
NEGOTIATED AGREEMENT

between

**U.S. Army Engineer District
Pittsburgh, Pennsylvania**

and

**International Federation of
Professional and Technical Engineers
Local 96
Pittsburgh, Pennsylvania**

**EFFECTIVE DATE
26 August 2014**



**US Army Corps
of Engineers**
Pittsburgh District



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Preamble

In accordance with the provisions of Title 5, U.S. Code Labor-Management Relations, Chapter 71 (5 U.S.C. 71), the following articles of this basic Agreement constitute the total Agreement by and between the U.S. Army Corps of Engineers, Pittsburgh District, hereinafter referred to as the Employer, and the International Federation of Professional and Technical Engineers, Local 96, AFL-CIO and CLC, hereinafter referred to as the Union.

The intent and purpose of this Agreement is to promote and improve the effectiveness and efficiency of the U.S. Army Corps of Engineers and the well being of its employees within the meaning of 5 U.S.C. 71. All bargaining Unit (hereafter referred to as Unit) employees will be treated fairly and equitably, with the exception of the exercise of management's rights under 5 U.S.C. §7106(a). The parties hereto concur that this can be accomplished by means of amicable discussion, adjustment of matters of mutual interest and through the establishment of common understandings relative to personnel policies, practices, procedures, and matters affecting working conditions, except those excluded by 5 U.S.C. 71. Further, neither party will encourage employees to work without compensation in order to accomplish routine duties, except for emergencies involving the safety of human life or the protection of property. Now, therefore, the parties hereto agree as follows:

Article 1 - Recognition and Unit Designation

Section 1.1. It is the purpose of this Agreement to prescribe certain rights and obligations of the employees of the U.S. Army Corps of Engineers, Pittsburgh District, and to establish procedures which are designed to meet the special requirements and needs of the Government.

Section 1.2. The Employer recognizes the Union as the exclusive representative of all employees in the Unit as defined below: all professional employees of the U.S. Army Corps of Engineers, Pittsburgh District.

Section 1.3. Excluded from the bargaining Unit are all nonprofessional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and (7). Also excluded are temporary employees (zero tenure group).

Article 2 - Duration

Section 2.1. Following ratification by the membership of the International Federation of Professional and Technical Engineers (IFPTE), Local No. 96, AFL-CIO and CLC and approval by the Department of Defense, Civilian Personnel Management Service, this Agreement shall remain in full force and effect for a period of three (3) years.

Section 2.2. Either party may give written notice (including e-mail) to the other party for the purpose of renegotiating this Agreement. The written notice may be given not more than one hundred twenty (120) nor less than sixty (60) days prior to the three (3) year expiration date of the Agreement. The terms of this Agreement will remain in effect during the renegotiation of this Agreement. The parties will meet within thirty (30) days of receipt of the notice to renegotiate unless another schedule is mutually agreed to by the parties.

Section 2.3. When either party serves notice of intent to renegotiate in accordance with the terms of this section, the party will indicate what articles are to be renegotiated. If either party proposes any new articles/topics, the written notice will include the subject matter and a brief synopsis of the purpose for the new article or topic.

Section 2.4. By mutual consent of the parties, or by request of one party with the concurrence of the other, this Agreement may be extended for an additional one (1) year. Before the Agreement is extended, it must be brought into conformance with law, applicable established policies and regulations of DOD and other appropriate authorities.

Article 3 - Modifications and Amendments

Section 3.1. This Agreement is subject to opening only as follows during its duration.

a. This Agreement may be opened at the request of either party for the purposes of addressing new issues that arise. The party requesting the amendment will submit the request to reopen in writing, accompanied by a summary of the basis for the request. Any matter permissible under the law may be a topic for negotiation during these periods of expansion, except any article encompassed in the existing contract document shall be deemed closed. Any request to open the Agreement must be given not less than 90 days prior to the expiration of the Agreement.

(1) On written request to open the Agreement, the parties shall meet for negotiation within thirty (30) days unless an alternative schedule is mutually agreed to by the parties.

(2) If an issue directly related to the reasons for opening the Agreement arises prior to the start of negotiations, the parties shall meet within three (3) working days of the written request by either party in order to expedite resolution of the issue.

b. There shall be no more than two (2) reopeners per contract year with a limit of two (2) issues per reopening by either side, except by mutual consent.

c. Amendments to the existing contract may be required because of changes made in applicable laws or regulations after the effective date of this Agreement. Only new language which will meet the requirements of such laws or regulations will be considered for negotiation under this article.

(1) The Employer agrees that, before implementing the changes referenced in b. above, containing negotiable provisions, a draft of the proposed change will be provided to the Union for review and comment along with notice in writing of the intent to implement the change. The Union will request negotiations or information or provide counterproposals within ten (10) work days of its receipt of the proposed change. The negotiation teams will meet no later than ten calendar days after the Employer's receipt of the Union's request.

d. Agreed to amendments will be approved and executed by both parties and shall remain in full force and effect until termination of the underlying Agreement.

Section 3.2. The negotiation procedures outlined in Article 4, Impact and Implementation Bargaining will be followed for any negotiations under this Article.

Article 4 Impact and Implementation Bargaining

Section 4.1. In the administration of all matters covered by this Agreement, management and employees shall be governed by existing and future laws; and by existing regulations, policies and practices.

Section 4.2. Employer shall provide the Union the opportunity, at the Union's discretion, to make comments or request negotiation on:

- a. regulations or policies resulting from changes in applicable laws or regulations issued by the Employer (U.S. Department of the Army) or higher level authority (after the effective date of this Agreement); or
- b. changes in personnel policies, practices, etc., affecting working conditions deemed essential by Employer and differing from or not covered by this bargaining Agreement.

Section 4.3. Prior to instituting a policy change the Employer shall provide the Union official notification in writing. The Union must respond in writing within twenty-one (21) calendar days of notification. It is the Union's discretion to make comments or request negotiation. E-mail is an acceptable form of notification and response. If e-mail is utilized the subject line should contain "OFFICIAL NOTIFICATION". Negotiations will commence within thirty (30) calendar days after receipt by the Employer of written request by the Union.

Section 4.4. Subject to the provisions of this Article, the following procedures will govern negotiations:

- a. New ground rules or modifications to existing ground rules may be negotiated.
- b. There is no prohibition against developing informal procedures to handle discussion/negotiation of these matters at the election of the chief negotiators.
- c. Employee members of the Union negotiation team shall be entitled to official time while negotiating.
- d. Where the parties reach impasse, the Employer may not effect changes in otherwise negotiable personnel policies and practices and matters affecting working conditions without first providing the Union with notice of its intent to implement the changes (which changes cannot exceed the scope of the proposals advanced during prior negotiations by the Employer), and afford the Union a reasonable opportunity, under the circumstances, to invoke the processes of the Federal Service Impasse Panel (FSIP). If the Panel's processes are not invoked within fifteen (15) calendar

days of such notification, the Employer may effect those changes. However, once the Panel's processes are invoked within fifteen (15) calendar days of such notification, the parties must adhere to established personnel policies, practices and matters affecting working conditions, to the maximum extent possible, i.e., to the extent consistent with the vital functioning of the District.

Article 5 - Union Rights and Responsibilities

Section 5.1. The Agency hereby recognizes that the Union is the exclusive representative of all employees in the Unit, as defined in Section 5.2. below, and the Union recognizes the responsibility of representing the interests of all such employees with respect to grievances, personnel policies, practices and procedures or other matters affecting their general working conditions, subject to the express limitations set forth elsewhere in the Agreement.

Section 5.2. The Unit to which this Agreement shall apply is composed of all eligible professional employees in the U.S. Army Engineer District, Pittsburgh, Pennsylvania, and includes permanent, seasonal, term, part-time and intermittent career and career-conditional employees. Temporary employees whether working full-time, part-time or intermittent schedules are excluded as are all non-professional employees and employees excluded by 5 U.S.C. Section 7112.

Section 5.3. The Union is entitled to act for and to negotiate collective bargaining Agreements covering all employees in the Unit except those elsewhere excluded herein, and shall be responsible for representing the interests of all such employees without discrimination and without regard to employee membership in the Union.

Section 5.4.

a. The Union shall be given the opportunity to be represented at formal discussions between Management and employees, or employee representatives, concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of employees in the Unit as set forth in 5 U.S.C. Section 7114.

b. At any employee-requested meeting the employee may request Union representation. Union Representation will be allowed in accordance with all laws, rules and regulations.

c. The Union shall be provided the opportunity to be represented on any Process Action Team or similar type of working team which includes bargaining Unit members. This, however, does not substitute for I&I bargaining on policy implementation.

