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Agreement Between U.S. Army Engineer District

Albuquerque

and

Local 2430

American Federation of Government Employees



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AGREEMENT BETWEEN

U. S. ARMY ENGINEER DISTRICT, ALBUQUERQUE, NEW MEXICO

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES AFL-CIO LOCAL 2430
FORT LYON EMPLOYEES AN INTER-DEPARTMENT LOCAL

PREAMBLE

Pursuant to the policy set forth in Chapter 71, 5 U. S. Code. Labor-Management Relations in the Federal Service, and subject to all applicable statutes and the regulations as issued by the United States Office of Personnel Management and the Department of the Army, the following articles constitute an agreement by and between the District Engineer, U. S. Army Engineer District, Albuquerque, New Mexico, hereinafter called the Employer, and American Federation of Government Employees AFL-CIO Local 2430, John Martin Reservoir, Colorado, hereinafter referred to as the Union.

ARTICLE I

BARGAINING UNIT

The unit for which the Union is recognized as the exclusive representative includes all eligible employees at John Martin Reservoir, except managerial executives, professional employees, supervisors, guards and employees engaged in personnel work in other than purely clerical capacity.

ARTICLE 2

AUTHORITY

This agreement and any revision, modification, and/or amendments to it which may later be approved, are entered into under the authority granted in Chapter 71, 5 U. S. Code and letter of recognition from the District Engineer to the President of the Union dated April 5, 1968.

ARTICLE 3

PURPOSE

- A. To establish the policies, procedures and methods that govern the working relationship between parties and to define the nature of matters of mutual concern.
- B. To provide for and to insure employee participation and consultation in the formulation of personnel policies and procedures which are within the authority of the District Engineer.
- C. To promote the highest possible degree of efficiency in accomplishing the objective of the Dam.
- D. To provide for systematic consideration of matters of mutual concern and to promote cooperation between the Employer and the Union on these matters.
- E. The parties of this agreement recognize that attainment of these goals requires sympathetic objective consideration of the other party's viewpoint. To this end, it is agreed that the parties will meet and confer, at reasonable times, for the purpose of reaching understandings and agreement on the subjects outlined in Article 6, Subject Areas for Negotiation or Consultation.

ARTICLE 4

STATUS OF UNION REPRESENTATIVES AND MANAGEMENT OFFICIALS

A. Union officials shall experience no interference, coercion, restraint, discrimination, reprisal or harassment in carrying out their legally authorized duties, nor shall the performance of such duties affect their performance rating.

B. The Employer will recognize as Union officials and representatives such persons as are properly certified by the Union, in writing, and will meet with such officials and representatives in the performance of their designated Union duties as often as reasonably required.

C. Authorized local and national Union representatives may visit John Martin Reservoir to meet with the Employer with prior mutual agreement between the Union and the Resident Superintendent.

D. The Employer shall experience no interference, coercion, restraint or harassment in carrying out its legally authorized duties in administering the provisions of this agreement or in carrying out its responsibilities with respect to the provisions of law, regulation or published policy.

ARTICLE 5

MUTUAL RIGHTS AND OBLIGATIONS

A. Nothing in this agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

B. In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time this agreement was approved, and by subsequently published agency policies and regulations required by law or by regulation of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

C. Management officials retain the right, in accordance with applicable laws and regulations:

1. to determine the mission, budget, organization, number of employees, and internal security practices; and

2. in accordance with applicable laws:

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

(b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the District's operations shall be conducted;

(c) with respect to filling positions, to make selections for appointments from -

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(d) To take whatever actions may be necessary to carry out the District's mission during emergencies.

D. Since the Union is recognized as the exclusive representative of the employees in the Unit, hereinbefore defined, it is entitled to act for and to negotiate agreements covering all employees in the Unit. It is responsible for representing the interest of all employees in the Unit without discrimination and without regard to Union membership. The Union shall be given the opportunity to be represented at formal discussions between Employer and employees or employee representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions or employees in the Unit.

E. The Employer has the obligation of:

1. Carrying out the Labor-Management Relations Program involving employees in the Unit in conformance with the requirement of regulations of Office Chief of Engineers and Chapter 71, 5 U. S. Code.

2. Taking such measures as necessary to insure that the actions of management and supervisory officials are consistent with the provisions of regulations of Office Chief of Engineers and Chapter 71, 5 U. S. Code.

3. Assuring protection afforded by regulation to employees in exercising their rights under the provisions of regulations of Office Chief of Engineers and Chapter 71, 5 U. S. Code.

4. Assuring that employees are informed of their rights and obligations under the provisions of Labor-Management Relations Program as contained in Engineer Regulation 690-1-711, Office Chief of Engineers, which is available for review by any employee of the unit.

F. The word "emergency" as used in this agreement refers to unforeseen situations such as those involving preservation of health, welfare, and safety of personnel, protection of property; temporary peak workloads; and unscheduled absences from positions required to maintain rotating shift schedules. The conditions of emergency shall be determined by the Employer; however, the Union may question the validity of a determination that an emergency exists.

ARTICLE 6

SUBJECT AREAS FOR CONSULTATION OR NEGOTIATION

A. Matters appropriate for consultation and/or negotiation between the Union and the Employer are policies, programs and procedures affecting working conditions which are within the authority of the Employer. These include, but are not limited to, such matters as health and safety, training, labor management cooperation, grievance procedures, leave scheduling, rotation, merit promotion procedures, incentive awards, disciplinary and adverse actions, hours of duty, position description, and implementation of policies relative to rates of pay.

B. In prescribing regulations relating to personnel policies and practices and working conditions, the District Engineer shall have due regard for the obligation imposed by Section 7106(b), Chapter 71, 5 U. S. Code.

C. The requirements of Section 7106(a), Chapter 71, 5 U. S. Code shall apply to all supplemental, implementing, subsidiary or informal agreements between the Corps of Engineers, John Martin Reservoir and the Interdepartmental Local AFGE 2430.

D. This does not prevent management and the Union from consulting with each other concerning appropriate arrangements for employees adversely affected by the impact of realignment of work forces (including contracting out) or technological change.

ARTICLE 7

UNION-EMPLOYER MEETINGS

A. Both parties agree to maintain a joint Union-Employer Committee. Quarterly or as mutually agreed, a meeting will be held between the Employer and the Union to discuss matters concerning Labor-Management Relations. The meetings will be held at a convenient time and location agreed to by both parties with a summary of the meeting to be prepared by the Resident Superintendent and copy furnished to both parties. The Union agrees to furnish in writing, through its Vice President, subjects desired for discussion, three workdays prior to the meeting.

B. Union representation on the Union-Employer Committee will be selected by the Vice President or other officers and/or properly chosen representatives. Generally two or three officials will represent each party.

C. Meetings officially requested for consultation or discussion concerning working conditions or other appropriate matters will be conducted during the basic workweek of Monday through Friday and the standard workday. All employees in attendance will make necessary arrangements with their supervisors for absence from their work locations. Reasonable time will be granted to a Union representative without charge to leave. In no case will consultation and discussion time be the basis for claiming overtime.

D. Consultation meetings will be held by mutual agreement on matters such as Appeals, Employees Benefits, Performance Evaluations, Equal Employment Opportunities, Environmental Pay, Employee Morale, Incentive Awards Program and other items of mutual interest.

E. Prior to publishing any new personnel policy issuance, the Employer will submit a draft of the proposed policy to the Union Vice President for consultation and recommendations. The draft will be returned within seven workdays.

ARTICLE 8

STEWARDS AND ALTERNATES

A. The Employer recognizes the right of the Union to designate a Steward and Alternate. The purpose of the Union Steward is to promote an effective relationship between supervisor and employees by helping to settle problems at the lowest possible level of the organization.

B. The Union shall supply the Employer in writing the names of the designated steward and one alternate. Only a person who is designated on the current list will be recognized by the Resident Superintendent as a Steward.

