

**Agreement between  
United States Army  
Corps of Engineers,  
Seattle District and  
National Federation of  
Federal Employees,  
Local 8**

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## **ARTICLE 1: PREAMBLE**

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 (CSRA) regarding Federal labor-management relations, the following articles of this basic agreement, together with any and all Supplemental Agreements which may be agreed to at later dates, constitute a total agreement by and between the United States Army, Corps of Engineers, Seattle District, hereinafter referred to as the Employer, and the National Federation of Federal Employees, Local 8, hereinafter referred to as the Union, representing the employees in the unit described in Article II, hereinafter referred to as employee or the employees.

**Section 1:** This agreement is entered into pursuant to NPSPO-E letters from the Seattle District Engineer, dated 21 July 1971, and 6 June 1975 to the President, Local 8, NFFE, granting exclusive recognition to the Union.

**Section 2:** It is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of Employees within the meaning of the Civil Service Reform Act; to establish a basic understanding relative to the personnel policies, practices, procedures and matters affecting conditions of employment within the jurisdiction of the Employer; and to provide means for amicable discussion and adjustment of matters of mutual interest.

**Section 3:** The parties agree that the well-being of employees and efficient administration of the Government are benefitted by providing employees an opportunity to participate in the implementation of personnel policies and practices substantially affecting the conditions of their employment.

**Section 4:** The parties to this agreement, intending to be bound hereby, agree as follows.

## **ARTICLE 2: RECOGNITION AND UNIT DESIGNATION**

**Section 1, Recognition:** The Employer recognizes that the Union is the exclusive representative of all employees in the unit described in Section 2 below, in accordance with Title V, U.S. Code, Chapter 71 and the Union recognizes its responsibility to represent all unit employees equally regardless of Union membership for as long as the Union continues as the Exclusive Representative of such employees.

**Section 2, Bargaining Unit:** The unit to which this agreement is applicable is all employees of the U.S. Army Engineer District, Seattle, Washington, excluding all employees in existing bargaining units, management officials, supervisors, professional employees, and other personnel as excluded by 5 USC 7112(b) and (c).

## **ARTICLE 3: PURPOSE**

**Section 1:** This agreement defines certain roles and responsibilities of the parties hereto; states policies, procedures and methods that govern working relationships between the parties; and identifies subject matter of proper mutual concern to the parties. They enter into this agreement primarily for the following reasons:

- a) To promote 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.
- b) To facilitate the adjustment of grievances, complaints, disputes, and impasses.
- c) To provide for systematic employee-management cooperation.

**Section 2:** The Employer and the Union recognize that they have a common interest in the elimination of waste; the conservation of materials, supplies, and equipment; improvement in the quality and quantity of work and services; the maintenance of effective supervisor-employee communications; the judicious use of sick leave by employees of the unit; the correction of conditions causing grievances, complaints, and misunderstandings; the encouragement of courtesy in relations of employees with the public; the safeguarding of health; the prevention of hazards to life and property; the betterment of employment conditions; and the strengthening of employee morale in the unit.

**Section 3:** It is recognized by both parties that they must exercise restraint and good judgment to establish the constructive relationship which this agreement is designed to bring about.

## **ARTICLE 4: DEFINITIIONS**

**Section 1, Union-Management Meetings:** Meetings which are held for communication and exchange of views on matters of mutual interest.

**Section 2, Negotiation:** The performance of the mutual obligation of the Employer and the Union to meet at reasonable times and to bargain in a good-faith effort to reach agreement on appropriate issues relating to the conditions of employment affecting employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to does not compel either party to agree to a proposal or to make a concession.

**Section 3, Past Practice:** A past practice is defined as what is actually being practiced by the agency's supervisors in the workplace, not what agency management has directed or believes is being practiced.

**Section 4, Impasse:** The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

**Section 5, Negotiability Dispute:** A disagreement between the parties as to the negotiability of an item.

**Section 6, Amendments:** Modifications of the basic Agreement to add, delete, or change portions, sections, or articles of the agreement.

**Section 7, Supplements:** Additional articles, negotiated during the term of the basic Agreement, to cover matters not adequately covered by the basic Agreement.

**Section 8, Memorandum of Understanding:** A written understanding negotiated during the term of the agreement which is intended to clarify the meaning of a specific provision or provisions in the basic agreement.

**Section 9, Grievance:** Means any complaint specified as a grievance:

- 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 labor organization, or the Employer concerning:
  - i) the effect of interpretation, or a claim of breach, of a collective bargaining agreement; or
  - ii) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

**Section 10, Emergency Situations:** A situation which poses sudden, immediate, and unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

**Section 11, Union Official and/or Union Representative:** Any accredited National Representative of the Union and the duly elected or appointed officials of the Loca1, including Stewards.

**Section 12, Authority:** The Federal Labor Relations Authority (FLRA), established by the Civil Service Reform Act (CSRA) of 1978.

**Section 13, Days:** When the term days is used in this agreement it means calendar days unless specifically stated otherwise. If time limits for actions are specified in numbers of days and the last day is a "non" workday, the time limit will be extended until close of business on the next workday.

## **ARTICLE 5: MANAGEMENT RIGHTS**

**Section 1, Management Rights:** Nothing in this agreement shall affect the authority of any management official of the Employer, and the Employer retains the right:

- a) To determine the mission, budget, organization, number of employees, and internal security practices of the Employer;
- b) In accordance with applicable laws-
  - i) To hire, assign, direct, lay off, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - ii) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
  - iii) With respect to filling positions, to make selections for appointments from-
    - (1) Among properly ranked and certified candidates for promotion; or
    - (2) Any other appropriate source; and
  - iv) To take whatever actions may be necessary to carry out the Employer's mission during emergencies.
- c) To determine the numbers, types and grades of employees or positions assigned to any organization subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.

**Section 2, Non-abridgement:** The provisions of this article shall not nullify or abridge the rights of the Employer or the Union to bargain the impact of decisions involving a retained right and the right to negotiate procedures for implementing such decisions shall not be abridged by anything in this article.

## **ARTICLE 6: EMPLOYER OBLIGATIONS**

**Section 1, Recognition:** The Employer agrees to recognize and respect the rights of the Union. The Employer agrees to inform the Union for the purpose of obtaining the Union's input before implementing any new personnel policies, procedures, regulations, or other matters substantially affecting working conditions of the employees in the unit. The Employer will notify the Union of proposed changes in a timely manner to insure that the Union has adequate time for preparation of its views. The notification may be verbal or in writing depending on the complexity of the change. Written notification will be responded to in writing within five working days after receipt of notification. Verbal notification will be responded to verbally in three working days. Failure by the Union to respond within required time frames will mean that the Union concurs with the proposed changes.

**Section 2, Common Goal:** This Agreement does not alter the responsibility of either party to meet with the other to advise or discuss and conscientiously seek mutually satisfactory resolutions to other appropriate matters not covered by this Agreement, but otherwise appropriate for such discussions.

**Section 3, Restrictions:** The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or to participate in activities, meetings, or undertakings not related to their performance of assigned duties.

## **ARTICLE 7: EMPLOYEE RIGHTS**

**Section 1, Rights of Employees:** Each employee shall have the right to form, join, or assist any 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.

**Section 2:** This Agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate government officials in accordance with applicable laws, regulations, or from choosing his or her own representative in a statutory appeal.

**Section 3:** Nothing in this Agreement shall abrogate any employee right or require any employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions in accordance with Article 12.

**Section 4:** The Employer shall not discipline or otherwise discriminate against any employee who has filed a complaint or has given testimony under the CSRA or this grievance procedure.

**Section 5:** The Employer recognizes its obligation to notify bargaining unit employees in accordance with 5 USC 7114(a)(2)(B) and (3). New bargaining unit employees will be notified of the above rights at the New Employee Orientation.

## **ARTICLE 8: UNION RIGHTS AND REPRESENTATION**

**Section 1, Rights and Obligations of the Union:** The Union, as the exclusive representative of employees in the unit, is entitled to act for and to negotiate agreements with regard to matters substantially affecting conditions of employment. The Union accepts responsibility for, and agrees to represent in good faith, the interests of all employees in the unit without discrimination because of race, color, religion, sex, or national origin and without regard to membership in the Union.

- a) Union officers and officials who are employees of the Seattle District, Corps of Engineers, including stewards, shall be permitted reasonable time for the purpose of representational functions and implementation of the conditions of this contract. No internal Union business will be conducted during working hours or on official time.
- b) The steward or local official will obtain written permission from their supervisor or person in charge before leaving the work area and indicate the general nature of the business and advise where he or she is going. Written permission will be in the form of a request for official time.
- c) When any Union representative is required to leave his/he worksite on matters directly related to employee grievances, or appeals, he/she will request permission from his/her supervisor to leave and advise the supervisor where he/she is going and inform the supervisor upon his/her return. If the request is compatible with workload priorities, relates to their representative duties and is of mutual concern to the Employer and the Union, it will normally be granted. The amount of time spent away from the worksite will be reasonable and the minimum essential to conduct business authorized by this Agreement.
- d) If permission cannot be granted because of pressing work requirements, the steward will be granted permission as soon as possible thereafter. The steward or local official will obtain permission from the supervisor of the employee(s) to be contacted.
- e) No internal Union business will be conducted on official duty time. Activities concerned with the internal management of the Union, including but not limited to the collection of dues or other assessments, circulation of authorization cards or petitions, solicitation of signatures on dues withholding authorization forms, and campaigning for labor organization office may not be conducted within regular working hours of the employees involved.
- f) The President of the Union or his designee, or a representative of the Union with prior arrangements, may meet with the Employer on matters of mutual concern. The principal point of contact with the Employer will be the Chief, Management-Employee Assistance Branch, Human Resources Office.

**Section 2:** The initial point of contact by the union for discussion of a problem or matter of concern with the Employer shall be at the lowest level having authority to act on the particular issue. In order of rank, the contact representatives of the Employer are the immediate supervisor; branch chief, or division chief; Chief, Management-Employee Assistance Branch of the Human Resources Office; Personnel Officer; the Executive Assistant; the District Engineer.

