESCRIPTION AND CLASSIFICATION**

3
4 Section 1 – General: Each employee is entitled to a complete and accurate position description
5 that reflects the actual and intended duties of the position. The duties and responsibilities of each
6 position, as documented in the position description, are determined by the Employer. Position
7 descriptions and the classification of position descriptions will be conducted within the
8 guidelines issued and authority delegated by the Office of Personnel Management and
9 appropriate Army guidance. Each Employee’s position description and classification shall be
10 reviewed/discussed bi-annually by the Employee and the Supervisor. The purposes of this
11 review/discussion include a dialogue between Employer and Employee about the accuracy of the
12 job description, as well as the work progress of the Employee.

13
14 Section 2 – Other Duties as Assigned: Management has the right to assign work. The term
15 “Other Duties as Assigned” is intended to cover only incidental and irregular duties associated
16 with the employee’s job that are not specifically described in the job description and do not
17 exceed 25% of the Employee’s work.

18
19 Section 3 – Work Load Work Force Alignment: In the event of a decrease in project work for
20 the Activity, the Employer will use every authorized method to manage the workforce to meet
21 workload requirements that require similar skills. Employees must understand that this
22 procedure is managed at Division and Headquarters USACE level and often time remedies will
23 be regional in nature.

24
25 Section 4 – Position Description Clarification: Position classification is a management right.
26 Bargaining unit members may consult with Chief, Mission Support Division, at any time on an
27 informal basis for the purpose of obtaining, correcting, or clarifying their job description.
28 If an employee is dissatisfied with their position description, he/she, after exhausting the
29 remedies within this Article, has the right to grieve the matter pursuant to this Agreement, or
30 appeal the matter to OPM; and may be assisted by the Union.

1 Section 5 – Position Description Review: An Employee who believes that his or her Position
2 Description is inaccurate or improperly classified shall have the right to request that their
3 supervisor review the Position Description and/or classification. If the supervisor and employee
4 agree that the position description should be revised, the supervisor shall re-draft the position
5 description and submit the new draft to Chief, Mission Support Division for review within a
6 reasonable amount of time of the request, not to exceed 20 days from submittal of the agreed to
7 draft unless granted an extension by the Commander or Deputy Commander.

8

9 Section 6 – Position Description Redress: Classification is a management right. However, if the
10 supervisor and employee do not agree upon the Position Description (hereinafter “PD”) or
11 Classification; or the supervisor does not respond to the Employee’s request for review within 20
12 days, the employee should contact Chief, Mission Support Division for resolution, and may elect
13 to have a Union representative present. Chief, Mission Support Division will provide an answer
14 within twenty (20) days unless an extension is granted by the Commander or Deputy
15 Commander. If the PD/Classification issue remains unresolved, the Employee may appeal
16 through DOD to OPM. General Schedule employees can appeal directly to OPM at their
17 discretion. Chief, Mission Support Division will notify the Union of all appeals to OPM.

18

19 Section 7 – Downgrading: Employees of the unit whose positions are downgraded as a result of
20 re-classification may appeal to the MSPB within 30 days of notice of the downgrade. Notices to
21 the Employee of such actions shall include an explanation of the Employee’s options for review,
22 including how and where to appeal to the MSPB.

23

24

25

26

27

ARTICLE XIII

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ARTICLE XIV
PERFORMANCE MANAGEMENT

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2
3
4 Section 1 – General: Management has the right to set performance objectives and tailor them to
5 positions as needed. The Employer will maintain an approved Department of the Army
6 Performance Management Program that complies with governing laws and regulations. The
7 program will include achievable performance standards, and objectives, which will permit the
8 accurate and fair evaluation of an Employee's performance of his/her position and duties on the
9 basis of objective criteria. Any changes to the Performance Management Program by the
10 Employer will be provided in advance to the Union for appropriate Impact and Implementation
11 (I&I).

12
13 Section 2 -- Performance Counseling: The Employer shall conduct performance counseling
14 sessions in accordance with AR 690-400, "TAPES." The Employer should encourage and
15 motivate employees to perform to their full potential by providing positive feedback and
16 recognition of good performance. In the interest of providing for objectivity in a Employee's
17 appraisal by a supervisor, an employee shall have been working under the applicable standards
18 and supervisor for at least one hundred twenty (120) days. If a supervisor leaves his or her
19 supervisory position, he or she will provide employees for whom he or she is the rater (and has
20 supervised for at least 120 days), a special appraisal prior to departure.

21
22 Section 3 – Performance Objectives: Annual Performance Objectives and identified critical
23 elements are the tasks and work expected to be accomplished in the upcoming
24 year. Performance Objectives shall be discussed and developed jointly by
25 employees and their supervisors. Once developed, the Objectives shall be put in writing
26 by the supervisor and signed by both the employee and supervisor. Further amendments may
27 be made during the rating year, and these amendments shall be noted with the parties' initials.
28 The evaluating supervisor shall be an individual who has the opportunity to review and assess
29 the employee's performance in accordance with AR 690-400. Employees may only be
30 evaluated against their Performance Standards and Objectives, and never against their fellow
31 employees or coworkers. No supervisor may for any reason pre-determine the number of

1 specific ratings of a section or unit of employees being rated is to receive, and shall never pre-
2 dictate the number of different rating levels for units of employees; with said levels to be
3 determined solely from performance judged against the performance standards and objectives.
4

5 Section 4 -- Evaluations: The annual performance appraisal will be in written form. All
6 performance appraisals will be reviewed and approved by the senior rater following the end
7 of the rating period. The supervisor will discuss the employee's job performance with the
8 employee in private during the Mid Term Evaluation. If the supervisor has identified
9 shortcomings in the employee's performance, the employee shall be notified of these in
10 writing at Mid Term meeting or in an ad hoc discussion. The supervisor will suggest in writing
11 ways for the employee to improve the quantity and quality of work, in order for the employee
12 to more satisfactorily perform duties at expected levels and to further the mission of the
13 Activity. For the Yearly Final Performance Evaluation, the Rater will discuss first a
14 proposed Performance Evaluation with the Employee and receive and hear from the
15 employee evidence or information that may correct misunderstandings, correct the
16 record, or affect the evaluation. The supervisor will make changes to the evaluation if
17 deemed appropriate by the Supervisor, and provide the Employee the opportunity to
18 sign for receipt of the Evaluation, and allow the employee a copy of the Evaluation and
19 attachments. At this time, if the Employee remains dissatisfied, he/she may initiate the
20 grievance procedures herein.
21

22 Section 5 -- Unacceptable Performance:

23 a. When an employee is considered to be performing at an unacceptable level at any
24 time during the performance year, the employee will be issued a Performance Improvement
25 Plan (PIP) in writing to notify employees of deficient performance. The PIP will include the
26 critical elements upon which the unacceptable performance is based, specific instances of
27 unacceptable performance, and what action must be taken to improve his/her performance to
28 an acceptable level.

29 b. The supervisor will provide an opportunity period of no less than sixty (60) days for
30 the employee to bring his/her performance to an acceptable level. The duration chosen by
31 the supervisor shall take into account the discussions held in a) and b) above.