1. The following will be required of Steward and Union officials when pursuing Union business:

(a) Steward shall not solicit grievances, but employees of the Unit shall have the right to call their steward or officer by telephone or to leave their work area with the approval of their supervisor in order to visit their steward or officer regarding a grievance.

(b) Request permission from his immediate supervisor and advise him of the time he expects to be gone.

(c) State the area in which he is to conduct his business.

(d) Check in with the supervisor in that area. If the steward is not permitted to see the employee, the person in charge will orally advise the steward the reason therefor and set a time when the steward can see the employee.

(e) Upon completion of his business, check back in with his immediate supervisor who will insure completion of the Official Time Report.

2. On-duty training for officers and stewards conducted by the Union, where the training will be of advantage or benefit to the COE as well as the Union, may include the alternate. When the workload permits, the officers, steward and alternate may be excused to attend the on-duty training.

C. The following is understood to constitute the functions of each steward so designated:

1. They should make on-the-scene investigation of grievances, first with the immediate supervisor, and may proceed up to and including the Resident Superintendent. The right to investigate a grievance does not include interviewing visitors or non-COE employees. The steward is permitted to discuss the problem with the employee or employees immediately concerned to achieve a settlement.

2. They may assist the aggrieved employee in the written presentation of a grievance.

D. The following is understood to constitute the functions of the Vice President:

1. Assist the steward when he has been unsuccessful in resolving a complaint and proceed to higher authority when necessary.

2. He will observe the procedures set forth in Section C.

E. All stewards will carry out their functions in accordance with the following standard of conduct.

1. Before attempting to act on any employee's grievance, the steward will require the employee to discuss the matter with the appropriate supervisor and to attempt to resolve his problem.

2. Meetings with supervisory personnel and employees will be held in surroundings which are as private as possible and will be conducted in a quiet and dignified manner. Whenever possible, such business will not be conducted in full view of the general public or unconcerned employees.

3. The steward understands that his stewardship function does not in any way relieve him or her from observing all rules on conduct established by law, regulation, or agency policy.

4. The Vice President will be given reasonable time to advise the employee or process grievances in the absence of a steward or alternate.

F. The Union agrees that the conduct of those activities concerned with the internal management of the Union or membership meetings, solicitation of membership, collection of dues, campaigning for Union officers, conduct of election for union officers and distribution of literature will be conducted outside regular work hours whether conducted by Steward, Alternate, Union officers or other employees of the unit.

ARTICLE 9

BULLETIN BOARD

A. Distribution of literature by an employee member of an employee organization will be permitted provided the employee distributing the literature does so outside his regular working hours and that the placing of literature on the desk or at work place of an employee is done outside their regular working hours. Meal periods are not considered as regular working hours.

B. Bulletin Boards: The Corps of Engineers will supply space on bulletin board in the Lunch Room of not less than five square feet.

C. Union officials may post notices on the designated bulletin board without prior approval of management at the John Martin Reservoir. The Union is fully and solely responsible for the posted material, in terms of accuracy and adherence to ethical standards, and the Union is responsible for any statements made against any individual or organization, to the extent that the Union may have to substantiate the statements (or otherwise answer for their charges) through the courts or other legal proceedings. Management reserves the right to post-audit the notices and take appropriate action, such as suspension or revocation of the privilege, when it is abused.

ARTICLE 10

HEALTH BENEFIT PLANS

The Reservoir Office will be furnished one copy of all authorized Health Benefit brochures (including AFGE Health Benefit Plan) which will be made available to all employees for review. During open enrollment periods, employees will be given full information on the plans available. All data concerning the American Federation of Government Employees Health Benefit Plan to be furnished eligible employees will be supplied by the Union.

ARTICLE 11

SUPERVISOR-EMPLOYEE RELATIONS

- A. The counseling and correcting of employees will not normally be in the presence of other employees, or visitors, nor shall any supervisor or employee resort to abuse, ridicule, slander or defamation.
- B. Generally, when a written summation of a counseling is presented to an employee, records of such documents will be destroyed after one year unless the purpose of the documents has not be satisfied.
- C. If the Employer determines that unofficial records are being kept, the Employer will conduct an investigation, with Union representation, to determine the validity of such records and take appropriate action as required.

ARTICLE 12

INCENTIVE AWARDS

- A. All employees shall be informed of the Incentive Awards Program. It is the desire of the Employer and the Union that all beneficial suggestions be processed in a timely and expeditious manner.
- B. No percentage will be used in determining the number of employees to receive awards.
- C. Explanation for rejection of all suggestions will be made in writing by the Incentive Awards Executive Secretary. The employee will be afforded the opportunity to review his suggestion file if he requests and may be accompanied by a Union representative.
- D. Supervisors shall use the Incentive Awards Program to recommend deserving employees for Special Achievement Awards.

ARTICLE 13

TRAINING OF EMPLOYEES

A. The training and development of employees is a mutually beneficial program. The Union will be kept informed of training programs. The Union may make recommendations to the Employer relative to the training of employees. The Employer will consider recommendations and implement any approved recommendations.

B. When training is given primarily to prepare employees for advancement and this training is required for promotion, the Merit Promotion Plan must be followed in selecting employees for assignment to the training.

C. If a new major duty is assigned to a position and the incumbent does not know how to do it, the Employer will provide necessary training. The parties agree to stress to the employees the need for self development and training to increase efficiency and work output.

D. Whenever technological changes cause abolishment of some jobs and establishment of others, the Employer agrees to utilize the abilities and skills of the displaced employees by training programs designed to qualify these employees for other jobs to the maximum extent possible.

ARTICLE 14

ENVIRONMENTAL PAY

The Union may bring to the attention of the Employer areas of employment for which hazard pay may be authorized. The consultation process will be utilized in accordance with the Federal Personnel Manual and Department of the Army's Civilian Personnel Regulations.

ARTICLE 15

HEALTH, SAFETY AND SANITATION

A. The Employer agrees to make every effort to provide and maintain safe and healthful working conditions for all employees and will comply with applicable Federal, State, and local laws and regulations relating to the safety and health of its employees. Each supervisor will take prompt and appropriate action to correct any unsafe or unsanitary condition or action which is reported or observed by him. All employees are responsible for attention to personal safety and prompt reporting of observed unsafe or unsanitary conditions to the supervisor and the Union Vice President.

B. The Employer and the Union will cooperate in a continuing effort to eliminate accidents and health hazards and promote superior standards of safety.

C. It shall be the responsibility of the Employer to take whatever steps are necessary to implement the acceptable recommendations. There shall be no undue delays.

D. The Employer agrees to furnish protective clothing, safety glasses, and other equipment necessary for the performance of assigned work, according to existing regulations. The Union may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration. The Union agrees with the policy that appropriate disciplinary action should be taken where employees or the employer fails to use or provide the protective apparel and equipment.

E. All reportable accidents shall be processed through the applicable procedure.

F. With the filing of compensation forms, it shall be the responsibility of the supervisor to inform the employee of his rights and benefits under the Office of Worker's Compensation Program. The Employer agrees to provide the necessary training to enable supervisory employees to accomplish the above. The employee is responsible for reporting any job incurred accident to his supervisor.

G. The Employer recognizes the right of employees to be furnished satisfactory lunch areas.

H. Lockers will be furnished as determined necessary by the Employer. Sanitary facilities with change room incorporated will be provided.

ARTICLE 16

LEAVE FOR UNION ACTIVITY TRAINING/INDOCTRINATION

A. Union officials will normally be allowed reasonable time, to attend training sponsored by the Labor organization where the training will be of advantage or benefit to the COE. This absence for training will not exceed eight (8) duty hours per union official or a total of 24 hours for all within a 12 month period. Requests to attend such training should be submitted in writing, with information supplied by the Union, setting forth the intent of the training, location, duration, a statement of how the training is related to the employee's performance of his organizational duties, and a statement that the training is required. Such request should be made sufficiently in advance to allow the Supervisors time to review and make a decision.

B. The Employer agrees to authorize annual leave or LWOP, based on workload and on adequate staffing, to Union officials for attendance at Union sponsored conventions and meetings concerning internal Union business. Such requests should be made at least five (5) days in advance to allow the Supervisor time to review and make a decision.

