Local 86

US Army Corps of Engineers ®
San Francisco District

LABOR - MANAGEMENT AGREEMENT

U.S. ARMY CORPS OF ENGINEERS, SAN FRANCISCO DISTRICT

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 86

30 November 2003

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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, San Francisco District, and the International Federation of Professional and Technical Engineers, Local 86.

The Parties to this Agreement recognize that they have a mutual and cooperative interest in improving the working conditions, remuneration, and morale of Employees of the District.

It is recognized that the participation of Employees in the formulation and implementation of personnel policies and procedures will contribute substantially to the improvement and efficient administration of the public service.

Wherever language in this agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to who will handle the situation. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed.

All appendices and attachments to this contract are provided for informational/reference purposes.

ARTICLE 1: RECOGNITION AND UNIT DESIGNATION

1.1 **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 the representation unit by the U.S. Army Corps of Engineers, San Francisco District, hereinafter referred to as Management, to Local 86, International Federation of Professional and Technical Engineers, hereinafter referred to as the Union.

1.2 **Coverage:** This Agreement is applicable to:

a. All professional and non-professional Employees of the U.S. Army Corps of Engineers, San Francisco District, including Employees of the Public Affairs and Logistics Management Offices and the District's Information Management Office..

b. Excluded from the bargaining unit are: Management officials, supervisors, and employees described in 5 U.S.C 7112 (b) (2), (3), (4), (6), and (7), student temporary hires, student summer hire appointments, temporary employees with less than six months continuous services with the San Francisco District; and employees of the Division Laboratory, Sausalito, California; the Earthquake Center of Preparedness; and all employees in any bargaining units represented by the International Organization of Masters, Mates and Pilots (MMP) and/or Marine Engineers Beneficial Association (MEBA).

1.3 **Purpose:**

a. The statutory protection of the right of Employees to organize, bargain collectively, and participate through labor organizations of their own choosing:

(1) safeguards the public interest,

(2) contributes to the effective conduct of public business, and

(3) facilitates and encourages the amicable settlements of disputes between Employees and their Management involving conditions of employment.

ARTICLE 2: PAY CHECKS

2.1 General: Payment or paycheck refers to electronic or physical payment of salary or wages to an employee.

2.2 Receiving Paychecks: Effective 1 January 1999, all recipients of Federal payments must receive payments electronically and therefore, must have an account unless waived by the Secretary of the Treasury.

2.3 Missing or Incorrect Paychecks: If an Employee does not receive a paycheck or receives an incorrect paycheck, Management will request a second or corrected/adjusted check to be issued by the payroll office on or before the Monday following the week the check was due, in accordance with applicable regulations. Management will give maximum consideration to an Employee's undue hardship caused by waiting for a second check to be issued, and where appropriate, will authorize and direct immediate payment of the maximum amount possible, in accordance with applicable regulations.

ARTICLE 3: TERM AND AMENDMENTS

3.1 **Term:** This Agreement shall remain in effect 3 years from the date of statutory review by both parties as defined by 7114c. The Union will accomplish its review prior to execution of the agreement. The Agreement shall be automatically renewed annually thereafter. If either party wishes to renegotiate this Agreement, it will furnish written notice to the other party containing the proposed changes not less than 180 days, but not more than 210 days prior to the termination of this Agreement. In the event either party gives notice of proposed changes, renegotiations shall begin within 90 days from the date of receipt of notice of the proposed changes.

3.2 **Amendments and Supplements:** The Parties may effect amendments to items already in this Agreement to reflect legal and regulatory changes or as mutually agreed. Supplements to this Agreement covering negotiable items not covered by this agreement will be negotiated in accordance with paragraph 3.6.

3.3 **Loss of Recognition:** In the event the Union loses recognition, as certified by the Federal Labor Relations Authority, it shall cease to be legally entitled to represent the Employees of this unit In accordance with the Civil Service Reform Act of 1978.

3.4 **Current Laws, New Laws and Federal-Wide Regulations:** Management will notify the Union of changes in any current or new law that changes working conditions or practices of bargaining unit employees. Management will give the Union an opportunity to negotiate, in accordance with the Federal Service Labor-Management Relations Statute, hereinafter referred to as the Statute.

3.5 **Agency Regulation and Policy Changes:** Management will notify the union of changes to Agency regulations and policies that change working conditions or practices of bargaining unit employees and give them the opportunity to negotiate in accordance with the Statute. It is understood that this agreement will govern, where conflicts are found, until the parties are able to come to agreement on changes needed to bring this agreement into compliance with the change.

3.6 **Interim Negotiations**.

a. General. Both parties to this Agreement have the responsibility of conducting their negotiations in good faith. They agree to make every reasonable effort to resolve all differences that arise between them. To this end, the monthly partnership meetings, as defined by Article 29, Partnering Agreement, should be used to the maximum extent possible to avoid the need for interim negotiations. Nothing in this agreement shall require either party to negotiate on any matter it is not obligated to negotiate under applicable law, however, serious consideration will be given to any request made by either party.

b. Scope.

(1) The scope of interim negotiations is limited to issues that are not covered by this Agreement and as defined in the Statute.

(2) Either party may propose an issue for negotiation.

c. Notification and Procedures.

(1) The principles of Interest-based bargaining shall be used as the primary philosophy of negotiation. Procedures and methods may be negotiated on a case-by-case basis.

(2) The party that initiates negotiation agrees to give written notification to the other party. The notification will be delivered directly to the office of the District Commander and his/her designee or the Local President and his/her designee. It is understood that this notification may be provided by electronic mail to either party's electronic mailbox(es). Electronic notification to any other District multiple address does not constitute Union notification. The time frames agreed to below will begin the day after delivery by hand or by the electronic mail system. Additional information and/or documentation will be provided in accordance with the Statute.

(3) The receiving party has eleven (11) workdays after the receipt of notification to concur or request to bargain by providing counter-proposals. A counter proposal may include asking to meet to discuss ground rules for the negotiations of the item, desire a meeting for additional information, or request an extension. Counter proposals will identify the party's general interest such as how the change will impact the bargaining unit. Extensions to provide counter proposals will normally be granted of up to five (5) workdays, or as mutually agreed, if requested within the original timeframe. It is understood that failure to respond within the agreed upon timeframes will be considered concurrence by the receiving party.

(4) The number of negotiators authorized official time will be that prescribed by the Statute except that each party may have at least two (2) negotiators. Negotiators will be designated in writing prior to negotiation. Official time authorized for negotiating collective bargaining agreements, or preparation (including proposals) for said negotiations, will be defined by mutual agreement, i.e., in ground rules. This may include official time to prepare an initial proposal, or respond to an initial proposal.

(5) If the receiving party responds with a request to bargain, negotiations will begin within 15 working days of response to notification. Any extension will be mutually agreed upon.

(6) Use of subject-matter experts during negotiations is allowed with prior notification and mutual agreement. It is understood that subject-matter experts may make presentations or answer questions, but will not be considered a negotiator for either party. Reasonable amounts of official time may be granted by mutual agreement to bargaining unit employees to participate as subject-matter experts.

d. Impact, Implementation and Appropriate Arrangement. Impact, implementation and appropriate arrangement will be negotiable for matters covered by paragraphs 3.4 and 3.5. Negotiation proposals may include substantative bargaining for issues in paragraphs 3.5 in addition to those items that shall be negotiated as required by law. It is understood that partnership as defined by Article 29 will be used to the maximum extent possible.

ARTICLE 4: RIGHTS OF MANAGEMENT, EMPLOYEES, AND THE UNION

4.1 The rights of management, employees and the union are defined in Title 5, U.S. Code, Chapter 71, The Federal Service Labor-Management Relations Statute. The Statute may be found at the following website:

http://www.flra.gov/statutes/fslmrs/fslmrs.html.

4.2 Upon request, Management will provide a hard copy of the Statute in accordance with Article 28.

ARTICLE 5: PAYROLL WITHHOLDING OF UNION DUES

5.1 **General:**

a. Management agrees to withhold Union dues from eligible Bargaining Unit 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.

5.2 **Union Responsibilities:**

a. To inform Management's Payroll Liaison Office of the amount of dues to be withheld each pay period and the name and address of the person to receive the check.

b. The Union upon request 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.

c. The Union accepts the responsibility for informing and educating its members concerning this withholding arrangement for the allotment of dues and in the proper completion of Section B of SF 1187 (available at the Union's website).

d. The Union will complete Section A of SF 1187 and the President or an elected official will certify and forward it to the authorized individual in the Personnel Office 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 Payroll within one pay period and give a copy to the Union. If the Agency checks "no", it will return the form to the Union together with reasons for its refusal in writing.

e. The Union will promptly notify Management's Payroll Liaison Office, 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 Central Payroll Office will stop the allotment immediately.

5.3 **Management 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. Remittance for dues withheld will he forwarded to the Union by the Central Payroll Office at the time Employee paychecks are processed.

c. Management further agrees that each remittance check will be accompanied by an alphabetical listing of the names and amounts withheld. Management will provide appropriate notification of any revocation to the Union. A copy of SF 1188, when completed by the Employee, can be used for this purpose.

5.4 **Employee Responsibilities:** An Employee may voluntarily revoke this allotment for the payment of dues at any time by completing SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, and submitting it directly to Management's Payroll Liaison Office. Revocation will be effective at the beginning of the first pay period following one year from the original date the Employee authorized dues withholding or, thereafter, the first full pay period after the beginning of the calendar year.

ARTICLE 6: UNION STEWARDS

6.1 **Designation of Stewards:** The Union shall furnish to management in writing the names of Union Stewards. Management will be promptly notified by the Union of every change of stewards. The list of names shall be kept current and shall be posted by the Union on all official Union bulletin boards. Total number of Union Stewards shall be as follows:

1 - Lake Sonoma
1 - Lake Mendocino
1 - Sausalito
6 - Downtown District Office (no more than 2 per floor)

unless additional stewards are agreed upon based on additional staff, mission, or facilities.

6.2 **Duties of the Steward:** It is mutually agreed that the responsibility of the Steward include employee advocacy and representation and:

a. Informing appropriate supervisors or managers of potential problems, with recommended solutions or actions.

b. Advising Employees of the best way to seek resolution of problems or complaints, i.e., through discussion with their supervisor or other Management Officials.

c. Obtaining verification of the facts concerning employee complaints; and

d. Informing employees as to the merits and validity of complaints registered.

ARTICLE 7: USE OF OFFICIAL TIME

7.1 **General:** Union officials will be on official time as authorized by the Statute and this Article only during the time the Employee otherwise would be in a duty status. Management recognizes that the reasonable official time spent on Labor-Management business as authorized by the statute and defined in this Article is in the best interest of both Management and Employees.

7.2 **Exclusions:** Solicitation of Union membership, collection of dues, distribution of literature, membership meetings, internal elections, and other internal business of the Union shall not be disruptive to work areas or conducted during the duty hours of Employees.

7.3 **Scope:**

a. General. Union representatives will be granted official time for representation purposes, as defined by the Statute (for example: grievances/arbitration, FLRA issues, partnering, depositions, negotiations, and reasonable preparation time, etc.). The total official time used by any union representative shall not exceed 17% except that the President shall not exceed 25% per fiscal year. If these percentages prove to be insufficient, they may be expanded by mutual agreement if the Union demonstrates a reasonable need to do so. Items not included in these percentages are:

(1) Union representatives will be authorized reasonable amounts of official time for negotiation (including contract negotiations) purposes in accordance with the provisions outlined in Article 3 of this agreement.

(2) Union representatives will be authorized reasonable amounts of official time to prepare for and meet with Arbitrators and representatives from other third parties such as the Federal Labor Relations Authority, Merit Systems Protection Board, Federal Mediation and Conciliation Service, Federal Service Impasses Panel, etc.

- Preparation time for third party hearings will be mutually agreed upon by the parties on a case-by-case basis. Factors to consider will include the number of issues, impact, complexity as well as the designated representative who will present each case.

(3) The Union and Management will present training on the implementation of this Agreement. There will be a joint Management/Union 4 hour training session and an additional 4 hour training session will be authorized for all Union Officers and Stewards. Town Hall meetings will be scheduled for the parties to present a joint overview of the Agreement to all Bargaining Unit Employees.

(4) Department of Labor Reports: Up to 12 hours per Fiscal Year for preparation of information reports required under 5 U.S.C. 7120(c), including financial reports, shall be accorded one (1) Union Official.

b. Representation Time, for the purposes of this Article, is defined as: official time used by Union representatives for partnership initiatives, general representation matters, formal meetings, or other meetings with management, such as committee meetings where the parties agree the union may attend or participate; or, official time used by Union representatives to meet with employees and/or their supervisors or managers to resolve specific grievances, complaints or appeals.

c. Meetings. Bargaining unit employees will be granted official time, if otherwise in a duty status, to meet with designated union stewards, participate in grievance discussions with Management; to attend arbitration hearings; and to present oral replies to proposed disciplinary and adverse actions. Meetings of this kind will normally take about an hour, though it may be less. If additional time is necessary, it will be mutually agreed upon between the union representative and manager/supervisor involved.

d. Training. A block of up to 40 hours per designated union representative of official time per fiscal year will be granted for Union Officers and Stewards to attend training sessions and Union related conventions and/or meetings in Labor-Management relations provided that such sessions are primarily designed to orient and brief such Employees in matters concerning basic statutes, regulations, policies, and negotiated agreements affecting working conditions and local personnel policies, practices, and procedures, if mutually beneficial to the parties and not prohibited by the Statute. Additional time may be granted to Union Officers on a case-by-case basis and will not be unreasonably denied. Reimbursement for Union representative per diem in a pool of up to 32 days, if necessary, is authorized. Additional per diem may be granted to Union Officers on a case-by-case basis. The Union will pay travel costs if necessary. Reimbursement will be in accordance with the most current edition of DOD's Joint Travel Regulations (JTR). This training is in addition to any training ceilings. Normal District training limits do not apply to this provision.

e. Joint Labor-Management Training. The parties may mutually agree to participate in joint labor-management training. Reimbursement for Union representative travel and per diem, if necessary, is authorized for mutually agreed upon joint labor-management training. Reimbursement will be in accordance with the most current edition of DOD's Joint Travel Regulations (JTR). Joint Labor-Management training will not be counted against the 40 hours per designated union representative training block of hours in the above paragraph. This training is in addition to any training ceilings.

f. Lobbying. A reasonable amount of official time will be provided to Union representatives to respond to parties including the media and the Public, concerning matters affecting conditions of employment of Unit Employees. Union representatives will be permitted to conduct lobbying activities on official time concerning legislation desirable to Bargaining Unit Employees' working conditions. This means legislation that is not currently under consideration in Congress as a bill. Official time for lobbying purposes will not be authorized for any matter under active consideration by Congress in accordance with DoD appropriations regulation. Official time requests for this purpose will be in writing to the District's designated labor relations point of contact and will include enough information to determine if granting of official time is appropriate in accordance with law, rule and regulation.

7.4 **Requests for Official Time:**

a. General. Union representatives and Employees will make requests for official time to their immediate supervisor or next line manager if the supervisor is unavailable. Requests for official time will normally be made to accommodate mission workload requirements as much as possible. Requests for official time will not be unreasonably denied. If delay in release will cause the missing of a Union-Management contractual time limit, an extension of time equal to the delay will be given, if requested within the original time limit for the action to be moved forward.

b. Request for Training. The Union President or designee will submit a written request to the District Engineer or designee in sufficient time to process the request and schedule the workload to enable the Employee to attend the training. A good faith effort will be made by the Union to provide Management with an annual training schedule and to notify Management as early as possible about any changes. The request will normally be made thirty (30) days in advance of training. If the Union receives notice of the training whereby less than thirty (30) days notice is provided to Management, the Union recognizes that the shorter notice may prevent the workload from being rescheduled and the Employee will not be able to attend the training. However, in all such cases, Management will endeavor to make a concerted effort to process such requests and reschedule the workload. The request will include a training agenda.

7.5 **Timekeeping:** Timekeeping shall conform to the procedures established by the Defense Civilian Pay System (DCPS). Union representatives and employees will account for all official time used for purposes authorized in the Statute and defined in this Article. Reports will be provided to the timekeeper as required for meeting the time and attendance cycles. Time will be recorded by number and type of hours (or portions of hours in 15 minute increments) used per day. For example: Type Hours Code BA, 4 hours (face-to-face negotiations); or, Type Hours Code BK, 1 hour (for union representative who met with employee on a possible grievance).

7.6 **Solicitation of Membership and Membership Drives:** Solicitation of membership, the collection of dues, or other internal business of the Union shall be conducted during the non-duty hours of the employees and solicitors concerned such as before and after duty hours, during break and lunch periods, and in non-work areas that do not disrupt the District's mission.

ARTICLE 8: USE OF FACILITIES

8.1 **Representational Activities:** The Union Representative may make reasonable use of government facilities (as available), to include: office space, equipment, vehicles and services, in order to conduct representational activities.

a. Office Space. The Union may use employee work areas. Upon the request of the Union, Management shall make official conference rooms available, for meetings and other appropriate representational activities, when not otherwise in use.

b. Union Office. Management will provide the Union with a secure office (Room 821 or equivalent space) that may be locked, with appropriate space for meetings of up to 6 people and union record storage. The office will be furnished with normal office furniture and a conference table with chairs, locking file cabinets, telephone, fax machine, computer hardware and software, etc. Heating and air conditioning will be provided as for any other office space.

c. Access to Legal Research Programs (Computer). The Union will be granted reasonable access to legal research computer programs such as Westlaw, that are maintained by Management. Advance arrangements will be made with the appropriate offices involved for a time convenient to both parties.

d. Gateway Newspaper. The Union shall be allowed to submit articles concerning subjects affecting bargaining unit members. Submissions should be within the parameters identified in paragraphs 8.3 c & d of this Article.

e. Equipment. The Union may make reasonable use of copiers, telephones, computers, FAX machines and related government equipment. Outside telephone calls will be reasonable in length and frequency. Copying machines may be used to reproduce a reasonable amount of material. Vehicles may be used or reimbursement of public transportation will be made for representational purposes.

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

8.2 **Internal Union Business:** The Union Representatives may make minor or incidental use of government office space, equipment and services in connection with internal Union activities (as available). This would include the storage of Union files in employee work areas. The Union shall be allowed to make reasonable use of government conference rooms, which are not otherwise in use, for internal Union purposes during non-duty hours.

8.3 **Bulletin Boards, E-Announcements & Personal Electronic Bulletin Board:**

a. Union Bulletin Boards. Management shall provide a bulletin board for Union use at each staffed facility of the San Francisco District. The boards shall total approximately 15 square feet and be of standard dimensions, and shall be aesthetically pleasing and suitable for use in a professional office. The boards shall be placed in a mutually agreeable location that best serves the Interests of both parties.

b. Electronic Announcements.

(1) Employees may send work related electronic announcements or notices to the designated District office for inclusion as intranet links in its weekly e-mail message to all District employees. These announcements may include matters such as: town hall meetings; brown bag lunches; district-wide luncheons and parties; informal reminders regarding existing policies or regulations, informal notices of vacancies; and, authorized fund-raising activities. The designated District office will review for appropriateness and compliance with agency regulation and policy.

(2) Formal announcements, annual notices or required training will be sent as separate/individual e-mails.

(3) If items come up that require an out-of-cycle release to the entire workforce, individual E-Announcements may be sent to accommodate the urgency. This includes notices of found items and other issues requiring short response times.

(4) The Union may utilize E-Announcements but will not utilize this system for sending out internal Union information to its Bargaining Unit.

(5) SPN employees will continue to have access to all other SPN e-mail addresses other than an address representing all employees of the District (e.g. CESPN-DLL-ALL) or other addresses restricted for security or internal management purposes.

c. Personal Electronic Bulletin Board Notices. The District will establish an electronic bulletin board on its Intranet for the posting of appropriate non-commercial personal employee notices. The designated District office will review for appropriateness and compliance with agency regulation and policy. This Intranet site will include Rules and Instructions for submission and a disclaimer releasing the Army Corps of Engineers from any liability that may result from the posting of any personal notice. See Appendix A for rules and instructions.

d. Bargaining Unit Distribution E-Mail List. Management will create a distribution e-mail list of the Union's bargaining unit. This e-mail list will be used by the Union for any communications it wishes to send to its Bargaining Employees. Communications will be in keeping with the Statute. No personal attacks may be made and all communications will be professional in tone. Any person whose bargaining unit status is being challenged will not be included in the distribution e-mail list. Access to the distribution e-mail list will be limited to Union Officials, Executive Office or labor relations designee. The Union will maintain the list.

8.4 **Regulations:** Management agrees to make available to the Union and unit Employees, Federal regulations normally maintained by Management, including Department of Defense, Department of the Army, Office of Personnel Management, and the Merit System Protection Board, which are necessary for the Union to accomplish its representation responsibilities.

8.5 **Parking:** No specific parking arrangements are made except as noted in Article #33 "Programs for Disabled Employees".

ARTICLE 9: GRIEVANCE PROCEDURES

9.1 **Scope:** Management and the Union recognize and endorse the importance of identifying and adjusting grievances promptly and in an orderly and equitable manner consistent with principles of good management. Both parties are encouraged to conduct thorough investigations at each step of the grievance as it progresses. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision. An aggrieved Employee may choose to raise an issue under a statutory procedure (e.g., Merit Systems Protection Board (MSPB), Equal Employment Opportunity (EEO)) or the negotiated grievance procedure, but not both (5USC 7121 (d) & (e)(1)). The Union is recognized by management and the FLRA as the exclusive representative of the bargaining unit to prosecute grievances under this procedure unless another party is designated in writing by the Union. Employees of the Unit are guaranteed the right to Union representation when presenting a grievance. The initiation of a grievance in good faith by an Employee shall not cast any reflection on her/his standing with Management or on her/his loyalty and desirability to the organization, nor should the grievance be considered as a reflection on Management.

9.2 **Self-Representation:** In accordance with the Statute, an employee has the right to present a grievance on his or her own behalf. The Union will be notified and a Union Representative has the right to be present during all stages of the grievance procedure as provided by this Article. Employees who elect to represent themselves will state this on the grievance form (Appendix C). Any adjustment reached with employees representing themselves is an individual agreement only and will be consistent with this Contract. It does not set a precedent nor preclude other employees from grieving the same or similar actions through the Union. If the Union and Management regard the adjustment to be beneficial to the bargaining unit as a whole, they may mutually agree to adopt the adjustment throughout the bargaining unit. The Union will receive a copy of any written individual adjustments. The Employee may not personally invoke arbitration. Only the Union may invoke arbitration.

9.3 **Purpose:** The purpose of this Article is to provide a mutually satisfactory and expeditious method for the settlement of grievances of the parties. A grievance is defined as any complaint, not excluded below, by:

a. Any Unit Employee concerning any matter relating to the employment of the Employee.

b. The Union concerning any matter relating to the employment of any Unit Employee.

c. Any Unit Employee, the Union, or Management concerning any claimed violation, misinterpretation, misapplication of any law, rule, or regulation affecting conditions of employment.

d. The Union or Management relating to the application, interpretation, or breach of this Agreement.

9.4 **Exclusions:** This grievance procedure shall be the sole procedure available to the Union, Management, and Unit Employees for resolving issues within its coverage, (including claims arising under Fair Labor Standards Act (FLSA)); except, as provided under CSRA, Section 7116 (d). Matters excluded from this grievance procedure by the provisions of the CSRA and Agreement of the Union and Management are those concerning:

a. Any claimed violation of law relating to prohibited political activities;

b. Retirement, life insurance or health insurance;

c. Any examination, certification or appointment or the classification of any position, which does not result in the reduction in grade or pay of any Employee;

d. A suspension or removal affected in the interests of national security;

e. An allegation or complaint of discrimination appealable to the EEOC (an employee is entitled to representation of his/her choice, however if it is a Union representative, that person would not be acting in a Union capacity);

f. Actions taken at the direction of MSPB (an employee is entitled to representation of his/her choice, however if it is a Union representative, that person may or may not be acting in a Union capacity);

g. Separation for failure to satisfactorily complete a trial or probationary period;

h. The content of published Department of the Army policy except if it conflicts with this Agreement, case law, or government wide regulations;

i. Non-selection for promotion from a group of properly ranked and certified candidates;

j. Termination of a temporary promotion or appointment;

k. Any letter of proposed action (a Union representative may assist an employee in responding to the proposed action);

l. Reduction-in-force actions that would result in an adverse action that is appealable to the MSPB;

m. A decision that is subject to final administrative review by the Office of Personnel Management (OPM) or the Equal Employment Opportunity Commission (EEOC);

9.5 **Inclusions:** Employees may grieve letters of reprimand and suspensions of fourteen (14) days or less under the provisions of this Article. Employees may appeal adverse actions (removal, suspension of more than fourteen (14) days, reduction-in-grade, reduction-in-pay, and furlough of thirty (30) days or less) only as provided in 5 USC 75 (MSPB appeal process), **or,** the employee may file a grievance under this Article to appeal this action, but not both.

9.6 **MSPB Observers:** A Union representative may be present at MSPB hearings as an observer. By mutual consent of the Union and Management, time allowed is authorized for a Union observer. The observers may be excluded if the presiding official closes the hearing or any part of the hearing.

9.7 **Three (3) Step Procedures and Timeframes:** Any grievance shall be taken up by the aggrieved Employee within twenty-one (21) calendar days after awareness of the event out of which the grievance arose. Grievances beginning at Step 2 are also covered by this timeframe. If the Alternative Dispute Resolution (ADR) process is used, it will normally be done after step two of the grievance procedure. If ADR does not resolve the issue, all timeframes will begin again at step 3 upon completion of the ADR process.

a. Step 1. The grievance shall first be taken up by the aggrieved Employee with the immediate supervisor involved except in the case of reprimands which shall be taken up with the next-level supervisor above the supervisor taking action; and in cases of suspension of fourteen (14) days or less the grievance shall start at Step 2. The supervisor shall give her/his decision orally or in writing, to the Employee and Union representative within five (5) workdays. If the decision is not satisfactory to the Employee or the Union, it may be appealed in writing to the second step of the procedure. If the supervisor does not have the authority to resolve the grievance, Management will redirect the grievance to the appropriate authority and notify the Union.

b. Step 2. If a satisfactory settlement has not been reached at Step 1, the grievance shall be formalized in writing on a form mutually agreed to by the Employee and the Union and submitted within seven (7) workdays after receipt of the first step decision to the Division/Staff Office Chief of the Step 1 supervisor. The Division/Staff Office Chief, or her/his designee of comparable grade or level of responsibility, may hold a meeting(s) on the grievance with the Employee, her/his Union representative, and the appropriate Management Official(s) and/or technical advisor within seven (7) workdays in an attempt to resolve the matter. The Division/Staff Office Chief, or her/his designee, shall give her/his written decision to the Employee and the Union representative within seven (7) workdays after the conclusion of the meeting(s) or within 15 workdays after receipt of the written grievance.

c. Step 3. In the event a satisfactory settlement is not reached between the parties as a result of Step 2 or ADR conclusion, the following may be done: Within seven (7) workdays of the Step 2 decision or ADR conclusion, the aggrieved Employee and/or the Union shall refer the grievance, including Management's written decision resulting from Step 2 or ADR conclusion, and written reasons specifically stating their dissatisfaction with the Step 2 decision or ADR conclusion, directly to the District Commander or her/his designee of comparable grade or level of responsibility. Within eleven (11) workdays of receipt of the grievance, the District Commander or her/his designee shall hear arguments by the parties and render her/his written decision within eleven (11) workdays from the close of the grievance arguments to the Employee and the Union. Extensions of up to 5 workdays will normally be approved if requested within the original timeframe. If the record is considered deficient, the District Commander or her/his designee, shall remand the grievance to the second step for further development of the record. One copy of the decision shall be delivered to the Employee and one copy to the Union representative.

d. Invoking Mediation/Arbitration. Within thirty (30) workdays of the decision of the District Commander or her/his designee, regardless of the step, the Union may invoke mediation/arbitration provisions of this Agreement by serving on the Director, Human Resources, a written notice of "Intent to Mediate/Arbitrate".

9.8 **Extensions and Failure to Prosecute:** Time limits specified in this Article may be extended by mutual agreement of Management and Union. Such requests for extension shall not be unreasonably denied if requested prior to expiration of said time limit. Failure to meet timeframes by the respondent may result in the aggrieved party advancing the grievance to the next step. Failure by the aggrieved party to advance the grievance to the next step, up to and including arbitration will be considered failure to prosecute. Accordingly, the case will be closed.

9.9 **Witnesses:** At Steps 1 and 2 of the grievance procedure, the Union and Employer may call a reasonable number of necessary and relevant witnesses who shall be allowed to provide information relative to the grievance and who shall suffer no loss of pay or annual leave for such services if otherwise in a duty status.

9.10 **Multiple Grievances:** If two (2) or more Employees have identical or similar grievances, the Union shall select one Employee's grievance or a combination of grievances for processing and the outcome shall be applicable to the other Employee(s) concerned. The Union shall inform Management, in writing, of which Employee's grievance(s) has been selected and of the names of the other Employees concerned.

9.11 **Union/Employer Grievances:** Should any grievance arise between Management and the Union, the initiating party (either Union or Management) will inform the other party in writing of such grievance within twenty-one (21) calendar days of the occurrence which gave rise to the grievance, or twenty-one (21) calendar days after the Union became aware of the event or occurrence prompting the complaint. The President of the Union and the District Commander (or their designees) will meet within twenty-one (21) calendar days of such notification and make an earnest effort to resolve the matter through consultation and discussion. Time allowed is authorized for the meeting. Within ten (10) workdays of the meeting, the respondent party will reply in writing to the initiating party on the position concerning the disputed issue(s). If upon receipt of the respondent's reply the matter remains unresolved, the initiating party may refer the grievance to mediation/arbitration under the provisions of Article 10. Prior to submission of any such grievance to arbitration, the parties shall meet to attempt to confirm in writing the issue(s) to be submitted to the mediator/arbitrator.

9.12 **Multiple Case Mediation/Arbitration:** By mutual agreement between Management, the Union, and the Mediator/Arbitrator, more than one case may be presented at a hearing.

9.13 **Alternative Dispute Resolution (ADR):** Management and the Union agree that the process shown below may be used for those matters that lend themselves to Alternative Dispute Resolution (ADR). If mediation is agreed upon, Alternative Dispute Resolution will begin after Step 2 of the Grievance Procedure in this Article, but prior to Step 3. It is understood that grievance time frames will be held in abeyance while ADR takes place, however, the Union or Management must submit a request for ADR, as shown below, within 7 workdays of the Step 2 decision.

a. The parties will normally use the San Francisco Federal Executive Board (SF FEB) Mediation Program as its ADR process under this Article. If a mediator is unavailable through the FEB, the parties may mutually agree to mediation through the U.S. Army Corps of Engineers Early Resolution Program, or, the Federal Mediation and Conciliation Service. Forms and procedures are available in a printable format on the website where this contract resides and is considered to be Appendix B of this contract.

b. The San Francisco District Commander will designate a Mediation Coordinator for the SF FEB Mediation Program.

c. The party requesting ADR will complete their portion of the SF FEB Agency Request for Mediation, or comparable form if another service is used, and submit it to the other party within 7 workdays of the Step 2 grievance decision.

   (1) If the receiving party concurs that the matter is appropriate for mediation, it will complete its portion of the Agency Request for Mediation and forward it to the designated SF FEB Mediation Coordinator for completion and processing.

(2) If the receiving party does not agree the matter is appropriate for mediation, its representative will contact the other party within 6 workdays in order to discuss and reach consensus regarding the appropriateness of the case for mediation. Failing contact or consensus, the time frames to advance the grievance from Step 2 to Step 3 will begin again on the 7th workday after receipt of request for mediation. This means the moving party will have 7 workdays after date of receipt of request for mediation to confirm mutual agreement or failure to go to mediation, to advance their grievance to Step 3.

d. The parties will enter this ADR process with a firm resolve to cooperate with the mediator and give serious consideration to all suggestions made in regard to developing a realistic solution to the dispute. Meetings, mediation methods and processes, along with reasonable time frames, will be coordinated with the assigned mediator. If either party feels they are not progressing, and the mediator concurs, they may call a halt to the mediation. The mediator (at his/her own discretion) may provide suggestions for a realistic solution to the dispute for final consideration of the parties. Upon reaching a solution agreeable to both parties, the grievance will be considered completed. The date mediation fails or the date parties agree to a solution will be considered the end of the ADR process.

e. Should ADR fail, grievance timeframes will restart and the moving party will have 7 workdays from the date the ADR process concluded to advance the grievance to Step 3. The parties may mutually agree to accept the mediator's suggestions to resolve the dispute during this time frame. Once advanced to Step 3, any matters discussed or tentatively agreed to in the ADR process will not become part of the Formal Grievance at Step 3 or subsequent arbitration in accordance with ADR principles. This does not preclude introduction of similar proposals as long as there is no reference to the ADR proceedings.

ARTICLE 10: MEDIATION/ARBITRATION

10.1 **General:** If Management and the Union fail to settle any grievance processed in accordance with the Negotiated Grievance Procedure of Article 9 of this Agreement, then such grievance shall, upon written request by the party desiring arbitration, be referred to arbitration. Such written request submitted no later than thirty (30) workdays following the receipt of the written decision of the District Commander or his/her designee regardless of step, or the decision pursuant to Article 9.

10.2 **Arbitrator Selection:** When the Union or Management has served notice that a matter is to be submitted to arbitration, representatives of the parties will meet no later than fifteen (15) workdays after receipt of such notice to select an arbitrator. If agreement on an arbitrator cannot be reached, Management shall immediately request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) workdays after receipt of such a list. If they cannot agree on one (1) of the listed arbitrators, then Management and the Union will each strike an arbitrator's name from the list of five (5) and shall repeat the process until only one name is remaining. The remaining name shall be the duly selected arbitrator.

10.3 **Fees, Expenses and Excusal from Duty:** The fee and per diem expenses of the arbitrator shall be borne equally by Management and the Union. The arbitration hearing shall be held during the regularly scheduled workweek. The Employee representatives, the aggrieved Employee, and witnesses shall be excused from duty to participate in the arbitration proceeding. The parties shall each pay for their own transcripts, if such are desired.

10.4 **Decisions and Exceptions:** The arbitrator will be requested by the parties to render his decision as quickly as possible, but in any event, no later than twenty (20) calendar days after the closing of the record unless the parties otherwise agree. The arbitration award will be binding except that either party may file exception to an arbitrator's award with the Federal Labor Relations Authority under the regulations prescribed by the Authority.

10.5 **Arbitrator Limitations:** The arbitrator shall not change, modify, alter, delete, or add to the provision of the Agreement. Such right is the prerogative of Management and the Union only. The arbitrator's award shall be consistent with applicable laws and regulations which are binding on the parties.

10.6 **Threshold issues:** In any event that a dispute between the parties involves issues of grievability the arbitrator shall decide any such issues before proceeding to the merits.

ARTICLE 11: DISCIPLINARY AND ADVERSE ACTION PROCEDURES

11.1 **Purpose:** Management will take disciplinary and/or adverse action only for just cause and when such action will promote the efficiency of the service. Employees will not be subject to harassment or frivolous inquiries.

11.2 **Off-Duty Misconduct and Nexus:**

a. Any inquiry and investigation into allegations of off-duty misconduct must be based on activity, which, if verified, would have some nexus (i.e., some relationship) to the employee's position. The parties agree that the conduct of Employees while off duty shall result in action only when there is a nexus between that conduct and the employee's official position.

b. An employee is accountable only for the performance of official duties and compliance with standards of conduct for Federal employees and Department of Army regulations. Within this context, Management affirms the right of an Employee to conduct his or her private life as he or she deems fit.

11.3 **Timeliness:** Disciplinary actions and investigations shall be timely. Timeliness will be based on the circumstances and complexity of each case. Management agrees to act diligently in all matters related to internal investigations and disciplinary actions not involving third parties such as MSPB, FLRA, Arbitrator, etc.

11.4 **Notification:** After investigation of the alleged offense, Management shall furnish the Employee and the Union (if the Employee has designated the Union as his/her representative in writing, e.g., has signed a grievance form) with notice(s) of proposed disciplinary/adverse actions at the earliest practicable date.

11.5 **Applicability:**

a. This Article applies to:

(1) actions based solely on misconduct, or

(2) actions involving both misconduct and performance.

b. This Article does not apply to:

(1) actions based solely on performance, or

(2) terminations of Employees serving on temporary or probationary appointments.