**Section 3, Formal Discussions:** In accordance with 5 USC 7114 (a) (2) (A) and (B), the Union will be provided an opportunity to be represented at all formal discussions between management and

bargaining unit employees concerning grievances and other matters substantially affecting working conditions. The Union will be given adequate notice.

**Section 4:** When furnished copies of proposed changes in personnel policies, practices and procedures within the discretion of the Employer, the Union agrees to submit any comments it may have in writing when within minimum time limits specified by the Employer.

**Section 5:** The Union agrees to appoint one steward for each project and area office except three for Lake Washington Ship Canal and six for the District office at Federal Center South. The total being no more than fifteen stewards. Stewards and supervisors should discuss informal items of concern in the application of the agreement to avoid misunderstanding and to deter complaints from either party. The Union will furnish the steward names in writing to the Employer in a timely manner to assure currency.

**Section 6:** The Employer agrees to recognize representatives of the NFFE National Office. The Union agrees to provide advance notice to the Employer of on-site visits or representations to be made by representatives of the National Office. In exceptional situations where advance notice is not practicable, representatives of, the National Office will notify the Chief, Management-Employee Assistance Branch or his/her representative of his/her arrival on site.

**Section 7:** In the case of adverse action, the employee(s) are entitled to a representative of their choice, unless processing their appeal under the negotiated grievance procedure.

## **ARTICLE 9: NEGOTIATIONS**

**Section 1, Manner:** Both parties to this agreement have the responsibility of conducting their negotiations in good faith and otherwise in such manner as will further the purpose of Title VII, Civil Service Reform Act of 1978 (CSRA) and the mission of the Seattle District. Both parties agree to make every reasonable effort to resolve all differences which arise between them in connection with the administration of this Agreement.

**Section 2, Scope of Negotiations:** Subjects appropriate for negotiation are conditions of employment, as defined in Section 7103(a)(14) of Title VII, CSRA. It is understood that the obligation to negotiate does not compel either party to agree to a proposal or to make a concession. No obligation exists for management to negotiate on the reserved management rights. The Employer acknowledges that nothing in the reserved management rights precludes the Employer and the Union from negotiating procedures for implementation of appropriate arrangements for employees adversely affected, which the Employer will observe in exercising authority under those reserved rights. To the extent that provisions of any activity, instruction, or directive within the discretion of the Employer may be in conflict with this agreement, the provisions of this agreement shall govern.

**Section 3, Changing Office/Work Facility Conditions:** The Union may negotiate the impact and implementation of major changes to office/work facility conditions during the planning stage.

**Section 4, Savings:** Provision of existing Memoranda of Understanding which are not in specific conflict with the provisions of this agreement will remain in effect unless modified through the negotiations process.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

**Section 1, Common Goal:** The Employer and the Union recognize the importance of settling disagreements and disputes promptly, and in an orderly manner that will be consistent with good management. To accomplish this, an effort will be made to settle grievances expeditiously and at the lowest level of supervision.

**Section 2, Scope:** This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the application and violation of this agreement and applicable laws, rules and regulations affecting conditions of employment. This grievance procedure does not apply to:

- (1) A violation relating to 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 position which does not result in reduction in pay or grade for the employee.
- (6) Termination of probationary and/or temporary employees based on performance and/or conduct deficiencies, lack of funding, or lack of work;
- (7) A preliminary notice of an action which, if effected, would be covered under this grievance procedure or be appealable under statutory procedures; or,
- (8) Non-selection from a group of properly ranked and certified candidates.

**Section 3:** Matters covered under Section 4303, Title 5 USC (unacceptable performance), Section 7512, Title 5 USC (removal, reduction in grade or pay, suspension longer than 14 days, furlough up to 30 days or less) and Sections 3502 and 3503, Title 5 USC (Reduction in Force) which also falls under the negotiated grievance procedure may at the discretion of the aggrieved employee be raised either under the appellate procedures of the Merit System Protection Board or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised this option at the time he/she files a timely notice of appeal under the appellate procedures or files a timely written grievance under the negotiated grievance procedure, whichever occurs first.

**Section 4, Application:** The Employer and the Union recognize that aggrieved employees have the right to present their own grievance. The Employer and the Union endorse the importance of bringing grievances to light in attempting to resolve them at the lowest possible level. Any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union, provided that the Union will have an opportunity to be a party to all the formal discussions during the formal grievance process. Either the Union, or management, may present grievances on their own behalf utilizing these procedures.

**Section 5, Procedure:** The following procedures are established for the resolution of grievances:

- (1) **Informal Grievance:** The informal grievance shall first be taken up by the grievant (and representative or steward, if the grievant elects to have one) with the immediate supervisor, or the lowest level management official with authority to render a decision.

**Step 1.** The grievant (either employee or Union) shall notify the immediate supervisor of the grievance within fifteen (15) days of the incident or when the grievant was in a position to be aware of the problem. This notification may be oral or in writing and must specify that a grievance is being raised.

**Step 2.** The supervisor shall have ten (10) days to attempt to resolve the grievance and shall notify the grievant of his/her decision. This notification may be oral or in writing. If the employee is grieving against his/her immediate supervisor, the grievance may be submitted to the next level of supervision.

- (2) **Formal Grievance:** If the grievant is dissatisfied with the decision given the "informal grievance," the grievance will be reduced to writing by the aggrieved and initiated as a formal grievance in accordance with the following steps:

**Step 1.** Within ten (10) days after receipt of the decision on the informal grievance, or expiration of the time limit if no reply is received, the formal grievance shall be presented by the aggrieved or his/her representative to the next higher level of management for review and possible resolution. The written presentation of the grievance must contain the following information:

- a. The identity of the aggrieved employee and the work group in which he/she is employed;
- b. The details of the grievance and a brief summary of what action has been taken;
- c. The article(s) of this Agreement, laws, rules and/or regulations allegedly violated, or to which the grievance applies;
- d. The corrective action desired; and
- e. The name of the Union or personal representative, if any.

If the grievance falls within the purview of this Agreement, the management official will attempt to adjudicate the grievance and will give his/her written decision to the employee, the personal representative, and/or the Union within fifteen (15) days after receiving the grievance. If it is determined that the grievance does not fall within the purview of this Agreement, the management official will so inform the grievant within ten (10) days.

**Step 2.** If the grievant is not satisfied with the decision rendered at this level of review, the written grievance may be submitted to the appropriate Division/Separate Office Chief within five (5) days. The Division/Separate Office Chief will attempt to resolve the grievance expeditiously. The written decision will be given to the aggrieved employee, the representative and/or the Union within twenty (20) days of the management official receiving the grievance.

**Step 3.** If this decision is not satisfactory, either party may, within fifteen (15) days, submit a written request to the District Human Resources Office, Chief, Management- Employee Assistance (MEA) Branch, for binding arbitration. Only the Local 8 President or District Commander, or their respective designees may request arbitration.

**Section 6, Time Extensions:** If mutually agreed upon in writing, the time frame specified in this Article for an individual grievance may be changed. If the Employer fails to meet the time limits specified, the grievance will automatically advance to the next step of the grievance procedure. If the grievant fails to advance his/her grievance from one step to the next within the specified time limits, the grievance will be considered resolved.

## **ARTICLE 11: ARBITRATION**

**Section 1, Right to Arbitration:** If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Union or management may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by either the President, Local 8, or the District Commander or their respective designees, and submitted within fifteen (15) days following receipt of the decision by the aggrieved party.

**Section 2, Selecting the Arbitrator:** Within ten (10) days from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately request the Federal Mediation and Conciliation Service or the American Arbitration Association (AAA) to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service or the AAA to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. The parties shall meet within five (5) days after the receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Employer and the Union will alternately strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. The Union shall strike the first name. The grievant may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

**Section 3, Fees and Expenses:** The arbitrator's fees and expenses shall be borne totally by the losing party. The cost of any mutually agreed upon services in connection with an arbitration shall be borne in a like manner.

### **Section 4, Arbitration Process:**

1. The parties may mutually agree on a stipulation of facts to the arbitrator or the parties may mutually agree to an inquiry, mini-arbitration, hearing, or any combination of these procedures. If the parties cannot mutually agree, then a hearing will be held.
2. A brief statement of the issue(s) and the position(s) of each party may be submitted, jointly or separately, to the arbitrator before the hearing. A copy of any such submissions will be provided to the other party. Each issue or question submitted to arbitration shall include the following:
  - a. Questions as issue
  - b. Statement of facts
  - c. Position of the Union
  - d. Position of the Employer
3. Questions of arbitrability will be submitted to the arbitrator as a threshold issue; prior to consideration of the framed issue(s). This section does not preclude either party from raising such issue at any time prior to the hearing or final submissions on the framed issue(s).

4. Normally an arbitration hearing or inquiry shall be held on the Employer's premises during the regular day-shift work hours of the basic work week. An employee of the unit serving as the grievant's representative, the aggrieved employee, and witnesses, if District employees, shall receive their regular rate of pay while participating in the arbitration proceedings, provided they otherwise would have been in a duty status.
5. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by Section 7701(c)(1) of Title V, United States Code; as applicable.

**Section 5, Time Limit:** The arbitrator will be instructed that in order to fulfill the delegation to arbitrate, he/she must render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree. The arbitrator will also be instructed to date his/her decision as of the date of its mailing.

**Section 6, Arbitrator's Authority:** The arbitrator's decision shall be final and binding. The arbitrator shall have the authority to resolve any questions of arbitrability and interpret and define the explicit terms of this Agreement or published agency policy. The arbitrator shall have no authority to add to or modify any terms of this Agreement, or agency policy or regulation.

**Section 7, Exceptions:** Either party may file with the FLRA, an exception to the arbitrator's award as stated in 5 USC Section 7122. If no exception is filed during the thirty (30) day period beginning on the date of the award, the arbitrator's decision, and/or remedy will be effected within a reasonable time.

## **ARTICLE 12: DUES WITHHOLDING PRIVILEGES**

**Section 1:** The Agency agrees that any eligible employee in the unit as defined in the Preamble of this Agreement, who is a member of the Union, upon compliance with the procedures prescribed herein, will have the right to make a voluntary allotment for withholding from his/her pay for his/her membership dues. Nothing in the Agreement will be construed to require an employee to become, or to remain, a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**Section 2:** The Central Payroll Office, 215 N. 17th Street, Omaha, Nebraska 68102-4978, furnishes payroll services for the District and will make the deductions and remittance as provided for in this Article.