ARTICLE 17

ANNUAL LEAVE

The purpose of annual leave (vacation time) is to insure that all employees have the opportunity to rest and relax. Therefore, all employees will generally be allowed to use two (2) consecutive weeks for vacation purposes each year. All employees may not be able to get the vacation period they wish. Supervisor will make every effort to establish an orderly system which will be fair to all.

A. The Resident Superintendent will establish a schedule which will provide an opportunity for each employee to plan a two (2) week vacation. Vacations exceeding two weeks duration may be permissible. Supervisor must use judgement in granting longer periods in order not to deprive other employees of their preferred vacation period and to insure that appropriate coverage is available at all times. If a deadline date is necessary for employees to state their preferred dates for annual leave, they will be so notified of said date. Within six (6) weeks after the deadline date, the supervisor will post and have readily available the approved leave for the year.

B. If an employee does not select a vacation date within the specified time limits (deadline date, see Par A above), his leave may be scheduled by the supervisor to accommodate workloads. In no case will he be permitted to "bump" an employee whose dates have been established. Exceptions may be made by mutual consent of all concerned. Once an employee's leave has been scheduled, he or she will be so notified.

C. A standard Form 71 will be made out five (5) days in advance on scheduled leave and must be used for request of over three (3) days. Short periods of leave (three days or less) should be requested as far in advance as possible. Emergency leave request must be discussed with the supervisor and specific approval must be obtained.

D. Approved annual leave will begin immediately following an employee's administrative days off. Exception to this would be that they requested otherwise.

ARTICLE 18

SICK LEAVE

A. A joint responsibility exists between the employee and the Employer for the use of sick leave. The union will cooperate with the employer for the benefit of the employee and for the purpose of accomplishing the work function by encouraging all employees within the bargaining unit to conserve their sick leave, using it wisely and only when needed. The employee who becomes ill is responsible for notifying his supervisor as early as possible, but no later than the first two hours of the tour of duty, and give estimated length of absence from duty. An employee will not be required to reveal the nature of illness.

B. Sick leave shall be approved when requested in advance for visits to physicians, surgeons, dentists, practitioners, or opticians for the purpose of securing examination or treatment.

C. The Employer agrees that employees will not be required to furnish a physician's certificate or suitable evidence to support a request for approval of sick leave unless the sick leave is over three (3) consecutive work days, except in individual cases where there is evidence that the employee may be abusing his sick leave privilege. He shall be counseled orally by his supervisor who will inform the employee that he expects an improvement in his attendance. If no improvement is made, the supervisor will notify the employee, through a formal letter, that a physician's certificate may be required for each future absence for which sick leave is requested, unless the employee can explain the reason for the lack of improvement. Employees, when required to bring a physician's certificate, will submit it within ten (10) calendar days of their return to duty.

D. In lieu of a medical certificate, the employee's signed statements explaining the nature of his illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians, remoteness of locality, or because the illness does not require the service of a physician. When the immediate supervisor is satisfied that the employee was absent because of illness, the certificate is not required.

E. Employees who present a bona fide physician's certificate supporting periods of sickness or injury will not have these periods charged against them in counseling for abuse of sick leave or disciplinary actions.

F. Both parties agree that, in those cases where a physician's certificate is required because of questioned abuse of sick leave, the supervisor will

review the employee's record of sick leave usage for the purpose of determining whether the action may be eliminated. These reviews will take place not later than six months from the date of issuance of the notice. If, in the opinion of the supervisor, the review shows enough improvement to warrant cancellation of the notice, the employee will be so informed in writing. If the review does not show enough improvement to warrant cancellation, the employee will be informed in writing that the original notice will remain in effect for an additional six months. The employee reserves the right to Union representation.

G. The Employer may grant advanced sick leave for serious illness or pregnancy to any employee when the employee requests it in accordance with applicable laws and regulations.

H. The employer shall not publish individual sick leave records.

ARTICLE 19

POSITION DESCRIPTION

A. A copy of the appropriate position description reflecting the approved classification action will be provided each employee. The Union Vice President will be provided with a copy of a position description upon request for review.

B. Employees who feel that their position is improperly evaluated or classified have the right to appeal. Employees will first discuss the problem with the appropriate supervisor and representative if desired in accordance with the procedures described in applicable regulations. Classification and evaluation standard are available for review and study in the Personnel office.

C. The Employer will notify the Union where applicable when new or revised Position Classification Standards for Class Act Position and Job Grading Standards for Wage Grade positions are received. Implementation of all standards will be completed in compliance with OPM and DA directives.

D. In order to insure proper supervisory - employee work relationships, employees have the responsibility to read their current position description. Employees have the responsibility to discuss any points they do not understand concerning their position descriptions with their supervisor.

E. The Employer, through its managers and supervisors, retains the right to assign any major duties to any employee. It also retains the right to assign any other duties consistent with good management practices, to

any employee, in addition to major duty assignments. However, it is not intended that duties inconsistent with the general level of a job will be regularly assigned without action to review the job.

F. If the employee is not satisfied refer to paragraph B above or file an appeal through agency or statutory procedures.

ARTICLE 20

HOURS OF DUTY

A. Work schedules will be posted at least a minimum of two weeks or 14 calendar days in advance of the effective date.

B. The administrative work week shall be seven (7) consecutive days beginning at 0001 hours Sunday and ending at 2400 hours the following Saturday. Five consecutive days will be considered the normal tour of duty followed by two days off. Tour of duty refers to the hours of the day and the days within an administrative work week, fixed in advance, during which the employee is required to perform service on regular, repetitive hours.

C. Rotation of weekends and holidays off will be on an equitable basis. The weekend is defined as Saturday and Sunday.

D. Individual temporary changes in scheduled hours of duty shall be in compliance with applicable laws and regulations and posted in the work area as soon as possible.

E. Individual temporary changes in scheduled hours of duty will be distributed and rotated equitably among employees, and the Union representative may consult with the supervisor concerning the assignment of scheduled hours of duty. Any complaints or disagreement on the changes of assignment of scheduled hours shall be handled in accordance with the grievance and appeals procedures. The work schedules shall be maintained by the Employer and may be reviewed by the Union representative.

F. The Employer will provide a reasonable amount of time for employees to clean up prior to the lunch period and at the end of the work day for clean up of equipment and tools, and all government property.

G. The Employer agrees to permit employees a 15 minute rest period during any four (4) hours tour of duty so long as the privilege is not

abused. Rest periods must be regulated to maintain adequate coverage at all times. Rest periods may not, under any circumstances, be continuations of the lunch period, and they may not be granted immediately after the beginning of the work day or immediately prior to the end of the hours of duty nor shall they be accumulated. If a tour consists of slightly less or more than 4 hours, a rest period will be allowed in the middle of the tour.
See amendment to ARTICLE 20 After Signature page of this agreement.

ARTICLE 21

OVERTIME

A. Overtime compensation shall be paid for all time officially ordered or approved and worked in excess of eight (8) hours per day or forty (40) hours per week within the administrative work week as prescribed by Department of Army Regulations and OPM regulations.

B. Overtime will be rotated among qualified and willing employees on an equitable basis. When overtime work is required, the employee if available, who normally performs this work during the regular workweek will be assigned to perform the overtime work.

C. Advance notice will be given by the supervisor to the employee when he will be required to work overtime, so that he may make the necessary arrangement, except in an emergency.

D. Employees' preference to work or not work overtime will be given full consideration by the supervisor involved, however, if a work situation requires completion or an emergency exists, each employee will work as required.

E. Call back on an emergency basis or on-call employees will be provided two hours time except for employees living on site. If the work is completed prior to the two (2) hours, the employee will not be kept just to fill out the two (2) hours.

F. In the event of an extension of a regular work shift into more than a three (3) hour overtime work period, arrangements will be made and reasonable time allowed for procurement of food at the end of the regular shift and each four (4) hours thereafter. Meal period will be on employee's own time.