11.6 **Oral Admonishments:** Oral admonishments will be conducted only in private. Employee may have Union representation if requested. An oral admonishment that is recorded by a supervisor in writing shall be given to the Employee. This record is to be retained by the supervisor only and will not be put into the Employee's OPF. These admonishments may only be used to support further actions for up to 8 months and then will be removed from the supervisor's file unless further action is initiated during the 8-month period. If further action is initiated, the oral admonishment may remain a part of the progressive disciplinary process.

11.7 **Disciplinary and Adverse Actions:** The following applies to disciplinary and adverse actions covered by this Article (e.g. reprimands, suspensions of fourteen (14) days or less for misconduct; suspensions of fifteen (15) days or more; removals or reductions in pay or grade); except indefinite suspensions as provided for in 5 CFR 752 for misconduct:

a. Upon proposing an action, Management shall provide the Employee pertinent documents containing evidence relied on by Management to form the basis for the proposed action.

b. If the proposed action is based on an investigation, Management shall furnish the Employee any supporting material and evidence relied upon to form the basis for the proposed action. These documents may need to be sanitized to eliminate privacy act or security information.

c. Upon receipt of the official notice of proposed disciplinary action, an Employee will have eleven (11) workdays to respond to the proposed action. The response may be made orally or in writing, or both. The Employee's response may include any statement, material or witness(es) that the Employee believes is relevant to defending against the proposed action. Upon written request, the Employee will be granted a reasonable amount of additional time to respond in increments of 5 workdays. An Employee shall be granted a reasonable amount of official time for preparing the oral and/or written response.

d. Matters covered by the grievance procedure (Article 9) fall within the Union's exclusive recognition and the Union will be the representative unless the employee decides to self represent, or the Union designates otherwise. The Employee may be represented by an individual of his/her choice, including a Union representative, for matters excluded from the grievance procedure. The Employee or Union shall notify Management in writing of their representational designee within a reasonable amount of time.

e. If the Employee elects to make an oral reply, Management will prepare a memorandum for record (MFR) of the reply and provide a copy to the Employee for review and acknowledgment.

f. Management shall issue a final written decision within thirty (30) days (subject to extensions for extenuating circumstances granted by the Union) of the receipt of the Employee's response, or the due date for the response (if no response has been received), stating the specific reasons for the decision, and including a statement of the Employee's entitlement to grieve or appeal.

(1) The decision will be made by a higher level official than the initiating official who proposed the action. This decision may be appealed thru the grievance procedure or the appropriate third party (e.g. MSPB, arbitration, EEO, etc.).

(2) If the Commander made the proposal, s/he would also be the deciding official. This decision may be appealed to the appropriate third party (e.g. MSPB, arbitration, EEO, etc.).

g. Decisions subject to the grievance procedure, such as reprimands and suspensions of fourteen (14) days or less, shall start at Step 2.

11.8 **Union Rights to Documentation and Presence:**

a. Weingarten Rights. If Management or a representative of Management 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. The employer will postpone the examination for up to two workdays to allow for the employee to procure representation.

b. Non-Grievable Matters. In matters excluded from the grievance procedure, employees may represent themselves or have some other form of advocacy including a Union official as authorized by law, rule or regulation.

c. Union Rights to Documentation and Attend Formal Meetings.

(1) When an Employee designates the Union in writing as his/her representative, the Union shall receive copies of all proposal and decision notices issued by Management and be notified of and permitted to have an observer present at all hearings, proceedings or conferences conducted by Management or appropriate authorities.

(2) It is understood that the Union and Management have an obligation to maintain strict confidentiality and that the Union and Management recognize the importance of the individual Employee's dignity and right to privacy.

(3) When the Union is not designated as the employee’s representative, the Union maintains its right to attend any formal meeting such as hearings, proceedings, and conferences.

11.9 **Effective Date of Action:** The deciding official, upon request, will provide the Union or Employee (if self represented) an opportunity to show good cause why the effective date of the action should be delayed, and give it serious consideration.

ARTICLE 12: ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

12.1 **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, transferred, demoted, or removed for unacceptable performance. If alcohol or drug abuse is an issue, it will be addressed simultaneously (or as the issue arises) to initiation of a Performance Improvement Plan (PIP) and the employee desires the help. These issues shall remain separate of each other. (Also see Article 24.)

12.2 **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 PIP to the Employee.

a. Contents of the Performance Improvement Plan (PIP):

(1) A PIP, prepared by the supervisor and approved by the next level 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.

(2) 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.

(3) 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.

(4) At the Employee's request, the Supervisor will provide the Employee with appropriate career counseling. The Employee may contact the Career Program Manager (CPM) and arrange for counseling. The supervisor will allow the Employee a reasonable amount of duty time to meet with the CPM.

(5) If the supervisor or the CPM determines that formal and/or on-the-job training is needed to improve performance, Management will include that training in the PIP.

b. Time Limits of the PIP:

(1) 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.

(2) At the conclusion of the performance improvement period the PIP will be formally evaluated by the first line supervisor, reviewed by the second line supervisor and Office of Counsel.

c. Implementation of the PIP:

(1) During the PIP period, the supervisor will conduct in-progress reviews (IPRs) with the Employee, as identified in the PIP. The Employee may also request in-progress reviews at the end of each 30-day period. The supervisor will document the IPR sessions.

(2) At the conclusion of the PIP period, a formal evaluation of the Employee's performance will be issued in writing to the Employee.

(3) The PIP may include formal training, on-the-job training, mentoring by co-workers or senior personnel, as appropriate. In addition, any reasonable resources necessary to achieve the PIP objectives will be provided to the Employee.

(4) Issuance of a PIP does not release an Employee from the responsibility to perform other duties of the position.

(5) Issuance of PIP is confidential among the Employee, supervisor and those who have a formal need to know.

(6) Employees retain their grievance rights during this process.

12.3 **Unacceptable Performance Following an Opportunity to Improve:** The proposing official, normally the supervisor, may propose a reduction-in-grade, reassignment or removal of an Employee based on instances of unacceptable performance which occur following the Employee's opportunity to improve.

12.4 **Employee Entitlement:** An Employee for whom a reduction-in-grade or removal is proposed is entitled to:

a. A proposal letter providing 30 days advance notice prior to issuing the decision letter.

b. A citation of specific instances of unacceptable performance by the Employee upon which the proposed action is based; and

c. A citation of the performance objectives the Employee failed and each instance of unacceptable performance;

d. A representative of his/her choice, i.e., a Union representative, an attorney, or other representative identified in writing;

e. Fourteen (14) days to respond orally or in writing; and

f. A decision letter which, 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 unless proposed by the District Commander, has been signed by a Management Official who is in a higher position than the supervisor or Management Official who proposed the action.

12.5 **Notice Period Extension:** Management may, under regulations prescribed by the Department of the Army, extend the notice period under subsection 12.4 a. of this Article for not more than 30 days. Management may extend the notice period for more than 30 days only in accordance with 5 CFR 432.105 issued by the Office of Personnel Management.

12.6 **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:

   (1) Which occurred during the one-year period ending on the date of the notice under Paragraph 12.4 a. of this Article in connection with the decision; and

   (2) For which the notice and other requirements of this section are complied with.

c. The decision will include the Employee's appeal rights.

12.7 **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 12.4 a., any entry or other notation of the unacceptable performance for which the action was proposed under this article, with the exception of the employee's annual performance rating, will be removed from the Employee's records.

ARTICLE 13: JOB DESCRIPTIONS AND JOB CLASSIFICATION

13.1 **General:**

a. Job descriptions will be based upon the major 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. Details and Temporary Promotions. See Article 16.3

13.2 **Job Descriptions:**

a. Supervisors are responsible for job description accuracy. The Employee will be given the opportunity to provide input to the supervisor on their job description.

b. When a supervisor assigns permanent major duties that are materially different from those duties that are in an Employee's job description, the supervisor will change the employee's job description to reflect the new duties within 30 days.

c. A supervisor who assigns permanent major duties (planned management action) that he or she reasonably believes may result in an increase in grade will initiate a classification change and recruit action (through Merit Promotion) within 30 days of duty assignment. These duties will be assigned in writing.

d. Any Employee who thinks that their job description is inaccurate should consult with the immediate supervisor for clarification. If their supervisor agrees that the description is inaccurate, appropriate action will be initiated within 30 days of that determination. If there is disagreement regarding the accuracy of the job description, the Employee may file a grievance in accordance with Article 9, Grievance Procedure.

e. If a classification review (as initiated by the supervisor) results in a non-competitive promotion for the incumbent, the effective date of the promotion will be the first day of the first pay period that falls not less than 14 days after the classification decision and concurrence at CPOC, unless the Employee requests a delay.

13.3 **Classification Audits:**

a. If, as a result of an audit, an Employee believes that his or her position is improperly classified, the following procedures will be followed:

(1) The Employee will be given the time and the means to reasonably prepare his/her proposed changes to the job description. Preparation will include access to the classification standards, consultation with the supervisor, consultation with subject matter experts, and time to collect and organize work examples. The employee may also consult with a Union representative. Upon completion, the employee will provide their proposal and documentation for consideration by the reviewing management representative.

(2) Upon completion of management review, the evaluation statement and the revised position description will be provided to the Employee for review and comment prior to continuation of the classification procedure. The Employee will have five (5) of his/her working days to provide additional information and comments before the classification procedure continues. Reasonable extensions may be granted on a case-by-case basis (such as personnel on TDY).

b. Once the position has been classified by the proper authority, and if the Employee believes that the position is still improperly classified, a classification appeal may be filed in writing through the appropriate channels to DOD or OPM, in accordance with the provisions of applicable regulations

ARTICLE 14: PERFORMANCE STANDARDS AND EVALUATION

14.1 **General:** Performance management will be in accordance with the official evaluation instrument/process currently in place.

14.2 **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.

14.3 **Counseling Sessions:**

a. Supervisors will meet with individual unit Employees to conduct initial discussion/counseling within thirty (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 and establish each individual performance standard/objective with Employee input and involvement.

b. If either the Employee or the supervisor request a quarterly counseling session between the initial and mid-point discussion and/or between the mid-point and the final evaluation, neither can refuse. Anytime an Employee's performance has been identified as needing improvement, quarterly counseling will be done.

c. During the mid-point counseling session, the supervisor and Employee will discuss job requirements, performance level, examples of excellence, and career goals and training. Changes will be made accordingly and any deficiencies (including "needs improvement") identified will be discussed with appropriate remedies reviewed and explained.

14.4 **Rating Periods:**

a. Total Army Performance Evaluation System (TAPES). The rating period for all bargaining unit Employees under the TAPES Base System will be 1 February through 31 January. The rating period for all Bargaining Unit Employees under the TAPES Senior System will be 1 November through 31 October, with the exception of GS-13 and above which will be 1 October - 30 September. Ratees will provide significant contributions to rater following the end of the rating period.

b. New Rating System. The rating period will become whatever is agreed to during negotiations of any new rating system.

14.5 **Training for Current Evaluation Process:** Management will provide evaluation process training: when the process changes; to new employees; and/or as needed. Where practical, supervisors and employees will attend training together.

14.6 **Rater Rating Report:** Upon request of the Union, Management 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.

ARTICLE 15: INCENTIVE AWARDS

15.1 **General Agreement:** The Parties agree that the incentive awards program is beneficial to both Management and the Employee. It gives incentive to improve the efficiency, economy, safety and effectiveness of government operations by recognizing and rewarding team members for job performance that exceeds performance standards, for contributions which significantly increase productivity and for special acts or services that benefit the mission of government operations. The Awards Program will be administered in accordance with AR 672-20 and ER Suppl. 672-20. It is an appropriate matter for the Partnership Council to periodically evaluate and review the District's Awards Program and make recommendations to ensure the administration of the Awards Program is fair, equitable, effective and understandable.

15.2 **Observer:** The Union will appoint an observer to the Incentive Awards Committee if there is one that does not constitute internal Management deliberation. The Union observer may participate in the deliberations of the committee with respect to: program planning, activities to stimulate participation; establishing program goals and targets; evaluating program progress; appraising employee, supervisor, and management reactions, and all other committee functions. However, the Union representative will not vote on any committee matters.

15.3 **Incentive Awards:** An award is a method of recognizing and motivating employees to increase their productivity and creativity for the benefit of the San Francisco District, U.S. Army Corps of Engineers and the public. Awards programs will be equitable in opportunity. All employees will be given an equal opportunity to work at a level sufficient for award eligibility. Employees must have received at least a fully successful summary rating to be eligible for a performance award. All awards other than quality step increases are available to temporary employees. However, "term" employees are eligible for quality step increases. Supervisors will initiate recommendations for appropriate awards.

a. Special Act or Service Award. A Special Act or Service Award is a cash award given to recognize a meritorious personal effort, act, or service, scientific or other achievement accomplished within or outside assigned job responsibilities. It is given to recognize a special accomplishment at a specific time. The amount is in proportion to the benefits realized by the Government.

b. Group Awards. A group award is for a group accomplishment given to team members involved in the completion of a special project or any type of group effort. The award amount may be shared equally or the total may be divided in proportion to the individuals contribution to the group effort. However, the total amount of the award may not exceed the amount authorized for that type of contribution if it were being awarded to an individual. If the individual award amounts proposed are too small to be motivating, an honorary award may be granted in addition to, or instead of, a cash award.

c. Performance Award (PA). A Performance Award is a monetary award given in recognition of high-level performance for a specific rating period.

d. Quality Step Increases. A Quality Step Increase (QSI) is an increase in an Employee's rate of base pay from one step of the grade to the next higher step of that grade in recognition of sustained high quality performance at a level that substantially exceeds an acceptable level of competence. GS employees with an exceptional rating of record for the current rating period are eligible to receive the QSI.

e. Honorary Recognition. Typically a medal, plaque or certificate for significant career oriented achievements or contribution in EEO, energy conservation, scientific research, improved communications with or service to the public, and others of high priority to the organization.

f. Certificates of Appreciation or Commendation. These are non-monetary awards given to recognize a specific accomplishment at a specific time.

g. Time Off Award (TOA). The TOA will grant time off to an individual without charge to leave or loss of pay as an award for an achievement contributing to the Army Mission or result in benefits to the government. Contributions must directly support the Army mission.

h. On-The Spot (OTS) Cash Award. On-The-Spot cash award may be given by a supervisor for a one-time or short-term assignment. The OTS award allows supervisors and managers to provide a cash award to team members who perform quality service in an exceptional manner. The range of the amount of the award will be in accordance with applicable regulations; the actual dollar amount is left to the discretion of the supervisor.

i. Length of Service. Career service emblems and Office of Personnel Management certificates will be awarded to civilian Employees in recognition of career Federal service.

15.4 **Presentation and Publication:** A list of previously unreleased names with organization and type/category of the awards will be published in the Employee newsletter. The information will be furnished in accordance with applicable laws provided the individual performance ratings of the Employees cannot be discerned from the information submitted. District-wide awards ceremonies will be held at least twice annually and may be incorporated into Town Hall Meetings. Management will ensure a copy of the
Incentive Awards Handbook and any District awards policies are available in the Library and on the Intranet.

15.5 **Annual Report:** Annually, Management will provide the Union with a sanitized report which lists type of award, grade ranges, and monetary amount. This report will not include any information protected under FOIA. Individual line items will be shown for GS-3 thru GS-13. One combined line item will be shown for GS-14 and GS-15.

15.6 **Committee Composition:** The function and the composition of the Incentive Awards Committee may be changed by the action of the Partnership Council.

15.7 **Timeliness:** Performance awards should be issued within 90 days of receipt of the annual performance rating.

15.8 **Cross Reference:** Also see Article 34, Army Ideas for Excellence Program (AIEP).

15.9 **Best Reward is Acknowledgement and Verification from Others (BRAVO) Awards:** Bravo Awards will be granted in accordance with the San Francisco District BRAVO Awards Guidelines and Responsibilities, incorporated into this agreement by reference (Appendix D). This award may be given up to two times per fiscal year to any District employee by another employee as peer recognition within limits established by the guidelines.

a. Implementation. Implementation of BRAVO Awards will begin within 30 calendar days of the effective date of this agreement, or, sooner upon mutual agreement.

b. Notification. Upon implementation, Management will notify all employees of the amount authorized for individual BRAVO Awards. Management retains its right to determine its budget, however, Management will notify all employees as soon as possible if the authorized amount increases, decreases or budget constraints require the suspension of BRAVO Awards.

   (1) Request for Personnel Actions (RPAs) already in the automated personnel system at the time of employee notice of change to the authorized amount of award, or suspension of BRAVO Awards, will continue to be processed and awarded as initiated.

   (2) In the case of changes to the authorized amount, all BRAVO Award nominations initiated prior to employee notice will be for the authorized amount at time of nomination.

   (3) In the case of suspension of BRAVO Awards, no RPAs will be processed for BRAVO Award nominations initiated after notice to employees.

ARTICLE 16: MERIT PROMOTIONS, DETAILS, TEMPORARY PROMOTIONS AND REASSIGNMENTS

16.1 **General:** It is the San Francisco District's policy to assure that positions are staffed on the basis of merit and fitness, without regard to race, religion, color, political affiliation, age, marital status, sex, national origin, non-disqualifying physical disability, membership or non-membership in an employee organization. The District will: afford employees the opportunity to compete fairly and impartially for positions filled by competitive procedures; not accomplish actions under this plan based upon personal favoritism or patronage; and, strive to identify and eliminate barriers to equal employment and advancement opportunity.

16.2 **Merit Placement and Promotion:**

a. West Region Automated Recruitment and Placement Plan. The West Region Automated Recruitment and Placement Plan will continue to be used as management's internal merit promotion program until implementation of the new Army-wide merit placement and promotion plan. This current plan designates RESUMIX as the tool used by the Army Civilian Personnel Operations Center (CPOC) to manage the West Region's Inventory Based Recruitment Process in order to expedite the referral of qualified employees for internal recruitment and placement. All personnel actions processed by the CPOC will be in accordance with statutory and regulatory guidance. When this plan is silent regarding aspects of the merit placement and staffing program, local merit promotion plans apply.

b. New Army-Wide Recruitment and Placement Plan. The Union will have the opportunity to negotiate (in accordance with provisions of the Statute) on appropriate matters prior to implementation of any new Army-wide recruitment and placement process. It is understood that, upon implementation of a new plan, it will supercede the West Region Automated Recruitment and Placement Plan.

c. Renegotiation. Upon implementation of the Army-wide plan, the parties will re-negotiate the local merit promotion policy. Matters not covered by or in conflict with the Army-wide plan will be appropriate for negotiations.

16.3 **Non-Selection:**

a. The selecting official will promptly notify non-selected District employees in writing. Non-selected employees may request selecting officials provide suggestions in order to improve chances for future promotion or placement.

b. Counseling by the career program manager or designee will be made available at the request of a non-selected employee to improve promotion potential.

c. Employee Complaints and Grievances: Non-selection from among a group of properly ranked and certified candidates is not a basis for grievance. Employees may, however, file a complaint relating to procedural violations of the recruitment and placement plan, regulation or law. Efforts will be made to informally resolve employee concerns about actions under the recruitment and placement plan.

16.4 **Details and Temporary Promotions:** The San Francisco District merit promotion and internal placement plan is incorporated into this agreement by reference. Insofar as it applies to bargaining unit positions, the following amendments apply:

a. Details. All details in excess of 30 days will be recorded on Standard Form 52. 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.

b. If during a 30 day detail to a higher graded position, Management decides to temporarily promote an employee, Management will make a good faith effort to effect the temporary promotion in a timely manner. Employees will be compensated for assuming higher graded positions starting from the effective date of a temporary promotion.

   (1) 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 31st 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 individual.

   (2) If a mistake is made in processing a temporary promotion, all appropriate steps will be taken to correct the error and ensure proper payment to the employee.

c. If it is a common, ordinary or reoccurring 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 documents.

d. Temporary Promotions. Management will temporarily promote an Employee who is assigned to a higher graded position in excess of 30 days and the Employee is qualified for the higher grade subject to legal, regulatory, and fiscal constraints. The Employee will receive pay and grade status commensurate with the grade of the position if the position grade is higher than the Employee's current grade. If the Employee is not eligible for the higher grade and pay, they may be detailed to a set of duties and documentation will be placed in the Employee's OPF reflecting the higher graded work being performed and the duration.

16.5 **Reassignment of Employees:** Management will notify qualified Employees within a designated losing office of reassignment needs to same grade positions in other offices within the District as soon as a decision has been made.

a. Voluntary Reassignments. Qualified Employees from the designated losing office will be given the opportunity to voluntarily reassign. Where multiple qualified Employees desire to voluntarily reassign and the number of positions are limited, the opportunity will be offered on an office seniority basis (assignment date to the office). Management will endeavor to establish specific effective reassignment dates at earliest practicable date. If PCS orders are authorized, Management will coordinate an effective date for the reassignment with the volunteer that normally will provide at least 30 calendar days advance notice.

b. Involuntary Reassignments. When insufficient numbers of qualified volunteers are willing to reassign from a designated losing office to a same graded position in another office within the District, qualified employees from the designated losing office will be involuntarily reassigned on an inverse office seniority basis (assignment date to the office). Employees will be given as much notice as possible. Management will endeavor to establish specific effective reassignment dates at earliest practicable date. If PCS orders are authorized, Management will provide maximum notice possible but at least 30 calendar day advance notice of reassignment.

16.6 **Involuntary Changes to Lower Graded Positions Due to Abolishment:** Management shall give a minimum of sixty (60) days advance notice to adversely impacted employees who are involuntarily reassigned to lower graded positions due to the abolishment of their position. When the position of an Employee who is within reach for release from his/her competitive level is abolished, Management shall make use of the RIF procedures contained in this Agreement to process any reassignment action. The affected Employee will be given priority consideration if the abolished position is reestablished within two (2) years and the Employee requests such consideration. If employees are re-promoted, they will be eligible for a PCS move at Government expense, if applicable, in accordance with Volume II JTR, and other applicable laws, rules, and regulations.

ARTICLE 17: TRAINING

17.1 **General:** The parties recognize the value of a well trained work force, the need for a well planned and conducted training effort and the importance of both parties taking an active role in identifying training needs. The parties agree that training efforts are to be aimed at improving job performance, providing for career development, or meeting Corps of Engineer needs. The parties mutually agree to encourage Employee self-development. Types of training will include, but are not limited to: supervisory, managerial, executive, technical, ADP, safety, EEO, security, clerical/administrative, and Union. Courses may be Corps, other government and non-government sponsored.

Training and Employee development will be scheduled according to priority, budgetary constraints, availability and mission needs.

17.2 **Procedures:**

a. Individual Development Plans (IDPs). IDPs are required for all Employees. Supervisors will discuss career plan requirements, mission plans, and other guidance with the Employee in the development of their IDP. Training identified in the IDP will be scheduled according to priority, budgetary constraints, availability and mission needs. Management will provide career counseling including assistance in developing career training plan(s) to the Employees

b. Programs. Management agrees to establish and maintain effective comprehensive training programs that will enable Employees to perform their required duties at an acceptable level of competence. Management will also make available to Employees, in-house and off-the-job training opportunities, consistent with Management and Employee goals, which will enable Employees to perform their work efficiently, to utilize their skills and abilities and attain their career objectives.

c. Intern Programs. Employees hired under intern programs will normally be given hours of work that are consistent with their assigned organization within the District, (e.g. eight hours per day, five consecutive days per week with two consecutive rest days, alternative work schedule, etc.) Interns shall be given every reasonable opportunity by Management to complete the formal training plan and on-the-job experience required to advance to the next higher grade position(s) identified in the career progression portion of their intern training agreement. When the Employee has satisfactorily met all requirements of training, received at least a satisfactory job performance rating, and time-in-grade they will be promoted to the next grade commensurate with their intern agreement. While an Employee is under this program, he/she will be assigned to one supervisor who will be responsible for the appropriate training of the Employee. Should a training problem arise, the Employee should discuss the problem with his/her supervisor.

d. Training related to Displaced Employees and Reduction In Force (RIF). See Article 18.

e. Promotional Opportunity. Employees will be provided equitable treatment for all training opportunities based on need, merit, and career goals. If training is given primarily to enhance promotional opportunity, or may result in promotional opportunities, training opportunities will be well publicized and Management will consider making its selection using merit promotion principles.

f. Retraining. When advance knowledge of the impact of pending changes in equipment, function, organization or mission is available, Management shall provide maximum retraining of affected Employees. Retraining will be provided where there is a known staffing requirement for, or general shortage of, usable skills needed by the Corps or other Federal agencies.

g. Record-keeping. In recognition of dual responsibility, Employees must provide class completion certification to Management. Management will assure that the records required for regular or special training are maintained and the Employee's records reflect their training accomplishments.

h. Scheduling. Management agrees to provide adequate training equipment and facilities and ensure safety of training operations and procedures. Management will try to schedule training so that Employees will not have to travel on personal time. Upon Employee request, Management will endeavor to adjust Employee work schedules in order to attend approved work related classes not controlled by management. Management sponsored training will normally be conducted during regular work hours. Training will not be scheduled on legal holidays unless required to meet a training need that could not be met by training on another day. Recognizing the need for flexibility, Management will coordinate with and consider Employee input when scheduling and assigning Employees to training. Management will endeavor to accommodate Employee proposals regarding the training methods and facilities.

i. Familiarization. Before any Employee of the Unit is evaluated on any duties, he will be given a reasonable period of familiarization training. This fall under performance management – see Article 14.

j. Union Steward Training Time. See Article 7.

17.3 **Availability of Course Information:** Management will make current information concerning training or educational programs of the Corps, other Federal agencies, other government agencies, and non-government sources available to the Employees.

17.4 **Career Counseling:** Management will provide career counseling including assistance in developing career training plan(s) to the Employees.

17.5 **Training Committee:** Management agrees to establish a District Training committee that will include representatives as designated by Management, and will include one Union representative. The committee shall meet as required with at least one meeting per year. The Union will be notified of all committee meetings. The committee shall review annual training budgets, plans, and accomplishments, and shall submit recommendations concerning District training needs and programs to the District Commander.

17.6 **Self Development:** Employees are encouraged to enroll in classes supporting work skills in local colleges or extension campuses. In exchange for taking such classes on their own time, and with no TDY expenses, a liberal approval process will be in place. Reimbursement will be in accordance with all laws, rules and regulations.

17.7 **Non-Government Training:**

a. Non-Government work related training should be included in an Employee's IDP. Employees are responsible for obtaining approval to attend non-government work related training if not already part of their IDP. An employee who has obtained prior approval and authorization from Management shall be reimbursed for all authorized expenses. Management will grant approval and authorization when the following conditions are met:

   (1) The training will directly contribute to an increased ability to perform the Employees official duties.

   (2) Comparable training is not available through USACE developed courses, and it would be too costly for the Corps to develop a suitable program at this time.

   (3) Reasonable inquiry has failed to disclose suitable, adequate and timely programs being offered by other government agencies within the local area.

   (4) The course meets the needs of the Employee and Management as well as, or better than, other like courses available at the time.

b. When the conditions set forth in paragraph "a." above are met, Employees will be able to attend during work hours using non-project funds: provided the absence would not create a workload problem; the Employee is unable to go during non-duty hours; and, the Employee's schedule cannot be readjusted.

17.8 **Reimbursement for Training Costs:** Employees will be compensated for normal salary, travel, per diem and related expenses while attending Management authorized or required training consistent with this article. The Employee will also be compensated for all Management authorized self-development training costs such as books, tuition, and fees in accordance with all laws, rules and regulations. Also see Article 21.5 h. (3) of this Agreement regarding after duty training hours compensation.

17.9 **New Programs Training:** Training in connection with implementation of new programs (e.g. CEFMS, Microsoft Office Suite, Microsoft Outlook/Exchange), is subject to negotiation with the Union in accordance with Article 3.

17.10 **Other Training:**

a. On-The-Job Training (OJT). Prior to assigning an Employee responsibilities to provide another Employee OJT, the supervisor will 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. These same considerations will be given to Employees who receive OJT.

b. Cross Training and Upward Mobility. Cross training and upward mobility positions or series may be utilized to assist Employees to enter new career fields. The Partnership Council will assist in identifying areas where upward mobility/bridge positions are needed to promote career progression. Upward Mobility issue to be developed by the Partnership Council. See Article 29 and Appendix G.

c. Long Term Training (LTT). Management will publicize LTT opportunities in accordance with this article. Selection and endorsements of qualified Employees will be made in accordance with this article and applicable merit promotion principles.

ARTICLE 18: REDUCTION-IN-FORCE

18.1 **General Policy:** The parties consider Reduction-In-Force (RIF) to be an action of last resort and will avoid RIF whenever and wherever possible.

a. To minimize the adverse impact of a RIF on Employees, Management will make maximum effort to avoid a RIF, through attrition and/or cost reduction efforts consistent with mission and budget. As a matter of policy in cases of budgetary insufficiency, Management will not resort to RIF until methods of cost reduction, to the extent consistent with mission and budget and not prohibited by law, have been exhausted to avoid RIF. Such methods may include, but are not limited to:

   (1) Leaving positions vacant, granting voluntary leave without pay, reducing cash awards;

   (2) Reducing costs associated with contracting-out;

   (3) Reducing expenses associated with travel, training, conferences, seminars, institutes, office furnishings, and purchases of supplies and equipment.

b. Management will endeavor to modify or waive qualifications for job requirements of vacant positions to accommodate potentially displaced Employees consistent with mission and budget in accordance with OPM Qualifications Standards and/or any other applicable laws, rules and regulations. 5 CFR Part 351, Reduction-in-Force, and/or any other applicable laws, rules and regulations procedures will be followed in processing reductions in force. This may include retraining to insure the employees can successfully perform the duties of their new positions.

c. MOCK RIFs. If the results of a Mock RIF are to be used in connection with an adverse action for a bargaining unit employee, Management will provide the Union a copy of the retention roster(s).

d. Management may freeze vacant positions when RIF authority is requested.

18.2 **Opportunity to Negotiate:** Recognizing the San Francisco District Local 86's interest in protecting and representing Employees, Management will give the Union an opportunity to negotiate on the adverse impact and procedures not covered by this Article to be used in a RIF and to keep the Union notified and informed of RIF developments.

a. For RIFs involving more than one Local Bargaining Unit within a District, the Local 86's President or designee will be notified and given an opportunity to negotiate on the adverse impact and procedures to be used in a RIF and notified and kept informed of RIF developments.

b. For RIFs initiated in another Bargaining Unit that affect the Local 86 Bargaining Unit, the Local 86 President or designee will be given an opportunity to negotiate on the adverse impact and procedures to be used in a RIF and be notified and kept informed of RIF developments.

18.3 **Request for Early Out Approval:** Management will request authority through appropriate channels to approve early out retirements in a RIF in accordance with applicable laws, rules and regulations. The Union will be given a copy of the letter at the time of transmittal.

18.4 **Notification of RIF:** When Management determines to implement reduction in force procedures, (including in-lieu-of RIF), it will notify the Union. The Union will be given a copy of the request for RIF approval (not applicable to in-lieu-of RIF). This notification will be given at least seventy-five (75) days prior to the effective date or in accordance with laws, rules or regulations. This notification will include name, title, series, and grade of Employees affected, efforts that have been taken to avoid the RIF, and expected outcomes of the RIF. Upon notification to the Union of a RIF, Management will provide:

- a copy of the retention register(s);
- a list of all vacant positions or positions that are anticipated to be vacant prior to or on the effective date of the RIF;
- a list of vacant positions for which management proposes to modify or waive qualifications and may fill as trainee or developmental positions for in lieu of RIF separation as they are determined.
- initial briefing to the Union.

a. Management will provide updated retention register(s) to the Union when RIF notices are issued to employees, which will be at least sixty (60) days prior to the effective date or in accordance with laws, rules or regulations. Sanitized retention register will include but not be limited to: name, position title, series, grade and adjusted service computation date printed in retention order; but eliminate Privacy Act or other information prohibited by law (e.g. Social Security Numbers).

b. Management will provide RIF notices to Bargaining Unit Employees at least sixty (60) days prior to the effective date or in accordance with laws, rules or regulations. An initial briefing explaining the RIF process and procedures and how it affects them will be provided to affected employees.

(1) Employees have six (6) work days from their receipt of the notice to respond by accepting or declining offers of continuing employment with the District such as reassignments, change to lower grade, etc. Declination may result in separation from government employment. See also, Article 16.5 and 16.6 of this Agreement.

(2) Individual counseling sessions will be provided upon Employee request.

(3) At the same time, Management shall provide the Union a list of:

- a copy of the retention register(s);
- all vacant positions or positions that are anticipated to be vacant prior to the effective date of the RIF.
- vacant positions for which management determines it will modify or waive qualifications and fill as trainee or developmental positions in lieu of RIF separation.

c. Management will provide the Union a final list of Bargaining Unit Employees and where they are assigned as of the effective date of the RIF (e.g. staffing guide).

18.5 **Document Availability and Record Examination:** Retention Registers and other RIF documents will be made available to the affected Employee(s) by Management or a designated HR representative, and/or the Union. When Employees receive notice of a RIF, they are entitled to examine the following records along with a Union representative if they so request:

a. The retention register on which they are personally listed;

b. The worksheet or report that shows the Employee who may displace them as a result of RIF bump and retreat procedures;

c. The worksheet or report that shows the Employees whom they may be entitled to displace.

18.6 **Negotiable Items:** Upon notice to the Union of a RIF, matters which are appropriate for negotiations between the Parties will include (unless precluded by laws, rules or regulations), but are not limited to:

a. The standard language to be used in RIF notices utilizing the standard templates already in place

b. Programs for training and counseling of Employees

c. Provisions for keeping the Union informed of RIF developments

d. Outplacement programs

e. Definition of local commuting area

f. The impacts when Management decides to use the following:

(1) Reassigning Employees to vacant positions

(2) Restructuring of positions, including unfilled trainee positions, to allow adversely affected Employees to fill them

(3) Waiving qualifications in order to assign an Employee to a vacancy for which he/she might not otherwise qualify.

g. If negotiations are requested, the Parties are obligated to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement. If issues remain unresolved, either party may immediately request mediation. Should mediation fail to resolve those issues, the Federal Service Impasses Panel may be notified.

18.7 **Use of Leave:** There are many rules for use of leave and we are only highlighting a few of them. You will need to refer to the laws, rules and regulations to see if there are others that apply to your specific situation. Employees not subject to separation will have no change in their annual or sick leave status.

a. Annual Leave.

(1) Employees may use their annual leave through the day before the effective date of separation.

(2) Employees who are separated are entitled to receive their current accrued annual leave paid out to them in lump sum.

(3) Employees who are involuntarily separated may elect to use annual leave to reach initial eligibility for retirement or continuance of health benefits into retirement.

b. Sick Leave. An employee who has had a separation and returns to work will have previously unused sick leave recredited in accordance with applicable laws, rules and regulations. There are exceptions, for example, sick leave that has previously been used in computation of annuity, may not be recredited.

c. Leave Without Pay (LWOP). Management will give consideration on a case-by-case basis to requests for leave without pay (LWOP) from Employees who have received RIF notices of separation, if LWOP will assist the Employee in finding employment or to avoid administrative hardship. Management may also consider requesting approval from OPM for an extension beyond ninety (90) calendar days where necessary to protect Employee rights or to avoid administrative hardship or as otherwise authorized by applicable laws, rules and regulations.

18.8 **Exceptions to the Order of Release:** Exceptions to the order of release or temporary exceptions to the order of release when needed to retain an employee to perform duties after the effective date of the RIF will be done on a case-by-case basis and in accordance with laws, rules and regulation.

18.9 **Competitive Area:** Changes in the competitive area may be made by the District Commander, and may be negotiated if not precluded by laws, rules or regulations.

18.10 **Competitive Level:** The parties agree that OPM regulations (CFRs) fully define competitive level. The competitive level consists of all positions in the same competitive area which are in the same grade (or occupational level) and classification series and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the incumbent of one position could successfully perform the critical elements of any other position upon entry into it, without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified Employee.

18.11 **Contracting Out of Labor** (also see Article 25 of this Agreement)**:** In the event of outsourcing, Management will endeavor, in accordance with governing laws, rules and regulations, to include provisions in its contract to first offer the work to the Employee(s) separated from those positions for ongoing requirements, previously performed in the abolished position, for a period of two years.