**Section 3:** Withholding shall include the regular periodic amounts required to maintain the employee as a member in good standing but shall not include initiation fees, special assessments, back dues, fines, and similar items.

**Section 4:** Eligible employees participating in dues withholding must be members in good standing of the Union covered by this Agreement as determined by the Union.

**Section 5:** Allotments for union dues must be authorized on Standard Form No. 1187, supplies of which are obtainable by the Union. The title of this form is "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues." The Union is responsible for informing its members of the allotment program and the use of the standard forms.

**Section 6:** Employees wishing to participate in the dues withholding program must obtain Standard Form No. 1187 from their Union. Forms will be completed by the employee and by the Union who will be responsible for mailing to the Central Payroll Office. The deduction for the allotment will begin to be made for the first complete bi-weekly pay period following receipt by the Payroll Office of the properly completed allotment form.

**Section 7:** The amount of dues to be withheld as reflected on the initial authorization form will remain unchanged until the union certifies to the Central Payroll Office that the amounts of the dues have changed for a particular member or members showing the specific amount of the new deduction. Such changes shall not be made more frequently than twice each twelve months, measured from the date of the first change made by the Union. Notifications of dues change must be received by the Central Payroll Office prior to the beginning of the pay period for which the change is effective.

**Section 8:** Any participating employee may voluntarily revoke his/her allotment for union membership dues by submitting to the Central Payroll Office two copies of a completed and signed Standard Form No. 1188 or an appropriate written request. Standard Form No. 1188 can be obtained from the Human Resources Office. The effective date of such revocations will be not less than one year following initiation of the SF-1187. One copy of the Standard Form No.1188 or the written request will promptly be sent by the Central Payroll Office to the Union.

**Section 9:** The Union will promptly notify the Central Payroll Office in writing when a participating union member of the Union is expelled or ceases to be a member in good standing. If such notice is delivered

later than two working days prior to the close of the pay period the Union will accept the allotment for the former member and be responsible for any reimbursement due him or her.

**Section 10:** An allotment for a participating member will be automatically terminated upon his/her separation, permanent reassignment or removal from the unit for any reason. Such termination will be effective upon the date of exclusion from the unit except that the full amount of deduction will be withheld for the pay period during which the transaction takes place.

**Section 11:** The Central Payroll Office will remit the dues withheld bi-weekly to the designated official of the Union, together with a list of names of allottees, and the amounts withheld. The listing will also identify employees eliminated from the listing for any reason and those employees whose net pay was insufficient to permit deduction.

## **ARTICLE 13: USE OF OFFICIAL FACILITIES AND SERVICES**

### **Section 1, Space:**

1. The Employer agrees to provide meeting area space as designated by management at the District Office on a space available basis, for appropriate Union meetings and activities. Arrangements for space shall be made and cleared through Chief, Logistics Management Office or his/her designated representative. The Union shall be responsible for policing and restoring the assigned space to its original condition after each meeting.
2. Space will be made available to the Union for private and confidential meetings if such space is requested twenty four hours in advance of need. Space required in less time will be provided only on a space available basis.

**Section 2, Bulletin Boards:** The Employer will provide designated space (approximately 18" x 24") on existing official bulletin boards for posting Union information. All information shall be cleared through and approved by management prior to posting. The Union will be responsible for policing and maintaining the assigned space.

**Section 3, Copies of L&M Agreement:** The Employer agrees to furnish to Union 500 copies of the Agreement. The Union may distribute copies to the unit members. Distribution may be made to the employees at their work site. The distribution will not be made on official time. Copies of the L&M Agreement will be made available at new employee orientations.

**Section 4, Lists:** The Employer agrees to furnish to the Union at the beginning of each fiscal year a list of all employees in the unit, showing name, position title, grade, and official duty station.

**Section 5, Policy:** Upon Union request, the Employer agrees to make available to the Union one (1) copy of those publications, regulations, and directives determined to be pertinent to the Labor-Management Relations Program. Publications will be requested by title and/or number.

**Section 6, Internal Mail Service:** The internal mail service of the Employer will be only made available for communication with management or with members of the bargaining unit for representational duties. Approval of Management-Employee Assistance Branch will be required for using the internal mail service.

**Section 7, Copy Machines:** Copy machines will be made available for reproduction of material agreed to be of mutual and beneficial interest to both labor and management. Agreement must be obtained from a management official, on site, in each instance.

**Section 8, Telephone:** Union officials will be allowed use of the telephone, fax machine, FTS and DATS lines within Seattle District for conducting official union business while on official time.

**Section 9, Use of Government Owned or Leased Vehicles:** For the purposes of this Agreement:

1. Government owned or leased vehicles may be used for Union representation functions for which official time will be used provided:
  - a. A vehicle is available;

- b. The Union representative has made reasonable efforts to resolve the matter through the use of telephones, mail, etc., and,
  - c. A more economical and efficient method of transportation is not available.
- 2. Where a government owned or leased vehicle cannot be provided within a reasonable amount of time, use of a privately owned vehicle is authorized and mileage will be paid.

## **ARTICLE 14: NEW EMPLOYEES**

**Section 1, Orientation of New Employees:** All new employees shall be informed by the Employer that the Union is the exclusive representative of the employees in the bargaining unit.

1. A Union packet will be made available at the new employee orientations. The contents of the packet must be approved by Chief, Management-Employee Assistance Branch.
2. A representative of the Union shall be afforded two (2) minutes to speak at the District Office orientations for new employees.

**Section 2, New Employees:** The Employer agrees that each new employee officially reporting for duty will be provided with a current, personal copy of his/her position description.

## **ARTICLE 15: SAFETY AND HEALTH**

**Section 1, General:** The Employer shall institute an occupational safety and health program meeting the requirements of applicable laws and regulations. The Employer will advise the Union on proposed changes or recommendations relative to safety and health policies and/or standards.

**Section 2, Safety Committee:** The Union may submit a list of three to five names of bargaining unit employees working within the Seattle commuting area to the District Commander, who will appoint a single representative to the District Safety Committee. Said representative will be considered a full participating and active member. Lack of participation will result in cancellation of the appointment by the District Commander and reappointment of another individual using this procedure. The Safety Committee will assure that the following is performed:

1. All major accidents, as determined by the Committee Chairperson, are investigated in order to determine the cause thereof and recommend policies for future prevention.
2. Safety related training is approved by District Training Committee and coordinated by District Safety Officer. Implementation of training activities will be through Division, Branch, Section and Unit supervisors.

**Section 3, Safety Inspections:** There shall be an annual safety inspection of all areas occupied by employees by designated Safety personnel.

**Section 4, Health and Safety Policies:** The Employer will provide protection against recognized hazards identified by the District Safety Officer.

1. The Employer agrees to furnish protective eyewear in accordance with NPSOM 715-1-1.
2. The Employer will furnish protective footwear, as determined by the supervisor and District Safety Officer. This policy applies only to employees who have foot hazards in their line of work. The choice and purchase of footwear is controlled by regulation from higher authority.
3. The Employer and the Union expect employees to work safely and to discuss any observed unsafe or unhealthy conditions with the employee's immediate supervisor. The Union will support the Employer in implementing the District Safety Program. If an employee persists in violating safety standards, the Union will support the Employer in all attempts to resolve the problem.
4. When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health or safety, he or she should report the circumstances to the immediate supervisor. The supervisor shall inspect the work area to insure that it is safe before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by the supervisor, a ruling shall be obtained from the District Safety Officer. The supervisor shall grant the employee immediate relief from any unsafe or unhealthy circumstances, pending permanent resolution of the problem. If the condition is considered imminently dangerous

by the employee and the supervisor disagrees, a third party management official will be called in to make a judgment as to safety of the condition.

**Section 5, Job Incurred Injury or Illness:** Employees will report to their supervisor immediately all injuries or illnesses which occur on the job.

1. The injured employee's supervisor will, as soon as practicable, supply the employee copies of the appropriate Office of Worker's Compensation Program (OWCP) forms, and assist him/her in completion of the forms.
2. The Employer shall process and promptly forward to OWCP employee and employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.
3. Employee(s) who are temporarily unable to perform their regular assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, may at the discretion of the Employer be detailed to work assignments compatible with their physical condition if such work is available and consistent with the needs of the Employer, or their regular assigned duties may be temporarily tailored to the physical limitations.
4. When an employee is physically unable to perform his/her duties, suitable work cannot be found and the employee is unwilling to voluntarily report for a medical examination, the employee shall be informed that he/she is being directed to have a fitness-for-duty examination. If the employee elects to be examined by a qualified physician of his/her choice, the Employer shall have the option of requesting a second opinion by a qualified physician.
5. As required in Chapter XVII, Title 29, Department of Labor Rules and Regulations, on-the-job accident and job related illness records shall be maintained and reported.

**Section 6, Medical Surveillance Program:**

1. Employees working in jobs identified by the District Safety Officer as having exposure to hazardous conditions will be provided protective devices and subsequent medical surveillance. Employees are required to use the protective devices prescribed for the job and present themselves to the contract doctor for special exams pertinent to their hazardous work. The doctor will counsel the employee about the exposure and submit a feedback report to the Employer with recommendation(s) as to whether or not exposure to the hazardous condition(s) should continue.
2. Employees working in areas established by the District Safety Officer as being noise hazardous will be given periodic audiometric testing.

**Section 7, Occupational Health and Safety Training:** Although employees are basically qualified to perform their duties, the Employer recognizes the need for information regarding occupational health and safety. The Employer will establish information programs to ensure that all employees are informed of safe working habits and practices.

**Section 8, Safety Meetings:** At least one safety meeting shall be conducted monthly for field site personnel with all available employees and supervisors in attendance. A meeting report giving date, time, attendance, subjects discussed and who conducted it shall be maintained.