G. Generally, annual leave will not be scheduled for the same pay period in which it is expected that employee will have to work overtime to complete assignments which are part of his normal duties.

ARTICLE 22

PROMOTIONS

A. It is agreed that the policy of the Corps of Engineers is to utilize employee skills and qualifications to the maximum extent possible by selecting and promoting employees on the basis of merit. In accordance with Corps of Engineers policy, the Employer agrees to select and promote from the most highly qualified employees available.

B. Vacancy announcements, will be advertised for a period of not less than seven (7) calendar days prior to the closing date to give employees an opportunity to apply for the job. Announcements will provide a summary statement of required qualifications and, if appropriate, a statement of any special knowledge, skill and abilities determined essential. Employees who are absent from duty during the posting period due to leave, for any reason, may have their supervisor or an officer or steward of the Union file for him. The Union Vice President shall be given the opportunity to review a copy of all promotion announcements published.

C. Except for supervisors potential, supervisory evaluations used in connection with merit promotion announcements may be discussed with the employee upon request. Every effort will be made on the part of the immediate supervisor to explain the evaluation.

D. If an employee's accumulation of earned annual leave or sick leave is a factor in rating for promotion, a complete review will be made.

E. Supervisors will keep employees advised of strengths and weaknesses in their job performance and what the employees should do to improve their chances for promotions.

F. Qualified employees for a vacancy and not selected will be notified in writing of non-selection as soon as possible.

G. Any employee with a supervisory appraisal on record may normally request a new appraisal after six (6) months. It shall be the responsibility of the personnel office to request the appraisal from the supervisor.

H. The Union Vice President upon request will be informed of the employee selected.

I. Pre-selection of candidates to fill vacancies will not be tolerated. Any infraction of such shall constitute grounds for filing a grievance.

J. Requests for reassignment by employees will be considered as vacancies occur.

ARTICLE 23

DETAILS

A. Assignment of an employee to a position outside of the one to which he is regularly assigned for a period of more than thirty days will be accomplished by formal Detail recorded by Request for Personnel Actions. Such actions shall be included in the employee Official Personnel File. For periods of less than thirty days, supervisors may submit an office memorandum to the Personnel Branch indicating the type of detail and length, for inclusion in the Official Personnel Folder of the employee. If an employee feels he is not receiving credit for an assignment which he feels is a detail, he may check this record with the Personnel Branch for possible correction.

B. If details are used to develop or evaluate employee skills for a known reassignment or promotion to another position, such details must be announced under published Merit Promotion Plan. Applicants for such details will be rated and selected under the provision of the published Merit Promotion Plan prior to effecting the detail. Where several employees are selected for a detail of training, development or evaluating purposes, all will be detailed for an equal amount of time.

ARTICLE 24

RELATIONSHIP OF THIS AGREEMENT TO AGENCY POLICIES, REGULATIONS AND PRACTICES

This agreement is a "Living" document and the fact that certain conditions are reduced to writing does not alleviate the responsibility of either party to meet with the other to discuss and consult on matters not originally covered by the Agreement. It is agreed that the Employer will notify the Union and, if either party desires, confer with the other before making changes of policy, programs, and procedures that are discretionary with the Employer and are related to working conditions of employees in the unit. It is recognized by the parties that certain fundamental principles such as competitive selection of appointees, grading of positions according to Wage Grade and Classification Act Standards, promotion according to merit and fitness, and job protection procedures established by law are not subject to modification as a result of consultation, negotiation, or the provision of this agreement.

ARTICLE 25

GRIEVANCE AND ARBITRATION PROCEDURES

A. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. This is the exclusive procedure for resolving grievances except as provided in paragraphs 2 and 3 below.

A grievance means any complaint:

1. By an employee(s) or the Union concerning any matter relating to employment; or
2. By an employee, the Union or management concerning the interpretation or application of this agreement and any supplements or any claimed violation, misinterpretation or misapplication of law, rule or regulation affecting conditions of employment.

Except that it shall not include a grievance concerning:

- (a) Any claimed violation relating to prohibited political activities (Subchapter III of Chapter 73 of Title 5); or
- (b) Retirement, life insurance or health insurance; or
- (c) A suspension or removal in the interest of national security under Section 7532 of Title 5; or
- (d) Any examination, certification or appointment; or
- (e) The classification of any position which does not result in the reduction in grade or pay of an employee; or
- (f) Decisions on Incentive Awards.

3. Under 5 USC S7121, the following actions may be filed under the Statutory appeal procedure or the negotiated grievance procedure, but not both:

- (a) Actions based on unsatisfactory performance (5 USC S4303)
- (b) Adverse actions (5 USC S7512)
- (c) Discrimination (5 USC S2302 (B)(1))

4. Nothing in this Agreement shall constitute a waiver of any further appeal or review rights permissible under Chapter 71, Title 5, USC. An employee shall be deemed to have exercised his/her option under this Section when he/she timely initiates an action under the applicable statutory procedure or files a timely grievance in writing under the negotiated grievance procedure, whichever event occurs first. Discussions between an employee and an EEO counselor would not preclude an employee from opting to select the negotiated grievance procedure if the grievance is otherwise timely.

B. Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union will make every effort to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, his performance, or his loyalty or desirability to the United States Government, or to the immediate Employer.

C. Reasonable time during working hours will be allowed for employees and Union representatives to discuss, prepare, and present grievances. An employee or group of employees in the unit may be represented by the Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure; however, an employee or group of employees in the unit may present such grievances without representation or intervention of the Union so long as any adjustment of such grievance is consistent with the terms of the Agreement, and the Union is given the opportunity to be present, on official time, at the time of adjustment.

D. If either party considers a grievance nongrievable or non-arbitratable, the original grievance will be considered amended to include this issue. The Agency must assert any claim of non-grievability or non-arbitrability no later than the Step 3 decision. Disputes over grievability or arbitrability which are not settled at Step 3 will be referred to arbitration as a threshold issue in the related grievance.

E. Employees and/or their representative are encouraged to discuss issues of concern to them, informally, with their supervisors at any time. Likewise employees and/or their representative may request to talk with other appropriate officials about items of concern without filing a formal grievance if they choose. The following steps will be followed when a grievance is initiated.

Step 1. An employee and/or the Union shall present the grievance to the immediate supervisor in writing within 15 calendar days of the date that the employee or Union became aware or should have become aware of the act or occurrence. The immediate supervisor will make every effort to resolve the grievance immediately but must meet with the employee and his/her Union representative (if any) and provide a written answer within 10 calendar days of receipt of the grievance.

Step 2. If the grievance is not satisfactorily resolved at Step 1, it shall be presented to the facility manager or designee, in writing, within seven (7) calendar days of the Step 1 supervisor's decision. The grievance must state, in detail, the basis for the grievance and the corrective action desired. The facility manager, or designee, shall meet with the employee and his/her representative and provide an answer, in writing, within 10 calendar days.

Step 3. If no mutually satisfactory settlement is reached as a result of the second step, the aggrieved party or the Union shall submit the grievance to the District Engineer, or designee, in writing within 7 calendar days of receipt of the decision of Step 2. The District Engineer or designee will meet with the aggrieved employee and his/her representative within 15 calendar days to discuss the grievance. The District Engineer or designee will render a decision, in writing, to the aggrieved party and the Union within 10 calendar days after the meeting.

Step 4. Should the grievance still be unresolved to the employee's or the Union's Satisfaction, within 30 calendar days from receipt of the third-step decision, the Union will notify the employer in writing that arbitration is requested.

F. If an employee or the Union fails to appeal the grievance from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration. Failure of the employer to observe the time limits for rendering a decision entitles the Union to advance the grievance to the next step. Time limits at any step of the grievance procedure may be extended by mutual consent of the parties.

G. Multiple grievances over the same issue may be initiated as either a group grievance or as single grievances at any time during the time limits of Step 1. Grievances may be combined and decided as a single grievance at later steps of the grievance procedure by mutual consent.