18.12 **Placement Assistance Programs:** Management will offer affected Employees enrollment in, or information about, placement assistance programs for which they are qualified, including those operated by other agencies. Some of the available programs include, but are not limited to:

a. DoD Priority Placement Program (PPP). (Mandatory registration may apply.)

b. Priority consideration under Army RESUMIX procedures.

c. Displacement employee programs administered by OPM (e.g., Interagency Career Transition Assistance Plan (ICTAP) for displaced employees).

d. Interagency Placement Programs (IPP)

18.13 **Training as a Result of RIF:** In the event of a Reduction-In-Force, Management agrees to provide access to training, retraining, job placement and other programs for all Employees who receive notice of separation.

a. On a case-by-case basis, Employees may be able to study or attend training during work hours using non-project funds: if not prohibited by laws, rules or regulations; provided the absence would not create a workload problem; the Employee is unable to go during non-duty hours; and, the Employee's schedule cannot be readjusted. Training may be outside the commute area, however, management will not pay tuition, travel, or per diem.

b. Management will provide outplacement training at Government expense and advise Employees on such matters as:

(1) writing a Resume
(2) interview pointers
(3) marketing yourself
(4) jobs search methods
(5) how to apply for/obtain training for other work fields or disciplines

c. Management will provide maximum retraining in accordance with Article 18.13.b. above.

18.14 **Notification of Increase:** Management agrees to notify the Union when there is an increase in the number of positions being abolished.

18.15 **Representation:** Management agrees that the Union will be notified and has a right to be present during any formal meeting as defined by the Statute during all phases of the reduction-in-force action. This may include briefings, counseling, or other meetings. It is understood that the Union is the exclusive representative for appropriate matters pertaining to reduction-in-force (RIF).

18.16 **Employee Use of Facility:** Employees who are identified for separation or change to a lower grade, shall be entitled to reasonable and responsible use of the following facilities and/or services for the purpose of locating suitable Federal employment:

a. Long distance calls at government expense (short duration);

b. Reproduction equipment;

c. E-mail;

d. Mailroom Services but not including postage or franking privileges (government letterhead/addressed envelopes or metered postage);

e. Fax;

f. VTC for interviews on a case-by-case basis may be approved subject to availability, accountability, reasonable cost and applicable regulations; and,

g. Internet/Intranet.

18.17 **Employee Use of Official Time:** Employees who are identified for separation shall be entitled to reasonable time while otherwise in a duty status without charge for leave for:

a. Preparing, revising and reproducing job resumes and/or job application forms;

b. Participating in employment interviews up to 3 hours within the commute area; and may request leave or Ad-Hoc Telework for the day if the work proposed to be accomplished meets the criteria established in Article 22 of this agreement and the interview area is closer to the Employee's residence;

c. Using the phone (short duration) to locate suitable Federal employment as described elsewhere in this article.

18.18 **Official Time for Representation:** Union representatives who are Employees of the agency shall be entitled to a reasonable amount of official time to assist Employees affected by RIF actions (subject to the provisions in Article 7). Such time shall include, but not be limited to, private consultation with the Employees; preparation for meetings, inquiries, appeals, review of retention registers or other RIF records; and other related aspects of Employee assistance.

18.19 **Reassignment to a Different Commute Area:** When Management is not able to place an Employee within the local commuting area and the Employee accepts a Federal position outside of their commute area, as a result of RIF, s/he will be granted permanent change of station (PCS) in accordance with Joint Travel Regulations (JTR). This may include house-hunting trip, in-route travel, temporary quarters, movement and storage of household goods, etc.

18.20 **Displaced Employees:** Management shall provide any Employee being separated by a RIF with all appropriate information regarding Unemployment Benefits available to them.

18.21 **Training Qualification Waiver for Displaced Employees:** Management will endeavor to maximize use of authority to waive training qualification requirements, and to enter into training agreements, in order to place employees in lines of work where their services can be utilized to the maximum extent.

18.22 **Employees with Physical Limitations or Disabilities:** Management will endeavor, in cases of physical disqualifications where an Employee cannot be placed within the District, to arrange for placement in another organization/location, in a position for which s/he is qualified. It is recognized that in some cases of this type, reasonable accommodations such as a brief period of indoctrination may be required. (Also see Article 33.)

18.23 **Details and Temporary Promotions:** Upon notification to the Union of and during RIF, Employees will not be released from details and temporary promotions required to meet mission needs, but rather from the affected Employee's permanent position. Employees not separated by RIF will be allowed to complete their details or temporary promotion prior to being required to report to the new assignment as long as the need exists. Employees separated due to RIF may be allowed to complete their details or temporary promotion prior to separation as long as the need exists in accordance with applicable laws, rules and regulations.

18.24 **Re-Promotion Rights of Affected Employees:** Notwithstanding any other provision of this Agreement, a re-promotion eligible (i.e. an Employee demoted through RIF procedures at no fault of their own), will be registered in RESUMIX as a priority candidate and given first consideration for the first vacancy at his/her former grade level within the commute area that Management would otherwise fill competitively, for which the Employee is qualified and for which s/he applies. An Employee will retain this eligibility until re-promoted to his or her former grade. Priority consideration under RESUMIX continues until re-promoted to the employee's former grade or until a comparable position is offered and declined.

18.25 **Discontinued Service Retirement Provision:** Employees who meet eligibility requirements may apply for Discontinued Service Retirement in accordance with applicable laws, rules and regulations. Management will endeavor to accommodate any valid requests.

18.26 **Appeals:** In accordance with Article 9 exclusions, an Employee may appeal their adverse actions resulting from RIF through the MSPB appeal process. If the RIF action does not result in an adverse action, then it may be appealed in accordance with the grievance procedure in Article 9.

ARTICLE 19: OVERTIME AND COMPENSATORY TIME

19.1 **General:** Overtime and Compensatory (Comp) time are covered by the same laws, rules and regulations and may be approved for hours worked in excess of an Employee's scheduled tour of duty and must normally be ordered and approved in advance by Management. In emergent situations, overtime work without advance approval may be compensated with proper justification. An employee shall not be compelled to work overtime without compensation. Throughout this Agreement, references to Overtime cover both the options of Overtime and Comp time.

a. An Employee that works overtime shall be entitled to request that the time worked be compensatory time for an equal amount of hours in lieu of Overtime. FLSA non-exempt Employees may not be required to work Comp time rather than Overtime. FLSA exempt Employees may be required to work Comp time rather than Overtime. Overtime and Comp time off shall be granted in increments of 1/4 hour. When overtime work has been performed on a compensatory basis, such compensatory time may only be used in accordance with applicable laws, rules, and regulations.

b. Suffered or Permitted Overtime: With the exception of Employees working on Flexible Work Schedules (see Article 21.4), Employees will be compensated for any work performed for the benefit of an Agency, whether requested or not, provided the Employee's supervisor knows or has reason to believe that the work is being performed and has an opportunity to prevent the work from being performed.

19.2 **Types and Procedures.**

a. Types of Overtime. For the purpose of this Agreement, overtime consists of two (2) different types: Voluntary Overtime and Mandatory Overtime.

(1) Voluntary Overtime: Overtime will first be offered on a voluntary basis and Employees may accept at their discretion.

(a) Voluntary overtime will first be offered to qualified employees who normally perform the required work. Where multiple qualified Employees desire to perform overtime and the amount of overtime is limited, the overtime will be offered on an office seniority basis (assignment date to the office) within the affected office.

(b) If no qualified Employee is available in the affected office, Management will offer the overtime to other qualified employees on a seniority basis.

(c) There may be instances when a particular highly qualified Employee will be required to perform the overtime to meet suspense dates. It is anticipated that this will be an exception, not the rule.

(d) If overtime occurs on a recurring or continuous basis, the overtime will be offered on a rotating system among qualified Employees who normally perform the work and desire to perform overtime. The overtime will be rotated on an office seniority basis (assignment date to the office) within the affected office.

(2) Mandatory Overtime: Management will endeavor to obtain qualified volunteers prior to ordering anyone to work mandatory overtime. Employees may be ordered to perform a reasonable amount of overtime within an administrative workweek with advance notice as soon as Management becomes aware of the need. Management will endeavor to provide notice no later than 11am the day before the overtime is required. In actual emergency situations, Management may only be able to provide very short notice. Employees will be excused from mandatory overtime upon the presentation and acceptance by Management of sufficient justification (e.g. health concerns, etc.).

b. Availability for Overtime. Management will first offer/order overtime to available qualified Employees prior to offering/ordering overtime to unavailable Employees. Except in actual emergencies, unavailable Employees are those who:

(1) are on scheduled leave on the day the overtime is required. At their discretion, Employees on leave may make themselves available to work their regular hours and overtime on a scheduled leave day. For example, an Employee may be on leave one day(s) and work overtime another day(s) in the same pay period, however, they may not use leave and work overtime on the same day; or

(2) have provided Management with competent medical documentation, in writing, that the Employee is incapable of working certain overtime assignments for health or physical limitation reasons. In actual emergency situations, there may be some modified duties that the Employee is capable of performing within their health and physical limitations.

(3) are not qualified to accomplish the overtime assignment.

c. Overtime Priority. It is the intent of the parties that Bargaining Unit Employees normally perform overtime work routinely performed by the Bargaining Unit Employees. First Priority for overtime will be offered/given to Employee(s) who are currently assigned to the task. Management will make a reasonable effort to offer overtime to bargaining unit Employees prior to considering Supervisors for overtime assignments.

d. Overtime Confirmed After-the-Fact. In situations where overtime was approved verbally or informally, Management will complete and submit formal documentation as soon as possible to ensure timely payment of overtime to Employees. This may include suffered and permitted overtime.

e. Call Back. When an Employee is called back to the office to perform unscheduled overtime work of less than 2 hours duration, the Employee will be paid for a minimum of 2 hours.

(1) Instead of being called back to the regular work site, maximum consideration will be given to letting Employees under a Telework agreement perform the work at their approved Telework site rather than going into the office, providing the work meets Telework suitability criteria.

(2) A verbal ad hoc Telework agreement may be implemented as long as it is followed up in writing upon the Employee's return to their regular scheduled work site (see Article 22).

f. Overtime on Telework. See Article 22 for governing Telework provisions.

(1) Employees that perform unscheduled overtime work outside their scheduled tour of duty at a Telework site will be compensated in 15 minute increments for actual time worked.

(2) If approved to work overtime hours non-contiguous with their scheduled tour of duty overtime hours will be compensated in 15 minute increments up to the actual number of hours worked.

g. Non-Call Back Contact. Normally, Employees will not be contacted while in off-duty or leave status. However, brief contact by phone or e-mail may occur for urgent situations. Any contact over 5 minutes to carry out official business will be compensated for a period of time equal to the minimum increment for the payment of overtime compensation by means of one phone call, or an uninterrupted series of telephone calls. If the contact results in a request for unscheduled non-contiguous overtime work, the provisions above will apply.

h. Maximum Hours Per Day. Employees will not be required to work in excess of 16 hours of work in a 24-hour period, except in those situations where the nature of the work makes it imperative that the Employee continues on the job for a longer period.

i. Travel. Overtime will be granted for all time that an Employee is required to travel outside of their regularly scheduled hours of work in accordance with applicable laws, rules and regulations when on local or TDY travel status.

j. Premium Pay. Normally, premium pay due an Employee shall be paid within one pay period following the assignment. Management agrees to expeditiously investigate complaints of late payment of premium pay and to expend all reasonable effort to assure the Employee is paid in a timely manner.

k. After Duty Training Hours Compensation. See Article 21.5 h. (3) of this Agreement.

ARTICLE 20: LEAVE PROVISIONS

20.1 **General:** All leave will be charged in minimums of 15 minute (quarter hour) increments.

20.2 **Annual Leave:**

a. General. Employees shall earn and shall be granted annual leave in accordance with applicable law and regulations. Accrued annual leave may be carried over to the next year in accordance with applicable law and Office of Personnel Management regulation.

b. Leave Request.

(1) Management agrees to develop, no later than 15 April, tentative schedules of annual leave for vacation purposes for the calendar year. Employees will provide known vacation dates to supervisors by 31 March. Requests subsequent to 15 April will be approved on a case-by-case basis. Normally, accrued annual leave will be approved. However, in unusual circumstances, requests for annual leave may be denied due to workload, conflict with other Employees' absences, etc. The use or non-use of annual leave will not be considered in any Employee appraisal or evaluation. Leave requests shall not be denied in lieu of legitimate disciplinary action.

(2) Requests for annual leave for vacation purposes involving a period of time up to two consecutive work weeks will be granted to each eligible Employee providing that granting such leave does not cause a substantial workload problem and the Employee has accrued sufficient leave. A substantial workload problem means more than an administrative or staffing inconvenience such as the necessity to adjust work or to cover for the Employee going on leave. Consecutive annual leave in excess of two weeks may be granted on a case-by-case basis.

(3) An Employee will be permitted to change scheduled leave that s/he has requested where the change would not create a substantial workload or coverage problem for Management.

(4) The Employee will be provided with the opportunity, where practical, to use any annual leave earned that will be in excess of the maximum allowable carry-over sometime during the course of the leave year so as to avoid losing annual leave. Each Employee will monitor his/her annual leave account in order to make appropriate advance requests to Management for leave for vacation and other purposes which will contribute toward avoiding loss of annual leave. Not later than 15 October of each year, Management will remind the Employees of a need to request annual leave to avoid unintended forfeiture of such annual leave.

c. Changing Annual Leave to Sick Leave. During or immediately upon return from leave, Employees may request that annual leave charges be changed to sick leave in accordance with paragraph 20.3 and applicable laws, rules and regulations.

d. Leave Request Conflicts. When an Employee's request for extended annual leave conflicts with the requests of other Employees such that to grant leave to all who have requested it would create a workload problem, Management will determine who will be permitted to take leave giving due consideration to the following factors: date leave was requested, nature of leave requested, use or lose status, and mission and staffing requirements.

e. Leave Rescission. Management will make every effort to avoid rescinding approved annual leave. The Employee will be notified at the time the decision is made to deny/rescind leave. Management will give written notice, upon request, of reasons for rescissions. Management will make every effort to accommodate changes of the advance leave schedule requested by Employees. An Employee may change his/her mind and elect to work during a period of approved leave. Timekeepers will charge annual leave from the record of the timesheets, not from the leave slip.

f. Advance Leave.

(1) Consistent with applicable rules and regulations and provisions of this Article, Management may grant, upon proper application, requests for advanced annual leave when:

(a) Non-repetitive, non-routine circumstances exist;

(b) The Employee is eligible to earn annual leave; and

(c) The request does not exceed the amount of annual leave that the Employee would earn during the remainder of the leave year.

(2) Employees must repay any leave advanced and not earned at the time of separation except that no repayment is necessary if the separation is due to death or disability retirement.

g. Procedures for Approval and Disapproval of Annual Leave. When a request for annual leave is made on an SF-71, Application for Leave, the following actions apply:

(1) Management will act in a timely manner on all requests for annual leave provided such requests are received and acknowledged by the Employee's supervisor or next higher available supervisor.

(2) Requests for annual leave may be handled in one of two ways:

(a) If disapproved, such disapproval and the reasons therefore will be made on the SF-71 at that time and a copy of the form returned to the Employee.

(b) Tentative approval will be given but, if later disapproval is absolutely necessary, the Employee will be so advised as soon as possible prior to the first day of the annual leave requested.

h. Emergency Leave. Management may approve leave requested for bonafide emergency needs. Emergency annual leave shall be defined as leave requested under a condition which prevented the Employee from giving the required 24 hours (1 day) notice and which is so compelling that the Employee cannot postpone the need for the leave. Approval/disapproval will depend upon the circumstances and conditions presented by the Employee. A final determination will be made upon the submission of the leave slip by the Employee, and any reasonable documentation as may be required.

i. New Parent Leave. As a new parent or legal guardian, the Employee may be granted up to 30 days of annual leave. If the Employee does not have 30 working days of accrued annual leave, the Employee may be granted the remaining days, up to 30 working days, of advance leave per Section 6a. Also see paragraph 20.4.

20.3 **Sick Leave:**

a. General. An Employee earns sick leave in accordance with applicable statutes and regulations. The use of sick leave is an Employees benefit to be used by the Employee in accordance with the specific procedures of this Article for absences required by illness, injury, medical appointments, or certain circumstances involving contagious diseases as recognized by appropriate health officials under applicable law and/or regulation.

b. Request for Non-Emergency Sick Leave. When possible, sick leave requests for a non-emergency medical, dental, or optical examination, operations or treatments should be requested in advance from the supervisor. Such requests shall be approved unless the Employee's absence would create a workload problem in which event the Employee would be given advance notice so that other appointments can be made.

c. Unscheduled Sick Leave.

(1) An Employee who requests unscheduled sick leave because s/he is unable to report for duty for reasons of illness will notify their supervisor, if possible, within two hours after the start of duty on the first day of illness. The Employee will inform the supervisor of the anticipated extent of the absence. Upon initial notification of sick leave, the assumption remains for up to three (3) days, and the Employee will renotify their supervisor every Monday after that for extended illnesses. If the absence extends beyond the anticipated period, the Employee will inform his/her supervisor of the situation promptly. An Employee may be required to furnish acceptable evidence to substantiate a request for approval of sick leave if the sick leave exceeds three (3) consecutive workdays. However, if the Employee is already on a sick leave restriction letter s/he may be required to submit acceptable evidence for periods of less than three (3) days.

(2) If Management suspects abuse of sick leave based on a pattern of usage, Management may counsel the Employee and consider the reason(s) for the absence(s) before making a determination as to whether or not abuse has occurred. Management's decision that abuse has occurred must be based on actual evidence of misuse of leave, such as a continuing pattern of sick leave use not supported by medical documentation, however, medical conditions that do not require doctor visits must be taken into consideration.

- Management normally does not require the Employee to furnish a medical certificate to support a request for sick leave of three (3) workdays or less. In such cases, Management may either request a medical certificate, or may advise the Employee, in writing, of the reasons a medical certificate may be required for each subsequent sick leave absence. The requirement for a medical certificate will be reviewed no later than six (6) months from imposition and, if continued, at subsequent six (6) months intervals. When the Employee's record has significantly improved, this requirement will be rescinded in writing.

(3) In cases of chronic illness or injury, the Employee will furnish to Management, upon request, written certification of his/her condition, including a prognosis of the duration of the chronic condition.

- Except in the Individual cases of Employees who are on written notice for abusing sick leave [Section 3 (b)], an Employee may not normally be required to submit a medical certificate on a continuing basis if suffering from a chronic condition that does not necessarily require medical treatment for each absence.

d. Changing Sick Leave to Other Types of Leave. An approved absence which would otherwise be chargeable to sick leave may be charged to leave without pay or annual leave at the request of the Employee in accordance with applicable laws, rules and regulations.

e. Sick Leave and Appraisal System. The use or non-use of approved sick leave may not be considered in any Employee appraisal or evaluation.

f. Advance Sick Leave (This section does not apply to Employees who are on leave restriction.). Non-probationary Employees may be granted advanced sick leave. In considering requests for advanced sick leave, Management will apply current policies and regulations. Advanced sick leave will be approved or disapproved for increments of not more than thirty (30) days, under the following circumstances:

(1) A written request has been properly submitted, including medical certification; and,

(2) There is a reasonable assurance that the Employee will return to duty and is not contemplating a resignation or retirement.

20.4 **Leave for Maternity / Paternity / Family Reasons:**

a. General. The provisions of this Article apply to married and unmarried parents alike. The Family Medical Leave Act (FMLA) applies to much of this section and should be consulted for specific details.

(1) In accordance with the Federal regulations (formerly Family Friendly Leave Act), Employees may be granted sick leave, annual leave, leave without pay, or earned compensatory time to care for family members under the following circumstances where an Employee:

(a) Must care for a sick child, spouse, parent, or household member;

(b) Is needed to aid/assist in the care of his/her minor children or of a family member whose day care provider is temporarily unable to provide care;

(c) Is advised to stay home with a newly adopted or newly placed foster child;

(d) Must accompany a family member to medical appointments or personal business appointments;

(e) Must participate in family counseling sessions needed for a family member.

(2) Family Members are defined by Federal regulation as the following relatives of the Employee:

(a) Spouse and parents thereof.

(b) Children including adopted children and spouses thereof

(c) Parents

(d) Brothers and Sisters and spouses thereof

(e) Any individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship.

b. Duration of Leave for Pregnancy. The length of absence for maternity reasons will be determined by Management, in consultation with the Employee and her physician, based on medical reasons and workload needs (for example, 6 months). Absent an emergency situation, she must coordinate all such leave with her supervisor at a time reasonably in advance of her absence for maternity reasons.

c. Work/Workplace Modifications for Pregnancy.

(1) Pregnancy shall be treated like any other medically certified temporary disability (see Article 33.3). Therefore, maternity leave may be a combination of as many as three (3) separate kinds of leave: sick leave, annual leave, and leave without pay.

(2) If, after consulting a physician, a pregnant Employee requests modification of her work duties due to adverse working conditions that may have a detrimental effect on the Employee or the unborn child, Management will make reasonable efforts to accommodate the request. The request must be supported by acceptable medical documentation.

d. Paternity Leave. In accordance with Federal regulations (formerly Family Friendly Leave Act), a male Employee may request sick leave, annual leave, leave without pay or earned compensatory time for purposes of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. Approval of leave for these reasons will be consistent with the provisions of this Agreement and applicable statutes and regulations.

e. Adoption. An Employee may request sick leave, annual leave, leave without pay, or earned compensatory time for purposes associated with adoption of a child. The individual circumstances must be considered in each instance by the leave approving official and such request may be granted, where reasonable, based upon the merits of the particular case and consistent with the provisions of this Agreement and applicable statues and regulations. The parties recognize that it is in the interests of both the Employee and Management that such requests are made as early as possible.

20.5 **Administrative Leave:**

a. General.

(1) Administrative leave is an excused absence from duty administratively authorized without loss of pay and without charge to leave.

(2) The provisions of this article do not alter the District Commander's discretion to grant or deny administrative leave of one (1) hour or more in situations not governed by the terms of this Article.

b. Elections. As far as practicable, without interfering seriously with operations, Employees will be excused to vote in elections under the following circumstances:

- As a general rule, where polls are not open at least two (2) hours before an Employee's usual time of departure from home or at least two (2) hours after an Employee's usual time of arrival at home, s/he will be excused for enough time to permit him/her to report for work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever requires less time off.

c. Emergency Conditions.

(1) When it becomes necessary to delay the opening or not open the District work facilities because of hazardous weather or other emergency conditions, including temperature, humidity problems, safety and health within the facilities, Management will make a reasonable effort to inform all Employees through the public media and through the Alert Roster Notification System maintained by the Readiness/Emergency Management Branch.

(2) If the District work facilities are not closed but hazardous weather conditions, or other emergencies described above exist which prevent an Employee from getting to work, including public transportation problems, the Employee may be granted administrative leave for absence from work for part or all of the Employee's workday if the Employee provides a reasonable explanation in writing that a reasonable effort was made to reach work.

(3) Once a year Management will notify all Employees of the procedures to be followed in Article 20.5 c(1) and c(2) above. This notice will identify which media services will carry the emergency information.

d. Blood Donation. Upon advance request to his/her supervisor, Employees may be granted four (4) hours of administrative leave on the day of donating blood during an official blood drive visit to the District work facilities or other Management-approved arrangements. This also covers time to donate for others or at your own medical facility. Employees who are screened out of donating blood that day must return to work and will be allowed time only for the time they were being screened.

e. Tardiness. Employees have the responsibility to arrive at work on time; however, infrequent tardiness of less than one hour beyond the Employee's starting time caused by circumstances beyond their control, such as public transportation delays, weather, traffic accidents, may be excused without charge to leave.

f. Pre-Holiday Leave. If the District Commander or any other authority chooses to grant 59 minutes or more of administrative leave, Employees will be notified immediately following the decision of the authority granting the leave. If the President of the United States grants 4 hours of administrative leave to all employees on work days such as prior to Thanksgiving, Christmas, and New Year's Eve, Management will disseminate information and authorize release of Employees as soon as possible after higher headquarters notification. If more administrative leave is granted by a higher authority it shall supercede any administrative leave (such as 59 minutes) authorized by the District Commander, in accordance with this section and applicable laws, rules and regulations. If the Employee is in a leave status, this leave will not apply.

20.6 **Court Leave:**

a. An Employee is authorized court leave to the extent necessary to serve on a jury or to participate in judicial proceedings on behalf of a state or local government.

b. Court Leave will be granted to Employees per applicable laws and regulations.

20.7 **Leave Without Pay (LWOP):**

a. General. Leave without pay (LWOP) is a temporary non-pay status and absence from duty, which may be granted upon the Employee's request. Leave without pay will only be implemented:

(1) At an Employee's request, or

(2) When imposed consistent with applicable law and regulation.

Leave without pay will be administered in accordance with applicable law, regulations, and this Agreement.

b. Education.

(1) An Employee may request a period of leave without pay not to exceed one (1) year to engage in full time, job related study. A program of study will be found to be job related if, on balance, it will significantly benefit Management and improve the Employee's ability to perform his/her current job or to achieve and perform another job with Management to which the Employee can reasonable aspire.

- Examples of some of the factors which are to be considered when reviewing an Employee's request are severity of the workload problem, appropriate advance notice, costs, likelihood of the Employee remaining with Management, likelihood of potential Employee development with and without training, reasonable alternate sources and means of attaining training.

(2) If the study is one which combines work and study, the work portion is subject to the outside employment requirements of Management.

c. Benefits to Management. Employees may request leave without pay; however, before approving leave without pay, Management should expect the Employee to return to duty and at least one (1) of the following benefits will result: increased job ability, protection or improvement of Employee's health, or retention of an experienced Employee, or furtherance of a program of interest to the Government.

d. LWOP Eligibility.

(1) Leave without pay, although not an automatic Employee right, will not be denied arbitrarily and disapproval will be only in a manner consistent with applicable law, regulation, and this Agreement.

(2) All Employees are eligible for LWOP regardless of length of service or whether they have annual leave to their credit.

(3) Requests for leave without pay must be submitted and approved in advance.

e. Benefit Protection. As provided by regulation, Employees may elect to maintain their group insurance coverage while in LWOP status.

f. Other LWOP. An Employee may request LWOP for any reason up to one (1) year. These reasons may include education, extended travel, religious sabbatical, charitable activities, etc.

20.8 **Other Leave:**

a. Religious Leave. An Employee normally will be allowed to use annual leave, leave without pay, or accrued compensatory time for a workday which occurs on a religious holiday.

b. Military Leave.

(1) Any Employee who is a member of the National Guard or a Reserve component of the Armed Forces shall be entitled to military leave as provided for in 5 U.S.C. 6323, as amended, and implementing regulations. Approval of the military leave provided in the foregoing shall be based on the copy of the orders directing the Employee to active duty and certification of attendance by an appropriate military authority.

(2) In addition, Employees who are called for a period of training or a period of active duty beyond those provided for in paragraph 20.8a(1) above may be granted annual leave or LWOP, pursuant to appropriate regulations and agency policy.

(3) Any Employee contemplating the use of military leave will advise Management as soon as possible of the anticipated dates of such leave.

(4) Employees returning from military leave may be entitled to be reinstated to their previous pay and position.

c. Bereavement Leave. In accordance with the Federal regulation (formerly Family Friendly Leave Act), an Employee will be granted a reasonable amount of previously earned annual leave, sick leave, leave without pay or compensatory time in accordance with applicable portions of this CBA when the Employee has experienced the death of a family member.

20.9 **Restored or Controverted Leave:** Restored or controverted leave in connection with Family Medical Leave Act, Federal Employees Compensation Act (Worker's Comp), Use or Lose, Leave Donor Program, or any other requirement to restore leave will be done in a timely manner in accordance with applicable laws, rule and regulations.

20.10 **Leave Records.**

a. Leave records are of a personal nature and will not be publicized by Management or distributed by any method that compromises the privacy of the Employee in accordance with the Privacy Act and applicable laws, rules and regulations.

b. Requests for Leave, overtime, and time & attendance records will be maintained in hard copy in accordance with laws, rules and regulations, but no less than six (6) years.

ARTICLE 21: HOURS OF WORK - FIXED SHIFT AND ALTERNATIVE WORK SCHEDULES

21.1 **Hours of Work, Fixed Shift:** The basic fixed shift work schedule is forty (40) hours per week, eight (8) hours of work per day (not including lunch period) with two consecutive days off. All full-time bargaining unit Employees will have a basic work requirement of eighty (80) hours per pay period. Employees required to work a fixed shift may periodically request a review to allow them to change their work schedule. Upon supervisory approval, an Employee may change from a fixed shift to a different work schedule by complying with the Alternate Work Schedule (AWS) provisions below.

a. Work Periods. Employees on fixed shifts may request start and stop times that allow for 8 hours of work per day with a minimum one half hour, maximum one hour lunch period, midway during their day subject to supervisory approval.

   (1) Start times may occur between 0600 and 0900 hours unless otherwise approved by their supervisor.

   (2) Core hours will be between 0900 and 1500 hours.

   (3) Supervisors will endeavor to approve employee fixed shift requests as long as mission requirements are met and the Employee was not placed on the fixed shift due to abuse of Alternate Work Schedules (AWS).

b. Lunch Periods. Regular lunch periods will be on a fixed schedule for a minimum of 30 minutes and a maximum of 60 minutes (in 5 minute increments) and will normally occur between 1100 to 1300 hours. Unused lunchtime cannot be used to arrive late or leave early for the day. On a case-by-case basis, supervisors may approve a variation to the lunch period in order to accomplish mission requirements.

c. Rest Periods. One rest period not in excess of 15 minutes is authorized at approximately midpoint between start of workday and lunch. A second rest period not in excess of 15 minutes is authorized at approximately midpoint between lunch and end of workday. Rest periods may not be used to change workday start and stop times or extend lunch periods. Employees shall be allowed to take the rest break away from the work site but does not extend the authorized duration of the break.

d. Overtime Compensation. Fixed shifts do not include flexible or compressed work schedule options. Compensative and overtime hours will be approved in advance and earned according to appropriate laws, rules and regulations and this Agreement for all hours earned in excess of 8 hours in a day or 40 hours in a week.

e. Timekeeping. Employees will complete attached timesheet form (Appendix F2) to report their time and cost accounting code. This will include showing proper regular, sick, annual, holiday and credit hours, etc., to account for the employee's regular, and/or Telework schedule and cost accounting. Timekeepers will utilize the appropriate method to assure accurate input into CEFMS and maintain employee timesheets in accordance with applicable laws, rules and regulations (e.g., unaltered for 3 years). Management will assure that timekeepers are trained and both timekeepers and Employees are provided a step by step instruction document on how to fill out the form. Modifications to the form will be approved by the Deputy Commander.

f. Employees on fixed shifts must account for eight hours per work day by hours worked, or any appropriate leave category (such as annual or sick leave).

g. Holidays falling on a scheduled workday will be charged as eight (8) hours regularly scheduled for that day. When a holiday falls on a scheduled day off, it will be scheduled in accordance with Executive Order 11582 and 5 USC 6103(b)(2) (Appendix F). Holidays worked will be paid in accordance with appropriate laws, rules and regulations.

21.2 **Alternative Work Schedule (AWS) - General:**

a. SPN will participate in the Alternative Work Schedule (AWS) Program by operating a version of the Flexible Work Schedules (FWS) and Compressed Work Schedules (CWS) described in this Article to the fullest extent to enhance the quality of work life and esprit de corps of District Employees. AWS provisions do not apply to employees who work fixed work schedules. Specific objectives for implementation of AWS are:

(1) To increase ability to recruit and retain high quality Employees;

(2) To provide additional hours of service to the public, increase opportunities for contact with offices in other time zones and to increase employee productivity;

(3) To provide availability of quiet hours at the beginning and end of the workday;

(4) To allow greater flexibility to form or join carpools or to use public transportation at off-peak periods;

(5) To allow opportunities for reduction of commute costs, by reducing the number of commuting days;

(6) To contribute to the reduction of air pollution, traffic congestion, and energy consumption in the San Francisco District by reducing Employee commute trips;

(7) To enhance quality of life and provide a greater balance between personal and job needs, by allowing Employees more freedom in scheduling of family, community, social, professional, educational, shopping, and recreational activities;

(8) To reduce stress and fatigue; and

(9) To reduce short term absences for medical and child care reasons or personal business.

b. To facilitate communication requirements with our customers and co-workers, with our expanded use of alternate work schedules, all SPN employees must make full use of our technology tools by: a) maintaining their Outlook calendars (appointments, meetings, out of office, etc), using Outlook Calendar's Meeting Request feature to schedule meetings, using Outlook's Out of Office email feature and telephone voice mail messaging.

c. Employees will request AWS or any work schedule change on the Work Schedule Request / Change Form (Appendix F1) and will be approved or disapproved by the supervisor. Disapprovals must also be authorized by Division/Staff Chief or next higher level.

d. Exceptions to this Article may be approved by the Commander, Deputy Commander or a Division/Staff Chief.

(1) Reasons for denial of participation in flextime or compressed work schedule will be limited to the following circumstances where implementation of AWS will reasonably result in:

(a) reductions in productivity,
(b) loss of organizational efficiency,
(c) lack of mission accomplishment;
(d) diminished level of services furnished to customers;
(e) an increase in operational cost resulting from reductions in productivity, loss of organizational efficiency, or lack of mission accomplishment (the intent of the parties is to not unduly exclude Employees from participation due to a minor cost increase);
(f) observed abuses of the program.
(g) performance below fully successful (level 4 or 5)

(2) Examples where exclusions or limitation of employee participation in AWS may be appropriate:

(a) The Employee has frequent official duty of direct personal contact (e.g., face-to-face meetings) with entities other than District Employees, and those contact responsibilities cannot reasonably be accomplished by other Employees assigned similar duties.

(b) The Employee has recurrent and frequent deadlines for official work products throughout the workweek or during specific times of the day that could not reasonably be completed by others assigned to that project or workload.

(c) Positions that must normally be filled by others on a backup basis during periods when the individual is on scheduled leave. If more than one person does the same function then they may relieve each other and allow for AWS participation.

(3) Prior to permanently exempting a position from the flextime or compressed work schedule programs, the immediate supervisor or designee will furnish through management channels to the second line supervisor or designee:

- Name, Title, series and grade of position to be exempted
- Written justification for exemption

(4) The second line supervisor or designee will indicate approval or disapproval on the Work Schedule Request / Change Form (Appendix F1) 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.

(5) If the Division Chief plans to exempt any group of Employees, they must send the request for exemption to the Commander or designee for approval or disapproval. If the exemption is approved, the request will be returned to the initiating supervisor, who will notify both the Union and the Employees of the exemption and the business-related justification.

21.3 **AWS - Policy and Procedures:**

a. Official Business Hours. The hours that have been established and publicized as time when the District Office is open for business. The official business hours for 333 Market Street in San Francisco are 0800 to 1600. Offices not located at 333 Market Street may establish different official business hours if required to meet mission or customer needs (for example: hours of public contact at visitor center, parks and resident offices). Those employees working swing and night shifts may adjust hours in accordance with mission requirements.

b. Lunch Periods. Regular lunch periods will be scheduled for a minimum of 30 minutes and a maximum of 60 minutes and will normally occur between 1100 to 1300 hours. Unused lunchtime cannot be used to arrive late or leave early for the day. On a case-by-case basis, supervisors may approve a variation to the lunch period in order to accomplish mission requirements.

c. Rest Periods. One rest period not in excess of 15 minutes is authorized at approximately midpoint between start of workday and lunch. A second rest period not in excess of 15 minutes is authorized at approximately midpoint between lunch and end of workday. Rest periods may not be used to change workday start and stop times or extend lunch periods. Employees shall be allowed to take the rest break away from the work site but does not extend the authorized duration of the break.

d. Credit hours. Hours that may be earned or used within a flexible work schedule, with prior supervisory approval, that an employee may voluntarily work in excess of his or her basic work requirement (e.g., 8 hours on a flexi tour schedule) in order to accomplish assigned work tasks efficiently. In this way the length of a workday or workweek may be extended. Employees may normally earn up to two (2) credit hours per day except in special situations described in paragraph 21.4d.below. Credit hours may be approved verbally in advance by the employee's supervisor. Request to earn or use credit hours will normally be approved when based upon accomplishment of mission requirements. An employee's request will not be declined without sound business reasons.

21.4 **AWS - Flexible Work Schedules:**

a. Core hours. The time periods during the workday that are within the tour of duty during which an employee covered by a flexible work schedule is required to be present for work are core hours. At SPN the core hours for Employees on flexible work schedules will be 0900 to 1500 unless other shifts are authorized to meet mission requirements. An employee is eligible for one of the work schedules below subject to supervisor approval:

b. Regular Flexitour with Credit Hours.

(1) Flexitour (previously called flexi time) means a type of flexible work schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed, however, on a case-by-case basis with prior supervisory approval, employees may flex their start and stop times in 5 minute increments between 0600 - 0900 and the corresponding hours between 1500 - 1800 that complete the Employee's basic work requirement for the day and up to 90 minutes in connection with their lunch period between 1100 – 1300 hours.

