



U.S. Army
Corps of Engineers
South Pacific Division



International Federation
of Professional and
Technical Engineers
Local 49

Labor - Management Agreement

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Table of Contents

| | |
|--|----|
| Preamble | 1 |
| Article 1: Recognition and Unit Designation | 3 |
| Article 2: Definitions | 4 |
| Article 3: Terms and Amendments | 8 |
| Article 4: Rights of Employer, Employees and the Union | 10 |
| Article 5: Labor Management Communications | 11 |
| Article 6: Union Trustees and Representatives | 12 |
| Article 7: Official Time | 13 |
| Article 8: Use of Facilities | 15 |
| Article 9: Grievance Procedure | 16 |
| Article 10: Arbitration | 22 |
| Article 11: Orientation of New Employees | 25 |
| Article 12: Job Descriptions and Job Classification | 26 |
| Article 13: Performance Standards and Evaluation | 28 |
| Article 14: Actions based on Unacceptable Performance | 30 |
| Article 15: Disciplinary Action | 33 |
| Article 16: Incentive Awards | 35 |
| Article 17: Merit Promotion | 37 |
| Article 18: Training and Professional Development | 38 |
| Article 19: Reduction in Force | 42 |
| Article 20: Hours of Work, Basic Work, and Overtime Work | 44 |
| Article 21: Leave | 52 |
| Article 22: Pay | 58 |
| Article 23: Payroll Withholding of Union Dues | 59 |
| Article 24: Safety | 61 |
| Article 25: Employee Health Programs | 62 |
| Article 26: Contracting Out | 63 |
| Article 27: Miscellaneous Provisions | 64 |
| Article 28: Task Force Activities | 67 |
| Article 29: Reproduction and Distribution | 69 |
| Article 30: Unfair Labor Practice Charges | 70 |
| Article 31: Effective Date | 72 |
| Appendix A: Title 5, U.S. Code, Chapter 71, The Federal Service Labor-Management Relations Statute | |
| Appendix B: CESPDP Circular 690-1-1, Flexible Workplace Program, 1 May 1996 | |
| Index | |

PREAMBLE

Pursuant to Title VII, Public Law 95-454 (Civil Service Reform Act of 1978), regarding Federal Service Labor-Management Relations, the following articles of this basic agreement together with any and all supplemental agreements and amendments which may be agreed to later constitute a total agreement by and between the U.S. Army Corps of Engineers, South Pacific Division, and the International Federation of Professional and Technical Engineers, Local 49.

The parties to this agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the assigned responsibilities of the U.S. Army Corps of Engineers, South Pacific Division, the Department of the Army, and the Department of Defense, and that their mutual interests will be furthered by the establishment and maintenance of labor-management cooperation.

It is recognized that the participation of employees and their organizations in the formulation and implementation of personnel policies and procedures will facilitate empowerment and contribute to the improvement and efficient administration of the public service.

ARTICLE 1
RECOGNITION AND UNIT DESIGNATION

Authority: This agreement is made under the authority contained in the Civil Service Reform Act of 1978 (Chapter 71 of Title 5 of the U.S. Code), hereinafter referred to as the CSRA, and is based on the grant of Exclusive Recognition to Local 49, International Federation of Professional and Technical Engineers, hereinafter referred to as the Union, by the U.S. Army Corps of Engineers, South Pacific Division, hereinafter referred to as the Employer.

Coverage: This agreement is applicable to all professional employees of the Headquarters, South Pacific Division, U.S. Army Corps of Engineers, San Francisco California (SPD), and all professional employees of Division Laboratory, Sausalito, California, Earthquake Preparedness Center of Expertise and Directorate of Information Management who appear on the Table of Distribution and Allowances of the San Francisco District, U.S. Army Corps of Engineers, other employees as recognized by the FLRA as members of Local 49.

Excluded from the bargaining unit are all nonprofessional employees, including the Program Analyst, GS-11, Program Support Division, management officials, supervisors, including the Assistant Director of Projects management (Director of the POB process, Programs and Projects Management Division, employees described in 5 USC 7112 (b) (2), (3), (4), (6) and (7), student temporary hires, cooperative education employees, summer hire appointments and temporary employees with less than six (6) months continuous service with SPD.

Purpose: The purpose of this agreement is to prescribe the rights and obligations of the employees of SPD and to establish procedures which are designed to meet the special requirements and needs of SPD. The provisions of this agreement should be interpreted in a manner consistent with the requirement of an effective and efficient Government, and maintenance of employee well being.

ARTICLE 2
DEFINITIONS

2.1 Definitions:

Ad hoc: For a specific purpose, case, or situation.

Agreement: Labor/Management contract between the parties. The collective-bargaining agreement entered into as a result of bargaining in accordance with the Federal Service Labor-Management Relations Statute.

Alternative Dispute Resolution (ADR): Any procedure used in lieu of adjudication to resolve issues of controversy such as facilitation, mediation, ad-hoc committee, fact finding, mini trial, settlement negotiation, or non-binding arbitration and the procedures described herein.

Arbitration: The process by which the parties to a dispute submit their differences to the judgment of an impartial person. The final step in a negotiated grievance procedure; the arbitrator's decision is binding on the parties.

Basic Work Schedule: The basic 40-hour workweek is scheduled in advance on five (5) days, Monday through Friday when possible, and the two (2) days outside the basic workweek are consecutive. The working hours in each day in the basic workweek are the same and the basic non-overtime workday may not exceed eight (8) hours, except in alternative work schedules or flextime schedules. The occurrence of holidays may not affect the designation of the basic workweek and breaks in working hours of more than one (1) hour may not be scheduled in a basic workday.

CG: Comptroller General of the United States.

Collective Bargaining: Performance of mutual obligation of management and union/labor organization in an agency to meet, consult, and bargain in good faith to reach agreement on conditions of employment affecting such employees and to execute a written document incorporating agreements reached.

Conditions of Employment: Policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions.

CSRA: Civil Service Reform Act of 1978.

Days: All references to days are in calendar days and all time limits are counted in calendar days, unless otherwise stated. When calculating time limits, the day of an action or receipt of a document is not counted. The last day of the time limit is counted unless it is a Saturday, a Sunday, a legal holiday, or a day on which the employee is not regularly scheduled to work at the permanent duty station. In those cases, the last day of the time limit will be moved to the next regularly scheduled workday.

EEO: Equal Employment Opportunity.

Employee: A bargaining unit member.

Employee Work Areas: The work area will include the employee's assigned workstation and other adjacent or contiguous areas used by the employee.)

Employer: U.S. Army Corps of Engineers, South Pacific Division.

Federal Labor Relations Authority (FLRA): An independent agency charged in Section 7104 of the Statute with (among other things) determining appropriate bargaining units, resolving issues related to bargaining in good faith, conducting hearings and resolving complaints of unfair labor practices, resolving exceptions to arbitrator's awards, and otherwise administering the Statute.

Federal Mediation and Conciliation Service (FMCS): An independent agency which provides services and assistance to agencies and exclusive representatives in the resolution of negotiation issues, including mediation services.

Federal Services Impasses Panel (FSIP): An entity within FLRA charged in Section 7119 of the Statute with providing service and assistance to agencies and exclusive representatives in resolving negotiation issues/impasses.

Federal Service Labor-Management Relations Statute (Statute): Title 5, U.S. Code, Chapter 71, and The Federal Service Labor-Management Relations Statute. (Appendix A)

Grievance: A grievance means any complaint as except as excluded by Article 9 of this Agreement: 1) by any employee concerning any matter relating to the employment of the employee; 2) by any labor organization concerning any matter related to the employment of any employee; or 3) by any employee, labor organization or agency concerning: (a) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Impact and Implementation (I&I): The bargaining process for: management officials exercising their authorities for change by the exercise of management rights in accordance with the Statute, and b) the union's involvement in negotiating the procedures to be used.

Individual Development Plan (IDP): The IDP is to chart and plan individual development over the next year and into several years. It identifies specific training and experience requirements to help achieve career goals. It is a vehicle to obtain information regarding career possibilities and provide feedback on strengths and weaknesses.

Interest Based Bargaining (IBB): A bargaining process in which the parties: (1) identify the specific issue to be addressed, (2) state their interests relative to the issue, (3) identify options/solutions to address the issue, (4) evaluate the options based on agreed upon standards, and (5) come to agreement by consensus. The process requires communication rather than exchanging proposals as is done in traditional bargaining (also called Win-Win or Consensual Bargaining).

Interim Bargaining: Bargaining between parties during the life of the agreement.

Negotiated Grievance Procedure: A system agreed to by the parties, whereby the parties, or employees, may receive consideration and resolution of grievances.

Merit System Protection Board (MSPB): The U.S. Merit Systems Protection Board is an independent, quasi-judicial agency in the executive branch that serves as the guardian of federal merit systems. The board's mission is to ensure that Federal employees are protected against abuses by agency management, that executive branch agencies make employment decisions in accordance with the merit system principles, and that Federal merit systems are kept free of prohibited personnel practices.

Mediation: A process in which a third party assists in the attempt to reach a peaceful settlement or compromise between disputing parties.

Mediator: A third party from the Federal Mediation and Conciliation Services (FMCS), or from another source, which assists in mediation.

Official Personnel File: An employee's official personnel records, maintained by the Directorate of Human Resources.

Official Time: Duty time that is granted to perform designated **UNION** functions without loss of pay or charge to an employees leave account

Partnership Counsel: The Partnership Counsel is comprised of representatives of the Union and the Employer. It meets to promote increased quality and productivity, customer service, mission accomplishment, efficiency, quality of work life, employee empowerment, organizational performance and readiness, while considering the legitimate interests of both parties.

Performance Improvement Plan (PIP): A written plan provided guidance and assistance for Employees who fail to meet performance responsibilities/objectives.

Parties: South Pacific Division (Employer) and Local 49, International Federation of Professional and Technical Engineers (Union).

Reduction in Force (RIF): A uniform, systematic, objective method to determine which employees will retain their positions during work force reduction(s).

Representational Activities: Representational activities are those activities for which official time may be granted in accordance with the Statute including participating in grievance and arbitration procedures, attending meetings in which disciplinary action against an employee is possible, bargaining with the Employer, acting as an advocate for employees before third parties, preparation for representational activities, participating on boards and committees with the Employer, assisting employees during classification audits and other activities for the benefit of employees as described in this agreement and permitted by law and government-wide regulations.

Statute: Title 5, U.S. Code, Chapter 71, The Federal Service Labor-Management Relations Statute.

Supervisor: An employee having authority in the interest of the Employer to hire, transfer, furlough, suspend, layoff, recall, promote, remove, assign, reward, or discipline employees; or responsibly to direct them; or to evaluate their performance; or to adjust their grievances, or effectively recommend such action, if in connection with the foregoing the exercise of authority is not of a merely routine or clerical nature, but requires the use of independent judgement. Team or group leaders are not supervisors.

Total Army Performance Evaluation System (TAPES): The Department of Army, Performance Management Program.

Unfair Labor Practice Charge (ULP): An allegation by the Employer, the Union or an individual, that some part of the Statute has been violated.

Union: Local 49, International Federation of Professional and Technical Engineers.

ARTICLE 3
TERMS AND AMENDMENTS

3.1 Term: This agreement will remain in effect for two (2) years. However, the agreement will be automatically renewed annually thereafter, unless at least 90 days prior to the anniversary date, either party gives written notice to the other of its desire to terminate or re-bargain portions of the agreement. In the event that one of the parties notifies the other of the desire to terminate or re-bargain portions of this agreement, the parties will meet for the purpose of bargaining no later than 60 days prior to the expiration date of this agreement.

3.2 Amendments and Supplements:

a. Written Agreement Required: This Agreement may be amended or supplemented only by mutual written agreement of the parties.

b. Interim Bargaining: The scope of interim bargaining is limited to issues that are not covered in this agreement and as defined in the Federal Service Labor Management Relations Statute, unless the parties agree otherwise. The Union will be provided the opportunity to bargain all other details of employment that are matters for which bargaining is required by law. The parties acknowledge that interest-based bargaining is the preferred method of bargaining. The employer will provide the Union with advance written notice of proposed changes in working conditions. Requests to bargain will be made in writing together with, written bargaining proposals within twenty (20) work days of date the initiating party became aware of the event giving rise to the bargaining request. The notification will be delivered directly to the Division Commander, or designee, or the Union President, or designee. Receipt of notifications will be acknowledged and dated in writing. Information or documentation relied upon will be provided with the notification.

c. Interim Changes in Working Conditions: The employer will provide the Union President or his/her designee advance written notice of proposed changes in working conditions. If the Union elects to negotiate regarding the substance, appropriate arrangements, or the mitigation of adverse impacts of such changes, the employer will refrain from implementing the change until good faith bargaining and, where appropriate, impasses procedures, regarding that change have been completed. Nothing in this provision is intended to infringe upon management's right to implement changes in cases of emergencies, or based upon compelling need, or by mutual consent of the parties. (Management will provide supervisors with written guidance)

d. Conflict with Law: Conflicts between the terms of the Agreement and applicable statutory law will be resolved by compliance with applicable law. The parties will notify each other in a timely manner should any such conflict arise, and engage in good faith negotiations regarding any necessary modifications to the Agreement.

e. Effect of Government-Wide and Agency Regulations: The Agreement is governed by existing government-wide and agency regulation, except to the extent the parties have agreed otherwise in accordance with applicable law. Any conflict between this agreement and any future government wide or agency regulation will be resolved by compliance with this Agreement.

f. Severability: Should any part of this Agreement or any provision or provisions contained herein be rendered or declared invalid by reason of any of the contingencies referred to in this article, the remaining provisions of the Agreement and shall remain in full force and effect.

g. Survival of Prior Agreements: This agreement supersedes all previous agreements or understandings between the parties, either oral or written, and it constitutes the entire understanding between the parties on all matters specifically bargained and included in this agreement, Except for the fitness center, charter for employee relations committee and establishment of a partnership council

ARTICLE 4
RIGHTS OF THE EMPLOYER, EMPLOYEES, AND THE UNION

4.1 Reference: Title 5, U.S. Code, Chapter 71, The Federal Service Labor-Management Relations Statute (the Statute), which is included as Appendix A.

4.2 Non-harassment: The parties recognize that the Union is accorded by statute and regulation a role in the conduct of SPD activities. Accordingly, Union members and Union officers will be treated in a cordial and businesslike manner appropriate to a professional office. In addition, Union members will be free of harassment, intimidation and discrimination because of Union activities.