1 **Section 6 PIP**

2 c. During the opportunity period of the PIP, the supervisor will monitor and appraise
3 the employee's performance to note if there is improvement or not. After the employee has
4 been afforded a reasonable opportunity to demonstrate acceptable performance and if the
5 employee fails to demonstrate acceptable performance; measured by unacceptable performance
6 in one or more of the critical elements identified in the PIP, the Employer may initiate a
7 reduction in grade or removal action pursuant to 5 CFR Section 432.104. When deemed
8 appropriate, the supervisor will provide the employee a written notice of the proposed
9 adverse action, which shall specify:

- 10 (1) The specific instances of unacceptable performance.
11 (2) The critical elements involved.
12 (3) The employee's right to representation.
13 (4) At least seven (7) days from receipt by the employee of the proposed
14 action, the employee may respond in writing to the proposed action.
15 (5) The name, title and work phone number of the official designated to hear an
16 oral and written reply from the employee.

17 d. Such notice will be given to the employee at least thirty (30) days in advance of a
18 final decision on the unacceptable performance action.

19
20 Section 7 – Employee Assistance Program (EAP): The procedures of the EAP will be made
21 available to any employee who so requests

22
23 Section 8- If an employee is the subject of an action based on unacceptable performance and the
24 employee files for disability retirement, the Management agrees to stay the action for a
25 reasonable period of time to allow a determination to be made concerning the disability
26 retirement. When an application for disability retirement of an employee is approved, the
27 employee, at his/her option, may use any available sick leave.

28 In order to facilitate this action, consideration of medical conditions, per 5CFR 432.105(C) (iv),
29 requires medical documentation.

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ARTICLE XV

ARTICLE XVII
SAFETY AND HEALTH

Section 1 – General: The Employer has the responsibility of providing safe and healthful working conditions that meet the requirements of applicable laws, regulations, and policies; including, but not limited to, AR 385-10 (incorporating the provisions of the Occupational Safety and Health Act (OSHA). The Employer will encourage employees to work safely, including but not limited to establishing training programs to ensure that all employees are informed of safe working habits and practices appropriate to their jobs. The Employer will instruct employees in safe working habits as appropriate, and in practices and procedures with regard to specific job assignments. The Employer will ensure that manuals and regulations relating to safety and health are available to all employees. When an employee feels that he or she is subject to conditions so unsafe or adverse that a short- term exposure to such conditions could be detrimental to health or safety, the Commander’s Policy Memorandum for Safety and/or available Army or OSHA information should be used for guidance. An employee must advise his/her supervisor that he/she believes conditions pose sufficient risk to warrant stopping work and leaving the area if he/she feels the risk is too severe to stay in that environment.

Section 2 – Safety Messages: The Union agrees that the Employer can use and require employees to use various communication tools (phone and/or email) and collect point of contact information for the purpose of notifications between employees and the Employer in the instance of emergency, health, safety, terrorist threats or activities, or weather related issues. The Employer will protect this personal employee information and use it only in appropriate circumstances.

Section 3 – Changes to Safety Policy and Procedures: 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. Whenever a risk cannot be promptly abated, the Employer shall notify the Union of the existence of the risk, including a schedule of specific interim steps to protect employees.

1 Section 4 – Reporting Unsafe Conditions: In accordance with the Commander’s Policy
2 Memorandum SA-01 (et seq), employees are required to report any observed unsafe or unhealthy
3 conditions to the employee’s immediate supervisor. The Employer will protect from reprisal any
4 employees who in good faith identify hazards, or raise safety and health concerns. Employees
5 have the right to request that the Commander or his designee arrange for an OSHA
6 representative to conduct an inspection if the Employee believes hazardous conditions are
7 present in the workplace.

8
9 Section 5: Safety Meetings: The employer shall allow one (1) member of the Union Local
10 Executive Board/union member to serve on the District Safety and Health Committee. The
11 Union Local Executive Board will charge time and attendance in accordance with Article V,
12 Section 7.

13
14 Section 6 -- Personal Protective Clothing and Equipment: The Employer will provide, maintain,
15 and replace as needed appropriate and suitable protective clothing, equipment and safety devices
16 for employees engaged in activities requiring these items pursuant to EM 385-1-1 of the COE
17 regulations and applicable OSHA Regulations. Employees shall wear such protective equipment
18 at all times while engaged in activities where wearing of such personal protective clothing and
19 equipment is required by the Employer or specified by law or regulation. Repair or replacement
20 of issued safety gear shall be provided by the Employer if said gear is worn out, lost, or stolen at
21 no fault of the employee. Employees are responsible and accountable for all properly assigned
22 organizational equipment. For those employees engaged in field work where dangerous and
23 venomous animals are commonly present the Activity will provide specific countermeasures
24 upon request by affected employees.

25
26 Section 7 – Shower Facilities: In accordance with EM 385-1-1 Section 02.G, the Employer will
27 provide or allow access to shower facilities for employees who work in work hazardous work
28 environments. Showers are available on the fourth floor of the Waterfield building on the East
29 side. Employees may also utilize shower facilities at gyms, military facilities, or residence,
30 whichever is more practicable and closest to the route to and from the project sites. Showers at

1 homes, military facilities, or gyms are limited to 30 minutes and will be accomplished in a duty
2 status. Employees on travel must ensure their lodging provides a shower for this purpose.

3
4 Section 8 – Exposure: Any employee who is exposed or believes he/she has been exposed to the
5 threats and risks outlined in Section 7 shall report this exposure to the Employer in accordance
6 Section 4 and the District Commander’s Policy Letter on Safety. The supervisor will provide the
7 appropriate procedure to remedy the situation. The health risks due to the presence of pests,
8 snakes, and insects/ticks/other hazards must be incorporated into all supervisors’ risk
9 assessments.

10
11 Section 9 – Indoor Air Quality: The Employer will comply with EM 385-1-1 Section 06.k
12 Indoor Air Quality (IAQ) standards and appropriate OSHA regulations and Department of
13 Defense Instructions. IAQ Standards will be monitored. In accordance with Section 4, all
14 employees have the right to report IAQ concerns or complaints to the Employer for
15 investigation.

16
17 Section 10 – Lighting and Square Footage: The Employer will comply with EM 385-1-1 Section
18 7 Lighting; appropriate OSHA regulations and Department of Defense Instructions. Employees
19 will not be required to work in overly dark or areas that do not meet the minimum square footage
20 requirement as set forth by the above mentioned standards.

21
22 Section 11 – Noise Abatement and Protection: The Employer will comply with EM 385-1-1
23 Section 05.C; and appropriate OSHA regulations, and Department of Defense Instructions to
24 protect employees from hearing loss and/or damage due to excessive noise. Employees may
25 report exposures to noise and request appropriate noise abatement procedures and/or Personal
26 Protective Equipment (PPE), which the Activity shall provide.

27
28 Section 12 – Equipment Qualification, Licensing and Training: DELETED per review of higher
29 authority/ DOD Civilian Personnel Advisory Service, July 2, 2014.