(a) Each full-time employee will have a basic work schedule of 40 hours per week consisting of eight hours per day, Monday through Friday.

(b) Employees who elect regular flexitour will choose a start time between the hours of 0600 to 0900 and work 8 hours plus a lunch period. Lunch periods will be at least 30 minutes but not exceed 90 minutes (in 5 minute increments) on a regular basis. The end time will vary according to elected start time and lunch period.

(c) Overtime hours worked must be ordered and authorized in advance in accordance with applicable laws, rules, regulations and Article 19 of this agreement.

(d) Compensatory hours may be authorized in lieu of overtime pay in accordance with applicable law.

(2) After an employee has selected and the supervisor approved a starting time, the employee is permitted a degree of flexibility past the starting time of approximately 15 minutes for commute problems or other problems reasonably outside of the Employee's control. It is understood that this should not occur on a regular basis. If this occurs on a regular basis the start time should be adjusted.

(3) Supervisors may approve occasional variations, normally in advance, to allow an employee to flex their schedule to permit late arrival or extended lunch to allow the employee to conduct needed personal business. The employee in this case must work the difference to complete the required 8 hours. Approval to flex at the beginning of the workday may be approved as long as the Employee normally makes the request before the beginning of their scheduled hours of work. This may include leaving a voicemail message with the supervisor or designee.

c. Credit Hours.

(1) This work schedule alternative is identical to the flexi tour schedule but includes the option of credit hours. (See Definitions)

(2) Credit hours are those hours worked in excess of the basic 8-hour day.

(3) Credit hours may be accrued in ¼ hour increments, the majority of the time, a maximum of 2 credit hours on any given workday except in special situations described below.

(4) The maximum number of credit hours an employee may carry over from a biweekly pay period to a succeeding biweekly pay period is 24 hours for a full-time employee. A part-time employee may earn up to one-fourth of their biweekly pay work requirement.

(5) Credit hours may not be earned by employees on compressed work schedules.

(6) Earned credit hours may be used only for time off, which must be approved by the supervisor. Credit hours must be used after they are earned, not before.

(7) Earning credit hours is at the Employee's discretion and is voluntary. Supervisors may ask Employees if they would voluntarily work credit hours, however, Employees shall not be required to work credit hours in lieu of paid overtime.

(8) Credit hours may be carried over indefinitely. Credit hours shall be paid at the Employee's current hourly rate when an Employee is no longer subject to a flexible work schedule program, transfers to another employing activity, or upon separation (5 USC 6126 (b) reference (b)).

d. Special Situations. Under the following special circumstances, credit hours that are non-contiguous with the normal work schedule may be earned if approved in advance by a supervisor or training instructor.

(1) Meetings after normal duty hours – employees may adjust their flexible work schedules or be granted exceptions to normal work schedules on a case-by-case basis to allow for attendance at meetings after normal duty hours. Normal overtime and compensatory time laws, rules and regulations also apply. The minimum amount of credit hours that may be earned when attending a non-contiguous after hours meeting will be 2 hours or actual duration of meeting, whichever is longer.

(2) TDY – When an employee on a flexible work schedule is TDY, they will work according to a work schedule needed to accomplish the mission at the TDY worksite. This may or may not be their regular work schedule. Credit hours may be earned in excess of 2 hours to meet mission requirements. Normal overtime and compensatory time laws, rules and regulations also apply.

(3) Training, local – When an employee is attending local training, the regular work schedule will not change. Credit hours may be earned in addition to the normal 8-hour workday to meet mission requirements. Normal overtime and compensatory time laws, rules and regulations also apply.

(4) Training, TDY – When an employee on a flexible work schedule is TDY to attend training, they will normally work a schedule corresponding to the class hours. This may or may not be their regular work schedule. Credit hours may be earned in excess of 2 hours if required by the course or to meet regular duty mission requirements. Normal overtime and compensatory time laws, rules and regulations also apply.

(5) Exclusions – Only those Employees on flexible work schedules may NOT earn overtime pay as a result of including "suffered or permitted" hours (under FLSA) as hours of work. Credit hours and/or compensatory time may be earned in accordance with applicable laws, rules and regulations and this Agreement.

21.5 **AWS - Compressed Work Schedules (CWS):** CWS days off may be taken on any day of the week.

a. Employees on CWS are on fixed work schedules, and in accordance with laws, rules and regulations are not permitted to flex their start/stop times or lunch period. Case-by-case, Employees can vary the start time of their lunch periods based on workload and mission requirements with supervisory approval.

b. Credit hours may not be earned under CWS.

c. Employees will be charged leave according to the normal CWS work schedule hours for the scheduled day.

d. Employees' time will be charged to holiday leave according to the normal CWS hours scheduled for that day. If a holiday falls on a scheduled CWS day off, the employee shall take the next workday as their in-lieu-of holiday, or the previous workday as their in-lieu-of holiday if the CWS day off falls on Friday.

e. Supervisors must work closely with their Employees in establishing workable CWS work schedules. Supervisors must ensure that sufficient employees under their supervision will be present on any workday to conduct business and accomplish mission requirements. It is the supervisor's responsibility to establish work schedules with this requirement in mind, and as a general rule, the supervisor will distribute CWS days off evenly throughout the biweekly pay period to maintain appropriate levels of customer service by Employees qualified to accomplish mission requirements.

   (1) Employees approved to work CWS will have the opportunity to voluntarily work out any requests for CWS days off that would result in uneven distribution during the biweekly pay period with other employees. In the event that employees cannot resolve this matter voluntarily, the supervisor will authorize CWS-day-off requests by seniority in the affected office.

   (2) Timekeepers are required to be present on the second Friday and the first Monday of each biweekly pay period. These days may not be scheduled as their CWS day off or Telework day.

   (3) On a case-by-case basis, CWS days off may be moved to another day within a biweekly pay period with mutual agreement between the Employee and Supervisor. In cases where an Employee must work their CWS day off and cannot reschedule it in the same pay period, they must be given their choice of overtime or compensatory time in accordance with applicable laws, rules and regulations. Also see "Special Situations" below.

   (4) Employees requesting to start or change their participation in a CWS schedule may do so by submitting a written request (Appendix F1) to their supervisor. Requests to start or change will be considered promptly by the supervisor and will normally be effective the next pay period, though there may be times when the request may need to be effective sooner by mutual consent

between the Employee and supervisor. (See below for requests to terminate a CWS schedule.)

f. 5-4/9 Compressed Work Schedule.

(1) Employees selecting the 5-4/9 CWS will work eight 9-hour days and one 8-hour day with one CWS day off during a pay period.

(2) Employee is limited to one regular Telework days per pay period.

(3) Work schedules will consist of eight 9-hour days and one 8-hour day with one CWS day off during a pay period. Scheduling of a CWS Day off and the day the 8-hour day is worked are approved by the supervisor and will be consistent from pay period to pay period to ensure proper coverage and service.

(4) Employees may request work hours between 0600 and 1800 hours. Work schedule hours are approved by the supervisor.

g. 4/10 Work Schedule.

(1) Employees selecting the 4/10 work schedule will work four 10-hour days with one day off each 40 hour week.

(2) Work schedules will consist of four 10-hour days and one day off each week. Days off are approved by the supervisor and will be consistent from pay period to pay period to ensure proper coverage and service.

(3) Employees may request work hours between 0600 and 1800. Work schedule hours are approved by the supervisor.

h. Special Situations.

(1) When an employee on CWS is scheduled to be TDY for less than one workweek – including travel and time at temporary worksite – on a scheduled CWS day off, Employees will normally switch their CWS day off with another day in the same pay period. Employees may elect to travel other days, by other modes of transportation or request leave in conjunction with their TDY assignment, however, they will be compensated for travel and work in a manner most advantageous to the agency had they not voluntarily elected variations. For example, no overtime will be paid if the Employee could have reasonably switched the CWS day off to another day in the same pay period, traveled and accomplished their temporary duty (including training) during regular scheduled work hours after the switch. Appropriate compensation (overtime, compensatory time) will be made when circumstances prevent changing CWS days off and management requires the travel.

(2) When an employee on CWS is attending training scheduled for less than one workweek – and their CWS day off falls on class days – Employees will normally switch their CWS day off with another day in the same pay period. If TDY is required to attend class, the TDY provisions of this Article, above, will also apply. Appropriate compensation (overtime, compensatory time) will be made when circumstances prevent changing CWS days off and management requires the travel.

(3) Employees will be compensated (overtime, compensatory time, etc.) for homework authorized by an instructor or Management representative required to be performed after normal duty hours during training except for the following circumstances (see also Articles 17 and 19):

(a) Training to improve a FLSA non-exempt Employee's performance in his or her current position above a fully successful, or equivalent level. (Such training must be undertaken with the knowledge that the Employee's performance or continued retention in the position will not be adversely affected by non-enrollment in the training program.)

(b) Training to provide a FLSA non-exempt Employee with additional knowledge or skills for reassignment to another position or advancement to a higher grade in another position, even if such training is directed by Management.

(4) If TDY or training – including TDY and travel authorized to attend training – is one workweek or longer, Management may allow Employees to continue to use the schedule used at the permanent work site (if suitable) or require the Employee to change the schedule to conform to operations/mission requirements at the temporary worksite.

(5) Employees subject to seasonal fixed shift mission requirements (such as Park Rangers) may participate in CWS on a case by case basis with supervisory approval.

(6) Employees must account for the total number of hours scheduled for work each day to meet their daily basic work requirement. Employees on TDY and/or in training, then, must account for their scheduled daily work hours by working the hours (i.e., attending training class), or account for the time by requesting leave, excused absence, holiday hours, compensatory time off, or time off received as an award. For example, an Employee on 5-4/9s, who did not change work schedules, attends a training class scheduled for 8 hours on a day the Employee is scheduled to work 9 hours to meet the daily basic work requirement. The Employee elects to request one hour of annual leave to account for the hour not worked on that day in order to meet the daily basic work requirement.

21.6 **AWS - Termination:**

a. The employee may terminate an approved alternate work schedule agreement (Appendix F1) at any time by providing written notice to the supervisor with a recommended effective date normally no earlier than the next full pay period.

b. Management will only terminate an approved alternate work schedule agreement for reasons consistent with Article 21.2d of this agreement. Normally, Employees will be given at least one full pay period advance notice, however, in compelling circumstances also consistent with Article 21.2d. AWS may be immediately terminated to meet mission requirements.

   (1) Overtime, compensatory time or credit hour arrangements will be made to account for the Employee's basic 80-hour biweekly work requirement if the AWS is terminated during a biweekly pay period.

   (2) Employees will start their fixed shift at the beginning of the next full pay period.

   (3) Upon resolution of the issue that terminated the Employee's AWS, they may again participate in AWS by making a request in accordance with provisions of this Article.

   (4) Supervisors who terminate an alternate work schedule arrangement without consent of the employee must give the employee a written notice, including justification, unless the termination was the result of a formal disciplinary action or subsequent to the employee being placed on a performance improvement plan. However, in other compelling circumstances, the Employee will receive written notification and justification no less than one day prior to effective date. Reasonable accommodations may be made due to unforeseen circumstances.

c. Termination of an Employee's current AWS schedule is not permanent, and can only be accomplished when provisions of 21.2e are met. Once a termination condition has ceased, Employees can seek and gain reinstatement per 21.5e(4). The intent of this article is to not deny AWS participation to Employees currently under an AWS schedule who are performing at a fully successful level or above. Changes during an emergency situation are considered temporary and after the emergency is resolved, Employees' schedule will revert to their previous schedule. Any change in the current AWS schedule must be for legitimate reasons, and is not to be used as a threat, nor at the whim of management, nor as a tool or reprisal or coercion, nor just because a manager does not agree with the concept of the program.

d. If an employee disputes the reasons given by a supervisor for not approving them for AWS, or for terminating their AWS agreement, the employee may submit a grievance using the union grievance procedure.

21.7 **References:**

a. Related Publications.

(1) Title 5, U.S. Code, Chapter 61, Flexible and Compressed Work Schedules allows federal agencies to establish programs, which allow use of flexible schedules.
(2) OPM Handbook on Alternative Work Schedules at http://www.opm.gov/oca/aws/index.htm#Policy/Guidance
(3) ER 690-1-600 (Leave and Hours of Duty).
(4) DoD Civilian Personnel Manual at http://www.cpms.osd.mil/cpm/cpm.html.

21.8 **Definitions:**

a. Alternative Work Schedule (AWS) means both flexible work schedules and compressed work schedules.

(1) Compressed Work Schedule (CWS) means an 80-hour biweekly basic work requirement that is scheduled for less than 10 workdays. At SPN two CWS plans are offered, 5-4/9 and 4/10. In the case of a part-time employee, a biweekly basic work requirement of less than 80 hours that is scheduled by an agency for less than 10 workdays and that may require the employee to work more than 8 hours in a day. (See 5 U.S.C. 6121(5).)

(a) 5-4/9. A combined flexible/compressed work schedule whereby employees are allowed to select their work hours, subject to supervisory approval, on a scheduled basis within specified starting and ending periods and work 80 hours per pay period in less than 10 workdays.

(b) 4/10. A combined flexible/compressed work schedule whereby employees are allowed to work four 10 hour days a week, subject to supervisory approval, on a scheduled basis within specified start and ending periods and work 80 hours per pay period in less than 10 workdays.

(2) Flexible Work Schedule (FWS) means a work schedule that has an 8-hour day, 80-hour biweekly basic work requirement that facilitates an employee to determine his or her schedule within the limits established by this Article.

- Flexi Tour (previously called flexi time) means a type of flexible work schedule in which an employee is allowed to select starting and stopping times within the flexible hours.

b. Basic work requirement means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

c. Biweekly pay period means the 2-week period for which an employee is scheduled to perform work that coincides with the established biweekly pay cycles.

d. Core hours means the time periods during the workday that are within the tour of duty during which an employee covered by a flexible work schedule is required to be present for work.

e. Credit hours means those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement in order to accomplish assigned work tasks efficiently. Result is to vary the length of a workweek or workday.

f. Flexible hours (also referred to as "flexible time bands") means the times during the workday within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her scheduled times of arrival to and departure from the work site consistent with the duties and requirements of the position.

g. Official Business Hours. The hours that have been established and publicized as time when the District Office is open for business.

h. Overtime/Compensatory hours when used with respect to FWS programs, refers to all hours in excess of 8 hours in a day or 40 hours in a week that are officially authorized in advance, in accordance with overtime procedures, but does not include credit hours. With respect to CWS programs, overtime hours refers to any hours in excess of those specified hours for full time employees that constitute the compressed work schedule.

i. Tour of duty means the work hour parameters agreed to in this Agreement regarding FWS and CWS work schedules that all full-time employees must perform to fulfill their 80 hours per biweekly pay period requirement and/or take leave. Part time employees must work their assigned hours and/or take leave.

ARTICLE 22: TELECOMMUTING ("Telework")

22.1 **General:** Telecommuting (hereinafter referred to as Telework) is a flexible work arrangement that allows employees the opportunity to perform their duties at an approved location and during an agreed-upon portion of the workweek.

a. Employee participation is voluntary and subject to supervisory approval. The main thrust of the Telework program is for employees to work from an alternative work site, which will be approved by the supervisor.

b. Employees may be approved for both Telework and alternate work schedule (AWS).

c. Telework should not adversely affect the performance of an employee who works at an alternative work site or the performance of the District coworkers. Supervisors should ensure equitable distribution of workload so that other employees do not have to assume work normally assigned to employees who are participating in the program.

d. Management will appoint a District Telework Coordinator to oversee the program.

22.2 **Responsibilities:**

a. Supervisors. Supervisors will authorize participation in the Telework program within their organizations and evaluate the impact of the program on the efficiency and effectiveness of work operations within their organizations. Supervisors will be responsible for the following:

(1) Determine if the position, nature of work, and employee are suitable for participation in the Telework program in accordance with this Article and that the overall mission of the office is not adversely affected;

(2) Support the District's Telework program and endeavor to move towards methods or technologies (through life cycle management) to accommodate Telework and ensure employees have appropriate tools to accomplish work at the Telework site.

(3) Coordinate with the Employee to ensure work performed at alternative work site(s) is in accordance with the provisions of this Article;

(4) Participate in Telework program orientation/training, as assigned, to develop a mutual understanding of Telework principles and practices;

(5) Ensure all appropriate Telework program forms are properly completed and maintain records for each employee including signed Telework agreements and attachments. Supervisors will provide data as requested by the Telework Coordinator.

(6) Where applicable, coordinate with Project Managers regarding suitability; and,

(7) Review Telework agreements at least annually.

b. Employees. Employees will be responsible for the following.

(1) Complete necessary Telework program forms;

(2) Inform co-workers of Telework schedule;

(3) Observe agreed-upon hours of work and request leave in accordance with established District policies and procedures;

(4) Use government property only for authorized purposes (for computer usage, in accordance with the negotiated exceptions policy), and assure the care, custody and safekeeping of all government property in accordance with all laws, rules and regulations;

(5) Ensure a safe and adequate place to work off-site that is free from interruptions, and that provides the necessary level of security and protection of any Government property that may be used by completing the Self Certification Alternative Work Site Safety Checklist and return the form to the supervisor prior to executing a Employee and Supervisor Telework Agreement. (Use forms in the Appendices.)

(6) Protect government and agency records from unauthorized disclosure or damage and comply with requirements set forth in the Privacy Act of 1974, 5 U.S.C. 552a;

(7) Ensure the supervisor has a current telephone number of the alternative work site.

(8) Participate in any Telework orientation/training;

(9) Ensure that a proper work environment is maintained and personal/family responsibilities do not interfere with the scheduled work time or accomplishment of assignments; and,

(10) Will not use duty time to provide dependent care or for any purpose other than official duties. Working at an alternate location can provide valuable assistance in the management of work / family schedules, but is not a substitute for child / elder care. Employees may not use duty time for providing child / dependent care, though this may be done on personal time (breaks, lunch, before or after duty time).

(11) Will regularly discuss with the Supervisor the work to be accomplished at an alternate location. If the employee cannot articulate what they will accomplish during that period, work at an alternate location can be deferred until the employee has enough suitable work to accomplish off-site. The General Accounting Office (GAO) requires that agencies with employees working offsite provide reasonable assurance that the employees are working when scheduled.

c. District Telework Coordinator. Administers and oversees implementation of the Telework program:

(1) Ensure all supervisors and employees receive Telework orientation and training, monitor, track program progress and costs, and complete upward reporting requirements

(2) Ensure that all participating supervisors and employees are aware of their responsibilities to: accurately measure and report performance and time and attendance, and provide safeguards that Government property is maintained and used appropriately;

(3) Maintain copies of appropriate Telework documents and complete all requested reports and surveys that come through appropriate channels;

(4) Ensure that all participating employees and their supervisors receive Telework orientation or training;

(5) Act as a resource to provide information, advice and other assistance to supervisors and employees in successfully implementing the Telework program which may include how to accommodate Telework requests or provide help in setting up a Telework arrangement on a trial basis.

(6) Monitor implementation of the Telework program, and interact with management and supervisors as necessary to ensure consistency with the policy and achievement of desired objectives.

22.3 **Policy:** The same general policies apply to Intermittent/Ad Hoc and Regular and Recurring Telework Schedules with regard to time and attendance, suitability of the work per paragraph 22.4, and use of equipment. Employees may request exceptions to this Telework policy. The Commander, Deputy District Commander or the Deputy District Engineer for Project Management will approve exception requests on a case-by-case basis. Intermittent Ad Hoc Telework that does not require the use of a computer or

the use of a high speed connection is also authorized upon supervisory approval. It is understood that Employees will be available by either telephone and/or e-mail.

a. Alternative Work Site. Employees may participate in Telework by working at a Telework center, the employee's residence or other locations (location to be determined on a case-by-case basis) where employees can maintain full functionality, communications and availability to provide a seamless transition between the normal workplace and the Telework place.

(1) Work from an employee's residence or other location may be permitted as long as web access or communication modes are determined to meet minimum Information Management security requirements to protect data. This will ensure that employees have the same functionality as at their normal workplace (e.g., ability to answer the telephone while being connected to the district network via a high speed Virtual Private Network (VPN) connection or Webdesk).

(a) Full functionality between the normal workplace and the Telework place means an employee can perform the required duties of their position for a specific Telework day with the same level of efficiency and effectiveness.

(b) Seamless transition and communication between the normal workplace and the Telework place means an Employee can maintain the same level of service and responsiveness to their internal and external customers through such means as telephone, e-mail and forwarding messages at their workplace. This includes telephone and computer system access at the Telework place.

(c) Availability between the normal workplace and the Telework place means an Employee's availability will be achieved by telephone and e-mail access regardless of worksite.

(d) Minimum Information Management (IM) security requirements to protect data means Computer equipment, software, and communications with appropriate security measures are required for Telework arrangements that involve sensitive unclassified data including "Privacy Act" or "For Official Use Only" data regardless of work site.

(2) Normally, secure Broadband or other high-speed access for government-owned laptop or personal computers at an alternative work site will meet the above expectation for those on regular and recurring Telework.

b. Intermittent/Ad Hoc Telework. Ad hoc Telework will normally be limited to one day per pay period, unless specifically waived for special circumstances by the second level supervisor with the recommendation of the first-line supervisor, team leader or equivalent and Employee.

(1) Intermittent/Ad hoc Telework is available to all District employees regardless of position. Any employee who feels they have an assignment or circumstances that are conducive to work at locations other than the normal workplace may request Intermittent/Ad Hoc Telework.

(2) Supervisors have wide latitude to approve and schedule requests for Intermittent/Ad Hoc Telework on a case-by-case basis in accordance with this Article.

(3) Overtime may be authorized for Intermittent/Ad Hoc Telework Schedule if the supervisor approves it in advance and in accordance with normal overtime approval procedures.

(4) Normally, a standing/continuing Ad-Hoc agreement will be initiated with case-by-case approval for specific days to be determined as needed. Forms may be filled out after the fact for unforeseen situations.

(5) When an Employee or Supervisor requests ad hoc Telework for Employees not at their regular worksite, a verbal ad hoc Telework agreement may be implemented as long as it is followed up in writing upon the Employee's return to their regular scheduled work site (for example, non-contiguous overtime, see Article 19).

c. Regular and Recurring Telework.

(1) Employees may be approved to work at an alternative location on a continuing regular and recurring basis. Each Supervisor and Staff/Division Chief will determine the suitability of an individual's request in accordance with Paragraph 22.4 below.

(2) DoD policy and guidance states that the maximum number of positions and employees who exhibit characteristics suitable for the Telework program will be identified as eligible for Regular and Recurring Telework, therefore, maximum consideration will be given to all requests.

(3) Employees will be limited to 2 days (total) per pay period away from their normal workplace to participate in Telework or combined Telework and Compressed Work Schedules. As a general policy, employees will spend four days of the workweek in the normal workplace to facilitate synergy, teamwork and communication, minimize isolation, and to use facilities not available offsite.

(4) District mission needs take priority over an individual's participation in the Telework program. Employees may be directed by their supervisor to come to their official duty station to work on assignments when the mission requires it. Supervisors will give the employee notice no later than 11am of the work day before, of such a directive. If the employee is notified of the need to come to the office by this deadline, the commuting time to and from the office is considered normal commuting time for which the employee is not compensated. If the employee is called into the office during a Telework day, the time spent commuting to and from the office is considered part of the workday, and the employee is compensated for the travel time (but not mileage).

(5) Employees must perform Telework assignments at an approved alternative work site. Absences from the remote site (e.g., visits on official business to attend meetings, use of leave) must be coordinated with the supervisor at the earliest time practicable.

(6) Time and attendance must be properly monitored and reported by the supervisor to ensure that Telework employees are paid for work performed and that absences from scheduled tours of duty are properly documented regardless of workplace. When an employee knows in advance that a situation would preclude working at the alternative work site, either time in the office or annual leave should be scheduled and coordinated with the supervisor.

(7) When an employee experiences unforeseen situations at the alternative work site (e.g., sudden illness, same-day medical or dental appointments, emergency annual leave), appropriate leave will be coordinated with the supervisor in accordance with leave regulations.

(8) With advance supervisory approval, employees may change a Telework day within the same pay period. If the employee is called into their office on their Telework day, they may rearrange their Telework day to include scheduling it into the next pay period.

22.4 **Suitability Criteria For Telework:**

a. Work suitable for the Telework program depends on job content rather than job title, type of appointment, or work schedule. Positions shall not be excluded as eligible on the basis of occupation, series, grade or supervisory status.

b. Telework is feasible for work that requires thinking and writing, policy development, research, analysis, and computer-oriented tasks. Suitable work may include:

(1) work that is portable and can be performed effectively outside the office;

(2) job tasks that are easily quantifiable or primarily project oriented; and

(3) work which consists of reading or processing tasks (e.g. reading proposals and reviewing documents, and conducting research, etc.).

c. Employees who are approved to work at an alternative workplace should be organized, highly disciplined, and conscientious self-starters who require minimal supervision. Their performance must be equivalent to a successful performance rating (level 1, 2 or 3).

d. Regular and recurring Telework may not be suitable for employees who require on-the-job training, who need close supervision, or who need frequent face-to-face meetings and would suffer from the isolation of working alone. Telework on an Ad hoc basis may be appropriate on a case-by-case basis.

e. Probationary status employees on a new appointment generally would not be eligible for the Telework program because probationary status periods are established to allow supervisors an opportunity to personally observe and evaluate employee performance. This would not preclude participation in Intermittent/Ad Hoc Telework on a case-by-case basis.

f. Employees new to the District may need some time to get to know the people and the organization, and may not be eligible immediately for regular and recurring Telework, though utilizing Telework on an ad hock basis may be appropriate on a case-by-case basis.

g. Supervisors should be able to evaluate work performance by measuring the performance by results.

h. Upon a case-by-case consideration, examples of positions that may be unsuitable for Regular and Recurring Telework (Ad hoc may still apply) include:

(1) Customer Service positions where you must interact with the customer

(2) Receptionists, administrative support

(3) Employees that must work in teams to accomplish their daily activities where the presence of each team member is required to meet minimum mission requirements (e.g. bargaining Employees of a boat crew that must travel on the boat together).

i. A supervisor must have a valid reason for determining that an employee or position is not eligible for the Telework program.

(1) Management will notify the Union of denial(s) not reasonably related to the following criteria and give them the opportunity to negotiate in accordance with the Statute:

(a) The Employee has frequent official duty of direct personal contact (e.g., face-to-face meetings) with agencies outside of the District, and those

contact responsibilities cannot reasonably be accomplished by other Employees assigned similar duties.

(b) The Employee has recurrent and frequent deadlines for official work products throughout the workweek or during specific times of the day that could not reasonably be completed by others assigned to that project or workload.

(c) Positions that must normally be filled by others on a backup basis during periods when the individual is on scheduled leave. If more than one person does the same function then they may relieve each other and allow for Telework participation.

(d) An Employee's performance level drops as a result of Telework (e.g. missed deadlines that are under the control of the Employee, unresponsiveness, decline in level of production, customer complaints, etc.) or falls below Performance level 3.

(e) Non-suitability of worksite per paragraph 22.3a.

(f) Recurring unavailability at the alternative work site not supported by work requirements.

(2) Management will notify the affected Employee(s) and the Union of any Bargaining Unit position(s) excluded from the Telework program. This notification of exclusion from the Telework program will include first and second level supervisory concurrence and the following information:

- Name(s), title, series and grade of position(s) to be excluded
- Written justification for each exclusion

22.5 **Equipment:**

a. New government computers will not be purchased exclusively for the alternative work site use. Government computers will be utilized for Telework; however, personal computers may be used to access work e-mail through current secured Outlook Web Access (OWA) or in the future pending Information Management approval of secure web access software such as Citrix Nfuse (Webdesk). Excessed laptops will be reviewed for usability as Telework hardware. Offices are encouraged to plan for and acquire laptops with docking stations as replacements for current desktop computers during their annual technology replacement cycle in order to support Teleworking individuals.

b. Government calling cards will be issued to employees and utilized to the maximum extent to charge long-distance official telephone calls. Official long-distance calls charged to an employee's personal phone line will not be paid by the District.

c. The government is not responsible for operating costs such as an alternate location phone lines, utility costs, maintenance or insurance. Nor will the government install telecommunication lines nor pay for monthly recurring charges for such lines or access fees to the Internet. Normal office supplies will be provided for official use only. No supplies other than those stated in this agreement will be provided.

d. Personally owned computers/software are not authorized for dial-in connection to the District network. Only government–furnished computers and software will be used. All systems will be configured and setup by IMO. Computers will be locked down unless exceptions have been granted in accordance with the Win2K policy at Appendix H. Teleworkers will be authorized to make changes only if exceptions are granted. Teleworkers should plan to bring their computers to the helpdesk on a regular basis. The user will ensure the all updates, anti-virus and other maintenance is kept up-to-date.

e. No government software will be installed on privately owned computers.

22.6 **Procedures:**

a. Telework Participation. While Telework may not be appropriate in all situations or for all employees, the maximum number of employees who exhibit characteristics suitable for Telework and perform job duties suitable for Telework will be permitted to participate in the program, subject to necessary equipment and funding. Ultimately, participation is a management option, not an employee entitlement, and is voluntary. Where participation or non-participation is a close call, supervisors are encouraged to permit a trial arrangement for a specified period of time.

b. Telework Forms. See the "Six Easy Step Telework Quick Guide" (Appendix E), which summarizes how to start a Telework arrangement.

(1) For Intermittent/Ad Hoc and Regular and Recurring Telework schedules, employees will complete the following three forms and submit to the supervisor:

(a) Request for Participation in Telework Program (Appendix E1),
(b) Self-Certification Alternative Work Site Safety Checklist (Appendix E2)
(c) Employee and Supervisor Telework Agreement (Appendix E3).

(2) To modify or terminate the Telework arrangement, employees or supervisors will complete the following form: Notice of Modification or Termination of Telework Agreement (Appendix E4)

(3) Supervisors will review the request and consider the requirements of Paragraph 22.4 and workload circumstances described by an employee before making a decision for approval/disapproval. If an employee disputes the reasons given by a supervisor for not approving them for the Telework program, the employee may submit a grievance using the normal administrative or Union grievance procedure. For Intermittent/Ad Hoc Telework, the Agreement may or may not be reissued for each assignment at the discretion of the supervisor.

c. Changes. Requests by the employee to change their scheduled Telework day in a particular pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements. A permanent change in the Telework arrangement must be reflected in either a modification (Appendix E4) or new Telework agreement (Appendix E3).

d. Reviews. The Teleworking agreement, safety checklist, and information security agreement should be reviewed during annual performance reviews and evaluations.

e. Termination. Either the employee or supervisor may terminate an approved Telework agreement subject to the following procedures.

(1) The employee may terminate an approved Telework agreement at any time by providing written notice to the supervisor with a recommended effective date.

(2) The supervisor may terminate an agreement in accordance with paragraph 22.4i. Notice of Modification or Termination of Telework Agreement (Appendix E4), shall be completed for termination actions.

(3) Supervisors who terminate a Telework arrangement without consent of the employee must give the employee a written notice, including justification, at least 10 working days in advance, unless the termination was the result of a formal disciplinary action or subsequent to the employee being placed on a Performance Improvement Plan. If an employee disputes the reasons given by a supervisor for terminating the Telework agreement, the employee may submit a grievance using the normal administrative or Union grievance procedure.

f. Telework Hours. The assigned Telework hours can parallel those in the official duty station or be specific to the alternative work site. If there is a compelling need to have the employee work additional or different hours, then Teleworking employees may make use of overtime, AWS, comp time or credit hour arrangements to the same extent and subject to the same requirements as employees working at the official duty station and will be in accordance with this agreement's AWS provisions (Article 21) and appropriate FLSA or Title 5 regulations.

g. Accountability. All applicable property accountability documentation requirements will be met with respect to Government equipment furnished for use at alternative work sites. Employees are responsible for the proper installation, repair and maintenance of all personal equipment used for Teleworking. The Government is responsible for the repair and maintenance of Government-furnished equipment.

h. Training. Employees who are contemplating a Telework arrangement will receive or have access to adequate information needed to make informed Telework decisions. Management will provide adequate orientation and training for Employees and Supervisors who will be using these Telework procedures.

22.7 **Definitions:**

a. Telework. A flexible work arrangement that allows employees the opportunity to perform their duties away from their normal workplace during an agreed upon portion of the workweek. Work away from an employee's normal workplace is known as flexible workplace, flexi place (prior to 1993), telecommuting, work-at-home, and Telework. All of these terms refer to paid employment performed away from the place where the employee normally works. There are two types of Telework:

(1) Regular and Recurring Telework. Regular and recurring Telework is established by formal agreement between the Employee and their Supervisor. This Telework is performed on a regular schedule at a set location(s) for the agreed-upon number of days per pay period.

(2) Ad-Hoc Telework. Ad-hoc Telework is unscheduled and occurs intermittently or as-needed, and is approved by the employee's supervisor on a case-by-case basis. This may include:

(a) occasional, one-time, or irregular Telework, typically for a day or block of days, to work on projects or assignments that could be effectively performed away from the normal workplace. The supervisor and the employee agree when there are assignments or conditions that are conducive to Telework; or,

(b) an approved Telework schedule for a short and limited period, appropriate in circumstances where the employee is unable to report to the normal workplace due to situations such as natural disasters, terrorist threats/attacks, and reasonable accommodation for personal illness, injury and medical conditions.

b. Alternative Work Site. Any location away from an employee's normal workplace as agreed upon between the Employee and the Supervisor in accordance with this Article.

c. Telework/Telecommuting/Flexiplace. These terms are synonymous and mean any arrangement in which an employee performs officially assigned duties at an alternative work location on either a Regular and Recurring, or Intermittent/Ad Hoc basis.

d. Teleworker/Telecommuter. An employee who performs job responsibilities away from the normal workplace at an approved alternative work site.

e. Telework Request for Participation. A formal written request by an employee to his/her immediate supervisor for participation in the program together with the supervisor's written response. The request form is available in the Appendices.

f. Self-Certification Alternative Work Site Safety Checklist. A checklist designed to assess the overall safety of the Teleworker's alternative work site. The checklist is completed via self-certification and attached to the employee's Request for Participation. The checklist is available in the Appendices.

g. Telework Employee and Supervisor Agreement. A written agreement, completed and signed by an employee and appropriate official (usually the immediate supervisor), that outlines the terms and conditions of the Telework arrangement. A copy of the agreement is available in the Appendices.

h. Telework Coordinator. Ombudsperson for the District Telework program, who is a resource for both employees and supervisors.

i. Normal Workplace. The site/location where an employee normally performs work when not on Telework (e.g. cubicle in office at 333 Market St., Baseyard, Lake Sonoma, Lake Mendocino, Eureka) or in the field, in training or on TDY.

22.8 **References** (subject to change)**:**

a. Public Law 106-346, Sec 359: http://www.telework.gov/documents/legis.asp

b. Department of Defense Telework Policy: http://www.telework.gov/dodpolicy.htm.

c. Department of Defense Telework Guide: http://www.telework.gov/dodguide.htm.

d. AR 25-1, The Army Information Resources Management Program: http://doim.army.mil/DOIMdoctemplate.cfm?doimdataid=106.

e. AR 380-19, Information Systems Security: http://www.fas.org/irp/doddir/army/ar380-19/toc.htm,

f. CEHR-D Memo (dated 1 March 2002) Subject: Telework

g. CESPN OM-690-x-x, Hours of Duty, Alternative Work Schedules

Appendix E

1 – Six Easy Steps Telework Quick Guide
2 – Request for Participation in the Telework Program
3 – Self-Certification Alternative Work Site Safety Checklist
4 – Employee and Supervisory Telework Agreement
5 – Notice of Modification or Termination of Telework Agreement

ARTICLE 23: SAFETY

23.1 **General:** Management and the Union agree that Employees are entitled to a safe, healthy work environment and that such an environment is beneficial and helps prevent lost work time due to illness or injury. The parties recognize that productivity and morale are affected by the work environment. Management will endeavor to provide and maintain safe working conditions and a safe, healthy work environment. The Union will encourage Employees to work in a safe, healthful manner.

23.2 **Safety Committee:** The Union will be authorized one representative on any Safety Committee established by the District as a participating member.

23.3 **Health Programs:** Management and the Union agree that the mission is best served by maintaining a fit and healthy workforce, and that productivity and morale are affected by the health of the Employees.

a. Open Season: All employees will be notified in advance of open season for Health Plans. Subject to available funding and approval of the District Commander, a health fair may be provided for Employees to meet with health provider representative and they may attend during duty hours.

b. Substance Abuse and Counseling Programs: See Articles 24 and 31.