Section 5.5. The Union shall be given the opportunity to be represented at the examination of any employee in the Unit by a representative of the Agency in connection with an investigation if:

a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and

b. The employee requests such representation.

c. If a Union representative is unavailable when Management schedules an examination, the Employer will allow a reasonable time for a Union representative to be available.

d. To the extent practicable taking into consideration of all relevant circumstances a Union representation will be afforded to the employee by way of in person or by telephone/conference call as agreed by the parties.

Section 5.6. The parties are in full accord with 5 U.S.C. Section 7120, "Standards of Conduct for Labor Organizations," and with any other properly promulgated regulation there under.

Section 5.7. The Union shall be provided one locking bulletin board approximately 3 ft. x 4 ft. located on each floor where bargaining Unit members are located. The use of the bulletin board shall be the exclusive right of the Union.

Section 5.8. The Union shall be permitted up to a total of twenty (20) hours per pay period, during normal business hours. Official Time would primarily be charged/worked if the Union Official is at his or her official permanent duty station or is otherwise on government property. Previously planned Official Time worked at another location requires prior supervisory approval. If additional time is required beyond those specified in this section, the Union can request additional time on an as needed basis. The use of any Official Time by any Union official must be coordinated with and approved in advance by the Union Official's immediate supervisor (or higher authority).

a. Official time shall be afforded to Union President, his/her designees, Officers and Stewards if they are otherwise in a duty status for:

(1) preparation and processing of grievances, complaints, or appeals concerning disciplinary adverse actions; and

(2) resolution of unfair labor practice charges; and/or

(3) other matters as appropriate.

b. A designee of the Union President shall be defined as a currently serving elected official of the Union or designated person that has the authority to act on behalf of and bind the Union.

c. Official Time will not be used to conduct internal Union business. Internal Union business is defined as "Matters relating to the structure and institution of the labor organization." Examples of internal Union business are but not limited to elections, financial status, internal grievances, preparation for elections, preparation for bargaining unit meetings, and the meetings themselves.

d. The allotment of 20 hours per pay period excludes the time the Union President, or his/her designee, is in attendance at a staff meeting, management requested training, reports required by management such as those required in Section 5.9 below or partnering, etc.

Section 5.9. All Union officers and stewards must record official time spent in administering the Agreement or in other Labor-Management matters required by law and/or regulation. The following codes will be used by employees when submitting their by-weekly time for payroll.

- a. BD – Labor Management Relations
- b. BK – Grievance and Appeals
- c. BA – Term Negotiations
- d. BB – Mid-Term Negotiations

These codes can be found in the Timekeeper's manual. The CPAC/supervisor will monitor monthly usage. At the end of each month, any employee using official time shall submit a CELRP Form 668, Official Union Time Usage Report to the Labor/Management Employee Relations (LMER) Specialist assigned to the District after supervisory approval. The report shall have sufficient detail to permit Management to determine if the official time was requested in advance and used in the administration of this agreement.

Section 5.10. The Union shall have the right to use the District e-mail and internet capabilities for internal and external activities in accordance with 5 U.S.C. Section 7131.

Section 5.11. The Employer shall provide a direct shortcut on the District's electronic homepage that links the viewer directly to the local Union site. The site can include the current Agreement between Union and management, Union Representatives, and other district forms and publications, but may not include any type of membership solicitation.

Section 5.12. The Employer shall provide the Union with a mail slot in the mail room for the receipt of all Union mail.

Section 5.13. The Union will provide the Employer with a listing of Union officers on a yearly basis within 21 days of this agreement and on the anniversary of the agreement or within 21 days of the change when a change is made. Notification will be accomplished by sending an email to the LMER Specialist assigned to the District. Management will provide the name and contact information of the current LMER Specialist.

Section 5.14. Requests for information by the Union will be provided to the Labor Relations Specialist in the servicing Civilian Personnel Office/Human Resources Office in writing or email. Management will respond to Union requests for information within twenty-one (21) days of its receipt.

Article 6 - Management Rights

Section 6.1. Subject to 5 U.S.C. 7106(b), nothing in this chapter shall affect the authority of any management official of any agency:

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

b. In accordance with applicable laws:

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

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

(3) with respect to filling positions, to make selections for appointments from (i) among properly ranked and certified candidates for promotion; or (ii) any other appropriate source; and

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

c. Nothing in this section shall preclude the Agency and the Union from negotiating:

(1) at the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods or means of performing work;

(2) procedures which management officials of the Agency will observe in exercising any authority under this section; or

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

Section 6.2. Management recognizes the existence and purposes of Executive Order 13522 for the improvement of Management-Union relations. Executive Order 13522 does not reduce Management Rights under 5 U.C.S. §7106 but provides perspective as to Management-Union relations.

Article 7 - Discipline

Section 7.1. The Employer and the Union agree that the objective of discipline is to correct and improve inappropriate employee behavior so as to promote the efficiency of the service. The parties agree that the concept of progressive discipline is consistent with this objective, and that progressive discipline may be used as determined by management in accordance with their rights under 5 U.S.C. §7106(a)(2)(A) to take disciplinary action and to determine the penalty.

Section 7.2. For the purposes of this article, the following definitions apply:

a. Admonishments in the form of written or verbal counseling sessions, letters of warning or findings of liability as a result of a report of survey are not considered forms of discipline;

b. Disciplinary actions are defined as letters of reprimand or suspensions of fourteen (14) calendar days or less;

c. Adverse actions consist of removals, suspensions of more than fourteen (14) calendar days, reductions in pay or grade or furloughs of thirty (30) days or less except for furloughs of seasonal employees;

d. For the purpose of this article, the definition of the word "day" means calendar day unless otherwise specified;

Section 7.3. In appropriate cases as determined by the Employer in accordance with their rights under 5 U.S.C. §7106(a)(2)(A), discipline may be preceded by informal counseling/warning which may be verbal or written. Employee Assistant Program (EAP), counseling or other forms of assistance may be offered to correct the offensive behavior. Supervisors shall conduct discussions regarding employee problems in private.

Section 7.4. Reprimands are a formal disciplinary action designed to correct inappropriate employee behavior. Reprimands will caution employees regarding the consequences of continued offensive behavior and will also specify the applicable avenues of redress. Reprimands are written notifications dealing with specific infraction(s) which are placed in the employee's Official Personnel Folder (OPF), for a period of one (1) to three (3) years. They may, however, be removed at any time by the issuing supervisor. However, CPAC/HR will maintain disciplinary files in accordance with applicable law, rules and regulations (presently seven years). Supervisory files can be maintained indefinitely.

Section 7.5. An employee against whom a suspension for fourteen (14) calendar days or less is proposed is entitled to:

a. Advance written notice (normally not less than fourteen (14) calendar days) stating the specific reason(s) for the action;

b. Reasonable time (normally seven (7) to ten (10) calendar days, but in no case less than twenty four (24) hours) to answer orally, in writing, or both; and to furnish, if desired, affidavits or other documentary evidence in support of the employees response;

c. After considering the employee's response, the Employer will issue a written decision. If the decision is unfavorable to the employee, the decision may be grieved in accordance with Article 8.

d. Representation by the Union in formal discussions and in the processing of grievances resulting from such actions;

e. Employees may file ONLY ONE of the following in connection with an action listed in this section:

(1) Grievances (filed in accordance with Article 8);

(2) Equal Employment Opportunity (EEO) formal complaint.

The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her option at such a time as the employee timely initiates one of the actions listed above.

Section 7.6. An employee against whom a removal, suspension for more than fourteen (14) calendar days, Reduction in Grade, Reduction in Pay or furloughs of thirty (30) calendar days or less except for furloughs of seasonal employees is proposed is entitled to;

a. Thirty (30) calendar days advance written notice (unless a shorter time is provided for by law or regulation), stating the specific reasons for the proposed action;

b. Reasonable time (normally fifteen (15) to twenty (20) days, unless a shorter time is provided for by law or regulation), to answer orally, in writing, or both, and to furnish, if desired, affidavits or other documentary evidence in support of the employees response;

c. A written decision containing the specific reason(s) for the action, furnished as soon as practicable, including applicable appeal rights.

d. Representation by the Union in formal discussions and in the processing of grievances and/or appeals. The Union must represent all bargaining Unit members, if so requested, by the employee in processing grievances, but is not required to

represent non-Union members in statutory appeals; i.e., forums or processes other than the negotiated grievance procedure.

e. Employees may file only one of the following in connection with an action listed in this section:

- (1) Grievances (filed in accordance with Article 8)
- (2) Merit Systems Protection Board (MSPB) Appeal; or
- (3) Equal Employment Opportunity (EEO) formal complaint.

The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her option at such a time as the employee timely initiates one of the actions listed above.

Section 7.7. Management/Union will give serious consideration to granting extensions to response time for good and sufficient reason.

Section 7.8. Actions based solely on unacceptable performance will be covered under Article 12.