30
31 Section 13 -- Job Related Injuries, Occupational Illnesses or Diseases:

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a. Employees must report to their supervisor immediately all injuries or illnesses which occur on the job, no matter how slight. In the case of job related injury/illness, the appropriate Employer representative will explain to the affected bargaining unit employee the rights and options available under the Federal Employee’s Compensation Act. The Employer will supply the employee with the appropriate claims forms and assist the employee in the completion of the forms. Employee-submitted forms will be promptly forwarded to Chief, Mission Support Division for proper handling and disposition. The Employer will ensure the employee-submitted forms and forms that must be completed by the Activity, are promptly forwarded to the appropriate District of the Office of Worker’s Compensation Program.

b. The Employer will comply, as required by statute, with Office of Workers’ Compensation Program (OWCP) guidance regarding the individual employee’s on-the-job injury or illness. The Employer may temporarily assign work to the injured employee in his/her regular position based on the limitations set forth by OWCP or the Employer may temporarily assign other duties or the Employer may have other options based on the limitations set forth by OWCP. The intent is to return the employee to full duty status as soon as possible.

c. The employee will comply, as required by statute, with OWCP guidance regarding the individual employee’s on-the-job injury or illness. Employees who do not accept valid work assignments may have continuation of pay and Federal Employees Compensation Act benefits terminated.

d. In consonance with Department of Labor Rules and Regulations, on-the-job accident and illness records shall be maintained and reported. A copy of all incident reports shall be provided to the Union via the Union’s Safety Committee representative (if available) by the District Safety Office.

1 **ARTICLE XVIII**
2 **ORIENTATION OF NEW EMPLOYEES**

3
4 Section 1 -- General: Each eligible new employee shall receive a Welcome Packet, a
5 Newcomer's Handbook, SF 1187, and an electronic copy of this Agreement. The Union will
6 provide Management a list of the officers and representatives of the Union for inclusion into the
7 Newcomer's packet.

8
9 Section 2 -- New Employee Orientation: The Employer welcomes the Union at any formal
10 orientation session of new employees conducted by the Employer. The Employer will notify the
11 Union of new employee orientation sessions (time and locations) eight (8) days prior to the
12 session. When notified, the Union may provide, at least three (3) days prior to the orientation,
13 one PowerPoint Slide for the Employer to insert into its PowerPoint presentation to be presented
14 to new employees

15
16 **ARTICLE XIX**
17 **INCENTIVE AWARDS**

18
19 Section 1 – General: The Employer will implement and operate the awards program in
20 accordance with AR 672-20. Elements for Incentive Awards Criteria include Budget
21 Considerations and performance ratings. The Commander's Policy Memorandum Number EX-
22 05, Subject: Non-monetary Awards will have a separate implementation from the AR 672-20
23 Incentive Awards (monetary awards).

24
25 Section 2 – Committee Staffing: The Employer agrees that the Union shall fully participate in
26 the coordination staffing for Incentive Awards. The Union will play an equal role as Counsel,
27 EEO, MSD, and RM to ensure Awards are distributed in a legal, fair, and equitable manner.
28 Awards Committees, if held, should include key persons from the major elements of the activity
29 who have knowledge of the activity and its mission, and who are objective and will agree to
30 distribute awards in an unbiased manner.

1 Section 3 – Formal Awards Committee Meetings: Per AR 672-20, the Activity will host a
2 formal awards committee meeting either in person; teleconference; webinar, at the discretion of
3 the Commander. The committee should be advised by the Civilian Personnel office before
4 meeting. The incentive awards committee will:

- 5 a. Consider and present recommendations to the commander concerning the following:
 - 6 1) Nominations for cash and honorary awards.
 - 7 2) Nominations that are competitive and involve the evaluation of accomplishments
8 of several individuals or groups.
 - 9 3) Difficult, complex, or controversial cases.
- 10 b. Assist the commander to:
 - 11 1) Plan the incentive awards program activities.
 - 12 2) Determine aspects of the program to be given special emphasis.
 - 13 3) Implement new program features.
 - 14 4) Improve local administration.
 - 15 5) Evaluate the effectiveness of the program, including adherence

16
17 Section 4 -- Awards Information: The Employer agrees to provide information to all employees
18 on how to compete for all eligible awards so that they understand the benefits to be derived from
19 the program and are encouraged to participate.

20
21 Section 5 -- Awards Program and Summary: The employer will provide a summary, if one is
22 completed, to the Union covering the awards program for the previous year that presents
23 monetary awards sorted by grade-level and monetary awards sorted by job category. No
24 personal information will be included in these lists.

1 **ARTICLE XX**

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5 **ARTICLE XXI**

6 **TRAINING**

7
8 Section 1 -- General: Although it is expected that personnel are generally qualified to perform
9 their duties as a prerequisite to employment, the parties recognize the possible need for
10 additional training, or retraining, to assure professional development and career planning for
11 employees and to maintain the competency of the work force. Supervisors will provide training
12 opportunities to employees based on mission requirements, employee performance, and budget
13 considerations and without regard to personal favoritism, employee organization membership, or
14 any other facet to an employee's life not directly related to on-the-job performance.

15
16 Section 2 -- Training Programs: The Employer is responsible for establishing training programs
17 to improve employee efficiency. The Employer is responsible for implementing an annual
18 Individual Development Plan (IDP) for each employee and identifying present and future
19 organizational training needs. First line supervisors shall communicate training requirements
20 and opportunities for each position/employee on a semi-annual basis. This can be done during
21 each semi-annual performance appraisal. The Employer shall distribute Employee-requested
22 training opportunities in a non-discriminatory, fair and equitable manner. Provision of all
23 training opportunities is subject to available funds. The Union will have input on District
24 training through Periodic Labor Relations Meeting as described in Article V, Section 12. The
25 Employer and the Union acknowledge that some work-related training during non-duty hours
26 benefits both parties while gaining additional knowledge applicable to the mission.

27
28 Section 3 -- On-the-Job Training: Both parties agree that the Employer is responsible for
29 providing any mission required or mission beneficial training along with the required
30 resources(hours, funding, materials, workload/schedule adjustments).

1 Section 4 -- Scheduling: The Employer shall, when feasible, provide in-house training courses,
2 seminars, conferences, and meetings during normal duty hours to allow employees the
3 opportunity to participate.
4

5 Section 5 -- Records: Chief, Management Support Division agrees to provide guidance to CPAC
6 to enable employees to record training accomplishments in their Civilian Personnel Online
7 database. It is the employee's individual responsibility to keep his or her personnel folder
8 current and complete to fully reflect total employment experience, training and education. The
9 Union agrees to encourage employees to review their personnel folders to assure that training is
10 accurately recorded. If an Employee has an issue with the contents of his/her official personnel
11 file, he/she may consult with Management Support Division for assistance.
12

13 Section 6 -- Expenses: The Employer will extend every reasonable consideration to the
14 reimbursement of tuition to be incurred by an employee in attendance at work-related courses on
15 his/her own time. Partial or full reimbursement shall be requested prior to the commencement of
16 the training and, if approved, shall be in accordance with existing policies and regulations.
17

18 Section 7 -- Use of Equipment: Subject to applicable regulations, the Employer agrees to make
19 available to all employees enrolled in approved training courses academic aids such as
20 computers, etc., if available on the premises of the Activity, at mutually agreeable times during
21 the employee's non-duty hours.
22

23 Section 8 -- Special Training: In order to promote efficient and effective supervisor/employee
24 relations, the Union encourages the Employer to include military officers in problem resolution
25 and civilian personnel regulations training.
26

27 Section 9 -- Mentoring/ Leadership Development Program: The Union and the Employer agree
28 that mentorship is beneficial for both parties. The Employer shall encourage voluntary
29 mentoring. Mentorship in the Activity is strictly voluntary. Self-selection of mentors and
30 protégé is encouraged and occurs through a developmental relationship that exists between a
31 person of greater experience and a person of lesser experience that is characterized by mutual

1 trust and respect. Having a mentor or completion of the District's Leadership Development
2 Program does not guarantee job promotions or job placement.