H. Union initiated grievances over interpretation and application of the Agreement that do not dispute a specific action by a supervisor, may be initiated by a Union representative at any step as appropriate, providing the Union President has so approved. Employer grievances over the interpretation or application of the Agreement, which cannot be settled informally through discussion between the parties at the appropriate levels, may be submitted in writing by the facility manager, or his designee, to the Union President. The Union President or his designee, the facility manager, or his designee, will meet within five (5) working days after receipt of the grievance and attempt to resolve the grievance. The Union President, or his designee, will give the facility manager, or his designee, his written decision within ten (10) working days after the meeting. If the grievance is not resolved at this point, the Employer may refer the matter to arbitration. Nothing herein will preclude the parties from attempting to settle such grievances informally at the appropriate level.

I. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either the Employer or the Union within 30 calendar days after issuance of the final decision, may be submitted for arbitration. Within five (5) working days from the date of receipt of the written request for

arbitration, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator. If agreement cannot be reached then either party may request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, the Employer and the Union will each strike one arbitrator's name from the list of five and then repeat this procedure. Who will strike the first name will be determined by lot. The remaining person shall be duly declared the arbitrator. If for any reason the Employer or the Union refuses to participate in the selection of the arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case. Any FMCS fees or charges will be paid by the party requesting arbitration.

J. If the parties fail to agree on a joint submission of the issue for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue or issues to be heard. The arbitrator's fee and other expenses of the arbitration, if any, shall be borne equally by the Employer and the Union; travel and per diem will be paid at not more than the maximum rate payable in accordance with existing travel regulations. The arbitration hearing will be held, during regular shift hours of the basic workweek. All participants in the hearing shall be in a pay status without charge to annual leave while participating in the arbitration proceedings. The arbitrator will be requested to render his decision as quickly as possible, but in no event later than 30 days after conclusion of the hearings, unless the parties otherwise agree. The arbitrator's award shall be binding to the parties. However, either party may file exceptions to any award with the Federal Labor Relations Authority, under regulations prescribed by the Authority and Section 7122 of the Civil Service Reform Act.

K. If mutually agreed by the parties, arbitration under this Article may be conducted as an oral procedure with no verbatim transcript and no filing of briefs. Additionally, a previous but current and applicable arbitration decision determining non-arbitrability will constitute adequate precedent not to carry a grievance to arbitration.

L. Except as noted in Paragraph K above, an arbitrator may hear arguments regarding both the arbitrability where necessary, and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

M. Arbitrator's authority in disputes over the agreement: The arbitrator shall have the authority to resolve any questions of arbitrability and to interpret and define the explicit terms of this agreement and misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment as necessary to render a decision. The arbitrator shall have no authority to add or modify any terms of this agreement or district policy. Any dispute over the application of an arbitrator's award shall be returned to the arbitrator for settlement, including remanded awards.

ARTICLE 26

ADVERSE ACTIONS

- A. If an employee wishes the Union to represent him concerning an adverse action, it will be the responsibility to the employee to notify the Union.
- B. In the event of any proposed disciplinary action or other adverse action, the Employer will notify the employee sufficiently in advance of his right to representation. The employee will not be questioned regarding the matters without representation unless he declines representation. In addition, all matters pertaining to time limitations, hearings, appeals, etc., shall be explained in detail to the employee.
- C. Reprimands will be removed from the employees Official Personnel Folder after one (1), two (2) years, or three (3) years. In all cases, reprimands will be removed after three (3) years. Documents will be returned to the supervisor for destruction in the presence of the employee.
- D. An employee may review his or her personnel records that are not restrictive, including official personnel folders, position descriptions, classification standards, etc. A Union representative may be present if the employee wishes. Since the Personnel Office is the authorized custodian of Official records and is responsible for them, permission will be obtained from a member of the Personnel Office to review such records. The Official Personnel Folder will be reviewed in the presence of a member of the Personnel Office.
- E. If the Union is not chosen to represent an employee in an adverse action hearing, the Union will be given an opportunity to have an observer present at a hearing on official time only if the employee consents.

ARTICLE 27

GENERAL AGREEMENT INFORMATION

- A. The Employer agrees to inform all new employees who are hired for work in the Unit of the existence of Exclusive Recognition with the Union.
- B. All employees will be furnished a copy of the Agreement and any amendments. The Union will be furnished 50 copies. Additional copies may be furnished if available.
- C. The Employer will type and distribute the Agreement through normal distribution channels. If the Agreement is completed in printed form, the costs of printing will be equally borne by the Employer and the Union.
- D. Quarterly, a current listing of all employees of the Dam will be furnished the Union Vice President. The list will include the name of the employee and the position title.

E. A copy of all FWD personnel regulations in the 690 series will be made available for employee and Union review in the Reservoir Office.

ARTICLE 28

REDUCTION IN FORCE

A. Section 7106(a), Chapter 71, 5 U. S. Code provides that the Employer retains the right, in accordance with applicable laws and regulations, to relieve employees from duties because of lack of work or for other legitimate reasons. Therefore, the Employer will conduct reduction-in-force in accordance with current published policies.

B. When a determination has been made that there will be a reduction-in-force, the Employer will notify the Union Vice President as soon as that decision is made.

ARTICLE 29

PAYROLL WITHHOLDING OF DUES

The Employer agrees to payroll withholding of Labor Organization dues for employees in the unit under the following procedures and conditions.

A. The Union is responsible for obtaining, and payment for, Standard Form 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues). These forms may be obtained from the Superintendent of Documents, Washington, D.C. It will also be responsible for distributing the forms to its members, certifying as to the amount of dues, delivering completed forms to the Albuquerque District Office, educating the members on the program of allotment of dues, its voluntary nature, and the use and availability of the required form. Standard Form 1188 (Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) will be furnished by the District Blank Forms Unit.

B. Dues will be withheld each pay period, the amount to be withheld being determined as follows:

1. When dues are stated in terms of an annual amount (covering a period of 12 months), the figure will be divided by 26.

2. When the dues are stated in terms of a monthly amount, the figures will be multiplied by 12 and the result divided by 26.

3. A fraction of a cent, 5 mills and above, will be rounded to the next highest cent; below 5 mills will be dropped. A change in the amount of an allotment for the payment of dues to an employee organization may not be made more frequently than once every 12 months.

C. An allotment for payment of dues may be revoked at any time by an employee but such revocation will only be effective at the beginning of the first pay period following one year from the original date the employee authorized dues withholding, or the beginning of the first pay period after 1 March, if the allotment has been in effect for one year, and if the revocation is received by the Central Payroll Office at least two weeks prior to that date.

Deduction for new authorized allotments will be made on the first full pay period following the receipt of the authorization in the payroll office.

D. Allotments will be discontinued when the allotter dies, retires, is separated from the Federal service, transfers from the installation servicing payroll office, moves to or is reassigned to an organizational segment not covered by this exclusive recognition. Allotments will also be discontinued upon receipt of notice from the employee organization that the employee has resigned, been suspended, or expelled, and upon loss of exclusive recognition by the Union; or when this agreement is suspended or terminated by an appropriate authority outside DoD.

E. The payroll office will remit dues withheld, to the person or office designated by the Union. The remittance check will be accompanied by a listing as follows: (1) Installation name and address, (2) payroll number and pay period date, (3) employee organization, (4) employee names and amounts deducted. Notations will be made indicating new authorizations, separation, suspension, revocations, transfer, leave without pay, etc., (5) total amount collected, (6) net amount due the employee organization.

F. The Union agrees to submit all documents pertaining to payroll withholding of dues through the Personnel Office to the Finance and Accounting Branch, Albuquerque District, for transmittal to the Payroll Office.

G. The Union will indemnify, save harmless, or take other steps requested by the Employer to protect the Employer from any and all claims and disputes by reasons of its acting hereunder.

ARTICLE 30

USE OF OFFICIAL FACILITIES

Depending on availability, space and facilities will be provided by the Employer for training of stewards, officers of the Union and the Employer in a joint Employer-Union training program.