23.4 **Fit-to-Win (F2W) Program:** The F2W Program shall be in accordance with applicable laws, rules, and regulations. The F2W program is a command sponsored formal health fitness program approved by the District commander. Any proposed changes to the program shall be negotiated with the Union in accordance with Article 3 of this Agreement. The Corps and participating medical and health agencies will hold all medical records generated in the F2W program confidential.

a. The F2W Program consists of 3 phases, the first two of which occur on a one-time basis, and is managed by the contracted Wellness Fitness Coordinator (WFC) located at the main District office. Off site Employees will coordinate by phone/fax or alternative means. The program phases are as follows:

(1) F2W Phase 1. Phase 1 is designed to determine if an Employee is physically fit enough to proceed to Phase 2 (the fitness program). Employee makes an appointment to meet with WFC during normal duty hours to complete the paperwork, do a health profile, cardiac risk profile and arrange for glucose and cholesterol testing. Employees may arrange glucose and cholesterol testing at the contracted Health Unit at District expense and during their normal duty hours – or – elect to have it done at a medical facility of their choice, at their own expense and on their own time.

(a) Depending on the outcome of Phase 1, Employees will be considered “fit” and placed in the green light group, or considered “at risk” and placed in the red light group.

(b) The green light group may proceed to Phase 2 without restrictions.

(c) Individuals in the red light group are required to see their private physician for treatment or follow-up (at own expense) if they desire to proceed to Phase 2.

(d) Upon a red light District Employee's completion of treatment or follow-up by the private physician, their results will be reviewed by contracted Health Unit physicians for clearance to proceed to the next phase of the program.

(2) F2W Phase 2. Employee participates on a one-time basis in an eight week structured and supervised program, with supervisory approval, implemented during their normal duty hours. Employees will be allowed up to one hour of duty time, three days per week to work out (for up to 8 weeks) to officially join the program. This may include eight 20-minute training sessions with the WFC. Employees are required to check-in and coordinate with the WFC (by Phone/Fax or alternative means for off-site Employees).

(3) F2W Phase 3. Phase 3 takes place after the initial 8 weeks. Employee continues F2W program at the Market Street work-site facility at no additional cost, however, the time spent on the program will be non-duty time (e.g., lunch periods, before or after work). They may also be eligible to participate in a designated community Health Club facility with some monetary assistance, as described below.

b. Subject to availability of funds, the District commander may authorize up to 75%, but not to exceed $250.00 per year towards an Employee's outside health club membership. Employees may check with the WFC to ensure the outside health club they wish to join is an appropriate facility before they join. The Employee must first join the outside health club and bring the membership contract (or bring a copy of current membership contract) with them to meet with the WFC. The WFC reviews and certifies that it is an appropriate facility. The Employee then submits the paperwork to the District Commander's designee to arrange for payment of this benefit to the outside health club. The Commander or designee will periodically check with the WFC and ensure the outside health club is attended regularly in order to continue the annual benefit. If it is found that the outside facility is not regularly attended (e.g., at least twice a week, not including times when in a leave or TDY status) this benefit will not be renewed. The District Commander may annually renew the allocation for Employees who have been going to a outside health club on this program.

23.5 **Required Medical Examinations:** Required medical examinations will be performed at no cost or charge to Employees. (See also Article 27, Divers and Debris/Drift Removal Boat Operations)

23.6 **First Aid Kits and Fire Extinguishers:** Management will provide a reasonable number of updated and stocked first aid kits, but no fewer than those already in place,

at each District site, including boats as required by applicable laws, rules, and regulations. Management will provide, or cause to be provided, the appropriate number of working fire extinguishers for each District function as required by applicable laws, rules, and regulations.

23.7 **Life Safety and Disaster Plans:** Should an emergency occur, the District will implement its Life Safety Plan and Disaster Response Plans to ensure the safety of all Employees and provide an orderly method of dealing with emergencies, such as earthquakes, fires, bomb threats, terrorists, medical emergencies, workplace violence, etc., and the aftermath. Management will maintain a copy of the District's Life Safety Plan and Disaster Response Plans on its Intranet site where Employees and the Union can review or print it. Employees will be reminded of this plan on an annual basis. Management will forward notice of building fire or evacuation drills to all Employees.

a. Earthquake. Updated earthquake emergency cabinets will be available for each floor at 333 Market, and at each of the District's other sites.

b. Fire. Fire drills will occur as provided by building management (if the building is not owned by the Corps), but no less than once a year; or, at least once a year if the Corps owns the building. All employees will be encouraged to take part in such drills.

c. Other Emergency Procedures. If required by law, rule or regulation, Employees will be reminded annually of any other emergency procedures and copies will be available to Employees and the Union on the Intranet. Employees will be encouraged to participate in any resulting drills.

23.8 **Training:**

a. Required Safety Training. Required Safety Training shall be offered on official time and at no cost to Employees as needed for certification and to maintain a safe and healthy working environment. (See also Article 27, Divers, and Debris/Drift Removal Boat Operations)

b. CPR. Management will provide training to interested employees and encourage them to learn CPR techniques. The training will be provided at least annually, on official time, with no cost to the Employee, subject to supervisory approval.

c. Other training and information. Other health promotion, disaster and disease prevention information, presentations and classes will be made available with timely notice to Employees.

23.9 **Incapacitating Illness While at Work:** Management will endeavor to assist Employees in acquiring transport home should it become necessary for an employee to leave work and return home due to illness or incapacitation, and the employee would have great difficulty returning home unassisted. Management will arrange for emergency services and transport to a medical facility in the case of an emergency or equivalent incapacitating illness that requires immediate medical attention. Management may allow a reasonable amount of time, without charge to leave, to any employee providing transportation.

23.10 **Requesting a Workspace Safety Audit (Ergonomics):** The safety audit process includes all concerns dealing with an employee's immediate or general workspace, including computer and mouse usage and the best way to set up a computer station that fits the Employee. The safety audit can also include the safest manner in which to approach a job or the safest and best tool to accomplish the task without undue physical harm or injury to the Employee. There may be cases when budget constraints do not allow reasonable or immediate ergonomic corrections. In this case, Management may assign alternate duties on a short-term, temporary basis until the ergonomic issue can be reasonably resolved. Also see Article 33.

a. Should an employee desire a safety audit of his/her job or workspace, the request will be forwarded via e-mail to their immediate supervisor, District Ergonomic Coordinator, and the safety officer.

   (1) The immediate supervisor, District Ergonomic Coordinator, safety officer, or all, shall inspect the job or area for safety.

   (2) This inspection shall be carried out promptly, but no later than 10 workdays from the date of the request.

   (3) If the immediate supervisor or the safety officer can address the safety or health question, they shall respond to the employee via e-mail as soon as practicable, but no later than 10 work days from the inspection. They may also respond verbally to the employee, but that is in addition to, not in place of, the written response.

   (4) If the supervisor or safety officer requires further information, they may do research, or conduct a second inspection of the workspace within the ten-day window allowed for a reply.

   (5) If the safety or health question cannot be settled by the immediate supervisor and District Ergonomic Coordinator, the matter will immediately be referred to the District Safety Officer for resolution. If still not resolved, the Safety Officer will immediately refer the matter for resolution to the employee's supervisory chain to the District Engineer, prior to going to the Occupational Safety and Health Administration (OSHA), or other appropriate authority, unless the Safety Officer deems it necessary to go to another authority immediately.

(6) When a copy of safety inspections are given to Bargaining Unit Employees a copy will also be forwarded to the Union at the same time.

b. If the employee feels a condition is so severe that even short term exposure to such conditions would be detrimental to healthy and safety, he/she should report the circumstances immediately to the immediate or cognizant supervisor, safety officer, or in their absence, the condition shall be reported up the chain of command to the supervisor capable of promptly resolving the problem with respect to the Employee's health and safety. No employee will be required to work in an unsafe condition.

c. Employees shall be able to request safety audits without fear of reprisal.

23.11 **Reporting an Unsafe Condition:** In the course of performing their work, Employees and Management shall be alert to unsafe or unhealthy conditions.

a. If such a condition is observed:

(1) It shall be reported to the appropriate supervisor.

(2) The appropriate supervisor shall inspect the job or area for safety. This inspection shall be carried out promptly, but no later than 10 work days from the date of the request.

(3) If the safety or health question can not be settled by the appropriate supervisor it will immediately be referred for resolution to the employees next line supervisor, the Occupational Safety and Health Office, or other appropriate authority.

b. If the unsafe condition is of a severe nature it shall be addressed and resolved immediately. If the unsafe condition poses a threat to employee's immediate health, life or safety, work will be suspended until the condition has been resolved. In such cases, if an appropriate supervisor or safety officer is not available, the condition shall be reported up the chain of command to the supervisor capable of promptly resolving the problem with respect to Employee's health and safety.

c. Employees shall be able to report unsafe conditions without fear of reprisal.

23.12 **Safety Clothing and Equipment:**

a. Management will provide, purchase or reimburse reasonable expenses to Employees for safety clothing and equipment whenever it is required for safety or occupational health purposes to perform their official duties. This includes, but is not limited to: hard hats, steel toed boots, ear plugs, safety glasses, rain gear, life preservers, etc. Reasonable duty time and government conveyance will be authorized upon supervisory approval for Employees to purchase required safety items.

b. Employees will only be required to wear safety clothing and equipment for safety or occupational health.

c. No employee shall be required to work without the proper safety clothing and equipment.

d. No employee shall be sent on emergency duty, without the full and proper safety clothing and equipment required for the emergency in question.

e. Management will make efforts to ensure that Employees will be trained in, and are responsible for, the proper wear, use and maintenance of personal protective equipment.

f. Employees are responsible to notify their immediate supervisor and management if they become aware of occupational changes or control measures required to perform their official duties in a safe and healthy manner.

23.13 **Potentially Hazardous Work:** To the extent possible, an employee who is engaged in work which is potentially hazardous shall not be required to work alone or beyond the call and observation of other employees. Management will endeavor to ensure that Employees shall not be sent alone into potentially hazardous conditions.

23.14 **Potentially Hazardous Materials:**

a. No employee will be required or permitted to handle potentially hazardous materials without the proper training and information as prescribed by applicable laws, and government-wide regulations.

b. Employees will be made aware of any exposure to hazardous materials as required by the Occupational Safety and Health Administration (OSHA) Right to Know Act and applicable regulations.

c. Management will make every reasonable attempt to ensure hazardous and/or poisonous substances are properly marked, labeled and stored in accordance with Federal labeling and storage regulations. Upon discovery of non-compliance, Management will immediately initiate corrective action to ensure proper compliance with Federal regulations.

23.15 **Accidents, Injuries, Occupational Illness and Fatalities:**

a. Reporting Accidents, Injuries, or Occupational Illness.

(1) Employees shall report an Accident or Occupational Illness as soon as possible to their immediate supervisor, and, complete and submit all applicable Office of Workman's Compensation Program (OWCP) forms (e.g., CA-1, CA-16, etc.).

(2) If the appropriate supervisor is unavailable, the Employee will report to the next available supervisor up the supervisory chain.

(3) If an employee is unable to contact their supervisor due to the nature of their accident or illness, a co-worker or family member may inform the immediate supervisor.

(4) Management agrees to provide employees with adequate duty time and assistance in processing OWCP claims with the under the Federal Employees Compensation Act (FECA).

(5) Management shall expeditiously process and forward all documentation required which is within the agency's control.

(6) At the employee's request, copies will be sent to the Employee, the Union or another personal representatives of the employee's choice.

(7) Should an employee's injury or illness result in a temporary or permanent disability, Article 33 of this Agreement will apply if appropriate.

b. Reporting Fatalities and/or Serious Accident.

(1) Non-injured Employees who observe a serious accident or fatality shall report the incident immediately, or as soon as practical if engaged in life saving attempts, to the appropriate supervisor, or, if they are unavailable, the next available supervisor up the supervisory chain.

(2) If there is no appropriate supervisor available on site, the Employee shall report the fatality or serious accident upon access to a phone or e-mail. If the serious accident or fatality occurs after normal duty hours, a good faith effort will be made to reach someone in the chain of command, but if it cannot be done a phone message or e-mail message may be used.

(3) Employees will not be considered negligent for not immediately informing Management of a serious accident or fatality if suffering from shock, engaging in life saving attempts, receiving medical treatment, or inability to access a phone or e-mail.

(4) No release to the media or public will be made until next of kin has been notified.

(5) The union will be notified as soon as practicable.

(6) Management will consider allowing a union representative to serve on the investigative team.

(7) Notice of fatalities will go through the USACE chain of command and be in accordance with applicable laws, rules and regulations. OSHA will be notified immediately of any fatal accident involving a contractor or a high number of Federal Employees.

(8) The accident will be investigated with all due speed and diligence.

(9) Management agrees to provide the family member(s) of Employees severely injured or killed in a serious accident with assistance in processing claims under the Federal Employees Compensation Act.

(10) Management shall expeditiously process and forward all documentation required which is within the agency's control.

(11) The union will be provided copies of all reports and investigations upon request, in accordance with the Statute (5 USC 7114 (b) (4)), after the management review process is complete, normally within 60 days of completion of the investigation.

c. Availability of Reports. Management will provide the Union with copies of its annual summary reports of occupational accidents involving Employees, upon request and in accordance with the Statute.

23.16 **Safety Inspections:** The Union will be notified in writing of any safety inspection(s) regarding Employee working conditions or practices at the time they are scheduled by Management (this may be by e-mail to the Union Officer distribution list). This notice will provide the opportunity for a representative designated by the Union to accompany Management during the safety inspection. It is understood that this does not apply to project inspections such as levees, jetties, etc.

23.17 **Employee Injury Compensation Program:** The parties recognize that, at the time of injury, employees are greatly stressed and vulnerable. Management will make a diligent effort to assist employees in navigating the injury compensation process and procedures. The intent of this section is that the injured employee will be given every assistance and entitlement due them under law, rule and regulation. This will include representatives of Management counseling injured employees in their options under the system for pay and time off.

ARTICLE 24: EMPLOYEE HEALTH PROGRAMS

24.1 **Employee Assistance Program (EAP):** An Employee Assistance Program will be made available for Employees to assist in identification and rehabilitation of alcoholism, drug abuse, or other problems which affect job performance. For example:

a. Substance Abuse Programs. Employees will have access to Employee Assistance Programs such as cessation programs for alcohol or controlled substance abuse will be available to Unit members without fear of reprisal.

b. Counseling Programs.

(1) General Counseling. The Counseling Program will be available to Unit members without fear of reprisal.

(2) Grief Counseling. In case of the death or suicide of an employee Management shall provide a grief counselor for employees upon the employee's request. Employees may see this counselor during duty hours and without fear of reprisal. The family of the deceased Employee may also make use of the grief counselor.

24.2 **Management Referrals to the Employee Assistance Program (EAP):** When Management refers an Employee to EAP, prior to any discussion with the Program Counselor, Management will advise the employee of their purpose for the referral, what impact, if any, the discussion could have on the employee's federal service career (i.e., that a security clearance could be revoked, or what details of the conversation may be reported to management, etc.) and what the impact would be if the Employee refuses to go.

24.3 **Employee Health Program:** Management will, to the extent practicable, and available locally from government sources, continue to offer whatever health services are obtainable for Employees. In any work location where health facilities are not available on the premises, Management agrees to provide and maintain standard first aid kits.

ARTICLE 25: CONTRACTING OUT

25.1 **General:** This Article concerns any contracting out of work that adversely impacts bargaining unit employees, whether it is initiated under A-76 procedures, Commercial Activity procedures or another authority, including personal service contracts, that is normally performed by bargaining unit employees, or other work having impact on bargaining unit employees. This article does not impact specific work, historically contracted out by the District as a normal business practice (such as dredging contractors) prior to March 2003, or the use of contract employees to meet temporary needs unless an existing Employee is able to accomplish the work and meet their normal and additional mission requirements. The parties recognize the impact that contracting out bargaining unit work may have on affected employees, and agrees that contracting out of work will be accomplished in accordance with applicable laws, federal-wide rules and regulations. Management agrees to keep the Union fully informed of its decisions regarding the contracting out process and include the Union in the contracting out process where applicable. At the request of the Union, and in accordance with the Statute, Management agrees to provide copies of any relevant materials or information used in the contracting out process in addition to those requested in this Article. A-76 procedures to contract out work are not grievable under this agreement.

25.2 **Prior to any Decision:** The Union will be notified in writing at least 11 workdays, in accordance with Article 3 of this agreement, prior to the proposed beginning of a cost comparison study that could lead to any contracting out of work that may adversely affect bargaining unit employees. This notification shall include, but not be limited to, providing specific information about how the process will occur, what bargaining unit position(s) may be impacted and how these impacts may be modified. If the Union chooses to negotiate, all timeframes will be held in abeyance pending completion of Statutory bargaining rights.

a. Management agrees to consider any input from the Union as to how work and materials could be re-organized in a more efficient manner, and/or Union developed alternatives to contracting out work (such as restrictions on new hires, alternative cost saving methods, and additional fund generating procedures). This input will be considered in any decision to contract out work affecting bargaining unit employees.

b. The Union will be given the opportunity to be present during any formal meeting or discussion(s) with bargaining unit Employees by Management officials or representatives concerning the contracting out of work affecting bargaining unit employees at all stages of the process.

c. Management will continue to keep the Union informed on the current status of contracting out efforts.

25.3 **Concurrent with any Decision:** Concurrent with any decision to contract out any work impacting the bargaining unit, Management will inform the Union in writing, stating the reason(s) why contracting out of work is occurring. Management will provide all Employees adversely impacted by this decision with written notice of the decision no less than sixty (60) calendar days prior to the implementation of contracting out of any bargaining unit work. The notice will specify the rights of appeal, if any, of the Employee; and any benefits (pay, training opportunities, job programs, etc.) if any, the Employee may be entitled to receive. Management will make a diligent effort to mitigate the impact of the contracting out of work upon bargaining unit employees.

25.4 **In Case of Appeal:** Management will delay the implementation of the decision to contract out work until a final decision has been reached upon appeal by the Union in accordance with applicable laws, rules, and regulations.

25.5 **Meetings:** In the event of contracting out, the Union will be included in all meetings open to employees or the public involved in the contracting out process, including, but not limited to, pre-bid and bid openings, and all other functions of the process. Union representative(s) attending these meetings will be on official time. This provision refers to general meetings, not the internal deliberations and decision-making process of Management officials. Management will hold informational meetings with Employees of the affected office/unit/organization(s) to keep them informed of what the overall intent is and how it will affect the Employees, the District and the mission.

25.6 **Minimizing Impact:** In the event of contracting out, Management and the Union will work with local, state and federal resource personnel to minimize the impact of the contracting out of bargaining unit positions. This will include, but not be limited to access to outplacement services, such as meeting with human resource personnel to assist Employees in finding new employment, and allowing employees access to Management's facilities to develop resumes and seek new employment. Employees will be allowed reasonable use of normal office equipment such as, but not limited to, computers, fax machines, copiers and telephones as long as it does not adversely impact mission accomplishment. Management will grant employees a reasonable amount of duty time to perform these activities upon advance approval of their supervisor. Affected employees will be offered all applicable federal programs (such as the Priority Placement Program, etc.) they are entitled to access. All other RIF benefits and options will apply per Article 18 and applicable laws, rules and regulations. (See also Article 18.11, 18.12, 18.13 and 18.16 of this Agreement. Other portions of Article 18 may also apply as necessary.)

ARTICLE 26: ORIENTATION OF NEW EMPLOYEES & TOWN HALL MEETINGS

26.1 **Orientation of New Employees:** A Union representative will be given an opportunity to be present and to speak at any group orientation session and Town Hall meeting as part of the session. In addition, the Employees in attendance who wish to remain will be given the opportunity to meet with the Union representative to ask any questions during a 15-minute period immediately following the session. Any official time granted for this 15-minute period will be used in accordance with Article 7 of this Agreement (Use of Official Time) and the Statute.

26.2 **Union Brochures to New Employees:**

a. The Union may distribute Union informational packets that include matters of mutual interest to the parties to new Employees as part of their new Employee orientation.

b. Management will distribute a copy of this Agreement to new Bargaining Unit Employees during District in-processing.

26.3 **Monthly List of New Employees:** Management shall furnish the President of the Union each month the following information regarding all new Employees of the Unit:

a. Full name.

b. Position title and grade.

c. Organizational assignment.

d. Date entered on duty.

ARTICLE 27: MISCELLANEOUS PROVISIONS

27.1 **Fair and Equitable Treatment:** The parties agree that all bargaining unit employees will be treated fairly and equitably in the application of laws, rules, regulations and this Agreement.

27.2 **Cleanup Time:** Management will authorize cleanup time when it is required for the health and safety of Employees or efficiency of mission accomplishment. Reasonable amounts of time will be permitted prior to breaks, lunch or the end of the workday. Management will declare a general cleanup day as needed. Employees will be informed of a cleanup day no later than one-week prior. If someone is not in the office on a cleanup day, they will be afforded an alternate day.

27.3 **Eating - Considered Hours of Work During Emergencies, While Confined to a Boat and Attending Brown Bag Lunches:**

a. Where employees are required by Management to consume meals at their workstation rather than their normal meal practice for the type of work being performed, due to circumstances that arise requiring the employee's presence at their workstation, the Employee will be considered on duty time. This does not apply in situations where the lunch period is adjusted to a different time or location within the work period.

b. Brown bag lunches are defined as a time period where Management authorizes up to 29 minutes of time away from regular duties in addition to the Employee's regular lunchtime to eat their lunch while participating in an informal informational session (e.g., such as someone who returns from TDY and wants to show what they did). Brown bag lunches for Employees will not be used to provide training required to perform their regular duties. Employees who are required to attend Brown Bag lunches will be compensated for their lunchtime in accordance with laws, rules and regulations. This does not apply in situations where the lunch period is adjusted to a different time or location within the work period.

27.4 **Mentor Program:** First line supervisors are responsible for mentoring or assigning volunteer mentors to employees upon arrival or upon relocation from one office to another or as otherwise determined by Management. A more formal Mentoring Program may be developed and implemented by the Partnership Council (see Article 29 and Appendix G).

27.5 **Telephone and Electronic Communications on TDY:** The parties agree that personal telephone calls, while traveling on government business are in the interest of both parties when they are of reasonable short duration and for the primary purpose of establishing a method of contact in case of emergencies. Such calls benefit moral, improve the welfare of the Employee and family, and allow greater concentration on work assignments. The parties also agree that it is appropriate to reimburse the Employee for these telephone calls, to the extent allowed by law, rules and regulations. Hotel charges for electronic communications required to accomplish the mission will be reimbursed.

27.6 **Telephone Credit Cards:** Telephone Credit Cards will be made available to Employees who are TDY, go into the field or perform their work at an approved Telework site or who otherwise are not at a government worksite and need to accomplish their work by phone. Telephone credit cards are for official calls and will not be used for unauthorized purposes.

27.7 **Standby Pay: (Also see 19.2e):**

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 for those Employees who perform these functions on a recurring basis while off duty. 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 with limitations on the Employees activities so substantial that the Employee cannot use the time effectively for his or her own purposes. 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 and remain within a reasonable callback radius. 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 for those Employees who are required to carry a device on a regular and recurring basis while on or off duty. The employee will be entitled to compensation for required work performed outside of normal duty hours as a result of messages received.

c. Employees required to be in standby or on-call status will be notified of the following conditions:

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

(2) Requirements regarding responses to a pager, radio or cell phone;

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

(4) Whether the employee must remain in a specified location or reasonable call back radius.

d. The supervisor will provide reasonable notice of when an employee will be placed in a stand-by status. Management will endeavor to not piecemeal standby time usage and consolidate to avoid constant standby and limitation on Employees.

27.8 **Public Transportation Subsidy:** The parties agree that transportation subsidies are of significant value to both Management and Employees. Employees will receive the maximum amount of public transportation subsidy allowable by law. New Employees will be eligible immediately for the subsidy. Every effort will be made to assure that anyone not available at the time of the subsidy distribution receives their subsidy at the earliest available date or as soon as paper work can be processed.

27.9 **Insurance for Government Property Damage or Loss:** The Government will assume responsibility for property damaged or lost by Bargaining Unit Employees unless it is reasonably determined that there was negligence and undue diligence on the part of the Employee to reasonably protect government property. For example, an auto accident where alcohol or drugs impaired a driver would be considered negligence. An accident due to fog or other weather related problem where an Employee exercised diligence, caution and judgment consistent with the existing condition may not be considered negligence. Loss of property due to theft or other unintentional means, where an Employee exercised diligence to reasonably protect government property may not be considered negligence. Grey areas must be considered on a case-by-case basis and the Employee will be given the benefit of the doubt to the maximum extent, especially on a first offense, consistent with applicable laws, rule and regulations.

27.10 **Official Personnel Folders (OPF):** The Employer agrees that employees have the right to periodically review their official personnel folders on official time, normally no more than twice a year. Upon the request of the Employee, Management will request the OPF from the CPOC normally within 3 working days. Within 3 working days of receipt of the OPF from the CPOC, Management will notify the Employee and allow them to review the file in a location and with oversight sufficient to maintain the chain of custody. Chain of custody will be maintained by a Human Resources (HR) representative or liaison. Normally, the file will be reviewed at the HR representative's office with sufficient privacy. In some circumstances such as during a RIF or multiple Employee requests, Employee OPFs may be brought to remote locations for Employee review. Any travel that may be required for an Employee to view their OPF will be on official time, for which the Employee will be reimbursed in accordance with 5 CFR 551.422. Management will submit Request for Personnel Action (SF-52; RPA) to document details for 30 days or more in Employee OPFs.

27.11 **Library Use:** The Employer agrees to make the materials of the Corps Library readily available to Bargaining Unit Employees for mission related business.

27.12 **Charity Contributions:** The Employer and the Union mutually agree that Employees in the Unit will be encouraged to participate in authorized charity drives such as the Combined Federal Campaign (CFC); however, in no instance shall any Employee be coerced by the Employer to contribute to any charity, nor will reprisal action be taken against an Employee who refrains from contributing.

27.13 **Employee Desk/Workstation, File and Locker Inspections:** Normally, Management will not go through Employee desks/workstations, files or lockers without the Employee being present. An exception may be only to retrieve shared work files or products. Management may box up or move an Employee's desk, file or locker contents for Employees unavailable due to an extended absence for mission related purposes only. If the Employee reasonably believes the inspection could result in disciplinary or adverse action, they may request a Union representative be present. Management will give the Union the opportunity to be present or postpone its inspection for up to one hour. Incidents involving outlying offices will normally be handled by an onsite Steward, however, if unavailable, additional time may be required to obtain Union representation. Inspections conducted for security purposes under law, rule and regulation are an exception to this process, however, Weingarten rights will apply to any investigative interview.

27.14 **Lunch Room:** The parties agree to establish a lunch room. The details of where and how will be established in the Partnership Council. This area will contain at least 2 conference size tables no less than 4' x 6' and 10 or more chairs. It may be used by Bargaining Unit Employees during any non-duty time to get away from their work area. Management will maintain this area in a clean and healthy condition (by building maintenance).

27.15 **Employee Privacy Act – Emergency Contact Information:**

a. Employee Privacy Act. Supervisors are required to ensure their Employee's Privacy Act information is maintained in accordance with laws, rules, and regulations. They will ensure that lists of names with social security numbers, phone numbers and/or addresses will not be passed around from one Employee to another. Appropriate precautions will be taken to avoid other Employees from viewing any Privacy Act information.

b. Employee Emergency Contact. Employees will be responsible for updating Emergency contact information in systems such as CEFMS, ENGLink, and Army Knowledge Online (AKO) initially and as information changes. Employees will also review their information annually.

27.16 **Child Care Subsidies and Facilities:** Due to legal constraints, child care facilities cannot be provided at the District headquarters (333 Market St.). Management will endeavor to provide space/facilities for a Federally sponsored child care program if sufficient need and funding (including funds generated by the facility to support itself) exists at any facility that does meet the legal constraints. This does not mean that Management has to run the facility. Any program that result from this must be in accordance with applicable laws, rules and regulations.

a. Management, will inform Employees upon implementation and updates thereafter (i.e. through the auspices of HR, contract administrators such as SHPS, or other means as provided by laws, rules and regulations), of any Federal programs impacting child care, Federal child care facilities, and child care subsidy programs available to District Employees. This information will include, but not be limited to, how the programs can be used, who is eligible, deadlines, costs, changes in programs and how to apply for them.

b. Management will assist Employees, upon request, in obtaining child care subsidies as provided for by laws, rules and regulations. See Appendix M for information on child care facilities and subsidies.

c. Employees should use applicable family leave procedures related to entering their child(ren) into Federally sponsored child care facilities and/or applying for subsidies.

27.17 **Sausalito Baseyard and Bay Model Parking:** Adequate free parking will be provided at the Sausalito Baseyard and Bay Model. Parking areas will be paved and lined as conditions and funds permit. Reductions in current parking availability that affect Employees will not be implemented without notifying the Union and giving them the opportunity to negotiate in accordance with the Statute, except for security reasons.

27.18 **Divers:**

a. Safe diving conditions. (See District Dive Operations policy.)

b. Dive Pay. A diver will receive eight (8) hours of dive pay for any one-day of dive operations, even if the operation is less than eight (8) hours in duration. In the event a day of dive operations exceeds eight (8) hours, the remainder of the hours will be calculated on an hour-by-hour basis of pay.

c. Physical exams. Management will provide, or cause to be provided, the required annual physical exams for divers at no cost to the diver.

d. Required/Certification classes. Management will provide, or cause to be provided, in a supportive and diligent manner, all required diver/dive supervisor safety and certification classes. Management will provide CPR and first aide training as required by regulations.

27.19 **Debris/Drift Removal Boat Operations:**

a. Eating – See para 27.3 above.

b. Embarkation and disembarkation from Marine Quarters. Management agrees to furnishes gang planks, cut pathways, cover riprap, or other means to permit safe passage for boarding and leaving floating plants.

c. Required/Certification Classes. Management will provide, or cause to be provided, in a supportive and diligent manner, all required safety and certification classes required to accomplish the mission. Management will provide CPR and first aide training as required by regulations.

27.20 **Religious Observances:** An employee whose personal religious beliefs require that he or she abstain from work at certain times of the day or workweek must be permitted to work alternative work hours so that the Employee can meet the religious obligation. Management should not make any judgment about the Employee's religious beliefs or affiliation with a religious organization. The hours worked in lieu of the normal work schedule do not create any entitlement to premium pay (including overtime pay). The modifications in work schedules must not interfere with the efficient accomplishment of the agency's mission.

a. Employees should submit a written request (such as an SF-71) for an adjusted work schedule in advance, specifically stating that the request is for religious purposes, and should provide acceptable documentation of the need to abstain from work.

b. To the extent that such modifications and work schedules do not interfere with the efficient accomplishment of the agency's mission, Management shall in each instance afford the Employee the opportunity to work compensatory time and shall in each instance grant compensatory time off to an Employee requesting such time off for religious observances.

(1) For this purpose, the Employee may work such compensatory time before or after the grant of compensatory time off.

(2) A grant of advanced compensatory time off should be repaid by the appropriate amount of time worked within a reasonable amount of time.

(3) Compensatory time shall be credited to an Employee on an hour-by-hour basis or authorized fractions thereof.

(4) Appropriate records will be kept of compensatory time earned and used.

c. When granting compensatory time off, Management should simultaneously schedule the hours the Employee will work to make up the time. An Employee will be allowed to accumulate only the number of hours of work needed to make up for previous or anticipated absences from work for religious observances.

d. If an Employee is absent when he or she is scheduled to perform work to make up for a planned absence for a religious observance, the Employee must take paid leave, request leave without pay or be charged absent without leave if appropriate. These are the same options that apply to any other absence from an Employee's basic work schedule.

e. The overtime pay provisions, Title 5, USC, and the Fair Labor Standards Act (FLSA) 1938 as amended do not apply to Employees who work different hours or days because of religious observances, even if an Employee voluntarily works in excess of 40 hours per week or 8 hours per day. (5 USC 5550a and 5 CFR part 5550 subpart J.)

f. If an Employee is separated or transferred to another activity before using the time set aside for religious observances, any hours not used must be paid at the Employee's rate of basic pay in effect when the extra hours of work were performed.

27.21 **Business Cards:** Business cards may be created with government equipment and supplies in accordance with Appendix J.

27.22 **Public Transportation and Carpools:** Unlike many other Corps Districts and Divisions, the majority of SPN Employees do not drive themselves to work, but use some form of public transportation in order to reduce air pollution, traffic congestion, and energy consumption by reducing Employee commute trips. Management recognizes the value of using public transportation and carpools, and will endeavor to allow Employees to meet transportation schedules by allowing them maximum flexibility in accordance with this agreement and applicable laws, rules and regulations.

27.23 **Reimbursement for Immunization for Consenting Employees:** Employees that are required to receive immunization as part of the work requirement will be informed of Management's intent to make arrangements for immunizations in the notice informing them of the requirement to receive immunizations. If an Employee is not informed that Management intends to make arrangements for immunizations in the notice and the Employee receives the immunization at their personal health facility, they will be reimbursed for the immunization and doctor visit. If the District does not make reasonable arrangements for immunization at a contracted or government facilities, Employees may elect to receive the immunization at their personal health facility and will be reimbursed for the immunization and doctor visit in accordance with applicable laws, rules and regulations.

27.24 **Committee Memberships:** The Union shall be included on the committees that are identified in this agreement, committees that impact working conditions, and any other committees where Management determines that the Union may provide useful or helpful input. It is understood that meetings or committees that constitute internal Management deliberations are not appropriate for Union representative attendance.

27.25 **Windows 2000 (Win2K) Exceptions Procedure:** Installation of computer hardware and software will be in accordance with the Win2K Exceptions Procedure at Appendix H.

27.26 **District Websites Address:** Employees will have access to both the Internet and Intranet websites for the San Francisco District. Management will send out an initial e-mail notice to all Employees upon implementation of this agreement to let the Employees know the addresses of the sites. In addition, Management will send out an e-mail notice anytime these site addresses change. The website addresses will be included in the New Employee packet.

27.27 **Surcharge for Paper Airline Tickets:** Order issuing official will authorize additional surcharge costs for paper airline tickets on Employee travel orders when needed to meet government requirements or circumstances beyond the control of the traveler. Employee will bear the additional surcharge cost for paper tickets when electronic tickets are available if cost is incurred for personal convenience.

27.28 **Employee Moves:** The Union reserves the right to negotiate the move of any Employee or groups of Employees in accordance with the provisions of the Statute. The only exception is that Management may physically relocate Employees to different work stations where the move is voluntary, is comparable to their existing work area, does not involuntarily impact another Employee, and is wholly within the floor space assigned within their own lowest organizational code component (e.g. a section can only move within it's own section's floor space, a branch may only move within the branch area that does not impact a subordinate section, if there is one, etc.). All affected Employees will be advised of who and what will be moved prior to voluntarily agreeing to the move. First consideration will be given to Employees with seniority within the impacted area for work stations that are considered desirable.

27.29 **Pepper Spray:** Employees who are required to use pepper spray will be provided appropriate training and safety equipment and resources and are subject to the provisions of SPN OM (Appendix I). Management will notify the Union of any changes to the OM affecting Employee working conditions or practices and give them the opportunity to negotiate in accordance with the Statute.

27.30 **Preservation and Retention of Mission Related Data:** Supervisors and Employees are responsible for assuring the preservation and retention of mission related data when an Employee transfers, retires or otherwise leaves the Corps and will maintain files and data in accordance with policies, laws, rules and regulations. Supervisors should allocate adequate time to a departing employee to organize their data. Management will maintain all mission related data, documents and files in accordance with applicable laws, rule and regulations.

27.31 **Deployment of Civilians for Emergency Response - Voluntary:** Whenever there is a need to deploy bargaining unit Employees to disaster, emergency or other unforeseen response activities, Management will notify the Union as soon as they become aware of the need. Employees will be provided a minimum of 2 weeks notice (if possible), or as much notice as possible prior to actual deployment.

a. Qualified volunteers will be recruited for voluntary deployments. When there are equally qualified employees, the affected employees will first be given the opportunity to decide who will be deployed among themselves. If there is no resolution, the most senior by service comp leave date will be the one to go.

b. Employees who deploy will be provided adequate time allowed, usually 30 days, or as much notice as possible, for dealing with personal issues such as payment of bills including rent and mortgage (so they don't lose their domicile while they are gone), arranging for child care, obtaining prescription medication, arrange power of attorney, taxes, and other items that are included in the Deployment Guide and Checklist (Appendix K).

c. Management will provide Employees at deployment and upon request, information and assistance regarding benefits, services to dependants, available insurance options, adverse reactions to vaccination, etc. Management will maintain deployment information on their website and provide links to other beneficial sites.

d. Employees will be advised regarding the impact of the deployment on their personal health and life insurance disposition.

e. If a Union dues paying member is temporarily deployed and made part of another activity where they cease Union membership during the deployment period, they will automatically resume their allotments for withholding Union dues upon their return unless they specifically choose not to return to dues paying status. The Employee will be exempt from paying union dues during the temporary deployment and remain in good standing unless they choose not to resume dues deductions when they return.