## **ARTICLE 16: DISCIPLINARY AND ADVERSE ACTIONS**

### **Section 1, General Application:**

1. Personnel actions based on non-performance, or a combination of performance and non-performance related factors, covered in this Article are those defined and described in 5 USC Chapter 75.
  - a. Subchapter 1, referred to hereafter as disciplinary actions which will include letters of reprimand and suspensions without pay for 14 days or less. Disciplinary actions may be grieved under the negotiated grievance procedures of this agreement.
  - b. Subchapter 2, referred to hereafter as adverse actions which include suspensions without pay for more than 14 days, reduction in grade or pay, removals and furloughs of 30 days or less. These actions have statutory appeal rights, or are grievable under the negotiated grievance procedures of this Agreement, but not both.
2. Disciplinary and adverse actions against unit employees will be based on just cause and be consistent with applicable laws and regulations. The broad objective of discipline is to instruct and motivate employees in the maintenance of reasonable conduct. To further this objective, disciplinary and adverse actions will generally be progressive in nature for the purpose of having a corrective effect.

### **Section 2, Informal Action:**

1. Prior to an official action being initiated for the reasons defined in Section 1.a. above (hereinafter referred to as "conduct"), an employee will generally be informed of his/her deficiencies by a management official, normally the immediate supervisor, and counseled as to what corrective/remedial action must be taken. Exception to this general practice of counseling would be an infraction or violation so serious or blatant, that management considers an immediate disciplinary/adverse action to be more constructive.
2. If, after several counseling sessions, it is the evaluation of the supervisor that the necessary improvement is not being made, the employee will be notified in writing of the following:
  - a. The specific aspects of conduct which are deficient or unacceptable.
  - b. Advice and guidance as to what must be done to correct the unacceptable conduct.
  - c. A statement that a disciplinary or adverse action may be initiated if the desired improvement is not demonstrated by the end of the specified time frame. The specified time frame will be a duration of time extending 30 - 120 days from the date of the notice letter depending on regulatory requirements, or management's evaluation of the complexity of the deficiencies in question, as an opportunity for the employee to correct the unacceptable conduct.
  - d. An offer of assistance by the supervisor.

3. During the notice period, the employee's conduct will be closely monitored and counseling conducted more frequently. If the employee's conduct demonstrated during the notice period shows the desired improvement and reaches an acceptable standard, the proposed action will be held in abeyance and the employee informed in writing of the following:
  - a. That his/her overall conduct during the notice period meets the generally accepted workforce conduct, and
  - b. If acceptable conduct is maintained for one year from the date of the notice, the notice and all material upon which the action is based will be destroyed, or
  - c. Should there be recurrences of such infraction(s)/ violation(s) during the one year period, the action will be reinitiated.
4. If the employee's conduct continues to be unsatisfactory at the end of the notice period, an official proposal of an appropriate disciplinary or adverse action will be given the employee within ten (10) days.

### **Section 3, Formal Actions-Adverse Actions:**

1. **Notice of Proposed Adverse Action:** An employee, whose suspension for more than 14 days, reduction-in-grade or pay, removal, or furlough of 30 days or less is officially proposed, is entitled to:
  - a. Thirty (30) days advance written notice of the proposed action which identifies specific examples of unacceptable conduct which occurred in the one year period prior to the date of the letter on which the proposed action is based; and
  - b. A personal representative selected in accordance with applicable regulations and designated in writing.
  - c. Not less than ten (10) days to reply either orally, and/or in writing.
  - d. A written decision as soon as possible, but not later than 30 days after the notice period expires.
2. **Notice of Final Decision:** A final decision on the proposed adverse action will be made within thirty (30) days after the expiration date of the proposed notice. This decision will:
  - a. be in writing and made, or concurred in, by a higher ranking management official than the one proposing the action;
  - b. specify the instances of unacceptable conduct on which the action is based. Only those examples of unsatisfactory conduct specified in the proposal notice will be used to Support the final decision;
  - c. recognize any improvement in the employee's conduct during the notice period which will, along with the employee's response if any, be taken into account in arriving at the final decision;

- d. the decision will notify the employee of the final disposition of the proposed action of either (a) withdrawing or cancelling the action and stating the reasons therefor, or (b) proceeding with the action as proposed with the final decision implementing the proposed action on a specified effective date;
- e. advise the employee of the right to appeal the action through the negotiated grievance procedures of this Agreement, or the Merit Systems Protection Board, but not both; and
- f. be delivered to the employee not later than five (5) days before the effective date of the personnel action.

**Section 4, Formal Actions-Disciplinary Actions:** Employee(s) against whom a suspension of 14 days or less is proposed is entitled to:

- 1. an advanced written notice stating the specific reasons for the proposed action;
- 2. a reasonable time not to exceed ten (10) days to reply orally and/or in writing and to furnish affidavits and other documentary evidence in support of this reply;
- 3. have a personal representative selected in accordance with applicable regulations and designated in writing;
- 4. a written decision and the specific reasons therefor will be given the employee within thirty (30) days of reply or specified response date;
- 5. grieve the decision under the negotiated grievance procedures of this Agreement.

**Section 5, Availability of Employee Assistance Program:** If a supervisor believes or an employee acknowledges that alcohol or drug abuse may be/is a factor in his/her unacceptable conduct, the employee will be encouraged to seek the assistance of the Employee Assistance Program (discussed in Article 23). Any adverse action being taken will be held in abeyance until the employee has had an opportunity to enroll, for the initial time only, and demonstrate progress in a recognized rehabilitation program for a period not to exceed ninety (90) days, in accordance with applicable regulations. Failure to enroll, or to make satisfactory progress in a rehabilitation program may result in the initiation or continuation of an adverse action based entirely on identified performance deficiencies.

**Section 6, Time Extension:** Employees against whom a personnel action is proposed under this Article may be granted an extension of time to reply up to ten (10) days when requested for bona fide reasons.

**Section 7, Copies of Correspondence:** If the employee elects to be represented by the Union, copies of all correspondence concerning disciplinary or adverse actions addressed to the employee will be furnished to the Union upon the written request of the employee.

# **ARTICLE 17: ACTIONS BASED ON UNACCEPTABLE PERFORMANCE**

## **Section 1, General Procedure:**

1. In accordance with the appraisal system required by 5 USC 4302, an employee may be reassigned, reduced in grade or removed for unacceptable performance under 5 USC4303.
2. 5 USC 5335 requires that only those employees whose performance is at an acceptable level of competence will receive a within grade increase in pay. Performance at less than the fully successful level is considered less than an acceptable level of competence and may be the basis for denying a within grade increase.

## **Section 2, Informal Action:**

1. Prior to an official action being initiated, an employee with unacceptable performance will be informed of his/her deficiencies by a management official, normally the immediate supervisor.
2. The supervisor will discuss with the employee the specific deficiencies in reference to the written performance standards (DA Form 5397) and counsel the individual as to what corrective action must be taken to bring the performance up to an acceptable level.
3. If after several counseling sessions, it is the evaluation of the supervisor that the necessary improvement is not being made, the employee will be notified in writing of the following:
  - a. The specific aspects of performance which are deficient in terms of the written performance standards (DA Form 5397);
  - b. advice and guidance as to what must be done to meet the written standards of performance;
  - c. a statement that (as applicable) (a) an adverse action may be initiated if the desired improvement is not demonstrated by the end of the specified time frame; (b) the within grade increase will be postponed until completion of the notice period, which will not be less than thirty (30) days to allow the employee an opportunity to bring his/her performance up to an acceptable level.
  - d. An offer of assistance by the supervisor.
4. The specified time frame will be a duration of time extending 30 - 120 days from the date of the notice letter, depending on regulatory requirements or management's evaluation of the complexity of the performance deficiencies in question, as an opportunity for the employee to bring his/her performance up to an acceptable level.
5. During the notice period, the employee's performance will be closely monitored and performance counseling conducted more frequently. If the performance demonstrated during the notice period shows the desired improvement and reaches an acceptable level, the proposed action will be held in abeyance and the employee informed in writing of the following:

- a. That their overall performance during the notice period was at an acceptable level, and
  - b. If an acceptable level of performance is maintained for one year from the date of the notice, the notice and all material upon which the action is based will be destroyed, or
  - c. Should the employee's performance again deteriorate to an unacceptable level during the one-year period, the action will be reinitiated.
6. If the employee's performance continues to be unsatisfactory at the end of the notice period, an official proposal to demote or remove the employee will be made within ten (10) days. In the case of a 5 USC 5335 action, the employee will be informed of the decision to withhold the within grade increase, and advise him/her of the right to grieve this decision through the negotiated grievance procedure.

### **Section 3, Formal Actions:**

1. **Notice of Proposed Adverse Action:** An employee, whose reduction-in-grade or removal is officially proposed, is entitled to:
  - a. Thirty (30) days advance written notice of the proposed action which identifies:
    - i. specific examples of unacceptable performance which occurred in the one year period prior to the date of the proposal letter on which the proposed action is based; and
    - ii. the critical elements of the employee's position for which performance is considered unsatisfactory.
  - b. A personal representative selected in accordance with applicable regulations and designated in writing.
  - c. Not less than ten (10) days to reply either orally, and/or in writing.
  - d. A written decision as soon as possible, but not later than thirty (30) days, after the notice period expires.
2. **Notice of Final Decision:** A final decision on the proposed adverse action will be made within thirty (30) days after the expiration date of the proposed notice. This decision will:
  - a. be in writing and made, or concurred in, by a higher ranking management official than the one proposing the action;
  - b. specify the instances of Unacceptable performance on which the action is based. Only those examples of unsatisfactory performance specified in the proposal notice will be used to support the final decision;
  - c. recognize any improvement in the employee's performance during the notice period which will, along with the employee's response if any, be taken into account in arriving at the final decision;

- d. the decision will notify the employee of the final disposition of the proposed action of either (a) withdrawing or cancelling the action and stating the reasons therefor, or (b) proceeding with the action as proposed with the final decision implementing the proposed action on a specified effective date;
- e. advise the employee of the right to appeal the action through the negotiated grievance procedures of this Agreement, or the Merit Systems Protection Board, but not both; and
- f. be delivered to the employee not later than five (5) days before the effective date of the personnel action.