ARTICLE 31

NEPOTISM

Nepotism (that is, where a relative gives an unfair advantage to another relative) is considered by the parties to be unfavorable to good morale. Cautions will be established at all levels to assure that procedures conform to regulations of the Office of Personnel Management and the Department of the Army on employment of relatives (CPR 300.1 and FPM 300).

ARTICLE 32

EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree to cooperate in providing opportunity in employment for all persons, to prohibit discrimination because of age, race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a continuing plan of action.

ARTICLE 33

TRAINING IN INTERPRETATION OF THE CONTRACT

The Employer and the Union agree to conduct training sessions for supervisors and the Union stewards and officers respectively, in order that an accurate interpretation of the Agreement is conveyed to all parties.

ARTICLE 34

DURATION OF AGREEMENT

- A. After approval by Local 2430 of the American Federation of Government Employees, this agreement shall become effective upon approval of the Employer.
- B. This Agreement will remain in full force and effect for three (3) years from the date of approval by the Chief of Engineers; however, either party may give written notice to the other not more than 105 nor less than 60 days prior to each anniversary date of its intention to reopen and amend, or modify or terminate the Agreement.
- C. Either party may give written notice to the other, not more than 105 nor less than 60 days prior to the 3-year expiration date for the purpose of renegotiating this Agreement. The provisions of this agreement will continue to be observed after it has expired until a new agreement is

renegotiated. However, during this period the grant of exclusive recognition would be subject to challenge anytime between expiration of the agreement and the date a new agreement would become effective.

D. If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for 3-year periods subject to the other provisions of this article. Either party may terminate the Agreement at the end of any duration period by notifying the other at least 60 but not more than 105 days in advance of the date this Agreement would be renewed.

E. This Agreement shall terminate in the event exclusive recognition is withdrawn from the Union.

F. The Federal Mediation and Conciliation Service shall be notified when the parties desire to amend, modify or terminate the Agreement in accordance with the rules of the Service.

ARTICLE 35

CONSERVATION OF ENERGY

The Union and the Employer share a mutual responsibility to the proper conservation of the energy resources of the United States. In those instances where it is considered that measures can be taken to conserve energy by both Employer and/or the Union, all effort will be expended by both parties for common agreement and implementation.

ARTICLE 36

DRIVING OF MOTOR VEHICLES

A. No one other than the holder of a Government Driver's License will drive a Government motor vehicle.

B. It is recognized that the Employer reserves the right to establish methods, means and personnel to perform the work. However, the Employer recognizes its responsibilities in the area of driving motor vehicles to provide for the safety of the employees.

C. There is no provision for the Government to pay the premium for liability insurance. Where the driver is not negligent, the government will generally provide him with legal assistance.

FOR MANAGEMENT:

US ARMY ENGINEER DISTRICT, ALBUQUERQUE
CORPS OF ENGINEERS

Richard D. Blum
RICHARD D. BLUM

13 May 83
DATE

FOR THE UNION:

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES,
INTERDEPARTMENTAL LOCAL 2430

James T. Hoff Prae

MAY 4 1983
DATE

Thomas J. Farrell
THOMAS J. FARRELL

9 May 83
DATE

Clarence Cypress Vice Pres.

4 May 83
DATE

Russell G. Smith
RUSSELL G. SMITH

4 May 83
DATE

James Westbrook Stewart

4 May 83
DATE

Julian E. Pylant
JULIAN E. PYLANT
LTC, EN
Commanding
DATE 11 May 83

APPROVED UNDER AUTHORITY DELEGATED
BY THE SECRETARY OF THE ARMY:

C.V. Szenas
C.V. SZENAS

Chief, Labor & Employee Relations, Civilian Personnel Division, USACE

3 June 1983
DATE

DISPOSITION FORM

For use of this form, see AR 340-15; the proponent agency is TAGO.

REFERENCE OR OFFICE SYMBOL

SWACO-0

SUBJECT

John Martin - Amendment to Union Contract

THRU: Ch, Con Opns Div *Ken*

FROM Ch, Opns Br

DATE

29 Jul 86

CMT 1

FARRELL/sc/2721

TO: SWFEP

Enclosed for your files is the acknowledgement and acceptance of the proposed amendment to the contract with AFGE, Local 2430, John Martin Project.

Encl.
As Stated


THOMAS J. FARRELL, P.E.
Chief, Operations Branch

Copy Furnished:

John Martin

DISPOSITION FORM

For use of this form, see AR 340-15; the proponent agency is TAGO.

REFERENCE OR OFFICE SYMBOL

SUBJECT

SWFEP

Memorandum of Understanding

TO
SWADE

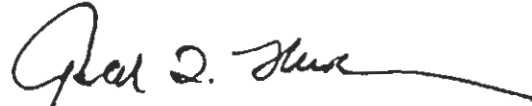
FROM
SWFEP-MR

DATE

13 Aug 86
Manrique/4-3462

CMT 1

Forwarded for approval and signature is the Memorandum of Understanding between AFGE Local 2430 and the Albuquerque District concerning 5 CFR 610.121. Please return original copy after execution by both Parties to the Labor Relations Officer, Carol B. Terrell, for appropriate dissemination.



GERALD L. SLUSHER
Personnel Officer

Encl

SWACO (SWFEP 13 Aug 86)

TO Ft Worth Pers Ofc
ATTN: SWFEP-MR

FROM Ch, Const-Opns Div

DATE 6 Oct 86

KNOLL/rgf/2765

CMT 2

Memorandum of Understanding between AFGE Local 2430 and the Albuquerque District has been signed and is hereby forwarded.



ROBERT E. MEEHAN, P.E.
Chief, Construction-Operations Division

Encl

American Federation of Government Employees
Local 2430
P.O. Box 38
Ft. Lyon, CO 81038

July 11, 1986

Col David E. Peixotto, Commanding
Department of the Army, Corps of Engineers
P.O. Box 1580
Albuquerque; NM 87103-1580

Dear Col. Peixotto:

Reference your letter of 2 July 1986 concerning a Memorandum of Understanding for changes in Article 20, 5 CFR 610.121.

The proposed language "Work schedules will be posted in advance of the effective date, except in case of emergency," is acceptable to the Union.

Upon receipt, the Memorandum of Understanding will be signed and returned.

Sincerely



CLARENCE A. COPESS, Vice-President
Local 2430



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS
P. O. BOX 1580
ALBUQUERQUE, NEW MEXICO 87103

MEMORANDUM OF UNDERSTANDING

between

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

AFL-CIO LOCAL 2430

and

U.S. ARMY ENGINEER DISTRICT, ALBUQUERQUE, NEW MEXICO

PURPOSE

To provide an understanding between the Parties on the applicability of 5 CFR 610.121.

AGREEMENT

Article 20 of the negotiated agreement signed 3 June 1986 is effected as follows:

Subparagraph A. Work schedules will be posted in advance of the effective date, except in case of emergency.

FOR THE EMPLOYER:

FOR THE UNION:

Edward P. Steel

Clarence A. Copers Vice-Pres.

DATE: 1 Oct 86

DATE: 25 Sept 86

*Clighorn will notify
Amaha*

APPENDIX A

TO

ARTICLE III A

AGREEMENTS ON VOLUNTARY ALLOTMENTS
FOR PAYMENT OF MEMBERSHIP DUES
BETWEEN

U. S. ARMY ENGINEER DISTRICT, ALBUQUERQUE
AND
AFGE LOCAL 2430, FORT LYON EMPLOYEES AND INTER-DEPARTMENTAL LOCAL

1. The regular dues of this local was raised from \$2.00 to \$3.00 per bi-weekly pay period (annual rate divided by 26 pay periods with fractions rounded, or the bi-weekly rate established by the local). The U. S. Army Engineers will receive \$0.02 per member for this service.

2. Until further notice the following local officer and alternate are authorized to make the necessary certification of Standard Form 1187.

PRINCIPAL: Georgia Ellis, Treasurer

ALTERNATE: Iven P. Wolf, President

3. Until further notice remittance checks should be made payable as follows: American Federation of Government Employees Local 2430.

