

# Collective Agreement

Between Corps of Engineers  
Portland District  
And  
National Federation of Federal Employees  
Federal Lodge 7  
International Association of Machinists and Aerospace Workers

Article	Name of Article	Page
	Table of Contents.....	1
	Preamble.....	2
1	General Provisions.....	3
2	Mutual Rights and Obligations.....	5
3	Rights of Employees.....	8
4	Negotiation.....	10
5	Grievances.....	11
6	Arbitration.....	16
7	Child Care and Fitness Facilities.....	18
8	Hours of Work and Overtime.....	19
9	Orientation of New Employees.....	23
10	Pay Administration and Environmental Differential....	24
11	Personnel Files.....	25
12	Training.....	26
13	Position Descriptions.....	27
14	Performance Plans and Appraisals.....	28
15	Merit Promotion.....	30
16	Awards.....	32
17	Absence and Leave.....	33
18	Safety and Health.....	36
19	Equal Employment Opportunity.....	40
20	Travel.....	41
21	Employee Assistance Program.....	42
22	Actions Based on Unacceptable Performance.....	44
23	Disciplinary and Adverse Actions.....	45
24	Reduction in Force.....	48
25	Commercial Activities.....	50
26	Voluntary Allotment for Payment of Membership Dues..	52
27	Official Time.....	53
28	Official Facilities and Services.....	57
29	Smoking Policy.....	59
30	Terrorism and Criminal Activities.....	60
31	Drug Free Work Place.....	61
32	Telework .....	62
33	Duration and Effective Date of Agreement.....	63
	Signature Sheet.....	64

## **PREAMBLE**

Under the policy set forth by the Federal Labor-Management Relations Statute (5 USC Chapter 71), the following articles of this agreement, together with any and all supplemental agreements which may be agreed to at a later date, constitute the total agreement by and between Portland District, Corps of Engineers, hereinafter referred to as the Employer and the National Federation of Federal Employees, Federal Lodge 7, International Association of Machinists and Aerospace Workers, referred to as NFFE FL7 IAMWA, representing the employees in the unit described below, hereinafter referred to as employee or employees.

All references to employees in this agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both female and male employees.

It is the intent and purpose of the parties hereto to promote and improve efficient administration of the Federal service and the well being of employees within the meaning of 5 USC Chapter 71, to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting general conditions of employment within the jurisdiction of the Employer, and to provide means for amicable discussion and adjustment of matters of mutual interest.

It is recognized by the parties hereto that labor organizations and collective bargaining in the Civil Service are in the public interest. This Agreement includes references to and excerpts from federal law and regulation. The excerpts are included for the convenience of the reader. In some cases, only a portion of the law or regulation is excerpted. It is recognized by the parties that any portion of the law and/or regulation not excerpted remains in full force and effect. Employees may want to review and refer to the various laws and/or regulations when using this Agreement. Public Laws, United States Code, Federal Regulations, etc. may be accessed or obtained from a variety of sources including the following web sites:

<http://www.opm.gov/references/index.htm>

<https://www.nwp.usace.army.mil/im/r/regs/>.

Also, various search engines may be used.

## ARTICLE 1

### GENERAL PROVISIONS

**1.1 RECOGNITION:** The Employer recognizes that NFFE FL7 IAMAW, which was granted exclusive recognition June 10, 1971, is the exclusive representative of all employees in the bargaining unit described in Section 1.2 below. In the administration of all matters covered by this agreement, officials and employees are governed by applicable laws, policies, and regulations. The Employer recognizes duly elected NFFE FL7 IAMAW officers and officials designated by NFFE FL7 IAMAW, including Stewards.

**1.2 UNIT:** The unit to which this agreement is applicable is composed of all employees of the Portland District, US Army Corps of Engineers, serving under career, and career-conditional appointments, EXCEPT the following: all professionals, managers, supervisors, security personnel, all employees in other exclusive bargaining units, and others defined in 5 USC 7112(b).

**1.3 UNION OFFICIAL, UNION REPRESENTATIVE AND UNION STEWARDS:** Union officials are any accredited national representative of the Union; Union representatives are any duly elected or appointed local official of NFFE FL7 IAMAW; Stewards are appointed and designated employee representatives.

**1.4 DEFINITIONS:** Relevant terms used in this agreement shall have the same meaning as defined in the Federal Service Labor-Management Relations Statute, at 5 USC 7103(a).

**1.5 SUPERVISOR:** An individual employed by an Agency having authority in the interest of the Agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority.

**1.6 MANAGEMENT OFFICIAL:** An individual employed by an Agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the Agency.

**1.7 COLLECTIVE BARGAINING:** The performance of the mutual obligation of the representative of an Agency and the exclusive representative of employees in an appropriate unit in the Agency to meet at reasonable

times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession.

**1.8 CONFIDENTIAL EMPLOYEE:** An employee who acts in a confidential capacity with respect to an individual who formulates or effectuates management policies in the field of labor-management relations.

**1.9 CONDITIONS OF EMPLOYMENT:** Personnel policies, practices, and matters, whether established by rule, regulations, or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters -

a. Relating to political activities prohibited under Title 5, USC, Chapter 73, subchapter III;

b. Relating to the classification of any position; or

c. To the extent such matters are specifically provided for by Federal statute.

**1.10 PROFESSIONAL EMPLOYEE:** An employee engaged in the performance of work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities).

**1.11 IMPASSE:** The inability of representatives of the Employer and NFFE FL7 IAMAW to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

**1.12 NEGOTIABILITY DISPUTE:** A disagreement between the parties as to the negotiability of an item.

**1.13 FORMAL DISCUSSION:** A meeting would be classified as a formal discussion when one or more representatives of the Agency and one or more bargaining unit employees are present to make or discuss decisions concerning any grievance or any personnel policy or practices or other general condition of employment.

**1.14 "WEINGARTEN" MEETING:** Means that all of the following conditions must be met:

a. one or more management representatives is examining (questioning) the bargaining unit employee in connection with an

investigation; and

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

**c.** the bargaining unit employee requests Union representation.

**1.15 DAYS:** For the purposes of this agreement, all references to days will be calendar days.

ARTICLE 2

**MUTUAL RIGHTS AND OBLIGATIONS**

**2.1 GOVERNMENT REGULATIONS:** In the administration of all matters covered by this agreement, the Employer, NFFE FL7 IAMAW and the employees are governed by laws, government-wide rules and regulations, and Department of the Army and Corps of Engineers regulations. The provisions of this agreement shall not nullify or abridge the rights of the employees, NFFE FL7 IAMAW, or the Employer as established by Federal Service Labor-Management Relations Statute (5 USC Chapter 71).

**2.2 MANAGEMENT RIGHTS RETAINED:** The Employer retains all management rights contained in 5 USC 7106. Nothing in this agreement shall affect the authority of the Employer:

a. to determine the mission, budget, organizations, 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 appointment from:

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

(b) any other appropriate sources, and

(4) to take whatever actions may be necessary to carry out Agency missions during emergencies.

**2.3 RECOGNITION:**

a. NFFE FL7 IAMAW is the exclusive representative, as defined in 5 USC 7111, of the employees in the bargaining unit and is entitled to act for these employees. NFFE FL7 IAMAW is responsible for representing the interests of bargaining unit members without regard to Union membership.

b. The Employer recognizes duly elected officers of NFFE FL7

IAMAW. In addition to the elected officials the Employer recognizes the Steward, as appointed by the Local. NFFE FL7 IAMAW shall provide to the Employer a list of names and titles of officers and Stewards on an annual basis or whenever changes occur. A list of officers and Stewards will be provided the Employer within 30 days following the signing of the Agreement.

c. NFFE FL7 IAMAW shall have the exclusive right to act for the employee in the negotiation of an agreement covering all the employees in the unit.

#### **2.4 REPRESENTATION:**

a. The Employer agrees to meet with NFFE FL7 IAMAW and consult or negotiate in accordance with Article 4, Negotiation.

b. NFFE FL7 IAMAW will be afforded the opportunity to be represented or be present at formal discussions between representatives of the Employer and employees or employee representatives concerning grievances, and personnel policies and practices, or other matters affecting general working conditions of such employees.

#### **2.5 RESPONSIBILITIES:**

a. Internal Union business such as but not limited to solicitation of memberships, collection of dues or other assessments, distribution of Union literature, posting of Union literature will be conducted during non-duty hours. The Employer recognizes the need for employees to communicate among themselves for fulfilling a meaningful right to organize for collective bargaining. In meeting this need NFFE FL7 IAMAW members are permitted to conduct meetings between members during non-work hours, when participants are in a non-work status. Meetings will not disrupt work or otherwise adversely impact the performance of individuals or the organization in which meetings are conducted.

b. The NFFE FL7 IAMAW agrees to promote safe work attitudes, high productivity and high quality performance in the bargaining unit.

#### **2.6 STEWARDS:**

a. The Stewards shall be recognized as both employees and as representatives of the employees. Both of these functions are recognized as in the best interest of the Agency. In order to assure that each employee shall have access to representation, Stewards may speak with any group of bargaining unit employees or supervisors as necessary to fulfill their representational function.

b. Stewards may receive and investigate employee complaints or grievances during duty hours, exercising care in the amount of time

spent on such matters. Official time, as provided for in Article 27, Official Time, will be granted Stewards and NFFE FL7 IAMAW elected officers without the loss of leave or pay for representation, discussion or meetings with supervisors or management officials, and to meet with employees or NFFE FL7 IAMAW officials to discuss current grievances. Stewards will notify their supervisors prior to leaving their normal duty assignments to conduct their authorized activities as described in Article 27.3, and will advise the supervisor upon return to normal duties.

**c.** A Steward will function as the Union representative of any NFFE FL7 IAMAW bargaining unit member. Any elected officer of NFFE FL7 IAMAW may perform the duties of Steward. The Union will designate the Steward or officer to handle a particular grievance, investigation, negotiation or any other task appropriate for a Union official to handle. The assignment of a Steward will be made with the expertise of the Steward and the geographic location of the employee in mind; however, assignment of the Steward will be made taking into consideration management concerns for workload and coverage.

**d.** An employee has the responsibility to coordinate time away from their duties with his/her supervisor. Part of this responsibility includes coordinating the time to meet with their Union Steward during duty time. The employee is not obligated to inform their supervisor that the purpose of being away from their duties is to meet with his/her Union Steward. Occasionally, when there is difficulty coordinating the release of the employee, the Union Steward will make arrangements with the supervisor of the employee to establish mutually agreeable times to meet.

## **2.7 COMMUNICATION:**

**a.** Written communication such as correspondence on changes in working conditions, reduction in force, etc. will be provided to the designated point of contact.

**b.** The Employer and NFFE FL7 IAMAW will designate a principal point of contact for conducting business with each other. The principal contact is not to replace the day-to-day contact between Stewards and supervisors.

**c.** Stewards will be allowed to conduct a conference call on official time as defined in Article 27, Official Time, for representational duties, as required.

## ARTICLE 3

### RIGHTS OF EMPLOYEES

**3.1 GENERAL:** Each employee may elect to bring matters of personal concern directly to their supervisor or other appropriate officials in informal discussions without NFFE FL7 IAMAW representation or notification to NFFE FL7 IAMAW of such a meeting.

**3.2 RIGHTS:** The Union and the Employer recognize the employees' rights under the Federal Service Labor-Management statute as covered in 5 USC 7102. Each employee shall have the right to form, join or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under 5 USC Chapter 71, this grievance procedure, or any other available procedure for redressing wrongs to an employee. Except as otherwise provided, such rights include the right:

a. To act for NFFE FL7 IAMAW in the capacity of a representative at NFFE FL7 IAMAW's request.

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees.

**3.3 UNION MEMBERSHIP CHOICE:** Nothing in this agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

**3.4 DISCRIMINATION:** No employee will be unlawfully discriminated against by either the Employer or NFFE FL7 IAMAW because of race, color, religion, sex, national origin, age, physical or mental handicap, marital status, lawful political affiliation or labor organization membership.

**3.5 REPRESENTATION:** In grievances filed in accordance with this collective bargaining agreement, employees may either represent themselves or they may be represented by NFFE FL7 IAMAW. In statutory appeals, they have the right to be represented by anyone of their choosing. After coordinating with his/her supervisor in accordance with Article 2.6d, bargaining unit employees will be provided a reasonable and necessary amount of duty time to meet with their Union representative for the following activities:

a. Preparing or presenting grievances under this agreement.

b. Providing information in connection with the investigation of a grievance or unfair labor practice charge.

c. Serving as a witness in a grievance or arbitration hearing.

d. Preparing a written reply or making an oral reply to a notice of proposed adverse action.

e. Participation in meetings related to this agreement at the request of management.

f. Travel in connection with the foregoing activities if approved in advance by the Employer.

**3.6 INVESTIGATION RIGHTS:** The Employer shall inform the employee of their rights under 5 USC 7114 (a)(2)(B) prior to any examination of the employee in connection with an investigation if the Employer reasonably believes that the examination may result in disciplinary action against the employee. Failure to notify the employee shall not be construed as harmful error.

