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APPENDIX

A. Federal Service Labor-Management Relations Statute

PREAMBLE

In accordance with the Title VII, Public Law 95-454, Civil Service Reform Act of 1978 (Chapter 71 of Title 5 of the U.S. Code) hereinafter referred to as the CSRA, this Agreement is entered into between the U. S. Army Corps of Engineers, Los Angeles District, and the National Federation of Federal Employees, Local 777, hereafter referred to as the Employer and the Union, respectively. Collectively, the Employer and the Union shall be known as the "Parties."

WHEREAS, it is the intent and purpose of the Parties hereto to promote and improve the efficiency of the administration of the U.S. Army Corps of Engineers, Los Angeles District by requiring high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency;

WHEREAS, it is the intent and purpose of the Parties to promote the well-being of the employees in consonance with the spirit and intent the CSRA by providing employees the means for amicable discussions and adjustment of matters of mutual interest relative to personnel policies, practices, procedures, and matters affecting conditions of their employment; and,

WHEREAS, the Employer and the Union agree that a constructive and cooperative working relationship between labor and management is essential to achieving the Employer's mission and to ensuring a quality work environment for all employees. The parties recognize that this relationship must be built on a solid foundation of trust, mutual respect, and a shared responsibility for organizational success.

NOW, THEREFORE, the Parties hereto, intending to be bound by this Labor-Management Agreement, hereby agree as follows:

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 units by the U.S. Army Corps of Engineers, Los Angeles District, hereinafter referred to as the Employer, to Local 777, National Federation of Federal Employees, hereinafter referred to as the Union.

1.2 COVERAGE.

a. This Agreement is applicable to all eligible employees of the U.S. Army Corps of Engineers, Los Angeles District, employed in:

(1) Nonprofessional Unit accorded Exclusive Recognition by letter from the Employer dated 26 April 1967; this unit is identified as all employees of the U.S. Army Corps of Engineers, Los Angeles District, with the exception of management, supervisory and professional employees.

(2) Professional Unit, accorded Exclusive Recognition by letter from the Employer dated 29 March 1971; this unit is identified as all professional general schedule employees of the U.S. Army Corps of Engineers, Los Angeles District.

b. Excluded from the bargaining units are management officials, supervisors, guards, confidential employees, employees engaged in personnel work in other than a purely clerical capacity, and employees engaged in administering any provision of law relating to labor-management relations.

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 in decisions which affect them:

(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 employers involving conditions of employment; and

b. The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Therefore, Labor organizations and collective bargaining in the civil service are in the public interest.

c. Therefore, it is the purpose of the CSRA and this Agreement to prescribe certain rights and obligations of the employees of the Federal Government and to establish procedures which are designed to meet the special requirements and needs of the Government. The provisions of the CSRA should be interpreted in a manner consistent with the requirement of an effective and efficient Government.

ARTICLE 2
DEFINITIONS

2.1 Definitions:

a. **AR:** Army Regulation.

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

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. **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.

e. **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.

f. **CFR:** Code of Federal Regulations.

g. **CSRA:** Civil Service Reform Act of 1978.

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

i. **Conditions of Employment:** Personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions.

j. **Days:** All references to days mean calendar days unless otherwise stated.

k. **EEO:** Equal Employment Opportunity.

l. **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.

m. **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.

n. **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.

o. **Federal Service Labor-Management Relations Statute:** (Statute). Chapter 71 of Title 5 of the U.S. Code. (Appendix A)

p. **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.

q. **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.

r. **Midterm Negotiations:** Negotiations between parties during the life of the agreement.

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

t. **MSPB:** Merit Systems Protection Board.

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

v. **Mediator:** A third party from the Federal Mediation and Conciliation Service (FMCS) or from another source which assist in mediation.

w. **Official Time:** The term used throughout the Federal Government to refer to the time used by a Union representative to represent a Union while still being paid by the Agency.

x. **Office of Management and Budget (OMB):** CFR Part 1300 address OMB Administrative Procedures and Directives.

y. **OPM:** Office of Personnel Management.

z. **Performance Improvement Plan (PIP):** A written plan providing guidance and assistance for employees who fail to meet performance responsibilities/objectives.

aa. **Parties:** Los Angeles District (Employer) and NFFE Local 777 (Union).

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

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

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

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

ff. **USC:** United States Code.

ARTICLE 3
DURATION OF AGREEMENT

3.1 Term. This agreement shall be in full force and effect for a period of three (3) years from the date signed by the parties and shall automatically renew itself from year to year thereafter, unless written notice of a desire to terminate and renegotiate the Agreement is served by either party upon the other between the 105th and 60th day prior to the date of expiration.

3.2 Where no such termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice between the 105th and 60th day prior to the date of expiration, advising that such party desires to revise or change the terms or conditions of the Agreement. The renegotiation request will be in writing.

3.3 This Agreement shall terminate at any time it is determined the Union loses entitlement to exclusive recognition under applicable law.

3.4 Renegotiation. Normally, within 30 days after either party receives a timely renegotiation request as defined above in paragraphs 3.1 and 3.2, representatives of the Union and the Employer will meet and begin to renegotiate the Agreement. If a rival union has filed a challenge to the Union's status as exclusive representative, the Union and the Employer will not meet and begin to renegotiate the Agreement as long as the challenge remains unresolved. If the incumbent Union remains the exclusive representative for employees in the units upon disposition of the challenge, representatives of the Union and the Employer will meet and begin to renegotiate the Agreement as soon as possible after being informed of the outcome of the challenge.

ARTICLE 4
EMPLOYEE RIGHTS

4.1 In accordance with the CSRA section 7102 (Appendix A), the Employer and the Union agree that each employee in the Unit has the right to form, join, or assist a labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right.

4.2 The Parties agree that in the treatment of employees, all provisions of this Agreement and the provisions of applicable laws, and regulations shall be applied fairly and equitably with due regard for each employee's personal dignity and right to privacy.

4.3 Employees in the Unit have these additional rights:

a. to present grievances directly to appropriate management officials of the Employer in an attempt to have them resolved, in accordance with Article 9 of this Agreement entitled "Grievance Procedures."

b. to present a grievance in accordance with Article 9 and if they so choose, to act as their own representative.

c. to be represented by the Union without regard to membership in the Union.

d. to examine and obtain copies of their own Official Personnel File (OPF) in accordance with CPAC/CPOC procedures.

4.4 Nothing in this Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization for the payment of dues through payroll deductions.

4.5 The Employer shall annually post on all employee bulletin boards, a notice to employees of their right to be represented by the Union at any examination of the employee by a representative of management in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary

action against the employee and the employee requests representation.

ARTICLE 5
MANAGEMENT RIGHTS

5.1 Subject to paragraph 5.2 of this Article, and in accordance with the Civil Service Reform Act (CSRA), nothing in this Agreement shall affect the authority of the Employer:

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

b. in accordance with applicable laws:

(1) to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from-

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

(b) from any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

5.2 Nothing in this Article shall preclude the Employer and the Union from negotiating-

a. at the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods, and means of performing work;

b. procedures which management officials of the Employer will observe in exercising any authority under this section; or

c. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 6
UNION RIGHTS AND REPRESENTATION

6.1 In accordance with the CSRA Sections 7113 and 7114, the Union, as the exclusive representative of the employees in the Unit, is entitled to act for, and negotiate collective bargaining agreements covering all employees in the Unit and is responsible for representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership.

6.2 Appointment/Selection of Stewards. The Union may designate a reasonable number of Unit members as stewards who shall be employees of the Employer and be responsible for representing employees within the Los Angeles District. The Union will make every reasonable effort to minimize budget impacts when making Steward assignment responsibilities. The Union will furnish to the Employer's Spokesperson, and keep current, a list of all stewards and Union officers who are employees of the Employer. No Union representative will be recognized whose name does not appear on the list furnished by the Union Spokesperson.

6.3 Duties Of The Steward. It is mutually agreed that the responsibilities of the Steward include representation and:

a. Advising employees of the best way to seek expeditious resolution of problems or complaints, i.e., through discussion with their supervisor or appropriate management official;

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

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

6.4 Union Officials and Stewards are encouraged to inform appropriate supervisors or managers of potential problems, with recommended solutions or actions.

6.5 In accordance with applicable law, and if otherwise in a duty status, Union officials and stewards shall be entitled to a reasonable amount of duty time to include time required to prepare and attend as a personal representative in MSPB and EEO.

ARTICLE 7
OFFICIAL TIME

7.1 General. Union Officials and employees will be on official time as authorized by this Article only during the time the employee would otherwise be in a duty status. The Employer recognizes that official time used in support of union representation activities as authorized by this article is in the best interest of the Parties. It is agreed by the Union that all uses of official time will be reasonable, necessary, and in the public interest. It is further agreed that Union Representatives have the responsibility to request official time, and that supervisors have the responsibility to grant official time in accordance with this Agreement.

7.2 Exclusions. Any activities performed by any employee relating to the internal business of the Union (including the solicitation of membership, elections of Union officials, Union fundraising and collection of dues) shall not be performed on official time.