Article 8 - Grievance Procedure

Section 8.1. The Employer and the Union recognize and endorse the importance of identifying and adjusting grievances promptly and in an orderly and equitable manner consistent with principles of good management. Both parties are encouraged to conduct thorough investigations at each step of the grievance as it progresses. Every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision. The initiation of a grievance by an employee shall not cast any reflection on their standing with the Employer or on their loyalty and desirability to the organization, nor should the grievance be considered as a reflection on the Employer.

Section 8.2. The purpose of this Article is to provide a mutually satisfactory and expeditious method for the settlement of grievances of the parties in accordance with the provisions contained in 5 U.S.C. 7121 et. seq. A grievance is defined as any complaint:

- a. By any Unit employee(s) concerning any matter relating to the employment of the Unit employee(s), except as excluded by law or in Section 8.5, below.
- b. By the Union concerning any matter relating to the employment of a Unit employee(s), except as excluded by law or in Section 8.5, below.
- c. By any Unit employee or the Union concerning any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
- d. By the Union or the Employer relating to the application, interpretation, or breach of this Agreement.

Section 8.3. Employees of the Unit may present their own grievances without the intervention of the Union as long as the adjustment is not inconsistent with this Agreement. The Union will be notified and have the opportunity to be present at any discussion(s), including the adjustment, concerning the grievance. If the adjustment, in the judgment of the Union, is inconsistent with this Agreement, the Union shall have the right to grieve such adjustment through the grievance procedure as stated in this Article.

Section 8.4. This grievance procedure shall be available to the Union and Unit employees for resolving issues within its coverage, (including claims arising under Fair Labor Standards Act (FLSA)); except, as provided under 5 U.S.C. 7121(d); or where an employee has previously initiated action under the formal EEO or MSPB processes. It is recognized that grieving violation of policy is not a grievance of a

specific action. In addition, matters excluded from this procedure by the provisions of 5 U.S.C. 7121(c) and this Agreement are those concerning:

a. Any claimed violation of law relating to prohibited political activities under 5 U.S.C. 7121(c)(1) and 5 U.S.C. 7321 et. seq.

b. Retirement, life insurance or health insurance;

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

d. A suspension or removal under 5 U.S.C. 7532;

e. Actions taken at the direction of OPM (government wide rules and regulations) or MSPB;

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

g. The content of established Department of the Army policy and regulations, except if it conflicts with this Agreement or government wide regulations;

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

i. Termination of a temporary promotion or appointment;

j. The substance of an employee's performance elements, standards, or work objectives;

k. Determinations concerning awards, additional step increases, recruitment or relocation bonuses, retention allowances, or dual compensation waivers;

l. Any action taken under a voluntary, formal Agreement entered into by an employee involving geographic relocation or return from an overseas assignment; and

m. Any proposed disciplinary action;

n. Individual employee complaints for which no form of personal relief to the employee is sought.

Section 8.5. Employees may grieve letters of reprimand and suspensions of fourteen (14) days or less under the provisions of this Article. Employees may grieve or appeal (but not both) adverse actions (removal, suspension of more than fourteen

(14) calendar days, reduction in grade, reduction in pay, and furlough of thirty (30) days or less) under the procedures set forth in 5 U.S.C. 7701.

Section 8.6. Grievances by the Union and/or employees under this Agreement shall be processed in the following manner:

a. It is the intent of this grievance procedure for all grievances to be filed with the lowest level supervisor who has the authority to resolve the issue. If the grievance is properly filed at the Division Chief level, the next step will be filed with the District Engineer/designee as a third step grievance, if necessary.

b. The Union and/or employees may be represented by a Union representative or a representative approved in writing by the Union. Where so represented, the aggrieved employee may request his/her representative to act as spokesperson.

c. In the presentation of a grievance the Unit employee will be in a duty status and any Union representative will be in an official time status. The representation or presentation of the grievance does not require payment of overtime to any employee.

d. A copy of all grievances filed at any step shall be sent to the appropriate management official and the Labor Relations Specialist in the Employer's Civilian Personnel/Human Resource Office. The written grievance shall include a subject line "Grievance Notification" and reference the appropriate step.

e. The grievance procedure follows:

Step 1. Within fifteen days (15) calendar days after the occurrence giving rise to the grievance, an e-mail or other written document shall be provided to the lowest level supervisor who has the authority to resolve the grievance. (All grievances concerning disciplinary actions shall be filed with the deciding official.) The grievance shall describe the basis of the grievance. The grievant or the Union may request a formal meeting between the affected employee(s), his/her Union representative and the immediate supervisor, Branch Chief and/or Division Chief if applicable. If a meeting is held, it should be scheduled by the Employer as soon as possible to resolve the issue. The results of the meeting will be documented in an e-mail by management to the Union/grievant within five (5) working days. If no meeting is held a written decision shall be furnished to the employee/union within fourteen (14) calendar days after receipt of the grievance. If the Employer fails to provide a timely written decision, the Union/grievant at their discretion may move the grievance to the next step or wait for a Step 1 response.

Step 2. If the Union/grievant is not satisfied with the decision at Step 1, the decision may be appealed to the Division/Office Chief. This appeal must be in writing and submitted within fourteen (14) calendar days after receipt of the Step 1 decision.

The matter will be reviewed by the Division/Office Chief and a written decision shall be furnished to the employee within fourteen (14) calendar days after receipt of the grievance. At the request of the Union/grievant a meeting may be held to discuss the grievance, such meeting is at the discretion of management. If the Employer fails to provide a timely written decision the Union/grievant at their discretion may move the grievance to the next step or wait for a Step 2 response.

Step 3. If satisfactory agreement is not reached at one of the preceding steps, the grievance will be referred in writing within fourteen (14) calendar days from the receipt of the decision at Step 2, to the District Engineer/designee by the Union/grievant. At the request of the Union/grievant a meeting may be held to discuss the grievance, such meeting is at the discretion of management.

The District Engineer/designee will issue a written decision within twenty-eight (28) calendar days from the date the District Engineer/designee receives the grievance (As evidenced by the Executive Office date stamp.)

If the District Engineer/designee requires an extension of time to respond to the third step grievance, the request for extension shall be made in writing to the Union President/grievant at least three (3) working days prior to the twenty-eighth (28th) day. If the District Engineer/designee fails to provide a timely written response to the third step grievance, the Union may invoke arbitration in accordance with this Contract or wait for a third step response.

Step 4. If a satisfactory Agreement is not reached at Step 3, only the Union, as the sole representative of the bargaining Unit, may submit a request for binding arbitration in accordance with Article 8 of this Agreement. The grievant may not personally invoke arbitration.

Section 8.7. Union and Management Grievances.

a. A Management grievance may be initiated in writing by the District Engineer/designee and presented to the Union President within twenty-one (21) calendar days of the action or condition giving rise to the grievance. Decisions by the Union President or designee shall be rendered in writing within twenty-eight (28) calendar days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by Management.

b. Where the Union believes that the District Engineer is the lowest level of authority to address/resolve an issue the Union President may initiate a grievance in writing directly to the District Engineer within twenty-one (21) calendar days of the action or condition giving rise to the grievance. Decisions by the District Engineer/designee shall be rendered in writing within twenty-eight (28) calendar days following receipt of the grievance. If the Union is unsatisfied with the response the Union may invoke arbitration in accordance with the terms of this contract. The intent of this section is not to circumvent the normal grievance procedure.

Section 8.8. For the purpose of this Article, when a time limit expires on a weekend day or holiday, the time limit will be extended until the next regularly scheduled workday. Extensions may be mutually agreed upon to provide for unusual cases. Grievances shall be considered to be timely filed and/or answered if received by mail with a postmark/electronic (e-mail) date indicating mailing on or before the due date. Grievances or disputes resulting from continuing conditions may be presented at any time.

Section 8.9. The Employer shall, upon request, provide the Union with records or other documents necessary to fulfill their representational duties, provided the request meets applicable laws and the releasing of such information does not violate controlling laws, regulations or government policy.

Section 8.10. If two (2) or more employees have identical grievances, the Union may select one employee's grievance for processing and the outcome of that grievance shall be applicable to, and binding on, the other employee(s) concerned. The Union shall inform the Employer, in writing, of which employee's grievance has been selected and of the names of the other employees concerned.

Article 9 - Arbitration

Section 9.1. If the Employer and the Union fail to settle any grievance processed in accordance with the Negotiated Grievance Procedure of Article 8 of the Agreement, then such grievance shall, upon written request by the party desiring arbitration, be referred to arbitration. Such written request shall be submitted no later than fifteen (15) calendar days following the receipt of the written decision at the third step, or the decision pursuant to Article 8, Section 8.1. [For the purpose of this Article, when a time limit expires on a weekend day or holiday, the time limit will be extended until the next regularly scheduled workday.]