**3.7 ACCOUNTABILITY:** Employees are accountable for satisfactory work performance, fitness for duty, adherence to safety rules, and observance of work schedule. Employees may not engage in outside employment which interferes with the above statement of accountability within this context. An employee has a right to conduct his/her private life as he/she deems fit, with the understanding that certain kinds of off-duty misconduct may serve as the basis for disciplinary action.

**3.8 INFORMATION TECHNOLOGY:** The Employer and NFFE FL7 IAMAW recognize the mutual benefit for both management and employees to use all forms of Information Technology (i.e. PC's, LAN, email, internet) to communicate and conduct official business. The Employer promotes usage of such forms of communication and provides the tools, training, and duty time access to such tools to the degree required for official business. Employees are responsible to utilize available training and other resources to assist in the accomplishment of official business activities. It is recognized that some Information Technology usage is required for job performance.

**3.9 MSPB:** Under Merit Systems Protection Board (MSPB) procedures, an employee who is found to have been affected by an unjustified or unwarranted personnel action which has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials of the employee is entitled, on correction of the personnel action, to receive reasonable attorney's fees related to the personnel action, awarded in accordance with standards established under 5 USC 7701(g) and upon decision by appropriate authority under applicable law, rule and regulation.

## ARTICLE 4

### NEGOTIATION

**4.1 COLLECTIVE BARGAINING:** As defined in 5 USC 7103(a)(12), Collective Bargaining means the performance of the mutual obligation of the parties to meet at reasonable times, on a timely basis, and bargain in a good faith effort to reach agreement with respect to conditions of employment in a manner which will further the public interest. The parties agree that this agreement shall constitute the master labor agreement between the parties. Nothing in this article is intended to usurp management rights contained in 5 USC 7106.

**4.2 NOTIFICATION AND RESPONSE:** When the Employer proposes to make a change affecting the working conditions of bargaining unit members, they shall notify NFFE FL7 IAMAW in accordance with Article 2.7(a). The notification of change will be presented to NFFE FL7 IAMAW as far in advance as possible, but not less than twenty-one (21) days. The notification shall include the full text of the proposed change(s). Within seven (7) days, NFFE FL7 IAMAW shall notify the Employer if they wish to negotiate on the change. Within a reasonable amount of time, determined by the complexity and magnitude of the proposed changes, but not more than ten (10) days after notifying the Employer of the desire to negotiate on the change, NFFE FL7 IAMAW shall present comments or counter-proposals to the Employer. NFFE FL7 IAMAW shall be granted official time to prepare the counter-proposals and prepare for negotiations. The Employer agrees to give the Union the opportunity to negotiate prior to making any changes in personnel policies, practices and matters affecting working conditions.

**4.3 NEGOTIATIONS:** The Employer and NFFE FL7 IAMAW negotiators shall meet in equal numbers and on official time to negotiate over the proposed changes. Prior to negotiations, parties will establish mutually agreeable ground rules; including such items as hours of negotiations, and number of people involved in negotiations.

**4.4 IMPASSE:** When the parties to the agreement cannot agree on an otherwise negotiable matter, either or both parties may seek the services of the Federal Mediation and Conciliation Service and the Federal Service Impasses Panel. However, if both parties are agreeable they may use a Mediator/Arbitrator or other means of alternative dispute resolution to resolve the issue.

**4.5 PAST PRACTICES:** All past practices which are not inconsistent with this agreement will be treated for all purposes as if they were incorporated into this agreement. Laws, government-wide regulations, and this agreement take precedence over past practices.

## ARTICLE 5

### GRIEVANCES

**5.1 GENERAL:** Employee(s) and their representative will be free from restraint, interference, coercion, discrimination, or reprisal in airing a grievance and seeking its adjudication. The Employer and NFFE FL7 IAMAW recognize the importance of settling grievances promptly, fairly, and in a manner that will maintain the self-respect of the employee(s) and be consistent with the principles of management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

**5.2 DEFINITION:** Grievance means any complaint:

- a. By any bargaining unit employee concerning any matter relating to the working condition of the employee;
- b. By NFFE FL7 IAMAW concerning any matter relating to the working condition of any employee of the bargaining unit; or
- c. By any employee, NFFE FL7 IAMAW or the Employer concerning:

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

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

**5.3 EXCLUSIONS:** This grievance procedure does not apply to:

- a. any claimed violation of 5 U.S.C. Chapter 73, Subchapter III, relating to prohibited political activities (Hatch Act);
- b. retirement, life insurance or health insurance;
- c. a suspension or removal under 5 U.S.C. 7532 (national security reasons);
- d. any examination, certification or appointment;
- e. the classification of any position which does not result in the reduction in grade or pay of an employee;
- f. employee separations as a result of a reduction in force (reference Article 24);
- g. non-selection for promotion from a group of properly ranked

and certified candidates;

h. a warning of an action, which if the action is effected, would be covered under this procedure or statutory appeals procedure;

i. an action which terminates a temporary promotion for a legitimate reason;

j. the substance of the performance standards of an employee's position which have been established in accordance with applicable law and regulation.

k. the granting of or failure to grant an employee performance award or a quality increase

l. the termination of an employee during their probationary term of employment; and.

m. the adoption or failure to adopt an employee suggestion or invention.

**5.4 APPLICATION:** An employee who does not choose to be represented by NFFE FL7 IAMAW may represent himself/herself; however, NFFE FL7 IAMAW will be given the opportunity to be present at all formal discussions conducted under the grievance proceedings, and any relief granted by the Employer shall be consistent with the terms of this agreement. An employee or NFFE FL7 IAMAW shall present a grievance concerning a particular act or occurrence within thirty (30) days of the date of the act or occurrence or the employee's awareness of the act or occurrence. An employee or NFFE FL7 IAMAW may present a grievance concerning a continuing condition or practice at any time. Prior to the formal filing of a grievance, an employee or NFFE FL7 IAMAW may seek informal resolution of a complaint by bringing the matter to the attention of the first and second line supervisor(s). If the matter is not resolved informally, the employee or NFFE FL7 IAMAW, in the case of a Union grievance, may file a formal grievance.

**5.5 ALTERNATE DISPUTE RESOLUTION (ADR):** The parties recognize the use of Alternate Dispute Resolution (ADR) as a voluntary attempt at dispute resolution. ADR techniques include a broad range of approaches for dealing with conflict and seeking solutions satisfactory to all parties. Either party may propose the use of ADR for resolution of a grievance at any stage of the grievance procedures and prior to invoking arbitration. The party proposing ADR shall submit their proposal to the other party in writing. The non-proposing party may accept or reject the proposal at their sole discretion. The acceptance or rejection shall be in writing and shall be delivered to the proposing party within ten (10) days of receipt of the proposal. Failure to respond to the proposal within ten (10) days of receipt shall be considered a rejection of the proposal for ADR. If the parties agree to a form of ADR, the party that proposed the ADR

shall be responsible for notifying and requesting the services of the ADR service. The ADR service will be selected by mutual agreement of both parties. The parties shall execute a written agreement with the provider of the ADR service pertaining to confidentiality of the process before commencing with the process. In the event the ADR process results in resolution of the grievance, such resolution shall be formally documented in a settlement agreement executed by the parties. Either party may terminate the ADR process at any time prior to or during the ADR process by written notice to the other party. The use of ADR will serve to suspend the time limits of this Article between the date the parties enter into an agreement to use ADR and the date a party delivers a notice of termination of the ADR process.

**5.6 PROCEDURE:** For those matters that are grievable, this procedure shall be the exclusive procedure for the parties and employees. However, nothing in this section shall prevent employees from exercising the option of appealing adverse actions or actions for unacceptable performance to the Merit Systems Protection Board or processing prohibited personnel practice defined in law through the statutory appeal process, provided that the employee has not filed a grievance in writing on the matter in accordance with this agreement. The following steps shall be followed to resolve any employee or NFFE FL7 IAMAW grievance:

**Step 1.** All grievances shall be filed in writing on the Negotiated Grievance Form and presented to the first-line supervisor unless the Employer and NFFE FL7 IAMAW or the employee agree that another level of supervision is appropriate. The grievant will clearly state the nature of the grievance, the facts of the case and the corrective action or relief sought by the grievance. A written decision will be given to the grievant within ten (10) days after the presentation of the grievance. Included in this decision shall be a statement that if the grievant is dissatisfied with the decision at Step 1, the grievance may be appealed to the Step 2 official within ten (10) days.

**Step 2.** The Step 2 official shall be the Division/Office Chief except where he/she does not have authority to resolve the matter; in this case, the Step 2 official shall be the Deputy Commander. The grievant will provide a written explanation as to why he/she was not satisfied with the Step 1 grievance results. Upon receipt of the grievance, the Step 2 official shall, within ten (10) days render a written decision, giving a copy to the grievant. If not satisfied with the decision at this level, NFFE FL7 IAMAW shall have twenty-one (21) days after receipt of the decision by the Step 2 official to invoke arbitration. An employee who is not represented by NFFE FL7 IAMAW in his/her grievance does not have any right to invoke arbitration.

**5.7 TIME LIMITS:** Time limits in this Article may be extended by mutual consent of the parties. The parties agree to respond to the

grievance within the time allowed. However, if the parties are unable to do so, the reason for the delay will be stated and an extension of the time limits may be agreed upon. Requests for time extensions shall be submitted prior to the expiration of a time limit, and shall be supported by a showing of good cause. The Labor Relations Specialist for the Portland District has the authority to accept grievances or grant time extensions in the absence of the appropriate Step 1 or 2 official or their designees.

**5.8 EMPLOYER GRIEVANCES:** The Employer shall present a grievance concerning a particular act or occurrence within thirty (30) days of the date of the act or occurrence or their awareness of the act or occurrence. The Employer may present a grievance concerning a continuing condition or practice at any time.

**Step 1.** All Employer grievances shall be filed in writing using the Negotiated Grievance Form and be presented to the Chief Steward. A written decision shall be given to the Employer within ten (10) days after the presentation of the grievance. Included in this decision shall be a statement that if the Employer is dissatisfied with the decision at Step 1, then the Employer may file to the President of NFFE FL7 IAMAW at Step 2 within ten (10) days.

**Step 2.** Upon receipt by the President of NFFE FL7 IAMAW of an Employer grievance, the President will have ten (10) days to render a decision and deliver it to the Employer. If the decision is not satisfactory, the Employer may invoke arbitration within twenty-one (21) days after receipt of the President's decision.

**NEGOTIATED GRIEVANCE FORM  
PORTLAND DISTRICT CORPS OF ENGINEERS/NFFE FL7 IAMAW**

Name of Grievant

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Office Symbol

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Step      Grievance.    Nature of Grievance:

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Corrective Action Desired:

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Employer Decision and Reason Therefore:

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Signature \_\_\_\_\_ Date

\_\_\_\_\_

Name of Representative:

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date

\_\_\_\_\_

Grievance Received By \_\_\_\_\_ Date

\_\_\_\_\_

## ARTICLE 6

### ARBITRATION

**6.1 INVOKING ARBITRATION:** A request for arbitration may be invoked only by NFFE FL7 IAMAW or the Employer and will be invoked only after all procedural steps have been properly pursued by the parties to resolve the dispute in accordance with Article 5, Grievances. Official Time is provided for NFFE FL7 IAMAW to participate in the arbitration process in accordance with Article 27.

**6.2 WITHDRAWING ARBITRATION:** The party initiating a request for arbitration may request withdrawal of the case from arbitration at any time. Where a grievance has been withdrawn it is considered that any request for arbitration is withdrawn (such action by the parties is binding on all parties and therefore should normally be done prior to selection of an arbitrator).

**6.3 GRIEVABILITY/ARBITRABILITY DETERMINATIONS:** The arbitrator shall have the authority to make all grievability and/or arbitrability determinations providing it is in accordance with law, rule and regulation and FLRA decisions. Questions of arbitrability shall be submitted by either party to the arbitrator in writing and be decided prior to any hearing, unless otherwise mutually agreed upon. Disputes as to whether a matter is grievable or arbitrable may be resolved to the extent possible by the parties themselves on the basis of staff guidance solicited from the Northwestern Division, the Headquarters US Army Corps of Engineers, NFFE FL7 IAMAW, and the Office of Personnel Management. However, these requests for guidance shall not be allowed to modify any time limits unless mutually agreed by the parties. A question of grievability or arbitrability that is not raised in writing within ten (10) days prior to the arbitration hearing will be considered waived for arbitration purposes.

**6.4 SELECTING AN ARBITRATOR:** Within seven (7) days after receipt of a request for arbitration, the parties shall jointly or separately request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within fourteen (14) days after receipt of such a list of arbitrators, the parties shall meet to select an arbitrator. If they cannot mutually agree upon one of the listed arbitrators, then NFFE FL7 IAMAW representative and the Employer representative shall each alternately strike one arbitrator's name until only one name remains. The first party to strike shall be determined by a toss of a coin. Within seven (7) days after receipt of the arbitrator's consent to arbitrate the matter, the parties shall meet to attempt to prepare a joint stipulation of the facts in dispute, or the parties may use the expedited procedure of Article 6.7, below. In either case, the moving party shall bear the burden of forwarding the entire file to the arbitrator and concurrently furnishing the other party with a

copy. The time limits in this paragraph may be extended upon mutual agreement of the parties.