7.3 Scope. Official time shall only be granted to representatives of the Union named in writing by the Union President or his designee and who are employees of the Employer for the following purposes:

a. Negotiations. Union representatives shall be granted official time for time spent in mid-term negotiations with the Employer.

b. Unfair Labor Practices. Designated Union representatives shall be granted official time to investigate, prepare for, file and attend meetings with the Employer or the FLRA regarding alleged Unfair Labor Practices proposed or filed by either Party.

c. Arbitration Hearings. A reasonable amount of time shall be granted to prepare for and attend arbitration hearings. The Union representative who conducted the Union’s case during arbitration shall be entitled to a reasonable amount of official time, for writing a brief, if written briefs will be accepted by the Arbitrator.

d. Representation of employees, at the employee's request, during an investigation, interview or examination under provisions of Chapter 71 of 5 U.S.C. Section 7114(a)(2)(B), (Weingarten).

e. To investigate, prepare for and attend grievance discussions with the aggrieved employee or the Employer.

f. Other Representation. If otherwise in a duty status, designated Union Officials and Stewards shall be granted a reasonable amount of official time for any other representational activities in any amount that the parties agree to be reasonable, necessary, and in the public interest, including time required to prepare for and attend FMCS, FSIP and FLRA proceedings.

7.4 Authorization and Reimbursement for Travel on Official Time. Official time for travel and reimbursement for travel and per diem expenses shall be authorized for Union Representatives on Official Time, as described in this article, when they are determined to be reasonable, necessary, and in the public interest.

a. Temporary Duty Travel. All TDY Travel Orders must be authorized in advance by the Employer's Spokesperson or designee as the Travel Approving Official.

b. Local Travel. Requests for use of Government vehicles by a Union Representative on Official Time must be made to the Employer's Spokesperson through the Union representative's immediate supervisor. Requests for use of a Privately Owned Vehicle (POV) must be made to the Employer's Spokesperson through the Union representative's immediate supervisor, using SPL Form 819.

c. All vouchers for reimbursement of TDY or Local Travel expenses, which have been authorized for Official Time, must be submitted to and approved by the Employer's Spokesperson or designee in accordance with applicable regulations.

7.5 Training.

a. A block of up to 216 hours of official time per contract year will be granted for Union officers and stewards to attend training sessions 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.

b. The Employer will, subject to budgetary constraints, incur cost not to exceed $5,000 per fiscal year for per diem and travel expenses associated with training of Union representatives authorized in accordance with this Article. The Union Representative(s) will be reimbursed in accordance with the most current DoD Joint Travel Regulation (JTR). The $5,000 amount is the maximum amount that will be reimbursed per fiscal year regardless of the number of Union representatives attending training. When the Employer invites the Union to attend training of mutual benefit, all costs will be borne by the Employer. With respect to budgetary constraints, under unusual circumstances which affect the training budget by higher authority above the Commander of the Los Angeles District, the Employer will supply to the Union President or designee, the higher authority directive(s) and supporting documentation to justify the reduced funds for training for that fiscal year.

c. The Union President or designee will submit a written request to the Employer's Spokesperson or designee in sufficient time to process the request and schedule the workload to enable the employee to attend the training. 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 the Employer, the Union recognizes that the shorter notice may prevent the workload from being rescheduled whereby the employee will not be able to attend the training. However, in all such cases, the Employer will endeavor to make a concerted effort to process such requests and reschedule the workload. At a minimum, the request should contain:

1) The name(s) and Union position(s) of those requesting official time for training,

2) Purpose of the training and why it is needed,

3) Copy of the agenda of the training session including the training source,

4) Number of hours of official time requested,

5) Dates for which each employee is to attend the training session, and

6) Location of the training.

7.6 Release for Official Time. Union representatives or unit employees requesting the use of official time shall request official time in accordance with this article. Supervisors shall grant official time in any amount that the supervisor and the Union representative or unit employee agree to be reasonable, necessary, and in the public interest. Should it become necessary to delay the release of the Union representative or unit employee due to workload requirements, the supervisor will grant official time within 24 hours. If the delay causes the missing of a contractual time limit, an extension of time equal to the delay will be given.

7.7 Official Time Procedure. In order to account for actual use of official time used by Union representatives, the following procedures will be used:

a. Union representatives will complete the "REQUEST FOR OFFICIAL TIME FORM" included in this Agreement and submit it to their supervisor for approval on or before the day they want to use official time.

b. Supervisors will use the form to indicate approval or disapproval of the official time and will provide a copy to the Union representative.

c. Upon completion of the representational duty, the Union representative will notify his or her supervisor of their return to duty, provided their return is prior to the end of their duty day.

d. Union representatives will record their actual use of official time on their office's time and attendance log sheet in accordance with CESPL OM 37-1-28. Time used will be charged to the appropriate Union labor charge code.

REQUEST FOR OFFICIAL TIME FORM

The purpose of this form is to record the request and approval/disapproval of Official Time as authorized by Article 7 of the Labor-Management Agreement.

Union Representative's Name: _____Date: _____

Official Time Category:

__ Negotiations __ ULP __ Grievance __ Other Representation

If other, explain:
_____

General location to be visited:
_____

Estimated period(s) of Official Time requested:

Date	Starting Time	Ending Time	Total Hours
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Union Representative: _____

___ Use of Official Time as requested above is hereby approved.

___ Use of Official Time as requested above cannot be granted at this time. Please see me to make other arrangements.

Name of Immediate Supervisor: _____

Signature: _____ Date: _____

ARTICLE 8
USE OF OFFICIAL FACILITIES AND SERVICES

8.1 Facilities. The Employer shall provide an office to the Union with a desk, file cabinet, computer, intranet page, and telephone. The Union shall not use any Employee work areas for conducting internal Union business, except that casual use of a work area of a Union representative or the representative's telephone for in-house calls will be permitted for representational activities. Outside telephone calls for representational activities will be reasonable in length and frequency. On a case-by-case basis, the Employer will cooperate with Union representatives/stewards to identify confidential settings for Union business/activities that cannot reasonably be conducted at formally designated Union sites. Upon request of the Union, the Employer shall make official District conference rooms available, when not otherwise in use, for meetings and appropriate representational activities. Copying machines may be used to reproduce a reasonable amount of material necessary for representational activities. If available, Employer office equipment may be used for representational activities.

8.2 Internal Mail Service. The Employer agrees to distribute at its discretion through its interoffice mail service circulars and newsletters sponsored by the Union to employees of the District and field offices to be sent along with regular distributions provided that they are delivered to the mail room and provided further that they: (a) be reasonable in size; (b) be properly identified as material sponsored by the Union; (c) contain nothing that would seem to identify them as official District material or imply that they are sponsored or endorsed by the District, unless such is the case, and (d) be limited to matters of direct concern to employees in relation to the Union or the District.

8.3 Bulletin Boards. A bulletin board limited to Union use shall continue to be made available. Space will be made available at project sites for the Union bulletin boards.

8.4 Lists. Employer agrees to furnish to the Union, at least quarterly, an alphabetized list of all employees in the District, showing name, position title and number, organization location, and bargaining unit or non-unit designation.

8.5 Regulations. The Employer agrees to make available to the Union and unit employees regulations of the Employer, Department of the Army, Office of Personnel Management, and the Merit Systems Protection Board, which are necessary for the Union to accomplish its representational responsibilities.

8.6 Parking. Due to the high cost of living in the Los Angeles area, both parties recognize the need to lessen the burden on the employees. The employer will avail itself of all allotted parking in the 915 Wilshire Building in accordance with the CFR regulations, CESPL-OM 1-1-23, and other applicable regulations. The Employer shall provide parking validation in the 915 Wilshire building for Union officials using Government vehicles while performing representational duties on official time.

ARTICLE 9
GRIEVANCE PROCEDURES

9.1 General.

a. In accordance with the CSRA Section 7121, the Employer and the Union recognize the importance of settling 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.

b. An aggrieved employee affected by matters appealable to the Merit Systems Protection Board (MSPB) or the Equal Employment Opportunity Commission (EEOC), or any other applicable statutory procedure, may choose to raise the matter under the applicable statutory procedure or file an employee grievance, but not both. An employee shall be deemed to have exercised his option to raise the matter under either a statutory procedure or the Employee Grievance Procedure at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the Employee Grievance Procedure, whichever event occurs first.

9.2 Scope. The negotiated grievance procedures shall only apply to any complaint--

a. by any employee concerning any matter relating to the employment of the employee;

b. by any labor organization concerning any matter relating to the employment of any employee; or

c. by any employee, the Union, or the Employer concerning--

1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;

d. The following items are not grievable:

1) a violation relating to prohibited political activities;

2) retirement, life insurance, or health insurance;

3) a suspension or removal for national security reasons;

4) any examination, certification or appointment;

5) classification of any position that does not result in reduction in pay or grade for the employee;

6) nonselection from a properly constituted referral list or certificate of candidates, or any other appropriate source that is in accordance with applicable regulations;

7) actions taken and the method used to fill or not fill non-bargaining unit positions;

8) a written notice of any proposed disciplinary or any proposed adverse action;

9) an action which terminates a temporary promotion and returns the employee to the position from which the employee was temporarily promoted, or reassigns or demotes the employee to a different position that is not at a lower grade or pay than the position from which the employee was temporarily promoted;

10) adopting or not adopting suggestions or inventions;

11) termination of probationary and temporary employees in accordance with applicable regulations;

12) granting or not granting performance awards, quality increases, or honorary awards; and

13) the duties and responsibilities of any position description (if the position description is considered to be inaccurate, then Article 13, paragraph 13.2 applies).

9.3 Representation. Employees may exercise their right to present a grievance for resolution using the Employee Grievance Procedure, and act as their own representative. However, management will not discuss formal grievances with the employee without providing the opportunity for a Union representative to be present. If employees elect to be represented, the Union shall be deemed to be the exclusive representative.

9.4 Experts and Witnesses. Both parties may provide witnesses and/or subject matter experts at any step of the grievance procedure, as necessary.