27.32 **Deployment of Civilians for Emergency Response - Mandatory:** Whenever there is a need to deploy bargaining unit Employees to disaster, emergency or other unforeseen response activities, Management will notify the Union as soon as they become aware of the need. Employees will be provided a minimum of 2 weeks notice (if possible), or as much notice as possible prior to actual deployment.

a. Qualified volunteers will be recruited prior to any mandatory deployments. In the case of mandatory deployments, and when there are equally qualified employees, the affected employees will first be given the opportunity to decide who will be deployed among themselves. If there is no resolution, the least senior by service comp leave date will be the one to go. The Union will be notified of Employees exempted from mandatory deployment in consideration of the Employee being sole provider, single parent, primary caregiver or other unusual circumstances.

b. In the case of mandatory deployment, Employees will be advised on all options, requirements, health, insurance, concerns, responsibilities, etc. related to deployment.

c. In addition to paragraphs 'a and b' above, paragraphs "b, c, d & e" under "Voluntary" deployment apply to Mandatory deployment. Where there is contradictory language, the following will apply.

d. Should unforeseen issues arise that are not covered by this Agreement, Management will negotiate these issues in accordance with Article 3 of this Agreement.

27.33 **Flexible Spending Account Program:** The Flexible Spending Account Program will be implemented upon implementation of this Agreement in accordance with applicable laws, rules and regulations. This program allows Employees to set aside salary on a pre-tax basis to pay certain dependent care and medical-related costs through flexible spending accounts.

a. Uses of Account Program. The dependent care account, with a $5,000 annual limit, will be available for reimbursement of day care expenses for dependent children under age 13 and for dependent adults, including parents and siblings. The medical/dental account, with a $3,000 annual limit, will be available for reimbursement of dental, vision and certain other procedures not covered by health insurance, as well as for health plan deductibles, co-insurance and co-payments. Those who choose to use the program will be required to make a new enrollment each year and they will not be able to change their elections during a plan year except in the case of a "life event" such as marriage.

b. Employee Information. Management will inform Employees, upon implementation of this Agreement and upon request thereafter, (i.e. through contract administrators such as SHPS) of all rules and regulations covering this program, and any changes or proposed changes to it. This includes, but is not limited to: educating employees about the program, providing customer service, and how the program is integrated with agency payroll systems.

27.34 **Car Usage for Next Day Mission Requirement:** Employees acknowledge that taking a government vehicle home overnight is not permitted. Rental car use may be authorized by Management for local travel when advantageous to the mission requirement. When an Employee must use a government vehicle for a mission requirement, upon supervisory approval, the Employee may take the car the day before and park it overnight at a San Francisco District facility that is closer to their home so that they do not have to come all the way into the office to pick it up that morning. This will save valuable time and is advantageous to the government.

27.35 **Rental Car Insurance:** Rental car insurance provisions and procedures are in accordance with applicable laws, rules and regulations (such as AR 735-5). Employees on official approved TDY in either a rental or governmental vehicle are covered for liability while on official duty. Since some private vehicle insurance does not cover an Employee when they are using their vehicle for work purposes, they may want to consider using a rental or government vehicle for official duty. Should an Employee on TDY in the United States who is renting a car choose to buy insurance from a rental car company, the cost of insurance is not reimbursable.

27.36 **Outside Employment:** Employees shall have the right to engage in outside employment of their own choosing without being required to report to Management on such activities, except as required by law, rule or regulation of higher authority.

27.37 **Restrooms, Washrooms and Locker Rooms:** The Employer shall make a diligent effort to ensure that all restrooms, washrooms and locker rooms are maintained in a clean and sanitary condition. The Union recognizes that Employee cooperation is a key factor in facilities cleanliness, and will make a diligent effort to inform employees of problem areas addressed by the Employer.

27.38 **Hazard Pay:** Employees engaged in hazardous work, or work under special environmental conditions will receive Hazard or Environmental Differential Pay in accordance with applicable laws, rules and regulations. Employees who believe they are, or will be, engaged in a duty requiring Hazard Pay or Environmental differential pay will inform the appropriate supervisor. A supervisor may also initiate the request. Within 6 workdays, the supervisor will coordinate with the Human Resources and Safety and Occupational Health Offices and determine if the situation warrants additional payment. If determined to be appropriate, payments will begin at the beginning of the next full pay period and/or in accordance with all applicable laws, rules and regulations.

ARTICLE 28: REPRODUCTION AND DISTRIBUTION

28.1 **Agreement:** The Agreement will be printed in two different sizes. The 30 copies for the Union referenced below will be 8 1/2 X 11 inches and have 3-hole punches along the left margin. The remainder of the copies will be 4 1/4 X 5 1/2 inches. The Agreement will have a subject index in the back.

28.2 **Agreement Cover:** The color of the cover of the Agreement will be yellow. 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 IFPTE symbol and District symbol will both appear on the top of the cover.

28.3 **Format:** Each section will have an underlined title. Arial font, 12 point, type will be used for the half size Agreement and Arial font, 14 point, will be used for the full size Agreement.

28.4 **Distribution:**

a. Copies of this Agreement will be available in the Human Resources Office and from Union officers. Each new Management Official, Supervisor and Bargaining Unit Employee will be given the Agreement website and offered a hard copy of the Agreement during in-processing.

b. A copy of the Agreement will be maintained in the District's library. Management shall 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 Employees.

c. Management will furnish 30 copies to the Union. The beginning of each article of these copies will be preceded by a colored title page. The article number will be printed along the outer edge of the colored page. Management will provide 30 copies of the pocket size Statute, 5 USC 71, for distribution as the Union sees fit.

ARTICLE 29: PARTNERSHIP COUNCIL

29.1 **General:** Management and the Union agree to establish a Partnership Council. The Partnership Charter will be developed by the members of the Council as their first order of business utilizing the existing Charter (Appendix G) as its basis. Progress of the Council will be reviewed approximately 6 months after the effective date of this Agreement for effectiveness and improvements or changes will be made as mutually agreed. Other periodic reviews will be performed in order for the Charter to be a "living" document and to improve the workings of the Council.

29.2 **Procedures:** The Partnership Council will consist of three members designated by the District Commander and three members designated by the Union. Each member will have an equal voice, will bargain in good faith, and must have the authority to make binding agreements.

a. The Partnership Council will utilize Interest Based Bargaining (IBB) and consensus methods in partnership meetings and efforts.

b. Membership may be changed periodically upon written notice to the opposite party, however, it is understood that changes will be minimal to ensure consistency on the Council.

c. Observers or technical representatives may be invited by either party to participate in meetings or address the Council, however, they will not be active participants in Council deliberations or in the consensus taking process. Each party will be responsible to obtain approval from the other party for non-Council members such as observer and technical representative attendance at Partnership meetings.

d. Two Council members from each side will be necessary for a quorum to conduct meetings.

29.3 **Official Time:** Official Time will be granted to union representatives designated as Council members in accordance with Article 7 of this Agreement to attend Council meetings and conduct any other business authorized by the Partnership Council. Observers, technical representatives or other bargaining unit employees may be granted official time for participation in partnership activities only upon mutual agreement of the Council, with requests and coordination with their supervisors consistent with Article 7 of this Agreement. All bargaining unit employees using official time for partnership purposes will account for the time on their bi-weekly Time and Attendance sheet.

ARTICLE 30: PRE-NOTIFICATION OF UNFAIR LABOR PRACTICE

30.1 **General:** Management and the Union agree that prior to filing a ULP charge, they will discuss the issue(s) and attempt resolution. Both parties will comply with the following procedures prior to filing a ULP charge with the Federal Labor Relations Authority (FLRA)

30.2 **Procedures:**

a. An "Intent to File" will be provided by the Union to the Commander or designated representative or by Management to the Union President not later than 20 days prior to filing with the 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 shall indicate the basis of the alleged violation and the specific provisions of the 5 U.S.C. Section 7116 alleged to have been violated. The informal ULP charge shall be in writing and shall 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, they are to provide a copy of the informal charge to the Directory of Human Resources/Labor Relations. The 15 calendar day period shall begin upon receipt of the informal charge. When Management is the charging party, they are to provide a copy to the President of IFPTE, Local 86 or designee. The 15 day period shall begin upon receipt of the informal charge by the President or designee.

d. During this 15 calendar day period, both parties will meet in an attempt to informally resolve the alleged violation.

e. In the event 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 shall not preclude the parties from seeking a resolution of the charge.

ARTICLE 31: DRUG TESTING

31.1 **General:** The Union and Management recognize the importance of a safe workplace free of illegal substance abuse. Management and the Union also agree that all drug testing will be done in good faith and will not be a vehicle of reprisal or harassment to employees. The District drug testing program will be conducted in accordance with the guidance that Management deems appropriate, e.g., USACE Drug Testing Procedures (EP 600-1-3), current Army medical review officer (MRO) policy and procedure (see Appendix L), and applicable laws, rules and regulations. A Union designated observer shall be entitled to accompany Management whenever those officials inspect or tour a laboratory, a Union representative may observe all actions of the collection site monitor.

31.2 **Notification of Implementation:** At least 75 days prior to implementation of the drug testing program, Management will provide the Union with a copy of the testing plan including USACE Drug Testing Procedures (EP 600-1-3) and a proposed list of Employees and positions to be tested (to Union only), 60-day (to all Employees) and 30-day (to Employees in Testing Designated Positions subject to Random Drug Testing) notices that will be sent to employees. Upon implementation of the drug testing program within the District, the Union and all Employees will receive written notification of Management's intent to implement 60 days prior to the implementation date.

31.3 **Notice to Employees in Testing Designated Positions (TDPs):**

a. Employees occupying Testing Designated Positions (TDPs) subject to random drug testing will receive written notice of their inclusion in the program at least 30 days prior to implementation. (See Appendix L.)

b. Management will meet with the Union, upon request, (at least 60 days prior to implementation), to discuss any positions they feel should not be included or excluded from random drug testing. If the list changes, a revised list will be provided to the Union.

31.4 **Testing:** Drug testing collection of urine specimens, testing and chain of custody will be conducted under strict conditions in accordance with the guidance that Management deems appropriate, e.g., USACE Drug Testing Procedures (EP 600-1-3), current Army medical review officer (MRO) policy and procedure (see Appendix L), and applicable laws, rules and regulations. The nexus provisions of Article 11.2 of this Agreement apply.

a. Specimen Collection. Normally, collection will be done at an authorized collection facility. Every effort will be made to ensure privacy to the Employee. Employees subject to testing generally will be permitted to provide a urine specimen privately in a restroom or similar enclosure so that they are not visually observed while providing a sample by collection personnel of the same gender, who remain outside the stall. When collection personnel observe behavior clearly indicating an attempt to tamper with the specimen or when the specimen temperature is outside the normal range, the collector will take action in accordance with the guidance that Management deems appropriate, e.g., USACE Drug Testing Procedures (EP 600-1-3), current Army medical review officer (MRO) policy and procedure (see Appendix L), and applicable laws, rules and regulations.

b. Transportation to Collection Facilities. Management will provide reasonable transportation or public transportation tokens or passes (if required). To the extent possible, collection and travel to collection site will occur during normal duty hours without charge to Employee's leave. If collection and/or travel to collection site occurs outside normal duty hours, Employees will be compensated in accordance with applicable laws, rules and regulations.

c. Categories of Drug Testing. Procedures used for all categories of Drug Testing will be accomplished in accordance with USACE procedures:

(1) Reasonable Suspicion Testing. All Employees are subject to reasonable suspicion testing when there is a reasonable suspicion of on-duty use or on-duty impairment. Civilians in Testing Designated Positions (TDPs) are subject to testing when there is reasonable suspicion that an employee uses illegal drugs, whether on or off duty. Supervisors will initiate testing when they have an articulable belief that an employee uses illegal drugs drawn from specific and particularized facts and reasonable inferences from those facts. All due caution will be used by a supervisor to ensure the observed behavior is not due to reasons other than illegal drug use. Management shall provide written justification to an Employee subject to reasonable suspicion testing within 24 hours after testing upon request or in accordance with applicable laws, rules and regulations. Upon request, the Union will be provided a list of the number of Employees (by staff office) who have been tested using reasonable suspicion criteria. Reasonable suspicion testing may be based upon:

(a) Direct observation of drug use or possession and/or physical symptoms of being under the influence of an illegal drug;

(b) A pattern of abnormal conduct or erratic behavior;

(c) Arrest or conviction of a drug-related offense;

(d) Observation of drug use or possession and/or physical symptoms of being under the influence of an illegal drug provided by a reliable and credible source or independent corroboration; or,

(e) Newly discovered evidence that the employee has tampered with a previous drug test.

(2) Accident or unsafe practice testing. Employees may be subject to testing when there is an accident examination authorized by the District Commander based on circumstances of an accident where Employee actions are reasonably suspected of having caused or contributed to an accident that results in a death or personal injury requiring immediate hospitalization, or in damage to government property estimated in excess of $10,000.

- The Union will be informed of all accidents or unsafe practices that result in a death, personal injury requiring immediate hospitalization.

(3) Voluntary testing. Employees may volunteer for unannounced random drug testing to demonstrate their commitment to the Army's Drug Free Workplace goal and to set an example for other Employees. Once you have volunteered for this type of testing, you are added to the random testing pool and are subject to random testing at any time from then on.

(4) Follow-up testing. Employees who have successfully completed rehabilitation and/or are enrolled in rehabilitation for illegal drug use may be subject to unannounced follow-up testing in accordance with the guidance that Management deems appropriate, e.g., USACE Drug Testing Procedures (EP 600-1-3), current Army medical review officer (MRO) policy and procedure (see Appendix L), and applicable laws, rules and regulations.

(5) Applicant testing. Applicants tentatively selected for appointment to TDPs are required to participate in applicant drug urinalysis testing, which is designed to screen out applicants who use illegal drugs.

(6) Random testing. Employees in TDPs are subject to random testing imposed without suspicion that a particular Employee uses illegal drugs. Random testing is based upon statistically random sampling of Employees from each authorized testing pool.

31.5 **Deferral of Test:**

a. Testing deferral. A deferral of an Employee's random test may be authorized when the Employee's first line supervisor and next level supervisor concur in writing that a compelling need necessitates a deferral because the employee is: in a status such as annual leave, sick leave, scheduled day off, suspension, absent without leave, or continuation of pay; on official travel away from the work site or is about to embark on official travel that was scheduled before testing notification; or, performing a task or project that prevents the Employee from leaving the work site during the time the test is scheduled.

b. Supervisors will promptly notify the District Drug Program Coordinator who will reschedule the Employee for an unannounced test in accordance with the guidance that Management deems appropriate, e.g., USACE Drug Testing Procedures (EP 600-1-3), current Army medical review officer (MRO) policy and procedure (see Appendix L), and applicable laws, rules and regulations.

c. EAP providers may request that an employee be exempt from random drug testing for a period not to exceed 60 days while undergoing treatment as provided for in EP 600-1-3.

31.6 **Positive Tests Results:** The parties agree that due diligence will be exercised to ensure Employees are not adversely impacted by false positive test results in any way (such as in Employee's records or to reputation).

a. All positive test results will have a medical review by Medical Review Officer (MRO) contracted by the Army in accordance with the guidance that Management deems appropriate, e.g., USACE Drug Testing Procedures (EP 600-1-3), current Army medical review officer (MRO) policy and procedure (see Appendix L), and applicable laws, rules and regulations. The medical review serves as a critical safeguard in the drug testing program to ensure that positive drug tests resulting from foods and legitimate medications are not misinterpreted as illegal drug use. Should an employee choose, a Union representative may assist or accompany them during the medical review process.

b. Employee privacy and doctor-patient confidentiality will be maintained at all times during the medical review process and any other applicable phases of the testing procedure.

c. Employees disciplined due to an initial positive test result, where the test result is later discovered to be a false positive, will be made whole (e.g., be reinstated, receive back pay, have their record expunged of any disciplinary action, etc.), and have the right to pursue any applicable legal procedures for redress.

d. Any employee who is on sick, annual or other approved leave, TDY or otherwise on an approved absence from the office during the initial medical review process will have their review rescheduled to a time when they are available.

31.7 **Referral of Employees to Employee Assistance Program (EAP) and Discipline.**

a. In addition to any applicable personnel action and in accordance with Appendix L of this Agreement, Management shall refer any Employee found to have used illegal drugs to the EAP for assessment, counseling, and, if applicable, referral for treatment or rehabilitation. At the same time, Management will inform Employees of the consequences should they refuse to participate in counseling or rehabilitation.

b. Management shall give serious consideration to staying initiation of disciplinary action against any employee found using illegal drugs provided the employee does the following:

   (1) Voluntarily identifies themselves as a user of illegal drugs or who volunteers for drug testing before being identified through other means,

   (2) Obtains counseling or rehabilitation through an EAP

   (3) Thereafter, refrains from using illegal drugs (that may be evidenced by Follow-up Testing. See Appendix L and the provisions of this Agreement.)

c. Management has discretion in deciding what disciplinary measures to initiate.

d. An Employee who refuses to be tested, when notified in accordance with this Agreement, shall be subject to the full range of disciplinary action, including dismissal.

e. Mandatory removal of Employees will be initiated by Management after a second finding of illegal drug use by the final determination of the MRO.

ARTICLE 32: TRAVEL PAY AND PER DIEM

32.1 **Travel Time:** Travel time will occur and be paid in accordance with laws, rules and regulations. Non-exempt Employees fall under the Fair Labor Standards Act (FLSA) and exempt Employees fall under Title 5. Management will endeavor to assure that Employees will travel to the maximum extent on duty time. See Article 21.5h of this Agreement for hours of work while traveling.

32.2 **Travel Pay & Per Diem:** Per diem will be paid in accordance with published per diem rates for the TDY lodging location.

a. Advances.

(1) Government Travel Charge Cards (GTC Card). Employees who travel more than 2 times a year may apply for a GTC Card to be used as shown in 32.4 below Employees who travel more than 5 times a year are subject to mandatory use of the GTC Card. Advances for funds may be taken as cash advances from the card and any fees associated with the advance will be reimbursed as miscellaneous expenses on the travel voucher.

(2) Cash Advances/Checks. Special arrangements for cash advances will be made for employees who do not possess a personal credit card and do not qualify for a GTC Card. Employees who are eligible and offered a GTC Card, but decline, will not receive travel advances and will be responsible to fund their own travel (this does not apply to infrequent travelers not required to have travel charge cards, are not eligible to receive a card or have applied for a card but have not yet received it). Every effort will be made to schedule travel so that sufficient time is allowed to request and receive cash advances. Reimbursement of authorized expenses will be paid whether or not an advance is used. (See b.)

(3) Emergency Situations. When sufficient time is not available to obtain a cash advance in accordance with the previous two paragraphs, management will arrange for an Electronic Fund Transfer to an Employees personal account where they may access the advance using their personal ATM/debit card. Where access to ATMs, banks or other financial institutions is not available, Management will provide to the Employee, on a case-by-case basis, the means and resources to accomplish the mission without adversely impacting the Employee. This may include authorized travel funding options to access water, food, lodging, etc. at the TDY location. Prior to deployment (see Article 27.35 of this agreement), Management will ensure that deployed Employees know how to access these funds.

b. Travel Pay. Employees shall be compensated for Travel Time as authorized under Title 5 and FLSA. Normally, employees will not be expected to travel without being eligible for compensation. However, if the employee is expected to travel on government business without entitlement to compensation, they will be notified in advance and provided the reason(s) for non-reimbursement in accordance with applicable laws, rules and regulations.

c. Reimbursement. Employees will be reimbursed when they file their travel voucher for any authorized expenses. Employees on TDY longer than 30 days should file a interim voucher after the first 30 days.

d. Travel Vouchers. Employees will receive an advice notice when their travel voucher(s) settlement has been processed and is available to view and print in the CEFMS system. Employees will also receive an advice notice by e-mail to let them know the amount of their disbursement if by electronic funds transfer (EFT). No e-mail notice is sent for those receiving their disbursement by check. The check will be sent by regular mail.

32.3 **Timeliness of Approval/Certification Process:**

a. Travel orders must be issued in advance of travel except in rare or emergency circumstances and will be authorized in accordance with applicable laws, rules, and regulations. Supervisors will assure that approvals and certification of travel orders are done within five days of submittal. When Employees are required to travel and sufficient time is not available to wait for their supervisory chain to approve and certify travel orders, they may go to another authorized travel approving official to get approval or "After the Fact" confirmatory orders will be done and Management will notify the appropriate travel agency official to issue tickets without orders (if tickets are needed). Upon completion of orders, they will be faxed to the Employee.

b. Normally, Employees will complete and submit Travel Vouchers within five days of return from official travel for approval. Supervisors will assure that approvals of vouchers are done within five days of submittal to them.

32.4 **Travel Cards:** Employees who travel 5 times or less in one year are not required to have a GTC Card. When Employees use a GTC Card, the following policies must be adhered to. The GTC Card is to be used for official travel expenses including, but not limited to, transportation, lodging, meals and fuel.

a. Policy. The GTC Card must be used for commercial lodgings, commercial vehicle rentals and other official travel expenses, when practical for the employee.

b. Exceptions. Employee will use the contractor-issued government travel charge card for payments of expenses for official government travel, except centrally purchased airline tickets and the following GSA authorized exemptions from mandatory use:

(1) Expenses incurred at a vendor that does not accept the government contractor-issued travel charge card
(2) Laundry/dry cleaning
(3) Parking
(4) Local transportation system
(5) Taxi
(6) Tips
(7) Meals (when use of the card is impractical, e.g. group meals or the card is not accepted)
(8) Phone calls (when a government calling card is available for use in accordance with agency policy)
(9) An employee has an application pending for the travel charge card
(10) New employees (prior to card issue).
(11) In addition to the GSA government-wide exemptions above, the following classes of expenses are exempt from the mandatory use of the GTC Card throughout the Department of Defense:
    (a) All expenses covered by the "meals and incidentals" portion of the per diem allowance.
    (b) All local and long distance telephone calls.

c. Discretionary Use. The GTC Card must be used for commercial lodgings and commercial vehicle rentals when solely for government business. The government travel charge card can only be used for reimbursable expenses. All other official travel related expenses may be paid by a discretionary method. Commercial lodgings and vehicle rentals that are part official travel and part personal travel may be paid with the GTC Card only for the official travel portion. Cash or a personal credit/debit card must be used for personal travel portions of travel.

d. Credit Checks. Employees have the option of refusing a credit check by the contractor. If an Employee desires not to have a credit check, the Employee must clearly so indicate on the travel card application, as provided by the agreement between the contractor and the Department of Defense. If an Employee who currently has a card and is told that they now need a credit check to retain the card, they will be given the opportunity to decline the credit check and be subject to the restricted card limitations.

e. Discipline. In accordance with applicable laws, rules and regulations, Employees who deliberately and/or intentionally abuse, misuse or fraudulently use the government travel charge card will be subject to disciplinary or adverse action.

f. Reimbursement to Employee. The Employee will normally receive reimbursement of the travel expenses within 30 days after submission of a proper settlement voucher. Settlement reimbursements and late fees, if applicable, will be disbursed in accordance with applicable laws, rules and regulations.

g. Bank Card Payment through Travel Voucher Processing. Employees may elect to pay the credit card contractor in part or in full when filing their travel voucher. Employees will be encouraged to utilize the split disbursement option when filing travel vouchers in CEFMS to ensure travel charge card debts are paid in a timely manner.

h. Salary Offset. If an Employee becomes more than 90 days delinquent in paying their credit card bill, the credit card contractor may elect to receive automatic deductions of the amount owed from the Employees pay. This is called "Salary offset". Salary offset deductions from an employee's pay to reimburse the credit card company for undisputed overdue debts may, by law, not exceed 15% of disposable pay. For the purposes of settling debts with the credit card contractor, "disposable pay" shall mean 50% of the employee's net paycheck, the net paycheck being the residual amount after all customary deductions have been taken. A lower amount may be negotiated between the employee and the credit card company. The employer will provide reasonable assistance to the employee in cases of proposed salary offset.

i. Disputes. Employees who believe erroneous charges have been made to their GTC Card must dispute the charges with the credit card contractor by calling the number on the back of the card. Disputed charges are not required to be paid until after the dispute is settled if it is found that the Employee must pay any or all of the disputed amount. Disciplinary or adverse action will not be taken for GTC Card charges successfully disputed by an Employee or in cases of verifiable identity theft. Those remaining charges that the Employee still believes are erroneous, but were not successfully disputed will be taken into account on a case-by-case basis.

j. Training. Management will provide adequate training to any Employee requesting such in the use of the card. If there are additional substantial changes to the program, Management will provide group training as necessary after notifying the union and giving them the opportunity to bargain in accordance with the Statute.

k. Frequently Asked Questions (FAQs). Management will post instructional "Frequently Asked Questions" explaining the charge card program (including charges associated with the card) and any changes to the contract on its RMO website.

- sample of what should be on the website regarding the GTC Card:

Salary Offset BOA.doc

ARTICLE 33: PROGRAMS FOR DISABLED EMPLOYEES

33.1 **General:** In accordance with the Rehabilitation Act, no employee or prospective employee will be discriminated against due to a disability.

33.2 **Reasonable Accommodations:** Employees must be able to perform the full duties of their position with an accommodation or without an accommodation at their option. The Standards applicable to this Article may be found in the "Americans with Disabilities Act" (ADA) and "The Enforcement Guidance for Reasonable Accommodations and Undue Hardship under ADA" (EGRAADA), per Rehabilitation Act Title V, 501.(g) and EGRAADA footnote #1. Employees must request reasonable accommodation under the provisions of the ADA in writing. Requests shall include full and proper supporting medical documentation and the specific accommodation(s) requested to perform the duties of their position. Management will meet and discuss with employees within 20 calendar days, where necessary or when requested by the Employee, and grant reasonable accommodations in a timely manner and in accordance with the provisions of the ADA. A Union representative may be present at these meetings at the Employee's discretion. If Management fails to respond to a request or if an employee is not satisfied with Management's response to their request, they may appeal within 21 days through the Article 9 Grievance procedure.

a. Reasonable accommodations may include, but are not limited to these types of accommodations that the District has used in the past: parking; and paying for parking; adaptations of physical space such as doorways and restrooms; and, the purchase of specific products or services, altered work schedules; and flexi place work place. Each accommodation request will be dealt with on an individual basis. Management is not required to provide the exact accommodation requested and may offer alternative reasonable accommodations that comfortably allow disabled employees to perform the duties of their position. Unsolicited accommodations will not be forced on an employee.

b. Funding for Reasonable accommodations. If needed, Management and the union will work together on the funding of reasonable accommodations, including but not limited to, seeking funds or services from outside sources such as the DOD Computer/Electronic Accommodations Program (CAP).

33.3 **Temporary Disability:** A temporary disability is defined as not permanent or long term.

a. General. Temporary disabilities are not covered in the Rehabilitation Act or the "American's with Disabilities Act". However, Management and the Union both realize the benefits to the Corps of accommodating the needs of an employee who has become temporarily disabled.

b. Procedure. Should an Employee become temporarily disabled (or for maternity/paternity purposes), they may request a temporary reasonable accommodation. An Employee, or their family member (see definitions) if the Employee is incapacitated, and their Union representative if requested, will communicate with Management to discuss their temporary accommodations. Management will endeavor to grant temporary reasonable accommodations in a timely manner. In cases where an Employee is on leave, Management will endeavor to make reasonable accommodations that allow the Employee to return to duty as soon as possible. Temporary accommodations will be consistent with those made for permanent disabilities but may include changes in hours of duty or Telework arrangements. Management will grant reasonable requests on a case-by-case basis. Unsolicited accommodations will not be forced on an employee.

33.4 **Electronic and Information Technology Accessibility:** In accordance with the Rehabilitation Act, Title 5, Section 508, Management shall ensure that Employees with disabilities will have access to and use of information and data that is comparable to Employees without disabilities. The parties agree to utilize the DOD Computer/Electronic Accommodations Program (CAP) to the maximum extent to meet the intent of the law.

ARTICLE 34: ARMY IDEAS FOR EXCELLENCE PROGRAM (AIEP)

34.1 **Definition:** In accordance with AR 5-17, the Army Ideas for Excellence Program (AIEP), all Employees are encouraged by Management to participate in the AIEP. Management will act in a fair and equitable manner in approving awards for the AIEP.

34.2 **Receipt:** Suggestions should be submitted to the AIEP Program Coordinator on DA Form 1045, Army Ideas for Excellence Program (AIEP) Proposal. The Program Coordinator will provide the suggestor with a signed and dated receipt.

34.3 **Acceptance:** Notification of acceptance will include whether or not the suggestion is appropriate for acceptance into the AIEP. Those suggestions not accepted into the system will be returned to the Employee with reason(s) for ineligibility.

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

34.5 **Award:** An adopted suggestion is eligible for a cash award when the suggestion is approved. A suggestion may have tangible or intangible benefits, or a combination of both. A minimal token award will be given to each person whose suggestion is accepted.

34.6 **Cross Reference:** Also see Article 15, Incentive Awards.

ARTICLE 35: EQUAL EMPLOYMENT OPPORTUNITY (EEO)

35.1 **General:** Management and the Union agree that the elimination of discrimination in all aspects of employment is a reasonable and necessary objective, and that the workforce should be free from discrimination because of race, color, religion, sex, national origin, age, or handicapping conditions. Management shall ensure a work environment free of discrimination or harassment based on any of the factors listed above and promote equal employment opportunity through a positive, continuing and results-oriented program involving all management policies, programs, objectives, practices, and personnel in accordance with all applicable laws, rules and regulations. The Union agrees to cooperate actively and positively with Management in its efforts to accomplish equal opportunity for all Employees.

35.2 **Success of Program:** Management and the Union agree that the success of the EEO program depends largely on adequate program resources, sufficient staffing, accountability of managers and supervisors, and program publicity, and Management will endeavor to ensure that all employees, recognized employee organizations, and applicants understand and are sufficiently trained in the EEO program.

35.3 **EEO Counselors, Special Program Representatives:** The names, pictures, telephone numbers and location of the EEO Counselors, EEO Officer, the representatives of the Federal Women's and the Hispanic Employment Programs, and any other special emphasis programs, will be posted and made available to the entire workforce through reasonable means.

a. Management will assure that EEO Counselors are trained, available and accessible to employees who have a discrimination complaint. Employees shall choose from available designated EEO Counselors to pursue their complaint.

b. Management shall provide specialized training as necessary, in accordance with applicable laws and regulations, for individuals appointed to the activities indicated above.

c. Management agrees to accept nominations from the Union for members of the EEO Advisory Committee. Management agrees to appoint at least one Union nominee to the EEO Advisory Committee.

35.4 **EEO Process:** The EEO Process will follow the policy and spirit of all applicable laws, rules and regulations. Management will carefully, justly, and expeditiously consider and adjudicate complaints of discrimination filed through the statutory procedure or the negotiated grievance procedure.

a. An Employee has the right to the representative of his or her own choosing at all stages of the EEO process, including discussions with the EEO Counselor.

b. Discussions between an employee and an EEO Counselor will not preclude an employee from opting to select the negotiated grievance procedure rather than selecting the EEO process if the grievance is otherwise timely. See also Article 9.4e of this Agreement.

ARTICLE 36: EFFECTIVE DATE

36.1 Following ratification by the membership of the International Federation of Professional and Technical Employees, Local 86 and approval by the Department of the Defense, this Agreement shall be in full force and effect. Without an y direction from the Department of the Defense to the contrary this Agreement will become effective 31 days from this date.

36.2 In WITNESS HEREOF, the parties executed this Agreement on this 30 day of October 2003.

For U.S. Army Corps of Engineers
San Francisco District, (Management)

Michael McCormick
LTC, CE
Commander

Richard M. Dabel
Chief, Management Negotiator

For International Federation
of Professional and Technical
Engineers, Local 86 (Union)

Roger Fernwood
President, IFPTE, Local 86

Cindy Vangilder
Negotiator, IFPTE 86

OFFICE OF THE UNDER SECRETARY OF DEFENSE
4000 DEFENSE PENTAGON
WASHINGTON, D.C. 20301-4000

PERSONNEL AND READINESS

25 NOV 2003

MEMORANDUM FOR COMMANDER, (LTC MICHAEL MCCORMICK)
U.S. ARMY CORPS OF ENGINEERS
SAN FRANSISCO DISTRICT
333 MARKET STREET
SAN FRANSISCO, CA 94105

SUBJECT: Negotiated Agreement Between the US Army Corps of Engineers, San Francisco District, and International Federation of Professional and technical Engineers, Local 86. (LAIRS No. 060937)

We have reviewed the subject agreement, which was executed on October 30, 2003, pursuant to 5 USC 7114(c)(1). The agreement as modified is approved this date.

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

Copies of the approved agreement should be forwarded as follows:

a. Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services Division, Labor Relations Branch, 1400 Key Boulevard, Suite B-200, Arlington, Virginia, 22209-5144 - one copy of your agreement on disk (Microsoft Word, WordPerfect or any standard text format) or e-mail us a copy at 25 NOV 2003 labor.relations@cpms.osd.mil. Also, send one completed copy of OPM Form 913-B (attached) to the above-listed address.

b. Office of the Deputy Chief of Staff, G-1, Labor Relations Office, david.helmer@us.army.mil.

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

If there are any questions concerning this matter, Thomas Stevens may be reached at (703) 696-6301, extension 403, or DSN 426-6301, extension 403.

A copy of this letter has been served on the labor organization which is a party to this agreement on 25 NOV 2003.