**6.5 REFUSING SELECTION:** If, for any reason, one party refuses to participate in the selection of an arbitrator, then the other party shall select an arbitrator.

**6.6 FEES, EXPENSES, AND TIME LIMITS:**

a. The arbitrator's fees and the expense of arbitration shall be borne by the losing party, except that in any decision not clearly favoring one party's position over the other, the arbitrator may specify that all costs should be borne equally by the parties.

b. The Employer and NFFE FL7 IAMAW mutually agree that it is beneficial to complete the arbitration process in a timely manner and at a reasonable cost. Upon selecting an arbitrator, and prior to the hearing, the parties and the arbitrator shall agree on a time limit for the issuance of the award by the arbitrator. The time limit shall generally be no more than 60 days after the hearing, or after the closing of the record if the arbitrator allows the parties to submit additional evidence into the record after the hearing. If the parties cannot reach an agreement on the time limit with the arbitrator, then they shall request another list of arbitrators from the FMCS. In the event the arbitrator does not issue the award within the agreed upon time limit, including agreed upon extensions, then the arbitrator's fee will be reduced by 10% for each week over the time limit.

c. The arbitration hearing will be held, if possible, on the Employer's premises and during the regular day shift hours. The parties agree that the minimum number of relevant witnesses who have a direct knowledge of the circumstances and bearing on the case will be called. The relevancy or necessity of a witness shall be determined by the Arbitrator prior to the hearing. Both parties agree to exchange lists of witnesses not later than five (5) days prior to the scheduled date of the hearing. The grievant(s) and any employee called as a witness will be in a duty status. Portland District employees who are Union representatives on official time or called as relevant witnesses will be entitled to travel and per diem expenses to participate in the arbitration hearing.

**6.7 EXPEDITED ARBITRATION:** When both parties agree on the facts and a hearing would serve no useful purpose, then each party shall submit their arguments to the arbitrator with a written request for a decision based on the jointly stipulated facts. A mutually agreeable time limit for a decision may be imposed on the arbitrator.

**6.8 ARBITRATOR'S AWARD:** The arbitrator's award shall be binding on the parties except that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority. When an exception is filed, implementation of the award may be requested of

the FLRA.

**6.9 ARBITRATOR POWERS:** The arbitrator shall have no power to add to, subtract from, disregard or modify any terms of this agreement.

## ARTICLE 7

### CHILD CARE AND FITNESS PROGRAMS

**7.1 GENERAL.** NFFE FL7 IAMAW and the Employer recognize the importance of quality, affordable child care and physical fitness programs for employees. Therefore, the Employer agrees to provide facilities and services on the premises of the District office for the use of District employees in accordance with the provisions of applicable laws and regulations. NFFE FL7 IAMAW and the Employer recognize these facilities will be a joint venture between the U.S. Forest Service, the Bureau of Land Management, and the Portland District Corps of Engineers, with services provided to the employees of each organization. At facilities other than the District office, child care and fitness programs may be provided in accordance with paragraphs 7.2 and 7.3

**7.2 CHILD CARE FACILITIES.** NFFE FL7 IAMAW and the Employer recognize that child care facilities will be operated by other corporations, as applicable, organized under the laws of the State of Oregon, in accordance with the agreements between the United States Army Corps of Engineers, Portland and other Federal agencies and corporations, as applicable.

**7.3 FITNESS PROGRAMS.** Fitness programs are an important component of an employee's health and wellness, and contribute to the overall effectiveness of the USACE. Employees are encouraged to develop and participate in a personal fitness program. Continuing health and fitness activities are encouraged through accommodations such as flexible work schedules but are conducted during non-duty hours. In accordance with 5 USC 7901 and AR 600-63 (Army Health Promotion), the Employer is authorized to establish, within limits of appropriations available, health programs for employees. The Employer is responsible for determining the extent of services to be provided and the methods for providing them. Under 5 USC 7901, the Employer is authorized to expend funds in support of fitness programs.

## ARTICLE 8

### HOURS OF WORK AND OVERTIME

#### 8.1 STANDARD WORK SCHEDULE:

a. The standard workday shall consist of eight (8) hours per day except where Alternative Work Schedules are used as provided by law.

b. The standard workweek shall consist of 40 hours and normally shall include five (5) consecutive workdays scheduled Monday through Friday.

c. If possible, a minimum of 48 hours advance notice shall be given employees for any temporary change in work hours except in cases of emergency situations. The Union shall be informed of any change in work hours that affects more than three (3) bargaining unit employees, is intended to last for more than three (3) weeks, and which is not intended to accommodate training requirements of the employee.

#### 8.2 OVERTIME:

a. Overtime assignments will be distributed as equitably as possible among employees qualified for the assignment. The Employer will provide NFFE FL7 IAMAW, upon written request, necessary information concerning overtime hours worked to aid in resolving alleged inequities in overtime assignments, upon NFFE FL7 IAMAW identifying the employees upon whom the inequities took place and the specifics of the jobs which created the inequities.

b. If an employee does not desire to work overtime, the Employer will make a reasonable effort to accommodate the employee's request. Transportation problems, baby sitting or other family considerations, or health reasons will be prime considerations for being relieved from working overtime. Those reasons must be made known to the Employer at each request. Although it is agreed that the Employer has the right to assign work under 5 U.S.C. Chapter 71, effort will be made to preclude requiring employees from working overtime consisting of more than two out of three consecutive weekends.

c. Overtime or shift changes will not be assigned by the Employer as a form or means of discipline.

d. Compensation for overtime will be administered in accordance with applicable laws and regulations.

e. The Employer will notify employees a minimum of 24 hours in advance of the need to work overtime, except in emergency situations or unforeseen situations.

f. No employee shall have his/her schedule changed merely for the assignment of overtime.

**8.3 CALLBACK OVERTIME:** A minimum of two (2) hours of overtime will be paid if an employee is required to return to the place of employment for unscheduled overtime work or to work unscheduled overtime on a nonscheduled workday. If the callback occurs on a holiday during the employee's regular schedule, a minimum of two (2) hours holiday premium pay will be paid. When a Fair Labor Standards Act (FLSA) nonexempt employee performs unscheduled overtime work on a day when work was not scheduled for the employee, or for which the employee is required to return to the place of employment, the employee is paid for two (2) hours of work or the actual number of hours worked, whichever is greater. In all cases, the actual time worked will be recorded.

**8.4 STANDBY DUTY:** An employee is on duty, and time spent on standby duty is hours of work if, for work-related reasons, the employee is restricted by official order to a designated post of duty and is assigned to be in a state of readiness to perform work with limitations on the employee's activities so substantial that the employee cannot use the time effectively for his or her own purposes (reference 5 CFR Section 551.431). An employee is either on or off duty. If waiting time or idle time is controlled by and benefits the agency, the waiting or idle time is considered to be hours of work in accordance with 5 CFR 551, Subpart D - Hours of Work.

**8.5 REST PERIODS:** Each employee is authorized one rest period of 15 minutes approximately midway through each 4 hours of continuous work, as well as before overtime of over two (2) hours anticipated duration. The rest period will not immediately precede nor be a continuation of the lunch.

**8.6 ALTERNATIVE WORK SCHEDULES: FLEXIBLE AND COMPRESSED WORK SCHEDULES - PUBLIC LAW 97-221:**

a. The parties agree that Alternate Work Schedules (AWS) can be flexible or fixed, regular or compressed, according to the schedules in this agreement and 5 USC Chapter 61. The AWS program must operate in a manner to insure that offices and facilities are adequately staffed during business hours and at time required to fulfill the District's mission.

b. Employees will have a choice of schedule compatible with work requirements. The employee and his/her supervisor must discuss and agree upon the employee's request for an AWS. The election of an AWS may be restricted if it is determined that the schedule will cause an adverse Agency impact. Adverse Agency impact is defined in accordance with 5 USC, Chapter 61, Section 6131(b) as: (1) a reduction of the productivity of the Agency; (2) a diminished level of services

provided to the public by the Agency; or (3) an increase in the costs of Agency operations (other than a reasonable administrative cost relating to the process of establishing a flexible or compressed schedule.)

**c. AWS Schedules include:**

(1) Standard 8-Hour Schedule: A fixed schedule which does not vary from day to day.

(2) Flexitour: A fixed schedule which does not vary from day to day. Employee may elect arrival and departure times. Employee must work eight hours per day. Employee must work ten days per pay period.

(3) Gliding Schedule: A flexible schedule. Employee must work eight (8) hours each day. Employee must work 80 hours per pay period. Employee may select arrival and departure time each day and may change arrival time daily. Employee must account for core time on each workday.

(4) Variable Day: A flexible schedule. Employee may vary the length of the workday daily. Employee must work 10 days per pay period. Employee must work at least 40 hours per workweek and 80 hours per pay period. Employee must account for core time on each workday.

(5) Variable Week: A flexible schedule. Employee may vary the length of the workweek as well as the workday daily. Employee must work 10 days per pay period. Employee must work at least 80 hours per pay period. Employee must account for core time on each workday.

(6) Maxiflex: A flexible schedule. Employee may vary the number of hours per day and the number of days per week. Employee must work at least 80 hours per pay period. Employee must account for core time on each workday. Arrival and departure time may vary.

(7) 4-10: A compressed schedule. Employee works four (4) 10-hour days per week. Employee schedules day off with supervisor. This does not vary from day to day.

(8) 5/4-9: A compressed schedule. Employee works eight (8) 9-hour days and one (1) 8-hour day. Employee schedules the shorter 8-hour workday and day off with supervisor. This does not vary from day to day.

**d. Credit Hours**: A maximum of 24 hours may be accumulated and carried over from one pay period to another. Earning of credit hours must be discussed and agreed upon with the employee's supervisor. There is no provision for employees to earn credit hours under a

compressed work schedule.

**e. Crew Participation:** Where an individual is part of a crew ("crew" is defined as a group of interdependent workers), an AWS schedule may be established, but all crew members must work the same schedule.

**f. Core Time:** Core time is 0900 to 1500, Monday through Friday. Work schedules shall normally not begin prior to 6:30 a.m. nor extend beyond 6:00 p.m. Exceptions based on the nature of the work or job requirements will be considered on a case by case basis.

**g.** No intimidation, coercion, or threats may be placed on employees by the Employer, the Union, or other employees over this matter. An employee may identify specific needs for a certain schedule as listed in this article. The Employer will meet those needs, except where 8.6b adverse Agency impact can be established. An employee may grieve the denial of a request to work an AWS schedule.

**8.7 LUNCH PERIODS:** The length of the lunch period shall be subject to negotiation between NFFE FL7 IAMAW and the Employer if the affected employee(s) and the supervisor cannot agree upon the length of the lunch period. Normally duties will not be assigned during the lunch period. Employees shall be free to leave the work site during the lunch period, since this period is not considered duty time.

**8.8 RELIGIOUS OBSERVANCES - 5 CFR Part 550, Subpart J:** An employee whose personal religious beliefs require abstention from work during scheduled work period may elect, with the Employer's approval, to work compensatory overtime before or after normal work hours or during non-duty days to make up for the time and work lost as the result of meeting those religious requirements. The Employer reserves the right to deny compensatory overtime for this purpose if such modifications in work schedules interfere with the efficient accomplishment of the Agency's mission.

**8.9 HOLIDAYS:** Federal holidays, as identified in 5 USC 6103, or designated by Executive Order, will be observed in accordance with applicable rules and regulations.

ARTICLE 9

**ORIENTATION OF NEW EMPLOYEES**

**9.1 FIRST DAY ORIENTATION OF NEW EMPLOYEES:**

a. All new employees shall be informed by the Employer that NFFE FL7 IAMAW is the exclusive representative of employees in the bargaining unit. On an employee's first day, where possible, the Union will be notified of the new bargaining unit employee and where assigned.

b. At worksites where a NFFE FL7 IAMAW Officer/Steward is present, they shall be allowed fifteen (15) minutes on the employee's first day, to welcome the employee and present her/him with an orientation packet and a copy of this collective bargaining agreement. At worksites where no Officer or Steward is present, NFFE FL7 IAMAW will be allowed to arrange a date and time to contact the new employee typically in conjunction with other Union business in the vicinity, by phone, or through another bargaining unit member at the site.

**9.2 FORMAL ORIENTATION OF EMPLOYEES:** NFFE FL7 IAMAW will be notified in advance of the Robert Duncan Plaza new employee orientation and will be provided a list of new employees, in the bargaining unit, with the notification. Normally one Union representative will be in attendance and be introduced during the Formal Orientation. He/She will address the new employees about NFFE FL7 IAMAW's representational responsibilities as defined by this collective bargaining agreement.

**9.3 EMPLOYEE LISTINGS:** NFFE FL7 IAMAW will receive a monthly notice, usually within the first week, of new bargaining unit employees. An alphabetized list of all bargaining unit employees will be provided to NFFE FL7 IAMAW quarterly. These listings will include the name, grade, job title and office or project location of each employee.

## ARTICLE 10

### **PAY ADMINISTRATION AND ENVIRONMENTAL DIFFERENTIAL**

**10.1 GENERAL:** Environmental differentials paid for exposure to hazards, physical hardships and working conditions of an unusual nature will be paid in accordance with applicable regulations.