4. Until further notice remittance checks are to be delivered as follows:

Georgia Ellis, AFGE LOCAL 2430
Post Office Box 111, Fort Lyon, Colorado 81038


PRESIDENT, A. F. G. E. Local 2430

SWAPO

7 March 1968

SUBJECT: Request for Authority to Grant Exclusive Recognition, AFGE Lodge 2430, Fort Lyon Employees and Inter-Departmental Lodge - John Martin Reservoir Resident Office, Colorado

THRU: Division Engineer, Southwestern
ATTN: SWDEP

TO: Chief of Engineers
ATTN: ENCEP-CS

1. References:

- a. CPR 700.
- b. ER 690-1-552.

2. Inclosed is request for exclusive recognition from AFGE Lodge 2430, Fort Lyon Employees and Inter-Departmental Lodge, of the unit comprised of eligible employees of this District assigned to the John Martin Reservoir Resident Office, Colorado.

3. The nine employees who have joined AFGE Lodge 2430 represent all employees presently assigned to the Resident Office. These employees occupy positions in series GS-301, WB-4704, WB-5318, WB-5823, and are engaged in the operation, maintenance and improvement of a reservoir project. The position of Resident Engineer is presently vacant and will be filled on 31 March. The project is adjacent to the Veterans Administration Hospital at Fort Lyon, Colorado. By virtue of the fact that the Resident Office is located some 380 miles from District Headquarters in Albuquerque, a common employment interest and a community of interest is considered to exist.

4. Appropriate written notice of the proposal was issued to the two other employee organizations in the District, both of which have received formal recognition. This notice was also posted on all official bulletin boards. No views were received or challenges made. Copy of the notice is inclosed.

5. It is requested that authority be granted to grant exclusive recognition as proposed. If this request is approved, we will inform

SWAPO

7 March 1968

SUBJECT: Request for Authority to Grant Exclusive Recognition, AFGE Lodge 2430, Fort Lyon Employees and Inter-Departmental Lodge - John Martin Reservoir Resident Office, Colorado

AFGE Lodge 2430 that in order to avoid possible conflict of interest, the incoming Resident Engineer, if he elects to join the Lodge, and his next-in-line, may not hold office or participate in the management of the organization. This prescription would accord with DoD Directive No. 1426.1.

2 Incl (in trip)

1. AFGE Lodge 2430 ltr
2/3/68 w/Constitution
& Bylaws

J. H. HOTTENROTH
Colonel, CE
District Engineer

2. Notice 2/20/68

ENGEF-CS (7 Mar 68) 2d Ind

DA, OCoEngrs, Washington, D. C. 20315 25 March 1968

THRU: Division Engineer, Southwestern

TO: District Engineer, Albuquerque Dist

1. An exclusive unit consisting of non-supervisory employees assigned to the John Martin Reservoir is approved.
2. A copy of the letter required by CPR 711.3-8 should also be furnished the Chief of Engineers, ATTN: ENGEF-CS.

FOR THE CHIEF OF ENGINEERS:

2 Incl
cy wd

ROBERT F. JACOBS
Chief, Civilian Personnel Division

SWAPO

5 April 1968

SUBJECT: Exclusive Recognition - AFGE Lodge 2430

Deputy Chief of Staff for Personnel
ATTN: Employee Management Division
Department of the Army
Washington, D. C. 20310

1. Inclosed is copy of letter dated 5 April 1968 granting exclusive recognition to AFGE Lodge 2430, Fort Lyon Employees and Inter-Departmental Lodge, for the unit comprised on eligible non-supervisory employees of this District assigned to the John Martin Reservoir Resident Office, Colorado.

2. Additional information is as follows:

- a. Number of District employees included in the unit: 9
- b. Number of union members in the unit: 9
- c. The unit was determined appropriate on the date of petition for exclusive recognition.

1 Incl
Cy Ltr dtd 5 Apr 68

J. H. HOTTENROTH
Colonel, CE
District Engineer

SWAPO

April 1968

President
AFGE Lodge No. 2430
Veterans Administration Hospital
Fort Lyon, Colorado 81038

Dear Mr. Wolf:

An exclusive unit consisting of non-supervisory employees assigned to the John Martin Reservoir Resident Office, Colorado, has been approved by the Chief of Engineers, Washington, D. C.

Accordingly, AFGE Lodge No. 2430, Fort Lyon Employees and Inter-Departmental Lodge, is hereby granted exclusive recognition for the unit comprised of eligible non-supervisory employees of this District assigned to the John Martin Reservoir Resident Office, effective this date. The Resident Engineer is not eligible to be included in the unit. In order to avoid possible conflict of interest, his next-in-line may not hold office or participate in the management of the organization.

The granting of this exclusive recognition entitles your organization to negotiate a written agreement with this District. The Personnel Officer, U. S. Army Engineer District, Albuquerque, is designated as the principal point of contact for conducting business with AFGE Lodge No. 2430.

Sincerely yours,

J. H. NOTTENROTH
Colonel, CE
District Engineer

Copies furnished:
OCE, ATTN: ENGEPC-S
SWD, ATTN: SWDEP

SWAPO

5 April 1968

President
AFGE Lodge No. 2430
Veterans Administration Hospital
Fort Lyon, Colorado 81038

Dear Mr. Wolf:

Reference exclusive recognition granted by letter from this District dated 5 April 1968.

A dues agreement for payroll deductions for payment of membership fees is inclosed. Please return two executed copies.

Sincerely yours,

1 Incl (in trip)
Dues Agent

G. L. DOMINGUEZ
Personnel Officer

Copies furnished:
OCE, ATTN: ENCEP-CS
SWD, ATTN: SWDEP

SWDEP (SWAPO 7 March 1968)

1st Ind

SUBJECT: Request for Authority to Grant Exclusive Recognition, AFGE Lodge 2430, Fort Lyon Employees and Inter-Departmental Lodge - John Martin Reservoir Resident Office, Colorado

Div Engr, SWDiv, CE, 1114 Commerce Street, Dallas, Tex 75202, 12 Mar 68

TO: Chief of Engineers, ATTN: ENGEP-CS

It is recommended that the District Engineer, Albuquerque District, be authorized to grant "Exclusive Recognition" to AFGE Lodge 2430 for non-supervisory employees at John Martin Reservoir Resident Office.

FOR THE ACTING DIVISION ENGINEER:

2 Incl
wd l cy ea

EDWARD E. ANTON
Chief, Personnel Office

EA
ANTON

*Return to Personnel
Rucker*

CONSTITUTION AND BY-LAWS

REGULAR LODGE

PREAMBLE

For the purpose of promoting unity of action in all matters affecting the mutual interest of governmental civilian employees in general and for the improvement of the governmental service, we, as members of Lodge No. 2430, American Federation of Government Employees, adopt this Constitution and By-Laws.

ARTICLE I

NAME

Section 1. This organization shall be known as Fort Lytle
Employees and Inter-Departmental Lodge, Lodge No. 2430,
American Federation of Government Employees.

Section 2. The Headquarters of this lodge shall be Los Alamos
(City)
Colorado
(State).

ARTICLE II

OBJECTS AND METHODS

Section 1. The object of this Federation shall be to promote the general welfare of civilian governmental employees.

Section 2. The Federation shall strive to promote efficiency in the governmental service, and shall advance plans of improvement to be secured by legislative enactment through cooperation with governmental officials and by other lawful means.

Section 3. The American Federation of Government Employees is unequivocally opposed to and will not tolerate strikes, picketing or other public acts against governmental authority which have the effect of embarrassing the Government. This provision of the Constitution shall be printed in all issues of the official publication of this organization.

ARTICLE III

MEMBERSHIP, DUES, AND EXPENSES

Section 1. Civil employees in the actual service of

V. A. Hospital

(Name of Agency or Installation)

Fort Lyman

(City)

Colorado

(State)

4 other agencies within the immediate vicinity shall be eligible for membership in this lodge, as provided for in Article III, Section 1 of the AFGE National Constitution. This lodge shall have full power to elect or reject applicants for memberships. All membership applications shall be voted on in regular lodge meeting.