**Section 4, Availability of Employee Assistance Program:** If a supervisor believes or an employee acknowledges that alcohol or drug abuse may be/is a factor in his/her unacceptable performance, the employee will be encouraged to seek the assistance of the Employee Assistance Program (discussed in Article 23). Any adverse action being taken will be held in abeyance until the employee has had an opportunity to enroll, for the initial time only, and demonstrate progress in a recognized rehabilitation program for a period not to exceed ninety (90) days, in accordance with applicable regulations. Failure to enroll, or to make satisfactory progress in a rehabilitation program may result in the initiation or continuation of an adverse action based entirely on identified performance deficiencies.

## **ARTICLE 18: POSITION DESCRIPTIONS**

**Section 1, Intent:** Each employee is entitled to a complete and accurate position description, which will be reviewed at the time of the employee's annual performance evaluation. The statement "performs other duties as assigned" in a job description means that the assignment of duties to employees is not limited by the content of the job description. While the assignment of "other duties as assigned" to employees which is inappropriate to their qualifications should be avoided, the right to assign such work shall be reserved to the Employer in accordance with existing law. In assigning such duties, the Employer will consider the ability of the employee to perform the assigned duties in a safe and healthy manner.

**Section 2, Position Description Changes:** The Union will be afforded fifteen (15) days after notification to submit comments and request bargaining of the impact of a substantial change which affects working conditions by a Position Description revision of all positions within a series group within the bargaining unit.

**Section 3, Request for Audit:** An employee who believes that his/her position is inaccurately described may request through his/her immediate supervisor that a job audit be conducted. If the supervisor concurs with the employee's contention, the supervisor will request an audit of that position. Should the supervisor not concur, the employee may request in writing that the District Commander review the case for merit. Decisions on the part of the Commander are final.

**Section 4, Agency Complaints and Appeals:** An employee may appeal the pay category, title, series, or grade of his/her current position as follows:

1. A General Schedule (GS) employee may appeal to the Office of the Chief, Corps of Engineers, or the regional Office of Personnel Management (OPM).
2. A Federal Wage System (FWS) employee must file a position classification appeal within the Corps of Engineers. On receipt of a decision, the appeal may be continued to OPM. An FWS employee may file direct with OPM when he/she believes the position should be Under the General Schedule.
3. A GS employee or an FWS employee covered by FPM Chapter 752, Sub-chapter 3, may appeal to the Merit System Protection Board (MSPB) when he/she is being reduced in grade and not eligible for pay retention. Appeals to the MSPB must be filed within twenty (20) days of the effective date of the personnel action so the employee can benefit from a retroactive application of a favorable decision.

## **ARTICLE 19: INCENTIVE AWARDS**

**Section 1:** The Employer agrees that, at the Union's option, the bargaining unit shall have one (1) representative from the local Seattle commuting area on the Incentive Awards Committee. Said representative will participate in deliberations and discussions of the Committee and will be considered a fully participating and active member.

**Section 2:** The Union may submit a list of three to five names of bargaining unit employees working within the Seattle commuting area to the District Commander, who will appoint a single representative to the District Incentive Awards Committee.

**Section 3:** The representative shall be required to serve as a fully participating member. Lack of participation will result in cancellation of the appointment by the District Commander and reappointment of another individual using the above procedure.

**Section 4:** The District Commander may use an alternate bargaining unit representative from the candidate list in accordance with AR 672-20, Subparagraph C, Use of Alternate Members.

## **ARTICLE 20: PERFORMANCE APPRAISALS**

**Section 1:** Employees will be encouraged to participate in the development and/or changes to written performance standards for their respective positions, including the major job elements, both critical and non-critical, and the Standards of Performance required to be rated fully successful. Employees will be informed, and receive a copy of their written performance standards, at least one hundred twenty (120) days prior to being rated against that standard.

**Section 2:** Written standards will be utilized in performance related discussions, official appraisals, or in taking performance related adverse action. Appraisals and evaluations will be based on a continuing process of observation of performance related feedback and results achieved. Appraisals will be based on a thorough knowledge of an employee's performance and of the conditions under which the employee's work is performed. The minimum rating period for an official appraisal is one hundred twenty (120) days. Informal discussions between a supervisor and an employee are a normal part of their daily relationship, and should be frequent enough to assure mutual understanding of changing job requirements, performance as related to requirements, and any problems the employee might be/is encountering in performing the work.

**Section 3:** In the interest of providing an objective basis for an appraisal, normally an employee should have been working under the rating official for one hundred twenty (120) days prior to being officially rated. It is recognized that a rater may have been in a position to have gained an understanding of the employee's performance upon which an appraisal could be based with less than one hundred twenty (120) days actual supervision. A rater/supervisor departing within one hundred twenty (120) days of the end of an official rating period, will give interim appraisals for all marginal/unsatisfactory employees prior to departure.

## **ARTICLE 21: MERIT SYSTEM – PROMOTION AND DETAIL**

**Section 1, General:** All competitive placement actions shall be consistent with the requirements of the merit system and the Civil Service Reform Act. The Employer will consider any candidate without discrimination for any non-merit reason.

**Section 2, Vacancies:** All vacancy announcements for bargaining unit positions will be posted on designated bulletin boards listing employment opportunities throughout the District.

1. Vacancy announcements will be identified as to grade and title. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be reannounced if it does become permanent.
2. Qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be relevant to such positions.
3. NPD Merit Promotion Policy will apply to all placement actions.

**Section 3, Supervisors Appraisal:** Personnel providing supervisory appraisals for placement should have supervised the employee for at least one hundred twenty (120) days. Appraisals from prior supervisor should be obtained where possible and reasonable.

**Section 4, Selections:** The selecting official should normally select a candidate from a list of best qualified candidates. Any candidate may be selected; the selecting official should provide reasons for selection. Selecting official may request additional recruitment effort, i.e., expanding the area of consideration, if referral contains less than five best qualified candidates.

**Section 5, Non-selected Employees:** Employees will be notified of non-selection by receipt of NPD Form 69 from the Human Resources Office.

**Section 6, Targeted Promotions:** Promotion of employees to advertised intermediate and targeted positions will be made after documented performance and eligibility indicates that the employee has demonstrated that they are performing the higher grade duties successfully.

**Section 7, Repromotion:** Consideration for repromotion will be extended to employees who were previously demoted within Seattle District without personal cause and not at their own request.

### **Section 8, Details and Temporary Promotions:**

1. Temporary assignments for less than thirty (30) days to a higher graded position will be made by detail.
2. If the temporary need is to last more than thirty (30) days, a temporary promotion will be effected in accordance with applicable regulations and procedures. The selectee:
  - a. Must meet minimum OPM qualification standards for the position; and,
  - b. Will be required to fully assume the duties and responsibilities of the highergraded position.

3. Details of more than one hundred twenty (120) days to higher graded positions or positions with known potential, and temporary promotions of more than one hundred twenty (120) days will be accomplished under competitive procedures.

## **ARTICLE 22: EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1, Policy:** Neither the Employer nor the Union shall unlawfully in any way discriminate for or against an individual because of race, color, religion, sex, national origin, age, marital status, lawful political affiliations, handicap condition, union affiliation, or other non-merit factors. Equal Employment Opportunity policy shall be based solely on merit and fitness and shall be consistent with applicable laws and regulations.

**Section 2, Selection of Membership on the Equal Employment Opportunity/Human Resource Management Committee:** A committee shall be established to provide guidance and advise the District Commander and the Equal Employment Opportunity Officer on matters relating to Equal Employment Opportunities/Human Resource Management. The Union may have one bargaining unit employee on the Committee. The Union may submit a list of three to five names of bargaining unit employees working within the Seattle commuting area to the District Commander, who will appoint a single representative to this committee. This representative shall be required to serve as a fully participating member. Lack of participation will result in cancellation of the appointment by the District Commander and reappointment of another individual using the above procedure.

**Section 3, Appointment to District Committees:** Appointment to District committees that deal directly with matters regarding conditions of employment will be made without regard to any of the non-merit factors as stated in Section 1. The Union shall not appoint/select the same individual to serve on more than one committee.

## **ARTICLE 23: EMPLOYEE ASSISTANCE PROGRAM**

**Section 1, General:** The Employer agrees to establish an Employee Assistance Program in accordance with applicable regulations and subject to availability of funds. The objective of this program will be to assist employees with problems (medical/behavioral) which impact upon work performance and to refer the employee to his/her personal physician, treatment service or established community resources facilities as available, for treatment and rehabilitative care. The Employee Assistance Program will not be intended to provide treatment or continued counseling, nor is it intended to replace the day-to-day counseling responsibility of managers and supervisors.

## **ARTICLE 24: TRAINING**

**Section 1, General Procedures:** It is the employee's responsibility to maintain proficiency in connection with assigned duties, as stated in the job description. The assigned training and development activities for employees are the responsibilities of the Employer. When a need is determined by management, training may involve cross training, directed reading, correspondence coursework, on-the-job training, formal classroom training, and resident and non-resident courses available in Government and non-Government activities. Training recommendations, including attendance at Government expense, will be based on requirements identified in the Individual Development Plans (IDP) when developing the annual training plan, or as otherwise identified by management as a work requirement need. The Employer agrees to consider the views and needs presented by the employee.

**Section 2:** The Employer shall maintain a Training Committee in accordance with policy and regulation. The purpose of the Committee will be to assist in planning, coordinating and evaluating training, a point of guidance for the Training Officer.

**Section 3, Scheduling:** When practicable, the Employer will schedule during working hours, work related training courses, seminars, conferences and meetings that are under its control so as to allow employees to attend them and gain information, education and training. Management will determine, with input from the employee, which training is job-related and required. This does not preclude employees from pursuing training on their own time and expense in the pursuit of career goals.

**Section 4, Records:** The Employer agrees to transmit records of training accomplishments for inclusion in the employee's official records. This does not relieve the employee of the individual's responsibility to keep his/her personnel records current and complete to fully reflect total employment experience, training and education. The Union agrees to encourage employees to review their personnel folders to assure that training is accurately recorded.