#### **10.2 ENVIRONMENTAL DIFFERENTIAL PAY:**

**a.** The Employer will endeavor to eliminate or reduce to the lowest level possible all hazards, physical hardships, and working conditions of an unusual nature. When the Employer cannot overcome the unusual nature of the hazard, physical hardship, or working condition an environmental differential in pay is warranted if in compliance with government regulation.

**b.** An environmental differential is paid to employees on the basis of actual exposure or on the basis of hours in a pay status when exposed to hazards, physical hardships, or working conditions in accordance with Appendix A to 5 CFR Part 532, Subpart E, Premium Pay and Differentials.

**c.** When NFFE FL7 IAMAW determines that a local work situation warrants coverage under payable categories of Appendix A to 5 CFR Part 532, Subpart E, Premium Pay and Differentials, it will notify the Employer of the title and location of the position(s) and nature of the exposure so as to show clearly that the hazard, physical hardship, or working condition which results from the exposure, is of an unusual nature and is not practically eliminated by safety procedures and devices. Within fifteen (15) days of the receipt of NFFE FL7 IAMAW's request for negotiation, the parties will meet to negotiate the issue. If the Employer's decision on the matter is not acceptable, the decision may be grieved under the provisions of Article 5, Grievances.

**d.** When the Employer determines that a local work situation within the unit, which is presently receiving the differential, is such that it should be excluded from coverage under Appendix A to 5 CFR Part 532 Subpart E, Premium Pay and Differentials, the Employer will notify NFFE FL7 IAMAW of the title and location of the position(s) and the justification for exclusion from coverage. Within fifteen (15) days of receipt of the Employer's position, the parties will meet for the purpose of negotiating.

**e.** An Employee subjected at the same time to one or more conditions requiring environmental pay shall be paid at the exposure which results in the highest pay differential.

**10.3 DIRECT DEPOSIT:** Consistent with 31 CFR Part 206, Direct

Deposit/Electronic Funds Transfer (DD/EFT) enrollment is a condition of employment. Separate forms must be filed for Direct Deposit of salary and for Electronic Funds Transfer associated with travel and temporary duty reimbursements.

## ARTICLE 11

### PERSONNEL FILES

**11.1 FILE EXAMINATION:** An employee's Official Personnel File will be available for examination when requested by that employee. The examination of the Official Personnel File will be made in the presence of a Civilian Personnel Advisory Center (CPAC) representative.

**11.2 ACCESS TO FILE:** If an employee so desires he/she can in writing require of the CPAC that access be given to his/her Official Personnel File by his/her Union representative. The Union Steward must be designated in writing by the Chief Steward or the President and have been requested in writing by the unit member. The representative will present both documents to the CPAC when requesting access to a unit member's Official Personnel File.

**11.3 COPIES OF FILE:** Copies of documents in the Official Personnel File will be made by a CPAC official for the representative or employee in accordance with Article 11.1 and 11.2.

## ARTICLE 12

### TRAINING

**12.1 EMPLOYEE TRAINING:** The Employer and the Union recognize the benefit of maintaining quality training programs and opportunities to improve employee efficiency. Training should be used to enhance the skills, knowledge, and abilities needed for new mission, position, or program changes; to utilize new technology; or to improve performance. Employees who are assigned hazardous tasks will be trained before performing such work. Training may include formal education courses, on or off the job, with or without pay, courses of mutual benefit. The Employer is responsible for maintaining training programs to improve employee efficiency, to contribute to merit promotion from within the unit whenever practicable, and to assist employees affected by a reduction-in-force, reorganization, or transfer of function.

**12.2 STEWARD/OFFICER TRAINING:** Official time for representational or Union-sponsored training is covered in Article 27.

**12.3 USE OF EQUIPMENT:** The Employer agrees to make available to all employees enrolled in approved training courses, academic aids such as desk calculators, computers, etc., if available on the premises of the Portland District Offices, at mutually agreeable times during the employee's non-duty hours.

**12.4 ON-THE-JOB TRAINING:** The Employer recognizes the benefit of on-the-job training or cross-training of employees. In order to accomplish this, the supervisor will consider the impact of such training on workload assignments and production anticipated.

**12.5 REPRESENTATIONAL TRAINING:** For employees involved in Union representation, consideration will be given to providing training courses in handling of MSPB procedures, EEO, LEAD, RIF, TAPES, SAFETY, LABOR RELATIONS, AND PARTNERING laws that do not conflict with 5 USC 7114(b)(4)(c).

**12.6 EMPLOYER/UNION JOINT SPONSORED TRAINING SESSION:** NFFE FL7 IAMAW and the Employer will each designate one individual to conduct joint Employer-Union training sessions on administration of this agreement for all bargaining unit employees and their supervisors.

**12.7 ADVANCE NOTIFICATION:** It is mutually beneficial to all parties to notify employees and supervisors, as far in advance as possible, when training is scheduled or canceled.

a. Employees scheduled for mandatory training will be notified at least 21 days in advance of training, except in cases of scheduling problems beyond the Employer's control. Employees will be notified as

far in advance as possible for other training.

**b.** Employees scheduled for training will be notified at least seven (7) days in advance of any cancellation except in cases of emergency.

## ARTICLE 13

### POSITION DESCRIPTIONS

**13.1 INTENT:** Each employee is entitled to a complete and accurate position description, which shall be reviewed annually as part of the performance plan review process. The phrase "performs other duties as assigned" means tasks related to the employee's occupation or which may be required on an irregular basis which are of an emergency, temporary, or developmental nature. However, it shall not be construed to require the employee to perform duties outside his/her regular field of work on a frequent and consistent or permanent basis, or which might result in injury to the employee or fellow employees due to lack of knowledge of task. If an employee is assigned higher grade duties for a substantial amount of time, the employee should submit documentation to the Civilian Personnel Advisory Center (CPAC) for inclusion in the employee's Official Personnel File. The Employer through its managers and supervisors retains the right to assign duties to employees. However, it is not intended that the duties inconsistent with the general level of a position will be frequently and consistently or permanently assigned without action to review the position.

**13.2 POSITION DESCRIPTION ACCURACY:** Any employee in the bargaining unit shall be afforded the opportunity to meet with their supervisor for the purpose of reviewing their position description for accuracy. When an employee alleges that his position description is not accurate and is unable to resolve the disagreement he/she may seek relief under Article 5, Grievances.

#### **13.3 CLASSIFICATION APPEAL:**

a. Nothing in this article will restrict the authority of the Agency and the Office of Personnel Management to classify positions.

b. When an employee alleges that his/her position is not properly classified, he/she shall be furnished information upon request on the statutory appeal rights and procedures set forth in DoD 1400.25-M, Subchapter 511. GS employees may file an appeal with the DoD Civilian Personnel Management Service (CPMS), OPM, or through CPMS to OPM. FWS (Wage Grade) employees must appeal to and receive an appeal decision from CPMS before appealing to OPM. An appeal to OPM cancels any GS appeal pending with CPMS. Employees must submit their appeals through the servicing CPAC. (Refer to DoD 1400.25-M, Subchapter SC511.5.1)

**13.4 POSITION REVIEW:** NFFE FL7 IAMAW and the Employer agree that when Position Reviews are conducted they will be completed in accordance with all applicable laws, regulations, and procedures. Findings of the position review of a NFFE FL7 IAMAW bargaining unit employee will

be discussed between the employee and his/her supervisor within five (5) days of this information reaching the supervisor. Where a bargaining unit employee disagrees with the accuracy of a position description he/she may seek relief under Article 5, Grievances. Where a bargaining unit employee disagrees with the classification of a position he/she may seek relief under paragraph 13.3 of this article.

## ARTICLE 14

### PERFORMANCE PLANS AND APPRAISALS

**14.1 PERFORMANCE PLAN REVISIONS:** The parties recognize the Employer's responsibility to establish and periodically review and revise performance plans. When a performance plan is to be revised, the supervisor shall meet with the affected employee to discuss the proposed changes. If the employee and the first and second level supervisors cannot agree on the proposed changes either party may seek counsel from the Union and the Civilian Personnel Advisory Center. After considering the views of the employee, a decision on the plan shall be made by the Employer. A copy of the approved performance plan will be given to the affected employee.

**14.2 DEVELOPING PERFORMANCE PLANS:** The Employer and NFFE FL7 IAMAW agree that the development of performance plans will be a joint effort between the supervisor and the employee. Employees and their supervisors shall meet at least once each year to discuss the performance plans to be applicable for the coming rating year. The plan shall be put in writing and signed or initialed by the employee and supervisor. Further amendments may be made during the rating year, and these amendments will be noted with the parties' initials. Performance plans will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria related to the job in question for each employee or position. Employees who are not satisfied with their performance rating or other aspects of the performance process may grieve under the provisions of Article 5, Grievances.

**14.3 PERFORMANCE RATING PERIODS:** In the interest of providing for objectivity in a supervisory appraisal, an annual rating may be prepared as of the date the supervisor leaves if departure is less than 120 days before the end of the rating period. A rating period may be extended to provide a new supervisor an opportunity to observe an employee's performance against current requirements when information concerning the employee's past performance is not available. The minimum annual rating period is 120 days.

**14.4 APPLICATION:**

a. The evaluation given employees by their supervisor shall be objective and shall be prepared in accordance with the following:

(1) The supervisor will discuss the employee's job performance with the employee in surrounds conducive to private discussion. At a minimum, supervisors will hold progress reviews at the midpoint of employees' rating periods. More frequent discussions are recommended.

(2) The Employer recognizes the need to notify employees at the earliest possible time when performance problems are perceived by the supervisor. If the supervisor has identified shortcomings in the employee's performance, the employee shall be notified when the problem is perceived. The supervisor will recommend ways for the employee to improve the quantity and/or quality of work in order to more satisfactorily perform duties at the Full Successful level. When such discussions are documented by the supervisor, a copy of that documentation will be given to the employee. Using established standards and the tasks to be accomplished, supervisors will give in writing, if requested, examples of excellence to give the employee specifics to aim for.

(3) The annual performance evaluation will be in written form. All annual performance evaluations will be reviewed and approved by a reviewing supervisor.

b. Acceptable level of competence determinations for granting within grade increases shall be in accordance with 5 CFR 531.409.

## ARTICLE 15

### MERIT PROMOTION

**15.1 GENERAL:** All placement actions, reassignments or promotions shall be consonant with the spirit and intent of the merit system and the Civil Service Reform Act. The Employer will insure that all qualified employees who request consideration have equal opportunity for promotion in accordance with the Article on Equal Employment Opportunity. These procedures pertain to bargaining unit employees only.

**15.2 MERIT PROMOTION VACANCIES:** Positions will be filled under established procedures as outlined in merit promotion regulations issued by the Office of Personnel Management, Department of Defense, Department of Army, Corps of Engineers, Northwestern Division, and local policies. Priority candidates will be considered prior to taking competitive action. Merit Promotion vacancies are currently recruited and filled through the Department of the Army RESUMIX process. Employees desiring consideration must apply under the RESUMIX process. Employees will be responsible for assuring that all required application forms are submitted, including any supplemental forms. Open continuous announcements will be used where practical.

**a.** When a position is to be filled under the provisions of the Merit Promotion Plan, it shall be fully identified as to grade, title, organizational location, qualification requirements for the position, and whether the position is permanent or temporary. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be reannounced if it does become permanent.

**b.** The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be fully relevant to such positions.

**c.** Promotion procedures will apply to selection by transfer, reinstatement or reassignment to positions with known promotion potential; however, this does not apply to details of 120 days or less, or to temporary promotions of 120 days or less.

**15.3 REFERRAL AND SELECTION:** A reasonable number of best qualified, available candidates will be certified on the selection roster. Non-selectees will be furnished with the non-selection notification.

**15.4 NON-SELECTED EMPLOYEE RIGHTS:** A non-selected employee may request representation by NFFE FL7 IAMAW to pursue non-selection reasons. The following information about specific placement actions shall be available to an employee and/or representative upon request:

a. Whether the employee was considered for the position and, if so, whether he/she was eligible on the basis of the minimum qualification requirements for the position; what minimum qualifications the employee lacked, if any;

b. Whether the employee was one of those in the group from which the selection was made;

c. Who was selected for the position;

d. Employees who were not referred among the best qualified may contact the Civilian Personnel Operating Center (CPOC) with their questions.

e. Employees who were referred among the best qualified, but not selected for the position may contact their supervisor, the selecting official, or the members of the selection panel (if applicable) to seek information on their non-selection.

#### **15.5 DETAILS:**

a. Temporary needs for up to 120 days may also be filled by noncompetitive detail. Competitive procedures are necessary if the position is to a higher grade or has known promotion potential and the detail will go beyond 120 days. Official details in excess of 30 days are currently recorded by CPOC in the employee's Official Personnel Folder. Information on details up to 30 days can be submitted to CPOC by employees for filing in their Official Personnel Folder.

b. The Employer agrees to provide training for detailed employees to allow them to adequately perform the duties of the detail. If an employee is detailed to perform lower-graded duties, he/she will suffer no adverse consequences, in terms of promotion, time-in-grade or performance evaluations, as a result of the work being lower graded.