9.5 Employee Grievance Procedure. In accordance with the CSRA Section 7121, this procedure shall be the exclusive procedure for resolving employee grievances that fall within its coverage. Employees and/or their representatives are encouraged to discuss issues of concern to them informally with their supervisors at anytime. Likewise employees and/or their representatives may request to talk with other appropriate officials about items of concern without filing a formal grievance if they choose.

a. Step 1 Grievance. The grievance shall first be taken up informally by the grievant (and/or a Union Representative if desired by the employee) with the grievant's immediate supervisor. The parties should meet and discuss the grievance in an attempt to resolve the matter. If not settled informally, the grievance must be submitted to the grievant's immediate supervisor in writing within 15 days of the day the incident occurred that gave rise to the grievance or within 15 days of the day the grievant should have reasonably been expected to be aware of the incident that gave rise to the grievance. An on-going event that may give rise to a grievance may be grieved any time, provided that at the time the grievance is filed the event complained of must have last occurred no more than 15 days before the grievance is filed. The written grievance and the remedy requested may not be altered in any subsequent step and arbitration. A decision will be issued to the grievant in writing within 7 days after presentation of the grievance.

b. Step 2 Grievance. If the grievant is dissatisfied with the decision given at Step 1, or if no decision is received within 7 days, and the grievant decides to advance the grievance, the grievant and/or Union representative, if any, shall present the Step 2 grievance to the next level supervisor within 10 days after receipt of the decision given at Step 1, or within 10 days after the deadline for the supervisor to issue a written decision, if none was issued. Upon receipt of the Step 2 grievance, the next level supervisor (or designee) will meet with the grievant and/or the grievant's Union representative, if any, discuss the grievance, and issue a written decision within 7 days.

c. Step 3 Grievance. If the grievant is dissatisfied with the decision given at Step 2 or if no decision is received within 7 days, the grievance may be elevated to Step 3. The grievance must be presented to the Employer's Spokesperson within 10 days after receipt of the decision at Step 2 or the deadline for issuing a decision, if none is issued. The Employer's Spokesperson, or designee, will be the Employer's final authority for review of the grievance. The Step 3 deciding official will meet with the grievant and/or the Union representative, if necessary, and issue a written decision within fourteen (14) days after receipt of the grievance.

d. Referral to Arbitration. If the grievance is not satisfactorily resolved at Step 3, the Union may refer the matter to arbitration in accordance with the requirements of Article 10, Arbitration.

9.6 Time Limits. Time is of the essence in processing grievances. An Employee grievance or an Employer decision that is delivered in person must be received no later than close of business on the day that it is due. If a grievance or Employer decision is sent by a commercial delivery service or by US Postal Service, it will be considered timely if it is given to the delivery service on the day that it is due, in sufficient time to ensure next business day delivery. If any aspect of the grievance procedure is due on a Saturday, Sunday or Federal Holiday (or a day that the office is closed by the Employer due to an emergency) and the offices of the Employer or Union are closed on that day, the Parties agree that the submission will be due on the next official administrative workday.

a. Failure of the Union/employee to meet the time limits provided herein shall forfeit the right of the Union/employee to further proceed with the grievance and it will be returned without action by the Employer.

b. Failure of the Employer to meet the time limits at the first or second step shall permit the Union/employee to proceed to the next step of the procedure. If the employer fails to issue a timely decision at the final step in the grievance procedure and the grievance is subsequently referred to arbitration, the employer will pay the full cost of the arbitration. At each step a copy of the grievance decision shall be provided to the Union.

9.7 Employee Grievance Documentation. All Employee grievances and the Employer's decisions must be presented in person or through the use of the US Postal Service or commercial delivery service. If either party issues a grievance or decision in the form of E-mail, voice mail or fax it will not be acted upon.

a. Employee Grievance Form. Formal Grievances filed under the employee grievance procedure will use the Employee Grievance Form provided in this Article, or other written format for that purpose, to ensure the orderly processing of the grievance. A grievance submitted in a written format other than the Employee Grievance Form should contain the information indicated by the Employee Grievance Form.

b. Employee Grievance Tracking Form. The original version of the Employee Grievance Tracking Form (as defined in this Article) will accompany each Employee Grievance Form through the steps of the grievance procedure.

9.8 Grievability/Arbitrability/Timeliness Disputes. In the event the Employer or the Union should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue. Either Party may raise a question of grievability or arbitrability at any step of the grievance procedure up to and including arbitration. All disputes of grievability or arbitrability shall be referred to the arbitrator as a threshold issue in the related grievance.

9.9 Union-Management Grievance Procedure. This procedure shall be the exclusive procedure for resolving Union or Employer grievances which fall within the scope defined in paragraph 9.2. Failure of the grieving party to adhere to the time requirements of this Section shall constitute withdrawal of the grievance.

a. All Union or Employer grievances shall be provided to the other party (to the Employer's Spokesperson or designee, or to the Union President or designee), in writing. Such grievances shall be initiated within 30 days of the time the party initiating the grievance could reasonably have been expected to be aware of the incident giving rise to said grievance. The written grievance shall contain the time, date, place, event, the Article and Section of this Agreement, regulation, or policy violated, if applicable, supporting documentation, and the specific remedy desired. Failure to meet this time frame will forfeit the right of an aggrieved party to proceed with the grievance.

b. The Parties shall meet within fourteen (14) days following receipt of the grievance to discuss the grievance in an effort to resolve the matter. If the grievance is not resolved within thirty (30) days following receipt of the grievance, the party receiving the grievance will provide a written response within fourteen (14) days. Failure of the responding party to observe the time limits shall entitle the initiating party to advance the grievance to arbitration.

c. If the grievance has not been resolved within the timeframe stated in paragraph b, either the Union or the Employer may invoke arbitration.

US Army Corps of Engineers, Los Angeles District
Employee Grievance Form

This form is to be used when preparing a formal written grievance in accordance with the Employee Grievance Procedure as described in Article 9 of the Labor-Management Agreement.

Employee's Name _____ Date _____

Union Representative's Name (if any) _____

Date of the incident giving rise to the grievance _____

or the date the grievant should have reasonably been expected to be aware of the incident that gave rise to the grievance_____

Statement of the Employee's grievance including a description of the incident that gave rise to the grievance:

Statement of the remedy desired by the employee:

List of supporting documentation attached to this grievance (if applicable):

EMPLOYEE GRIEVANCE TRACKING FORM

Name of Grievant:_____ **Date of Incident (s) giving rise to the grievance:**_____
First MI Last **(month-day-year)**

Name of Union Representative (if applicable)_____

STEP	ACTION	DATE ACTION COMPLETED	RECIPIENT OR RESPONSIBLE PARTY	SIGNATURE ACKNOWLEDING RECEIPT/COMPLETION OF ACTION	DATE
- 1 - First (1st) Step Grievance Processing	1st step grievance is submitted to grievant's immediate supervisor. Note: grievance must be filed within 15 days of date giving rise to the grievance or within 15 days of the day the grievant should have reasonably been expected to be aware of the incident that gave rise to the grievance.	1st Step grievance received in writing on: ____- _____- _____ month day year	Immediate Supervisor		
- 1 - First (1st) Step Grievance Processing (cont'd)	Immediate supervisor issues 1st step decision within seven (7) days.	1st Step decision issued on: ____- ____-_____ month day year *Note: Extension granted until ___- ____- _____ month day year	Immediate Supervisor Grievant Union Representative		

EMPLOYEE GRIEVANCE TRACKING FORM

STEP	ACTION	DATE ACTION COMPLETED	RECIPIENT OR RESPONSIBLE PARTY	SIGNATURE ACKNOWLEDING RECEIPT/COMPLETION OF ACTION	DATE
- 2 - Second (2nd) Step Grievance Processing	2nd step grievance is submitted to the next level supervisor within ten (10) days after receipt of the decision at Step 1 or 10 days after the deadline for the immediate supervisor to issue a written decision, if none was issued.	2nd Step grievance received in writing on: ____- ____- _____ month day year *Note: Extension granted until ____-____- _____ month day year	Next level Supervisor		
- 2 - Second (2nd) Step Grievance Processing (cont'd)	Next level supervisor meets with the grievant and/or the grievant's Union representative, if any, to discuss the grievance and issue a written decision within seven (7) days of receipt of the Step 2 grievance.	2nd Step meeting held on: ____-____- _____ month day year 2nd Step decision issued on: ____-____- _____ month day year	Next level Supervisor Grievant Union Representative		

EMPLOYEE GRIEVANCE TRACKING FORM

STEP	ACTION	DATE ACTION COMPLETED	RECIPIENT OR RESPONSIBLE PARTY	SIGNATURE ACKNOWLEDING RECEIPT/COMPLETION OF ACTION	DATE
- 3 - Third (3rd) Step Grievance Processing	3rd step grievance is submitted to the Employer Spokesperson within ten (10) days after receipt of the decision at Step 2 or 10 days after the deadline for the next level supervisor to issue a written decision, if none was issued.	3rd Step grievance received in writing on: ____-____- _____ month day year *Note: Extension granted until ____-____- _____ month day year	Employer Spokesperson or designee		
- 3 - Third (3rd) Step Grievance Processing (cont'd)	Employer Spokesperson meets, if necessary, with the grievant and/or the grievant's Union representative, if any, to discuss the grievance and issue a written decision within fourteen (14) days of receipt of grievance at 3rd step.	3rd Step meeting held on: ____-____- _____ month day year *Note: Extension granted until ___- ____- _____ month day year 3rd Step decision issued on: ____-____- _____ month day year	Employer Spokesperson or designee Grievant Union Representative		

*Note: Extensions may be granted by mutual agreement.