Section 2. Initiation fees shall be \$ 1.00 and dues shall be \$ 2.00 a month; \$ 11.00 semiannually and \$ 21.00 annually.

Section 3. All receipts, checks, and cash disbursements shall be properly recorded and accounted for in the financial records of this lodge. The Sec. Treas. shall sign and (Lodge financial officer)

the President shall counter-sign checks covering proper expenditures for the lodge. The Sec. Treas. shall be (Lodge financial officer)

bonded in accordance with Section 6, Article XVI, National Constitution.

ARTICLE IV

OFFICERS AND DUTIES

Section 1. The officers of this lodge shall consist of:

<u>James V. Kelly</u> Title	<u>Pres. Owen P. Wolf</u> Title
<u>Vic. James A. Kelly</u> Title	<u>1st. Conrad Wolf</u> Title
<u>James V. Kelly</u> Title	<u>Sec. Joyce Cleghorn</u> Title
<u>Sec. J. Kelly</u> Title	<u>Wrec. James Kelly</u> Title
<u>Wrec. Owen P. Wolf</u> Title	<u>2nd. Vic. John McAfee</u> Title
	<u>Wrec. John McAfee</u> Title

Section 2. The officers shall be elected by ballot, and by a majority vote of members in good standing provided a quorum of members in good standing are present. If a quorum is not present at this meeting, the election shall be held at the next regular meeting provided a quorum is present.

Section 3. Members unable to attend the election meeting shall be furnished ballots and properly marked envelopes in which to send their ballots to the lodge Secretary. Tellers shall be appointed by the President from among the members who are not candidates for office. The Secretary shall deliver the absentee ballots to the tellers to be opened and counted at the same time as the ballots of the members present are tallied.

Section 4. The duly elected officers shall hold office until their successors have been elected and duly installed, unless sooner disqualified under Section 6 of this Article.

Section 5. Interim vacancies in any office shall be filled by special election after due notice to members at the first regular meeting following such notice.

Section 6. Any officer who removes beyond the jurisdiction of this lodge during his term of office or who ceases to be a member in good standing shall thereby automatically forfeit said office. The vacancy caused thereby shall be filled under the provisions of Section 5 of this Article.

Section 7. The President shall preside at all meetings; shall make appointments of committees established by the lodge; plan and pursue policies, within the frame-work of the National Constitution, which will promote the welfare of the lodge; sign all documents appertaining to his office; provided that all appointments shall be subject to approval of the lodge.

Section 8. In the absence of the President, the Vice President shall preside. In the absence of both, a President protempore shall be chosen by the members from among those present to act until the return of the President or of the Vice President.

Section 9. The duties of the Secretary shall be to keep a complete record of the minutes of all meetings; to keep up-to-date and have custody of the official copy of the Constitution and By-Laws of the lodge; conduct correspondence and send out notices of meetings when required.

The duties of the Treasurer shall be to make a financial report at each regular meeting; keep up-to-date roll of the members; receive all monies paid into the lodge, and receipt therefor; keep records of all transactions, and of all dues paid; make regular monthly reports to the National Secretary-Treasurer, furnishing names and addresses of all new members, or members who have severed their affiliations with this lodge, and shall forward initiation

fees and per capita tax to National Headquarters and make other disbursements as authorized for payment of current bills.

Section 10. The duties of the Chief Steward are to direct the activities of Stewards, to assign the areas in which they will be responsible for the collection of dues and to keep the lodge informed of matters of interest brought to the attention of stewards by the members.

Section 11. The duties of the Sergeant-at-Arms shall be to attend the outer door to see that no one enters the meetings without proper authority; shall assist the presiding officer in the maintenance of order, welcome and introduce guests, and perform such other duties as may be assigned.

ARTICLE V

COMMITTEES

Section 1. The elected officers of this lodge shall constitute the Executive Committee and shall meet at the call of the President.

Section 2. It shall be the duty of the Executive Committee to devise and initiate such actions as may be necessary in the interim between lodge meetings, not inconsistent with the objects of this lodge subject to lodge approval.

Section 3. In the case of vacancy in any office of this lodge, the Executive Committee may appoint a temporary officer to fill such vacancies until a duly qualified successor is elected in accordance with the provisions of Article IV, Section 5.

Section 4. Special Committees may be established as the lodge may direct and the membership of such committees shall be appointed by the President. Standing committees shall be Legislative, Membership, Program.

ARTICLE VI

MEETINGS

Section 1. Regular meetings of the lodge shall be held once a month at a time and place selected by the lodge.

Section 2. Special meetings may be called by the President when necessary and upon due notice to the members as to its purpose or upon written petition signed by not less than 10 per cent of the members in good standing.

Section 3. Only members of the lodge in good standing shall be allowed to vote.

ARTICLE VII

DELEGATES

Section 1. Such delegates and alternates to the National Convention, Council Meetings, or other meetings participated in by this lodge, as the lodge may be entitled, shall be elected by majority vote of the members in good standing present and voting provided due notice of such election has been given.

ARTICLE VIII

OFFENSES, TRIALS, PENALTIES, APPEALS

Section 1. All offenses, trials, penalties, and appeals shall be accomplished in compliance with Article XII of the AFGE National Constitution.

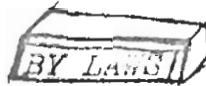
Section 2. The Constitution and By-Laws of AFGE Lodge 2430 shall not be inconsistent with the National Constitution of the American Federation of Government Employees. In the event of a dispute, the question at issue will be submitted to the National Executive Council whose decision shall be final and binding on the officers and members of this lodge.

ARTICLE IX

AMENDMENTS

Section 1. The Constitution and By-Laws of this lodge may be amended by a two-thirds vote of the members present at any regular meeting provided the amendment to be voted on has been presented in writing and read at the next preceding regular meeting of the lodge.

Section 2. All amendments adopted by the lodge shall become effective immediately, following notice of approval by the National Executive Council, unless otherwise specified.



Section 1. Regular Meetings of this lodge will be held monthly
on 1st Tuesday of the Month 1. F. W. Hall
(Date) (Place)
at 7:45 P.M.
(Time)

Section 2. Special meetings may be called by the President when necessary in the interest of the lodge or when properly requested by the members as provided in Article VI, Section 2.

Section 3. The regular order of business will be:

- a. Roll call of officers
- b. Reading of the minutes of the previous meeting
- c. Report of financial condition by lodge financial officer
- d. Reports of Committees ~~members~~
- e. Unfinished business.
- f. New business
- g. Comments for the good of the lodge.
- h. Adjournment

Section 4. A quorum of this lodge shall consist of not less than 7 members. A quorum of any committee shall consist of a majority of the members thereof.

Section 5. All questions before the lodge will be decided by vote of the members present first by voice vote then by showing of hands and then by roll call if requested by 25 per cent of members present.

Section 6. The time allowed for debate of any particular issue before the lodge and the time allowed for speeches will be governed by circumstances and by majority vote of those present. Any limitation as to time allowed for debate may be extended by a majority of those present and voting.

BY -LAWS

Section 7. Nomination of officers shall be held in November 6th ~~January 1st~~
 ~~Month~~

Elections shall be held in January ~~Month~~, and installation

shall be held in January ~~Month~~ of each year. (These functions may be combined if the lodge so desires).

Section 8. Members shall be deemed to be in good standing, subject to all other provisions of the Constitution and By-Laws of this lodge, when not more than thirty (30) days in arrears in the payment of dues.

Section 9. "Robert's Revised Rules of Order" shall govern the proceedings of all meetings of the lodge, when not inconsistent with the provisions of the Constitution and By-Laws of the lodge.

Section 10. These By-Laws may be amended by a two-thirds vote of the members as provided in Article IX of the Lodge Constitution.

ADOPTED _____

(Date)

James J. [Signature]

Signature of President

James J. [Signature]

Signature of Secretary or Secretary-Treasurer

LODGE SEAL