**15.6 TEMPORARY PROMOTION:** An employee temporarily placed in a higher grade position or officially assigned to a group of duties warranting a higher grade will be temporarily promoted if he/she is minimally qualified and assignment is to exceed 60 days.

## ARTICLE 16

### **AWARDS**

**16.1 POLICY:** The Employer and NFFE FL7 IAMAW recognize that employees at all levels make outstanding achievements and significant contributions to the mission of the Employer and to constructive labor-management relations. The Employer and NFFE FL7 IAMAW agree that it is to the benefit of both government and labor to recognize employees who make such achievements and contributions.

**16.2 UNION PARTICIPATION:** The awards and suggestions portion of the Incentive Awards program, including Quality Step Increases, will be executed in accordance with applicable laws, regulations, rules and policies. The Employer agrees to give the Union the opportunity to negotiate impact and implementation on working conditions prior to making any changes in personnel policies, practices, and matters pertaining to the Incentive Awards program.

**16.3 PERFORMANCE AWARDS:** NFFE FL7 IAMAW and the Employer recognize the need to motivate and reward employees fairly and equitably within budgetary constraints for their performance and special achievements. Awards may be granted based on achievements as well as performance rating levels. Employee recognition may be given in different forms such as personal thank you's, mementos, certificates, medals, and monetary awards. In the event an employee receives a performance rating that qualifies for a monetary performance award, but does not receive such an award, the employee may request an explanation from his/her rater regarding the reason(s) for not granting an award. If the employee is unsatisfied with his/her rater's explanation, or believes he/she is being treated unfairly or inequitably, the employee will be provided the opportunity to further discuss their concern with his/her intermediate and/or senior rater regarding the failure to grant an award.

## ARTICLE 17

### **ABSENCE AND LEAVE**

**17.1 GUIDANCE:** Government-wide regulations on Absence and Leave are provided in 5 CFR 630. The Employer shall follow the provisions of applicable laws and regulations, and will provide information to employees on existing leave policies or revisions as necessary.

**17.2 ANNUAL LEAVE:** Annual leave will be scheduled so as to accommodate special fluctuations of work for the activity. Use of annual leave is a right of employees; however, the needs of the Employer to assure that work requirements are met is also recognized. Each employee having sufficient annual leave credits is encouraged to take at least one 80-hour period for vacation purposes. In arranging vacation schedules, every reasonable effort will be made to grant employees their desired schedule. Approval for annual leave scheduled in advance shall not be withdrawn by the Employer except in emergencies.

**17.3 SICK LEAVE:** The parties recognize the importance of sick leave and the obligation of each employee as well as the advantage to him/her in its proper use. Employees normally will not be required to present a medical certificate for any absence of sick leave of three (3) days or less unless the supervisor has a reasonable suspicion that sick leave is being abused. An employee may use sick leave to his/her credit whenever incapacitated for the performance of his/her duties by sickness, injury or pregnancy. Sick leave may also be used for dental, medical or optical examinations, care for a family member, or to make arrangements for and/or to attend the funeral of a family member in accordance with sick leave regulations and the Family Friendly Leave Act. The Employer shall make reasonable effort to provide use of details to light duty consistent with requirements of the work situation and the availability of work to help reduce the loss of accumulated sick leave. Return to work is subject to approval by a physician.

**17.4 MATERNITY AND PATERNITY LEAVE:** Employees who are pregnant will be allowed to work as long as their doctors feel it is wise, prior to delivery of the child. Maternity leave in the form of sick leave, annual leave, and leave without pay will be granted during delivery and confinement and may be granted for a period of no more than six months after delivery so that the mother may make child care arrangements. Periods of absence related to pregnancy and confinement which are not medically certified as due to incapacitation for the performance of duty may not be charged to sick leave; they must be charged to annual leave or to leave without pay if requested by the employee and approved by the leave approving official. The Employer has an obligation to assure continued employment in her position or a

position of like seniority, status, and pay, to the employee who wishes to return to work following delivery and confinement, unless termination is otherwise required by expiration of appointment, by reduction-in-force, for cause, for similar reasons unrelated to the maternity absence. Fathers may be granted paternity leave, i.e., the use of annual leave or leave without pay, in order to care for their wives who are confined or for other minor children. The amount of time allowed should depend upon the circumstances of the individual case. For adoption of child/children, a maximum of four weeks may be allowed as maternity and paternity leave, until child care arrangements can be met.

**17.5 ADVANCED SICK LEAVE:** In cases of serious illness or disability, sick leave of up to 30 days may be advanced to employees. Request for advanced sick leave shall be submitted through supervisor channels to the Civilian Personnel Advisory Center (CPAC) accompanied by a medical certificate signed by a physician or practitioner. The following requirements shall be met in approving an advance of sick leave:

a. All available accumulated sick leave to the employee's credit must be exhausted.

b. In the case of employees serving under trial or probationary period advanced credits will not exceed an amount which it is reasonably assured will be subsequently earned.

c. The advance credit to an employee's account may never exceed 30 regularly scheduled working days during any calendar year. Where it is known that an employee is to be retired or anticipated that he/she is to be separated, the total advance may not exceed an amount which can be liquidated by subsequent accrual prior to separation.

d. There must be assurance that the employee will return to duty.

e. Leave Donation: The Voluntary Leave Transfer Program allows an employee to transfer accrued annual leave to the annual leave account of another employee who needs such leave because of a medical emergency. Employees may apply for donated annual leave through the immediate supervisor to the CPAC. Donated annual leave may be used only for an approved medical condition of the employee or a family member that (1) requires the employee's absence from duty for a prolonged period of time; (2) causes a substantial loss of income to the employee because of the unavailability of paid leave; and (3) arises from circumstances beyond the employee's control. Procedures for donating or applying for donated annual leave may be obtained from the CPAC.

**17.6 EXCUSED ABSENCE:**

a. When it becomes necessary to suspend an operation which prevents employees from working at their regular assignments for such

reasons as breakdown of equipment, lack of materials, power failure, climatic and disaster reasons and other such reasons, the Employer will take all practicable measures available to assign affected employee(s) to other duties or they may grant annual leave or leave without pay with the consent of the employee(s). When these measures will not provide for a practicable or equitable solution, the District Commander or his/her representative may consider excused absence for employees.

b. The criteria for tardiness or early dismissal for work due to hazardous weather will be standardized and consistently applied throughout the District dependent on weather conditions in the immediate area.

#### **17.7 LEAVE WITHOUT PAY:**

a. Leave without pay may be granted only upon request by the employee and approval by the supervisor.

b. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay upon request. The possibility of granting advanced sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case. Leave without pay may also be granted on an extended basis for educational purposes, while awaiting action on a retirement or Office of Workers Compensation Programs claim, while serving as an officer or representative of NFFE FL7 IAMAW, and for other reasons.

c. Leave Without Pay for Union Representative: An employee who is selected to serve in the capacity of NFFE FL7 IAMAW representative or officer which requires absence from the job may be granted annual and/or leave without pay for a period, normally up to one year; and extensions will be consistent with criteria provided in applicable regulations. Upon return to duty, employees will be restored to a job of like status and pay subject to applicable regulations.

d. Educational Purposes: Leave without pay may be granted for a period not to exceed one year for educational purposes when the course of study or research is in line with a type of work being performed by the Employer.

**17.8 MILITARY LEAVE:** Employees who are members of the National Guard or Reserves will be granted 120 hours military leave in accordance with applicable statutes or regulations. This can be used for active duty or training. Employees may also, at their discretion, choose a flexitime tour subject to workload requirements and supervisor approval which would allow them time off for weekend drills and summer camp without using military leave. If an employee is called to duty as a member of the National Guard or the Reserves and has used all of his/her military leave, he/she must be granted leave without pay upon

request or may be granted annual leave if he/she desires.

**17.9 COURT LEAVE:** Court leave and leave to vote will be covered by applicable rules and regulations.

**17.10 BONE MARROW AND ORGAN DONOR LEAVE (Reference 5 USC 6327):** An employee may use up to seven (7) days of paid leave each calendar year to serve as a bone-marrow donor. An employee also may use up to thirty (30) days of paid leave each calendar year to serve as an organ donor. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave. Agencies are responsible for informing their employees of the entitlement to leave for bone marrow and organ donation.

## ARTICLE 18

### **SAFETY AND HEALTH**

#### **18.1 GENERAL POLICY**

a. The Employer recognizes that it has an affirmative obligation to do all that is reasonable to promote and maintain a safe and healthy working environment for its employees. Likewise, bargaining unit employees are expected to use all reasonable precautions to provide for the safety of themselves and others. The Employer and NFFE FL7 IAMAW shall cooperate in efforts to institute practices, policies and equipment that will eliminate hazards and poor environmental conditions. The employee and the Employer will comply with the Corps of Engineers General Safety Requirements Manual - EM-385-1-1, all applicable Occupational Safety and Health Administration (OSHA) standards, and all other applicable Federal regulations pertaining to the safety and health of employees. Where two or more of these requirements cover the same work process, the more stringent (protective) shall apply. The Employer recognizes that other organizations (e.g. National Institute for Occupational Safety and Health (NIOSH), American Council of Government Industrial Hygienists (ACGIH)) may set standards that are different than those followed by the Employer. In the interest of promoting a high standard for worker health and safety, the Union is encouraged to bring these differences to the attention of the Safety Office for review and consideration.

b. The employee has a duty to avoid placing himself/herself and others in a possible unsafe circumstance and to postpone the task in question until further evaluation has been performed and corrective action taken if necessary.

c. During the course of performing their normal assigned duties, Stewards and all other representatives of NFFE FL7 IAMAW, along with all bargaining unit employees, shall be alert to all hazardous equipment and conditions as well as environmental conditions which are in their immediate area and which represent health hazards. If an unsafe or unhealthy condition is observed the Steward or the bargaining unit employee shall report it to the immediate supervisor or the supervisor's designated representative. The supervisor or the supervisor's designated representative shall inspect the work area to insure that it is safe before requiring the employee to carry out the work assignment. If the Steward or bargaining unit employee believes the hazard evaluation and corrective action is insufficient to mitigate the concern, he/she may notify the District Safety Office and NFFE FL7 IAMAW. If notified, the Safety Office will determine whether or not to conduct an investigation of the alleged unsafe or unhealthy condition. The Safety Office will inform the Steward or bargaining unit employee that provided the notification of the result of the investigation or its determination that no investigation is necessary.

If the results of the Safety Office findings are still disputed by the Union or the bargaining unit employee, he/she may exercise their rights as outlined in Article 5, Grievances. The above process in no way precludes the Union or the bargaining unit employee from filing a grievance under Article 5.

d. The Employer agrees to furnish bargaining unit employees such protective equipment and clothing as required by the applicable regulations for the protection of the employees. NFFE FL7 IAMAW agrees that employees in the unit are responsible for the proper use, safeguarding and maintaining in proper condition of the equipment issued to them; however, repair of such equipment shall be the responsibility of the Employer.

e. The Employer agrees to establish and maintain safety committees at each of the civil works projects in accordance with applicable US Army Corps of Engineers regulations. The Employer agrees that if Portland District maintains a District Safety Committee, then NFFE FL7 IAMAW may have one representative on the Committee. The Employer also agrees that each Operations Project should have a Safety Committee, and that if it does then NFFE FL7 IAMAW may have a representative on that committee as well.

**18.2 ON-THE-JOB INJURIES OR ILLNESS:** Employees must report to their supervisor immediately all injuries or illnesses which occur on-the-job. The Employer recognizes the importance of putting the health and welfare of the employee(s) high on the order of priorities following an on-the-job injury or illness. Following an employee's report of an injury or illness which occurred on-the-job:

a. If an on the job injury or illness makes it necessary to obtain immediate medical services from a medical services provider, the Employer shall arrange for the immediate transportation of the affected employee to the appropriate local private physician/hospital selected by the employee. An Employer representative shall accompany the employee to the treatment facility. If the employee is unable to do so, the Employer shall contact the employee's designated point-of-contact to inform them of the injury or illness and where treatment is being performed.

b. The injured employee's supervisor will supply the employee with copies of the appropriate Office of Worker's Compensation Programs (OWCP) forms and ensure that the forms are properly completed by the employee. When seeking reimbursement for any medical expenses related to the on-the-job injury an employee must file a CA-1 in a timely manner. It is the employee's responsibility to report their accident immediately to their supervisor and it is the employee's decision on whether or not they wish to file a Traumatic Injury (CA-1) or Occupational Disease (CA-2) or a Recurrence (CA-2a). On-the-job injuries will be reported in writing on Form CA-1 to the supervisor within thirty (30) days of the injury if continuation of pay is

requested. Occupational disease will be reported on Form CA-2 within three (3) years of the onset of the condition. The Employer will also advise the employee of his/her rights pertaining to the injury. Within the limits of the law, a copy of the completed forms and all correspondence being sent to OWCP relating to the injury will be supplied to the employee.

c. The Employer shall process and forward to OWCP the employee and Employer forms required when an employee sustains a lost time on-the-job injury or contracts an occupational disease and elects to file a claim.

d. Every reasonable effort will be made by the Employer to provide light duty work assignments for which the employee is qualified to employees who have been injured on-the-job, when it has been determined by proper medical authority that they are able to perform light duty assignments.

e. Consideration will be given to an employee's request for reassignment to a job for which they are qualified when the employee has sustained an off-the-job injury and is unable to meet the requirements for their position.

f. When an employee is physically unable to perform his/her duties, and suitable work cannot be found within the local commuting area and the employee is unwilling to voluntarily report for medical examination, the employee shall be informed, in writing, that she/he is being directed to have a fitness-for-duty examination, in accordance with 5 CFR Part 339. The notification will include the statement: "You have the right to discuss your options with your NFFE FL7 IAMAW representative." An employee may at their own expense use documentation from a personal physician to substantiate his/her case.

g. In accordance with 5 USC Chapter 81, OWCP case file records that have been released by OWCP to the Employer, may be released to the employee or his/her designated representative.