Section 9.2. When the Union or the Employer has served notice that a matter is to be submitted to arbitration, representatives of the parties will meet no later than fifteen (15) calendar days after receipt of such notice to select an arbitrator. If Agreement on an arbitrator cannot be reached, the party invoking arbitration shall immediately request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) impartial persons qualified to act as arbitrators. The Union and Employer will take turns, starting with the Employer, paying for the FMCS arbitrator list, thereby splitting the cost. The parties shall meet within three (3) workdays after receipt of such a list. If they cannot agree on one (1) of the listed arbitrators, then the Employer and the Union will each strike an arbitrator's name from the list of five (5) and shall repeat the process until only one name is remaining. The toss of a coin shall determine who strikes the first name. The remaining name shall be the duly selected arbitrator.

Section 9.3. The fee and per diem expenses of the arbitrator shall be borne equally by the Employer and the Union. The arbitration hearing shall be held during the regularly scheduled workweek. The employee representatives, the aggrieved employee, and witnesses in a duty status shall be excused from duty to participate in the arbitration proceeding. The parties shall each pay for their own transcripts, if such are desired.

Section 9.4. The arbitrator will be requested by the parties to render his/her decision as quickly as possible. The arbitration award will be binding except that either party may file appropriate exception to an arbitrator's award, such as with the Federal Labor Relations Authority under the regulations prescribed by the Authority. In the cases of disciplinary actions over 14 days up to removal the employee may have the right to have an arbitrator's decision reviewed by the Merit Systems Protection Board under applicable regulations.

Section 9.5. The arbitrator shall not change, modify, alter, delete, or add to the provision of the Agreement. Such right is the prerogative of the Employer and the Union only. Neither shall the arbitrator's award be contrary to applicable laws or regulations which are binding on the parties.

Section 9.6. In any event that a dispute between the parties involves issues of grievability the arbitrator shall decide any such issues before proceeding to the merits.

Section 9.7. Employees and/or witnesses approved by the arbitrator to attend the arbitration shall be in a duty status provided that this will not result in the payment of overtime, compensatory time, or other premium pay to the employee. To the extent mission requirements will allow, work schedules may be adjusted to allow the employee to participate in a regular duty status. Union representatives attending the arbitration shall be entitled to official time provided they are otherwise already in a duty status.

Article 10 - Travel

Section 10.1. Consistent with the performance of the required mission, in accordance with the Joint Travel Regulation, Volume 2, Appendix O, and availability of a more reasonable schedule, the Employer will avoid scheduling employees to use a carrier which requires boarding or leaving the carrier at other than normal duty hours. The Employer agrees to schedule travel by the most direct and expedient mode of travel and to schedule travel time so that such time coincides with the employees' regularly scheduled days and hours of work whenever possible. If this requirement cannot be met, and at the employee's request, the Employer shall record in writing to the traveler concerned, the reasons for ordering travel outside the employees' regularly scheduled hours and days of work and provide the Union with a copy of the reason. The Employer agrees to notify the employee of scheduled travel as far in advance as possible and under ordinary circumstances with at least two weeks notice. Emergency travel time shall be compensated in accordance with existing regulations.

Section 10.2. Employees desiring an advance of travel funds in accordance with applicable regulations for officially ordered travel for the Government will use the Government VISA (or other subsequent vendor) card to receive such an advance. Employees not possessing such a card shall request such an advance utilizing established agency procedures in CEFMS.

Section 10.3. An employee may request the preparation of a standard Travel Order when the employee will be required to travel beyond the local commuting area, when common carrier transportation costs are incurred and/or when the total time away from the duty station is projected to be more than twelve (12) hours.

Section 10.4. The Employer shall make reasonable effort to provide Unit employees complete and accurate information in advance with respect to:

- a. The purpose of the travel assignment;
- b. The anticipated duration of the assignment; and
- c. The mode of transportation to be utilized, portal to portal.

When such temporary duty travel is considered necessary by the Employer, the desires, convenience, and comfort of the employee will be considered to the maximum degree permitted by the assigned mission and in the best interests of the Government.

Section 10.5. When possible, travel will be scheduled so employees may travel during their regular duty hours. Hours of travel outside of regular hours will be

compensated by travel compensatory time in accordance with applicable regulations.

Article 11 - Laterals/Details/Lead Positions/Selections

Section 11.1. Both parties recognize Management's right to non-competitively reassign personnel and to announce positions competitively. However, under normal circumstances the following procedure will apply.

Section 11.2 . When Management foresees a vacancy opportunity at a location which could be filled by reassignment the following procedure shall be used:

- a. An informal solicitation (including posting on the District intranet site) of employees interested in voluntary reassignment will be conducted within the District at least five (5) working days prior to posting the vacancy announcement.
- b. All requests to fill any and all bargaining Unit positions will be entertained, giving considerations to such factors as: qualification requirements of the position, skill requirements at the location, employee skills, skill balance of personnel at the losing and gaining installations, management needs, and employee's reason for desiring voluntary reassignment.
- c. Upon selection of a candidate desiring a voluntary reassignment, a one-time clearance of potential candidates from the Priority Placement Program (PPP) List must be completed unless an exception to the PPP List applies. If a DoD PPP match is determined to be well qualified, the candidate(s) have priority placement rights for vacant positions over internal district employees.

Section 11.3. When the Employer foresees the need to detail (temporary) personnel from one Unit to another, the following procedures will generally be used:

- a. The Employer will make every effort to fulfill a detail through a voluntary procedure.
- b. An informal solicitation of employees interested in a temporary detail will be conducted within the District along with information describing the detail possibility.
- c. Requests to fill a detail will be entertained with the greatest flexibility possible, giving consideration to such factors as; qualification requirements of the position, employee skills, management needs, and employee's reason for desiring the detail.
- d. Upon completion of a detail the Employee will be returned to their original position.
- e. The Employer may occasionally offer voluntary details to increase employees' developmental skills.

Section 11.4. Lead Positions. It is agreed that new lead positions may be established as work requirements and funding permit. The parties recognize that a benefit of lead positions is to retain highly qualified, experienced District working grade employees. Lead position recruitments should attract candidates with institutional knowledge and experience within individual work elements who have shown a past history of leadership and mentoring. Lead positions may be established at least one GS grade higher than the typical working grade of the individual work element and job class. Lead position grades shall be based on applicable classification standards. Lead positions shall be filled in accordance with merit promotion principles.

11.5 Management will make a reasonable effort to notify those individuals interviewed for open positions that are not selected prior to public announcement of selection. Such notification may be in the form of verbal or e-mailed communication, and is intended to solely inform the non-selected candidate of that fact. Any additional information may be handled as an out brief, as requested by the non-selected individual.

Article 12 - Performance Evaluation and Awards

Section 12.1. Union and Management recognize the importance of employee input in the development of accurate performance appraisals. Therefore, cooperation between employees and supervisors in understanding the process, in effectively communicating goals, and in achieving consensus with regard to the appraisal will be promoted by the parties. With regard to performance evaluation:

Supervisors use performance ratings of employees as a basis for adjusting base pay and determining performance awards, training, rewarding, reassigning, reducing in grade, reduction in force, retraining, and removing employees. This will be accomplished by utilizing the applicable Army performance appraisal system.

Section 12.2. Performance Objectives/Standards.

a. The supervisor and employee should meet and jointly develop standards that to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question.

b. Performance standards objectives should, to the extent possible, be specific, measurable, attainable, realistic, time-bound and meaningful. Performance Appraisal objective should communicate to the employee, the critical elements of the employee's position, the employee's the performance standards and how the employee can meet and/or exceed the standards.

c. The development and approval of performance criteria is within the discretion of the supervisor and/or the senior rater. Performance Objectives are when approved by the supervisor and issued to the employee, unless otherwise agreed to between the employee and supervisor.

Section 12.3. Total Army Performance Evaluation System (TAPES).

a. The Performance Evaluation System shall include, as a minimum

(1) Initial Counseling. Supervisor and employee meet within thirty (30) days of the start of the performance appraisal period to prepare and/or discuss the Evaluation Report Support form (Senior System). Employees may, at any time throughout the year, request to be advised orally, or in writing, of how they can exceed published performance standards.

(2) Midpoint Counseling. Supervisor and employee meet at the midpoint of the appraisal period and discuss performance to that point and any improvements or adjustments that are necessary. Changes to the Support Form deemed necessary shall be made and initialed. Copies of the standard shall be

provided to the ratee. The midyear counseling shall be accomplished within one month of the rating midpoint.