4.3 Implementation: The Employer and Union will conduct joint labor-management training on the provisions of this contract for supervisors and managers within 60 days of the effective date of the agreement. The Union will conduct similar training for bargaining unit members within the same time frame. Reasonable official time and facilities will be made available to implement this training.

ARTICLE 5
LABOR MANAGEMENT COMMUNICATIONS

5.1 General: The parties recognize that changes in working conditions can be frequent and agree that the parties must work together to minimize the disruptions caused by those changes, while maximizing the opportunities for improving agency performance and productivity, and employee satisfaction. The parties agree that involving and empowering employees and their organizations is the best way to accomplish needed changes.

5.2 Information sharing: Union members will be given the opportunity to be included on the committees that are identified in this agreement and any other committees where the Employer determines that the Union may provide useful or helpful input.

5.3 Resolution of Potential Unfair Labor Practice Charges: The parties agree that they will provide each other five (5) working days notice of the intent to file an unfair labor practice charge (ULP). The parties will meet during the five- (5) day notice period and attempt to resolve the matter.

ARTICLE 6
UNION TRUSTEES AND REPRESENTATIVES

6.1 Designation of Trustees and Representatives: Names of Union trustees and other representatives will be furnished in writing to the Employer. The Employer will be promptly notified by the Union of every change of trustees or other representatives. The list of names will be kept current and will be posted by the Union on all official Union bulletin boards.

ARTICLE 7
USE OF OFFICIAL TIME

7.1 Scope:

a. Union officials will be granted official time for preparing for and conducting activities involved with administering this agreement. Such activities include grievances, arbitration, complaint resolutions, FLRA issues, impasse panel actions, mediation, partnering, alternative dispute resolution, counseling Union members on representation actions, fact finding, training and other representational duties.

b. An aggrieved employee and the employee's representative will be granted a reasonable amount of official time to prepare for and to attend discussions on the grievance with the Union officials and the Employer, to attend official meetings for resolution (e.g. arbitration hearings, ADR, mediation); and, to prepare for and present replies to such proposed actions and any follow-on actions.

c. The Employer will provide a reasonable amount of labor relations training commensurate with the needs of the employer and the Union. The total annual cost for this training will not exceed \$5,000.00 and the official time required will not exceed 200 hours, subject to the availability of funds. For purposes of budgeting, the labor-management training requested by the Union will be given the same priority as other mission critical functions.

d. Up to 16 hours per year for preparation of information reports required under 5 USC 7120(c), including financial reports will be accorded Union officials.

e. Solicitation of Union memberships, internal elections, collection of dues and other internal business activities of the Union will not be conducted during the duty hours of the Union officials concerned.

7.2 Use of and Requests for Official Time:

a. Union representatives and employees will be granted a reasonable amount of official time to perform representational functions, functions related to administering this agreement and reasonable preparation time.

b. Requests for official time will ordinarily be made in advance of use and in a timely manner. The request will be made to the immediate supervisor or other appropriate management official, including human resources personnel. The employee will indicate to the supervisor if the official time request involves official time for FLRA activities or other mandatory activities. The employee will indicate the estimate of hours required and indicate the location of the representational activities in accordance with the ordinary custom and practice for the absences for other reasons (e.g. the standard operating

procedure). If no management official is reasonably available or the approval or denial is not received in a timely manner, the Union representative may respond to the request for representational requirements and will report the time as described herein.

c. Union officials will be granted incidental official time (not to exceed 30 minutes at a time) or representational activities without advance approval. This time would include items such as: responding to unscheduled incoming inquiries, scheduling of representational activities and for requesting larger blocks of official time.

d. When a Union official or employee requests official time, it will not be unreasonably denied nor will the release be unreasonably delayed. Ordinary workload will not preclude the release of the Union official or employee. It will be considered unreasonable if a delay in granting a timely request causes a time limit to be missed, as specified in this agreement or imposed by a third party. In this case, an extension of the time equal to the delay will be granted if requested by the Union, Union official(s) or employee.

e. The parties agree that accounting for official time used in labor management activities is a critical Union and management responsibility. Accordingly, Union officials and employees will provide information on official time used to the cognizant supervisor in accordance with established office policy on time-keeping and attendance requirements for non-Union related activities. Official time used will be in one-hour increments and it will be reported daily.

ARTICLE 8
USE OF FACILITIES

8.1 Representational Activities: The Union may make reasonable use of government facilities, including: office space, equipment and services, in order to conduct representational activities.

a. Office Space: The Union may use employee work areas for conducting representational activities.

b. Equipment: The Union may make reasonable use of copiers, telephones, computers, FAX machines and related government equipment in order to conduct representational activities. Outside telephone calls for representational activities will be reasonable in length and frequency. Copying machines may be used to reproduce a reasonable amount of material necessary for representational activities.

c. Services: The Union may make reasonable use of government internal mail delivery and computer networking systems.

8.2 Internal Union Business: The Union may make minor or incidental use of government office space, equipment and services in connection with internal Union activities. This includes the storage of Union files in employee work areas or other areas as mutually agreed.

8.3 Conference Rooms: Upon the request of the Union, the Employer will make official conference rooms available, for meetings and other appropriate representational activities, when not otherwise in use. Similarly, the Union will be allowed to make reasonable use of government conference rooms, which are not otherwise in use, for internal Union purposes during non-duty hours.

8.4 Bulletin Boards: The board will total approximately 15 square feet and be of standard dimensions. It will also be aesthetically pleasing and suitable for use in a professional office. The board will be placed in a mutually agreeable location that best serves the interests of both parties.

ARTICLE 9
GRIEVANCE PROCEDURE

9.1 Scope: The negotiated grievance procedures will only apply to matters described in the definition of a grievance, listed in Article 2, Definitions. The following items are not grievable:

- a. Any claimed violation of subchapter III of chapter 73 of Title 5 (relating to prohibited political activities)
- b. Retirement, life insurance, or health insurance
- c. A suspension or removal under section 7532 of Title 5
- d. Any examination, certification, or appointment
- e. The classification of any position which does not result in the reduction in grade or pay of an employee

9.2 General:

- a. This grievance procedure applies to grievances initiated by an employee, grievances initiated by the Union on behalf of an employee, grievances initiated by an employee or the Union on behalf of a group of employees with similar grievances and grievances initiated by the Union on its own behalf.
- b. It is the policy of the parties that employees are entitled to present grievances and to have them considered and resolved expeditiously, fairly and impartially. All persons involved in the grievance resolution process will be free from restraint, interference, coercion, discrimination or reprisal.
- c. Employees may exercise their right to present a grievance for adjustment under this Article and act as their own representative. The parties acknowledge that this provision does not preclude the Union from being present at employee-initiated grievance meetings, if the Union so-elects.
- d. Employees and the Union are entitled to present grievances and to communicate with supervisors or managers and officials in order to resolve their grievances. Employees will be permitted a reasonable amount of official duty time, if otherwise in a duty status at the employing activity, and reasonable use of government facilities to prepare and present grievances and to communicate with management officials, the Directorate of Human Resources and Union officials.
- e. A group of employees with similar grievances, having essentially the same fact(s) or the same issue(s), may select from among their number one individual to participate in the process on behalf of the group. The names of all the employees who are part of the group grievance will be listed in the documents supporting the grievance. All individuals participating in the group grievance will be required to sign a statement that they agree to

be bound by the results of the group grievance. Similarly, the Employer may choose to join similar or identical grievances, however, each grievant will have the opportunity to participate in the grievance procedure, if the grievant chooses.

f. The remedy requested in a grievance must be personal to the employee and may not include a request for disciplinary or other action affecting another individual.

g. The time limits for resolving a problem may be extended by mutual agreement to accommodate resolution of the dispute.

9.3 Documentation:

a. The grievant has a right to the documentation relied upon by the person making the decision, prior to the decision being made. Information will be voluntarily shared to the maximum extent. For example, if statutes or regulations provide governing guidance, that guidance will be made reasonably available to the grievant.

b. A copy of all grievance decisions will be provided to the Union. In response to requests from the Union, the employer will inform the Union of the status of a grievance

c. All details of the dispute, discussions made in an attempt to resolve the dispute and the final resolution will be kept confidential and will not be disclosed outside of the grievant, the Union representative and those Union and management officials who have a need to know, except that pertinent information may be generally released by mutual consent.

9.4 Problem Solving Process:

a. Notification and Resolution:

(1) An employee may informally present a potential grievance to his or her immediate supervisor before filing a formal grievance. If the matter or action directly involves the immediate supervisor, and the employee has been unable to resolve the matter with that supervisor, the employee may present the matter to the next level supervisor. The problem must be presented within 30 days of the act or event that the employee believes created the problem, or the date that the employee became aware of (or could reasonably have become aware of) the act or event, whichever is later. The employee may present a matter of concern regarding a continuing practice or condition at any time with the time limit calculated based upon the most recent incident. For good cause, other grievances that do not meet these time constraints may be included by mutual agreement.

(2) The supervisor must consider the employee's matter and should attempt to resolve it in seven (7) days and normally no later than 15 days from the date the problem is first brought to the supervisor's attention or from the date that a fact finding report is received. If the employee presents the problem orally, the supervisor's determination may be oral or

written. If the problem is presented in writing, the determination must be in writing. If the problem was not resolved, the supervisor will inform the employee of the time limits for filing a grievance.

9.5 Filing:

- a. An employee may file a formal, written grievance with the Director, Human Resources. If the employee used the problem-solving process, the employee must file a grievance no later than 15 days from the date of the supervisor's decision. Where the employee does not use the problem-solving process but raises the matter initially as a grievance, the employee must present the grievance within 20 days following the date the employee became aware of (or reasonably should have become aware of) the act or event. The employee may present a grievance regarding a continuing practice or condition at any time with the time limit calculated based upon the most recent incident. For good cause, other grievances that do not meet these time constraints may be included by mutual agreement.
- b. An employee's grievance must be signed, dated, and contain a sufficiently detailed statement of the specific issue(s) and the specific, remedy sought, copies of any documents in the employee's possession related to the grievance and the name of the employee's representative, if any, and the names of any other employees who have agreed to participate in the grievance.

9.6 Deciding Officials:

- a. Deciding officials will normally be assigned at an organizational level higher than any employee involved in the grievance and having no direct interest in the matter being grieved, unless the deciding official is the Division Commander. In the procedures established in this article, or in any other ADR procedure, the deciding official may be any official selected according to the procedure.
- b. The deciding officials will determine whether to require, and how to conduct an investigation. The deciding officials may also designate an impartial individual or fact finding team to examine a grievance and, when authorized, to make recommendations concerning its disposition.
- c. The deciding officials will be provided with the written grievance, supporting documentation, grievance tracking form, the supervisor's response from the problem solving process, the report of the fact finding team, if any, and other pertinent documents.
- d. The deciding officials will fully and fairly consider a grievance and issue a written decision with supporting rationale for the decision. Deciding officials may extend time frames when warranted by special circumstances (e.g., when those involved are geographically dispersed or where fact-finding is used in the process).

e. Wherever possible, deciding officials should rule on the merits of a grievance. However, the deciding officials may cancel or temporarily suspend a grievance, or the appropriate portion of a grievance, if: the grievant requests such action; the grievant or grievance is excluded from coverage, the grievant fails to provide sufficient detail to identify clearly the matter being grieved or specify the personal relief requested; the grievant fails to comply with applicable time limits or procedural requirements or requests actions be taken against another employee; or the grievant raises the same matters under another formal dispute resolution process.

f. An individual acting as the deciding official will certify at the time the decision is rendered that the decision is based on the facts presented during the grievance process.

9.7 Dispute Resolution Procedures:

a. Alternative Dispute Resolution (ADR) techniques will be used to resolve grievances consistent with the requirements of this article.

b. Standard Procedure: The standard procedure will be followed in almost all cases. This is the simplest and most timely of the procedures and the parties agree that the interests of the Employer, the Union and the employee are best served by minimizing the complexity of the grievance resolution procedure.

(1) This procedure will be used unless mutual agreement is reached to use an alternative procedure because of unusual complexity or controversy. If it appears to both parties that a matter would most likely be forwarded to arbitration through the use of this procedure, then an alternative procedure should be used.

(2) This procedure involves a single hearing before a deciding official who is not in the employee's supervisory chain. The employer will provide the employee with a list of three eligible deciding officials. The employee will select a deciding official from this list.

(3) The meeting with the deciding official will be informal and involve only oral testimony, if possible, from the grievant or Union representative and management official(s). The deciding official may ask for testimony from other individuals, if required, and may invoke fact finding if there is not substantial agreement on the facts or if sufficient information is not available on which to make a decision. Both parties may provide witnesses during the grievance procedure. Both parties may use subject matter experts during the grievance meetings. Both parties, also, agree that the most cost efficient methods will be used in this fact-finding process. The Employer may, at its discretion, fund time and travel costs.

(4) The decision is binding except that the grievant may appeal the decision to the Division Commander. If appropriate, the Division Commander may elect to require mediation as a strategy to help reach final resolution. If the grievance is appealed to the Division Commander and is not resolved to the satisfaction of both the Union and the grievant, the Union may invoke arbitration in accordance with this agreement.

c. Mini-Trial Procedure: A "mini-trial" may be used by mutual consent and would be applicable to highly contentious situations where there may be several potential interpretations of the facts. These situations would probably involve significant conflicts between a supervisor and employee or for situations related to significant behavior matters.

(1) To assemble a hearing board, the Union and the Employer will each present a list of the names of six (6) individuals who are their candidates to sit as the hearing board. The President of the Union will first select a chairperson of the hearing board from the list provided by the Employer, who will facilitate the hearing, attempt to facilitate a consensus and only vote to break a tie. The Director, Human Resources and the President of the Union will then each select two (2) names from the list provided by the other side to sit as the board.

(2) The hearing board will act as deciding officials and will hear testimony from the grievant or Union representative and management official(s). The hearing board may ask questions of the grievant, management officials and others who may have knowledge of the grievance and otherwise satisfy themselves as to the circumstances surrounding the grievance.

(3) If the decision of the hearing board is unanimous, then the decision may not be appealed. If the decision of the hearing board is not unanimous, then the grievant may appeal the decision to the Division Commander. The Division Commander will consult with the Union President prior to making a decision on the appeal. Both parties will accept the decision from this procedure as a binding, full and final settlement.

d. Mediation Procedure: A mediation procedure may be used by mutual consent and would be applicable to the most complex situations where bargaining is required to reach an equitable solution. This would normally involve matters where the remedies are complex, costly or subject to ambiguity regarding the authority that may be available to the Division Commander.