**18.3 EXIT PHYSICAL:** Employees subject to the medical surveillance program may receive an "exit physical" upon separation from the US Army Corps of Engineers.

**18.4 SPECIFIC HEALTH AND SAFETY POLICIES:**

a. The Employer will provide NFFE FL7 IAMAW with current copies of the Quarterly Safety Statistical Reports.

b. The Employer will provide shower facilities for employees at projects for cleanup necessitated by working conditions.

c. The Employer will provide protective clothing and for cleaning of the protective clothing provided to employees where working

conditions warrant and when provision of such clothing and cleaning is permitted by applicable law or Federal regulation.

d. Ice will be provided for water coolers in remote areas.

e. In accordance with EM 385-1-1, planning for any operation shall include the total system response capabilities to minimize the consequences of accidents or natural disasters and shall consider communications, rescue, first aid, medical, emergency response, emergency equipment, and training requirements. When a Job Hazard Analysis (JHA) or Activity Hazard Analysis (AHA) is performed it will consider the need to assign a minimum of two employees to tasks where high risk conditions may be encountered.

f. An employee working alone in a remote location or away from other workers shall be provided a means of emergency communications.

**18.5 SAFETY INSPECTIONS:** When scheduled safety inspections are made by the District Safety Office pursuant to EM 385-1-1, OSHA, or other statutes or regulations, in areas where bargaining unit employees work, NFFE FL7 IAMAW will be notified two (2) weeks in advance, when possible, and a NFFE FL7 IAMAW representative designated by the President or Chief Steward will be permitted official time to accompany the inspecting team. At such time that an OSHA representative arrives to perform an unannounced inspection, the Employer shall notify the designated point of contact. If there is no Steward in the area, the designated point of contact will request a bargaining unit employee to represent NFFE FL7 IAMAW.

**18.6 OCCUPATIONAL HEALTH AND SAFETY TRAINING:** The Employer recognizes the need for specific training and update training regarding occupational health and safety to assure employee safety and a minimum loss of staff hours due to preventable injuries. The Employer conducts safety meetings to ensure that all employees are informed of safe working habits and practices appropriate to their jobs with safety exposures. Additionally, supervisors, the supervisor's designated representative, or the work leader shall instruct employees in safe working habits, practices and procedures with regard to specific job assignments and shall ensure that manuals and regulations relating to safety and health are available to all employees. Safety seminars are considered training and employees will be able to apply to attend them.

## ARTICLE 19

### **EQUAL EMPLOYMENT OPPORTUNITY**

**19.1 GENERAL:** The Employer and NFFE FL7 IAMAW mutually agree that they will continue to work cooperatively to assure that all employees have equal employment opportunity, and that no one is discriminated against because of race, color, religion, sex, age, national origin, or mental or physical disability, and that no one is retaliated against because of previous EEO or Union involvement. Policy shall strictly adhere to Title VII of the Civil Rights Act of 1964 (as amended); the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; and the Rehabilitation Act of 1973 (as amended).

**19.2 STATISTICAL DATA:** NFFE FL7 IAMAW will be provided with a copy of the statistical data as displayed in the District's Quarterly Program Review and Analysis document. A copy of the annual update to the multi-year Affirmative Employment Plan (AEP) will be provided to NFFE FL7 IAMAW prior to submission. NFFE FL7 IAMAW will be welcomed to make comments and, presented in a timely manner, the comments will be submitted with the report.

**19.3 EEO COMPLAINTS:** An employee filing an EEO complaint has a choice of one of the following options:

**a. Union Procedure:** Grieve through the negotiated grievance procedure, with option for arbitration prior to EEOC review.

**b. Agency Procedure:** Equal Employment Opportunity (EEO) Office, Department of Defense Office of Complaints Investigation (DODOCI), Equal Employment Opportunity Commission (EEOC) review.

## ARTICLE 20

### TRAVEL

**20.1 TRAVEL CONDITIONS:** When travel is required as part of an employee's assignment, the desires, convenience, and comfort of the employee will be considered. Employees will not be required to travel in Government aircraft or nonscheduled commercial aircraft without their consent, except the travel may be required under certain conditions as provided in Joint Travel Regulations. Any employee required to travel by the Employer will be expected to exercise the same care incurring expenses that a prudent person would exercise when traveling at his/her own expense. Travel time shall, to the maximum extent practicable, be scheduled within an employee's regularly scheduled workweek.

**20.2 TRAVEL TIME:** Situations may develop where the employee will be required to travel outside their regular work hours and away from the official duty station. Determinations concerning whether such travel will be considered hours of work must be made on a case-by-case basis in accordance with applicable regulations.

**20.3 RETURN TO PERMANENT DUTY STATION OVER NON-WORK DAYS:** When a temporary duty assignment does not require an employee to remain at a place of temporary duty on non-work days (including holidays), officials directing travel may require such employees to return to their permanent duty stations for non-work days, provided that:

a. The expense for round trip transportation and per diem allowance enroute is less than the per diem allowance that would have been payable had the employee remained at the temporary duty point.

b. Availability for duty on the last scheduled work day preceding absence and on the first scheduled work day following absence is not adversely affected.

c. When an employee performing temporary duty travel by privately owned conveyance or common carrier voluntarily and for personal reasons returns on non-workdays or on workdays after the close of business to his/her permanent duty station, the maximum reimbursement allowable for the round trip transportation by any mode and per diem enroute will be the per diem which would have been allowed had the traveler remained at his/her temporary duty station.

**20.4 CONSULTATIONS:** All travel rules, regulations, requirements, and interpretations not specifically set out in Joint Travel Regulations shall be matters for consultation between NFFE FL7 IAMAW and the Employer.

## ARTICLE 21

### **EMPLOYEE ASSISTANCE PROGRAM**

**21.1 GENERAL:** The District shall maintain an Employee Assistance Program (EAP) meeting the requirements of applicable laws, regulations and guidelines as provided for in 5 USC 7904. NFFE FL7 IAMAW and the Employer shall discuss any proposed changes or recommendations relative to the program for employees and/or members of the immediate family with medical/behavioral problems. Employee participation in the program shall be voluntary. The Employer shall publicize the EAP on official bulletin boards and will provide program information to employees as necessary.

#### **21.2 PROGRAM:**

**a.** The Employer recognizes alcoholism, other drug dependencies and mental illness as illnesses. Employees who have these illnesses will receive the same careful consideration and respect as employees who have other illnesses. The same consideration will be given to employees who have other personal problems which contribute to poor performance or conduct.

**b.** The Employer will attempt to provide employees with the appropriate assistance to overcome problems which may be contributing to poor performance or conduct.

**c.** The parties acknowledge that the employee has the primary responsibility to maintain acceptable performance and for taking any actions or treatment necessary to maintain it. When an employee sincerely seeks treatment in order to maintain or regain acceptable performance or conduct, the Employer will provide assistance, create an atmosphere of understanding, and attempt to remove the effects of social stigma associated with the problem.

#### **21.3 RESPONSIBILITIES AND GUIDELINES:**

**a.** The supervisor should inform an employee whose performance might be helped by the EAP about the District's program.

**b.** Conduct which has medical aspects, such as conduct which evidences emotional disorder or impaired judgment, or alcohol or drug abuse, will be addressed as medical problems in an effort to provide rehabilitation to the employee. An employee who refuses professional help or is unable to improve his or her performance or conduct with the assistance of a medical rehabilitation program may be subject to disciplinary action or separation.

**c.** Supervisors shall consider the guidance of the referral

sources in establishing reasonable expectation for recovery time of an employee.

d. Participation in the program shall not jeopardize an employee's job security, or his or her opportunity to compete for promotion.

e. In accordance with normal regulations, sick leave will be granted for treatment or counseling sessions on medical problems.

f. Management will consider holding potential discipline in abeyance while the employee is in the treatment program and will consider dropping the potential disciplinary action if the employee completes the treatment program.

**21.4 CONFIDENTIALITY:** The parties agree that confidential handling of problems under this program is essential. The confidential nature of records of employees with medical/behavioral problems shall be maintained. Neither NFFE FL7 IAMAW or any management official shall reveal the name of a person voluntarily seeking assistance without the employee's written consent.

## ARTICLE 22

### ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

**22.1 NOTIFICATION OF UNACCEPTABLE PERFORMANCE:** In accordance with the appraisal system, an employee may be reassigned, reduced in grade or removed for unacceptable performance. When it has been decided by a supervisor that an employee's performance is unacceptable the employee will be given a 60-day written notice of the unacceptable performance prior to initiation of any action. The 60-day period is for the purpose of allowing the employee to bring his/her performance to a satisfactory level. The written notice will specifically state the areas of his/her performance standards which are not met and what steps the employee must take to perform at an acceptable level. If, at the end of the 60-day period, the employee has not brought his/her performance up to a satisfactory level:

a. Thirty (30) day advance written notice will be given the employee which informs the employee:

(1) of the specific instances of unacceptable performance by the employee on which the proposed action is based;

(2) of the critical elements of the employee's position involved in each instance of unacceptable performance;

(3) that he/she can be represented by a NFFE FL7 IAMAW representative, or by an attorney or other representative;

(4) that he/she has reasonable time (not to exceed 15 days) to answer orally or in writing.

b. A written decision within 30 days will be provided the employee which:

(1) in the case of a reduction in grade or removal under 5 USC 4303, specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based; and

(2) unless proposed by the head of the Agency, has been concurred in by an employee who is in a higher position than the employee who proposed the action; and

(3) addresses the efforts the employee has made to improve his/her deficiencies, how these efforts have fallen short, and why further employee or activity efforts would be fruitless.

**22.2 RIGHTS TO APPEAL:** Any decision letter to an employee, stating that action under this article will be taken, will inform the employee

of his/her rights to appeal the decision to the Merit Systems Protection Board or to grieve the decision under the negotiated grievance procedure, but not both.

## ARTICLE 23

### DISCIPLINARY AND ADVERSE ACTION

#### 23.1 GENERAL:

a. Disciplinary and adverse actions against all employees, including probationary employees, must be based on just cause and be consistent with applicable laws and regulations, and be fair and equitable. The broad objective of discipline is to train and motivate employees in the maintenance of reasonable standards of conduct. In those cases where overt corrective actions become necessary, the disciplinary measures taken should have a constructive effect. Disciplinary actions should be taken for the purpose of correcting offending employees and problem situations and maintaining discipline and morale among other employees.

b. For the purposes of this article discipline is defined as follows:

(1) **Informal Disciplinary Actions.** Informal disciplinary actions are taken by the supervisor on his/her own initiative in situations of a minor nature involving unacceptable behavior. Oral admonitions and written warnings are normally the first steps in progressive discipline for behavioral offenses and they may be documented by the Employer. Depending upon the severity of the offense, however, formal discipline may be initiated for a first infraction. In taking an informal disciplinary action, the supervisor will advise the employee of the specific infraction or breach of conduct, exactly when and where it occurred and advise the employee that continued violations will result in formal disciplinary action. The employee should then be allowed to explain his/her side of the incident.

(2) **Formal Disciplinary Actions.** Formal disciplinary actions consist of written reprimands, suspensions, involuntary reductions in grade or pay and removals except for performance actions taken under Article 22 of this agreement. Formal disciplinary actions are initiated by supervisors, but must be coordinated with the servicing Civilian Personnel Advisory Center.

**23.2 PRELIMINARY/FACT FINDING INVESTIGATION:** Employees of the unit are entitled to NFFE FL7 IAMAW representation at all investigations which they have reason to believe may result in disciplinary action being taken against them. If the employee desires such representation, the employee shall be given a reasonable opportunity to arrange for such representation before further discussion occurs.

**23.3 EMPLOYEE RIGHTS:** When an employee is issued a notice of proposed

disciplinary or adverse action under 23.3(b) and 23.3(c), that employee must be afforded and made aware of all of his/her rights and privileges. In all cases, the employee and/or representative shall be given the opportunity to review any and all evidence presented and to reply to the charges orally and/or in writing, using the assistance of NFFE FL7 IAMAW as desired. Evidence against an employee shall be made available to the employee and their representative. The employee shall be given up to eight (8) hours of duty time to review such evidence and prepare a reply.

**a. Written Reprimand.** Prior to issuing a written reprimand the supervisor will meet with the employee to explain the specifics for the letter and provide the employee an opportunity to respond. The letter will conform to the requirements of AR 690-700 and will include a description of the violation, infraction, conduct, or offense and their right to file a grievance under the negotiated grievance procedure.