(3) Final Evaluation Report. The rater will solicit the Ratee's input on accomplishments prior to preparing the rating not less than five (5) days prior to the end of the rating period. Raters of Bargaining Unit employees will advise the employee that a performance rating is due and request that they submit, in writing, on *DA Form 7222-1, Senior System Civilian Evaluation Report Support Form, section c., List Your Significant Accomplishments*, accomplishments regarding their performance during the rating period. Employees shall be allowed a reasonable amount of duty time to prepare such information. The written accomplishments (Section c) submitted by the employee shall be attached to either the electronic copy or paper copy of the performance appraisal being submitted to the supervisor for review and approval. The Rater and the Senior Rating official shall initial the comments signifying that they have been considered in determining the rating and the list of significant accomplishments (Section c) will be uploaded to the employee's Electronic Official Personnel Folder (eOPF). The final evaluation shall be accomplished within 45 days of the end of the rating period.

b. In the event of a change in supervisor, close out ratings or rating period extensions will be provided in accordance with the TAPES regulation or other applicable regulations.

c. Preparing an Individual Development Plan (IDP) is an integral part of the annual performance evaluation process. Plans should include appropriate actions to assist employees to improve performance. The employee's most recent performance evaluation will be the indicator as to what training (on and/or off the job) is required.

d. Employees who receive Success Level 1, 2, or 3 performance evaluation ratings may be considered for performance awards. When certain situations dictate that no award is forthcoming after a Success Level 1 rating, reasons will be given to the employee involved, in writing, if requested. Recommendations for such awards, however, are made at the discretion of the Supervisor. Under current law, only GS employees performing at Success Level 1 are eligible for Quality Step Increases (QSI's).

Section 12.4. Performance Improvement Periods. At any time during the rating period, when an employee is performing at an unsuccessful level (level 5), the employee shall be informed of his/her unacceptable performance, what action must be taken to improve performance to an acceptable level of competence (level 3 or above) and what assistance, if any, will be provided by the Employer to improve his/her performance. If information regarding performance which would result in an unsuccessful performance appraisal is not communicated prior to the end of the rating cycle, the employee may request an extension of the appraisal period to demonstrate acceptable performance. Such extension will be granted. The

employee will then be afforded a reasonable opportunity to demonstrate acceptable performance. If performance does not improve to level 4, the following procedures shall apply.

a. An employee whose reduction in grade or removal is proposed will be given a thirty (30) day advance written notice, subject to procedures established by law and regulation. The notice must include the specific instances of failure to meet the required performance standards which resulted in the unsuccessful evaluation report on which the proposed action is based.

b. The employee will be given reasonable time, but not less than fourteen (14) calendar days to answer the advance notice orally and/or in writing.

c. A final decision to take an action under this Section shall not be effective until after the end of the advance written notice period. Employees will be advised of their appeal and representation rights.

Section 12.5. A reduction in grade, removal, or involuntary reassignment may be based on those instances of unsuccessful performance by the employee which occurred anytime during the one (1) year period preceding the date of the advance written notice.

Section 12.6. Employees of the bargaining Unit are encouraged but not required to provide feedback on their Supervisors performance. Any feedback provided must be in writing and may go directly to their supervisor's rater. Employees are free to identify themselves or remain anonymous. In general supervisor performance rating periods run from 1 October – 30 September. The supervisor's rater may consider success in meeting the schedules associated with the initial counseling, midpoint counseling and final evaluation as part of the overall rating of the supervisor.

Section 12.7. As requested, the Union will be provided with information concerning the grades and series, rating of record, award amounts, and the organizational component of bargaining Unit employees for the previous year.

Section 12.8. On or about the end of June, the Agency will prepare a report and provide the Union with information concerning the grades and series, rating of record, award amounts, and the organizational component of bargaining unit employees for the previous year. This provision is a trial run which will only remain in the collective bargaining agreement for the life of this contract. It will automatically end at the expiration of the CBA (expiration date) and there will not be any extensions. It will not be enforceable after the expiration of the CBA unless (re)negotiated between the parties. This is subject to the District's ability to run said report due to the changing over of AutoNOA.

Section 12.9. The Union shall be provided the opportunity to be represented on the Incentive Awards Committee. Union representation is afforded provided said

representation does not have any involvement in Management's deliberative process. It is also understood that Union Representative's participation on any such committee is limited to those discussions involving bargaining unit members only and their participation cannot allow the union majority control of the decision making process.

Article 13 - Telework

Section 13.1. Telework. Telework is a valuable program for both Bargaining Unit members and the Employer to promote reduced energy consumption, work efficiency, time savings, quality of life, and continuity of operations.

a. The parties recognize the following apply under existing laws, rules, and regulations for Telework (References: PL 111-292; ER 690-1-1215; DOD Instruction 1035.01 4 April 2012; LRD Policy 23 October 2013, CELRP Policy 26 August 2003):

- Employees eligible to participate may volunteer to do so. (No one will be required to do so.)
- Telework may consist of regular and recurring, situational or ad-hoc agreements.
- Ad-Hoc Telework is limited to less than one day per pay period.
- Regular and Recurring Telework requires an approved work schedule where the employee defines a specific day or days to work at an alternate work site on a recurring basis.
- Scheduled Regular and Recurring Telework days may be changed in a particular week or pay period when requested and approved in advance.
- A scheduled Telework day may be worked in the traditional work site at the option of the employee, or as directed by the Employer due to mission requirements.
- Time for supervisory action on Telework requests will typically be within five working days, but will not be longer than ten working days.

b. If Bargaining Unit members, or the Union acting on their behalf, request the status of a pending Telework Request for Participation, the Employer shall provide a response within 10 working days after receipt of the status request. Decisions to deny a Telework request shall be communicated to the member with a description of the reason or reasons for denial.

Section 13.2. Employees with an approved regular and recurring Telework Agreement and who participate in the Mass Transit Benefit Program shall re-submit a Mass Transit Benefit Program application and re-calculated work sheet reflecting the mass transit commuting days per month according to the Telework Agreement.

Section 13.3. Alternate Work Sites. The Employer will allow individual office managers to designate existing work stations as Alternate Work Sites for performing Telework. Such work stations shall be part of the normal facility complement of work space approved for mission accomplishment, but may be temporarily unused due to transfer, extended leave, or other personnel vacancy. Telework at a designated alternate work site shall be scheduled and approved in accordance with existing Telework rules, regulations, and policies. Use of designated alternate work sites will

be scheduled in advance. In the event of schedule conflicts, the local office manager will make final determination and notify affected employees of the determination. Local office managers may alter locations and availability of designated alternate work sites, and may terminate use of a designated alternate work site, at any time.

Section 13.4 Process.

- Any employee wishing to enter into a telework agreement shall submit a DD Form 2946 and associated information to their immediate Supervisor for review and discussion. Supervisors and employees shall work cooperatively to define expectations and productivity goals for each telework period, as is practiced in the office. Employees with a fully satisfactory rating or higher are eligible for application.
- An employee's participation in telework is based on the employee's current position and appropriateness/ability to telework. In the event of a change of Supervisor any existing telework agreement remains in effect, but may be reviewed. Changes in the employee's position would require a new assignment of inclusion into the program. Either Supervisor or employee/designee may request to review an existing telework agreement for consideration of modification or cancellation at any time while the agreement is in effect.
- Should any supervisor not approve a request, the employee may forward the request to the next level supervisor for consideration. The process may continue to the Commander or designee as necessary. Should the request be denied the request will be returned to the first line supervisor who will prepare a reply to the applicant including details listed herein. If an application is not acted upon within 10 working days at any supervisory level the application can be forwarded to the next supervisory level for approval unless otherwise agreed upon by both Supervisor and employee/designee.
- Should any employee, whose telework agreement has been denied, appeal the decision, only the Commander or the Commander's designee can sustain the disapproval of the request for telework. Any telework request that is denied will be returned to the applicant with a written statement indicating reason for denial, ability to re-apply, and opportunities for improving the possibility of approval for a subsequent application, where practicable. Both parties recognize that there may be situations in which disapproval may not be remedied. Any existing telework agreement that is cancelled will be returned to the applicant with a written statement indicating the reason for the change of condition. Denial of a telework application or cancellation/modification of a telework agreement should be based on business and or conduct reasons in accordance with applicable regulations.

- Special circumstance telework/ situational telework for such conditions as medical, weather, COOP, or emergencies will not affect existing regular agreements unless otherwise agreed upon by both Supervisor and employee/designee. In these circumstances the special circumstance telework/ situational telework would be considered in addition to the regular agreement, if the telework periods are not overlapping.

Section 13.5 The Employer will make reasonable efforts to include all willing employees in a telework arrangement, including field personnel, where appropriate. It is recognized that field personnel have occasional, seasonal, and/or specific work that may be applicable to a Situational telework agreement. Opportunities for field personnel to telework should be maximized to the fullest extent.

Section 13.6 Those employees who telework and those who do not will be treated the same for purposes of periodic appraisals of employee performance; training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees; work requirements; or other acts involving the discretion of managers. The agency must consult Office of Personnel Management guidelines on performance management when making determinations on diminished employee performance.

Section 13.7 Both Management and the Union recognize that situations may arise whereby monitoring of an employee's telework may become necessary; examples include but are not limited to abuse of telework, disciplinary actions or abuse of leave. In the event these situations arise it will be management's discretion to determine the proper degree of monitoring needed.