Chief, Field Advisory Services

Attachment:
OPM Form 913-B

cc:

Mr. Roger Fernwood
President, IFPTE Local 86
U.S. Army Corps of Engineers
San Francisco District
333 Market Street, Cubicle 717V
San Francisco, CA 94105

Department of Army
U.S. Army Engineer Division, South Pacific
Corps of Engineers
1325 J Street, Suite 1450 (R. Dabel)
Sacramento, CA 95814-2922

Mr. Carl K. Webb
IFPTE International Representative
1715 Meadow Lane
Lincoln, CA 95648

Office of the Deputy Chief of Staff, G-1
Labor Relations Office
ATTN: DAPE-CP-PPL (Helmer)
2461 Eisenhower Avenue (Hoffman I, Room 152)
Alexandria, VA 22331

Ms. Jeannie Hansohn
Leader, Labor & Employee Relations Team
HQ, U.S. Army Corps of Engineers
CEHR-D, 3Y42
441 G Street, NW
Washington, D.C. 20314-1000

ARTICLE 37: DEFINITIONS & SUBJECT INDEX

37.1 **Definitions:**

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

b. **Adjustment:** A change, modification or corrective action made as a settlement for a grievance or Unfair Labor Practice (ULP).

c. **ADR:** Alternative Dispute Resolution. 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.

d. **Adverse Action:** Actions by Management against an Employee such as oral admonishment, written reprimand, suspension, demotion, termination, Performance Improvement Plan (PIP).

e. **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.

f. **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.

g. **Bargaining Unit:** One who has exclusive representation per the statute (Appendix A).

h. **CPM:** Career Program Manager

i. **CG:** Comptroller General.

j. **CRSA:** Civil Service Reform Act of 1978.

k. **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 written document incorporating agreement reached.

l. **Competitive Area:** The minimum competitive area is a subdivision of the agency under separate administration within the local commuting area.

m. **Conditions of Employment:** Personnel policies, practices, and matter, whether established by rule, regulation, or otherwise, affecting working conditions.

n. **Controverted Leave:** Annual or sick leave used by an employee for an incident for which a worker's compensation claim has been filed that is restored to the Employee upon approval of that claim.

o. **Counseling:** Meeting between Management and an Employee to discuss work product or behavior usually due to a perception of inadequateness.

p. **Days:** All references to days mean calendar days unless otherwise stated.

q. **Disciplinary Action:** Actions by Management against an Employee such as oral admonishment, written reprimand, suspension, termination..

r. **Detail:** A detail is a time-limited reassignment to another position or set of duties without change to grade or pay. A detail is not subject to OPM qualification requirements.

s. **EEO:** Equal Employment Opportunity.

t. **Family Members**: are defined by Federal regulation as the following relatives of the Employee:
    1. Spouse and parents thereof.
    2. Children including adopted children and spouses thereof
    3. Parents
    4. Brothers and Sisters and spouses thereof
    5. Any individual related by blood or affinity whose close association with the Employee is the equivalent of a family relationship.

u. **Employee Relations Specialist:** Human Resources Specialist dealing with individual employee personnel matters such as pay, benefits, and job application issues.

v. **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 ULPs, resolving exceptions to arbitrator's awards, and otherwise administer the Statute.

w. **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.

x. **Freedom of Information Act (FOIA):** A law allowing certain information to be made available to anyone just by asking in writing.

y. **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.

z. **Federal Service Labor-Management Relations Statute (The Statute):** Chapter 71 of Title 5 of the U.S. Code. (Appendix A)

aa. **Grievance:** A complaint of an Employee, a labor organization or an agency. The complaint may regard a management decision or some aspect of employment status or working condition; the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

ab. **Impact and Implementation (I&I):** Negotiation of the procedures Management Officials will observe in exercising their authority and appropriate arrangements for employees adversely affected by the exercise of such authority.

ac. **Interest Based Bargaining:** 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).

ad. **Interim Negotiations:** Negotiations between Parties during life of Agreement.

ae. **In Progress Review (IPR):** A review of a project prior to completion.

af. **Labor Relations Specialist:** Human Resources Specialist dealing with individual employee personnel matters such as changes in working conditions, contract negotiations and grievance issues.

ag. **Negotiated Grievance Procedure:** A system agreed to by the Parties, whereby the Parties, or Employees, may receive consideration and resolution of grievances.

ah. **Merit System Protection Board (MSPB):**

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

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

ak. **Official Time:** Duty status hours.

al. **Office of Management and Budget (OMB):** CFR Part 1300 address OMB Administrative Procedures and Directives.

am. **Official Personnel File (OPF):**

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

ao. **Parties:** San Francisco District (Management) and IFPTE, Local 86(Union).

ap. **Reduction-in-Force (RIF):** A uniform, systematic, objective method to determine, which Employees will retain their positions during workforce reduction(s).

aq. **Statute:** The Federal Service Labor-Management Relations Statute - Title 5, U.S. Code, Chapter 71. See Appendix " N " in this section.

ar. **Suffered Or Permitted Overtime Work:** Any work performed by an Employee for the benefit of an Agency, whether requested or not, provided the Employee's supervisor knows or has reason to believe that the work is being performed and has an opportunity to prevent the work from being performed.

as. **Supervisor:** A Manager that is responsible for an Employee's work assignments and ratings; and approves schedules, leave and travel.

at. **Team Leader:** An Employee who is responsible for an assignment or project and has one or more additional Employees from the same or different office(s) working on the team to accomplish their portion of the assignment or project.

au. **Temporary Promotion:** A temporary promotion is a time-limited promotion to a higher graded position subject to OPM qualification requirements.

av. **Threshold Issues:** Non-substantive issue such as timeliness, appropriateness, proper forum (MSPB, EEO, FLRA), etc.

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

ax. **Unfair Labor Practice (ULP):** Any unfair labor practice as defined by the Statute or any violation of this Contract or of any other agreement between Management and the Union.

ay. **Union:** A labor organization; an organization composed in whole or in part of employees, in which employees participate and pay dues, and which has as a purpose the dealing with an agency concerning grievances and conditions of employment .

az. **Union Representative:** An officer or steward of the Union. Officers provide official services to their members per the constitution of the Union and the bylaws of the Local. Stewards advise and represent members in grievances related to working conditions, present grievances to Management and attempt to resolve them. Officers are also Stewards. (See Article 6 of this Agreement.)

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http://www.flra.gov/statutes/fslmrs/fslmrs.html

APPENDIX A

Personal Electronic Bulletin Board Notices
San Francisco District

The Parties, in accordance with the provisions of Article 8.3 c., agree the Rules and Instructions for Posting Personal Notices (Rules and Instructions), shown below, constitutes the general policy governing the Personal Electronic Bulletin Board on the San Francisco District's Intranet.

The Parties agree that the Webmaster will establish the format and look of the Personal Electronic Bulletin Board in accordance with current protocol to ensure consistency within the District. The Webmaster may make minor format changes, additions or clarifications as long as they are in keeping with the general intent of the parties. Any changes to the below rules will be brought to the attention of the parties.

Rules and Instructions for Posting Personal Notices

(To be posted to the Personal Notices E-Board IAW Article 8.3 c.)

1. All notices must be in good taste and are subject to editing after consultation with the originator.

2. Notices advertising products, processes, service or property must be personal in nature. References to brand names should be minimal and included only to the extent necessary to describe personal property. Commercial company names or logos should not otherwise be used.
   Examples:
   a. If you work for yourself as a house painter when you're not at your District job, you may advertise your services on the Bulletin Board. But, if someone else employs you as a painter, you may not advertise for your employer.
   b. If you buy and sell houses yourself, you may advertise on the Bulletin Board. If you work part time for a realtor, you may not advertise the property your employer is offering and should not use the name or logo of the commercial Realtor.

3. Your notice may not imply that the Army endorses you or your product.

4. San Francisco District employees may submit notices for themselves and members of their immediate household. Retirees may also submit notices.

5. The notice should include only your personal e-mail address and/or home phone number, not office e-mail or phone numbers.

6. Each notice will be dated the day it is posted and run for 60 days from the date of posting, unless cancelled sooner by the originator.

7. Notices can be reposted following the 60-day period by e-mail request of the originator. The posting date of the notice will be changed to reflect the first day following the end of the 60-day period.

If you have a Notice you would like to place send it as e-mail to:

(Designated SPN Office (e.g., PAO) for review and posting)

DISCLAIMER: The U.S. Corps of Engineers makes no claims, promises or guarantees about the accuracy, completeness, or adequacy of the contents of this website and expressly disclaims liability for any errors and omissions. No warranty of any kind, implied, expressed or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given with respect to the contents of this website or any hyperlinks to other Internet resources. Reference in this website to any specific products, processes, or services is for the information and convenience of San Francisco District employees and does not constitute endorsement, recommendation, or favoring by the District.

APPENDIX B

Alternative Dispute Resolution (ADR) Procedures and Forms

Letter to Heads of Federal Agencies, San Francisco Bay Area

Dear Heads of Federal Agencies, San Francisco Bay Area:

The San Francisco Bay Area Federal Executive Board (SF FEB) has established a mediation program to implement parts of: (a) the Administrative Dispute Resolution Act of 1996, P.L. 104-320, 110 Stat. 3870 (1996), (b) the President's memorandum dated May 1, 1998, and (c) revised regulations of the Equal Employment Opportunity (EEO), 29 CFR Part 1614 (1999).

Mediation, an intervention into a dispute by an acceptable, impartial and neutral third party, is the most common alternative dispute resolution (ADR) technique for EEO and general workplace disputes. The SF FEB program has established an interagency pool of mediators who will be available to participating agencies. Our first group of mediators has been formally trained and we are ready to fully implement the program.

In order to participate in the program, each agency needs to designate a mediation coordinator who will screen and refer mediation requests for the program. An agency requesting mediation for its employees will be responsible for any travel costs incurred by the mediator. Additional employees, identified by participating agencies, will be trained as mediators as the program further develops.

We urge your participation in this program. Mediation offers an effective means of organizing individuals around common interests and therefore can improve relationships. In addition, this process can save your organization the costs of protracted litigation.

Message from the SFFEB Mediation Coordinator

e-mail: -----Original Message-----

From: **McCoy, Raymonde [mailto:Raymonde.McCoy@ssa.gov]**
Sent: Monday, December 23, 2002 3:42 PM
To: Dabel, Richard M SPD@SPK
Subject: San Francisco FEB Mediation Program

Attached is some information regarding the SF FEB mediation program.

A participating agency (one wishing mediation services) designates an Agency Mediation Coordinator (AMC) who completes the following contact information **Agency Mediation Coordinator Information** form below.

The responsibilities of the AMC and the mediator are explained in the attachment on Mediation Procedures.

To request a mediator you would complete Form A, Agency Request for Mediation, and have the participants sign Form B, the agreement to mediate. When I receive these forms, I will obtain a mediator.

As we discussed, the only costs for your agency would be any travel costs for the mediator, which would be minimal unless the mediation is out of town.

Please let me know if you have any questions or need more information.

Raymonde McCoy
FEB Mediation Program
tel: 510-970-8421
fax: 510-970-8217
e-mail: raymonde.mccoy@ssa.gov

The San Francisco Federal Executive Board Mediation Program – Overview

Alternate Dispute Resolution (ADR) is a cost-effective means of resolving disagreements and avoiding litigation. The Administrative Dispute Resolution Act (PL 101-552) encourages federal agencies to use mediation and other alternative dispute techniques to avoid or resolve disputes. On May 1, 1998, President Clinton issued a Presidential Memorandum once again encouraging agencies to promote greater use of mediation, arbitration, early neutral evaluation, agency ombuds, and other means of alternative dispute resolution techniques.

Alternative dispute resolution includes a collection of methods ranging from conciliation, negotiation, and mediation to early neutral evaluation, mini-trials, and arbitration. The mediation process that the San Francisco Federal Executive Board (SFFEB) will use is an interest-based model. Although it is very structured, it operates as an informal process for the participants. It requires that the mediator(s) have a level of skill that can be developed only through a serious training program that includes the opportunity to practice skills and to observe other skilled mediators.

What is Mediation?

Mediation is a process whereby a trained neutral third party (mediator) assists in resolving a dispute, or at least narrowing and clarifying issues, in a manner that is acceptable to both sides. This model uses one or two mediators who sit down with all parties and assist them in negotiating their own resolution to a dispute. The goal of the mediator is to provide a safe environment for the parties to discuss their issues and underlying interests, to build their agenda of items to resolve, and to negotiate resolutions that satisfy their interests. The mediator is a completely neutral third party who has no stake in the outcome other than to assure that the resolution is acceptable to the parties involved in the dispute.

Mediation, unlike traditional litigation, is informal. The rules of evidence do not apply, testimony is not taken, a formal record is not made and the mediator does not decide the dispute. It is also different from traditional negotiations in that a third party facilitates the discussions, sometimes with both disputants together and sometimes with each side privately.

The Value of Mediation

Disputes often arise out of communication problems. The traditional litigation model sometimes exacerbates disputes, unnecessarily solidifies positions, results in protracted and costly litigation and destroys working relationships. Mediators are trained in communications skills, and a session with a mediator can facilitate a constructive exchange of views and develop previously unseen alternatives.

Mediations may narrow or clarify issues leading to the parties actually resolving their own dispute. Thus, mediation can provide a cost-effective alternative to litigation. Even if the disputants do not resolve the dispute, mediation frequently will simplify the issues and enhance communications so that litigation proceeds more rapidly and is more focused, therefore less costly as a result of having attempted mediation.

Mediation Guidelines

Appropriate use of the Mediation Program

- The dispute is primarily factual.
- The position of each side has merit, but its value is overstated.
- The cost of litigating the dispute would exceed the potential recovery.
- No further discovery is required—or limited expedited discovery will suffice—for each side to assess its strengths and weaknesses.
- A speedy resolution is desirable.
- There is an opportunity to rehabilitate a disaffected employee through open communication.
- Trial preparations could be costly and protracted.

- A neutral third party could help diffuse the emotion or hostility that may inhibit an appropriate resolution.
- There is a continuing relationship among the parties.
- The parties have indicated they want to settle.

Inappropriate use of the Mediation Program

- The dispute is primarily over issues of law and a decision with precedential value is needed.
- A significant policy question is involved.
- A full public record of the proceeding is important.
- The outcome would significantly affect nonparties.
- The costs of using an ADR procedure would probably be greater (in time and money) than the costs of pursuing litigation.
- The case involves a willful or criminal violation of law.
- The advantage of delay runs heavily in favor of one side.
- One side has little motivation to settle.
- There is a need for continuing board or court supervision of one of the parties.
- The case is likely to be resolved efficiently without assistance (e.g. settle, motion)
- More time must elapse before each side's position and settlement possibilities can all be evaluated.

Sharing Resources

The goal of the SFFEB Program is to provide low cost, high quality mediation services to federal agencies by creating a pool of trained and experienced mediators from participating agencies. The use by an agency of an employee mediator from another agency has all the advantages of resource sharing, as well as removing any perceived lack of neutrality by any employee of the requesting agency. Use of a confidential mediator from another agency also minimizes post mediation perceived bias or inappropriate knowledge by any of the requesting agencies own employees.

Although an agency that has an employee in the SFFEB mediation pool may use that person to mediate its own disputes, it will have the option to use the mediation program in order to preserve neutrality. The program will establish an interagency pool of skilled and trained mediators, and will, in the long run, provide an avenue for adding new mediators to the pool by allowing mediators with training, but little or no experience, to co-mediate with an experienced mediator who is a member of the pool.

An agency will not be prohibited from requesting a mediator from the pool simply because it has no qualified mediators, so long as resources are available to accommodate the request without adversely affecting a participating agency. A "non participating" agency may be required, however, to provide some other valuable service to the program by, for example, assisting in the various administrative chores associated with maintaining the roster of mediators.

Steering Committee

A Steering Committee exists to provide oversight and guidance during the operation of the program. This Steering Committee is responsible for gathering, screening, and compiling the pool of mediators. The committee is comprised of a minimum of five members drawn from the various administrative agencies involved in designing the project.

Duties and Responsibilities

Steering Committee

The steering committee will have general oversight responsibilities for the program. This includes:

1. appointing program coordinators
2. developing and coordinating mediator training
3. maintaining a mediator roster
4. evaluating the program

Program Coordinator

The program coordinator is the main point of contact for agencies requesting mediation and for those in the mediation pool. The coordinator is responsible for assigning mediators, collecting data, maintaining necessary records and generally facilitating the various aspects of the program. The coordinator position is a voluntary position that is rotated on a yearly basis between steering committee members and other interested participating agency persons.

Agency Mediation Coordinator

Each participating agency names one mediation coordinator within its agency. This person communicates with the program coordinator regarding any aspect of the program. Once both parties involved in a dispute have elected to participate in the ADR process, the agency mediation coordinator will refer the request to the program coordinator. The mediation coordinator will be responsible for managing the time frames so that complainants do not lose the option of returning to EEO and grievance processes.

Requesting/Participating Agency

The agency will:

1. identify mediators and assume responsibility for training costs
2. identify a mediation coordinator
3. provide mediation site when mediation services have been requested
4. assume any travel/per diem costs incurred by the mediator
5. allow mediators to attend meetings, training and mediation sessions as needed
6. ensure that the person representing the agency at the mediation has the authority to agree to a resolution

Agencies that do not have mediators on the roster are not excluded from the mediation program. However, they may be asked to participate by supplying administrative assistance.

Mediators

Mediators are neutral third parties that enable the parties to initiate progress toward their own resolution of the issues in dispute. Mediators are responsible for contacting the parties in dispute and arranging a mediation date and site. The mediator resolves any disputes involving information requests and makes the final decision regarding what parties will be present at the mediation. If a resolution is achieved, the mediator will assist in crafting a settlement. EEOC regulations require that the terms of the resolution be reduced to writing and signed by both parties. If there is no resolution, the fact finding materials developed during mediation for EEO cases will be returned to the program coordinator for delivery to the agency mediation coordinator.

Mediator Training

All individuals selected as mediators will be required to participate in a formal mediation training program. Training will be a minimum of 40 hours and will focus on solving federal sector EEO and general workplace disputes. The steering committee will identify trainers who meet these training requirements.

Mediation

The time and place of mediation will be coordinated by the mediator. Mediation will be limited to 8 hours, and concluding documents will be submitted to the program

coordinator no later than 5 calendar days following the mediation. Prior to the mediation, both parties must agree as to who will be at the mediation table. Normally, those present at the mediation are: the mediator, the disputants, and often, the disputants' representatives. Either party to the mediation may voluntarily withdraw at any time in the process.

Settlement Agreements

All settlement agreements will be reduced to writing. It is important that the person signing the settlement agreement has the authority to resolve the dispute. All EEO and grievance settlements will be reviewed by the requesting agency before being signed by the disputants. Because each agency may have its own format for written settlement agreements, each agency may supply its own settlement agreement form.

Program Evaluation

The program will be evaluated at the end of each fiscal year to determine whether changes in the model or process are called for. The program will be measured from data collected from evaluation forms completed by mediators and disputants.

The San Francisco Federal Executive Board Mediation Program – Contact Information

Program Coordinator

- Is the main point of contact for requesting agencies and mediators.
- Receives request for mediation from Agency Mediation Coordinator.
- Assigns mediators.
- Collects data.
- Maintains necessary records.
- Maintains feedback information on the Mediation Program.

Contact information for the Program Coordinator:

Name: *Raymonde McCoy*
Position: *EEO Specialist*
Component: *Civil Rights and Equal Opportunity*
Agency: *Social Security Administration*
Address: *P.O. Box 4116*
Richmond, CA 94804
Telephone: *510-970-8421*
FAX: *510-970-8217*
E-mail: raymonde.mccoy@ssa.gov

To the extent possible, all information should be ***e-mailed*** *to the Program Coordinator.*

Mediation Policy Coordinator*: Isaac Williams*
Acts as back-up to Program Coordinator and resolves policy questions.

Contact information:

Position: *Manager*
Component: *Civil Rights and Equal Opportunity*
Agency: *Social Security Administration*
Address: *P.O. Box 4116*
Richmond, CA 94804
Telephone: *510-970-8424*
FAX: *510-970-8217*
E-mail: isaac.williams@ssa.gov

The San Francisco Federal Executive Board Mediation Program - Procedures

Agency Mediation Coordinator

- Named by each participating agency.
- Receives mediation request from employee.
- Contacts management to establish that they are willing to participate in mediation.
- Obtains signed **Form B, Agreement to Participate in Mediation Program,** from the participants **prior to** requesting mediation.
- Completes **Form A, Agency Request for Mediation,** and forwards along with signed **Agreement to Participate** to Program Coordinator to request mediator.
- Keeps all parties informed regarding the status of the request for mediation.
- Once the mediator has been assigned, is the point of contact for all parties involved in the mediation.
- Coordinates the payment of travel expenses for the mediator.
- Maintains record of agency expense for each mediation.
- Processes settlement agreement in accordance with agency requirements.
- Forwards **Form C, Agency Feedback on Mediation Program,** to the Program Coordinator on an annual basis.

Mediator

- Will be contacted by the Program Coordinator.
- Contacts the parties in dispute to arrange mediation date and site, and who will be at table.
- Contacts the Agency Mediation Coordinator to advise of plans for mediation and arrange for reimbursement of travel expenses.
- Limits mediation to 8 hours. If parties are close to resolution, mediator can request extension from Agency Mediation Coordinator (there may be budget and time considerations).
- **If there is a resolution**,
  - Works with participants to complete **Form D, Mediation Program Settlement Agreement**.
  - Provides copies of settlement agreement to the parties involved in the mediation.
  - Forwards original, signed settlement agreement to Agency Mediation Coordinator.

- **If there is no resolution,**
  - Returns fact-finding materials developed during mediation for EEO cases to the Agency Mediation Coordinator no later than 5 days following mediation.
- **At the end of every mediation,** completes **Form F, Mediator Close-out/Feedback Form,** and returns it via fax or e-mail to **the Program Coordinator** no later than 5 days following each mediation.
- Provides to all participants in the mediation, **Form E, Customer Survey for Mediation Program,** to be returned to the Program Coordinator.

Forms Used in the FEB Mediation Program

- **Form A: Agency Request for Mediation**
  Completed by Agency Mediation Coordinator and forwarded to Program Coordinator to request a mediator.

SAN FRANCISCO FEDERAL EXECUTIVE BOARD MEDIATION PROGRAM

AGENCY REQUEST FOR MEDIATION

Requesting Agency:	**Mediation Coordinator:**
Date:	**Telephone:**

First Party:	**Position:**
(Last Name, First Name)	(Title and Grade)
Address:	**Telephone:**
Fax:	**E-mail:**
Representative's Name:	**Telephone:**
Fax:	**E-mail:**

Is employee a bargaining unit member? YES_____ NO_____

Has employee initiated a formal or informal EEO complaint, or any other grievance through one of the agency's administrative grievance procedures or negotiated grievance procedures? YES_____ NO_____

Second Party:	**Position:**
	(Title and Grade)
Telephone:	**E-mail:**
Other Party:	**Position:**
	(Title and Grade)
Telephone:	**E-mail:**

Basis of dispute (if more space is needed, continue on separate sheet):

Remarks:

Mediator:
Case Assigned:

Form B: Agreement to Participate in Mediation Program

*Agency Mediation Coordinator obtains signatures of mediation participants **prior to** requesting mediator, and forwards signed agreement along with Agency Request for Mediation to Program Coordinator.*

AGREEMENT TO PARTICIPATE IN MEDIATION PROGRAM

1. I understand that mediation is a dispute resolution process that is non-adversarial in nature and seeks to find reconciliation between disputing parties. The mediation process does not declare winners or losers. The main focus is to seek a resolution that is informal, quick and minimizes the harm to either party.

2. I understand that the Mediator is not involved in the dispute and is committed to treating this matter in a fair and unbiased way. The Mediator's role is to facilitate and help the parties reach for themselves a mutually satisfactory resolution to the problem. However, the decision making power rests with the parties, not the Mediator. If the parties cannot agree on a resolution, the Mediator will NOT impose a resolution nor will he/she offer judgment as to which party, if any, is at fault. In certain circumstances, Co-Mediators will be assigned to the matter.

3. I understand that the Mediator has no authority to make decisions or act as a judge or arbitrator. The Mediator will not act as an advocate or attorney for any party. To the extent either party wishes to have a representative or legal counsel to consult with or assist them in the mediation, that party is responsible for taking steps to have such person present.

4. I understand that mediation is a confidential process. Any documents submitted to the Mediator and statements made during the mediation are for settlement purposes only. I agree not to subpoena or request the Mediator to serve as a witness, or request or use as evidence any materials prepared by the Mediator for the mediation (with the exception of a settlement agreement signed by the parties). In no event will the Mediator testify on behalf of any party or submit any type of report in connection with this mediation other than to confirm that the mediation did or did not occur, the parties did or did not appear with the requisite authority and the dispute was or was not settled. However, I understand that matters that are admissible in a court of law or other administrative process continue to be admissible even though brought up in a mediation session.

5. I understand that no party shall be bound by anything said or done in the mediation unless a written settlement is reached and executed by all necessary parties. If a settlement is reached, the agreement shall be reduced to writing by the Mediator and, when executed by the parties with authority, the settlement document shall be legally binding.

6. In electing to use mediation, I understand that no statutory deadlines are waived, and that all statutory deadlines must be adhered to.

7. The aggrieved party's RIGHTS to pursue informal or formal processes are not waived and will be protected during the mediation process. At the same time, the aggrieved party's RESPONSIBILITIES to comply with all requirements of any administrative or court process, e.g., time limits, points of contact, ARE NOT WAIVED, and must be adhered to.

8. I understand that in the event the mediation is terminated for any reason, the aggrieved party may continue to pursue an informal or formal resolution of the matter as they see fit.

9. No admission of guilt or wrongdoing by either party is implied, and none should be inferred, by participation in this process.

10. I will sincerely attempt to resolve this matter, agree to cooperate with the Mediator assigned to this matter, and give serious consideration to all suggestions made in regard to developing a realistic solution to the dispute. I will conduct myself in a courteous and non-hostile manner, use appropriate language, and allow the Mediator to interrupt the process if the Mediator feels a caucus or break is needed to facilitate the mediation process.

11. The Mediator agrees to notify the parties, their representatives and the appropriate management official of the status and results of the mediation process within one working day of termination of the process, including settlements, withdrawal from, or unsuccessful conclusion of the process.

By signature below, I acknowledge that I have read, understand and agree to the provisions of this agreement, and will participate in mediation:

_____

Participant 1 Signature Date

_____

Representative's Signature (if appropriate) Date

_____

Participant 2 Signature Date

_____

Additional Signatures Date

_____

Additional Signatures Date

_____

Additional Signatures Date

_____

Mediator's Signature Date

_____

Mediator's Signature Date

Form C: Agency Survey on Mediation Program

Completed annually by participating agencies.

AGENCY SURVEY ON MEDIATION PROGRAM

We are continually looking for ways to improve, as well as determine the effectiveness of the San Francisco Federal Executive Board (FEB) Mediation Program. FEB member agencies who have participated in the Program are requested to complete this questionnaire. Completing the questionnaire is voluntary, but will assist us in our efforts to improve the program. Please mail or FAX the questionnaire to the address below.

1. Agency:_____

2. Please describe any impacts or benefits that you feel have resulted from the mediation process. Examples might include relationships repaired, communication enhanced, office productivity enhanced, money saved, etc.

   _____

   _____

3. Are you satisfied with the overall process? ____ ***Yes*** ____ ***No***

Please provide any comments:

_____

4. Will your agency continue to use mediation? ____ ***Yes*** ____ ***No***

Please provide any comments:

_____

5. Is there anything that you think should be done to improve the San Francisco FEB Shared Neutrals Program?

____ Yes ____ No

Please provide any comments:

_____

6. Please rate the following items on a scale of 1 to 5 by circling the number that represents your choice:

1 = strongly disagree
2 = somewhat disagree
3 = neither agree or disagree
4 = somewhat agree
5 = strongly agree
N = don't know or are unable to determine

a) The mediation process is impartial to your agency. .....1 2 3 4 5 N

b) The right parties were at the table. .....1 2 3 4 5 N

c) Negotiations were in good faith ..... 1 2 3 4 5 N

d) Mediation has been used appropriately..... 1 2 3 4 5 N

e) Your agency has been able to fully present your cases.....1 2 3 4 5 N

f) Mediators have helped to create a positive atmosphere.....1 2 3 4 5 N

g) Utilizing a mediator has helped create realistic options. .....1 2 3 4 5 N

h) The mediators have been impartial.....…….....1 2 3 4 5 N

i) Mediators have provided the right amount of input. ..... 1 2 3 4 5 N

j) Mediators have listened well. ..... 1 2 3 4 5 N

k) Mediators have helped clarify the key issues. ..... 1 2 3 4 5 N

l) Mediators have been fair..... 1 2 3 4 5 N

m) Mediation has been effective. ..... 1 2 3 4 5 N

7. If your agency has participated in a co-mediation, was it beneficial to have two mediators?

____ Yes ____ No

Please provide any comments:
_____
_____

8. Please provide any other comments:_____

Thank you for taking the time to fill out this survey. The information you have provided will help us to improve the program. Please mail or FAX the questionnaire to:

Att: FEB Mediation Program Coordinator
Civil Rights and Equal Opportunity
P.O. Box 4116
Richmond, CA 94804
Or Fax to: (510) 970-8217

Form D: Mediation Program Settlement Agreement

Completed by the mediator and signed by participants to document the settlement of disputes at mediation.

MEDIATION PROGRAM SETTLEMENT AGREEMENT

Unless otherwise stated, the undersigned settle all disputes existing between them.

The participants agree to the following:

-
-
-
-
-

1. This agreement is a binding and enforceable settlement contract and neither participant can change his/her mind at a later date without another written Agreement among the parties.

2. The parties agree to use mediation to resolve any disagreements concerning this agreement.

Participant One _____ Date _____

Participant Two _____ Date _____

Employee Representative_____ Date _____

Agency Representative _____ Date _____

MEDIATION PROGRAM SETTLEMENT AGREEMENT

Unless otherwise stated, the undersigned settle all disputes existing between them.

The participants agree to the following:

-
-
-
-
-

3. This agreement is a binding and enforceable settlement contract and neither participant can change his/her mind at a later date without another written Agreement among the parties.

4. The settlement agreement is in full satisfaction of all claims complainant may have with regard to case number:
   In consideration of settlement, complainant withdraws the complaint as fully satisfied.

5. If the Agency does not carry out or rescinds any action specified by the terms of the agreement, the procedures available under CFR 1614.504 apply.

Participant One _____ Date _____

Participant Two _____ Date _____

Employee Representative_____ Date _____

Agency Representative _____ Date _____

Form E: Customer Survey for Mediation Program

Voluntary feedback form completed by mediation participants.

CUSTOMER SURVEY FOR MEDIATION PROGRAM

We are looking for ways to improve, as well as determine the effectiveness of the San Francisco Federal Executive Board (FEB) Mediation Program. Persons who have utilized this Program are asked to complete this questionnaire. Your input will assist us in improving the program, but completing the form is voluntary.

1. Your name:_____(Optional) Your Agency:_____

2. Your role in the mediation:_____
   (complainant, representative, management official, etc.)

3. Name of Mediator:_____

4. Describe the type of settlement that resulted from the mediation process.

   ____ Full settlement of all issues ____ No settlement of any issues

   ____ Partial settlement of the issues

5. ***Please describe any other impacts or benefits that you felt resulted from the mediation process. Examples might include relationships repaired, communication enhanced, office productivity enhanced, money saved, etc.***

_____

_____

6. ***Were you satisfied with the process?*** ____ ***Yes*** ____ ***No***
   Please provide any comments:

_____

_____

_____

7. ***Would you use mediation again?*** ____ ***Yes*** ____ ***No***
   Please provide any comments:

_____

_____

_____

8. ***Please rate the following items on a scale of 1 to 5 by circling the number that represents your choice:***
   1 = strongly disagree
   2 = somewhat disagree
   3 = neither agree or disagree
   4 = somewhat agree
   5 = strongly agree
   N = don't know or are unable to determine

CUSTOMER SURVEY FOR MEDIATION PROGRAM (CONT)

a) The mediation process was impartial. ....1 2 3 4 5 N

b) The right parties were at the table. .....1 2 3 4 5 N

c) Both sides negotiated in good faith. .....1 2 3 4 5 N

d) Mediation was appropriate for this matter. .... 1 2 3 4 5 N

e) You were able to fully present your case..... .... 1 2 3 4 5 N

f) The mediator helped create a positive atmosphere..... 1 2 3 4 5 N

g) The mediator helped create realistic options for settling the matter..... 1 2 3 4 5 N

h) The mediator was impartial..... 1 2 3 4 5 N

i) The mediator provided the right amount of input. .... 1 2 3 4 5 N

j) The mediator listened well..... .... 1 2 3 4 5 N

k) The mediator helped clarify the key issues of the parties. .... 1 2 3 4 5 N

l) The mediator explained the process well. ..... 1 2 3 4 5 N

m) The mediator was fair. ..... 1 2 3 4 5 N

n) The mediator was effective. ..... 1 2 3 4 5 N

Please provide comments:

_____

_____

_____

Thank you for taking the time to fill out this survey. The information you have provided will help us to improve the program. Please *mail* ***this questionnaire to:***

Att: FEB Mediation Program Coordinator
Social Security Administration
Civil Rights and Equal Opportunity
P.O. Box 4116
Richmond, CA 94804

or *FAX* ***to: (510) 970-8217***

or *e-mail* ***to:*** raymonde.mccoy@ssa.gov

Form F: Mediator Close-out/Feedback Form

Completed by the mediator at the end of every mediation and forwarded to Program Coordinator.

MEDIATOR CLOSEOUT/FEEDBACK FORM

We are continually looking for ways to improve, as well as determine the effectiveness of the San Francisco Federal Executive Board (FEB) Mediation Program. Persons who have participated as mediators are requested to complete this form upon completion of each mediation. **The form will also serve as a close-out to the case**.

Mediator Info:
Name: _____
Employing Agency_____

Services Info:
Requesting Agency: _____Date of Mediation:_____
Parties involved:
_____
Name Name
Length of mediation: _____
Place of mediation: _____

Please **circle the number** best describing the final disposition of the mediation session:
1. No Resolution—Conflict still exists
2. No Resolution—Communication between parties has improved as a result of mediation
3. Partial Resolution—A settlement agreement has been executed for some of the issues
4. Complete Resolution—A settlement agreement has been executed for all identified issues

Are you satisfied with the process? ____ Yes ____ No
Please provide any comments:
_____
_____

Is there anything that you think should be done to improve the San Francisco FEB Mediation Program? ____ Yes ____ No Please provide any comments:
_____
_____

Please rate the following items on a scale of 1 to 5 by circling the number that represents your choice:

1 = strongly disagree	2 = somewhat disagree
3 = neither agree or disagree	4 = somewhat agree
5 = strongly agree	N = don't know or are unable to determine

The right parties were at the table.	1	2	3	4	5	N
Both sides negotiated in good faith.	1	2	3	4	5	N
Issue was appropriate for mediation	1	2	3	4	5	N
There were realistic options for settling the matter.	1	2	3	4	5	N
Key issues were clarified.	1	2	3	4	5	N

If you participated in a co-mediation, was it beneficial to have two mediators? ____ Yes ____ No

Thank you for taking the time to fill out this survey.
Please **mail** to the: FEB Mediation Program Coordinator
Social Security Administration
Civil Rights and Equal Opportunity
P.O. Box 4116
Richmond, CA 94804

***or* FAX to:** 510-970-8217

***or* e-mail to:**
raymonde.mccoy@ssa.gov

Appendix C: GRIEVANCE – IFPTE LOCAL 86

Prepare original
Type or Print

PRIVACY ACT STATEMENT

GENERAL: This information is provided pursuant to public law 93-579 (Privacy Act of 1974) December 31, 1974.

AUTHORITY: 5 USC, Chapter 71, Federal Service Labor-Management Relations Statute. Negotiated agreements between the San Francisco District and the International Federation of Professional and Technical Engineers (IFPTE).

PURPOSE AND USE: The purpose of the Grievance Form is for the employee to provide personal information about an incident or procedure for which there is a belief that corrective action is appropriate. Personal data concerning the individual employee, such as name, employee number, etc., is required for identification purposes.

The information provided is used in discussing the complaint or grievance with various levels of District management, in the presence of IFPTE representative, if requested, and others authorized in the negotiated agreement. The grievance could also go before an impartial third party and a recorder (if necessary) for resolution. In addition, grievance and information submitted may be used for general analytical and statistical purposes and as examples in other similar proceedings.

EFFECTS OF NON-DISCLOSURE: The disclosure of this information is voluntary. The grievance, however, will not be processed nor any further action taken regarding the employee's complaint, including any decision, without providing the information requested.

FROM: (Employee's name)	OFFICE SYMBOL:	PHONE NO:	POSITION TITLE:

TO: (Appropriate Supervisor, Division or Management Official)

GRIEVANCE INFORMATION

1st STEP: _____ 2nd STEP: _____ 3rd STEP: _____ I Will be representing myself: YES _____ NO _____

Date: _____ Date: _____ Date: _____

DATE GRIEVANCE OCCURRED:	DATE SUBMITTED TO FIRST STEP:	DATE OF REPLY TO FIRST STEP:

NAME OF IFPTE REPRESENTATIVE:	OFFICE SYMBOL	IMMEDIATE SUPERVISOR'S NAME:

On the date indicated above, a grievance occurred which I presented to my supervisor. His/her reply was not satisfactory to me and I, therefore, irrevocably elect to pursue my grievance through the formal negotiated grievance procedure.

GRIEVANCE: (Give names, dates, places, and other necessary details; attach supporting documents, and summarize discussion with immediate supervisor.) (Use additional pages if necessary.)

CORRECTIVE ACTION DESIRED:

SIGNATURE: (Employee)	DATE:	SIGNATURE: (IFPTE Officer)	DATE:

RECEIVED BY: (Appropriate Management Official)	DATE:	TIME:

DISTRIBUTION: Employee, IFPTE Representative, IFPTE Office

Appendix C: GRIEVANCE – IFPTE LOCAL 86

Prepare original
Type or Print

GRIEVANCE INFORMATION
(Continuation Sheet)

GRIEVANCE: (Give names, dates, places, and other necessary details; attach supporting documents, and summarize discussion with immediate supervisor.) (Use additional pages if necessary.)

CORRECTIVE ACTION DESIRED:

SIGNATURE: (Employee) DATE: SIGNATURE: (IFPTE Officer) DATE:

RECEIVED BY: (Appropriate Management Official) DATE: TIME:

DISTRIBUTION: Employee, IFPTE Representative, IFPTE Office
Page # ___ of ___

APPENDIX D

Bravo Awards

Guidelines and Responsibilities

1. The BRAVO Award is a great peer recognition program. Each Employee will be allowed to give two BRAVOs per fiscal year. If you wait until the last minute to process your award, the sheer volume of awards to be processed will overload the system. Therefore, one of your awards must be given by 31 March, and the other by the awards cutoff date, normally by the end of June. The award year starts on 1 October, the beginning of each fiscal year.