**Section 5, Expenses:** The Employer agrees to extend reasonable consideration to the reimbursement of expenses incurred by an employee in attendance at work-related courses on his/her own time. An employee desiring to enroll in a non-Government facility shall submit a memorandum or DD-1556 via the supervisor, to the Training Officer, at least thirty (30) days prior to the registration for approval. Partial or full reimbursement, if approved, shall be in accordance with existing policies and regulations.

## **ARTICLE 25: LABOR MANAGEMENT RELATIONS TRAINING**

**Section 1:** The Employer agrees to grant administrative leave to District employees who are officially designated Stewards or elected/appointed Union officials, workload permitting, to attend Union-sponsored training which management and the Union agree are of mutual concern and benefit, designed to advise representatives on matters relating to their representational duties within the scope of the Federal Service Labor-Management Relations Program Statute.

**Section 2:** The Employer will not pay course fees or any other incidental costs to this training. Requests for training under this Article must be submitted in writing, through the immediate supervisor, to the Chief, Management-Employee Assistance Branch, Human Resources Office for determination thirty (30) days prior to the designated training date. The request will contain pertinent information regarding the duration, purpose, nature of the training, plus a justification of mutual concern and benefit.

**Section 3:** No one employee may receive more than forty (40) hours every twenty four (24) months and the total hours allocated to the Union may not exceed one hundred six (106) hours per calendar year. Travel and per diem is included in allowed official time.

## **ARTICLE 26: ALTERNATIVE WORK SCHEDULES**

**Section 1, Alternative Work Schedules—General:** AWS is a program consisting of both flexible and compressed work schedules. Under both programs, full-time employees are responsible for completing a basic work requirement of 80 hours during a biweekly pay period. Completion of the work requirement may consist of work or a combination of work, credit hours, and approved leave.

1. **Flexitime Work Schedules (Flexitour Option):** A flexible 8-hour duty schedule under which, within limits consistent with the duties and requirements of the position(s), employees may choose their time of arrival to the work site, must be present during "core time", and may extend the length of the day to accumulate "credit hours" to shorten a subsequent workday or workweek. This option requires supervisory approval. NPS Form 142 (Sign In/Out Sheet) may be utilized at the option of the supervisor for internal control purposes.
  - a. Participating employees will be required to preselect a tour of duty with the coordination and agreement of their supervisor. These tours of duty will begin no earlier than 6:00 a.m. and end not later than 6:00 p.m. Full-time employees must be present during the "core periods" from 8:30 to 11:30 a.m. and from 1:00 to 3:00 p.m. Unscheduled sick and annual leave must be reported to the supervisor within the first hour of the first core period, which is no later than 9:30 a.m.
  - b. Tours of duty may be changed upon agreement between the employee and supervisor. At the request of an employee, normally one day in advance, the supervisor may approve an occasional adjusted arrival/departure time, on a single-day basis. It is recognized that unforeseen circumstances may at times prevent this one-day advance notice. If the Employer changes the tour of duty, the Employer shall give the employee at least ten (10) workdays notice prior to the first administrative workweek in which the change in tour occurs, except in emergencies or when necessary to accommodate changes in work schedules.
  - c. Participating employees must work the number of hours each day, exclusive of lunch breaks, for which he/she has been scheduled; i.e., 8 hours for full-time employees or a lesser scheduled number for part-time employees.
2. **Compressed Schedule (5-4/9 Option):** The bi-weekly basic work requirement which is scheduled for less than 10 workdays. This option also requires supervisory approval.
  - a. Participating employees may elect to participate in compressed work schedule by establishing a tour in advance of start of workweek limited to 9 hours a day within a bi-weekly pay period. In this schedule, an employee works 9 hours per day during 8 days of the biweekly pay period and 8 hours on a ninth day to complete the basic work requirement of 80 hours for the 2-week period.
  - b. All full-time employees must be present during the "core periods" from 8:30 to 11:30 a.m. and 1:00 to 3:00 p.m. Unscheduled sick and annual leave must be reported to the supervisor within the first hour of the first core period, which is no later than 9:30 a.m.

- c. Requirements for a tour of duty change or an occasionally adjusted arrival/departure time are listed in Section 1.a.(2) of this article.
- 3. **AWS Restrictions:** Participation may be restricted by the appropriate supervisor. In such cases, the supervisor may:
  - a. Restrict the employee's choice of arrival and departure times;
  - b. Restrict the use of credit hours (flexible work schedules only);
  - c. Exclude from the AWS any employee or group of employees. Such exclusions may include shift employees, drill and survey crews, floating plant crews, construction field office staff/crews, project maintenance crews (See Section 1.f. below) or any employee(s) specifically excluded from participation by their supervisor(s).
- 4. **Credit Hours – General:** Any employee who is covered by and currently working under a flexible work schedule only is eligible. Credit hours is any hour: (1) which is in excess of the basic daily work requirement and, (2) which the employee elects to work and which the supervisor approves so as to vary the length of a workday or workweek.
  - a. Credit hours option is available only to employees working under a Flexitour work schedule. Credit hours may be accumulated daily in 15-minute increments. Use of credit hours is restricted to that which has already been earned. Employees may not "borrow" credit hours. The use of credit hours is voluntary, at the discretion of the employee and requires prior supervisory approval. Use of annual or sick leave may not be denied to force the use of credit hours.
  - b. A full-time employee on Flexitour schedule may carryover no more than 24 credit hours from one pay period to another. No more than 20 credit hours may be earned in any one pay period. There is no limit to the daily credit hour accumulation. A part-time employee may carryover no more than one-fourth of the hours in such employee's biweekly basic work requirement. Employees may not earn credit hours while they are in a travel or training status. Field crews who perform travel in a pay status may earn credit hours.
  - c. Employees who earn credit hours while working for Seattle District must use the credit hours while still employed by Seattle District. Any credit hours to the employee's credit at termination of employment will be forfeited.
  - d. ENG Form 4704, Alternative Work Schedule Time Record, will be used to record credit hour earnings and usage. This form need only be completed for those days when credit hours are used or earned. The completed form will be submitted through the supervisor to the timekeeper at the completion of each bi-weekly pay period.
- 5. **Arrival and Departure Times:** Employees may begin their workdays as early as 6:00 a.m. but not later than 8:30 a.m. and may work until 6:00 p.m. (unless working overtime which may extend beyond 6:00 p.m. as ordered). If the employee is ordered to perform overtime work, the departure time will be set by the supervisor based on the amount of overtime needed to accomplish the mission. Once an employee arrives at work, the employee is not free to leave

and come back to work during that particular work shift with the exception of the lunch period unless the time is charged to leave or credit hours and is approved by the supervisor.

6. **Crew Participation:** Where an individual is part of a crew ("crew" is defined as a group of interdependent workers, e.g. a drill and survey crew, project maintenance crew, floating plant), an alternative work schedule may be established, but all crew members must work the same schedule. Establishment of a crew schedule will be a matter of consultation between the crew and its supervisor. The schedule will remain in effect until either the crew requests a change in the schedule or the Employer finds it necessary for work-related reasons to change the schedule. The Employer shall give the employees at least ten (10) workdays notice prior to the first administrative workweek in which the change in tour is necessitated for work-related reasons, except in emergencies or when necessary to accommodate changes in work schedules. Lunch and break periods will be common to the entire crew. The supervisor may approve a single day adjustment to an employee's work schedule with at least one day advance request notification.

**Section 2, Lunch Periods:** Lunch periods, during which the employee is entirely free of duty from the job, may not be considered duty time and must be scheduled outside the hours established for the daily tour of duty. When three 8-hour shifts are in operation, however, and an overlapping of shifts to permit time off for lunch is not possible, a lunch period of 20 minutes or less may be counted as time worked for which compensation is allowed. When the on-the-job lunch period is in effect, employees must spend the time in close proximity to their work so that the employees are paid for the lunch period.

**Section 3, Overtime/Compensatory Time:** This AWS program in no way affects the entitlements of employees to overtime compensation or compensatory time for work officially ordered and approved by management as defined in Title 5 or in the FLSA.

**Section 4, Temporary Duty:** While on temporary duty (TDY), an employee on a flexible schedule must account for his/her daily basic work requirement. For example: If an employee is on a 9-hour day (5-4/9) schedule and the temporary work site is on a 4-day schedule or another AWS in which it is possible to work 10 hours in a day, the employee may remain on his or her regular schedule. If the employee is on a 5-4/9 schedule but the schedule at the temporary work site is such that 9-hour days are not possible (i.e. traditional 5-day, 8-hour per day schedule), the employee will follow the work schedule used at the temporary work site.

#### **Section 5, Annual and Sick Leave:**

1. **Scheduling:** The AWS Program does not affect an employee's right to request annual or sick leave during either core time or flexible time. AWS merely provides the employee with the option to better control the use of sick and annual leave. Further, the introduction of AWS does not change the supervisor's authority and responsibility to approve the scheduling of leave. AWS offers substantial opportunity for employees to use their increased flexibility, instead of small amounts of leave, and it is anticipated that many employees will accumulate larger amounts of leave to use on a planned basis. It, therefore, becomes even more important that supervisors and employees effectively plan a mutually agreeable annual leave schedule early in the year to ensure that no employee forfeits annual leave at the end of the leave year.

2. **Use:** Employees on a Flexitour work schedule will not be permitted to charge leave at the beginning or end of the daily work schedule in order to earn credit hours. For example, an employee scheduled to work 6:30 a.m. to 5:00 p.m. with 30 minutes for lunch would earn 2 credit hours. However, if the employee does not arrive at work until 7:30 a.m., he/she cannot use an hour of annual or sick leave for the 6:30 to 7:30 a.m. period and still earn 2 credit hours. The employee's schedule would automatically become 7:30 a.m. to 5:00 p.m. and only 1 credit hour will be earned. By the same token, if that employee arrives at 6:30 a.m. and departs at 4:00 p.m. for whatever reason, he/she cannot use 1 hour of annual or sick leave and earn 2 credit hours. The schedule will become 6:30 a.m. to 4:00 p.m. and 1 credit hour will be earned. If the employee arrives at 6:30 a.m. and departs at 2:00 p.m., he/she cannot use 3 hours of annual or sick leave and earn 2 credit hours. The schedule will become 6:30 a.m. to 3:00 p.m. to cover a basic 8-hour workday and 1 hour of annual or sick leave or a previously earned credit hour will be used with no credit hours earned. This principle extends to all similar situations. If it becomes necessary to be absent during the basic 8-hour workday, the employee has the option of using leave or accumulated credit hours.
3. Employees on a compressed work schedule will be charged for the number of hours he/she is scheduled to work on that day. For example, an employee working a 9 hour day who takes that day off on leave will be charged for 9 hours leave.