Article 14 – Hours of Work and Leave

Section 14.1. Annual Leave Conflict. It is recognized that the Employer has the right to approve/disapprove leave in accordance with applicable rules and regulations, however, if conflict(s) arise between two or more employees requesting Annual Leave the following should be used for resolution:

- a. The parties shall meet to discuss the conflict and attempt to resolve the conflict through voluntary means
- b. An approved Request for Leave will be honored over new requests
- c. If a. or b. above do not resolve the conflict the request(s) will be honored based on earliest service computation date.

Section 14.2. Workweek Schedules. To the greatest extent possible, the Employer shall strive to not schedule employees for two contiguous workweeks resulting in ten (10) continuous workdays, whenever possible. If this requirement cannot be met and at the employee's or Union's request, the Employer shall document in writing the situation and the reasons for the schedule. The employee and the Union will be provided with a copy of the document.

Section 14.3. Credit Hours. It is recognized that employees in the Unit have substantial responsibility and latitude related to project and personal scheduling and fund utilization. In this light, the use of credit hours to increase efficiencies in time management is encouraged. In accordance with District regulations CELRPR690-1-17 Alternate Work Schedules and CELRPR690-1-1 Maxiflex Alternate Work Schedule and other applicable rules and regulations, credit hours are hours that an employee elects to work, with supervisory approval, in excess of the employees basic work requirement. An employee may use credit hours during a subsequent day, week, or pay period, with supervisory approval, to allow the employee to be absent from an equal number of hours of the employees basic work requirement with no loss of basic pay. No more than 24 credit hours may be carried over to the next pay period and credit hours cannot be converted into overtime hours.

If a Unit employee is denied permission to earn credit hours, and at the request of the employee or Union (with consent of employee), the Employer shall document in writing the reason for the denial and requirements necessary to achieve probable future permission. The document shall be provided to the employee and Union (with consent of employee).

Section 14.4 Overtime. When a supervisor requires an employee to return to their duty station after completion of their work day, the employee will be compensated based on FLSA. For employees working a standard 40 hours per week/8 hour per day work schedule, this situation will result in no less than two (2) hours of compensation. Compensation for employees working special schedules or at an alternative work site will be determined on a case by case basis.

Article 15 - Workplace

Section 15.1. Seat Selection. This section addresses seating assignments to vacant work stations (cubicles) within an organizational Unit (division, branch, section). The Employer will determine seating groups and arrangements to facilitate efficiency of the organization with the primary purpose of mission execution. Upon availability of a vacant cubicle due to any reason, including transfers, relocation, or attrition, Bargaining Unit members may select from available seating based on earliest service computation date. Selection will be within the seating area designated by the Employer for the member's organizational Unit.

Section 15.2. Seating Arrangement. It is recognized that cubicles adjacent to or open to windows are generally desirable. After a decision has been made by the Employer to add, reconstruct, or relocate cubicles used by Bargaining Unit members, the Union shall be afforded the opportunity to participate in the planning process with respect to the layout and orientation of cubicles, beginning with the initial stages of plan development. To the extent feasible within building constraints, fiscal responsibility, and mission requirements, cubicle arrangements shall incorporate, be adjacent to, or open toward windows.

Section 15.3. Workplace Maintenance and Accessibility. The Employer is committed to providing a workplace that is safe, secure, and accessible in accordance with all applicable laws, rules, and regulations; as well as providing a level of comfort conducive to efficient mission execution. As Bargaining Unit members become aware of issues related to the physical maintenance or accessibility of the workplace that detract from the stated goals, the member or the Union may present such issues to the Employer for evaluation and potential resolution. In the Federal Building office space, the Employer will coordinate with GSA to accomplish workplace maintenance or repairs in accordance with the District's lease. The parties understand that GSA controls the space and that resolutions may be limited due to funding. The Employer shall provide a response regarding status of the evaluation and description of potential resolution, as applicable, within 21 days after receipt.

Article 16 - Emergency or Weather Related District Office Closure

Section 16.1. The purpose of this article is to provide procedures for emergency or adverse weather related notifications and closure of the Pittsburgh District Office(s). This article includes the District Office (William S. Moorhead Federal Building) and all offices/facilities where bargaining Unit members are assigned. Management and the Union recognize that each Locks and Dam and Reservoir has unique mission requirements and work schedules will be determined on a facility by facility basis taking into consideration the hazard.

Section 16.2. When an emergency or adverse weather condition occurs, the District Commander, or designee, will make the final decision on office closure (administrative leave), liberal leave or normal working hours. Every effort will be made to have his/her decision disseminated to employees no later than 5:00 a.m. using the following notification methods (in priority order):

- a. Reverse 911 Telephonic Notification System – District employees who have updated their telephone contact information in ENGLink, www.english.usace.army.mil will receive a call from the reverse 911 system providing emergency and/or office closure information and guidance.
 - i. All employees are required to input and update their emergency notification phone numbers in ENGLink. This will be the sole database to pull employee phone numbers.
 - ii. Employees can request assistance with ENGLink from the Readiness Office.
- b. Pittsburgh District Adverse Weather Line – District employees can call the adverse weather line (412-395-7599 or toll free 1-888-395-7599) for a recorded message. This message will be updated promptly if changing conditions result in a changed operational status.
- c. Pittsburgh District Internet Web Site – District employees can visit the District's web site www.lrp.usace.army.mil for an emergency message, guidance and/or update to office closure(s).
- d. Chain of Command – All District employees are encouraged to coordinate and communicate with their supervisors when there is any question, inconsistency, or misunderstanding with respect to emergency notification and/or office closures. The technological processes referenced above do not eliminate the need for direct communication between supervisors and employees. District supervisors and employees are encouraged to share alternate contact information, such as home or mobile phone numbers, to facilitate emergency contacts while out of the work place.

- e. Media – Management may also utilize local media (radio and television) to communicate office operational status. These messages may be general in nature (i.e., the “Federal Building is Closed”) and therefore incomplete. Employees shall verify with their supervisor status of work conditions and specific guidance or use the alternatives listed above. The times and frequency of these announcement are determined by the respective media companies.

Section 16.3. As weather conditions may vary widely within the large commuting area in which District Office employees reside, each individual has the personal responsibility to determine whether it is safe to travel to work even if no closure or liberal leave is announced. Employees should adjust their schedule to cope with anticipated difficult driving conditions or disruptions of public transportation. Supervisors should take into consideration adverse conditions when approving requests for leave.

Section 16.4. When a liberal leave policy is in effect, District Office employees taking advantage of this option must notify their supervisor as soon as possible, but no later than two hours after their normal reporting time if not previously approved.

Section 16.5. Supervisors may approve telework for those employees that have existing telework Agreements to continue executing District missions during periods of liberal leave as referenced in Section 13.4.

Section 16.6. When the Commander has decided to close an office(s), all employees will be placed on administrative leave in accordance with applicable laws, rules, and regulations.

Article 17 – Hand Receipts

Section 17.1. Employees may provide the following remark onto a property hand receipt: The value listed on this receipt is the acquisition cost only. Should a replacement value become necessary a fair market value will be calculated in accordance with applicable laws and regulations.

Article 18 – Reduction In Force

Section 18.1. Reductions in Force (RIF) will be conducted in accordance with regulations in force at the time the RIF is conducted.

- a. Competitive levels. OPM regulations fully define competitive level. The competitive level consists of all positions in the same competitive area which are in the same grade, occupational level, and classification series and which are similar enough in duties, qualification requirement, pay schedules, and working conditions so that the Employer may reassign the incumbent of one position to any of the other positions in the level without undue interruption (see 5 CFR 351.403).
- b. The Employer will freeze all vacancies prior to the effective date of the RIF in accordance with applicable laws, rules and regulations.
- c. Retention of records. The Employer/Civilian Personnel/Human Resources will maintain intact all registers and records relating to the retention standing of affected bargaining Unit members in accordance with applicable laws, rules and regulations (5 CFR 351.505).

Section 18.2. Representation. The Employer agrees that the Union will be notified and has a right to be present during appropriate meetings during all phases of the RIF action. This may include, but not limited to, briefings, other meetings and work sessions but excluding internal management meetings.

- a. If additional official time is required for RIF related activities, the Union shall request the time in advance, in writing, from their supervisor. The mission of the District shall remain the first priority for coordinating time away from the work area.

Section 18.3. When it has been announced that a RIF is necessary, the Employer will publish a bulletin informing employees of RIF procedures and the rights of employees affected by the RIF.