ARTICLE 10
ARBITRATION

10.1 Invoking Arbitration.

a. Arbitration may be invoked by written notice from the Union to the Employer within fifteen (15) days after a written response is received by the Union under step 3 of the Employee Grievance Procedure unless the remedy requested by the employee has been granted. Only issues in the written Formal Grievance can be arbitrated.

b. Arbitration may be invoked by written notice from the Union or Employer to the other Party within fifteen (15) days after receipt of the other Party's written response pursuant to the Union-Management Grievance Procedure. Only issues in the written Formal Grievance can be arbitrated.

c. Failure to meet the time limits stated above shall forfeit the right of the invoking Party to proceed with arbitration.

d. An employee may not invoke arbitration.

e. The notice invoking arbitration as defined above must include a written request to the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators qualified in Federal Sector Labor Relations and a completed and signed FMCS Form R-43, *Request for Arbitration Panel*. The notice must also include a check or credit card authorization to pay the FMCS fees. The party receiving said notice will then have five (5) days to sign the FMCS Form 43 and forward it to the FMCS, or return it to the initiating party without signature. When the receiving party refuses to join in such a request, the other party may proceed.

10.2 Mediation. After the request for an arbitrator has been forwarded to the FMCS, the parties may, by mutual agreement, jointly request mediation to resolve the grievance. The parties would then contact the FMCS within 10 days to request a mediator and to schedule mediation as soon as possible. The parties will then attempt to resolve the grievance through mediation. If the parties fail

to come to an agreement during mediation, the invoking party may continue with formal arbitration.

10.3 Selecting the Arbitrator. Within fifteen (15) days after both parties receive the list of arbitrators from the FMCS, the parties will meet to select an arbitrator. If either party is unable to meet within 15 days, the parties agree to meet as soon as possible thereafter. If the parties cannot agree on an arbitrator, the Employer and the Union will strike one (1) arbitrator's name from the list alternately until one (1) name remains. The first strike will be decided by the flip of a coin.

10.4 Fees and Expenses.

a. The Parties agree that any fees charged by the FMCS in return for a panel of Arbitrators will be shared equally by the parties when submitting the R-43 form to the FMCS.

b. The full cost of any fees and expenses charged by the arbitrator and/or reporter will be shared equally by the parties. In the case that one party decides to withdraw from the arbitration process and an arbitrator and/or reporter has been selected, the party withdrawing will be responsible for paying all costs including any and all cancellation fees. If the withdrawal from arbitration is a mutual decision, the full cost of any fees and expenses charged by the arbitrator and/or reporter will be shared equally by the parties.

10.5 Arbitration Hearing.

a. Arbitration hearings will be held on the Employer's premises between 0900 and 1500 hours, Tuesday, Wednesday, or Thursday. Either party may request a change in the date of the hearing up to 14 days prior to the established hearing date. The party requesting such change may do so only for good cause and shall bear any cancellation fee or any other charges levied by the arbitrator.

b. If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each party shall submit a separate statement to the arbitrator of the issue(s). In this case, the Parties may request that the arbitrator determine the issue(s) to be heard prior to scheduling a hearing date.

c. A reporter will be used if the either party requests it or if required by the arbitrator.

d. After filing written briefs, the arbitrator will serve a written decision on the parties.

10.6 Time Limit. The arbitrator will render a decision to the parties no later than thirty (30) days after the closing of the record, or thirty (30) days after the date set by the arbitrator for filing of written briefs, if any.

10.7 Arbitrator's Decision. Except as provided in 10.8 below, the arbitrator's decision will be final and binding on the parties and the remedy (if any rendered) implemented without undue delay unless an exception to the arbitrator's decision is filed with the Federal Labor Relations Authority (FLRA).

10.8 Arbitrator's Authority.

a. The arbitrator shall not consider any issues other than those set forth in the written Formal Grievance and a decision to the contrary will not be binding on the parties.

b. The arbitrator's authority will be limited to interpretation and application of the provisions of this Agreement. A decision by the arbitrator to change, modify, alter, delete, or add to the provisions of this Agreement will not be binding on the Parties. Such right is the prerogative of the Parties only.

c. The arbitrator may decide questions concerning the application of agency policies, provisions of law, regulations of the Department of the Army or Corps of Engineers, or regulations of appropriate authorities outside the Department of the Army. Any necessary interpretation of these items will be provided by both Parties. The arbitrator's decision will contain findings of the facts and interpretation of the law.

10.9 Exceptions. Either party may file an exception to the arbitrator's award with the Federal Labor Relations Authority (FLRA) in accordance with the FLRA's procedures. If no exception is filed within 30 days (the time limit prescribed by the FLRA), the arbitrator's

decision will be final and any award will be implemented without undue delay.

10.10 Witnesses. Witnesses who are employees of the Employer and who are otherwise in a duty status, shall be excused from duty to provide testimony in arbitration hearings arising under this article. The grievant and any employee listed on witnesses lists will be excused from duty to the extent necessary to participate in the official proceedings. In addition, the Employer will rearrange necessary witnesses' schedules and place them on duty during the arbitration hearing. The arbitrator will resolve questions raised as to whether a witness is necessary. The hearing process shall be informal and there shall be no rules of evidence. The Parties shall exchange written lists no later than fourteen days prior to the scheduled date of the hearing.

ARTICLE 11
DISCIPLINARY AND ADVERSE ACTIONS

11.1 Coverage. The disciplinary actions covered by the provisions of this Article are removals, suspensions, and reductions in grade of employees. The provisions of this Article apply to employees specifically covered by this agreement who are in the competitive service or the excepted service who are not serving a probationary or trial period under an initial appointment or who have completed 1 year of current continuous employment under other than a temporary appointment limited to 1 year or less. The provisions do not apply to (1) a suspension or removal in the interests of national security initiated under Section 7532 of Title 5, U.S.C.; (2) a reduction in force action; (3) a reduction in grade or removal based upon unacceptable performance; or (4) any disciplinary action that does not result in a permanent record being placed in the Official Personnel Folder.

11.2 Preliminary Investigation. The employee will be given an opportunity to be represented by the Union during any examination by a supervisor or other representative of the Employer in connection with an investigation if the employee reasonably believes that disciplinary action may result from the examination, and if the employee requests representation. In this case, the supervisor or other representative of the Employer will:

a. Notify the Union's Chief Steward or designee that a meeting to examine a bargaining unit employee is going to take place and that the employee has requested union representation. (The Union accepts the responsibility to provide a union representative as soon as possible, but not later than 1 workday from the day the Union representative was notified verbally. An extension shall be granted by the supervisor or other representative of the Employer, where appropriate.); or

b. Discontinue the interview and rely on evidence already available or information obtained from other sources.

11.2 Notice. A notice of proposed disciplinary or adverse action against an employee shall be in writing and shall inform the employee:

a. Of the specific reasons for the proposed action;

b. Of the name of the official other than the proposing official to whom the employee may respond;

c. That the employee may answer orally and/or in writing or both and may submit affidavits or other written statements in support of their answer;

d. That the employee's response will be considered by the deciding official;

e. That the employee may be represented by a Union representative or personal representative if the action is not covered by the Grievance Procedure in Article 9;

f. Of the employee's status during the notice period;

g. That the employee shall be granted upon request a reasonable amount of official duty time to review evidence files, investigate and prepare an answer to the notice and attend meetings with the deciding official. If the employee is represented by the Union, the Union representative will be given official time in accordance with Article 7, to assist the employee in these activities.

h. An employee will be provided at least 30 days advance written notice of the proposed discipline, except for the personnel actions listed in 5 U.S.C. Section 7503, or for crimes pursuant to 5 U.S.C. Section 7513.

11.4 Employee's Answer. The employee will have 14 days from receipt of the proposal to reply to the deciding official. This period may be extended by the deciding official upon written request of the employee or the employee’s representative.

11.5 Action By The Deciding Official.

a. The deciding official, is the individual who makes the final decision to effect a disciplinary or adverse action covered by this Article. The deciding official shall be at a higher level in the organization than the proposing official.

b. The deciding official will consider the evidence and the employee's response. The decision will be provided to the employee in writing. The action taken will be no greater than the proposed action.

c. In the event an unfavorable final decision is issued, the employee shall be advised of his or her rights to file a grievance on the decision with the Employer, appeal the decision to the Merit System Protection Board, or file an EEO complaint.

ARTICLE 12
ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

12.1 In accordance with the Department of the Army regulations and subject to the provisions of 5 USC 4303, an employee may be reduced in grade or removed for unacceptable performance.

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 Performance Improvement Plan (PIP) to the employee. An opportunity to improve will be for a specific period of time that is defined in a PIP.

a. The contents of the Notice of Unacceptable Performance and Performance Improvement Plan (PIP) will:

(1) identify specific area(s) of performance deficiency and will provide guidance on what the employee should do to improve performance to an acceptable level; and

(2) contain a special or interim performance rating, for the period immediately preceding the PIP; and

(3) contain detailed performance objectives that reflect the general duties of the position and the employee's performance standards; and

(4) state that the duration of the PIP will be one hundred and twenty (120) days; and

(5) spell out the responsibilities of both the employee and the supervisor to achieve the objectives of the PIP as well as the consequences of failure to improve performance; and

(6) provide information regarding additional avenues of support available to the employee, e.g. the Union, EEO Office and Civilian Personnel Advisory Center (CPAC).

b. Implementation of the PIP.

(1) During the PIP period, the supervisor will conduct and document performance evaluation/counseling meetings with the employee once every two weeks.

(2) The PIP may include on-the-job training and guidance and assistance by the supervisor, or designee,

(3) Issuance of a PIP does not release an employee from the responsibility to perform other duties.

(4) At the conclusion of the PIP, a formal evaluation of the employee's performance, with specific details, will be issued in writing to the employee.

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

(6) Leave granted to the employee during the PIP may be added to extend the scheduled completion date. Granting of leave should not be unduly constrained by PIP requirements.