**b. Suspensions of 14 Days or Less.** An employee against whom a suspension of 14 days or less is proposed is entitled to:

(1) at least ten (10) days advance written notice stating the specific reasons for the proposed action;

(2) not more than seven (7) days to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

(3) have a representative; and

(4) a written decision and the specific reasons therefore at the earliest practicable date. The decision letter will inform the employee of their right to file a grievance under the negotiated grievance procedure.

**c. Extreme Disciplinary or Adverse Action.** When an action is proposed which involves removal, suspension for more than fourteen (14) days, reduction in grade or pay, the affected employee is entitled to:

(1) at least thirty (30) days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed or when it would be unsafe to keep the employee at the worksite, stating the specific reasons for the proposed action;

(2) not more than ten (10) days to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;

(3) have a representative; and

(4) a written decision and the specific reasons therefore at the earliest practicable date. When the final decision is issued, the employee shall be advised that he or she has the right to appeal the decision under the negotiated grievance procedure or to the Merit Systems Protection Board but not both.

d. An employee against whom action is proposed as in paragraph 23.3b and c may request an extension of time to reply. Such a request shall be made in writing. Reasonable effort shall be made to approve a justifiable request for extension. A decision will not be rendered prior to conclusion of the reply period.

e. An employee who has received a proposed suspension action may, in writing, take one of the following options:

(1) request an extension of time to respond to the proposal as outlined in 23.3d, or

(2) indicate their option to request up to a twenty (20) day stay following the date of the decision letter, if a decision to carry out the proposed action is made. If the employee does not respond to the proposed action there will be no stay of suspension.

f. A stay of action will not be implemented in any of the following cases:

(1) Actions involving theft or damage to government property.

(2) Situations where stay of the action may cause disruption in the work place or possible harm to fellow employees.

(3) Dismissal for cause.

**23.4 COPIES OF CORRESPONDENCE:** If the employee elects to be represented by NFFE FL7 IAMAW, he/she will designate their representative in writing and copies of all correspondence concerning the disciplinary or adverse action addressed to the employee will be furnished to the employee's representative.

## ARTICLE 24

### REDUCTION IN FORCE

**24.1 INTENT:** The decision to conduct a Reduction in Force (RIF) is an Employer right. Recognizing the Union's interest in protecting and representing employees, the Employer will notify NFFE FL7 IAMAW of any proposed RIF affecting bargaining unit employees as far in advance as is practicable. To the extent of the information available, this notification will include the grade levels and the number of positions abolished, the proposed date and the reason for action. Applicable laws and regulations covering RIF procedures for employees in the competitive service will be utilized by the Employer and NFFE FL7 IAMAW in carrying out their labor-management responsibilities throughout the RIF process. The government-wide regulations on RIF are contained in 5 CFR 351. The Employer will make RIF registers and other pertinent records available for review by Union officials, representatives and Stewards. Prior to the implementation of any management policy or decision concerning a RIF, NFFE FL7 IAMAW will receive notification of the proposed action and be provided seven (7) days to comment or submit specific proposals for negotiation.

**24.2 RIF NOTICE:** A specific written RIF notice will be given to affected bargaining unit employees not less than 60 days prior to the effective date of the RIF and will include but not be limited to:

- a. the specific RIF action to be taken;
- b. the effective date of the action;
- c. the employee's competitive area, level, sub-group, and service date.
- d. the place where the employees and Union representatives can inspect the regulations and records that are pertinent to his/her case;
- e. grade and pay retention information;
- f. the employee's appeal rights or grievance rights; and
- g. information on outplacement program.

**24.3 MEETINGS WITH THE EMPLOYER:** It is agreed that NFFE FL7 IAMAW will meet as frequently as necessary with the Employer to insure compliance with the provisions of all applicable rules recognized for the purpose of providing effective placement of personnel in the RIF, and insuring repromotion and reemployment rights.

**24.4. REPROMOTION:** Employees who have been downgraded because of the RIF process will obtain priority repromotion consideration to their former grades as follows:

a. Employees selected for repromotion to positions at their former grades and competitive levels will be promoted without competition and in accordance with applicable rules and regulations.

b. Employees will receive repromotion consideration to positions at their former grades, or to intervening grades if they are minimally qualified for the position. Repromotion consideration will also be effected if it can be demonstrated that the employee would minimally qualify for the position within 90 days.

c. Repromotion of affected employees will be effected prior to any other permanent employee being hired into the same type or grade of a position.

d. An employee meeting the above criteria who believes he/she has not been adequately considered for repromotion may file a grievance under the negotiated grievance procedure.

**24.5 GRADE/PAY TERMINATION:** Positions offered and declined over 20 miles away from current duty station will not be used for terminating employees saved grade or pay.

**24.6 OUTPLACEMENT PROGRAMS:** The Employer agrees that in a RIF, as defined by 5 CFR 351, all existing outplacement programs will be fully utilized to include full utilization of the DoD Priority Placement Program for bargaining unit employees who are being changed to a lower grade or separated.

a. NFFE FL7 IAMAW and the Employer will jointly encourage each employee to see that his/her Official Personnel File and employment application are up to date as soon as the RIF is announced. The Employer will work with the affected bargaining unit employees in registering in existing outplacement programs and insuring that employment applications and Official Personnel Files are current. At this time outplacement eligibilities will be discussed

b. The Employer agrees to provide NFFE FL7 IAMAW Stewards all information on the outplacement programs that are available to the affected bargaining unit employees and who fit into this program.

c. An employee shall lose eligibility for "Program R" (DoD Retained Grade Placement Program) if he/she refuses one (1) valid and reasonable job offer as defined in the DoD Priority Placement Manual and 5 CFR 536.

d. The Employer agrees to provide NFFE FL7 IAMAW Stewards information on how employees may update their Official Personnel Files

and employment applications.

## ARTICLE 25

### COMMERCIAL ACTIVITIES

**25.1 GENERAL PROVISIONS:** The Employer and NFFE FL7 IAMAW agree that the Employer has the right under 5 USC 7106 to determine how work may be done to accomplish the mission of the agency. The Employer will follow the laws, rules and regulations when making decisions on contracting out. The parties agree that this article shall only apply to activities that are being performed or which have an impact on their jobs being performed by bargaining unit employees. NFFE FL7 IAMAW representatives will be allowed the opportunity to provide input on the Performance Work Statement (PWS) and will be provided a copy of each draft of the PWS as soon as it is available.

**25.2 COMMERCIAL ACTIVITY CONTRACTING (OMB Circular A-76, dated August 4, 1983 (revised 1999) and the Federal Activities Inventory Reform Act of 1998):** The Employer agrees to give NFFE FL7 IAMAW an opportunity to present its views regarding matters relevant to functions being studied and performance work statements prepared in the course of commercial activities studies. The Employer will notify NFFE FL7 IAMAW at least five (5) days before the beginning of the management study. Up to two NFFE FL7 IAMAW representatives will be allowed two (2) hours to meet with the affected employees during work hours.

**25.3 DIRECT CONVERSION TO CONTRACT PERFORMANCE:** The Employer will notify NFFE FL7 IAMAW at least five (5) days prior to beginning a cost-comparison study for any contracting out of work that may result in impact to jobs being performed by bargaining unit members. The Employer agrees to consider any timely input from the Union as to how work and materials could be reorganized in a more efficient manner. Up to two NFFE FL7 IAMAW representatives will be allowed two (2) hours to meet with the affected employees during work hours.

**25.4 INFORMATION PROVIDED TO BIDDERS:** When requested in writing, NFFE FL7 IAMAW will be simultaneously provided any and all information that is provided to bidders. NFFE FL7 IAMAW may be allowed, on official time (following the requesting procedures outlined in Article 27), to have one (1) Union representative at the bid opening and shall be given the in-house cost estimate at that time if requested in writing.

**25.5 APPEAL:** NFFE FL7 IAMAW agrees that any appeal involving the validity of the in-house cost estimate shall be processed exclusively through the administrative appeals procedure provided by the Federal Acquisition Regulation, OMB Circular No. A-76 (Performance of Commercial Activities), and implementing Army Regulations. The administrative appeals procedure is equally available to all bidders.

**25.6 MINIMIZING IMPACT:** The Employer agrees to take all possible action including negotiation with NFFE FL7 IAMAW as provided for in Article 4 to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained as provided for in the regulations. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires. The Employer agrees to insure that the provisions of A-76 regarding an affected employee's right of first refusal will be adhered to.

**25.7 USING BARGAINING UNIT EMPLOYEES:** NFFE FL7 IAMAW and the Employer recognize the benefits of utilizing bargaining unit employees to accomplish the work. Prior to contracting out, the Employer agrees to make reasonable effort to assign available work to bargaining unit employees.

## ARTICLE 26

### VOLUNTARY ALLOTMENT FOR PAYMENT OF MEMBERSHIP DUES

**26.1 DUES STRUCTURE CHANGES:** The President or other authorized officer of NFFE FL7 IAMAW shall notify the Employer when NFFE FL7 IAMAW's dues structure changes. The change will be effective at the beginning of the first full pay period after receipt of such notice. Such changes may not be effected more than once in a twelve month period.

**26.2 ALLOTMENTS:** Allotments will be effective at the beginning of the first full pay period after receipt of properly completed SF-1187's by the payroll office.

**26.3 ALLOTMENT TERMINATION:** An allotment for a participating member shall be terminated upon:

a. any type of separation from the unit (except temporary promotion or detail);

b. loss of recognition by NFFE FL7 IAMAW;

c. suspension or termination of dues withholding by an appropriate authority outside Department of Defense;

d. suspension or expulsion of member from NFFE FL7 IAMAW. NFFE FL7 IAMAW will promptly notify the payroll office, in writing, when a member of NFFE FL7 IAMAW is expelled or ceases to be a member in good standing.

**26.4 REMITTANCE CHECKS:** The Employer agrees to have the payroll office prepare a bi-weekly remittance check at the close of each pay period for which deductions are made and forward it to the Finance Officer of the National office of NFFE FL7 IAMAW. The check will be for the total amount of dues withheld for that pay period.

**26.5 FINANCE OFFICER CHANGES:** The President of NFFE FL7 IAMAW will immediately notify in writing, the payroll office of any change in the name and/or address of the Finance Officer of the National office.

**26.6 EMPLOYER SUBMITAL:** The Employer will submit with the remittance check a current listing of the members and amounts withheld.

**26.7 ALLOTMENT REVOCATION:** Any employee who has been on dues withholding for less than one year may revoke his/her allotment after the allotment has been in effect for a period of one year by initiating a SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues, and submitting it to the Employer. An employee revocation will take effect the first pay period following the next

annual revocation date, which will be June 30 of each year.

## ARTICLE 27

### OFFICIAL TIME

#### 27.1 GENERAL:

a. NFFE FL7 IAMAW and the Employer recognize that the acceptance of a position as a Union Officer or Steward carries with it the duty of fair representation of all bargaining unit employees and the obligation to perform the duties of their positions as Federal employees. In recognition of this obligation, the Employer and NFFE FL7 IAMAW agree that official time shall be made available for the performance of representational functions by Officers and Stewards.

b. NFFE FL7 IAMAW Officers and Stewards shall use official time not to exceed 450 hours for the President, 350 hours for the Chief Steward, and 300 hours for all other Officers and Stewards per year (a year is defined as anniversary date of the Collective Bargaining Agreement). The hours listed above shall be in addition to the hours for training as outlined in this Article and official time required for negotiation of a collective bargaining agreement. This official time shall be used as described throughout the articles of this contract for the administration of this contract but shall not be used for any internal Union business.

c. Significant or unusual situations may occur where it may become necessary for the Union to provide bargaining unit representation, and the designated Officer or Steward has used the amount of official time allowed above. In such situations, the Employer will consider a request for additional official time on a case-by-case basis. This consideration will be based on a balancing of the benefits to be derived from sound employee-management relations and the need for the Officer or Steward to perform the duties of their position as a Federal employee. Refer to Title 5 USC, Chapter 71, Subchapter IV, Section 7131.

d. The Employer agrees to grant 40 hours per year of official time (separate from any other block of official time) to Union Officers and Stewards for the purpose of attending Union-sponsored training sessions, provided the subject of the training is of mutual benefit and does not involve internal Union business. Each Officer/Steward may use up to 10 additional hours of official time (from the bank of representational time). A written request for official time will be submitted at least 14 days in advance of the training by the Union's designated point of contact to the Employer. The request will contain a copy of the course agenda and information about the duration, purpose and nature of the training. If the official time request is denied, the management official denying the official time will state the reasons why in writing and provide the

written document at least seven (7) days before the proposed training.

**27.2 RESTRICTIONS:** In no case will official time be used for:

a. Internal Union business including solicitation of membership, collection of dues or other assessments, general Union meetings, circulation of petitions, solicitation of signatures on dues withholding authorization forms, or campaigning for labor organization office.

b. Any of the functions outlined in Article 27.3 which might result in a request or the payment of overtime, unless specifically authorized by the Employer.