- a. Payment of Credit Hours. Any employee severed or leaving the Pittsburgh District as a result of a RIF will receive payment for all accumulated credit hours at their full hourly rate similar to annual leave payment.
- b. Employee use of Facilities. Employees who are identified for separation or change to a lower grade shall be entitled to responsible use of reproduction equipment, e-mail, mailroom services (but not including franking privileges), fax, VTC (subject to availability), and internet in accordance with CELRP 25-1-16 for job seeking purposes.
- c. Assistance with Unemployment Compensation. Upon request by the employee, the Employer shall provide the employee being separated by RIF with all appropriate

information concerning Unemployment Compensation available to them. The Employer shall provide all necessary information to the local Unemployment Compensation Office. All submittals shall be made expeditiously.

d. As a result of a RIF action, if an employee is offered and accepts a position outside of their commuting area within the Pittsburgh District, she/he will be afforded PCS subject to the provisions of the JTR and/or other applicable regulations.

e. Response Time. Employees may have seven (7) calendar days (but in no case later than the effective date of the action) from the receipt of a notice to respond by accepting or declining offers of continued employment with the District such as, but not limited to, reassignment, change to lower grade, etc. Declination may result in separation from government employment.

Section 18.4. After a RIF is announced the Employer will identify employees who are eligible to retire and provide them retirement counseling if desired.

Section 18.5. When an employee receives a RIF notice, he/she (and their representative) shall be permitted to view the retention list from which his/her name appears and the records which serve as the basis for the foregoing register, in accordance with 5 CFR 351.505. Upon request, the Employer will provide the Union a copy of the retention register for bargaining Unit positions on which the RIF notification is based. The Employer is responsible for ensuring that the Union's/employee's access to the retention records is consistent with both the Freedom of Information Act and the Privacy Act. Both the Union and the Employer recognize the importance of keeping this information confidential.

a. Practice runs. The Employer may conduct practice runs or Mock RIF for the purpose of increased understanding and identifying problems that may adversely impact employees. The Union will be entitled to the same information as agreed to herein, as if an actual RIF had occurred. Both the Union and Management recognize the importance of keeping this information confidential.

Section 18.6. Employees who are separated from Federal Service or changed to a lower grade will be registered in the Priority Placement Program in accordance with applicable regulations.

a. Bargaining Unit members who are adversely affected by a RIF are encouraged to monitor the Employer/Civilian Personnel/Human Resources intranet/internet site(s) and/or the OPM job search web site for vacancy announcements. In addition, affected employees may utilize any internal job announcement system to obtain vacancy announcement information.

Section 18.7. Abeyance of RIF during bargaining. RIF procedures will be held in abeyance pending the outcome of all bargaining, including but not limited to

mediation and impasse proceedings. However, the RIF may proceed under the necessary functioning of the Agency exception, e.g. lack of funds.

Section 18.8. Furloughs in lieu of RIF. Furloughs may be considered in lieu of RIF action if the furlough would mitigate the economic constraints requiring the RIF.

Section 18.9. Employee details. During the RIF period, the Employer shall seek details and vacancies to other agencies for as many employees as possible. The Employer/Civilian Personnel/Human Resources will provide documentation of this effort to the Union upon request.

Section 18.10. In the event the District announces the implementation of RIF processes, the Union reserves the right to reopen Article 18 Reduction in Force. Any reopening under this section will not be counted as a reopening under Article 3, Section 3.1(b). A request to reopen pursuant to this section must be to the District Commander and be made within 14 calendar days of the Agency's Official Notification to the Union concerning the Agency's intent to implement RIF procedures.

Article 19 – Environmental Differential/Hazard Pay

Section 19.1. General Health and Safety

a. The Pittsburgh District and the Union agree to cooperate in a continuing effort to avoid and reduce the possibility of and/or eliminate accidents, injuries and health hazards in all areas under the employer's control and all other applicable work sites. Environmental/Hazard differential pay shall be governed in accordance with 5 CFR 532.511.

b. The District shall, to the extent of its authority, provide and maintain safe and healthful working conditions for all employees. Safe and healthful working conditions shall be determined by the application of Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1), in accordance with the District Violence in the Workplace Policies, the District's Project Physical Security Plans, and all other applicable safety and health codes. The Union and Employer agree that all mandatory safety program training material shall be reviewed and updated as needed.

c. All employees of the Pittsburgh District shall comply with Agency policies and directives relative to the safety and health program and to use personal protective equipment and safety equipment provided by the Agency.

Section 19.2. Duties of Employees and Supervisors.

a. Management has an obligation to ensure that a positive safety environment exists and further guarantees all employees with the right to officially report without fear of retaliation, unsafe or unhealthful working conditions, acts, or equipment and to participate in Agency occupational safety and health programs. An Activity Hazard Analysis (AHA) shall be written or reviewed prior to undertaking of other than routine tasks by the employees and approved by the supervisor. This shall occur before the beginning each work activity involving a type of work presenting hazards not experienced in previous project operations. It is the intent of both parties that existing AHAs should be reviewed by supervisors and employees and updated periodically to meet current conditions, including a review for environmental differential/hazard pay as necessary.

b. Employees shall be alert to possible safety hazards at their work locations and shall correct or secure such hazards if possible. All such hazards shall be brought to the attention of the person in charge. If the hazard cannot be corrected or secured the person in charge shall do the following;

(1) An Activity Hazard Analysis (AHA) shall be developed/or modified and forwarded on to the following shifts by the person in charge.

(2) If a conflict over a safety hazard or issue arises the District Safety Officer or his/her designee shall be asked to intervene to ensure that the matter is corrected with the help of the person in charge. If a conflict still exists over the hazard go to step 3 below.

(3) If the first line supervisor or designee cannot settle the issue he/she shall immediately contact the second line supervisor or designee for assistance. If within reasonable time from notification the issue or hazard is not corrected or settled, the Union may initiate the grievance process.

c. A list of hazardous duties from 5 CFR, Section 532, Subpt. E, Appendix A and this article will be posted or filed at a centralized location at each field project and on Sharepoint site and made available to staff for review upon request.

d. Both the Union and management recognize the need to utilize AHA's but also recognize that certain emergency situations may create a scenario where an AHA does not currently exist or time does not permit review of an existing AHA. In such a situation, when possible, the employee will notify their supervisor, following the chain of command procedures, and then respond to the situation as directed. It is also recognized that life threatening events could arise in which time is so critical that action would preempt communication with the supervisor. In such circumstances, the employee will act within the scope of the employee's job functions and training. If an employee believes that action is outside of their job and/or training, the employee will communicate with emergency services and the supervisory chain as soon as possible. The employee may act under the direction of emergency services as warranted. This may include, but is not limited to, assisting First Responders and other emergency personnel when directed by such trained personnel. After the situation is deemed controlled, there may be a review of the event and a new AHA created or existing AHA revised as necessary.

Section 19.3 Abatement of Unsafe and Unhealthy Working Conditions.

a. The employer shall ensure the prompt abatement of unsafe or unhealthy working conditions.

b. An abatement plan shall be prepared if the abatement of an unsafe or unhealthy working condition shall not be possible within thirty (30) calendar days.

c. Such plan shall contain an explanation of the circumstances of the delay in abatement, a proposed timetable for the abatement, and a summary

of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working condition.

d. The Union and Management both recognize the necessity of a safe work environment. When hazards cannot be effectively removed or "engineered" out of the work environment the Employer has a responsibility to provide safety equipment and personal protective equipment (PPE), and to identify the environments that the PPE must be used. Likewise the employees have a responsibility to properly use the PPE provided by the employer and to be alert for work environments not previously identified in which PPE should be used. Purchase of non-standard or non-traditional PPE by the District shall be allowed on a case-by-case basis after consultation with, and under approval authority of, the employee's first-line Supervisor.

Section 19.4. The Employer shall have as its objective the elimination or reduction to the lowest level possible of all hazards, physical hardships and working conditions of an unusual nature. When management action does not or cannot overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential shall be authorized. Example conditions are described in 19.7 below.

Section 19.5. When the Union believes that a work situation not previously identified qualifies for payment of a differential under the criteria of 5 CFR, Section 532, Subpt. E, Appendix A, it will notify the employer in writing prior to or within ten (10) days of the work occurring, of the title, location and nature of the hazard involved. The Employer and the Union will meet within twenty one (21) calendar days to discuss the matter and the hazard will be documented and if appropriate, authorized. If the Employer determines that the situation does not warrant payment of the differential, the claimant will be notified of such decision. Such notification will be in writing and will give specific reasons as to why the situation is considered not to meet the criteria of Appendix A. The Union may then raise the matter through the grievance procedures.

Section 19.6. When the Employer determines that a work situation previously subject to environmental differential should be excluded from coverage, it will notify the Union of the title, location and nature of the condition that would preclude payment of environmental differential. The Union may request a meeting to discuss the matter; such a request shall be made within thirty (30) calendar days of the initial notification. If agreement is not reached the Union may raise the matter through the grievance procedure or request to reopen the contract and renegotiate the article. A detailed explanation as to why the situation no longer applies under 5 CFR, Section 532, Subpt. E Appendix A will also be provided. The Union may request a meeting to discuss the matter; such a request shall be made within thirty (30) calendar days of the initial notification. If agreement is not reached the Union may raise the matter through the

grievance procedure or request to reopen the contract and renegotiate the article. If a work situation is deemed no longer subject to environmental differential all associated AHAs will be revised to reflect the new circumstances within 21 days of the decision.