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4 Section 10-Supervisor Training- DELETED per review of higher authority/DOD Civilian
5 Personnel Advisory Service, July 2, 2014.

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4 **ARTICLE XXII**
5 **CONTRACTING OUT OF WORK**

6 Section 1 -- General: The Employer agrees to discuss openly and fully with the Union regarding
7 the procedures to be used in implementing awarded contracts for the contracting out of work
8 function. The Employer agrees to notify the Union awarded contracts for the contracting out of
9 work function at the earliest possible time. This shall include provision to the Union of all
10 material requested on any such contract awarded by the Employer subject to applicable
11 regulations.

12 Section 2 -- Workload/Workforce Management: The Employer agrees to negotiate with Union,
13 if requested, on possible actions to minimize the impact on the unit employees affected by a
14 decision to contract-out. Maximum retention of career employees shall be achieved by
15 considering attrition patterns and restricting new hires to levels determined necessary by the
16 Employer. If funding exist for the position and additional cost is not incurred, affected
17 employees will be reassigned and/or retrained for other jobs within the Agency, prior to
18 instituting any reduction in force procedures.

19
20 Section 3 -- Competition: Management shall maximize in-sourcing of work functions unless the
21 work is beyond the Activity's skill sets or the out- sourcing of such tasks is more cost effective
22 for the Government.

ARTICLE XXIII
REDUCTION-IN-FORCE (RIF)

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4 Section 1 – General: The parties recognize the benefit of working cooperatively to promote
5 efficiency in order to preclude Reduction In Force (RIF) situations and agree to work together
6 toward that end as much as possible by law. Office of Personnel Management (OPM)
7 regulation, 5 C.F.R. Part 351 covering reduction-in-force (RIF) procedures for employees in the
8 competitive service will be utilized by the Employer and the Union in carrying out their labor-
9 management responsibilities throughout the RIF process.

10
11 Section 2 – Effectuating a RIF: The Employer and the Union will negotiate impact and
12 implementation of the procedures to be used in effectuating a RIF. The Union will monitor the
13 procedures to be used in effectuating a RIF. The parties recognize, however, that a RIF will be
14 carried out in compliance with applicable laws and regulations in effect at the time the RIF is
15 conducted. The Union agrees that all information provided shall be kept confidential and not
16 released to employees except to Union representatives or government officials until all affected
17 employees are informed by the Employer. Prior to the implementation of any the Employer
18 decision concerning a RIF, the Union will receive a copy of such action twelve (12) days in
19 advance.

20
21 Section 3 – Notice: The Employer agrees to provide a sixty (60) day notice to unit employees
22 affected by a RIF.

23
24 Section 4- Re-Promotion and Re-Hiring: With regard to affected employees, the employer agrees
25 to follow the procedures outlined in 5 C.F.R. Part 351 and provide all special considerations as
26 outlined in 5 C.F.R. Part 351 (and any subsequent revisions).

27 The following section is provided for general information to the bargaining unit employees and
28 should accurately reflect the Re-Promotion and Re-hiring procedures in the regulations:

- 29 a. Employees who have been downgraded because of the RIF process will obtain
30 Re-promotion to their former grades as specified in 5 C.F.R. Part 351, which at
31 this time states the following in part(provided for information purposes):

1 (1) Employees will be referred for re-promotion to positions at their
2 former grades and competitive levels, or their former grades in other
3 competitive levels, or to intervening grades if they are minimally
4 qualified for the position. If it can be expected that a unit employee
5 would minimally qualify for a vacant position within ninety (90) days in
6 training in that position, the Employer will consider detailing the
7 employee to that position.
8

9 (2) An employee meeting the above criteria who believes he/she has not
10 been adequately considered for re-promotion may file a grievance under
11 the Agreement's negotiated grievance procedure.

12 Re-Promotion

13 An employee who receives a change to a lower grade through no personal fault shall be entitled
14 to special consideration for re-promotion for a period of three years after the reduction.

15 Employees who apply for promotions to their former positions or equivalent or intervening
16 positions and who were changed to a lower grade because of reduction-in-force shall be
17 considered for promotion to such former positions or intervening positions in inverse order of
18 retention standing subject to the following criteria.

- 19
- 20 a. The employee's service in the higher rating was satisfactory;
 - 21 b. The employee's conduct prior to the change to the lower grade and during the period
22 subsequent to the grade change was satisfactory, based on an over-all review of the
23 employee's personnel record;
 - 24 c. The employee meets current qualifications standards for the position.
 - 25 d. The action which entitled the employee to such consideration occurred within the
26 Department of Defense.
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Section 5 – RIF Related Appeal An employee meeting the above criteria who believes he/she has not been adequately considered for re-promotion may appeal to the Merit Systems Protection Board (MSPB: www.mspb.gov/e-appeal.html).

Section 6 – Reassignment and Refresher Training: Subject to the availability of funds and applicable USACE approved courses, the Employer will provide reasonable amounts of training at government expense for reassigned employees, when such training is necessary for the employee to execute the newly assigned position. The employer will, as needed, provide refresher training for rehired employees.

Section 7 – Employee RIF Appeals: In accordance with MSPB Regulations, an employee who has been separated, downgraded, or furloughed for more than thirty (30) days by RIF has the right to appeal the MSPB if the employee believes that the Activity did not properly follow the procedures outlined in OPM regulation, 5 C.F.R. Part 351. The released employee must file the appeal during the thirty (30) day period beginning the day after the effective date of the RIF action.

Section 8 – Saved Grade and Saved Pay Rights: Saved grade and saved pay rights shall be afforded to those eligible Employees whose positions are downgraded.

**ARTICLE XXIV
OUTPLACEMENT**

Section 1 – General: The Employer agrees that in the event of the separation of a Unit employee due to reduction-in-force, reorganization, transfer of function, etc., but not removal for cause, an active outplacement program will be established. As a minimum, the program will consist of registration in the DOD Priority Placement Program, the Displaced Employee Program of the Office of Personnel the Employer, and Reemployment Priority List.

Section 2 – Proponent: The proponent for the Activity Outplacement Program is Chief, Management Support Division or designee.

1 **ARTICLE XXV**

2 **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

3
4 Section 1-- General: The Employee Assistance Program (EAP) provides services for
5 government employees for substance abuse or other mental health and personal wellness issues
6 related challenges. Employee participation in EAP shall be voluntary. The Employer shall
7 institute an effective employee assistance program meeting the requirements of applicable laws,
8 regulations, and guidelines 42 USC 209DD(b)(1)(2)(3)(c). Because there are many laws and
9 regulations that impact the EAP, however the Employer will follow the procedures captured in
10 the EMPLOYEE ASSISTANCE PROGRAM COORDINATOR (EAPC) Guidebook and Army
11 Procedures found at <http://www.acsap.army.mil/sso/pages/public/laws/eap.jsp>. Union members
12 involved in activities or representation pursuant to this Article shall be considered on official
13 time and charge time and attendance against the annual allocation pursuant to Article V, Section
14 6.