12.3. Unacceptable Performance Following an Opportunity to Improve. Employees who fail to improve or who improve but fail to sustain the improvements at a satisfactory level in the objective(s) identified in the PIP for at least a year from the beginning of the PIP may be reassigned, reduced in grade or removed.

12.4. Notice of Proposed Action. If the Employer intends to propose a reduction in grade or removal due to unacceptable performance, a written Notice of Proposed Action will be given to the employee.

a. The Notice of Proposed Action will be given to the employee thirty (30) days in advance of the proposed action.

b. The Notice will identify specific instances of unacceptable performance by the employee on which the proposed action is based; and the objectives of the employee's position involved in each instance of unacceptable performance.

c. The notice will state that the employee may be represented by a representative of his/her choice, i.e., a Union representative, or by an attorney or other representative. If the employee chooses to be represented, the employee must provide written notification to the employer.

d. The employee will be given a reasonable time (at least 14 days) to answer orally and/or in writing.

12.5. Decision. The written decision to retain, reassign, reduce in grade, or remove an employee will:

a. 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:

(1) specify the instances of unacceptable performance on which the action is based; and

(2) be based only on instances of unacceptable performance which occurred in the 1 year period immediately preceding the date of the advance notice to support the decision; and

(3) only rely on those instances included in the advance notice to support the final decision; and

c. unless proposed by the District Commander, be issued by a Supervisor who is in a higher position than the Supervisor who proposed the action, and

d. include all applicable employee's rights.

12.6 Employee Record. If, because of performance improvement by the employee during the notice period, the employee is not reassigned, reduced in grade or removed, and the employee's performance continues to be acceptable for 1 year from the date of the written notice provided under Section 12.2 of this Article, any entry or other notation of the unacceptable performance for which the

action was proposed under this Article shall be removed from any Employer record relating to the employee.

12.7. Applicability. This Article does not apply to:

a. The reduction in grade or removal of an employee in the competitive service who is serving a probationary or trial period under an initial appointment or who has not completed 1 year of current continuous employment under other than a temporary appointment limited to 1 year or less, or

b. The reduction in grade or removal of a employee in the excepted service who has not completed 1 year of current continuous employment in the same or similar positions.

ARTICLE 13
POSITION DESCRIPTIONS AND POSITION CLASSIFICATION

13.1. General.

a. Position descriptions will be based upon the principal duties and responsibilities assigned to each position. Each employee will be informed of changes in the official position description and will be furnished with a copy of the current position description.

b. The Employer, through its supervisory representatives, shall exercise the right to assign or revise any major duties to any employee in their position description, and also the right to assign any other duties to any employee in addition to major duty assignments.

13.2. Position Descriptions. Any employee who believes that the position description does not accurately describe the duties assigned to the employee may consult with their immediate supervisor for clarification. If the supervisor agrees that the position description is inaccurate, appropriate action will be initiated to ensure that a correct position description or correct duties are assigned to the employee. If the employee believes the supervisor has failed to take such appropriate action, the employee may file a grievance under the negotiated grievance procedure.

13.3. Classification Appeals. If the employee believes that his position is improperly classified, the basis for the classification determination may be requested from the appropriate supervisor. Should the supervisor be unable to resolve the employee's questions regarding the basis for classification of the position within 30 days, the employee may file a classification appeal in accordance with provisions of 5 U.S.C. 5112 and applicable regulations.

ARTICLE 14
PERFORMANCE STANDARDS AND EVALUATION

14.1 The Parties agree to continue to use AR 690-400, Chapter 4302, "Total Army Performance Evaluation System", effective 16 November 1998, as may be amended or changed. The Parties will conduct Impact and Implementation Negotiations (I&I) prior to implementation of any changes to the AR 690-400, Chapter 4302.

14.2 Rating Periods. The rating period for all employees GS-8 and below will be 1 March through the end of February. The rating period for all employees GS-9 through GS-12 will be 1 November through 31 October and for GS-13s will be 1 October through 30 September.

14.3 A link to AR 690-400 will be included in the electronic version of this Agreement that will be available via the District's Intranet. It can be found at http://www.usapa.army.mil/pdffiles/r690_400.pdf. AR-690-400, Chapter 4302, will be distributed to new employees at the New Employee Orientation.

Article 15
INCENTIVE AWARDS PROGRAM

15.1 The goal of the Incentive Awards Program is to foster mission accomplishment by recognizing excellence of its employees and motivating them to high levels of performance and service. The Incentive Awards Program will be administered in accordance with applicable regulations and District policy.

15.2 The Incentive Awards Committee will consist of members appointed by the Employer and one Union Representative appointed by the Union. The Union's representative will participate in the deliberations of the committee with respect to committee functions related to the implementation and operation of the Incentive Awards Program. The Union representative will be a non-voting member.

15.3 The Employer will provide access to the applicable regulations and policy governing the Incentive Awards Program through its Intranet home page. The Employer will publicize quarterly the granting of all honorary, team and special act awards, through a medium accessible to all District Employees.

15.4 The Employer will furnish to the Union a report of all awards granted to all bargaining unit members. This report will include information on the awards granted by grade group (WG, GS-01-08, GS-09-12, GS-13), with comparisons of on-board strength, number of performance awards granted, total amount of performance awards granted, average amount of performance awards granted, number of Quality Step Increases (QSI) granted, and the number of honorary awards granted, by Division or Office. This report will be delivered to the Union at the end of third quarter of each fiscal year.

ARTICLE 16
MERIT PROMOTION AND INTERNAL PLACEMENT

16.1 General. It is agreed that the Employer will use the skills and abilities of employees to the maximum extent possible consistent with mission requirements, merit principles, and applicable laws and regulations. All actions under this article shall be made without regard to political or religious affiliation, marital status, race, color, sex, national origin, age, or non-disqualifying handicap as required by applicable law.

16.2 Merit Promotion and Internal Placement. Merit promotion and internal placement will be in compliance with 5 CFR 335, the applicable Merit Promotion and Internal Placement Plan and all other applicable regulations in effect at the time of the placement action. Merit promotion and internal placement affecting positions outside of the bargaining unit are not within the scope of this agreement. Any Employer decision that changes the Merit Promotion and Internal Placement Plan and applicable regulations will be supplied to the Union. Upon receipt the Union may take such action as they deem appropriate, in accordance with the article on Midterm Negotiations.

16.3 Details. A detail is a temporary assignment to a different position or set of duties, for a specified period, when the employee is expected to return to his or her regular duties at the end of the assignment. The detail of an employee for more than 30 days will be documented by a Request for Personnel Action (RPA). A copy of the RPA will be provided to the employee for his/her records. A copy of the RPA will be placed in the employee's Official Personnel Folder (OPF).

16.4 Details to Higher Graded Positions. If the employee is to be temporarily assigned to a higher graded bargaining unit position for more than 30 days and if the employee meets the qualifications and other regulatory requirements, the employee will be temporarily promoted after 30 days. A Notice of Personnel Action (NPA) will be provided to the employee and will be placed in the employee's Official Personnel Folder (OPF).

16.5 Internal Referral. For Bargaining Unit positions, the referral list will be evaluated, based on the information provided to the Selecting Official, to identify Los Angeles District employees. The Selecting Official will first consider the identified candidates for selection. This does not preclude statutory referral entitlements, nor does it apply to the career referral programs.

16.6 Non-Selection. Selecting officials, or designee, will promptly notify non-selected District employees of their non-selection and offer the opportunity to discuss suggestions to enhance their competitiveness for future career opportunities.

ARTICLE 17
EMPLOYEE TRAINING AND DEVELOPMENT

17.1 General. The Parties recognize the value of a well-trained work force and the need for a well-planned and conducted training effort to meet the short and long-term challenges facing the Los Angeles District of the Corps of Engineers. Training (from Government and/or non-Government sources) will be aimed at improving job performance, meeting the needs of the organization as determined by the Employer, and providing for employee career development. The Parties recognize that each employee is responsible for applying effort, time, and initiative in increasing his potential value through self-development and training.

17.2 Career Development. Employees are encouraged to discuss training and development needs with their supervisors and/or their Career Program Manager, where applicable. Employees will meet with their supervisors to discuss and prepare an Individual Development Plan (IDP).

17.3 Self-Development. The primary responsibility for self-development (i.e. not essential for performance of employees' assigned duties) rests with each individual employee. The Employer and the Union agree to encourage employees to follow a plan for self-development consistent with this Article.

17.4 Employee Commitment. Prior to an employee receiving in excess of 80 hours of training in one training program through non-Government facilities, the employee must sign an agreement to continue in employment with the Department of the Army for a period three times the actual amount of time spent in training in accordance with applicable regulations.

17.5 Completion Obligation. An employee who fails to complete authorized training shall reimburse the Employer for any and all tuition, per diem and other training-related expenses incurred by the Employer for that portion of the training not completed. The employee may offer evidence of circumstances that allegedly prevented the employee from completing the authorized training for consideration by the Employer. If the Employer determines that the

failure to complete training is for reasons beyond the employee's control, reimbursement will not be required.

17.6 Cross Training. Cross training may be utilized to assist employees to advance or to enter new career fields. Employees should discuss this training option with their supervisor.

17.7 Training Committee. The Parties agree that there is merit to continuing the Training Committee. The committee shall include representatives of the major organizational subdivisions as designated by the Employer. The Union may appoint a non-voting observer. The committee shall meet as required. The Union will be notified of all committee meetings, except where issues to be considered do not affect the bargaining unit. The committee shall review annual training budgets, plans and accomplishments, and shall submit recommendations concerning District training needs and programs to the District Commander. A copy of the recommendations will be provided to the Union.