(1) The parties will appoint a bargaining team of no more than two (2) individuals from each side. The parties will bargain in good faith using interest based bargaining techniques in an attempt to reach a mutually acceptable resolution. The goal of this bargaining is to reach a settlement in five- (5) or fewer days of bargaining.

(2) If it appears to either party that further efforts to bargain will not produce a resolution in a reasonable time, the FMCS will be called in order to mediate a resolution. The parties will utilize the FMCS mediation services to aid bargaining. The goal of this step is to reach a settlement within two (2) additional bargaining days. If the FMCS is not reasonably available, another mutually acceptable mediator may be utilized.

(3) If it appears to at least one side and to the FMCS that further bargaining is unlikely to produce a resolution in a reasonable time, the FMCS will be asked to review draft settlement language prepared by each party and, with no further attempts to mediate, issue an advisory opinion as to which of the proposals, in its entirety and without change, the FMCS feels is the most appropriate settlement. Prior to this opinion, both parties may provide comments to the FMCS on the settlement language of the other side.

(4) The FMCS may, at its election, point out defects in the proposals and return them to the respective sides for resubmission or the FMCS has the option of not rendering an advisory opinion at all. If no FMCS opinion is finally received, this procedure is terminated and the grievance is forwarded to the Division Commander. The Division Commander will consult with the Union President prior to making a decision.

(5) Both parties will accept the actions described in the language selected by the FMCS advisory opinion as a binding, full and final settlement. If the grievance is forwarded to the Division Commander and is not resolved to the satisfaction of the grievant, the Union may invoke arbitration in accordance with this agreement.

9.8 Time Frame: Deciding officials will issue a decision as soon as possible but normally no later than 30 days from the filing of the grievance. The deciding officials may extend time frames when warranted by special circumstances. However, a grievance decision should be rendered no more than 45 days from the filing of the grievance, absent mutual agreement to extend this time limit to accommodate resolution of the dispute. If deciding officials fail to render decisions within 45 days, absent such mutual agreement, grievants may request review by the Division Commander.

ARTICLE 10
ARBITRATION

10.1 Right To Arbitration: Arbitration may be invoked by written notice from the Union or Employer to the other party within ten (10) days after an unsatisfactory decision is issued under the final step of a procedure in Article 10, Grievance Procedure. An employee may not invoke arbitration. The notice must include a signed request to the Federal Mediation and Conciliation Service (FMCS) for a list of a minimum of five (5) arbitrators located within in the San Francisco Bay Area, and a brief statement of the nature of the grievance. The party requesting arbitration will pay the FMCS fee (currently \$35.00). The party receiving said notice will then have five (5) days to jointly sign the arbitration request, if desired, provide its own statement of the nature of the grievance, and forward the arbitration request to the FMCS, or return the request to the initiating party for filing.

10.2 Selecting the Arbitrator: Within ten (10) days after receipt of the list of arbitrators the parties must meet to select an arbitrator. If the parties cannot agree on an arbitrator, the Employer and the Union will strike one (1) arbitrator's name from the list alternately until one- (1) name remains. The first strike will be determined by the flip of a coin. The arbitration process will terminate if the party initiating the grievance withdraws the grievance.

10.3 Cost and Fees of Arbitration:

- a. Arbitration costs include the fees and expenses of the arbitrator, a reporter when utilized. These costs do not include official time granted in accordance with this agreement.
- b. The parties recognize the need to minimize the costs of arbitration and agree to work to minimize the instances in which arbitration will be used and agree to work to minimize the costs of individual arbitrations.
- c. Arbitration costs will be paid according to the following:
 - (1) Any party who withdraws from the arbitration process before the arbitrator issues the decision will pay the arbitration costs in full, unless the parties agree otherwise.
 - (2) In all other cases, the share of the arbitration costs allocated to the Union will be determined by the following:
 - (a) For the first arbitration in each twelve- (12) month period after the effective date of this contract, the Union will contribute 10% of the total arbitration costs.
 - (b) For all subsequent arbitrations, the Union will contribute 50% of the total arbitration costs.

10.4 Arbitration Process: An arbitration hearing will normally be used to develop and establish facts relevant to the grievance. The arbitrator will determine all relevant facts in the grievance after a full and fair hearing, and serve a written, final, and binding decision on the parties. A reporter will be used if the parties mutually agree or if required by the arbitrator.

a. The parties may mutually agree to forego a formal hearing and use one of the following expedited arbitration methods. If it is mutually decided to eliminate a written arbitrator decision, the Directorate of Human Resources will reduce the arbitrator's decision to writing and provide a copy to the arbitrator and the grievant.

(1) A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, data and documentation would be jointly submitted to the arbitrator with a request for a decision based on the facts presented.

(2) An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as the arbitrator deems necessary, prepare a brief summary of the facts and render an on-the-spot decision without a written summary opinion. The parties may agree to require a written summary opinion.

(3) A mini-arbitration may be used to expedite the resolution of the grievance. In this case, an oral hearing will be held and the arbitrator would make such additional inquiries as the arbitrator deems necessary, and render an on-the-spot decision without a written summary opinion. The parties may agree to require a written opinion.

b. Arbitration hearings will be held on the Employer's premises between 0745 and 1615 hours, Monday through Friday.

10.5 Time Limit: The arbitrator will render a decision to the parties as quickly as possible, but in any event no later than thirty (30) days after the closing of the record, unless the parties agree otherwise.

10.6 Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties and the remedy (if any rendered) will be implemented without undue delay unless an exception is taken.

10.7 Arbitrator's Authority: The arbitrator's authority will be limited to interpretation and application of the provisions of this agreement. The decision of the arbitrator will not change, modify, alter, delete, or add to the provisions of this agreement. Such right is the prerogative of the parties only. The arbitrator may determine questions concerning the application of agency policies, provisions of law, regulations of the Department of the Army or Corps of Engineers, or regulations of appropriate authorities outside the Department of the Army. Any necessary interpretations of these items will be provided by the parties.

10.8 Grievability/Arbitrability/Timeliness Disputes: Questions of Grievability, Arbitrability and timeliness which are timely raised by either party will be decided by the arbitrator prior to proceeding to a hearing on the merits.

10.9 Exceptions: Either party may file an exception with the Federal Labor Relations Authority (FLRA) to the arbitrator's award in accordance with FLRA procedures. If no exception is filed within thirty (30) days, the arbitrator's award will be implemented without undue delay.

ARTICLE 11
ORIENTATION OF NEW EMPLOYEES

11.1 Orientation: Policy for the New Employee Orientation Program is included in Appendix C of CESP-D-R 690-1-16. Initial orientation of new employees will be accomplished through the use of the Employee Orientation Checklist (Engineering Form 3529).

11.2 Notification of Representation: All new full time employees will be informed by the Employer that the Union is the exclusive representative of the employees and will be furnished the names of the officers and representatives in SPD. The Union will be responsible for furnishing a current, up-to-date list of such individuals to the Directorate of Human Resources. The Union may also provide printed information that will be included within the new employee's information packet. A copy of this agreement will be provided to each new employee along with the other orientation documents.

11.3 Notification of Union: The Employer will notify the Union of all new employees, including the positions that they occupy and whether they are in the bargaining unit.

ARTICLE 12
JOB DESCRIPTIONS AND JOB CLASSIFICATION

12.1 General:

- a. Job descriptions will be based upon the principal duties and responsibilities assigned to each job. Each employee will be informed of changes in the official job description and will be furnished with a copy of the current job description.
- b. All details in excess of 30 days will be recorded on Standard Form 50. This requirement applies in all instances where the employee will perform duties which are substantially different from those normally performed, even if the job to which the employee is detailed is in the same grade and series as the one to which the employee is regularly assigned.

12.2 Job Descriptions:

- a. The employee will be given the opportunity to provide input to the supervisor for the development of a job description.
- b. When a supervisor assigns permanent duties that are materially different from those duties that are in an employee's job description, the assignment of additional duties will be documented in a memorandum which will supplement the job description and will be included in the employee's personnel file.
- c. A supervisor who assigns permanent duties that he or she reasonably believes may result in an increase in grade will request a classification review within 30 days.
- d. Any employee who feels that the job description is inaccurate may consult with the immediate supervisor for clarification. If the supervisor agrees that the description is inaccurate, appropriate action will be initiated within 30 days. If there is disagreement regarding accuracy of the job description, the employee may grieve in accordance with Article 9, Grievance Procedure.
- e. If a supervisor requests a classification review, the effective date of any non-competitive promotion based on an accretion of duties will become effective at the beginning of the first pay period that falls not less than 14 days after the classification action, unless the employee requests a delay.

12.3 Classification Audits:

- a. If an employee believes that his or her position is improperly classified because major duties have significantly changed since the job description was prepared, a classification

audit may be requested by the immediate supervisor. A schedule for a classification audit will be established within 20 days, and the audit will be held within 60 days from the date of the supervisor's request (Form 52).

b. In order to improve the communication of information between the employee and the classification auditor, a series of measures will be taken to include:

(1) The employee will be given the opportunity and the means to reasonably prepare for the interview. Preparation will include access to the standards, consultation with a Union representative, consultation with the supervisor and time to collect and organize work examples.

(2) At the employee's request, the Union will be provided the opportunity to provide an observer during the audit interview. The observer will not interrupt the interview but may take notes and will be allowed, at the conclusion of the interview, to provide oral and written comments and to ask questions.

(3) The audit will be conducted with reasonable privacy.

c. A copy of the first work products of the classifier (including but not limited to all findings, the evaluation statement and the proposed revised position description) will be provided to the employee for review and comment prior to any decision being made. The employee will have five (5) working days to provide additional information and comments before the classification procedure continues. The classifier's work products will not be provided to anyone other than the classifier's immediate supervisor, the employee or the employee's immediate supervisor, until the employee has had the opportunity to review and comment on the auditor's first work products.

d. The classifier will provide feedback on the Employee's comments within seven (7) working days.

e. If the employee still feels that the position is improperly classified, a classification appeal may be filed in writing through supervisory channels and the Directorate of Human Resources, and to the Division Commander or OPM, in accordance with the provisions of 5 USC 5112 and other applicable regulations.

ARTICLE 13
PERFORMANCE STANDARDS AND EVALUATION

13.1 Total Army Performance Evaluation System (TAPES): TAPES is the official evaluation instrument/process for all employees and will be administered in accordance with AR 690-400, Chapter 4302.

13.2 Individual Performance Standards/Objectives: The employee and supervisor will establish major performance objectives/ individual standards that will be accomplished during the rating period. If the employee and supervisor cannot agree, the supervisor will assign the final objectives/standards that are objective, measurable, communicate realistic expectations at the success level of performance, and accurately represent the position description. Objectives will reflect the actual duties that have been assigned during the rating period.

13.3 Counseling Sessions:

- a. An approved TAPES support form will be provided to employees within 30 calendar days after the receipt of an approved, authorized job in an approved work unit with an approved job description; or, within 30 days of the implementation date of this agreement; whichever is later.
- b. Supervisors will meet with individual employees to conduct initial discussion/counseling within 30 days of the beginning of the rating period. The supervisor will discuss and explain the rating chain, the job description, areas of special emphasis, and discuss individual performance standards/objectives. Input and involvement from the employee will be encouraged.
- c. Performance counseling sessions will be documented with copies of the appropriate forms provided to the employee within five (5) days. Copies of the form will be retained by the supervisor and Employer for use in the final appraisal. Counseling sessions will be conducted one-on-one, between the supervisor and employee. The counseling session will, also, be conducted with reasonable privacy. At least three (3) such sessions (initial, mid-term and final) will be held during each rating period.
- d. Supervisor and employee meetings/counseling on appraisals and job performance will be of a sufficient length of time to provide for a full meeting of the minds. The immediate supervisor will maintain a file for each employee under his or her direct supervision. The employee will have access to this documentation during all performance counseling sessions.

e. Significant performance problems should, in a timely manner, be addressed to the employee by the immediate supervisor in a private counseling session. The immediate supervisor will document the session and provide the employee with a copy of the documentation, within five (5) days. The employee may receive Union representation, if requested, at such a counseling session.

13.4 Transition to TAPES: TAPES will be effective concurrent with the effective date of this agreement and the system will be fully implemented within 30 days. In those cases where the end of an employee's rating period under the prior system was more than 180 days before the effective date of this agreement, the employee will receive an interim rating under the prior system.

13.5 Appraisal Completion: The Employer will complete performance appraisals of employees in a timely basis such that at least 90% are completed within 30 days of the end of the rating period and 100% within 60 days of the end of the rating period.

13.6 Training and Survey:

a. The Employer will provide training for the initial implementation of TAPES. Follow-up training will be advanced upon mutual consent to meet identified needs. This additional training will be announced at least 45 days in advance of the training date.

b. Within 30 calendar days after the first anniversary of TAPES implementation for the employees, the Union and the Employer will conduct a survey of TAPES to seek suggestions for improvement of its usage. The results of the survey will be reviewed by the Partnership Council and agreed upon changes will be implemented as soon as possible.

c. The Employer will prepare a report indicating the distribution of performance ratings given to employees by each senior rater, based upon the senior rating profiles from DA Form 7222. The Union will be provided a copy of this report each year, within 120 days from the end of the rating period.

13.7 Appeals Process: Performance ratings may be appealed through the procedure established in Article 9, Grievance Procedure.

ARTICLE 14
ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

14.1 General: In accordance with Department of the Army regulations and subject to the provisions of 5 USC 4303, an employee may be reduced in grade or removed for unacceptable performance. Prior to the implementation of the procedures in this article, alternative remedies, if available, may be considered by the Employer.

14.2 Opportunity to Improve: Employees will be granted an opportunity to improve before a reduction in grade or removal can be proposed. An opportunity to improve will begin with a written notification and issuance of a written Performance Improvement Plan to the employee.

14.3 Contents of the Performance Improvement Plan (PIP):

- a. A PIP, prepared by the supervisor, will identify specific area(s) of performance deficiency and will provide guidance on what the employee can do to improve performance to an acceptable level. A special or interim performance rating will be attached to the PIP.
- b. A PIP will contain detailed performance objectives that reflect the general duties of the position and the employee's performance standards. The time limits of the PIP will also be clearly defined.
- c. The PIP will spell out the responsibilities of both the employee and the supervisor to achieve the objectives of the PIP. The consequences of failure to improve performance will be clearly specified in the PIP.
- d. If requested by the employee, the employee will be provided with appropriate counseling services from the supervisor, the assigned Career Program Manager and the Union.
- e. If formal training is needed to improve a low performance rating, a source of that training will be identified in the PIP.