15
16 Section 2 – Employer Considerations: Participation in the program shall not jeopardize an
17 employee's job security or his/her opportunity for promotion, except as related directly to
18 sensitive positions (currently Title II, Section 20(c)(2) of PL 91-616). With supervisory approval,
19 annual or sick leave may be granted for treatment or counseling sessions.

20
21 Section 3 – Employee Counseling and Confidentiality: After initial EAP counseling sessions, the
22 EAP will be able to advise employees of available services and facilities if further treatment is
23 needed. The confidential nature of medical records of employees with medical/behavioral
24 problems shall be maintained in accordance with the Health Insurance Portability and
25 Accountability Act of 1996 and the Privacy Act of 1974..

26
27 Section 4 – EAP Publicity: Chief, Management Support Division or designee shall ensure that
28 notice of EAP services is provided to the Activity and as part of the new employee orientation.

1 **ARTICLE XXVI**

2 **WORKWEEK, HOURS OF WORK, FLEXTIME, TELEWORK AND WORKBREAKS**

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5 Section 1: New Telework memorandum and new Work Hours ,Commander's Policy
6 Memorandum Number MSD-03 dated March 4,2014 which elaborates on the above Article
7 cited.

8
9 Section 2: Work Break Periods: Every employee shall receive a lunch period not to exceed 1
10 hour. The employee shall be free to leave the worksite during this period. Every employee shall
11 also receive two (2) paid fifteen (15) minute breaks to be taken at his/her discretion. Employees
12 must remain in a duty status during their breaks.

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17 **ARTICLE XXVII**
18 **OVERTIME**

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20 Section 1 -- Overtime and Compensatory Time: Any non-exempt unit employee who works,
21 with the approval of his/her Supervisor, more than eighty (80) hours over a two (2) week period,
22 shall be compensated for such work by either receiving overtime pay or compensatory time off
23 for those hours in excess of eighty (80) hours. Such compensation shall be awarded under
24 controlling regulations and/or laws.

25
26 Section 2 -- Distribution: Records showing the overtime distribution shall be maintained and
27 consolidated by the Employer. In the event an employee is unable to work overtime the
28 Employer shall make every effort to accommodate the employee and excuse him/her from
29 overtime work when practical.

1 Section 3 -- Compensation: An employee shall not be compelled to work overtime without
2 compensation. Employees shall be compensated for any partial hour worked in increments of
3 fifteen (15) minutes.

4
5 Section 4 -- Travel: The Employer will attempt to schedule travel during an employee's regular
6 work hours. Commander's Policy Memorandum Number MSD -03, dated March 4, 2014
7 discusses compensation of time used for travel outside of an employee's regular work hours.

8
9
10 Section 5 – Credit Hours: Commander's Policy Memorandum Number MSD-03 deals with
11 credit hours. The definition of credit hours in law (5 USC 6121(4)) provides that employees may
12 only earn credit hours outside of a flexible work schedule. This means that an employee may
13 earn credit hours only by working within the flexible time bands established by the District's
14 flextime policy, which are 0600 - 1800. With supervisory approval, the core hours can be
15 extended.

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21 **ARTICLE XXVIII**
22 **LEAVE**

23
24 Section 1 -- Annual Leave: Accrual of annual leave is an Employee's right. However, the use of
25 annual leave is subject to the prior approval of the supervisor. Annual leave shall be earned and
26 accrued in accordance with appropriate statutes and regulations.

27
28 Section 2 – Annual Leave Requests: All annual leave will be requested in advance by submitting
29 a Request for Leave or Approved Absence (OPM71) to the immediate supervisor, and if
30 unavailable, his or her designee, or the second line supervisor. Annual leave requests should be
31 approved or disapproved by the supervisor or designated official within a reasonable time, but
32 not to exceed seven (7) days. When several employees within the same office section or branch
33 desire the same week for leave, leave for that week shall be granted on the basis of mission need
34 and seniority. Reasons for cancellation or disapproval of annual leave will be explained to the

1 Employee and documented on the Request for Leave or approved Absence (OPM 71). Requests
2 for emergency and other unscheduled annual leave may be submitted and approved either
3 verbally or by email, the employee making all practicable efforts to make contact with The
4 Employer, and leave will be approved on a case by case basis. The employee will be expected to
5 complete an OPM Form 71 on return. Verbal approvals followed by required paperwork
6 approvals are acceptable if by mutual agreement between the employee and supervisor.

7
8 Section 3 -- Sick Leave: Employees shall earn and be granted sick leave in accordance with
9 applicable laws and regulations. Sick leave, when accrued, shall be granted to Employees when
10 they are incapacitated from the performance of their duties for reasons of physical or mental
11 illness, injury or other reasons as provided by leave regulations. Employees will submit a
12 Request of Leave or Approved Absence (OPM 71) for non-emergency medical, dental and
13 optical examinations or treatment with as much advance notice as possible. Requests for sick
14 leave will be considered and decided upon within twenty four (24) hours.

15
16 Section 4 – Certification for Sick Leave: An Activity may grant sick leave only when the
17 request is supported by administratively acceptable evidence and in accordance with 5 CFR
18 630.401.

19
20 Section 5 – Unscheduled Sick Leave Procedures: Employees must contact their supervisor or the
21 Employer to report his/her absence due to illness, unless physically unable to do so. Requests for
22 sick leave must be called in to the immediate supervisor, his/her designee, or the second line
23 supervisor as soon as practicable, but within the window of one (1) hour prior to the duty and 1
24 hour after the start of duty. Employees on leave restriction may have additional reporting
25 requirements. When an Employee is absent for an extended period for medical reasons, the
26 employee shall notify the Employer of the estimated duration of the absence, but need not notify
27 the Employer each day of the absence.

28
29 Section 6 – Approval of Unscheduled Sick Leave: Approval of unscheduled sick leave is at the
30 discretion of the supervisor who may only deny for good cause. The Employee will explain the
31 general nature of the condition or emergency and the probable duration of the absence.

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Section 7 – Sick Leave for Family Members: Employees may use up to 104 hours (13 days of sick leave each leave year to provide care of a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, childbirth; provide care for a family member as a result of medical, dental, or optical examinations or treatment, or make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

Section 8 -- Advanced Sick Leave: Subject to applicable laws and regulations (see (5 USC; and 5 CFR Section 630.402), sick leave may be advanced for an Employee with serious disability or ailment, for general family care, for bereavement purposes, to care for a family member with a serious health condition, or for purposes relating to the adoption of a child. A maximum of thirty (30) days sick leave may be advanced under these circumstances. Applications for advanced sick leave must be supported by appropriate medical or professional certification. Advancement of sick leave is contingent upon the reasonable expectation that the employee will return to work upon recovery.

Section 9 - Family and Medical Leave Act (FMLA): The Activity shall inform its employees of their entitlements and responsibilities under FMLA, including the requirements and obligations of employees. An employee who meets the criteria for leave and has complied with the requirements under law may not be denied leave, consistent with all applicable rules governing annual or sick leave, as appropriate.