ARTICLE 18
REDUCTION IN FORCE

18.1 General. The Union agrees that the decision to initiate any reduction in force (RIF) rests solely with the Employer. The Employer will notify the Union of its intention to conduct a RIF at least 15 days prior to the issuance of the initial Reduction in Force Notice to affected employees. It is understood that a RIF action is a matter affecting working conditions and therefore subject to the provisions of Article 27, Midterm Negotiations. The Employer will use Office of Personnel Management (OPM), Department of Defense (DoD), and Department of the Army (DA) regulations covering RIF procedures. The Union and Employer will meet as frequently as necessary, at mutually agreed times, to ensure accomplishment of mutual obligations under this Article.

18.2 Competitive Area. The competitive area for RIF activities will be district wide or as otherwise mutually agreed between the Employer and the Union, and in accordance with applicable OPM regulations.

18.3 Review Of Retention Registers. The Employer agrees to make the applicable retention register available for the Union's review at least 10 days prior to the issuance of the initial Reduction in Force Notice to affected employees.

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

18.5 Assistance to Employees. Placement assistance will be provided for employees affected by RIF through placement programs available to the Los Angeles District at the time of the RIF. Employees who feel they have been reached incorrectly in a RIF, may appeal under the appropriate statutory appeals process. If a unit employee is to be separated through RIF procedures, said employee may be considered for any pending Los Angeles District vacancy for which the employee is qualified. Employees who contemplate retiring under discontinued service retirement provisions, should contact the Army

Benefits Center for a statement of eligibility for an immediate annuity and the approximate amount of that annuity.

ARTICLE 19
HOURS OF WORK

19.1 General. Alternative work schedules are intended to enhance the quality of life of Los Angeles District employees, to improve the productivity of the District and to enhance our service to the public. The Employer and the Union recognize the potential benefits that Alternative Work Schedules (AWS) provide to employees of the Los Angeles District. Some examples of those benefits are: to improve the ability to recruit and retain employees; to allow greater flexibility to carpool or to use public transportation at off peak periods; and to reduce short term absences for, and allow employees more freedom in scheduling of, family, community, social, professional, educational, recreational, medical and child care activities.

19.2 Definitions.

a. Basic Work Requirement. The number of hours, excluding overtime hours, that 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. The basic work requirement for all full-time employees is 80 hours per biweekly pay period.

b. Compressed Work Schedule. A compressed schedule is a fixed schedule which enables a full-time employee to complete the basic work requirement of 80 hours in fewer than 10 full workdays.

c. Flexible Work Schedule. An 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by this agreement.

d. Alternative Work Schedules (AWS). Flexible work schedules and compressed work schedules are jointly referred to as Alternative Work Schedules. AWS are described in Title 5, U.S.C., Chapter 61, Subchapter II.

e. Core Hours. The term “core hours” applies to flexible work schedules. Core hours are that portion of the workday during which all employees covered by a flexible work schedule must be present for work.

f. Flexible Hours. Flexible hours are the times during the workday during which an employee covered by a flexible work schedule, arrives at and departs from the work site.

19.3 Alternative Work Schedules (AWS). Flexible Work Schedules and Compressed Work Schedules are jointly referred to as Alternative Work Schedules. The basic work requirement for all full-time employees is 80 hours per biweekly pay period. The following alternative work schedules are available to employees of the Los Angeles District in accordance with this agreement.

a. Flexible Work Schedule. The Flexible Work Schedule is a work schedule of eighty hours per biweekly pay period, eight (8) hours of work per day (not including the lunch period), Monday through Friday. The employee may select a starting time and a corresponding stopping time each day, and may change starting and stopping times daily within the established flexible hours, consistent with the duties and requirements of the position as determined by the supervisor. The following terms and conditions apply to the Flexible Work Schedule.

1) Core Hours. The term “core hours” applies to flexible work schedules. Core hours are that portion of the workday during which all employees covered by a flexible work schedule must be present for work. The Core Hours are 0900 - 1130 and 1300 - 1500, Monday through Friday.

2) Flexible Hours. Flexible hours are the times during the workday during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and corresponding departure from the work site consistent with the duties and requirements of the position as determined by the supervisor. The morning flexible hours are 0630 to 0900, and the afternoon flexible hours are 1500 to 1730.

3) Schedule. Employees on the Flexible Work Schedule may arrive at their work site during the morning flexible hours, and depart from their work site during the afternoon flexible hours. Employees may schedule their lunch period during the period

between 1130 and 1300. Employees must schedule their arrival time, lunch period and departure time to ensure 8 hours of work each day.

b. 5-4/9 Compressed Work Schedule. The 5-4/9 Compressed Work Schedule is a work schedule established by the Employer of eight nine-hour days and one eight-hour day, and one day off which will normally be on a Friday. However, the employee and the immediate supervisor may agree on a day off different than Friday, to satisfy operational requirements. Only full-time employees may work on a Compressed Work Schedule. The employee's starting time will be between the hours of 0600 and 0830, and the corresponding stopping time will be between the hours of 1530 and 1800. The employee's starting time will be the same every workday. Employees will schedule their lunch period during the period between 1130 and 1300.

c. 4/10 Compressed Work Schedule. The 4/10 Compressed Work Schedule is a work schedule established by the Employer of four ten-hour days, normally Monday through Thursday of each week, with Fridays off. However, the employee and the immediate supervisor may agree on a day off different than Friday, to satisfy operational requirements. The employee's starting time will be between the hours of 0600 and 0730, and the corresponding stopping time will be between the hours of 1630 and 1800. The employee's starting time will be the same every workday. Employees on a 4/10 Compressed Work Schedule will schedule their lunch period for one half-hour between 1130 and 1300. Only full-time employees may work on a 4/10 Compressed Work Schedule.

19.4 Procedures.

a. All full-time employees will work eighty hours per pay period. Each employee will select a work schedule. The selected schedule will be recorded on the Employee Work Schedule Form (enclosed with this Article). Work schedules are subject to supervisory approval. Employees and supervisors will work together to meet employee/Employer needs. All work schedule changes requested by the employee must be approved by the employee's supervisor in writing at least one pay period prior to implementation.

b. Employees who choose the 5/8 Flexible Work Schedule will do so by using the Employee Work Schedule Form (enclosed with

this Article). The form will then be submitted to the supervisor for approval. Employees may thereafter request a change to their 5/8 Flexible Work Schedule by using the Employee Work Schedule Form.

c. Employees who choose the 5-4/9 or 4/10 Compressed Work Schedule will use the Employee Work Schedule Form to indicate their preferred schedule for consideration by their supervisor. Employees may thereafter request a change to their Compressed Work Schedule by using the Employee Work Schedule Form.

d. All employees are required to sign in and out and record their time daily in accordance with CESPL OM 37-1-28, Financial Administration, TIMEKEEPING PROCEDURES, as may be amended or rescinded.

e. An employee working a Compressed Work Schedule who attends training or a conference away from his/her duty station for 3 days or more, or who uses any Court Leave or Military Leave, will be changed to a 5/8 Flexible Work Schedule for the pay period(s) during which the employee is in training, a conference, on Court Leave or Military Leave.

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

g. Holidays falling on a scheduled workday will be charged the number of hours regularly scheduled for that day. When a holiday falls on a scheduled day off, the employee's preceding workday will be the designated "in-lieu-of" holiday.

h. The regular workday for part-time employees may not exceed 8 hours. Any hours in excess of 8 hours per day for a part-time employee should be considered as overtime and must have prior approval by the part-time employee's supervisor.

i. If an employee is required to work on a Compressed Work Schedule day off, time will be recorded as overtime or compensatory time.

19.5 Exemptions From Alternate Work Schedule Programs. Prior to permanently or temporarily exempting any bargaining unit employee and/or position(s) from participating in any of the Alternate Work Schedules, the following actions must be accomplished:

a. The immediate supervisor or designee will furnish to the Union the following:

(1) Name(s) of the employees affected
(2) Title, series and grade of employee(s)
(3) Written justification for exemption; and
(4) The work schedule to which the employee(s) will be assigned
(5) a copy of the written approval by the Division Chief, or his designee,

b. The Union will negotiated to the full extent of the law any changes in the work schedule.

c. In the case of an emergency situation, the Employer may temporarily change the hours of duty for the period of the emergency. The Union will be notified of the action and the estimated period of the temporary change. An emergency is defined as an unexpected serious occurrence or situation urgently requiring prompt action.

19.6 Lunch Period. Each employee working more than 6 hours per day will take at least a thirty (30) minute lunch break during the period beginning no sooner than 1130 and ending no later than 1300. Lunch Periods will not be credited as hours of work, even if the employee remains at his or her workstation during the lunch period. No employee will be required to remain on duty during their lunch period unless compensated.

19.7 Rest Periods. Employees will be allowed no more than two fifteen minute rest periods each working day; one to be taken no earlier than one hour after the employee's starting time nor later than one hour before the employee's lunch period begins and a second rest period, if necessary, to be taken not earlier than one hour after the employee's lunch period ends but not later than one hour prior to the end of the employee's work day. Nothing herein may be deemed to restrict a supervisor's right to adjust an employee's rest period to meet changing

operational needs. Rest periods may not exceed 15 minutes. Employees shall be allowed to take the rest period away from the work site, subject to operational needs and applicable laws.

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

19.9 Overtime.

a. Voluntary Overtime. Voluntary overtime offered to employees may be accepted at the employee's discretion.

b. Ordered Overtime. Employees may be ordered to perform a reasonable amount of overtime within an administrative workweek. However, an employee will be excused from ordered overtime upon the presentation of sufficient justification acceptable to the Employer.

c. Employees will not be ordered to perform overtime when on an approved scheduled vacation, except in emergencies.