14.4 Time Limits of the PIP:

- a. PIPs will be written for a reasonable period of time and will normally not exceed 120 days. PIP periods may be extended for extenuating circumstances.
- b. A PIP will be formally evaluated at the conclusion of the performance improvement period.

14.5 Implementation of the PIP:

- a. During the PIP period, the supervisor will conduct informal periodic performance evaluation/counseling meetings with the employee, as identified in the PIP. In-progress reviews may, also, be requested by the employee at the end of each 30-day period.
- b. At the conclusion of the PIP period, a formal evaluation of the employee's performance will be issued in writing to the employee.
- c. The PIP may include formal training, on-the-job training, mentoring by co-workers or senior personnel, as appropriate. In addition, any tools necessary to achieve the PIP objectives will be provided to the employee.
- d. Issuance of a PIP does not release an employee from the responsibility to perform other duties of the position.
- e. Issuance of PIP is confidential among the employee, supervisor and those who have a formal need to know.
- f. Employees retain their grievance rights during this process.

14.6 Unacceptable Performance Following an Opportunity to Improve: The supervisor may propose a reduction in grade or removal of an employee based on instances of unacceptable performance which occur following the employee's opportunity to improve.

14.7 Employee Entitlement: An employee whose reduction in grade or removal is proposed is entitled to:

- a. Thirty (30) days advance written notice of the proposed action which identifies -
 - (1) Specific instances of unacceptable performance by the employee on which the proposed action is based; and
 - (2) The performance objectives of the employee's position involved in each instance of unacceptable performance;
 - (3) A representative of his/her choice, i.e., a Union representative, or by an attorney or other representative. The representative must be identified in writing;
 - (4) Fifteen (15) days to respond orally or in writing; and

b. A written decision which:

(1) In the case of a reduction in grade or removal under this section specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based; and

(2) Unless proposed by the Division Commander, has been concurred with by a management official who is in a higher position than the supervisor or management official who proposed the action, at least at the Director level.

14.8 Notice Period Extension: The Employer may, under regulations prescribed by the Department of the Army, extend the notice period under subsection 14.7 a. of this Article for not more than 30 days. The Employer may extend the notice period for more than 30 days only in accordance with regulations issued by the Office of Personnel Management.

14.9 Decision: The decision to retain, reduce in grade, or remove an employee:

a. Will be made within 30 days after the date of expiration of the notice period, and

b. In the case of a reduction in grade or removal, may be based only on those instances of unacceptable performance by the employee:

c. Which occurred during the one-year period ending on the date of the notice under Paragraph 14.7 a. of this Article in connection with the decision; and

d. For which the notice and other requirements of this section are complied with.

e. The decision will include the employee's appeal/grievance rights.

14.10 Employee Record: If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for one (1) year from the date of the advance written notice provided under Paragraph 15.4 a., any entry or other notation of the unacceptable performance for which the action was proposed under this article will be removed from all records.

ARTICLE 15
DISCIPLINARY ACTIONS

15.1 Coverage: The disciplinary actions covered by the provisions of this Article are removals, suspensions, and reductions in grade of employees. The provisions of this article do not apply to (1) a suspension or removal in the interests of national security initiated under Section 7532 of Title 5, USC; (2) a reduction in force action; (3) a classification audit, (4) a transfer of function, (5) a reduction in grade or removal based upon unacceptable performance; or (6) any disciplinary action that does not result in a permanent record being placed in the official personnel file.

15.2 Preliminary Investigation: If the Employer conducts an examination of an employee in connection with an investigation, and the employee reasonably believes that the examination may result in disciplinary action against the employee, the employee may request representation by the Union and/or some other form of advocacy, as appropriate. The Employer will postpone the examination for up to two (2) workdays, to allow for the employee to procure representation.

15.3 Notice: A notice of proposed disciplinary action against an employee will be in writing and will inform the employee:

- a. Of the specific proposed action(s);
- b. Of the specific reasons for the proposed action;
- c. Of the name of the official other than the proposing official to whom the employee may respond;
- d. That the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
- e. That the employee's response will be considered by the deciding official;
- f. That the employee may be represented by a Union representative;
- g. Of the employee's status during the notice period;
- h. That the employee and/or representative will be granted, upon request, a reasonable amount of official time as set forth in Article 8, Official Time, to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.
- i. An employee will be provided with at least 30 days advance written notice of the proposed discipline, except for the personnel actions listed in 5 USC Section 7503, or for crimes pursuant to 5 USC Section 7513.

15.4 Employee's Answer: The employee will have seven (7) days from receipt of the proposal to reply to the deciding official. This period may be extended by the deciding official for reasonable cause, upon written request of the employee.

15.5 Action by the Deciding Official:

- a. The deciding official is the individual who makes the final decision to effect a disciplinary or adverse action covered by this Article. The deciding official will be at a higher level in the organization than the proposing official, and no lower than a Director.
- b. The deciding official will consider the evidence and the employee's response. The decision will be provided to the employee in writing. The action taken will be no more adverse than the proposed action.
- c. In the event that an unfavorable final decision is issued, the employee will be advised that the employee has the right to appeal a suspension for more than 14 days, a reduction in grade, or removal to the Merit Systems Protection Board (MSPB). A suspension for 14 days or less may only be grieved under the procedure that is established in Article 10, Grievance Procedure, and cannot be appealed to MSPB (statutory limit).

ARTICLE 16
INCENTIVE AWARDS

16.1 General: The parties agree that awards are beneficial both to the Employer and the employee. An award is something bestowed or an action taken to recognize and reward an outstanding individual or team achievement that improved the efficiency, effectiveness or economy of operations, generally contributed to meeting organizational goals or otherwise benefited the public interest.

16.2 Incentive Awards Committee: The parties agree to continue an Incentive Awards Committee composed of not less than five (5) members, at least one (1) of which will be selected by the Union. Additional members representing the Union may be included on the committee at the discretion of the committee chairperson. The Incentive Awards Committee will:

- a. Meet from time to time as required to effectively administer the incentive awards program in accordance with AR 672-20 and other appropriate regulations;
- b. Consider and provide recommendations to the Commander for awards which exceed the approval authority delegated by the Commander to subordinate officials;
- c. Arrange for public recognition of award recipients;
- c. Coordinate with other SPD committees to recognize and encourage efforts taken to improve the work environment;
- d. Within twelve (12) months of the date of this agreement, and from time to time thereafter, review the awards programs for operational effectiveness and recommend improvements to the appropriate parties when required.

16.3 Publicity: At least annually the Employer will publicize the criteria for various awards and make the Incentive Awards Handbook reasonably available to all employees.

16.4 Equity of Performance Awards:

- a. The parties agree that awards will be made with reasonable equity among deserving individuals. The Incentive Awards Committee will establish methods to determine reasonable equity. The committee will, also, publish guidelines that will insure that the awards reflect only actual performance. These guidelines should be easily understood and applied.

b. The Directorate of Human Resources will provide to the members of the Incentive Awards Committee an annual report that compiles and presents the size and number of performance awards within each directorate, summarized according to the following defined groups: "managerial/supervisory", "professional" and "other." Privacy Act information will be removed from the report.

16.5 Suggestion Program: The Incentive Awards Committee will perform a periodic post-audit review of selected actions taken in the implementation of the suggestion program. This review will include selective evaluation of the results of adopted suggestions and the selective review of denial actions. The committee may also review the results of similar programs, such as the value-engineering program.

16.6 Value Engineering Program: The amount of the savings that is reported as a result of a value engineering proposal will be the same amount upon which an award to the employee will be based.

16.7 Time Off Awards: The Employer will inform employees who receive time off awards that the award is not transferable outside the Department of the Army. The Employer will keep a record of time off awards granted to bargaining unit members, and the bargaining unit members will be informed by the Employer three (3) pay periods in advance of the expiration dates of the time off awards.

16.8 Professional Recognition: Even though it is an individual effort, professional registration enhances the stature of the organization as a whole and should, therefore, be recognized. The Employer will provide recognition, which may include an honorary award or an "On-the-Spot" cash award, to an employee who achieves such professional status through professional registration or certification. Also, the names of employees who have received professional registration or certification will be posted on a board for public display. Professional registration and certification is also discussed in Article 19, Training and Professional Development.

ARTICLE 17
MERIT PROMOTION

17.1 Merit Placement and Promotion: The South Pacific Division Merit Promotion and Internal Placement Plan, dated 19 June 1995, is incorporated into this Agreement, by reference. In so far as it applies to bargaining unit positions, the following amendments apply:

- a. The Directorate of Human Resources will promptly notify non-selected Division employees in writing. At the request of the non-selected employee, counseling to improve promotion potential will be made available by the Career Program Manager or designee.
- b. Temporary Promotion: An Employee on temporary assignment to a higher graded position will be temporarily promoted, if the assignment to the position is expected to exceed 30 days.
- c. Employees will be compensated for assuming higher-graded positions starting from the effective date of a temporary promotion.
- d. If during a 30 day detail to a higher-graded position the Employer decides to temporarily promote an employee, the Employer will make a good faith effort to affect the temporary promotion in a timely manner.
- e. If an employee has been assigned to a higher-graded position on a detail, meets regulatory requirements and the assignment extends beyond the maximum 30 days, then the extension will become a temporary promotion effective on the thirty-first (31) day of the assignment. Higher-graded positions will not be temporarily assigned by consecutive details for periods of less than 30 days to a single employee.
- f. If a mistake is made in processing a temporary promotion, all appropriate steps will be taken to correct the error and insure proper payment to the employee.
- g. If it is a common, ordinary or recurrent duty of an employee to act as a supervisor in the absence of the incumbent or to act in place of a higher graded individual, that duty will be recorded in the employee's position description and in any other pertinent personnel documents.

ARTICLE 18
TRAINING AND PROFESSIONAL DEVELOPMENT

18.1 General: The parties agree that employee training and development is essential to achieving mission execution.

a. In order to improve performance and productivity and to keep employees abreast of technological change, the Employer will, subject to the availability of funds for training, work priorities and applicable laws and regulations, make available to employees the mission related training necessary for the performance of the employee's assigned duties.

b. Each fiscal year, the Employer will make a good faith effort to provide a training budget sufficient to accomplish the following goals:

(1) fulfill all training requirements identified in employee Performance Improvement Plans (PIP);

(2) prepare employees to succeed in accomplishing newly assigned duties;

(3) maintain technical competence in each employee's assigned professional field; and

(4) provide for at least one (1) standard week of work-related training for each employee.

18.2 Training Committee: The Employer agrees to include a representative of the Union as a full member of the South Pacific Division Training Committee. An additional member representing the Union may be included on the committee at the discretion of the committee chairperson. The committee will meet from time to time as required to fulfill its role. The Union will be notified of all committee meetings and provided with a copy of the Annual Training Plan. This committee is responsible for:

a. Advising the Commander on requirements for training, alternatives for meeting these requirements, and on evaluating completed training.

b. Helping in developing the annual training plan for the Division.

c. Reviewing and providing recommendations on applicants for long-term training and educational programs (i.e., USAGE, DA, and locally sponsored training opportunities over 120 days).

d. Reviewing unusual requests for need, regulatory propriety, and desirability; and recommending approval or disapproval of the training.

e. Determining policy regarding training matters.

18.3 Training Policy: The parties agree to encourage employees to establish and follow Individual Development Plans (IDP). The Employer will, also, provide career counseling through appropriate Career Program Managers.

- a. Catalogs of government courses will be made readily available to all employees in sufficient time for them to prepare and submit training requests.
- b. Training identified in a Performance Improvement Plan (PIP) as being needed to raise a performance evaluation will be given a Priority 1 status during the first available training cycle. Performance Improvement Plans are described in Article 15, Actions Based Upon Unacceptable Performance.
- c. The Executive Development Program, which provides funding from a separate source for career development, will be utilized where practical and available.
- d. Established criteria will be used to assign priorities. The assignment of priorities will be based on mission related needs and lower priorities will not be assigned to avoid training expenses, avoid the guarantee of payment or otherwise deny an employee training.

18.4 Non-Government Training: The Employer may pay reasonable educational expenses and/or provide official time for non-Corps of Engineers training when the following conditions have been met:

- a. The training has been applied for and approved in advance;
- b. Such training will improve individual and organizational performance and assist in achieving the agency's mission and performance goals;
- c. Existing training programs within the Corps will not adequately meet the training need;
- d. It is not feasible to establish a new training program to meet the need effectively;
- e. Reasonable inquiry has failed to locate a suitable and adequate program elsewhere in the Government;
- f. Funds are available to pay for the training; and
- g. The timing of such training will not create undue interference with operational requirements.

18.5 Employee Commitment: Any employee who receives in excess of 80 hours of training in one (1) training program through non-Government facilities must sign an agreement to continue in employment with the Department of the Army for a period three (3) times the actual amount of time spent in that training.

18.6 Training Obligation: The parties recognize that training is a scarce resource and that prudence should be exercise in scheduling and completing training.

- a. An employee who begins authorized training but who fails to satisfactorily complete the training without reasonable cause will reimburse the Employer for tuition and related travel and per diem expenses incurred by the Employer. Reasonable cause would be established if the employee encountered unforeseen personal or health problems, a medical emergency, or a change in official duties.
- b. The Employer will determine if the employee had reasonable cause to fail to satisfactorily complete or attend the training. Such conditions will not require reimbursement actions.

18.7 Other Training: Such training, which includes on-the-job, training and cross training, will not substitute for the formal courses for which the Employer will have budgeted as described above.

- a. Prior to assigning on-the-job training (OJT) responsibilities to an employee, the supervisor will meet with the employee to discuss the training and consider whether current work assignments can be accomplished concurrently with the OJT assignment. If not, the supervisor will consider alternatives that may include, but not be limited to, deferring certain work assignments, use of overtime/compensatory time, and use of temporary help.
- b. Cross training may be used to assist an employee to enter a new career field. The supervisor and employee will meet to discuss how the proposed training can achieve this goal.

18.8 Tuition Assistance: The Employer may authorize tuition assistance reimbursement for employees who wish to attend university/college courses during off-duty hours. Reimbursement may be fully or partially provided if the course will improve the employee's job performance. Normally, reimbursement will be made after the employee provides proof that the course was successfully completed with a grade of "C" or better. The training request must be approved in writing prior to the start of the class.