- a. Maternity and Paternity Leave: Under FMLA and this Agreement, bargaining unit employees are entitled to 16 weeks of LWOP during any 12 month period for the following reasons: birth of a son or daughter and the care of such son or daughter; and placement of a son or daughter for adoption or foster care. Supervisors are encouraged to approve additional leave as circumstances warrant.
- b. Other Family Medical Leave: Under FMLA and this Agreement, bargaining unit employees are entitled to 12 weeks of LWOP during any 12 month period for one or more of the following reasons: the care of a family member of the employee with a serious health condition. Family member is defined as spouse and parents of spouse; children, including adopted children; and, parents. FMLA may also be approved for a

1 serious health condition of the employee that makes the employee unable to perform the
2 functions of the position of such employee.

3 c. Substitution of Paid Leave: For either of the above paragraphs of this Section, the
4 employee may elect to substitute annual leave, sick leave, compensatory time off, or
5 credit hours for unpaid family or medical leave for any part of the applicable period
6 consistent with governing laws and regulations. Employees may also combine annual
7 leave, compensatory time, sick leave, or credit hours with unpaid family or medical leave
8 for any period of approved leave. An employee may not retroactively substitute paid
9 time off for unpaid family and medical leave.

10 d. Notice of Leave: The employee will make an appropriate request for use of family and
11 medical unpaid leave. When the need for unpaid family and medical leave is foreseeable
12 and the employee fails to give a 30-day notice with no reasonable excuse for the delay of
13 notification, the USACE may delay the taking of family and medical unpaid leave until at
14 least 30 days after the date the employee provides notice of his/her need for family and
15 medical leave. If the need for leave is not foreseeable, the employee shall provide notice
16 within a reasonable period of time appropriate to the circumstances involved. If
17 necessary, notice may be given by an employee's personal representative (e.g., a family
18 member or other responsible party). If the need for leave is not foreseeable and the
19 employee is unable, due to circumstances beyond his/her control to provide notice of
20 his/her need for leave, the leave may not be delayed or denied. The commander or
21 deputy commander may waive the above time frames for good cause.

22 e. Medical Certification: When requesting leave for serious health conditions, an employee
23 shall provide written medical certification to the Activity within fifteen (15) days, with
24 extensions being granted by the Commander or Deputy Commander in his/her sole
25 discretion. The written medical certification shall include: the date the serious health
26 condition commenced, the probable duration of the serious health condition, the
27 appropriate medical facts within the knowledge of the health care provider regarding the
28 serious health condition including a statement as to the incapacitation, examination, or
29 treatment that may be required; and, a statement that the employee is unable to perform
30 the functions of his/her position. The activity shall not require any personal or

1 confidential information in the written medical certification other than that required by
2 Paragraph E 2 of this section.

3 f. Issues of Validity: Management and Union agree on the importance of accuracy of
4 medical certifications. If there is a question on the medical certification, the employee
5 will provide additional documentation within 30 days of the initial medical certification.
6

7 g. Issues of Compliance: To remain entitled to leave under FMLA, an employee or the
8 employee's spouse, son, daughter, or parent must comply with any requirement from the
9 Department. Issues of validity will be addressed as above.

10 h. Absent Without Leave (AWOL) Situations: If, after the leave has commenced, the
11 employee fails to provide the requested medical certification, the Activity may charge the
12 employee as AWOL, unless the reason for not providing the certification was beyond the
13 control of the employee or the employee made a good faith effort to provide
14 the certification. Prior to this, an employee will be provided written advance notice of at
15 least ten (10) days and give the reasons why AWOL is being charged. If the employee
16 provides the Activity with proper certification, AWOL charges will be rescinded.

17 i. Medical Recertification: While an employee is using leave under FMLA, the Activity
18 may require, at the Activity's expense, subsequent medical recertification from the health
19 care provider only if the circumstances described in the original medical certification
20 change significantly or if the Activity receives bona fide information that casts doubt
21 upon the continuing validity of the medical certification. Such requests for medical
22 recertification shall not occur more frequently than every six weeks.

23 j. Protection of Employment and Benefits: Upon return from family and medical leave, the
24 employee will be restored to the same position as occupied before the leave or to an
25 equivalent position in the same commuting area with equivalent benefits, pay, status, and
26 other terms and conditions of employment.
27

28 Section 10 – Extended Absences: In cases where a Employee is confined to his/her home or in a
29 hospital for an extended period, the Employee will provide the Employer with notice and a
30 tentative return to work date when practicable. When practicable, the Employee will be required
31 to notify the Employer on the first day of each occurrence of illness and will not be required to

1 contact the Employer on a daily basis, unless the Employee is on leave restriction and daily
2 contact with the Employer is ordered and explained in writing by the Employer.

3 Management will make reasonable accommodations for employees confined to home to allow
4 for all or partial work hours to be worked from home provided the arrangement allows for
5 accomplishment of the employees duties in a satisfactory manner.

6

7 Section 11 -- Military Leave: The Uniformed Services Employment and Reemployment Rights
8 Act of 1994 (Pub.L. 103-353) provides employees with an entitlement to Leave Without Pay
9 (LWOP) when employment with the Activity is interrupted by a period of service in the
10 uniformed service. LWOP will be authorized in accordance with Executive Order 5396, for
11 disabled veterans seeking necessary medical treatment, as needed.

12

13 Section 12 – Leave Without Pay: Leave without Pay is a temporary approved absence in a non-
14 pay status and absence from duty that may be granted at the request of the Employee. Granting
15 LWOP will be at the discretion of the Employee’s supervisor and in accordance with applicable
16 laws and regulations. Leave without pay may be also be granted on an extended basis for
17 educational purposes, while awaiting action on a retirement or OWCP claim while serving as an
18 Officer or representative of the Union, and for other reasons.

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20 Section 13- Blank

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23 Section 14 -- Administrative Leave or Excused Absence:

24 Depending on mission needs and requirements administrative leave may be granted to employees
25 for participation in such civic activities as blood donations, civil defense drills, registering to
26 vote, voting, participation in USACE approved conferences and conventions and when otherwise
27 appropriate. Administrative leave may also be granted when the Activity operations shut down
28 due to circumstances beyond the Activity’s control. Instances involving snow storms, floods,
29 lack of heat or electricity and similar events may be covered by administrative leave at the
30 discretion of the District Commander and in accordance with DODI 1400.25, Volume 630.

31

1
2 Section 15 -- Worker's Compensation and Continuation of Pay: Employees may not be in a pay
3 status while receiving workers' compensation payments from the Department of Labor. IAW the
4 Department of Labor guidance, an employee is entitled to receive regular pay under the
5 Continuation of Pay (COP) provision for up to 45 calendar days of wage loss, with no charge to
6 sick or annual leave, when the employee is absent from work due to disability or medical
7 treatment after a traumatic injury. COP can be received only if the claim is filed within 30 days
8 of the injury and initial disability begins within 45 calendar days of the occurrence of the injury.
9 After entitlement to COP ends, the employee may apply for compensation or use leave. The
10 employee will apply for compensation if continued disability from work. The agency will carry
11 the employee under the LWOP for workers compensation, and the employee will submit for
12 compensation of those hours to the Office of Workers Compensation. If an employee elects to
13 use leave during a period of disability, the employee may (with agency approval) later claim
14 compensation for that period and "buy back" the leave used. If an employee's claim for
15 compensation is later denied by the Department of Labor, any of the 45 days of COP that were
16 previously granted will be converted to sick leave, annual leave, and/or LWOP. The Employee
17 will be provided one-on-one counseling by the Civilian Personnel Advisory Center (CPAC), as
18 needed.