#### **Section 6, Holiday Absence:**

1. **Employees on Flexitour Schedule:** A full-time employee on flexible work schedule who is relieved from working on a holiday is entitled to 8 hours basic pay for that day. A part-time employee is entitled to basic pay for the number of hours scheduled to be worked on that day, not to exceed 8 hours.
2. **Employees on a Compressed Work Schedule:** A full-time employee or a part-time employee on a compressed schedule who is relieved from working on a holiday is entitled to basic pay for the number of hours scheduled to be worked that day. When the holiday falls on the employee's "day off", the "day off" will be changed for that pay period only and the following rules will apply: When the holiday falls on a Friday, the preceding workday is designated as the employee's "day off" in lieu of the holiday. When the holiday falls on a Monday, the next workday will be designated as the employee's "day off" in lieu of the holiday. In all cases, the employee must work the same number of hours that non-compressed work schedule employees work during the same pay period or take annual leave.

**Section 7, Excused Absences:** An excused absence must be administratively authorized. Such absence will not be charged to leave or cause a loss of pay. Absences from duty in connection with the activities outlined in subparagraphs a. through l. of this section are considered duty time. Supervisors who have been delegated authority to approve leave can excuse their employees without charge to leave or loss of pay to the extent indicated in each case.

1. **Blood Donation:** Employees will be allowed a maximum of 4 hours administrative leave for the purposes of traveling, giving and recouping from blood donation.

2. **Injury While on Duty:** An employee injured in the performance of his/her duties will be considered in a duty status and will receive pay, without charge to leave, for the time required to obtain emergency treatment to the extent that the time falls within his/her prescribed hours of work for that day.
3. **Medical Exams and Illness Caused by Required Vaccination or Immunizations:**
  - a. When directed by appropriate authorities, time spent for medical and x-ray examinations to determine an employee's physical fitness for duty will be considered duty time.
  - b. Time spent in reporting for and undergoing a physical exam to determine employee's eligibility for enlistment or induction into the Armed Forces will be excused without charge to leave or loss of pay provided the request for absence is supported by official notification from the appropriate military authority. In the event the absence extends beyond 1 workday, the employee will be required to submit a statement from the induction station showing the necessity for the additional absence. If through choice on the part of the employee he/she is ordered to report to other than the nearest induction station and as a result he/she is away from duty longer than 1 day, the absence in excess of 1 day will be charged to annual leave or leave without pay. Medical examinations for training duty, or to determine eligibility for retention in a Reserve component are to be charged to sick leave, except where the reservist is ordered to active duty for this purpose. In the latter case, the medical examination is charged to military leave or annual leave, as appropriate. Medical and dental exams taken at the option of the employee and the medical exam directed by Armed Services in connection with periodic physical exams of the retired military personnel serving as civilian employees are chargeable to sick leave.
  - c. When an employee is absent because of illness from administratively required vaccinations or immunizations, the absence will be considered an excused absence without charge to leave or loss of pay provided the medical officer administering the vaccinations or immunizations certifies to the necessity for the absence.
4. **Utilizing Services of Human Resources Office:** Absence from official duty during which an employee is utilizing the services of the Human Resources Office will be excused without charge to leave or loss of pay.
5. **Absences for Relocation Purposes:** An employee may be excused for a reasonable amount of time to make personal arrangements and to transact personal business directly related to a permanent change of station, which is in the interest of the U.S. Government, provided that such business or arrangements cannot be transacted outside the employee's regular working hours. This includes such things as making arrangements for the packing and unpacking of household goods and obtaining driver's license, auto tags and passports.
6. **Adverse Actions, Grievances, Appeals, and Discrimination Complaints:** If otherwise in an active duty status, Department of the Army employees may use reasonable amounts of official time under the following circumstances:

- a. to prepare a written reply or make oral reply to a notice of proposed adverse action; and,
  - b. to prepare a grievance, appeal, or discrimination complaint, or present them at a hearing.
  - c. to assist, as a representative, in the preparation of a grievance or appeal of discrimination or to assist in the presentation of them at a hearing.
  - d. to participate as a witness in a grievance, appeal, or discrimination complaint hearing. When a night-shift employee participates in a day-time hearing, any hour in a duty status which exceeds 8 hours per day or 40 hours per week constitutes overtime work for which overtime rates (or when otherwise appropriate, compensatory time in lieu thereof) are payable. In any case, when a night-shift employee so elects, arrangements may be made to substitute his day-time attendance for his night shift hours. Such action must be at the request of the employee.
7. **Brief Periods of Absence and Tardiness:** In ordinary circumstances, tardiness and unavoidable necessary absences from duty of less than 1 hour are either excused for adequate reasons or handled administratively by requiring additional work. Such absences also may be charged against any compensatory time the employee may have to his/her credit as a result of irregular overtime worked previously. When employees are chronically tardy or otherwise absent from duty without adequate excuse, such absences and tardiness may be charged to annual leave, leave without pay, or absence without leave, or may become the basis for disciplinary action. In the event a charge is made against the annual leave, it must be in quarter-hour increments. The employee may not be required to work during the additional period covered by the charge against his/her annual leave or leave without pay.
8. **Emergency Rescue or Protective Work:** All Classification Act employees and those hourly employees whose appointments are not limited to 90 days or less or who have been continuously employed for 90 days under one or more appointments, may be excused, not to exceed 5 working days, when they are called to participate in Civil Air Patrol searches or other types of emergency rescue or protective work.
9. **Conventions and Conferences:** Employees may be excused to attend conventions or conferences without loss of pay or charge to leave whenever it is determined that such attendance will serve the best interests of the Government. Affirmative determinations should be reserved to those situations where the employee is designated as an official representative or where a direct relationship between items on the agenda and the employee's official duty assignments make it necessary or desirable that he/she attend.
10. **Technical, Scientific, Professional, and Other Organizations:** It is the policy of the Department of the Army that employees be afforded the time and opportunity to attend and participate in meetings of Technical, Scientific, Professional, and other private organizations. NPSOM 55-1-2 sets forth the requirements and conditions to be met for attendance at Government expense at such meetings. When attendance is not authorized at Government expense, personnel may be excused to attend such meetings without loss of pay or charge to leave. When circumstances do not warrant attendance at Government expense or absence without charge to leave, consideration may be given to authorizing leave.

11. **Voting and Registration:** Where the polls are not open at least 3 hours either before or after employee's hours of work, he/she may be granted an amount of excused leave which will permit reporting for work 3 hours after polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off. For employees who vote in jurisdictions which require registration in person, time off to register may be granted on substantially the same basis as for voting except that no such time will be granted if registration can be accomplished on a non-workday and the place of registration is within a reasonable 1-day roundtrip distance of the employee's place of residence.
  
12. **Military Funerals:** Excused absence for military funerals is limited to funeral ceremonies for members of the Armed Forces whose remains are returned to the United States from abroad for final internment in the United States. The statute does not apply to honorary pallbearers.

**Section 8, Rest Breaks:** Each employee is authorized one 15 minute rest break for each four (4) hours of continuous work. Additionally, one 15 minute rest break is authorized within each four (4) hour period of overtime worked. Except for rotating shift workers, employees shall be allowed to take the rest break away from their immediate work site.

## **ARTICLE 27: OVERTIME**

**Section 1, Employee Assignment and Distribution of Scheduled Overtime:** The assignment of scheduled overtime work is the function of management. While scheduled overtime assignments will normally be distributed among qualified employees, management reserves the right to determine when and by whom scheduled overtime will be performed. Normally, management will first give consideration to the employees who are currently assigned to a job, and a second consideration to those employees having special skills required by the overtime assignment. It is understood that the assignment of scheduled overtime is in accordance with management's needs and not as a reward or penalty.

**Section 2, Emergency Overtime:** The assignment of overtime work in an emergency situation is a function of management who will determine the extent of immediate emergency repairs and if qualified employees need to be called to perform the emergency repairs. The decision to call will be based on the need to facilitate the operational mission in a timely manner.

**Section 3, Compensation:** Compensation for overtime will be administered in accordance with applicable statutes and regulations. Overtime will be paid in increments of fifteen (15) minutes.

**Section 4, Call Back:** For work outside of a regular shift and which is not covered as a continuation of a shift, an employee shall receive a minimum of two (2) hours at the applicable overtime rate even though the actual work is less than two (2) hours. The employee will be required to report for duty when called.

**Section 5, Working through Lunch:** When an employee is required to work through his/her normal lunch period, the Employer will be required to allow an alternate lunch period.

## **ARTICLE 28: CONTRACTING OUT OF WORK**

**Section 1, Policy:** It shall be the policy of the Employer to make known to the Union those functions approved for cost comparisons. The parties to this Agreement recognize that the Employer is governed by those Government-wide, Agency and Army regulations regarding cost comparisons and that the basic rights and responsibilities of both parties are contained in those regulations.

**Section 2, Personnel Affected by Cost Comparisons:** The Employer agrees to take all reasonable actions to minimize the impact on employees when a cost comparison demonstrates that contract work is more economical. Affected employees will be reassigned and/or retrained to the maximum extent practicable. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires.

**Section 3, Reopening Provision:** In the event higher authority requests future commercial activity (CA) studies within the Seattle District, the parties shall reopen Article 28 of this agreement for further negotiation.

## **ARTICLE 29: REDUCTION-IN-FORCE (RIF) AND OUTPLACEMENT**

**Section 1, Policy:** The Office of Personnel Management regulations, as supplemented by Department of the Army, OCE, and NPD issuances, will be utilized by management when RIF is necessary.

**Section 2, Notification:** Through careful planning, management should seek to avoid reduction-in-force (RIF) actions. If and when it is determined by the Employer that a RIF is necessary and will likely include unit members, the Union will be advised of reasons for the RIF including the approximate number of positions that may be abolished, the competitive levels that may be involved and the anticipated date of the action(s).