18.9 Long Term Training: Long-term training and development assignments provide a valuable learning experience and a competitive edge for future advancement for those individuals who participate. While Army-sponsored long-term training opportunities are limited, all eligible employees will be encouraged to participate in these programs. Reasonable access to the annual training catalog, which includes the application requirements for the different long-term training programs, will be provided to employees.

18.10 Professional Registration: In accordance with Corps policy, employees are encouraged to obtain professional (state) registration or certification to demonstrate individual growth and meet the requirements for advancement.

a. Obtaining a professional registration is a personal expense, and the Employer will not reimburse an employee for expenses associated with training and examinations to obtain initial registration. Fiscal rules permit the Employer to pay for time and expenses incurred only for training required primarily for the performance of an employee's official duties, but that training may be used to comply with continuing education (registration renewal) requirements.

b. The names of employees who have obtained professional registration and certification will be displayed in a prominent location at SPD and at remote locations where a significant number of SPD employees are located. Incentive awards for the recognition of professional registration and certification are also addressed in Article 17, Incentive Awards.

c. The parties agree that employee participation in professional activities is mutually beneficial. As such, the Employer will encourage employees to join and actively participate in professional societies, serve on technical committees, attend professional conferences, and present professional papers.

18.11 Reimbursement: Employees will be reimbursed in accordance with 5 CFR 551.422 for weekend travel in connection with TDY associated with training.

1812 Union training: Training for Union officials will be provided as discussed in Article 8, Use of Official Time.

ARTICLE 19
REDUCTION IN FORCE

19.1 General: The parties agree that the decision to initiate and implement any reduction in force (RIF) rests solely with the Employer. However, the Employer acknowledges that RIF is a last resort and remedies other than RIF should be explored. As such, the Employer agrees to raise any conditions that could result in a potential RIF, in the manner described in Article 5, Change Management. This could result in fact finding and interest based bargaining, as appropriate, prior to a RIF decision. Prior to implementation of a RIF affecting the employees, the Union will receive notification of such decision. The Employer will use Office of Personnel Management (OPM), Department of Defense (DOD), and Department of the Army (DA) regulations which cover RIF procedures.

19.2 Early-out Retirements: Approval for early-out retirements will be requested in a significant RIF, as appropriate. Similarly, VERA/VSIP authorities will be used to the maximum extent practicable to reduce the adverse impacts on employees from a RIF.

19.3 Personnel Files: The parties will jointly encourage employees to update their personnel files and various employee documents (e.g. resume, bio sketch, etc.) as soon as a RIF or reorganization is announced.

19.4 Placement Assistance:

- a. The parties agree to use their best efforts to develop and use a non-competitive placement plan for employees potentially affected by RIF.
- b. When an employee is first identified that could potentially be separated or downgraded through a RIF action, a list of all current positions for which the employee may be qualified, in both the Division and the subordinate districts, will be provided to the Division Commander, the Union and the employee's immediate supervisor. The potentially affected employee will be considered for positions on this list and no other personnel actions will be taken regarding these positions without the approval of the Division Commander.
- c. Placement assistance will be provided for employees affected by RIF. This includes registration in existing placement programs and counseling from both the Employer and the Union. Appropriate flexibility to meet individual employee desires will be included in the administration of existing priority placement programs. Appropriate job fairs, active placement activities by the Employer or commercial placement services will be used to help employees that are to be separated by RIF find other positions.
- d. In the event of a RIF, the parties agree to jointly seek and provide retraining opportunities for adversely affected employees, when applicable.

19.5 Review of Retention Registers: The Employer agrees to provide the applicable retention registers to the Union, if possible.

19.6 Information to Employees: During a RIF, the Union agrees to cooperate and assist the Employer in communicating to employees the basis and reasons for the reduction. The Employer will notify all affected employees in writing of their rights in a RIF situation. Such notice will be given at the earliest possible time after determination of such rights and within any time limitations set forth in the above-cited regulations.

19.7 Discontinued Service Retirement Provision: Upon request, employees who contemplate retiring under discontinued service retirement provisions will be provided a written statement of eligibility for an immediate annuity and the approximate amount of that annuity.

19.8 Appeals: Employees who feel they have been reached incorrectly in a RIF may appeal under the appropriate statutory appeals process. The Employer will provide, with the RIF letter, information and documentation necessary for the employee to file an appeal.

19.9 Meetings: The Union and Employer will meet frequently and at mutually agreed times to ensure accomplishment of mutual obligations under this Article.

19.10 Furloughs:

- a. Offers will be made for volunteers to participate in furloughs to decrease the adverse impacts to employees.
- b. Unless there is an undue administrative or cost burden on the Employer, or excessive impact on agency efficiency, the Employer will not initiate any action that would inadvertently and adversely effect the employee's ability to collect unemployment compensation.

ARTICLE 20
HOURS OF WORK, BASIC WORK, AND OVERTIME WORK

20.1. Hours of Work, Flex Time, and Alternate Work Schedules:

a. Alternative work schedules (AWS) are intended to enhance productivity and the quality of life and esprit de corps of SPD employees.

b. Definitions:

(1) Flex Time: A system of work scheduling which splits the workday into two (2) distinct kinds of time - core time and flexible time. The two (2) requirements under a flex time schedule are:

(a) The employee must be at work during core time; and

(b) The employee must be accountable for the total number of hours scheduled for work each day.

(2) Core Time: That portion of the workday during which all employees must be present for work. Core hours are from 0900 to 1430.

(3) Flex-Time Bands: That portion of the workday during which the employee has the option to select start time (0600 to 0900), bona fide meal break (1100 to 1300), and quit time (1430 to 1800). Once the scheduled time is approved by the supervisor, the employee will work those hours until a different schedule is approved.

(4) Working Hours: The time periods of the day during which each employee will complete the designated number of hours for his or her workday. Workday hours consist of core time and flexible time, and other time accounted for through some type of approved leave. The SPD schedule of work hours is 0600 to 1800.

(5) Official Business Hours: The hours which have been established and published as time when the Division Office is open for business (0745 to 1615).

(6) Basic Work Schedule: The basic work schedule is 40 hours per week, eight (8) hours of work per day (not including meal break), Monday through Friday.

(7) Compressed Work Schedule: The compressed work schedule enables employees to work eighty (80) hours per pay period in less than ten (10) workdays. A combined flexible/compressed-work schedule (5-4/9) is available whereby employees select a scheduled basis of eight (8), nine (9) hour days and one (1), eight (8) hour day, with one (1) day off during a pay period. This schedule will not start before 0600 or extend after 1800 hours.

20.2 Procedures:

a. All full-time employees will work 80 hours per pay period. Each employee will select a work schedule of 5/8's or 5-4/9's. Work schedules are subject to supervisory approval. Employees and supervisors will work together to meet employee and Employer needs.

b. When the supervisor knows in advance, the employee will be provided with written notice of any schedule change at least one (1) pay period prior to the change, except for emergency or unforeseen situations. Similarly, any schedule change proposed by the employee must be made and approved in writing at least one (1) pay period prior to implementation.

c. A change in a scheduled day off requires supervisory approval.

d. An employee working a 5-4/9 who is attending training of 24 hours or more, must change to a regular eight (8) hours day schedule for the pay period(s) in which the employee is in training.

e. Annual and sick leave will be charged according to the number of hours that would normally have been worked. For example, an employee taking leave on a day that he or she would normally have worked nine (9) hours, will be charged nine (9) hours in the appropriate leave category.

f. Holidays which fall on a scheduled workday will be charged as either the eight (8), or nine (9) hours regularly scheduled for that day. When a holiday falls on a scheduled day off, it will be scheduled on the next available workday of the basic workweek.

20.3 Exemptions from Flex-Time/Compressed Work Schedule Programs: An employee may identify specific needs for a flextime or compressed work schedule and the supervisor will attempt to meet those expressed needs. No employee who has turned in a completed request to participate in a flextime or compressed work schedule will be denied that privilege without good cause as described below. No intimidation, coercion, or threats may be placed on employees by the Employer, the Union or other employees. Denials of participation in a flextime or compressed work schedule will be on an individual basis; entire organizational units will not be exempted from participation as a unit.

a. Reasons for denial of participation in flextime or compressed work schedules will be limited to the following:

(1) The individual has ordinary and frequent official duty of direct personnel contact (e.g., by telephone) with agencies outside of SPD and those contact responsibilities can not reasonably be accomplished by other individuals in that or other units.

(2) The individual has recurrent and frequent deadlines for official work products where those deadlines are imposed by agencies outside of SPD, those work products could not reasonably be completed by others in the unit and those deadlines occur throughout the workweek or specific times of the day.

(3) Positions that would normally be filled by others on a temporary assignment during periods when the individual is on scheduled leave.

b. Prior to permanently exempting a position from the flextime or compressed work schedule programs, the following actions will be accomplished:

(1) The immediate supervisor or designee will furnish through management channels to the second line supervisor or designee:

(a) Title, series and grade of position;

(b) Number of positions affected; and

(c) Written justification for exemption.

c. The second line supervisor or designee will indicate approval or disapproval and return a copy to the initiating supervisor, who will notify both the Union and the employee of the exemption and the business-related justification.

20.4 Bona fide Meal Break: Each full time employee, and part time employees working in excess of four hours a day will take at least a 30 minute bona fide meal break during the period from 1100 to 1300 hrs. Schedules are subject to supervisory approval and employees and supervisors will work together to meet employee/Employer needs. On any day where annual or sick leave is taken, the bona fide meal break may be rescheduled or eliminated upon the concurrence of the supervisor.

20.5 Rest Periods: In addition to the bona fide meal break, each employee will be entitled to two (2), 15 minute rest periods each working day: one (1) to be taken before the lunch period, but not earlier than one hour from commencement of duty hours, and a second to be taken after the lunch period, but not later than one (1) hour before the end of the workday. The employee will be entitled to one rest period for each four- (4) hours of overtime, or fraction thereof. Additional rest periods may be authorized by the Division Commander if required by the physical requirements of a position. Alternative break schedules can be bargained with the supervisor under special circumstances, e.g. for medical reasons.

20.6 Cleanup Time: When a supervisor determines that cleanup time is required, a reasonable amount of time will be permitted prior to the end of the workday.

20.7 Time Clocks: Devices that use a card to gain access to a government facility will be used for security purposes only. The times automatically recorded by the access control device will not be used to record the actual time of arrival or departure of any individual, nor will the data be used to determine actual hours worked.

20.8 Overtime: Management will offer/order overtime to qualified and available employees prior to offering/ordering overtime to employees:

- a. On suspension;
- b. On scheduled vacation except in emergencies; or
- c. When the employer has been notified in writing by competent medical authority that the employee is incapable of working overtime for health reasons.

20.9 Flexibility in Hours of Work:

- a. The parties agree that the South Pacific Division is a professional organization in which employees are expected to be able to accomplish the various organizational missions without excessive formality in timekeeping. Both parties also agree that individual employees and their supervisors may come to a meeting of the minds on how to accommodate the needs of the Employer for reasonable flexibility on the part of the employee in accomplishing both the ordinary and the unusual or unexpected tasks while also allowing the employee reasonable flexibility to accommodate personal needs.
- b. Supervisors that come to this meeting of the minds with the employee will develop a reasonable system for noting minor deviations from an employee's normal work schedule. This system should be as informal and simple as the work situation allows. To avoid potential misunderstandings, each supervisor will provide a memorandum that describes the system to all affected employees. Deviations from the normal work schedule will be governed by the following:

- (1) This system will not be used to effect a de facto change in a normal work schedule.
- (2) Time accumulated in addition to the normal work schedule will be approved prior to, or during, its accumulation, except if it results from unexpected work requirements.
- (3) Time taken will be scheduled and approved in advance, except that supervisors may excuse unexpected tardiness when made up with accumulated time.
- (4) Upon supervisory approval, an employee who needs to be absent from the work site for a limited duration may use accumulated hours. Use of accumulated hours is restricted to those which have been previously earned. An employee may not be advanced hours.
- (5) One-time changes in an alternate work schedule may be accomplished through this system, if approved in advance. Hours of training or other TDY activities on a normal AWS day off may be accumulated.
- (6) A maximum of 16 hours may be accumulated at any one time. Hours worked in excess of this maximum must be approved in advance as either compensatory time or overtime. It is the employee's responsibility to notify the supervisor if a proposed work schedule will result in exceeding the maximum number of hours that can be accumulated.
- (7) This system does not modify or eliminate existing official time-keeping requirements. Time will normally be taken during the same 80-hour pay period in which it is accumulated. If the hours cannot be taken during the same pay period, they will be entered into the official time keeping system as compensatory time. The parties agree to encourage the use of accumulated hours during the same pay period that they are accumulated, both for the well being of the employee and to minimize the administrative burden associated with the official time-keeping system.

20.10 Flexible Workplace Program: The applicability of CESPDP Circular Number 690-1-1, regarding participation in a test of the flexible workplace program, is extended to include bargaining unit employees. During the one-year test, participation will be determined by an application process seeking the widest range of employees in SPD, who have been approved by their supervisors. Employees who have been nominated by their supervisors will be required to sign and abide by the terms and conditions of a Flexiplace Work Agreement. During and after the one-year test period, questionnaires will be distributed by the Directorate of Human Resources to participating employees and supervisors. Employees may terminate their participation in the flexiplace program at any time.