**27.3 REPRESENTATIONAL FUNCTIONS:** The Employer and NFFE FL7 IAMAW agree that it is mutually beneficial for reasonable time to be made available for Officers and Stewards to perform duties associated with their representational functions. Representational functions are identified on the Official Time Release Form. Specific activities associated with representational functions may include, but are not limited to: review and preparation of correspondence with management; investigation and processing of grievances; attendance at formal discussions and at investigatory meetings; preparation of and participation in arbitrations and Merit Systems Protection Board (MSPB) hearings; research and preparation of bargaining proposals; meetings with management to discuss conditions of employment; and service on any committees in an official capacity. The Employer may occasionally request Union participation in certain specific activities, but not require the use of representational hours for the participation. When making these types of requests, the Employer will identify that use of representational hours is not necessary. The Employer shall keep a running record of time spent by each Officer or Steward on authorized activities as recorded on the Official Time Release Form.

**27.4 OFFICIAL TIME RELEASE FORM:** In order to facilitate this accounting of Official Time, each NFFE FL7 IAMAW Officer and Steward using official time will notify his or her supervisor on an Official Time Release Form as follows:

a. NFFE FL7 IAMAW and the Employer agree that it is appropriate for the Official Time Release Form to be submitted and responded to in a timely manner. Such actions allow for appropriate official time to be scheduled and for adjustments to work assignments to be made. NFFE FL7 IAMAW Officers and Stewards may use up to fifteen (15) minutes performing representational duties on a particular matter without requesting official time. If more than fifteen (15) minutes are required to address any particular matter, the Officer or Steward shall submit an Official Time Release Form to his/her supervisor or the supervisor's designee. Officers and Stewards shall make every effort to submit requests for official time as soon as is reasonably

possible. The Employer shall make every effort to review the Official Time Release Form and to respond to it as soon as is reasonably possible.

b. The Employer recognizes that the Officer's or Steward's representational duties will at times take them away from their duties to the Employer. The Employer will make reasonable effort to accommodate these representational duties. When making work assignments, the Employer will consider time required for the Steward's representational duties. If an Officer or Steward cannot be released because of emergency or pressing work requirements, the Employer shall indicate to the Officer or Steward approximately when they can be released and indicate on the Official Time Release Form, the reason for the denial. The term "pressing work requirements" shall not be construed to mean normal, routine or day-to-day work.

c. Whenever possible, the Officer or Steward shall attempt to complete his/her representational functions at set and regular intervals (such as: last hour of the day, half day on Tuesday, etc.) The Employer and the Union shall consider the standardizing of all Labor-Management Committee meetings so as to occur on the same day to conserve the use of travel time for such meetings.

**27.5 REPRESENTATIONAL TRAVEL:** Payment of travel expenses will be allowed in accordance with provisions of the Joint Travel Regulation (JTR). At Portland District projects where the Union is unable to appoint a Steward and representational problems cannot be solved through the use of mail, telephone or other options, the Employer will provide a Government vehicle for travel to the project.

# NFFE FL7 IAMAW

## Official Time Release Form

Representative's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Representative's Position: \_\_\_\_\_ Office Symbol: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

### Representational Function(s) Being Performed

(All categories cumulatively apply to negotiated hours identified in Article 27 except as noted below\*)

- |                                      |   |  |
|--------------------------------------|---|--|
| <input type="checkbox"/> Grievance   | <input type="checkbox"/> Formal Discussion    | <input type="checkbox"/> Pre-Grievance Investigation |
| <input type="checkbox"/> Arbitration | <input type="checkbox"/> Document Review      | <input type="checkbox"/> Weingarten Meeting          |
| <input type="checkbox"/> Safety      | <input type="checkbox"/> Other Representation | _____  |

\* Training (separate block of official time hours per Article 27.1.d)

\* Negotiations (per Article 4)

\* Labor/Management meeting or training that does not count toward negotiated official time hours, as identified in attached invitation(s) (per Article 27.3)

Estimated Departure: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Estimated Return: Date: \_\_\_\_\_ Time: \_\_\_\_\_

Estimated Timekeeping Hours: \_\_\_\_\_

Government Vehicle Required for Travel (per Article 27.5)  Yes  No

**Released**

**Not Released** If representative will not be released as requested, when will the representative be released?

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Reason not released: \_\_\_\_\_  
\_\_\_\_\_

Supervisor's Name Printed: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_

Actual Timekeeping Hours: \_\_\_\_\_ Representative's Initials: \_\_\_\_\_

Supervisor's Initials: \_\_\_\_\_

**Form Disposition: Upon completion of actual hours used, the Representative will route**

this form to the Supervisor who will provide a copy to Representative's timekeeper and the Labor Relations Specialist in CPAC. The timekeeper will file a copy of this completed form with time and attendance records.

## ARTICLE 28

### OFFICIAL FACILITIES AND SERVICES

**28.1 CONFERENCE ROOM USE:** The Employer agrees to allow NFFE FL7 IAMAW the use of District conference rooms when available. Requests for use will be submitted at least five (5) days in advance of the requirement to the appropriate office, or project/area engineer.

**28.2 BULLETIN BOARDS:** The Employer will assign bulletin board space for use by NFFE FL7 IAMAW on the District's bulletin board, and one per field office location. Assigned bulletin board space of approximately 1440 square inches will be provided in the District headquarters building. Assigned space will be 320 square inches on each bulletin board in field locations. NFFE FL7 IAMAW may post material in assigned space on bulletin boards without the Employer's approval. The posted material shall always be in good taste and not defamatory in nature. NFFE FL7 IAMAW is responsible to maintain the Union's posted material in a current state.

**28.3 DISTRIBUTION OF AGREEMENT:** Upon approval of the agreement the Employer will furnish 150 copies to NFFE FL7 IAMAW for distribution. One electronic copy will be provided to NFFE FL7 IAMAW. Additional copies are the responsibility of NFFE FL7 IAMAW.

**28.4 EMPLOYEE LISTINGS:** The Employer will furnish to NFFE FL7 IAMAW, quarterly, a list of the employees in the unit by name, title, grade, and organization unit.

**28.5 DATA AVAILABILITY:** The Employer agrees to make available to NFFE FL7 IAMAW and employees, new and updated publications and supplements, including Office of Personnel Management and Merit Systems Protection Board publications, Title 5 of the US Code, and classification standards. The Employer will, to the extent not prohibited by law, make available by notification, data as described by Section 7114(b)(4) of Title VII that may impact on members of the bargaining unit or as relative to the Labor-Management Relations Program.

**28.6 COMPUTERS:** One PC\*, with configuration standards to provide for Portland District network access where currently available, typewriter and lockable desk will be provided for the Primary Steward in the field. The use of this equipment is exclusively for the Primary Steward in performing representational duties of bargaining unit members. One lockable desk will be provided at each field office with a Steward for the use of any Steward at that office that does not normally have a desk, subject to availability of space.

**28.7 EQUIPMENT ACCESS:** Stewards will be given access to copiers and PCs for duties associated with authorized activities as listed in

Article 27.3, subject to availability of copiers and PCs.

**28.8 INFORMATION TECHNOLOGY USE:** Stewards may use the in-house mail system, Internet, Intranet, an electronic bulletin board and electronic mail, limited to authorized activities as listed in Article 27.3 and all correspondence will be free from inspection or interference and will not be opened by anyone other than the addressee when labeled "Official Union Business."

**28.9 PHONE AND FAX USE:** Employer agrees that any official of NFFE FL7 IAMAW may use District telephones and FAX machines for activities listed in Article 27.3 when on official time.

**28.10 UNION OFFICE:** Employer agrees to provide NFFE FL7 IAMAW with an enclosed office of approximately 230 square feet in the District headquarters. However, should total District space requirement change, the Employer will attempt to provide an acceptable alternative location. The office will be equipped with a desk, desk chair, one five drawer file cabinet, one four shelf bookcase, a telephone, and PC\* with Portland District Network access.

**28.11 LIMITATIONS:** Use of facilities and equipment provided in accordance with this Article will be limited to official time as defined in Article 27 or non-duty hours.

\*PC will include a printer and word processing software.

## ARTICLE 29

### **SMOKING POLICY**

**29.1 SMOKING LOCATIONS:** All indoor smoking in Corps owned or leased space is prohibited. Smoking will be permitted in designated outdoor areas only, at least 50 feet away from common points of entry into the workplace. The issue of outdoor smoking areas will be addressed at each location through discussions between the Employer and representatives of affected labor organizations. Smoking is prohibited in Government owned, rented, or leased vehicles.

**29.2 PERMISSIONS:** Smoking will be permitted during routine rest breaks and lunch periods.

## ARTICLE 30

### **TERRORISM AND CRIMINAL ACTIVITIES**

**30.1 EMPLOYEE PROTECTION:** Where appropriate, the Employer shall investigate and consider steps to protect on-duty employees from terrorist and criminal activity based on need established by local area criminal activity reports.

**30.2 HOSTAGE ACT:** In the event an employee is subject to hijacking or kidnapping, the Employer will comply with the provisions of the Hostage Restitution Act as codified in 5 USC 5561 to 5563 applicable only outside the continental U.S. Questions of compensation will be resolved in accordance with applicable Comptroller General decisions and applicable safety and health laws, regulations, and the negotiated agreement.

**30.3 TRAUMATIC INJURY:** Employees who, while in the performance of duty, suffer a traumatic injury and/or occupational disease or illness as the result of hijacking or kidnapping will, if applicable receive benefits under the Federal Employees Compensation Act and/or any other medical or injury benefit as provided for by regulation and/or law.

ARTICLE 31

**DRUG FREE WORKPLACE**

**31.1 GENERAL:** NFFE FL7 IAMAW and the Employer recognize the benefits to all employees that accrue from drug free work places. The Employer and NFFE FL7 IAMAW will cooperate on implementation of Executive Order 12564 for establishment of a drug-free workplace.

## ARTICLE 32

### TELEWORK

**32.1 GENERAL:** NFFE FL7 IAMAW and the Employer agree that Telework is a valuable management tool designed to improve an employee's quality of life while enhancing work place flexibility. Telework affects conditions of employment and the Employer agrees to provide NFFE FL7 IAMAW the opportunity to negotiate the impact and implementation of any future changes to established Telework programs. Section 359 of Public Law No. 106-346 requires each Executive Agency to establish a policy under which eligible employees of the agency may participate in Telework to the maximum extent possible without diminishing employee performance. The Department of Defense and the Employer's policies are designed to actively promote Telework in the Portland District. It is the Employer's intent to comply with all higher headquarters Telework policy and guidance. Section 359 of Public Law No. 106-346, Department of Defense Telework Policy and NWPR 690-1-2 provide guidance for implementation of the program.

**32.2 ELIGIBILITY:** In order for an employee to participate in the Telework program, both the employee and the particular position that the employee occupies must be deemed suitable for teleworking. It is DoD policy that an employee have a proven or expected minimum performance rating of "fully successful" or equivalent to be eligible for Telework. However, the Employer's current policy requires a proven or expected minimum performance rating of "2" to be eligible for Telework. The employer will make a determination as to whether the position and the employee are suitable for Telework.

#### **32.3 NOTIFICATIONS:**

**a.** NFFE FL7 IAMAW will be notified each time that a District-wide list of bargaining unit employees or positions eligible for Telework is generated.

**b.** A bargaining unit employee participating in Telework shall normally be notified one (1) day in advance when the employee is required to report to their traditional work-site, unless a more immediate need to report to the traditional work-site is required based on operational or mission requirements.

**32.4 GRIEVABILITY:** Selections or non-selections of NFFE FL7 IAMAW bargaining unit employees for participation in the Telework program shall be administered in accordance with the regulations cited in paragraph 34.1. NFFE FL7 IAMAW and/or bargaining unit employees may grieve non-selection for participation in the Telework program if either party believes the determination of eligibility or the application process was inappropriate.

## ARTICLE 33

### **DURATION AND EFFECTIVE DATE OF AGREEMENT**

**33.1 APPROVAL AND DURATION:** In accordance with 5 USC 7114, this agreement will be effective upon the approval by the head of the agency. It shall remain in effect for three (3) years. The agreement shall be renewed for an additional three-year period on each third anniversary date thereafter unless between no more than 105 calendar days or less than 60 calendar days prior to the anniversary date either party gives written notice to the other party of its desire to modify or terminate the agreement.

**33.2 MODIFICATION:** This agreement is not subject to modification or amendment because of future Department of Army Regulations unless the Department of Army Regulations are required by law or by regulation of an authority outside the Department of the Army and are mandatory and not discretionary with the Employer. Request for modification because of mandatory implementation will be made by written notification to the Union indicating the modification and basis therefore. Such amendment shall be made effective upon approval by the head of the agency.

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

IN WITNESS WHEREOF the parties hereto have entered into this AGREEMENT on March 12, 2004:

**FOR THE DISTRICT**

**FOR NFFE FL7 IAMAW**

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Charles S. Markham  
Lieutenant Colonel, EN  
IAMAW  
Acting Commander

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Frank E. Hupp  
President, NFFE FL7  
Chief Negotiator

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Michael P. Roll  
Chief Negotiator

---

Jeffrey A. Hepler  
Member

---

Dale S. Mazar  
Member

---

George P. Rivard  
Member

---

David C. Beach  
Member

---

Edwin C. Loomis  
Member

---

Kathleen E. Dooney-Foster  
Member