19.10 Credit Hours. Credit hours will be administered in accordance with CESPL OM 690-1-26, Civilian Personnel, CREDIT HOURS PROCEDURES, as may be amended or rescinded or as replaced by a successor procedure. The Employer will meet its bargaining obligations.

CESPL-_____ Date_____

MEMORANDUM FOR: _____

SUBJECT: Employee Work Schedule Request

1. I request that my work schedule be established as follows and become effective on the pay period beginning _____.

_____a. Flexible Work Schedule. Starting time between 0630 and 0900, lunch period between 1130 and 1300, and quitting time not earlier than 1500 nor later than 1730.

_____b. 5-4/9 Compressed Work Schedule.

Starting time _____ a.m. (between 0600 and 0830)

Lunch period _____ to _____ (between 1130 and 1300)

Quitting time _____ p.m. (between 1530 and 1800)

The scheduled day off will normally be on a Friday. However, the employee and the immediate supervisor may agree on a day off different than Friday, to satisfy operational requirements. The day off will be _____.

_____c. 4/10 Compressed Work Schedule.

Starting time _____ a.m. (between 0600 and 0730)

Lunch period _____ to _____ (between 1130 and 1300)

Quitting time _____ p.m. (between 1630 and 1800)

The scheduled day off will normally be on a Friday. However, the employee and the immediate supervisor may agree on a day off different than Friday, to satisfy operational requirements. The day off will be _____.

Employee Signature _____ Date _____

___ Your work schedule is established and approved as requested above.
___ Your work schedule is established with the changes indicated above.
___ Please meet with me to discuss your work schedule.

Supervisor Signature _____ Date _____

ARTICLE 20
LEAVE PROVISIONS

20.1 Annual Leave.

a. Annual leave shall be earned according to appropriate statutes and regulations. The granting of annual leave is subject to the needs of the Employer, and requires the approval of the employee's immediate supervisor or designee. When employees can be spared from their duties, annual leave will be granted for emergency purposes. Employees have the responsibility of coordinating with their supervisor in scheduling vacation periods by requesting leave for periods when their service can best be spared.

b. Requests for unscheduled annual leave will be held to a minimum to prevent disruption of work schedules. Employees who request unscheduled annual leave will do so as far in advance as possible. When unforeseen circumstances necessitate an employee's absence from duty, the employee will personally attempt to contact his immediate supervisor as soon as possible but not later than 0900 hours. Failure to reach the immediate supervisor will require the employee to leave a message on their supervisor’s voice mail and then contact the supervisor’s designee. If the designee is also unavailable the employee will leave a message on the designee’s voice mail. The messages will describe the reason for the unscheduled leave and the amount of leave requested. If possible, the employee will leave a telephone number where the employee can be reached. In such cases the employee will be required to request approval from their supervisor after the fact. The supervisor reserves the right to approve the request retroactively, or to disapprove the request for annual leave and place the employee in an unauthorized leave status.

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

d. Advanced Annual Leave may be granted and will be administered in accordance with applicable laws and regulations.

20.2 Court Leave. Court leave is leave of absence from duty without loss of pay or charge to annual leave to perform jury duty in a Federal, state of municipal court or to serve as a witness in a judicial proceeding to which the United States, the District of Columbia or state or local government is a party. Court leave will be administered in accordance with applicable regulations. Employees summoned by a court for jury duty shall be recorded as court leave. An employee serving as a witness for the U.S. Government in an official capacity will be on official duty status and will be entitled to travel expenses, per diem, and/or overtime in accordance with applicable regulations.

20.3 Jury Duty. An employee excused or released by the court for a day or a substantial portion of a day is expected to return to duty that day, provided the return would not cause the employee hardship because of distance between home, duty stations, and the court. When only an hour or two remains in the daily tour, the employee should not be expected to return to duty. Failure to return to duty as described above could result in Absent without Leave (AWOL) unless appropriate leave is requested and approved.

20.4 Sick Leave. The Employer and the Union agree that sick leave is intended to ensure against a loss of income when eligible employees are incapacitated by illness/injury. The Parties further agree that sick leave is not intended to supplement annual leave. Employees will accrue sick leave in accordance with applicable laws and regulations. The granting of sick leave is subject to supervisory approval.

a. Employees not reporting for work because of illness will attempt to contact their supervisor by telephone not later than 0900 hours to request approval of sick leave and to state when they expect to return to duty. Failure to reach the immediate supervisor will require the employee to leave a message on their supervisor's voice mail and then contact the supervisor's designee. If the designee is also unavailable the employee will leave a message on the designee's voice mail. The messages will describe the reason for the sick leave and to state when they expect to return to duty. If possible, the employee will leave a telephone number where the employee can be reached. If the employee needs additional sick leave beyond the expected return to duty date, the employee will contact his supervisor using the procedure described above. The supervisor reserves the right to approve the request retroactively, or to disapprove the

request for sick leave and place the employee in an unauthorized leave status. Medical certification stating that the employee was incapacitated for duty will be required for sick leave periods in excess of 3 days and as provided in Section 20.4(d).

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

c. Sick leave may be used for Family Friendly Leave and will be administered in accordance with applicable laws (Family and Medical Leave Act) and regulations.

d. When there is reasonable evidence that an employee has been abusing sick leave, the Employer has the right to require a medical certification signed by a qualified medical practitioner for any sick leave absence, regardless of length, provided that the employee has been previously counseled on the use of sick leave and issued a leave restriction letter. The certification shall state that the employee was incapacitated for duty and the length of time such incapacitation existed. The sick leave record, of each employee issued a leave restriction letter, will be reviewed at 90-day intervals. If clear improvement is shown, the restriction will be removed.

e. Advanced sick leave may be granted if the following requirements are met:

(1) All accrued sick leave has been exhausted;

(2) All annual leave which otherwise would be subject to forfeiture has been used;

(3) Application is supported by medical evidence;

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

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

(6) The request for advanced sick leave is made through the supervisor to the Director of the Civilian Personnel Advisory Center at least five days before the requested effective date.

20.5 Leave Without Pay (LWOP).

a. LWOP is a temporary non-pay status and absence from duty requested by the employee and approved by the employee's supervisor.

b. LWOP will be administered in accordance with applicable laws and regulations.

ARTICLE 21
UNFAIR LABOR PRACTICES

21.1 General. The Employer and the Union agree that prior to formally filing an unfair labor practice (ULP) charge with the Federal Labor Relations Authority (FLRA), the charging party will advise the charged party of the allegation and offer to discuss the issues(s) and allow for resolution if possible. The following procedures will apply:

21.2 Procedures.

a. Prior to the filing of a ULP with the FLRA, the charging party will provide a copy of the proposed charge to the charged 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 advance copy of the informal ULP shall be provided to the charged party at least 15 days prior to the filing of a formal ULP with the FLRA.

b. When the Union is the charging party, they are to provide a copy of the informal charge to the Employer's Spokesperson. The 15-day period shall begin upon receipt of the informal charge by the Employer. When the Employer is the charging party, they are to provide a copy of the informal charge to the Union's Spokesperson. The 15-day period shall begin upon receipt of the informal charge by the President or designee

c. During this 15-day period, the parties will meet in an attempt to resolve the alleged violation.

d. In the event the informal charge is not resolved to the satisfaction of the charging party within the 15-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 thereafter. A copy of the ULP sent to the FLRA will be sent to the other party's Spokesperson on the same day that it is sent to the FLRA.

ARTICLE 22
VOLUNTARY ALLOTMENT OF UNION DUES

22.1 General.

a. The Employer agrees to withhold Union dues from the bi-weekly pay of eligible Unit employees. Amounts withheld will be determined by the Union. The Employer will remit the monies withheld through electronic funds transfer (EFT) to the Union.

b. After the loss of Exclusive Recognition by the Union as determined by the Federal Labor Relations Authority (FLRA), allotments will be automatically stopped beginning the next full pay period.

22.2 Union Responsibilities.

a. The Union accepts the responsibility for informing and educating its members concerning the allotment of dues and the proper completion of Standard Form (SF)1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues.

b. The Union will, upon request by an eligible employee, provide an SF 1187 to authorize an allotment for withholding dues from an employee's pay.

c. The Union will complete Section A of SF 1187 and the President or an elected official will certify and forward it to the Customer Service Representative (CSR) for processing. After processing, the CSR will forward the form to Defense Finance and Accounting Service (DFAS) within a reasonable time and give a copy of the completed form to the Union. If, in the judgment of the CSR, the employee is not eligible for dues allotment, the SF 1187 will be returned to the Union with an explanation.

d. The Union will inform the CSR of the amount of bi-weekly dues to be withheld.

e. The Union will notify the CSR to initiate termination of dues when an employee is suspended or expelled from membership in the Union.

22.3 Employer Responsibilities.

a. Allotments will be effective at the beginning of the first full pay period following receipt of the SF 1187 by the DFAS.

b. Remittance for dues withheld will be forwarded by electronic funds transfer (EFT) to the Union by DFAS at the time employee's pay is processed.

c. The Employer will notify the Union when the agreement between the Employer and the Union ceases to be applicable. When such is the case or upon notification by the Union that an employee has been suspended or expelled from membership in the Union, DFAS will stop the allotment as of the next full pay period.

22.4 Employee Responsibilities.

An employee may, at any time, request revocation of an allotment for the payment of dues by completing SF 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, and submitting it directly to the Employer's CSR. 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 each anniversary date thereafter. The CSR will provide notification of any revocation to the Union.