20.11 Four Ten Hour Days:

a. Preamble: This section establishes a pilot program of work hours consisting of four days per week, ten hours per day ("4/10"). The goal of the pilot program is to gather data to determine whether 4/10 will be offered for general use among employees in SPD. If the pilot program proves to be successful, based on the evaluation criteria listed below, the parties agree to bargain the permanent implementation of the 4/10 program.

b. Schedule: The solicitation of interest will be sent to all bargaining unit members not later than 30 days after the agreement becomes effective. Employees will have 30 days to complete the form and return it to the Directorate of Human Resources (HR-MER). HR-MER will have 30 days to notify participants and their supervisors that their work schedules are changed to 4/10. The pilot program ends 182 days after the work schedules are changed.

c. Commitment to Complete Pilot Program: Since the 4/10 program may become a permanent option and good experimental data is needed to verify that 4/10 will benefit the employee and Employer, participants are expected to commit, insofar as possible, to finish the entire pilot program period.

d. Non-Discrimination: Employees will be allowed an equal opportunity to participate in the pilot program.

e. Limitations: Subject only to the selection criteria contained herein, all interested employees may participate except that a maximum of seven (7) employees will be allowed to participate initially with the additional provision that no more than 25% of any organizational element may participate.

f. Selection of Participants: If more than the maximum number of employees request to participate or more than the maximum percentage from any organizational element wish to participate, the interested employees in each organizational element will select from their number who will participate. If the employees can not agree upon who will participate, the employees will be selected by lot within each organizational element. Exemptions from the 4/10 program will be determined as indicated above in Paragraph 21.1 d.

g. Selection of Day Off: Each prospective participant will indicate on the solicitation of interest form his or her preferred day off. In the event that more than one individual in any organizational element desires the same day off, the supervisor will be asked if it is acceptable to have all participants off on the same day. If the supervisor indicates that one or more of the days off must be changed, the participants in each organizational element will attempt to decide who gets which day off. If the participants can not come to an agreement, the employee with the highest seniority in the organizational element will choose first, the employee with the next highest seniority in the organizational element will choose next and so on until all employees have chosen a day off.

h. Program Evaluation: The participants in the pilot program and their immediate supervisors will each write an interim evaluation report due 15 days after the midpoint of the program and a final evaluation report due 15 days after the program ends. As a minimum, the reports will discuss the evaluation criteria given in Paragraph 21.9 i. Other considerations may also be discussed, as appropriate. Completed reports will be forwarded to HR-MER who will remove all personal or organizational identifiers and forward the expurgated reports to the Labor-Management Agreement bargaining team. Participants who do not complete their evaluation reports within the time allowed will not be allowed to continue on the 4/10 schedule. Employees voluntarily removing themselves from the 4/10 schedule and their supervisors will complete reports due 15 days after the employee changes to another work schedule.

i. Evaluation Criteria: The 4/10 work schedule will be evaluated according to the following criteria.

(1) Meetings: The extent to which meetings are delayed or not attended or the meeting outcome is adversely affected by the absence of the participant and the reason for the attendance failure can be attributed to the 4/10 schedule.

(2) In-Office Core Time Coverage: The extent to which official business could not be accomplished because of the absence of the participant or because of the failure of other means for the participant to accomplish the required task (for example, by telephoning at home) and the absence during core times can be attributed to the 4/10 schedule.

(3) Participant Impact: The extent to which employee morale has improved or worsened, quality of life has changed and commute patterns changed as a result of the 4/10 schedule.

(4) Impact on Coworkers: The impact of the absence of the participant on the participant's coworkers or supervisor and the impact can be attributed to the 4/10 schedule.

(5) Productivity: The extent to which productivity has increased or decreased and the change can be attributed to the 4/10 schedule. Included in consideration of productivity will be the extent to which assigned work is satisfactorily completed, the quality of that work and the timeliness of completed work.

(6) Customer Impacts: Extent to which agencies outside of SPD (e.g., EPA, FEMA, state agencies) are adversely impacted by the inability to contact a responsible employee in a timely manner and that inability can be attributed to the 4/10 schedule.

(7) Corps Impacts: Extent to which other Corps offices outside of SPD (e.g., HQUSACE, Districts etc.) are adversely impacted by the inability to contact a responsible employee in a timely manner and that inability can be attributed to the 4/10 schedule.

(8) Work Hours: The extent to which the required number of hours scheduled to be worked are actually worked and any failure to work the required number of hours can be attributed to the 4/10 schedule.

(9) Other Factors: Other impacts of the 4/10 schedule.

j. Midterm Bargaining: It is agreed that special midterm bargaining will be conducted to revise, extend or terminate the 4/10 pilot program or to establish 4/10 as a regular and permanent option for bargaining unit members. This bargaining will commence not later than 30 days from the end of the pilot program. The Employer may decide to continue the program during the evaluation and bargaining.

k. Additions or Deletions from the 4/10 Program: Participants may be dropped from the program before the end of the pilot program if they habitually do not work the required number of hours or if they voluntarily withdraw from the pilot program. By mutual consent, other employees may be added to the pilot program up to 30 days after it has begun provided that the limitations on the number of participants is not exceeded.

l. Rest Periods and Meal Periods: The duration and number of rest periods and bona fide meal periods will be as specified elsewhere in this article.

ARTICLE 21
LEAVE

21.1 Annual Leave: Annual leave will be earned according to appropriate statutes and regulations.

- a. The taking of annual leave is subject to the needs of the Employer, and requires the approval of the employee's immediate supervisor or designee. When employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. Employees have the responsibility of cooperating with their supervisors in scheduling vacation periods and in requesting leave for periods when their service can best be spared. Employees who request annual leave will do so as far in advance as possible. Requests for unscheduled annual leave will be held to a minimum to prevent disruption to work schedules.

- b. When unforeseen circumstances necessitate an employee's absence from duty, the employee is required to personally attempt to contact the immediate supervisor, or acting supervisor, as soon as possible but not later than two (2) hours after the scheduled start of duty. Failure to reach the immediate supervisor will require the employee to leave a message as to the need to take leave and the amount thereof, and leave a telephone number where the employee can be reached. Furthermore, the employee in such cases will be required to request approval from their supervisor after the fact. The supervisor reserves the right to approve the request retroactively or disapprove the request for annual leave and place the employee in an unauthorized leave status if the employee does not provide acceptable justification for the absence or the failure to request leave in advance.

- c. Subject to the needs of the Employer, employees will not be denied the use of annual leave where they may otherwise be required to forfeit their accruals by reason of maximum accumulation or forfeiture rules.

21.2 Court Leave: Court leave is the authorized absence (without loss of, or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance or efficiency rating) of an employee from work status for jury duty, or for attending judicial proceedings in a nonofficial capacity to which the United States, District of Columbia or State or local government is a party.

- a. Court leave will be administered in accordance with pertinent Department of Army and Civil Service regulations. Employees summoned by a court for the purpose of qualifying for jury service, standby time for jury service when the employee cannot report to work because of jury reporting time requirements, or absence for jury duty will not be charged to annual leave, but will be recorded as court leave.

b. An employee serving as a witness for the U.S. Government in an official capacity will be on official duty status and will be entitled to travel expenses, per diem, and/or overtime in accordance with applicable regulations.

21.3 Sick Leave: Employees will accrue sick leave in accordance with applicable laws and regulations.

a. Sick leave (or annual leave if requested) will be granted to employees when they are incapacitated for performance of their duties because of illness. Employees not reporting for work because of illness will attempt to contact their supervisors by telephone, not later than two (2) hours after the scheduled start of duty, to request approval of sick leave and to state when they expect to return to duty. Medical certification stating that the employee was incapacitated for duty will be required for sick leave periods in excess of three (3) days or as provided in Paragraph 22.3 c.

b. Sick leave (or annual leave if requested) will normally be granted for the purpose of visiting physicians, dentists, opticians, chiropractors, and other practitioners for the purpose of obtaining treatment, diagnostic examinations or X-rays. The amount of leave granted will be based on the hour and length of the appointment and travel time involved. However, employees will exert every effort to arrange for such appointments during non-duty hours.

c. When there is reasonable evidence that an employee has been abusing sick leave, the Employer has the right to require medical certification for any sick leave absence, regardless of length, provided that the employee has been counseled on the use of sick leave and issued a written warning. The certification will state that the employee was incapacitated for duty and the length of time such incapacitation existed. The sick leave record of each employee required to furnish written certification will be reviewed in accordance with the letter that imposes the requirement. If clear improvement is shown, the requirement will be removed.

d. Advance sick leave may be granted if the following requirements are met:

(1) All accrued sick leave has been exhausted;

(2) All annual leave which otherwise would be forfeited has been used;

(3) Application is supported by medical evidence;

(4) Request is not for more than 30 days; and

(5) There is reasonable medical assurance as evidenced by a physician's medical certification that the employee will return to work and that the advance credit will be repaid.

(6) The request for advance sick leave is made through the supervisor to the Director of Human Resources at least five (5) days before the requested effective date.

e. Use of sick leave is subject to the approval of the appropriate supervisor.

21.4 Family Friendly Leave Policy: Employees are permitted to use sick leave for family care and for purposes related to the death of a family member. The following are the general provisions of the family friendly leave policy:

a. Employees may request sick leave to (1) provide care for a family member as a result of physical or mental illness, injury, childbirth, or medical, dental, or optical examination or treatment; (2) make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

b. The definition of a family member has been expanded to include: Spouse, parents, spouse's parents, children and their spouses, brothers and sisters and their spouses; any individual related by blood or affinity whose close association with the employee is the equivalent of a family member.

c. The amount of leave an employee may use is limited by the Family and Medical Leave Act (5 CFR 630.401).

d. Full-time employees may initially request up to 40 hours of sick leave per leave year. A full-time employee may request an additional 64 hours, however, to be entitled to these additional hours, the employee's sick leave balance cannot drop below 80 hours.

e. Full-time employees may be approved for up to twelve (12) weeks of leave without pay, in accordance with the Family and Medical Leave Act.

f. Part-time employees or employees with an uncommon tour of duty are covered as well, however, their entitlement is pro-rated based on their hours of work.

g. To request leave for these purposes, the employee will follow normal leave procedures.

21.5 Holiday Leave: An employee will be excused without charge to leave or loss of pay for all periods of holiday shutdown.

21.6 Leave Without Pay (LWOP):

a. Leave without pay is a temporary non-pay status and absence from duty requested by the employee and approved by the employee's supervisor. Employees may be granted leave without pay on request if they have leave to their credit, but for personal reasons choose not to take it.

b. Leave without pay may be granted by the supervisor in cases such as:

- (1) For educational purposes, when the completion of the course will contribute to the organization's best interests.
- (2) For illness or disability not of a permanent or disqualifying nature where sick leave has been exhausted.
- (3) During any period pending final action on a claim for disability retirement, after all sick and annual leave have been exhausted.
- (4) During any period pending action by the Office of Workers Compensation Program of the Department of Labor on a claim resulting from work-related illness or injury.
- (5) For at least one (1) year, while being compensated by the Office of Workers Compensation Program.
- (6) For the purpose of permitting the employee to participate in programs which the Federal Government is participating in or is encouraging; or
- (7) For the purpose of serving, on a temporary basis, as an officer or representative of the Union.

c. Employees who do not have leave to their credit and wish to take leave may request approval of leave without pay from their supervisor.

d. Requests for leave without pay in excess of 30 days will be submitted in writing to the supervisor, outlining the reasons for the request and the approximate dates when the leave will begin and end. The supervisor will review the request to assure that the value to the government or the serious needs of the employee are sufficient to offset such costs and administrative inconvenience as:

- (1) Encumbrance of a position;
- (2) Obligation to provide active employment at the end of the approved leave period; or
- (3) Eligibility for continued coverage of health insurance and life insurance.

e. Leave without pay will not be granted to any employee who has accrued, or who will accrue during the leave year, unscheduled annual leave that must be used or lost by the end of the leave year.

f. When employees can be spared from their duties, the Employer will consider granting requested leave without pay where it will relieve the pressure of manpower restrictions that could cause a RIF or furlough.

21.7 Administrative Leave or Excused Absence:

a. Administrative leave may be granted to employees for participation in activities in accordance with OPM guidance and Government-wide regulations.

b. Administrative leave may be granted when the activity shuts down due to circumstances beyond management control or the employee is unable to reasonably gain access to the workplace. Instances such as floods, fires, lack of heat or electricity, earthquakes, equipment failure, unusual delays in public transportation and similar events are covered under this type of administrative leave.

c. Supervisors have the option to excuse infrequent absences and tardiness of less than one hour by an employee. Each case must be considered on its merits.

d. The supervisor may also make administrative leave available under special circumstances such as: attendance at Employer directed counseling sessions, blood donation, funerals for co-workers and participation in the Fit-to-Win program as set forth in Article 26, Employee Health Programs.

e. When the circumstances exist which would normally result in the granting of administrative leave as defined above and otherwise by regulation or statute, administrative leave will not be unreasonably denied.

21.8 Absence for Maternity/Adoption Reasons: An employee may be absent on leave for maternity or adoption reasons.

a. To the extent available, sick leave, annual leave, or leave without pay may be used to cover the time required for physical examinations and to cover the period of incapacitation. An absence covering pregnancy and confinement is to be treated like any other medically certified temporary disability. After delivery and recuperation, the employee may desire a period of adjustment or may need time to make arrangements for the care of the child. Such additional leave requirements may be taken care of by the use of available sick leave, annual leave or leave without pay. A male employee may be

granted sick leave, annual leave or leave without pay to care for minor children, the newborn child or spouse in connection with childbirth.

b. Adoptive parents may avail themselves of the leave provisions. Employees may use sick leave, annual leave, or leave without pay when they must be absent from duty for purposes relating to the adoption of a child. This also includes items such as appointments with adoption agencies, social workers, attorneys, court proceedings, related travel and any other activities necessary to allow the adoption to proceed.

21.9 Religious Absences: An employee whose personal religious beliefs require the abstention of work during limited periods of time will be granted annual leave, religious compensatory leave, or leave without pay, as appropriate, upon request and approval from the supervisor unless the presence of the employee is absolutely necessary. The employee may elect, with the supervisor's approval, to engage in compensatory work time for time lost in meeting those religious requirements. Such compensatory work time is not paid at overtime rates. An employee who so requests compensatory work time may be granted religious compensatory leave during the regularly scheduled tour of duty for such religious reasons at the supervisor's approval.

21.10 Leave Bank: The Employer will establish a leave bank for employees as set forth in 5 CFR 630.1001. Both parties agree to establish and implement a local policy and procedures on the use of the leave bank within six (6) months of the date of this agreement.

ARTICLE 22
PAY

22.1 Receiving Paychecks: Employees will receive checks by mail or by direct deposit to their banks, at the employee's option.

ARTICLE 23
PAYROLL WITHHOLDING OF UNION DUES

23.1 General:

- a. The Employer agrees to withhold Union dues from eligible employees' paychecks at their request, and to remit the monies withheld to the Union.
- b. Allotments will be automatically stopped, beginning the first pay period after loss of Exclusive Recognition by the Union. They may be suspended or terminated by appropriate authority.