**Section 3, Employer Obligations:** The Employer recognizes its responsibility to minimize the adverse impact on employees affected by RIF or transfer of functions. Efforts will be made to secure continuing employment for affected employees prior to separation. Efforts will include:

1. Restructuring vacant positions, consistent with management need, so as to enable adversely affected employees to fill positions.
2. Where it can be determined that an employee being separated fails to meet the qualifications for a vacant position, but can obtain the skills and abilities to perform the duties of that position in a satisfactory manner within a ninety (90) day period, the employee may be placed in the position.
3. Implement an out placement effort to assist affected employees in securing continued employment in the Federal service.
4. The Union and the Employer will singularly and jointly encourage the employee to update his/her Official Personnel Folder.

## **ARTICLE 30: LEAVE**

**Section 1, Annual Leave:** Annual leave shall be earned in accordance with appropriate statutes and regulations. The agency shall afford the opportunity to each employee with sufficient leave, to schedule at least two weeks of vacation leave every year in order to allow the employee rest and recreation away from the worksite subject to workload requirements. Employees shall state in advance the desired times for their vacation leave. If several employees desire the same week for leave, leave for that week shall be granted to the employee with most seniority. However, this rule shall not allow the most senior employee to have the same week more than two years in succession if another employee wants that same week. Approval for annual leave scheduled in advance shall not be withdrawn by the Employer except in emergencies. For deaths in the family, or other emergencies, leave will be granted if possible.

**Section 2, Sick Leave:** Every full-time employee shall accrue sick leave in accordance with applicable regulation. Sick leave may be used for doctor, dentist, optician and other medical appointments, for illness of the employee, and for the care of a member of the immediate family afflicted with a contagious disease, or when, through exposure to a contagious disease, the presence of the employee at his/her post of duty would jeopardize fellow employees. A contagious disease is a disease ruled as subject to quarantine or requiring isolation or restriction of movement of the patient as required by medical/health authority. Employees shall be required to present a doctor's certificate in accordance with NPSOM 690-1-630 unless that employee has been placed on leave restriction. Prior to the employee being placed on leave restriction, the employee must be counseled by a management official, normally the immediate supervisor, at least once concerning leave abuse and must have shown no acceptable level of improvement in leave usage since the time of the counseling. Once an employee is on leave restriction, the restriction will be reviewed every three (3) months. If the employee's use of leave improves to acceptable levels, the leave restriction will be lifted.

1. Emergency sick leave must be requested of the appropriate supervisor as soon as possible (normally within the first hour of the first core period or the beginning of the tour of duty on the first workday of the absence).
2. In cases of serious illness or disability, sick leave may be advanced to employees for period up to thirty (30) days in accordance with applicable regulations.

**Section 3, Maternity Leave:** Employees who are pregnant will be allowed to work as long as their doctor feels it is wise, prior to delivery of the child. Maternity leave in the form of sick leave, annual leave and leave without pay will be granted upon request during delivery, confinement and for a period of no more than three (3) months after delivery so that the mother may make child care arrangements. Only absence which is due to incapacity, as certified by a physician, will be charged to sick leave. The employee shall be returned to her position if it still exists or placed in accordance with reduction-in-force procedures.

**Section 4, Military Leave:** Employees who are members of the National Guard or Reserves will be granted military leave each fiscal year to the extent provided in appropriate statutes and regulations, when called for active duty or training. If an employee is called on duty as a member of the National Guard or Reserves and has used all his/her military leave, he/she must be granted leave without pay upon request or may be granted annual leave if desired and available.

**Section 5, Administrative Leave or Excused Absence:** Administrative leave may be granted for blood donations, registration to vote and voting (when the activities cannot be accomplished during non-duty hours), and participation in conferences and conventions as approved by management. Administrative leave may also be granted when the installation shuts down due to instances such as snow storms in accordance with District policy. Employees determined by management, essential for operation and maintenance, will be required to report for or remain on duty.

**Section 6, Holidays:** Employees shall be granted holidays in accordance with Federal statutes, regulations and management requirements.

**Section 7, Leave-Without-Pay:** Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave-without-pay with management approval. Advanced sick leave or advanced annual leave in lieu of leave-without-pay will be considered on a case-by-case basis. Leave-without-pay shall be granted upon request to reservists and National Guard personnel for military training duties. Leave-without-pay may also be granted on an extended basis for approved education purposes, and while awaiting action on a retirement or OWCP claim.

**Section 8, Court Leave:** Employees who are called for jury duty will not be charged leave or lose compensation. Jury fees received for serving during the basic tour of duty will be turned over to the agency. The Employer will allow employees to fulfill their civic responsibility of jury duty. Employer requests to the court for release from jury duty will only be made when the employee(s) services are required to meet essential work schedules, or when public interests are better served by the employee(s) remaining on duty. The same rule shall apply for employees who must serve as witnesses in accordance with appropriate statutes and regulations.

**Section 9, Compensatory Time:** All employees not covered by the Fair Labor Standards Act and those covered by the Act whose entitlement under Title V is as great as the entitlement under the Act will be granted compensatory time off in lieu of overtime payments if the employee so requests. The employee must make such a request at the time the overtime is to be worked.

**Section 10, Leave Usage:** Leave usage shall be charged in increments of fifteen (15) minutes.

**Section 11, Tardiness:** Supervisors shall have the option to excuse infrequent absences and tardiness of less than one hour on the part of employees.

## **ARTICLE 31: TRAVEL PAY AND PER DIEM**

**Section 1, Pay While Traveling:** Pay while traveling and per diem will be paid in accordance with regulations in FPM Chapter 550 and Volume 2 of the Joint Travel Regulations, and Seattle District regulations governing travel pay and per diem.

**Section 2, Travel during Off-Duty Hours:** The Employer agrees, whenever reasonable, to schedule travel during regular duty hours.

**Section 3, Government-Furnished Subsistence and Quarters:** Employee may not be required to use Government quarters. However, if Government quarters are available and not used at the choice of the employee, the quarter's portion of the per diem or actual expenses allowances will not be paid. Exceptions to this policy are reflected in the Joint Federal Travel Regulations, paragraph C1055.

**Section 4, Transportation To and From Vessel:** When an employee is assigned to a floating vessel, the Employer will furnish transportation between the vessel and the assembly point. Personnel not permanently assigned to the vessel will be provided return transportation to the assembly point when such transportation does not interfere with the mission.

**Section 5, Reimbursement for Telephone Calls to Home While in Travel Status:** Brief station-to-station telephone calls will be interpreted to mean a telephone call normally no more than five (5) minutes long. Employees are entitled to make one such phone call per day provided they are in travel status overnight. Employees are entitled to make one five (5) minute phone call while in travel status for less than overnight if the calls are related to unforeseen delays in returning or emergency situations.

**Section 6, Travel Advances:** Under normal conditions, the Employer will plan trip assignments far enough in advance so that if the employee needs a travel advance, sufficient time will be available to request and receive the advance to use on the assigned trip. Any time an employee at either Chief Joseph, Albani Falls or Libby Projects is not notified of travel in time to receive an advance in traveler checks or U.S. Government check, an advance of funds may be allowed from the imprest fund of these projects not to exceed the imprest fund limit and availability of funds.

## **ARTICLE 32: FEDERAL WAGE SYSTEM SURVEYS**

**Section 1, Notification of Full-Scale Survey:** When the Employer receives notice from the Department of Defense Wage Fixing Authority or other responsible authority, that a full-scale survey is being scheduled in the area affecting the Union, it will notify the Union. The notice of survey will also be posted on official bulletin boards.

**Section 2:** The Union recognizes the Employer is not the host installation and is not responsible for conducting the survey.

## **ARTICLE 33: ENVIRONMENTAL DIFFERENTIAL PAY**

**Section 1, Payment of Environmental Differentials:** The payment of environmental differential to qualified employees will be governed by the provisions of FPM 532-1, Subchapter 8, for wage grade employees, by FPM 550-27, Subchapter 9, for class act employees and by NPSOM 690-1-500.

**Section 2, Local Work Situations:** The Union may request that the employer add local work situations to existing recognized environmental categories. If the employer's decision is not agreeable to the Union, the parties will meet to discuss the issue. If the agreement cannot be reached through such consultations, the matter may be grieved in accordance with Article10.

## **ARTICLE 34: APPROVAL, DURATION, AND REOPENING OF AGREEMENT**

**Section 1:** The effective date of this agreement shall be thirty (30) days after signature by the President, Local 8, NFFE and the District Engineer, Seattle District, US Army Corps of Engineers. This Agreement shall remain in full force and effect for three (3) years from date of approval. Upon expiration at the end of three (3) years, the Agreement will automatically be renewed/extended for an additional one year period, and from year to year thereafter. On the third year expiration date of this Agreement, or any subsequent yearly expiration date thereafter, either party to this Agreement may notify the other party in writing of its desire to modify or renegotiate this Agreement. This notification will be given during a time period no more than ninety (90) days, nor less than sixty (60) days prior to the Agreement's expiration date.

**Section 2:** Any request for amendment shall be in writing, and shall contain a detailed statement of the changes desired, and reasons therefor. Union requests for amendments may be denied by the Employer. It is agreed to schedule the first meeting for negotiating the amendment within a reasonable amount of time (not to exceed thirty (30) days) after receipt of the notification of the desire to amend the Agreement. No changes shall be considered other than those directly related to the subject of the requested amendments except by mutual agreement. Agreement shall be evidenced by written amendment duly executed by both parties.

**Section 3:** This Agreement is not subject to modification or amendment because of future Department of the Army Regulations unless the Department of Army Regulations, as required by law or regulation of an authority outside the Department of the Army are mandatory and not discretionary with the Employer. Request for modification because of mandatory implementation will be made by written notification to the Union indicating the modification and basis therefor. Such amendment shall be made effective upon approval by the District Commander, to become effective thirty (30) days later.

**Section 4:** If at the expiration of this Agreement, negotiations have started for a new agreement, the provisions of the expiring agreement will be honored by the parties for a specified period sufficient to complete negotiations of the new agreement.