ARTICLE 23
SAFETY

23.1 General. Safety is a collective effort and a responsibility of the Employer, the Union and the employees. The Parties will cooperate to identify and eliminate serious hazards and achieve a high level of worker safety and health. The Parties agree that a cooperative relationship between the Employer and the Union will assist in this endeavor. The Employer will make every reasonable effort to provide for and maintain safe working conditions for Unit employees. The Union will support the Employer's safety goals by encouraging all employees to work in a safe manner, and by reporting unsafe or unhealthy conditions.

23.2 Employer Safety Responsibilities. The Employer will meet its obligation to comply with all statutory and regulatory requirements pertaining to occupational safety and health programs for US Army Corps of Engineers employees. These include Executive Order 12196, February 26, 1980, Occupational Safety and Health Programs for Federal Employees and 29 CFR 1960, Federal OSHA, Basic Program Elements for Federal Employee Occupational Safety and Health Programs.

23.3 Safety Committee. The Union may appoint one participating non-voting Union representative to the Safety and Health Committee.

23.4 Annual Safety Inspections. The Safety Officer will conduct annual scheduled safety inspections of District-operated facilities. Inspections will be conducted in accordance with 29 CFR, 1903.8. One Union representative will be invited to accompany the Safety Officer during the physical inspection of any workplace for the purpose of aiding such inspection. The Union Representative will be given official time, with travel and per diem reimbursement, for the period of such inspections.

23.5 Training. Upon recommendation of the Safety Officer, the Employer will provide appropriate safety and related training to Union representatives to enable them to function appropriately in ensuring safe and healthful working conditions and practices in the workplace and enable them to effectively assist in conducting annual workplace

safety and health inspections in accordance with 29 CFR 1960.59. The Employer will pay for travel, per diem and registration fees for this training, if needed. If otherwise in a duty status, Union representatives will be granted official time, in accordance with Article 7 - Official Time, in order to attend this training.

ARTICLE 24
EMPLOYEE HEALTH PROGRAMS

24.1 Employee Assistance Program. 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.

24.2 Employee Health Programs. The Employer will, to the extent practicable and available from DoD sources, offer whatever health services are obtainable for employees.

24.3 Fit-To-Win Program. The Fit-To-Win Program will be administered in accordance with the most current versions of CESPL OM 600-1-1, Personnel – General, FIT TO WIN PROTOCOL and CESPL OM 600-1-4, Personnel – General, FIT TO WIN WELLNESS CENTER. The Employer will meet its bargaining obligations if there are any changes to the program.

ARTICLE 25
CONTRACTING OUT

25.1 Notification. The Employer agrees to inform the Union prior to issuance of an invitation for bids or request for proposals for any contracting out work that may result in termination of any bargaining unit employee. The Employer will provide the Union with a milestone chart that shows the schedule that will be used to follow the OMB Circular A-76 requirements. A copy of the request for proposal issued to prospective participants will be provided to the Union.

25.2 Assistance. The Employer agrees to minimize termination action by providing assistance to place eligible employees in accordance with Reduction in Force procedures.

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

ARTICLE 26
ORIENTATION OF NEW EMPLOYEES

26.1 Orientation of New Employees. The Employer will use its best efforts to timely conduct the District Commander's New Employee Orientation sessions. A Union representative will be given an opportunity to be present at these sessions. All new employees attending this orientation, will be informed by the Employer, that the Union is the Exclusive Representative of employees. The employees, in attendance, who choose to remain after the orientation 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 recorded in accordance with the article addressing the use of official time.

26.2 Monthly List of New Employees. The Employer shall furnish the President of the Union each month the following information to identify all new employees of the Unit hired since the last list:

a. Full name.

b. Position title and grade.

c. Organizational assignment.

d. Date entered on duty.

ARTICLE 27
MISCELLANEOUS PROVISIONS

27.1 Dress Codes. Employees will be neat, clean and businesslike in dress and personal grooming while on duty. In this regard, employees may conform to contemporary apparel and contemporary grooming styles provided that the styles do not create a health or safety hazard, interfere with or tend to interfere with accomplishment of the missions of the Employer, in a particular situation by reducing ability to deal effectively with either the public, fellow employees, other governmental agencies or organizational entities. Some examples of inappropriate attire are casual shorts, halter-tops, sweats, jogging clothes, workout clothes, tattered clothing, slippers and rubber/plastic thong shoes.

27.2 Telephone Calls. Bargaining Unit employees will be reimbursed for telephone calls home, of reasonable duration, while traveling on government business, in accordance with the DoD Joint Travel Regulations, as may be amended.

27.3 Missing Paycheck. The Employer will assist any employee who does not receive pay by the Monday following the week in which the pay is due. The employee will contact the Customer Service Representative (CSR) in the Resource Management Office to report the problem. The CSR will immediately contact the Defense Finance and Accounting Service (DFAS) in order to initiate action for payment.

ARTICLE 28
REPRODUCTION AND DISTRIBUTION

28.1 Agreement. The Agreement will be 8 1/2 X 11 inches and will have 3 holes punched along the left margin. The Agreement will have a table of contents in the front.

28.2 Agreement Cover. The color of the Agreement cover will be blue. The effective dates of the Agreement, beginning and ending, will be printed on the cover. The words "Labor-Management Agreement" will stand out on the cover. The Union symbol, Corps castle, and the District logo will be on the cover.

28.3 Format. Each Article will begin on a new page. The Article number and title will be centered at the top of the first page of each article. Each section will have an underlined title. Arial font 14 point will be used.

28.4 Distribution. Copies of this Agreement will be provided by the Employer to the Union for distribution to each new bargaining unit employee during New Employee Orientation. In addition, the Employer will furnish 50 copies to the Union.

28.5 Intranet. A read-only copy of this Agreement will be posted on the District's Intranet. A link will be added by the Employer to the District's home page to provide access to the Agreement. This link will allow the Agreement to be printed by the user's computer.

ARTICLE 29
UNION-EMPLOYER COUNCIL

Establishment. In accordance with this Agreement, the Employer and the Union agree to establish a Union-Employer Council. Within 30 days following final approval of this Agreement, either Party may make a demand on the other to meet for the purpose of drafting a Council Charter. If neither Party makes such request within the time allotted this article is void.

ARTICLE 30
MIDTERM NEGOTIATIONS

30.1 General. Both Parties to this Agreement have the responsibility of conducting their midterm negotiations in good faith and in such manner as will further the purposes of the Civil Service Reform Act (CSRA). They agree to make every reasonable effort to resolve all differences which arise between them.

30.2 Scope. The scope of midterm negotiations is as follows:

a. Employer decisions affecting bargaining unit employees or their conditions of employment, subject to non-negotiable exclusions as provided by law;

b. Negotiable proposals by the Union on matters not contained in or covered by this Agreement;

c. Amendments and supplements to this Agreement to reflect legal and regulatory changes, or other negotiable items, as mutually agreed.

30.3 Notification of Employer Decisions Affecting Conditions of Employment of Bargaining Unit Employees.

a. The Employer will notify the Union prior to implementation of decisions affecting conditions of employment of bargaining unit employees. Such notification will be furnished to the Union President or designee.

b. If, after notification from the Employer, the Union chooses to exercise their right to bargain, their demand to bargain will be furnished to the Employer's Spokesperson not later than 10 days after receipt of the notification. Absence of a demand to bargain on or before the 10th day will be accepted as the Union's declination to bargain.

30.4 Procedures For Midterm Negotiations.

a. Negotiations will begin not later than 15 days after receipt of the demand to bargain. Extensions may be granted by mutual

agreement. Failure of the Union to commence negotiations will be accepted as the Union's declination to bargain.

b. Normally, the number of Union bargaining team member(s) authorized official time will not exceed the number of individuals designated as representing the Employer at the bargaining session. When more than one individual represents each Party, the lead negotiator for each party will be identified at the commencement of negotiations. The lead negotiators must have the authority to enter into an agreement and bind their respective Party. Agreements will be signed and dated by the lead negotiators.

c. Either Party may have a subject matter expert present information pertinent to the subject being negotiated between the Parties. The subject matter expert may not negotiate for or become a member of either bargaining team.

30.5 Requests for Information. All requests for information made by the Union pursuant to section 7114(b)(4) of the CSRA will be sent in writing to the Employer’s Spokesperson. The response to the request, whether approved or denied, will be in writing.

ARTICLE 31
EFFECTIVE DATE

31.1 This agreement is subject to approval by the Secretary of the Army or designee. The Secretary of the Army or designee shall approve the agreement within 30 days from the date this agreement is executed, if the agreement is in accordance with the provisions of the CSRA and any other applicable law, rule, or regulation (unless the agency has granted an exception to the provision).

31.2 If the Secretary of the Army or designee does not approve or disapprove this agreement within the 30-day period, this agreement shall take effect and shall be binding on the Parties, subject to the provisions of the CSRA and any other applicable law, rule, or regulation.

31.3 The following is a list of participants in the negotiation of this Labor-Management Agreement. The Employer representatives included Richard Leifield, Lead Negotiator, Stephen Temmel, Thomas D. (Dan) McKercher, Patricia Delgado, Madeline Zamorano, Ventura Gomez, Sandra Redding, Teresa Kaplan and Arthur Jung. The Union representatives included Pedro Gonzalez, Lead Negotiator, Vernon Bernhardt, Irene Leyva-Tracy, Regina Parker, Mary Ann Powers, Christopher Tu, Patricia Vasquez, Veronica Vasquez and Leticia Zarate.

31.4 In witness whereof, the Parties hereto have caused this Labor-Management Agreement to be executed on this 1st day of February 2005.

U.S. Army Corps of Engineers,
Los Angeles District, (Employer)

Alex C. Dornstauder
Colonel, US Army
District Engineer

National Federation of
Federal Employees,
Local 777 (Union)

Pedro R. Gonzalez
President

31.5 Approved by the Department of Defense on March 2, 2005.