23.2 Union Responsibilities:

- a. The Union will notify the Directorate of Human Resources of the amount of dues to be withheld each pay period and the name and address of the person to receive the withheld dues.
- b. The Union will provide to eligible employees Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, to authorize an allotment for withholding dues from their pay. The Employer will provide these forms to the Union.
- c. The Union will inform and educate its members concerning the withholding arrangement for the allotment of dues and in the proper completion of Section B of SF-1187.
- d. The Union will complete Section A of SF-1187 and the President or an elected official will certify and forward the form to the Directorate of Human Resources, for completion. The agency will determine the employee's eligibility for dues withholding and mark the appropriate box on SF-1187. If the agency checks "yes", it will forward the form to the Central Payroll Office within a reasonable time and give a copy to the Union. If the agency checks "no", it will return the form to the Union. The certification and eligibility determination process is solely applicable to administration of dues withholding and does not establish bargaining-unit eligibility.
- e. The Union will promptly notify the Directorate of Human Resources, in writing, when a member of the employee organization is expelled or ceases to be a member in good standing. Upon receipt of such notice, the Employer will stop the allotment beginning with the next complete pay period.
- f. The Union will comply with all provisions and responsibilities required in order to receive payment by the "Green Check" method or through direct deposit to an account designated by the Union.

23.3 Employer Responsibilities:

- a. Allotments will be effective at the beginning of the first full pay period following receipt of the SF-1187 by the Central Payroll Office.
- b. Withheld dues will be forwarded to the Union by the Central Payroll Office at the time employee paychecks are processed by use of the "Green Check" method or through direct deposit.
- c. The Employer further agrees that each remittance check will be accompanied by an alphabetical listing of the names and amounts withheld. The Employer will notify the Union when a copy of a SF-1188, has been submitted by an employee for the revocation of the allotment for the payment of dues.

23.4 Employee Responsibilities: An employee may voluntarily revoke this allotment for the payment of dues at any time by completing a SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, and by submitting it directly to the Directorate of Human Resources. The Union will provide notification when the revocation will become effective, in accordance with the Union's bylaws.

ARTICLE 24
SAFETY

24.1 General: Safety is a collective effort and a responsibility of the Employer, the Union and employees. The parties will cooperate to that end by encouraging employees to observe all safety rules, requirements and regulations in the performance of assigned duties. In the course of performing their assigned duties, all employees will be alert to unsafe practices, unsafe equipment and unsafe conditions. When such hazards are observed they will be promptly reported. Employees will be encouraged to report such hazards to the appropriate supervisor and the Safety Officer. If, in the Employer's judgment, an unsafe or unhealthy condition exists, the Employer will take prompt and appropriate action.

24.2 Safety Inspections: A Union representative will be invited to accompany the Safety Officer on scheduled safety inspections where bargaining unit members regularly conduct business or when a severe safety or health issue (asbestos, toxic waste, etc.) may affect an employee. Inspections will be held at least annually with follow-on inspections, as required, to insure a safe work environment.

24.3 South Pacific Division Laboratory: Safety inspections will include the South Pacific Division Laboratory. Showers, sinks, toilets, and similar facilities will be maintained in a safe, clean and sanitary condition at all times. Laboratory personnel and visitors will be provided with all necessary personnel protective equipment as required by their job or visit.

24.4 South Pacific Division Safety Committee: The parties agree to establish a South Pacific Division Safety Committee, composed of not less than five (5) members, at least one (1) of which will be selected by the Union. Additional members representing the Union may be included on the committee at the discretion of the committee chairperson.

24.5 Security Plans: The Building Services and Procedures Plan, the Tenant Life Safety Plan and the memorandum, General Information and Guidelines for Security will be made reasonably available to all employees.

ARTICLE 25
EMPLOYEE HEALTH PROGRAMS

25.1 Employee Assistance Program: The Employee Assistance Program (EAP), will be made available for all employees to assist in identification and rehabilitation of alcoholism, drug abuse, or other problems which affect job performance. The Employer agrees to provide to the employees an annual update on the EAP program.

25.2 Employee Occupational Health Program: The Employer will continue to offer health services to the employees, to the extent practicable and available locally from the U.S. Public Health Service. The parties agree to continue the South Pacific Division Health Committee, which is composed of at least five (5) members, at least one (1) of which will be selected by the Union. Additional members representing the Union may be included on the committee at the discretion of the chairperson.

25.3 Fit-to-Win Program:

- a. The policies and procedures governing the South Pacific Division "Fit-to-Win" Wellness and Fitness Program are set forth in CESPDM OM 600-1-1. The goal of the wellness component is to enhance the overall health status of each participant by providing the specific and useful information and resources for enhancement. Specific fitness goals include attainment of cardiopulmonary (aerobic capacity) fitness, healthy body composition, establishment and maintenance of muscular strength and endurance and overall body flexibility.
- b. All employees who wish to participate in the program must obtain a Fit-to-Win Passport which is available from the designated Fit-to-Win Coordinator. Employees desiring to participate in the program must inform their supervisors and have their participation schedule approved. If an employee wishes to discontinue participation for whatever reason, whether permanently or temporarily, then the employee must notify the Coordinator as soon as possible.
- c. All facility memberships and conditions of membership (including assignment of lockers) will be determined and approved solely by the South Pacific Division Health Committee.
- d. Employees who are not enrolled in the Fit-to-Win Program, and who demonstrate a legitimate need for use of shower and locker facilities (e.g. for regularly riding a bike to work), may be allowed the use of those facilities as long as there is no conflict with the Fit-to-Win participants.

ARTICLE 26
CONTRACTING OUT

26.1 Notification: The Employer agrees to inform the Union prior to the issuance of an invitation for bids or request for proposals for any contracting out of work which might result in the termination of employees. The Employer will provide the Union with three (3) milestone charts (when required) and a copy of the invitation for bids or requests for proposals when available to bidders.

26.2 Assistance: The Employer further agrees to minimize termination actions by providing placement assistance to eligible employees in accordance with Article 20, Reduction In Force.

26.3 Employer Authority for Decisions: The Employer retains the authority to make decisions on contracting out.

ARTICLE 27
MISCELLANEOUS PROVISIONS

27.1 Time Limits: All time limits set forth in this agreement, unless established by statute or otherwise noted, may be extended for reasonable cause, by mutual consent.

27.2 Union Right to Contact Congress: The employer has no objection to the Union exercising its right to contact members of Congress.

27.3 Dress Codes: Employees will be neat and clean in dress and personal grooming while on duty. In this regard, employees may conform to contemporary apparel and contemporary grooming styles that are appropriate to the business setting, provided that the styles do not create a health or safety hazard, interfere with or tend to interfere with accomplishment of the missions of the Employer in a particular situation by reducing ability to deal effectively with either the public, fellow employees, other governmental agencies or organizational entities.

27.4 Public Transportation:

a. The parties agree to establish a program for encouraging the use of public transportation. This program will include the distribution of transportation schedules, carpool/vanpool coordination and publication of other information appropriate to encouraging the use of public transportation. The Partnership Council will establish a committee to implement this program.

b. The parties agree that transportation subsidies would be of significant value to the employees and a valuable part of the program. The parties also agree that Employer funding of such subsidies is a significant constraint and that any Employer funding would be of a lesser priority than funding for mission requirements such as staff, travel and training and programs such as incentive awards and other programs that are covered in this agreement. One of the assigned committee activities will be to evaluate options for the establishment of public transportation subsidies, including the option of voluntary contributions with potential tax advantages. Recommendations of the committee will be implemented upon the concurrence of South Pacific Division Resource Requirements Advisory Committee, a survey confirming employee interest and approval by the Division Commander.

27.5 Telephone Calls: The parties agree that personal telephone calls, while traveling on government business, are in the interest of both parties when they are of reasonable duration and for the primary purpose of establishing a method of contact in case of emergencies. Such calls benefit morale, improve the welfare of the employee and family and allow greater concentration on work assignments. They are, therefore, considered a requirement for official business and necessary in the interest of the Government. The parties also agree that it is appropriate to reimburse employees for these telephone calls, to the extent allowed by law and government-

wide rule and regulation. Specific implementation guidance will be developed as indicated in Article 29, Task Force Actions. The maximum allowable reimbursement will be \$5.00 for each night of the TDY assignment.

27.6 Standby Pay:

a. Employees whose job duties include the requirement to be in a "standby" status will be eligible to receive standby pay. Three (3) conditions must be met for the employee to receive standby pay and these conditions will be established in the employee's position description. Namely, the employee must: 1) be restricted to the post of duty, 2) have activities substantially limited, and 3) be in a state of readiness to perform work. The fact that an employee may be required to carry a pager, cellular telephone, two-way radio or other electronic signaling device and remain within a reasonable call-back radius from the post of duty does not, in itself, change the employee's status from on-call to standby.

b. An employee in an "on-call" status is precluded from being paid regardless of whether the employee is required to carry a pager. Employees that are issued pagers, cellular telephones, two-way radios or other electronic signaling devices as a job requirement, and that are in an on-call status, will not be required to restrict their activities to ensure that they can respond to messages received via the devices. Conditions regarding electronic signaling devices and on-call status will be established in an employee's position description. The employee will be entitled to compensation for work performed as a result of messages received.

c. Under certain circumstances the assignment of an employee to duties may meet the requirements for compensation with standby pay. This determination will be made through a comparison of the requirements referenced in Paragraph 28.6 a. and the description of the duties. As a minimum, the description of duties for any employee that is required to carry a pager will contain the following:

(1) Any restrictions there may be upon the employee's activities to maintain a state of readiness;

(2) Requirements regarding responses to the pager;

(3) Periods or circumstances during which restrictions would be in effect; and

(4) Whether the employee must remain in a specified location.

d. The supervisor will provide reasonable notice of when an employee will be placed in a stand-by status. The minimum duration of any assignment to stand-by status will be at least 14 hours per week or seven (7) hours per non-workday.

27.7 TDY Assignments: Employees on TDY to other Corps Offices, Federal Agencies, Non-Federal Agencies or private sector companies, are subject to and will be paid under provisions of this agreement. Military Interdepartmental Purchase Requests (MIPR) will reflect provisions of this agreement, as applicable.

27.8 Employee Records: Upon the request of the employee, the Employer will provide reasonable access to the employee's official personal file. Normally the file will be brought to the employee's duty station. Any travel that may be required for an employee to view the official personnel file will be on official time, for which the employee will be reimbursed in accordance with 5 CFR 551.422.

27.9 Information Requests: The Employer will inform the Union within ten (10) calendar days as to whether information requested under 5 USC 7114(b)(4) will be supplied.

27.10 Outside Employment:

- a. The Employer will approve or disapprove in writing an employee's written request to engage in outside employment as soon as possible but not later than ten (10) working days from receipt of the employee's written request. The request will be made to the Office of Counsel.
- b. If a request for outside employment is denied by the Employer, the denial will be for good cause and the Employer's written reply will include the reason(s) for the denial.
- c. The Employer will annually issue a written statement on the policy regarding outside employment. Copies of this policy must be permanently posted on official bulletin boards which are readily accessible on a daily basis by employees.

27.11 Survivor Benefit: In accordance with PL 104-208, Section 651, and at the discretion of the Department of the Army, the Employer will pay full survivor benefits ("death gratuity") when applicable and when elected by the employee's personal representative. The parties understand that payment of this death gratuity does not limit the survivor's rights to other remedies and benefits provided under 5 USC 8101 et seq.

ARTICLE 28
TASK FORCE ACTIONS

28.1 General: During the bargaining of this agreement, the need to develop specific office memorandums (OM) was identified to establish processes and procedures for the efficient and effective execution of specific functions of SPD. The development of each OM will be the responsibility of the manager of the responsible functional organization, using a task force approach as described below.

28.2 Emergency Management OM: The Chief, Construction-Operations has the responsibility for developing an OM for executing the Emergency Management Program. The task force that is assigned to assist in this effort will include specialists with expertise in emergency management, resource management, human resources and other functional areas as appropriate. This office memorandum will be completed within six (6) months from the effective date of this agreement unless the parties agree to an extension.

28.3 Pay and Per Diem OM: The Director, Resource Management has the responsibility for developing an OM for policies and procedures associated with pay and per diem. The task force that is assigned to assist in this effort will include specialists with expertise in resource management, human resources and other functional areas as appropriate. This office memorandum will be completed within six (6) months from the effective date of this agreement unless the parties agree to an extension.

28.4 Task Force Operations:

- a. Specific topics to be addressed in the OM's will be referred to the chief of the responsible functional organization by letter.
- b. The leader of the task force will be appointed by the manager of the responsible functional organization, who will also arrange for required support from other functional organizations. The Union will be provided the opportunity to review the list of task force members. If the Union determines that its interests may not be adequately represented by the task force, it may provide an additional representative to the task force.
- c. The task force will operate on the basis of consensus. If a consensus cannot be reached, then the functional manager may be called upon to facilitate the resolution of an issue. If the task force determines that an issue should be subject to interim bargaining during the preparation of the OM, the task force or Union may request that the Labor-Management Agreement bargaining team intervene for mediation or interim bargaining.
- d. Progress of the task force will be reported to the Change Management Group established in Article 5, Change Management.

e. The task force may recommend the issuance of interim guidance letters, MOA's or proposed amendments to this agreement, as appropriate.

f. As the responsible party, the functional manager will appropriately circulate the OM for review and comment. The completed OM will be brought before the Change Management Group, prior to signature by the Division Commander.

ARTICLE 29
REPRODUCTION AND DISTRIBUTION

29.1 Agreement Cover: The color of the cover of the agreement will be light blue. The effective dates of the agreement, beginning and ending, will be printed on the cover. The words "Labor-Management Agreement" will stand out on the cover. The Union symbol and SPD logo will both appear at the top of the cover.

29.2 Format: The agreement will be printed in one size, 8 1/2 X 11 inches. It will be printed back-to-back with each article beginning on a new page. The agreement will have a subject index in the back. Each section will have an underlined title and Palatino Regular, 10 point, type will be used.

29.3 Distribution:

a. Copies of this agreement will be available in the Office of the Directorate of Human Resources and through the Union. Each new management official, supervisor and bargaining unit member will receive a copy of the agreement from the Human Resources Office during initial orientation as described in Article 12, Orientation of New Employees. The agreement will also be available electronically through the use of computers, but in an unalterable (read only) form. A copy of the agreement will be maintained in the SPD library.

b. The Employer will make prompt distribution of copies of this agreement and of any amendments or supplements to this agreement to all management officials, supervisors and bargaining unit members. In addition, the Employer will furnish at least 25 copies to the Union.

ARTICLE 30
UNFAIR LABOR PRACTICE CHARGES

30.1 General: The parties agree that the filing of an Unfair Labor Practice Charge (ULP) results in a loss of control of the settlement by the parties and that ULP's are not a good alternative to managing change by mutual agreement and consent.