2. New personnel will be authorized to give two BRAVO awards if their start date is between October and February. If their start date is between March and June they will be authorized to give only one BRAVO award for their first year.

3. BRAVOs will not be given to anyone outside of San Francisco District. BRAVOs cannot be given to contractors.

4. You cannot give a BRAVO to your supervisor or anyone in your supervising chain. Supervisors can only give BRAVOs to employees and supervisors outside of their immediate organization.

5. In recognizing that there are individuals throughout the District who contribute to one's success, you are strongly encouraged to give one of your two BRAVO awards to an employee outside of your "immediate organization" (to an employee outside of your organizational work unit, crew or team).

6. Unused BRAVOs cannot be carried over to the next fiscal year, nor can they be transferred to others for their use.

7. You cannot give the award to yourself.

8. You cannot "trade awards" (you give me an award and I'll give you one). Whether or not to give a BRAVO Award is at the discretion of the giver.

9. There is no restriction on the number of BRAVO awards you may receive within a fiscal year.

10. The receipt or non-receipt of a BRAVO award cannot be considered by supervisors either positively or negatively during performance evaluations; nor should receipt or non-receipt be a factor in the consideration for other awards. This is strictly peer recognition.

11. You are responsible for giving the award, its coordination, and assuring that it gets properly processed.

Process:

Giver: Complete BRAVO Award Nomination form and send it via e-mail to the receiver's supervisor and administrative support staff for processing, and to your supervisor.

Receiver's Supervisor / Admin Staff: Create Request for Personnel Action (RPA), and in the *Notepad* section include the nominator's name, a brief justification from the BRAVO Awards Nomination form, the award PR&C number. Route the RPA, and provide a notice via e-mail to the giver of the BRAVO.

Giver: Complete the certificate and present it to the receiver.

Receiver: No action necessary upon receiving award. Notify your administrative staff POC if you have not received the award in your Leave & Earnings statement after 3 pay periods.

San Francisco District
BRAVO AWARD NOMINATION

I would like to nominate _____ for the BRAVO award. This person has personally helped me excel in my job performance as follows:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

PR&C #: _____

Charge Code: _____

_____
Nominator

APPENDIX E

Telework
Quick Guide, Forms and Agreements

1 – **Six Easy Steps Telework Quick Guide**

Six Easy Steps:

1. Employee initiates the **Telework Participation Request** (**Appendix E2**) with completed **Self-Certification Alternative Work Site Safety Checklist** (**Appendix E3**) attached.

2. Supervisor reviews and makes the following determinations in accordance with Article 22.4 of the Collective Bargaining Agreement (CBA):
   --Job duties suitable?
   --Funds available?
   --Employee characteristics suitable?
   --Impacts on co-workers/teammates/customers avoided?
   --Need for Government-furnished equipment?
   --Safety Checklist review completed?
   --Alternative worksite suitable?

3. Supervisor approves/disapproves request for participation **(Appendix E2)**. Division/staff chief must also approve regular and recurring Telework requests and agreements. Disapprovals must be in accordance with Article 22.4i. of the CBA.

4. If the request is approved, employee and supervisor complete **Employee and Supervisor Telework Agreement** (**Appendix E4**). If disapproval is not in accordance with Article 22.4, employees may appeal by filing a grievance thru the grievance procedure of the CBA.

5. Modification to or termination of the Telework Agreement will be accomplished either by the employee or supervisor initiating a **Notice of Modification or Termination of Telework Agreement** form located at **Appendix E5**.

6. Supervisor sends one copy each of all Telework documents, including the Request for Participation; Alternative Work Site Safety Checklist; Telework Agreement; and any disapprovals/denials, modifications, or terminations to the District Telework Coordinator.

2 – **Request for Participation in the Telework Program**

1. I _____, request to participate in the SPN Telework Program. I understand that if my participation is approved, I am bound by the terms and conditions of the program as outlined in the Employee /Supervisor Agreement.

2. I request to participate for _____ (length of time) and understand that I may request an extension to this arrangement upon its expiration. I understand that if management does not have the resources to support this endeavor, i.e., required computer equipment, or operating budget funds, or if I do not meet the suitability criteria defined by Article 22.4 of the Collective Bargaining Agreement (CBA), my request will not be approved at this time.

3. I understand that my participation is voluntary and that either the supervisor or I may discontinue my participation in the Telework program at any time in accordance with the negotiated procedures in the CBA. Upon termination, the supervisor and I are obligated to make arrangements for my return to the official duty station as quickly as possible after notification of termination.

Please complete items 4 through 12:

4. Current Position Title, Series Grade: _____

5. Official Duty Location: _____

6. Latest Performance Appraisal Rating: _____

7. Type of Telework desired: ____ Intermittent/Ad-Hoc ____ Regular and Recurring

8. I wish to Telework from the following alternative work site:

   Address _____

9. I wish to participate in the Telework Program for the following reason(s):

_____

_____

10. I will perform the following duties or functions at the alternative work site:

_____

_____

_____

11. Please provide a complete pay period work schedule (days/hours at alternative work site and at the official duty station):

WEEK ONE

Days	**Hours**	**Location** (O-Official Duty Station) (A-Alternative Work Site)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

WEEK TWO

Days	**Hours**	**Location** (O-Official Duty Station) (A-Alternative Work Site)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

_____ Request for standing/continuing Ad-Hoc agreement – dates to be determined on a case-by-case as needed basis.

12. Mileage Savings: I estimate that the Telework arrangement will result in a reduction of approximately _____ miles traveled in commuting per week and/or _____saved in transit costs.

Employee's Signature_____ Date_____

SUPERVISOR CERTIFICATION:

I _____ APPROVE _____ DO NOT APPROVE

THE ABOVE EMPLOYEE TO PARTICIPATE IN THE TELEWORK PROGRAM

Please state reasons for disapproval (see Paragraph 6 of this OM). If the above employee is ineligible to participate, please indicate, if appropriate, when the employee may re-apply. One additional sheet may be attached, if more space is needed.

_____

_____

_____

_____

_____

Supervisor Signature _____ Date _____

Division/Staff Chief Approval/Disapproval:

I _____ APPROVE _____ DO NOT APPROVE

Signature _____ Date _____

3 – **Self-Certification Alternative Work Site Safety Checklist**

The following checklist is designed to assess the overall safety of the alternative work site. Upon approval of your request to Telework, you must complete the checklist, sign and date it, and return it to your supervisor (retain a copy for your own records). A copy of this checklist, along with a signed copy of your Telework Agreement and Request for Participation, will be forwarded by your supervisor to the District Telework Coordinator.	
1. Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance?	**Yes [ ] No [ ]**
2. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires or fixtures, exposed wiring on the ceiling or walls)?	**Yes [ ] No [ ]**
3. Will the building's electrical system permit the grounding of electrical equipment (a three-prong receptacle)?	**Yes [ ] No [ ]**
4. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?	**Yes [ ] No [ ]**
5. Are file cabinets and storage closets arranged so drawers and doors do not enter into walkways?	**Yes [ ] No [ ]**
6. Are phone lines, electrical cords, and surge protectors secured under a desk or alongside a baseboard?	**Yes [ ] No [ ]**
7. Are all stairs with four or more steps are equipped with handrails?	**Yes [ ] No [ ]**
8. Are all circuit breakers and/or fuses in the electrical panel are labeled as to intended service.	Yes [ ] No [ ]
9. Are circuit breakers clearly indicate if they are in the open or closed position.	Yes [ ] No [ ]
10. Do chairs have sturdy casters (wheels) and are the rungs and legs of the chairs sturdy?	**Yes [ ] No [ ]**
11. Is the Telework space free of tripping/slipping	Yes [ ] No [ ]

hazards? (For example: floor surfaces are clean, dry, level, well secured to the floor and free of worn or frayed seams.)	
12. Is the light adequate for reading?	**Yes [ ] No [ ]**
13. Is the Telework area and positioning of computer adequate to minimize hazard related to carpal tunnel, eyestrain, back problems, muscular-skeletal strains in general, etc.? (For example: screen is eye level; foot, back and arm support/rests; screen glare; wrists are fairly straight when keying.)	**Yes [ ] No [ ]**

Employee's Name: _____ Organization: _____

Position: _____

Telework Location:_____

Employee's Signature _____ Date_____

Supervisor's Signature _____ Date_____

4 – **Employee and Supervisory Telework Agreement**

_____ Ad-Hoc _____ Regular & Recurring (initial appropriate type)

THE FOLLOWING CONSTITUTES AN AGREEMENT ON THE TERMS AND CONDITIONS OF THE TELEWORK PROGRAM BETWEEN:

Employee's Name (Print) _____
Supervisor's Name (Print) _____
Organization _____

1. Employee volunteers to participate in the program and to adhere to the applicable guidelines and policies. Employee recognizes that the Telework arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work.

2. Official Tour of Duty

WEEK ONE

Days	**Hours**	**Location** (O-Official Duty Station) (A-Alternative Work Site)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

WEEK TWO

Days	**Hours**	**Location** (O-Official Duty Station) (A-Alternative Work Site)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

_____ Request for standing/continuing Ad-Hoc agreement – dates to be determined on a case-by-case as needed basis.

- These dates and hours of work may be modified as needed to meet mission requirements as required or approved by the supervisor.

3. The employee agrees not to conduct personal business while in official duty status at the alternative workplace (e.g. making alternative work site repairs, caring for dependents, family members, etc.). These things are to be done on personal time (e.g. breaks, lunch, before and after work).

4. Employee's official duty station is: _____

5. Employee's alternative worksite address is: _____

_____

NOTE: All pay, special salary rates, leave and travel entitlement are based on the employee's official duty station.

6. The employee's timekeeper will have a copy of the employee's work schedule and will record the employee's time and attendance for performing official duties. The supervisor agrees to certify biweekly the time and attendance for hours worked at the regular office and the alternative workplace. Employees will be responsible for providing correct hours and work items/codes for time spent in a duty or leave status.

7. The employee agrees to follow established office procedures in obtaining supervisory approval for requesting and obtaining approval of leave, overtime, and credit time. Employees may work overtime when approved by the supervisor in advance. Credit hours, where applicable, may be worked at the authorized alternate Telework site consistent with the intent, spirit and practice of credit time administration. Authorization takes place between the employee and supervisor and may be verbal.

8. The employee agrees to permit inspections of the authorized Telework location during the employees scheduled working hours to assess worksite conformance with safety standards and other work related business.

9. Equipment. Only government employees are authorized to use government-furnished equipment. Only hardware/software procured by the Federal government will be installed on government owned equipment, unless the employee is approved to have personal hardware/software installed in accordance with the negotiated "Exception Policy." Personal hardware/software shall be approved and installed by IM staff. The employee is responsible for protecting the government-furnished equipment, and the government is responsible for the maintenance of such equipment. The employee is responsible for keeping government-furnished equipment current with anti-virus updates by means of IM instructions for updates and per information assurance policies and procedures.

10. Information Handling. In no case will documents that contain classified information be processed, or be authorized for processing, at other than approved U.S. Government locations. The employee agrees to protect all government and agency records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, 5 U.S.C. 552a.

11. Utilities/Expenses. The government is not responsible for operating costs (i.e., the alternative work site maintenance, insurance or utilities) that are associated with the employee using the alternative work site. The government understands the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by statute and regulations.

12. Liability.

    a. The employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the regular office or the alternative duty station. Employees will immediately report any accident or injury occurring at the alternate worksite to their supervisor and complete all applicable forms as required. The supervisor must investigate all reports immediately following notification of the incident. The Employee recognizes that they have a responsibility to keep their alternative work site safe when in their direct control or relocate if an area becomes unsafe when outside their direct control.

    b. The Government will not be liable for damages to the employee's personal or real property during the course of performance of official duties or while using government-owned equipment in the employee's residence, except to the extent the Government is held liable by the Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employee's Claim Act. Employees entrusted with government property are responsible for its proper and official use, care, custody and safekeeping.

13. The employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the employee performance plan. The employee agrees to provide regular reports, if required by the supervisor, to help judge performance. The employee understands that a decline in performance may provide a basis for canceling the agreement.

14. Standards of Conduct. Employee agrees he/she is bound by all applicable standards of conduct while working at the alternative work site.

Employee Signature and Date:

_____

Supervisor Signature and Date:

_____

Division/Staff Chief Approval/Disapproval:

I _____ APPROVE _____ DO NOT APPROVE

Signature _____ Date _____

Attachments:
Request for Participation in the Telework Program (Appendix E2)
Self-Certification Alternative Work Site Safety Checklist (Appendix E3)

5 – **Notice of Modification or Termination of Telework Agreement**

Employee's Name: _____

Supervisor's Name: _____

The Employee has:

( ) Decided to end his/her participation in the Telework program.

( ) Requested to modify his/her participation in the Telework program.

The Supervisor has:

( ) Decided to end the employee's participation in the Telework program.

( ) Decided to modify the employee's participation in the Telework program.

Reason(s) for the decision:

_____

_____

_____

_____ _____
Employee Signature Date

_____ _____
Immediate Supervisor Signature Date

Division/Staff Chief Approval/Disapproval:

I _____ APPROVE _____ DO NOT APPROVE

Signature _____ Date _____

Effective Date: _____

APPENDIX F

Work Schedule Request And Attendance Forms

1 – WORK SCHEDULE REQUEST / CHANGE FORM

APPENDIX F1
WORK SCHEDULE REQUEST / CHANGE FORM

SSN:	NAME:	OFFICE SYMBOL:	ORG CODE: L3_____
TYPE OF CHANGE REQUESTED:	EFFECTIVE DATE OF CHANGE:	STANDING LABOR CODE (if only one code)	

	**********PAY PERIOD TOUR OF DUTY**********							TIMEKEEPER NOTES	
	SUN	MON	TUE	WED	THU	FRI	SAT	SUN PAY (YES/NO)	NIGHT DIFFER
WEEK 1	____	____	____	____	____	____	____	_____	_____
START/END TIME	____	____	____	____	____	____	____	_____	_____
SHIFT	____	____	____	____	____	____	____	_____	_____
WEEK 2	____	____	____	____	____	____	____	_____	_____
START/END TIME	____	____	____	____	____	____	____	_____	_____
SHIFT	____	____	____	____	____	____	____	_____	_____

_____ EMPLOYEE SIGNATURE

_____ DATE SUBMITTED

_____ SUPERVISOR SIGNATURE

_____ DATE SUMBITTED

DISTRIBUTION: Copy to Timekeeper, Original to RMO (CSR)

2 – CEFMS Time and Attendance Sheet

CEFMS Time and Attendance Sheet

Pay Period End Date:			Due to Timekeeper by:												
Timekeeper:			Supervisor:						Employee:						
Early Labor Cut-off:			WEEK #1							WEEK #2					
Labor Code			From: 11 Jan 04 To: 17 JAN 04							From: 18 JAN 04 To: 24 JAN 04					
Regular(RG/RF)		Description	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		Date of Month -→	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Sunday Premium Pay (SG–GS Employees//SF–WG Employees)																
Overtime Work (OS/OU) // Comp Time Earned (CE) // Credit Hours Earned (CD)																
Telework (LX)																
Leave Taken																
Annual Leave (LA)																
Sick Leave (LS)																
Holiday (LH)																
Comp LV (CT)																
Credit Hours (CN)																
*Other Paid Leave																
** Non Paid Leave																

*Other Paid Leave: LC-Court Leave; LN–Administrative Leave; LM–Military Leave. **Non Paid Leave: KA-LWOP; KB-Suspension; KC-AWOL; KG-Military Furlough Called to Active Duty Family Medical Leave: DC – Care for Spouse/Parent; DD – Serious Health Condition of Emp; DE – Sick Leave for Family Care/Bereavement; DA – Birth of child or care of newborn

CERTIFICATION: ATTENDANCES AND ABSENCES CERTIFIED CORRECT. OVERTIME APPROVED IN ACCORDANCE WITH EXISTING LAWS AND REGULATIONS FOR NON-EXEMPT FLSA. I DID NOT SUFFER OR PERMIT ANY OVERTIME WORK OTHER THAN AS REPORTED FOR THIS PAY PERIOD.

EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

CEFMS Time and Attendance - Continuation Sheet – Page 2

Pay Period End Date:																Due to Timekeeper by:												
Timekeeper:									Supervisor:							Employee:												
Early Labor Cut-off:							WEEK #1 From: 11 Jan 04 To: 17 Jan 04									WEEK #2 From: 18 Jan 04 To: 24 Jan 04												
Labor Code						Description	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa								
Regular(RG/RF)																												
						Date of Month	11	12	13	14	15	16	17	18	19	20	21	22	23	24								
Sunday Premium Pay (SG–GS EMPLOYEES//SF–WG EMPLOYEES)																												
Overtime Work (OS/OU) // Comp Time Earned (CE) // Credit Hours Earned (CD)																												
Telework (LX)																												

CERTIFICATION: ATTENDANCES AND ABSENCES CERTIFIED CORRECT. OVERTIME APPROVED IN ACCORDANCE WITH EXISTING LAWS AND REGULATIONS FOR NON-EXEMPT FLSA. I DID NOT SUFFER OR PERMIT ANY OVERTIME WORK OTHER THAN AS REPORTED FOR THIS PAY PERIOD.

EMPLOYEE SIGNATURE

SUPERVISOR SIGNATURE

APPENDIX G-1

Starting Draft For
Partnership Council Charter

SAN FRANCISCO DISTRICT, CORPS OF ENGINEERS

In keeping with Executive Order 12871, the International Federation of Professional and Technical Engineers, Local 86 and the San Francisco District Corps of Engineers establish a Partnership Council. The Partnership Charter and the progress of the Council will be reviewed in approximately 6 months for effectiveness and improvements/changes will be made as agreed. Other periodic reviews will be performed in order for the Charter to be a "living" document and to improve the workings of the Council.

OUR VISION

As a Partnership, we commit to establishing an environment that promotes employee empowerment, mission accomplishment and customer satisfaction.

MEMBERSHIP

Each party has 3 core members. We believe that it is important for the core members to attend and actively participate in Council meetings. The initial core membership will sit for approximately 6 months, at which time membership will be reviewed. Initial core members for Local 86 are Mark McGovern, Wally Moser and Helga Grahl. Initial core members for the District are Major Healy, Jim Howells and Sandi Redding. At the agreement of the core membership, non-core members and technical representatives may be invited to participate in meetings or address the Council, however they will not participate in consensus taking. Each party is responsible to obtain approval from the other party for non-core members and technical representatives to attend and participate in meetings. Each party has the option to bring one non-participating observer to attend Partnership meetings. Two core members from each side are necessary for a quorum to conduct meetings.

MEETING TIMES & PLACE

Meetings will normally be held on the second Wednesday of each month at 1030 and will last approximately 1 and ½ hours and not over 2 hours. A 15 minute break will be made at the middle of meetings. Meetings will be held at the main District location. Additional/emergency meeting may be called.

MEETING GUIDELINES

- The parties will rotate chairing Council meetings. These rotations will take place every other month.

- The Chair will provide a reminder of meetings and the agenda to core members approximately one week before each meeting.

- The Chair will open and close meetings, keep the agenda on track, facilitate meetings, and assure that all members have a full opportunity to express their suggestions/opinions.

- We will jointly decide the issues to be addressed by the Partnership which will consist of "global" type matters of concern to a wide population of the District.

- Issues/concerns that have other avenues of redress will not be addressed by the Council, for example grievances and appeals.

- Discussion and problem solving will be based on interest-based problem solving techniques.

- Agreements will be reached by consensus rather that voting.

- For ongoing projects, the person responsible will provide a status report at meetings.

- At the end of each meeting, the agenda for the next meeting will be discussed and jointly determined. During the period of time between meetings, if either party wants to add or delete an item to the agenda, they will contact the other party to obtain agreement before the agenda is modified.

RECORDS

- A note taker will take notes during meetings and will prepare and distribute minutes of the meetings to Core members.

- The minutes will record members present, an outline of items discussed, agreements reached, open and closed items, any priorities identified and the agenda for the next meeting. As applicable, the minutes will reflect what is to be done, by whom and when. Status of agreements will be recorded as related by the person responsible.

- The proceedings of the Council (minutes, agreements, documents distributed at meetings) will be maintained by month in a three ring binder. The binder will be located in the HR Area Office and available for District employee to review.

PUBLICITY

- Publicity to District employees or any other audience about the Partnership will be prepared/concurred jointly by the parties.

- Periodic articles about the Partnership will be published in the District newsletter.

- The Union may post a copy of the latest Partnership minutes on the Union bulletin board.

MAJOR PATRICK J. HEALY	MARC J. McGOVERN
JAMES A. HOWELLS	HELGA GRAHL
SANDRA L. REDDING	WALLACE E. MOSER

APPENDIX G-2

Starting Draft For Partnership Council Items

1. **Upward Mobility Program:**

a. General. Management and the Union agree that it is both their interests to utilize the full skills and potential of all employees. Upward Mobility is a systematic effort that focuses personnel policy and practices on the development and implementation of specific career opportunities for lower level Employees (below GS-9 or equivalent) who are in positions or occupational series which do not enable them to realize their full work potential. The following will not be considered a part of the Upward Mobility Program: (a) Career Intern Program; (b) Cooperative Education Program; (c) Student Employment Program; (d) Training for normal staff development or to improve performance in an Employee's assigned job; (e) Outside recruitment program.

b. Upward Mobility Coordinator. The Upward Mobility Program shall have an Upward Mobility Coordinator. This Coordinator is the central point of coordination and shall work with the EEO Office in establishing, effecting, monitoring and revising the program. The Coordinator shall ensure that all elements of the program fit together and that elements of management (training personnel, evaluation, budget, counseling and supervisory and management levels) participate in planning and implementing the program.

c. Program Provisions. The program will provide developmental opportunities to the lower level Employees which go beyond normal staff improvement practices.

(1) The program shall place special focus on persons at lower grade levels (below GS-9 or equivalent) who are in positions or occupational series which do not enable them to realize their full work potential.

(2) Upward mobility opportunity will be made available on a nondiscriminatory basis.

(3) The program will use a systematic, structured approach with well-thought-out objectives.

(4) The program shall make maximum use of skills and potential of Employees currently in the agency's workforce. It is not a new-hire program, does not guarantee anything except an opportunity, and is not to be limited to any one occupational area.

(5) The program shall provide for career development counseling. The plan shall provide for assistance to Employees in making decisions about their careers. This assistance may come from any source, but it must be a coordinated part of a plan assuring that Upward Mobility candidates and trainees will have sound and current information.

2. **Supply Room:** Management will establish a supply room for normal use items and other items such as desk light bulbs.

3. **Mentor Program:** The Mentor Program will be made available to employees upon arrival or upon relocation from one office to another Mentors may also be recruited from retirees or other past Employees. The mentoring program will be divided into two parts, Immediate and Long Range.

a. **Immediate Mentoring (may also be called "Sponsoring" for the initial inprocessing):** Each Employee new to an office will be assigned a journeyman Mentor with the same or similar position duties. It is anticipated this mentoring program will extend for the entire first year of the new employee's EOD (first day in the new job). Mentors will be available to help with on-the-job training, helping new Employees establish requests for formal training, and day-to-day operations of new positions. If an Employee is new to the area, a Mentor may serve the function of Sponsor in familiarizing the Employee with both Corps and personal surroundings. This may be done prior to arrival as well as after the Employee arrives. Mentors will be established via volunteers and by management assignment of the duties. Mentors will receive training on how to do the mentoring. Mentoring would be added to the TAPES of any Mentor.

(1) Phase One: It is envisioned that the first week or so the employee will be able to sit with the Mentor to learn procedures and where things are located.
(2) Phase Two (approx. 3 months): Access to Mentors would be available on a very available basis. It may be that more than one person would be required to assist an individual based on task/duty knowledge.
(3) Phase Three: For the duration of the year, Mentors would be available on an as-needed basis.

b. **Long Range Mentoring:** A mentoring program will be set up for the entire District for people wanting to go into other areas. Management agrees that this is a good idea and will serve to boost moral. A Mentor Program Coordinator will be assigned. This mentoring program will provide a means of getting people prepared for crossing over into new fields that they are interested in. The long term mentoring will largely be determined by the goals of the individual. They need to determine what they want to aim for and then work with a mentor to help them determine the route to best get them there. The route may require going back to school, getting into a different career field by going down some grades and crossing over, etc. Each individual is going to require their own individually planned map to get them where they want to go. The intent is that a mentoring program will help people who see themselves in dead end jobs, or just want to do something different at some point in their lives, be able to get the help they need.

c. **New Employees:** New Employees will be provided sponsors and access to mentors.

4. **Lunch Room.** See Article 27.14.

APPENDIX H

SPD/SPN Standard PC Configuration Exception Process

A. **Requests for mission-related exceptions.**

1. Employee perceives a problem with a work-related activity, and believes this to be related to restrictions or limitations in the SPD standard Win2K Pro configuration or standard office automation software.

2. Employee reports problem to IM Helpdesk.

3. Helpdesk investigates, and attempts to find a workaround or way to achieve the objective with standard software and configuration. Helpdesk reports results to employee.

4. If employee is not satisfied with the Helpdesk resolution, he or she suggests to immediate supervisor the specific configuration change or additional software required.

5. If supervisor concurs, request is sent with business justification to the Chief of SPN-IM (C/IM). If supervisor denies the request, supervisor sends denial and specific reason(s) to employee. Employees may appeal through their supervisory chain of command.

6. C/IM or designee makes decision based on security, legality, compatibility, facility of software or configuration to meet business objective, support costs, and IM work priorities; informs employee and supervisor; and directs Helpdesk to take any appropriate action. Helpdesk documents all exceptions. C/IM coordinates requests for exceptions from SPD employees with the Director of SPD-IM for final determination. If request is denied, supervisor or employee may appeal to the Deputy Commander (DDE). If DDE sustains denial, then the employee may appeal to the Commander or designee for a final decision. The DE's designee may not be anyone who has already denied the request.

B. **Requests for exceptions for personal use.**

1. Employee sends request to immediate supervisor for the additional software or specific configuration change desired. Request includes proof of legal license for personally owned software and any available information on compatibility with SPD standard software.

2. If supervisor concurs that granting the request would be beneficial to the Corps and/or to the individual, based on Command guidance, request is sent to the Chief of SPN-IM (C/IM). If supervisor denies the request, supervisor sends denial and specific reason(s) to employee. Employees may appeal through their supervisory chain of command.

3. C/IM or designee makes decision based on security, legality, compatibility, support costs, and IM work priorities; informs employee and supervisor; and directs Helpdesk to take any appropriate action. Helpdesk documents all exceptions. C/IM coordinates requests for exceptions from SPD employees with the Director of SPD-IM for final determination. If request is denied, supervisor or employee may appeal to the Deputy Commander (DDE). If DDE sustains denial, then the employee may appeal to the Commander or designee for a final decision. The DE's designee may not be anyone who has already denied the request.

4. If problems or incompatibilities are later determined to be caused by software or configuration changes for personal use, the personal software will be removed or the standard configuration restored.

APPENDIX I

Pepper Spray

1 - SPN MF(undated) CESPN-DE (1130)
SUBJECT: Oleoresin Capsicum (Pepper Spray) Authorization

App'x I-1

1 MAY 03

1 May 03

DEPARTMENT OF THE ARMY
SAN FRANCISCO DISTRICT, CORPS OF ENGINEERS
333 MARKET ST.
SAN FRANCISCO, CALIFORNIA 94105-2197

CESPN-DE (1130)

MEMORANDUM FOR CESPN-OR-O-LS (ATTN: P. Crowley)
CESPN-OR-O-BMV (ATTN: C. Gallagher)
CESPN-OR-O-LM (ATTN: S. Leonard)

SUBJECT: Oleoresin Capsicum (Pepper Spray) Authorization.

1. Reference memorandum, HQ USACE, 10 April 2002, Subject: subject as above.

2. Reference memorandum, CESPD-CM-O, 07 June 2002, Subject: subject as above.

3. I have authorized approval for San Francisco District park rangers to carry and use pepper spray for self-defensive purposes in accordance with the policy requirements contained in the referenced memorandums.

4. A comprehensive District Hazard Analysis (as per EM 385-1-1) has been prepared to document potential hazards associated with the use of pepper spray.

5. A select number of employees will attend a vendor-sponsored Advance Instructor (Train-The-Trainer) Pepper Spray Course on a voluntary basis. Training authorization is required every year by the vendor and recertification is required every four years by completing the 8-hour course. San Francisco District will submit a course outline and vendor name to HQUSACE for approval prior to conducting the advanced training course.

6. Employees may elect not to carry and use Pepper Spray for any reason. All eligible employees who desire to carry Pepper Spray will complete the 6-hour Basic Pepper Spray Training Course. Certification requires the passing of all techniques on a proficiency exam and attaining a passing score on a written exam. Re-certification is required every two years by passing the written and proficiency exam. Full implementation of the program is scheduled for the summer recreation season of 2003.

2 Encl

MICHAEL McCORMICK
LTC, EN
Commanding

CF:
CESPN-DDE (w/encl)
CESPN-OR (w/encl)

2 – CECW-ON Circular No. 1130-2-214 dated April 22, 2002
OLEORESIN CAPSICUM (PEPPER SPRAY) PROGRAM
http://www.usace.army.mil/publications/eng-circulars/ec1130-2-214/toc.htm

APPENDIX J

Business Cards

Employees of the District are not required to have business cards, however, following are available options, should an Employee choose to have business cards:

1 - print business cards on District printers (management's expense – see below);
2 - utilize the discounted rates that the District Executive Office works out by having several orders go in at the same time, at Employee's own expense; or,
3 - have cards printed at Employee's expense at their own source

Management will purchase perforated card stock and allow Employees to produce their own business cards using existing software (e.g. MS Word, PowerPoint, etc.) and print them on color printers. Authorized Templates must be used and will be available on a shared drive (exact location will be announced as soon as they are on line).

Card stock will be available from Logistics Management Office on 9th floor at 333 Market St, and by regular supply method at the lakes, Baseyard, Bay Model and Eureka. Each Employee may obtain a reasonable amount of sheets as needed. Since information (pager, cell phone, e-mail address, cubicle #, etc.) changes periodically, it is recommended to make no more than 50 or so at a time depending on need rather than printing a lot and then having to mark them up later. If only used occasionally, then only one or two sheets (they come 10 cards to a sheet) at a time should be printed, with more printed upon need or change of information.

Business Card-Helga Grahl

U.S. Army Corps of Engineers
San Francisco District

Helga Grahl
Emergency Management Specialist

333 Market Street, Room 823 (415) 977-8729
San Francisco, CA 94105-2197 Fax: (415) 977-8743
Office Symbol: CESPN-OR-E Pager: (877) 229-8103
Cell Phone: (415) 608-9911
email: Helga.i.grahl@usace.army.mil

U.S. Army Corps of Engineers
San Francisco District

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APPENDIX K

DEPLOYMENT Of CIVILIANS

Click on the following for Civilian Deployment information:

1 – **SPD DEPLOYMENT GUIDE**

2 – **PRE-DEPLOYMENT CHECKLIST**

APPENDIX L

Drug Testing

EP 600-1-3 and its Appendices and undated letter from HQ, U.S. Army Medical Command, Subject: Medical Review of Department of the Army (DA) Civilian Urinalysis Drug Testing Results

1 – **Medical Review of DA Civilian Test Results Feb 03**

DEPARTMENT OF THE ARMY
HEADQUARTERS, U. S. ARMY MEDICAL COMMAND
2050 WORTH ROAD
FORT SAM HOUSTON, TEXAS 78234-6000

REPLY TO
ATTENTION OF

MCHO-CL-H

MEMORANDUM FOR Commanders, MEDCOM, MEDCENs/MEDDACs

SUBJECT: Medical Review of Department of the Army (DA) Civilian Urinalysis Drug Testing Results

1. The U.S. Army Medical Command (MEDCOM) has established a contract to centralize medical review of DA civilian drug testing results. Military Medical Review Officers (MROs) will no longer review DA civilian test results effective 1 Apr 03. The Contract MRO service will follow Department of Transportation (DOT) and non-DOT requirements dependant on what is marked on the client collection form (CCF) for the civilian employee.

2. Exceptions to this policy will be granted to medical treatment facilities (MTFs) who possess a civilian physician trained in both DOT and non-DOT MRO procedures. The MTFs will forward certificates of training for the MRO to the MEDCOM point of contact (POC) for exceptions to this policy. Once an exception is granted the civilian drug testing laboratory at Fort Meade, MD will forward copy two of the CCF to the MTF for MRO review.

3. Questions regarding the review of civilian drug testing results can be directed to our POCs, LTC Mark R. Bruins, Drug Program Manager or Dr. Donald Kippenberger, Deputy Drug Program Manager, Behavioral Health Division, Office of the Assistant Chief of Staff for Health Policy and Services, DSN 471-7256/7198 or Commercial (210) 221-7256/7198.

FOR THE COMMANDER:

CARLA G. HAWLEY-BOWLAND
Colonel, MC
Assistant Chief of Staff for
Health Policy and Services

2 – **EP 600-1-3** USACE Drug Testing Procedures
http://www.usace.army.mil/publications/eng-pamphlets/ep600-1-3/entire.pdf

APPENDIX M

Child Care Subsidies And Facilities

Federally Sponsored Child Care Centers

Many Federal agencies sponsor on-site child care centers for their employees. Agencies are authorized by 40 U.S.C. 490(b) to provide, free of charge for rent or services, space for child care centers on the conditions that: (1) space is available; (2) child care services will be provided to a group of individuals of whom at least 50 percent of the children enrolled in the center have one parent or legal guardian who is a Federal employee; and (3) priority for available child care services will be given to Federal employees. Contact DoD's Office of Family Policy at 1-888-CDP-3040 for more information.

Federally sponsored child care centers as of April 2003 are listed below alphabetically by State. Those marked with an asterisk are in Federal buildings that are controlled by the General Services Administration (GSA). See OPM website for additional information and updates at: http://www.opm.gov/wrkfam/html. Also see Federal and National Organizations for a description of GSA's role in Federal child care and a listing of GSA Regional Coordinators.

Following are federally sponsored centers in California:

CALIFORNIA

Cubland Day Care Center
USDA Forest Service
Shasta-Trinity National Forest
Big Bar Ranger District
Star Route 1, Box 10
Big Star, CA 96010
(530) 623-6106

Mountain Kids Day Care Center
USDA Forest Service
Sierra National Forest
1600 Tollhouse Road
Clovis, CA 93611
(209) 873-2500

Smokey's Kids
USDA Forest Service
Eldorado National Forest
Placerville Ranger District
4260 Eight Mile Road
Camino, CA 95709
(530) 647-2327

MinMar Child Care Center
USDA Forest Service
Sierra National Forest
1600 Tollhouse Road
Clovis, CA 93611
(208) 877-4114

Ames Child Care Center
NASA Ames Research Center
Mail Stop T-20-D
Moffett Field, CA 94035-1000
(650) 604-4184

Two Rock Child Development Center
U.S. Coast Guard Training Center
Petaluma, CA 94952-5000
(707) 765-7334

*Cottage Kids Children's Center
Federal Office Building
2800 Cottage Way
Sacramento, CA 95825
(916) 979-2011

Cheryl Andersen-Sorensen Child Care Center
VA Medical Center
4150 Clement Street
San Francisco, CA 94121
(415) 751-8511

*Healthy Environments Child Development Center
95 Hawthorne Street
San Francisco, CA 94102
(415)744-8754

Tot's Landing Child Development Center (FAA)
5125 Central Avenue
Fremont, CA 94536
(510) 713-8713

Cherub Child Care Center
853 Center Avenue
Martinez, CA 94553
(925) 228-5800

*GeoKids
US Geological Survey
345 Middlefield Road
Menlo Park, CA 94025
(650) 329-4234

VA Medical Center
3801 Miranda Ave.
Palo Alto, CA 94304
(650) 852-3497

Richmond Magic Years
Social Security Building
1221 Nevin Avenue, Suite 200
Richmond, CA 94802
(510) 970-7100

APPENDIX N

Title 5, U.S. Code, Chapter 71

The Federal Service Labor-Management Relations Statute

A copy of the Federal Services Labor-Management Relations Statute is enclosed in the hard copies of this Agreement and is available from Human Resources, the Union, or it may be printed from the internet at the Federal Labor Relations Authority website.

The internet link for the Federal Services Labor-Management Relations Statute is:
http://www.flra.gov/statutes/fslmrs/fslmrs.html or
www.law.cornell.edu/uscode/5/ch71.html .