19
20 Section 16 -- Leave Donor Program: An Employee may make written application to his or her
21 supervisor to become a leave recipient using OPM 630. If an Employee is not capable of making
22 application on his or her own behalf, a personal representative may make written application on
23 behalf of the Employee. Before approving an application to become a leave recipient, the
24 Employer will determine that the absence from duty without available paid leave because of the
25 medical emergency is (or is expected to be) at least 24 hours.

26
27 Section 17 -- Leave Donation Procedure: Each application shall be accompanied by the reasons
28 transferred leave is needed, including a brief description of the nature, severity, and anticipated
29 duration of the medical emergency, and if it is a recurring one, the approximate frequency of the
30 medical emergency affecting the potential leave recipient. Additionally, applications will

1 include a certification from one or more physicians, or other appropriate experts, with respect to
2 the medical emergency, if the potential leave recipient's employing Activity so requires.

3
4 Section 18 -- Leave Abuse: The Parties agree that abuse of leave must be dealt with quickly and
5 effectively by using clear and specific communication. An Employee suspected of misusing sick
6 or annual leave may be counseled and the Employee's reasons for the absences will be
7 considered before any determination is made that abuse has occurred. After becoming familiar
8 with the Employee's record, the supervisor may hold a counseling interview with the Employee
9 to ascertain whether a health problem or some other legitimate situation exist which may be
10 contributing to the Employee's absenteeism. If it is determined that the Employee is misusing
11 sick leave, he/she may be denied unscheduled annual or sick leave and/or required to furnish a
12 medical certification or other administratively acceptable evidence for all unscheduled absences
13 from work. Failure to provide such evidence may result in any absence being charged as absence
14 without leave (AWOL) and may be grounds for further action by the Employer.

15
16 Section 19 – Leave Restriction: If misuse of annual/and or sick leave continues, the Employees
17 may be placed on leave restriction. A leave restriction letter will be issued to the employee
18 detailing annual and sick leave request requirements and notice that medical certification will be
19 necessary for all sick leave until the leave restriction requirement is removed. Leave Restriction
20 letters may be issued in increments of six (6) months and discontinued if improvement in
21 attendance has been demonstrated. If improvement has not been shown, the supervisor may
22 continue the restriction as appropriate. When an Employee is suspected of abusing sick leave
23 he/she may first be counseled either verbally or in writing that a doctor's certificate will be
24 required in the future if the abuse continues. If the counseling does not correct the problem, the
25 Employee may be issued a leave restriction letter. Employees who have been given a leave
26 restriction letter will be required to bring medical certification for any and all sick leave until
27 leave restriction requirement is removed.

28
29 Section 20 -- Tardiness: Supervisors shall have the option to excuse infrequent absences and
30 tardiness of less than an hour on the part of employees. Each case exceeding one hour shall be

1 considered on its merits and no employees shall receive disparate treatment in the excusal of
2 such tardiness.

3

4 Section 21 – Accommodation of Religious Activities: DODD-1300.17 provides the Department
5 of Defense Policy for the accommodation of religious activities. An employee whose personal
6 religious beliefs require that he or she be absent from work during scheduled work periods may
7 elect, following notification to his/her supervisor, to earn comp time for time lost as the result of
8 meeting those religious requirements. Any employee who elects such time shall be granted comp
9 time from his/her scheduled tour of duty for such religious reasons, or requirements. An
10 employee has the option of taking annual leave for the purpose of religious observances.

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ARTICLE XXIX
PAY ISSUES

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Section 1 -- General: Supervisors will assist their employees with a pay issues in a timely fashion to the maximum extent possible. Employees with such a problem may contact the Activity's Finance & Accounting Officer. The Employer will support requests by employees for emergency checks when the paycheck is delayed by more than three days.

Section 2 – Advanced Pay Issues: Due to the complexities of military pay, Employees are encouraged to formally request assistance to Chief, Management Support Division to help resolve complex pay issues.

ARTICLE XXX
VOLUNTARY ALLOTMENT OF UNION DUES

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4 Section 1 – General: Eligible employees covered by this Agreement may authorize a deduction
5 of pay for the payment of dues. The Union is responsible for providing standard forms [SF
6 1187] to its members. The Union shall certify on each standard form the amount of its dues, and
7 deliver the completed standard forms to Customer Service Representative (CSR) Norfolk
8 District.

9
10 Section 2 – Notice: The Union shall within twelve (12) days give written notification to CSR
11 when a Bargaining Unit Member resigns, has been suspended, expelled, ceases to be in good
12 standing, or otherwise is no longer eligible to pay dues. The Union shall within twelve (12) days
13 give written notification to DCPS (or subsequent appropriate recipient) when the dues structure
14 changes. Such a change may be effected not more than twice in a twelve (12) month period. The
15 Union shall promptly give written notification to DCPS (or subsequent appropriate recipient) and
16 CSR when there is any change in the name and/or address of the point of contact of the Union.

17
18
19 Section 3 –Union Dues: Union dues deductions of all members shall be terminated in the event
20 that Federal Labor Relations Authority (FLRA) issues a decertification. Employee union dues
21 deductions will be terminated when the agreement providing for dues withholding is terminated
22 by an authority outside the DoD. The Employer agrees to withhold dues from salary payments to
23 members by payroll deductions beginning with the next pay period following receipt of a
24 completed Standard form (SF 1187) prescribed by the Comptroller General; and provided that
25 the amount of salary due the member, after priority deductions have been made IAW DOD FMR
26 Volume 8, Chapter 4, 040201, is sufficient to cover the withholding, provided further that a
27 voluntary deduction for dues to another employee organization is not currently in effect. DCPS
28 (or subsequent appropriate recipient) shall forward by Electronic Funds Transfer (EFT) to an
29 account designated by the Union, the remittance of dues withheld, together with a listing of
30 names and amounts withheld following each pay day of the members.

1 Section 4 – Discontinuation of Union Dues: The Employer acknowledges that except as
2 provided herein, union dues deductions may not be revoked for a period of one (1) year. The
3 Union acknowledges that after such one (1) year period, CSR will discontinue union dues
4 deductions upon written revocation standard form (SF 1188) by an union member to the payroll
5 office contact, permitting the procedure for employees to revoke dues allotment at yearly
6 intervals. CSR shall advise the Union of the receipt of a member’s request to discontinue union
7 dues deductions by appropriate remark on the Remittance Listing. DCPS (or subsequent
8 appropriate recipient) shall discontinue the union dues deduction when the employee dies,
9 retires, separates from the employer’s payroll, moves to a position outside the exclusive unit, or
10 to an organizational segment where the exclusive recognition does not apply, or ceases to be a
11 member in good standing. DCPS (or subsequent appropriate recipient) will advise the Union by
12 appropriate remark on the Remittance Listing.

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1 **ARTICLE XXXI**

2 **USE OF OFFICIAL FACILITIES AND SERVICES**

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4 Section 1 -- Space: In order to facilitate and expedite the Labor-Management Relations, the
5 Employer agrees to provide to the Union space to be used for a Union office, Union meetings
6 and other appropriate activities; utility services including telephone service, fax machine, current
7 computer and printer consistent with District upgrades; and furniture including a file cabinet
8 which locks. Use of the Activity's telephone system is authorized for representation functions as
9 necessary.

10
11 Section 2 -- Internal E-mail and Mail Service: The internal e-mail service of the Activity shall
12 be available for use by the Union. The internal mail service of the Activity shall be available for
13 use by the Union at no cost (excluding recruitment mail).

14
15 Section 3 -- Union Communication to the Bargaining Unit Employees: The Employer agrees to
16 provide Standard Bulletin Boards, and an NAO Portal link and IT support for Union
17 communications/website.

18
19 Section 4 -- Copies of Agreement: Electronic copies of this Agreement will be furnished to all
20 unit employees and the Employer personnel.

21
22 Section 5 -- Lists: CPAC will furnish the Union, quarterly, an up-to-date list of all employees in
23 the units, showing name, position title, FLSA determination and official duty station. The list
24 shall be furnished to the Union within ten (10) days of the end of the quarter.

25 Section 6. Policy: The Employer agrees to make available to the Union, on request, regulations,
26 supplements, classification standards, and other publications of OPM, and the MSPB, maintained
27 by the Employer and authorized for release.

28
29 Section 7. Parking: The union will be furnished one (1) reserved parking space. No fee will be
30 charged for this space.

1 Section 8. Reproduction Services: The Employer agrees to allow the union the reasonable use
2 of copying machines for official Union purposes.

3
4 **ARTICLE XXXII**

5 **DURATION AND EXTENT OF THIS AGREEMENT**

6
7 Section 1 -- Effective Date and Terms: This Agreement shall be binding between the Employer
8 and the Union, and will remain in effect for three years from the date of approval by Department
9 of Defense, Civilian Personnel the Employer Service. It shall renew at that time for another three
10 year period unless either party notifies the other, in writing, between 105 and 60 days prior to the
11 expiration date, of its intent to renegotiate. If negotiations are not concluded before the contract
12 expires, the current negotiated Agreement will be extended until completion of negotiations and
13 approval of the new Agreement. When a negotiated agreement is reached in a written document,
14 embodying the agreed terms, the parties will sign/execute the Agreement. The effective date of
15 this Agreement shall be the date, within 30 days of execution as noted by the parties' signature it
16 is approved or disapproved by the Head of the Activity.

17
18 Section 2 -- Effective Date and Amendments: A request for amendment or mid-term
19 negotiations by either Party shall be in writing and shall state the specific article section and
20 subject matter to be considered. The Parties will meet within thirty (30) days after receipt of such
21 request to negotiate the Agreement change. Such amendment shall be effective only when
22 approved in the same manner as this Agreement. It is agreed that the above procedure may be
23 invoked four times by each party during the term of this Agreement. Any amendments will
24 remain in effect in accordance with the provisions of this Article. Amendments shall become
25 effective on the date signed by the parties, subject to the approval of the Head of the Activity.
26 They shall remain effective concurrent with the basic Agreement.

27
28 Section 3 – Termination: Termination of this Agreement will not in and of itself terminate the
29 recognition granted to the Union.

1 **ARTICLE XXXIII**
2 **BLANK**

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4 **ARTICLE XXXIV**
5 **CHILD CARE**
6

7 Section 1 – General: Employees, pursuant to Public Law 107-67; Section 630 as well as 5 CFR
8 Part 792; and Section 129 of the Internal Revenue Code, may be allowed child care subsidies and
9 may contact the local CPAC office for additional information.
10

11 Section 2 -- Employee Eligibility: The following websites provide conditions for eligibility of
12 fee assistance: www.gsa.gov/portal/content/100862 and
13 <http://www.naccrra.org/MilitaryPrograms/army/>
14

15 Section 3 --Local Management Assistance: If a group of Employees approach the Employer
16 about a specific child care center, the Employer can coordinate with the Installation Management
17 Command POC in order to solicit that child care center to participate in the Army child care
18 subsidy program. This effort may allow local/private child care centers to be eligible to provide
19 child care to Norfolk District Army civilians under the GSA/Army Child care program and the
20 NACCRRRA Army program.

1 IN WITNESS WHEREOF, the parties hereto have entered into this Agreement this 15th

2 Day of Aug, 2014.

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NATIONAL FEDERATION OF
FEDERAL EMPLOYEES, LOCAL 1028

James N. Davis
NSFPE Assistant Dir.
Business Rep.

James M. Davis
XXXXXXXXXX - Full

National Federation of Federal Employees
Local 1028

U. S. ARMY ENGINEER
DISTRICT, NORFOLK

Paul B. Olsew
Colonel, U.S. Army

Paul B. Olsew

XXXXXXXXXX
Colonel, U.S. Army Corps of Engineers
Norfolk District, Commanding

1 **APPENDIX A**
2 **NEGOTIATED GRIEVANCE FORM**

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4 **1. Name of aggrieved, position title, grade, and organization (list all) or union:**

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7 **2. This grievance involves the interpretation, application or violation of:**(cite the Labor-
8 Management Agreement Article(s), Activity directives, etc.)

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12 **3. Nature of the grievance** as it affects the Union or employee(s) (describe the occurrence or
13 condition or the way in which the agreement or policy has been interpreted, applied, or violated
14 which gives rise to this grievance. Include the name of the responsible the Employer official(s),
15 if known.) (Additional pages may be used and documentation attached as necessary.)

16
17
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21 **4. Corrective Action desired:**

22
23
24 **5. (Name, Title, Address and Phone Number) is hereby designated as the representative in**
25 **this grievance.**

26
27 _____
28 **Grievant Signature**

_____ **Date**

- 1
- 2 **APPENDIX B**
- 3 **ACRONYMS**
- 4 BU = Bargaining Unit
- 5 BUE = Bargaining unit employee
- 6 CFR = Code of Federal Regulations
- 7 CPAC = Civilian Personnel Advisory Center
- 8 CPR = Cardiopulmonary resuscitation
- 9 DOD = Department of Defense
- 10 EAP = Employee Assistance Program
- 11 EEO = Equal Employment Opportunity
- 12 EEOC = Equal Employment Opportunity Commission
- 13 FLRA = Federal Labor Relations Authority
- 14 FLSA = Federal Labor Standards Act
- 15 FMCS = Federal Mediation and Conciliation Service
- 16 FSIP = Federal Services Impasse Panel
- 17 GAO = General Accounting Office
- 18 GS = General Schedule
- 19 HR = Human Resources
- 20 IAMAW = International Association of Machinists and Aerospace Workers
- 21 iaw = in accordance with
- 22 MSPB = Merit Systems Protection Board
- 23 NAO = Norfolk District of the U.S. Army Corps of Engineers
- 24 NFFE = National Federation of Federal Employees
- 25 OPM = Office of Personnel the Employer
- 26 OSHA = Occupational Safety and Health Act
- 27 OWCP = Office of Workers' Compensation Programs
- 28 RIF = Reduction In Force
- 29 SPA = supervisory performance appraisal
- 30 TAPES = Total Army Performance Evaluation System
- 31 USC or U.S.C. = United States Code

1

2 **APPENDIX C**

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4 **TELEWORK POLICY**

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6 **Management and Union agree to insert Telework Policy Letter.**

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