31.2 Pre-notification of Unfair Labor Practice Charges:

- a. The Employer and the Union agree that prior to filing a ULP, they will discuss the issue(s) and attempt resolution. Both parties will comply with the following procedures prior to filing a ULP with the Federal Labor Relations Authority (FLRA).
- b. Prior to the filing of a ULP with the FLRA, the charging party will provide a copy of the charge to the party alleged to have violated the Federal Service Labor-Management Relations Statute. This informal charge will indicate the basis of the alleged violation and the specific provisions of the 5 USC Section 7116 alleged to have been violated. The informal ULP will be in writing and will be provided to the responding party at least 15 calendar days prior to the filing of a formal ULP with the FLRA.
- c. When the Union is the charging party, it is to provide a copy of the informal charge to the Director of Human Resources. The 15-calendar day period will begin upon receipt of the informal charge. When the Employer is the charging party, it is to provide a copy to the Union President or designee. The 15-day period will begin upon receipt of the informal charge.
- d. During this 15-calendar day period, both parties will meet in an attempt to informally resolve the alleged violation.
- e. The party receiving the intent to file will have ten (10) days to respond in writing to the charging party. The response will include a statement as to whether there is substantial agreement on the facts alleged in the ULP, or if there is not substantial agreement on the facts, the position of the other party along with any supporting documentation. The response will include a description of what action, if any, is proposed to resolve the charge. The charging party may file the ULP if no response is received.
- f. In the event that the informal charge is not resolved to the satisfaction of the charging party within the 15-calendar day period, the ULP may be forwarded to the FLRA. The filing of a ULP with the FLRA will not preclude the parties from seeking a resolution of the charge.

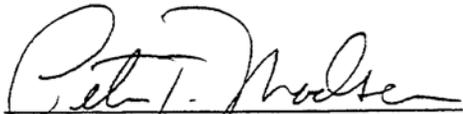
g. The parties agree that full mutual disclosure of all relevant facts and mutual agreement on those facts prior to any trial or other proceeding involving the FLRA would benefit the interest of justice. The parties agree to provide each other copies of all documents provided to the FLRA that are related to the ULP, unless they are restricted by attorney-client privilege or the privacy act.

ARTICLE 31
EFFECTIVE DATE

Following ratification by the membership of the International Federation of Professional and Technical Engineers, Local 49 and approval by the Department of the Defense, this Agreement will be in full force and effect.

In WITNESS WHEREOF the parties executed this AGREEMENT on this 1st day of February 1999.

For U.S. Army Corps of Engineers South Pacific Division, (Employer)

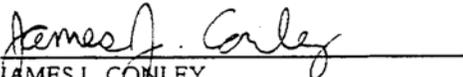


PETER T. MADSEN
COL (P), EN
Commanding



ALAN P. SHAPIRO
Facilitator

For International Federation of Professional and Technical Engineers, Local 49 (Union)



JAMES J. CONLEY
President, Local 49



GEORGE E. LEHTINEN
3rd Trustee and Chief Negotiator

APPENDIX A

TITLE 5, U.S. CODE, CHAPTER 71

THE FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

<http://uscode.house.gov/DOWNLOAD/05C71.DOC>

APPENDIX B

CESPD CIRCULAR 690-1-1

FLEXIBLE WORKPLACE PROGRAM, 1 MAY 1996

Unavailable on the Worldwide Web

INDEX

A

| | |
|---|------------------------|
| accumulated time..... | 47 |
| actions based on unacceptable performance..... | 30 |
| adoption of a child..... | 56 |
| agreement, availability..... | 25, 69 |
| agreement, availability electronically..... | 69 |
| agreement, coverage and purpose..... | 3 |
| agreement, definition..... | 4 |
| agreement, effective date and arbitration costs..... | 22 |
| agreement, effective date determination..... | 72 |
| agreement, effective date/deadlines . 8, 10, 28, 29, 35, 48, 57, 67 | |
| agreement, effective dates to be on cover..... | 69 |
| agreement, renewal..... | 8 |
| agreement, reproduction and distribution..... | 69 |
| agreement, term and amendments..... | 8 |
| agreements, prior..... | 9 |
| alternate work schedule (AWS)..... | 44 |
| alternative dispute resolution (ADR)..... | 4, 13, 18, 19 |
| amendments..... | 1, 8, 69 |
| appeal..... | 19, 20, 27, 32, 34, 43 |
| arbitration..... | 22 |
| arbitration costs..... | 22 |
| arbitration, definition..... | 4, 22 |
| audits..... | 26 |
| awards..... | 35 |

B

| | |
|---|--------------|
| bargaining unit, definition..... | 3 |
| bargaining, collective, definition..... | 4 |
| bargaining, interest based (IBB)..... | 6 |
| bargaining, interim..... | 6, 8, 50, 67 |
| basic work schedule..... | 4, 44 |
| bona fide meal break..... | 46 |
| breaks..... | 46, 51 |
| bulletin board..... | 12, 15, 66 |

C

| | |
|---|-------------------|
| Change Management..... | 67, 68 |
| Civil Service Reform Act (CSRA)..... | 1, 3, 4 |
| classification..... | 7, 16, 26, 27, 33 |
| cleanup time..... | 47 |
| collective bargaining, definition..... | 4 |
| Committee, Employee Relations..... | 9 |
| Committee, Health..... | 62 |
| Committee, Incentive Awards..... | 35 |
| Committee, Public Transportation..... | 64 |
| Committee, Resource Requirements Advisory..... | 64 |
| Committee, Safety..... | 61 |
| Committee, Training..... | 38 |
| committees, Union participation in general..... | 11 |
| compressed work schedule..... | 44, 45 |
| computers..... | 15, 69 |
| conditions of employment..... | 4, 6 |
| conference rooms..... | 15 |
| conflict with law..... | 8 |

| | |
|---------------------------|--------------|
| Congress..... | 64 |
| contract (agreement)..... | 4 |
| contracting out..... | 63 |
| core time..... | 44, 50 |
| Council, Partnership..... | 7, 9, 29, 64 |
| court leave..... | 52 |

D

| | |
|----------------------------|--------|
| days, definition..... | 5 |
| death..... | 54, 66 |
| definitions..... | 4, 44 |
| details..... | 26, 37 |
| details of employment..... | 8 |
| disciplinary actions..... | 7, 33 |
| dress code..... | 64 |
| dues..... | 13, 59 |

E

| | |
|--|------------|
| e-mail..... | 15 |
| emergency management..... | 67 |
| employee assistance program (EAP)..... | 62 |
| employee health programs..... | 62 |
| employee records..... | 6, 33, 66 |
| Employee Relations Committee..... | 9 |
| employee work areas..... | 5, 15 |
| employee, definition..... | 5 |
| employees, new..... | 25, 69 |
| employees, temporary..... | 3 |
| employer, definition..... | 3, 5, 7 |
| equipment..... | 15, 56, 61 |

F

| | |
|---|------------------|
| facilities..... | 10, 15, 16, 62 |
| Federal Labor Relations Authority..... | 3, 5, 13, 24, 70 |
| Federal Mediation & Conciliation Service..... | 5, 6, 20, 21, 22 |
| Federal Service Impasses Panel..... | 5 |
| Federal Service Labor-Management Relations Statute..... | 5 |
| files, Union..... | 15 |
| fitness center..... | 9, 62 |
| fit-to-win program..... | 56, 62 |
| five-four/9 hour days (5-4/9)..... | 45 |
| flex time..... | 44, 45 |
| flexibility in hours of work..... | 47 |
| flexible workplace program..... | 48 |
| flex-time bands..... | 44 |
| format..... | 69 |
| four ten hour days (4/10)..... | 48, 49, 50 |
| furloughs..... | 43, 55 |

G

| | |
|---|--------|
| Government-wide and Agency regulations..... | 9 |
| green check..... | 59, 60 |
| grievance procedure..... | 16 |
| grievance, definition..... | 6 |

H

| | |
|-----------------------|-----------------------|
| harassment..... | 10 |
| Health Committee..... | 62 |
| hearing board..... | 20 |
| hearings..... | 5, 13, 19, 20, 22, 23 |
| holidays..... | 5, 45, 54 |
| hours of work..... | 44, 47 |

I

| | |
|--|--------|
| impact and implementation (I&I)..... | 6 |
| incentive awards..... | 35 |
| Incentive Awards Committee..... | 35, 36 |
| individual development plan (IDP)..... | 6, 38 |
| information requests..... | 66 |
| integration clause..... | 9 |
| interest based bargaining, definition..... | 6 |
| interim changes in working conditions..... | 8 |

J

| | |
|--|----|
| job descriptions and job classification..... | 26 |
| jury duty..... | 52 |

L

| | |
|--------------------------------------|----------------|
| labor management communications..... | 11 |
| labor-management agreement..... | 4 |
| law, conflict with..... | 8 |
| leave..... | 52 |
| leave bank..... | 57 |
| leave without pay..... | 54 |
| leave, administrative..... | 55 |
| leave, annual..... | 52, 53, 55, 56 |
| leave, court..... | 52 |
| leave, family friendly policy..... | 54 |
| leave, holiday..... | 54 |
| leave, sick..... | 53 |
| library..... | 69 |
| Local 49..... | 1, 3, 7, 72 |
| lockers..... | 62 |
| long-term training..... | 38, 40 |

M

| | |
|--|-------|
| mail..... | 15 |
| maternity..... | 56 |
| meal break..... | 46 |
| mediation procedure in grievances..... | 20 |
| mediation, definition..... | 6 |
| mediator, definition..... | 6 |
| merit promotion..... | 37 |
| Merit System Protection Board..... | 6, 34 |
| mini-trial..... | 4, 19 |
| miscellaneous provisions..... | 64 |

N

| | |
|--|-------|
| negotiated grievance procedure..... | 6, 16 |
| notification, changes in working conditions..... | 8 |

| | |
|---|--------|
| notification, concerning new employees..... | 25 |
| notification, contracting out..... | 63 |
| notification, dues revocation..... | 60 |
| notification, grievance..... | 17 |
| notification, RIF..... | 42 |
| notification, ULP..... | 11, 70 |
| notification, unacceptable performance..... | 30 |

O

| | |
|-----------------------------------|---------------------------|
| office space..... | 15 |
| official business hours..... | 44 |
| official personnel file..... | 6, 33, 66 |
| official time..... | 6, 13 |
| on-call..... | 65 |
| on-the-job training..... | 31, 40 |
| orientation of new employees..... | 25, 69 |
| outside employment..... | 66 |
| overtime..... | 4, 40, 46, 47, 48, 52, 57 |

P

| | |
|---|-------------------|
| paggers..... | 65 |
| parties, definition..... | 7 |
| Partnership Council..... | 7, 9, 29, 64, 66 |
| pay..... | 58 |
| paychecks..... | 58 |
| payroll withholding of Union dues..... | 59 |
| per diem..... | 40, 52, 67 |
| performance awards..... | 35 |
| performance improvement plan (PIP)..... | 7, 30, 31, 38, 39 |
| performance standards..... | 28, 30 |
| pilot program (4/10)..... | 48 |
| placement..... | 37, 42, 63 |
| preamble..... | 1 |
| prior agreements..... | 9 |
| Privacy Act..... | 36, 71 |
| professional recognition..... | 36 |
| professional registration..... | 36, 40, 41 |
| promotion..... | 26, 37 |
| public transportation..... | 64 |
| Public Transportation Committee..... | 64 |
| purpose..... | 3 |

R

| | |
|---|-------------------|
| radio..... | 65 |
| recognition and unit designation..... | 3 |
| reduction in force (RIF)..... | 7, 33, 42, 43, 55 |
| religious absences..... | 56 |
| renewal of agreement..... | 8 |
| representational activities..... | 7, 13, 14, 15 |
| reproduction and distribution..... | 69 |
| Resource Requirements Advisory Committee..... | 64 |
| rest period..... | 46, 51 |
| retention registers..... | 42 |
| retirement, discontinued service provisions..... | 43 |
| retirements, early-out..... | 42 |
| rights of Employer, employees, and the Union..... | 10 |

S

| | |
|------------------------------|----------|
| safety | 61 |
| Safety Committee | 61 |
| security plans | 61 |
| severability | 9 |
| shower facilities | 62 |
| standby | 65 |
| Statute, definition | 7 |
| suggestion program | 36 |
| supervisor, definition | 7 |
| supplements | 1, 8, 69 |
| survival of prior agreements | 9 |
| survivor benefit | 66 |

T

| | |
|--|------------|
| TAPES | 7, 28 |
| task force actions | 67 |
| telephone calls | 64 |
| telephones | 15, 65 |
| temporary duty (TDY) | 41, 48, 65 |
| temporary promotion | 37 |
| termination | 63 |
| terms and amendments | 8 |
| time clocks | 47 |
| time limits, extension | 64 |
| time off awards | 36 |
| time-keeping | 14, 47, 48 |
| Total Army Performance Evaluation System | 7, 28 |
| training and professional development | 38 |
| Training Committee | 38 |
| training plan | 38 |
| training policy | 38 |
| training, and accumulated time | 48 |
| training, career | 6, 38 |
| training, cross | 40 |
| training, labor relations | 13 |
| training, long term | 40 |
| training, non-Government | 39 |
| training, obligation to complete | 39 |
| training, on provisions of the agreement | 10 |

| | |
|-------------------------|------------|
| training, on-the-job | 40 |
| training, PIP | 31 |
| training, TAPES | 29 |
| training, Union | 13, 41 |
| training, when on 5-4/9 | 45 |
| transit subsidies | 64 |
| travel expenses | 19, 40, 52 |
| travel, weekend | 41 |
| trustees | 12 |
| tuition assistance | 40 |

U

| | |
|------------------------------------|---------------|
| U.S. Army Corps of Engineers | 1, 3, 5, 72 |
| unacceptable performance | 30 |
| unfair labor practice charge (ULP) | 7, 11, 70, 71 |
| Union President | 8, 20, 21, 70 |
| Union trustees and representatives | 12 |
| Union, definition | 3, 7 |
| unit designation | 3 |
| use of facilities | 15 |
| use of official time | 13 |

V

| | |
|-------------------|--------|
| vacation | 47, 52 |
| value engineering | 36 |
| VERA/VISIP | 42 |

W

| | |
|-------------------------------|-----------|
| withholding of dues | 59 |
| work areas | 5, 15 |
| work schedule, alternative | 44 |
| work schedule, basic | 4, 44 |
| work schedule, compressed | 44 |
| work schedule, flexibility in | 47 |
| working conditions | 4, 8, 11 |
| working hours | 4, 44 |
| workplace | 15 |
| workweek | 4, 45, 46 |