Section 19.7 The following are provided as an introductory effort and example of the discussion of hazard mitigation and hazard pay.

Payment Rate (Percent)	Nature of Duty	Location/Personnel
25	<ul style="list-style-type: none"> * Conducting boundary line inspection within hazardous terrain such as, but not limited to cliffs, ledges, unsecure footing, etc. where loss of footing would result in serious injury or death and where the area cannot be avoided or the fall hazard cannot be otherwise mitigated. * Staging inspection boat/skiff and other equipment over guardrail and down steep slope to conduct sluice or other inspections. Appendix A Part I Category 9	All employee(s) performing such actions
25	<ul style="list-style-type: none"> * Responding to an extreme weather event, such as tornado, micro burst, etc., in which the safety of the public and employee may be at risk, and resulting in working at height to clear debris/vegetation during adverse conditions, such as darkness, steady rain, high wind, icing, lightning or similar environmental factors, rendering working at such height hazardous. Appendix A Part I Category 2(b)3	All employee(s) performing such actions
8	<ul style="list-style-type: none"> * Micro-organisms – Exposure to micro-organisms, which involves potential personal injury or death from exposure including but not be limited to: Responding to emergency situations whereby an exposure incident as defined in 29 CFR 1910.1030 has occurred despite the use of PPE. Appendix A Part II Category 6	All employee(s) performing such actions
8	<ul style="list-style-type: none"> * Working as a site representative for the District (i.e. Resident Engineer, Site Inspector, Health Physicist, Project Manager, etc.) or visiting the Shallow Land Disposal Site during active remediation by Corps contractor where the use of PPE is not sufficient or available to eliminate exposure. Active remediation is defined as the period from the start of excavation for removal of waste material to the final removal of the waste material offsite. Appendix A Part II Category 4	

Article 20 – Phones and Electronic Devices

Section 20.1 General. Cell phones, computers, tablet computers, blackberry, radios and similar electronic communication devices have been and continue to be furnished to employees. Both Management and Local 96 recognize that the assignment of communications devices are for the convenience of communication while on duty as well as occasionally in off duty status and both parties will utilize the aspects of communication in a respectful, professional, and responsible manner.

Section 20.2. Expectations and responsibilities as to use and requirements for equipment will be discussed between the employee and supervisor generally when equipment is assigned. The Employee may document the discussion in an e-mail or memo, if desired.

Section 20.3. Assignment of electronic or communication devices to an employee for either permanent or temporary basis does not define an on call or standby status. When deemed necessary, placement in such status deemed will be communicated to employee by the supervisor. If an employee is directed via electronic device to perform work outside of normal duty hours, applicable rules and regulations shall apply.

Section 20.4. Employees may use assigned equipment for limited personal use during off hours in accordance with the LRP policy dated 1 Nov 1999. As with any government furnished equipment, electronic devices are subject to monitoring.

Article 21 – Surveys

Section 21.1. General. It is recognized by all parties that surveys serve to provide information to the District. Typically, surveys are anonymous in nature but this may not be the case for all issues.

Section 21.2. Upon request by the Union, Management will provide the summary survey results. This information will not include any Personally Identifiable Information, voluntarily provided comments by the employees nor individual employee survey data. When appropriate, the data may not also include non-IFPTE related issues/concerns.

Section 21.3. In accordance with Article 5.14, Management will respond to the Union request for information within twenty-one (21) days of the request. The Union may make a request for information at the time that the survey is conducted. The request for information will be sent to the Labor Relations Specialist.

Section 21.4. This article only applies to surveys initiated by the District or where the results of the survey contain information specific to the Pittsburgh District.

In witness hereof the parties hereto by their authorized representatives have executed this Agreement on this 30th day of July 2014

AGENCY

By **FICHERA.THOMAS**
S.J.1229220280

Digitally signed by FICHERA.THOMAS X.1229220280
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Date: 2014.07.30 12:05:17 -0400

Thomas J. Fichera

Chief Negotiator
Pittsburgh Engineer District
Army Corps of Engineers

Negotiating Committee

MCHUGH.THOMAS
X.1229226246

Digitally signed by MCHUGH.THOMAS X.1229226246
DN: c=US, o=U.S. Government, ou=DoD, ou=PEL, ou=USA, ou=MCHUGH.THOMAS X.1229226246
Date: 2014.07.30 12:41:44 -0400

Thomas X. McHugh

MCGARTLAND.TERREN
CEJ.1405417770

Digitally signed by MCGARTLAND.TERREN CEJ.1405417770
DN: c=US, o=U.S. Government, ou=DoD, ou=PEL, ou=MCGARTLAND.TERREN CEJ.1405417770
Date: 2014.07.30 12:51:24 -0400

Terrence J. McGartland

SKORNICK.EVAN.M.14120
09238

Digitally signed by SKORNICK.EVAN.M.14120 09238
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Date: 2014.07.30 11:21:04 -0400

Evan Skornick

ZEVENY.DENNIS.J.124
9349085

Digitally signed by ZEVENY.DENNIS.J.124 9349085
DN: c=US, o=U.S. Government, ou=DoD, ou=PEL, ou=USA, ou=ZEVENY.DENNIS.J.124 9349085
Date: 2014.07.30 11:01:47 -0400

Dennis J. Zeveney

UNION

By



Digitally signed by
ANDREKO.DAVID.F.1229028509
Date: 2014.07.30 12:05:17
-0400

David F. Andreko, President

International Federation of
Professional and Technical
Engineers, Local # 96
Pittsburgh, PA.

Negotiating Committee

LENART.WILLIAM
M.J.1229122351

Digitally signed by LENART.WILLIAM M.J.1229122351
DN: c=US, o=U.S. Government, ou=DoD, ou=PEL, ou=USA, ou=LENART.WILLIAM M.J.1229122351
Date: 2014.07.30 12:04:46 -0400

William J. Lenart

KRAYNAK.KYLE.1367221174

Digitally signed by KRAYNAK.KYLE.1367221174
DN: c=US, o=U.S. Government, ou=DoD, ou=PEL, ou=USA, ou=KRAYNAK.KYLE.1367221174
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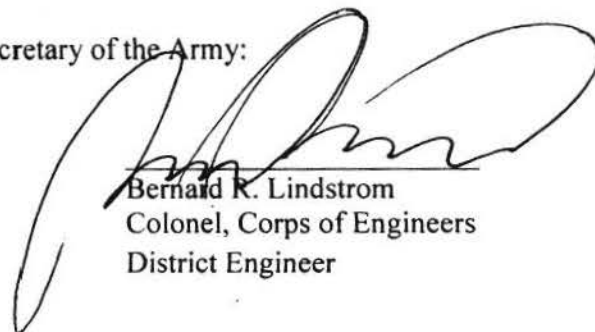
Kyle Kraynak

NOGROSKI.KEVIN.S.11986102
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Date: 2014.07.30 11:01:47 -0400

Kevin S. Nogroski

Signed Under the Authority Designated by the Secretary of the Army:


Bernard R. Lindstrom
Colonel, Corps of Engineers
District Engineer

Appendix A – Grievance Form

1. Name (Grievant):

2. Position:

3. Division/Office, Branch, and Section:

4. Immediate Supervisor:

5. Date of Incident Leading to this Grievance:

6. Description of Incident Leading to this Grievance:

7. Statement of Grievance:

8. Contract Articles and Sections you Allege have been Violated:

9. Indicate how these Articles/Sections have been Violated:

10. Specific Relief you are Requesting:

11. Union Representative (if used):

12. Signature and Date:

Step 1

* Asterisks indicate these items for use of supervisor only.

* Date Received:

* Date of Meeting Held Pursuant to Article 8.6 Section e.:

* Decision:

* Name of Supervisor:

* Signature and Date:

13. I am seeking a review of the decision of my immediate supervisor.

Signature and Date:

Union Representative:

Step 2

* Asterisks indicate these items for use of division/office or branch chief only.

* Date Received:

* Date of Meeting Held Pursuant to Article 8.6 Section e.:

* Decision:

* Name of Second Level Supervisor (or designee):

* Signature and Date:

14. I am seeking a review of the decision of the division/office or branch chief.

Signature and Date:

Union Representative:

Step 3

* Asterisks indicate these items for use of division/office chief only.

* Date Received:

* Date of Meeting (if any) Held Pursuant to Article 8.6 Section e.:

* Decision:

* Name of Third-Level Supervisor (or designee):

* Signature and Date:

15. IFPTE, Local 96 requests arbitration of the above grievance.

Name and Title:

Signature and Date:
