



US Army Corps
of Engineers
Headquarters
South Pacific Division



International Federation
of Professional &
Technical Engineers
Local 49

Labor – Management Agreement

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Preamble

Pursuant to Title VII, Public Law 95-454 (Civil Service Reform Act of 1978), regarding Federal Service Labor-Management Relations, the following articles of this basic Agreement together with any and all supplemental agreements and amendments which may be agreed to later constitute a total agreement by and between the U.S. Army Corps of Engineers, South Pacific Division, and the International Federation of Professional and Technical Engineers, Local 49.

The parties to this Agreement recognize that they have a mutual and cooperative interest in the effective accomplishment of the assigned responsibilities of the U.S. Army Corps of Engineers, South Pacific Division, the Department of the Army, and the Department of Defense, and that their mutual interests will be furthered by the establishment and maintenance of labor-management cooperation.

It is recognized that the participation of employees and their organizations in the formulation and implementation of personnel policies and procedures will facilitate empowerment and contribute to the improvement and efficient administration of the public service.

ARTICLE 1
Recognition and Unit Designation

1.1 **Authority:** This Agreement between Headquarters, U.S. Army Corps of Engineers, South Pacific Division and the International Federation of Professional and Technical Engineers, Local 49, is made under the authority contained in the Civil Service Reform Act of 1978 (Chapter 71 of Title 5 of the U.S. Code), hereinafter referred to as the CSRA and is based on the certification by the Federal Labor Relations Authority (Case No. SF-RP-08-0037, dated May 16, 2008) of Exclusive Recognition to International Federation of Professional and Technical Engineers hereinafter referred to as the Union. The Headquarters, U.S. Army Corps of Engineers, South Pacific Division (SPD), hereinafter is referred to as the Employer or Management.

1.2 **Coverage:**

a. **Included:** This Agreement is applicable to all employees of the Headquarters, South Pacific Division, U.S. Army Corps of Engineers, San Francisco, California.

b. **Excluded:** All management officials; supervisors; employees described in 5 U.S.C. 7112(b)(2)(3)(4)(6) and (7).

1.3 **Purpose:** The purpose of this Agreement is to prescribe the rights and obligations of the employees of SPD and to establish procedures which are designed to meet the special requirements and needs of SPD. The provisions of this Agreement should be interpreted in a manner consistent with the requirement of an effective and efficient Government, and maintenance of employee well being.

ARTICLE 2
Definitions

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

Agreement: Labor/Management contract between the parties. The collective-bargaining Agreement entered into as a result of bargaining in accordance with the Federal Service Labor-Management Relations Statute.

Alternative Dispute Resolution (ADR): Any procedure used in lieu of adjudication to resolve issues

of controversy such as facilitation, mediation, ad-hoc committee, fact finding, mini trial, settlement negotiation, or non-binding arbitration and the procedures described herein.

Alternative Work Schedule: See at page 21.

Arbitration: The process by which the parties to a dispute submit their differences to the judgment of an impartial person. The final step in a negotiated grievance procedure; the arbitrator's decision is binding on the parties.

Basic Work Schedule: See at page 21.

Basic Work Requirement: See at page 21.

Biweekly Pay Period: See at page 21.

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

Compressed Work Schedule (CWS): See at page 21.

Conditions of Employment: Policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions.

Core Hours: See at page 22.

Credit Hours: See at page 22.

Days: All references to days are in calendar days and all time limits are counted in calendar days, unless otherwise stated. When calculating time limits, the day of an action or receipt of a document is not counted. The last day of the time limit is counted unless it is a Saturday, a Sunday, a legal holiday, or a day on which the employee is not regularly scheduled to work at the permanent duty station. In those cases, the last day of the time limit will be moved to the next regularly scheduled workday.

EEO: Equal Employment Opportunity.

Employee: A bargaining unit member.

Employee Work Areas: The work area will include the employee's assigned workstation and other adjacent or contiguous areas used by the employee.

Employer: U.S. Army Corps of Engineers, Headquarters, South Pacific Division.

Federal Labor Relations Authority (FLRA): An independent agency charged in Section 7104 of the Statute with (among other things) determining appropriate bargaining units, resolving issues related to bargaining in good faith, conducting hearings and resolving complaints of unfair labor practices, resolving exceptions to arbitrator's awards, and otherwise administering the Statute.

Fair Labor Standards Act of 1938, as amended (FLSA): Title 29 U.S. Code, 201, et seq.

Federal Mediation and Conciliation Service (FMCS): An independent agency which provides services and assistance to agencies and exclusive representatives in the resolution of negotiation issues, including mediation services.

Federal Service Impasses Panel (FSIP): An entity within FLRA charged in Section 7119 of the Statute with providing service and assistance to agencies and exclusive representatives in resolving negotiation issues/impasses.

Federal Service Labor-Management Relations Statute (Statute): Title 5, U.S. Code, Chapter 71. See <http://www.flra.gov/statutes/fslmrs/fslmrs.html>.

Flexible Work Schedule (FWS): See at page 22.

Flexitour: See at page 22.

Grievance: A grievance means any complaint except as excluded by Article 9 of this Agreement: (1) by any employee concerning any matter relating to the employment of the employee; (2) by any labor organization concerning any matter related to the employment of any employee; or (3) by any employee, labor organization or agency concerning: (a) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Grievant: An employee, group of employees, Union representative, or Employer representative who has a grievance.

Impact and Implementation (I&I): The bargaining process for: (a) management officials exercising their authorities for change by the exercise of management rights in accordance with the Statute, and (b) the union's involvement in negotiating the procedures to be used.

Individual Development Plan (IDP): The IDP is to chart and plan individual development over the next year and into several years. It identifies specific training and experience requirements to help achieve career goals. It is a vehicle to obtain information regarding career possibilities and provide feedback on strengths and weaknesses.

Interest Based Bargaining (IBB): A bargaining process in which the parties: (1) identify the specific issue to be addressed, (2) state their interests relative to the issue, (3) identify options/solutions to address the issue, (4) evaluate the options based on agreed upon standards, and (5) come to agreement by consensus. The process requires communication rather than exchanging proposals as is done in traditional bargaining (also called Win-Win or Consensual Bargaining).

Interim Bargaining: Bargaining between parties during the life of the Agreement.

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

Mediator: A third party from the San Francisco Federal Executive Board (SF FEB) or the Federal Mediation and Conciliation Services (FMCS), or from another source, which assists in mediation.

Merit System Protection Board (MSPB): The U.S. Merit Systems Protection Board is an independent, quasi-judicial agency in the executive branch that serves as the guardian of federal merit systems. The board's mission is to ensure that Federal employees are protected against abuses by agency management, that executive branch agencies make employment decisions in accordance with the merit system principles, and that Federal merit systems are kept free of prohibited personnel practices.

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

Official Personnel File: An employee's official personnel records, maintained by Human Resources.

Official Time: Duty time that is granted to perform designated union functions without loss of pay or charge to an employees leave account

Overtime Hours: See at page 22.

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

Parties: Headquarters, South Pacific Division (Employer) and Local 49, International Federation of Professional and Technical Engineers (Union).

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

Representational Activities: Representational activities are those activities for which Official Time may be granted in accordance with the Statute including participating in grievance and arbitration procedures, attending meetings in which disciplinary action against an employee is possible, bargaining with the Employer, acting as an advocate for employees before third parties, preparation for representational activities, participating on boards and committees with the Employer, assisting employees during classification audits and other activities for the benefit of employees as described in this Agreement and permitted by law and government-wide regulations.

San Francisco Federal Executive Board (SF FEB): The SF FEB initiates and enhances coordination of overall Federal government activity within the San Francisco Bay Area to: 1) advance the Administration's goals and initiatives; 2) create and advance local initiatives such as training, blood drives, EEO/Diversity events, job fairs, employee recognition awards, and Alternative Dispute Resolution through a Shared Neutrals Mediation Program; and, 3) provide information, referrals, and guidance for intergovernmental and community outreach. See <http://www.sffeb.us/>.

Statute: Title 5, U.S. Code, Chapter 71, The Federal Service Labor-Management Relations Statute. See <http://www.flra.gov/statutes/fslmrs/fslmrs.html>.

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

Telework: See at page 22.

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

Tour of Duty: See at page 23.

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

Union: Local 49, International Federation of Professional and Technical Engineers, AFL-CIO & CLC.

ARTICLE 3

Terms and Amendments

3.1 **Term:** This Agreement will remain in effect for 3 years. However, the Agreement will be automatically renewed annually thereafter, unless at least 90 days prior to the anniversary date either party gives written notice to the other of its desire to terminate or re-bargain portions of the Agreement. In the event that one of the parties notifies the other of the desire to terminate or re-bargain portions of this Agreement, the parties will meet for the purpose of bargaining no later than 60 days prior to the expiration date of this Agreement.

3.2 Amendments and Supplements:

a. **Written Agreement Required:** This Agreement may be amended or supplemented only by mutual written agreement of the parties.

b. **Interim Bargaining:** The scope of interim bargaining is limited to issues that are not covered in this Agreement and as defined in the Federal Service Labor Management Relations Statute, unless the parties agree otherwise. The Union will be provided the opportunity to bargain all other details of employment

that are matters for which bargaining is required by law. The parties acknowledge that interest based bargaining is the preferred method of bargaining.

(1) The Employer will provide the Union with 15-calendar-day written notice before changes in working conditions and personnel practices are implemented. If the Union requests to bargain, its request will be made in writing to the Commander or Labor Relations designee and include proposals or, at a minimum, a list of issues and interests regarding the matter within the 15-calendar-day notice period.

(2) Notification to the Union of Employer changes will be delivered directly to the Union President or designee. Notices will generally be delivered by electronic mail and the date of receipt by this media shall be considered the date sent or the next regular business day if sent on a non-business day or after core hours.

(3) Information or documentation relied upon will be provided or referenced, with the notification.

(4) Requests from the Union to bargain interim changes will be delivered to the Commander or Labor Relations designee. The Employer, within 15 calendar days of receipt of request, will inform the Union of its response.

(5) Written requests by either party for a reasonable extension of time will normally be granted by the other party if requested within the original time period to respond.

c. **Changes in Working Conditions and Personnel Practices:** The Employer will provide the Union President or designee written notice of proposed changes in working conditions. If the Union elects to negotiate regarding the substance, appropriate arrangements, or the mitigation of adverse impacts of such changes, the Employer will refrain from implementing the change until good faith bargaining and, where appropriate, impasses procedures regarding that change have been completed. Nothing in this provision is intended to infringe upon management's right to implement changes in cases of emergencies, or based upon compelling need, or by mutual consent of the parties. (The Employer will provide supervisors with written guidance.)

d. **Conflict with Law:** Conflicts between the terms of the Agreement and applicable statutory law will be resolved by compliance with applicable law.

The parties will notify each other in a timely manner should any such conflict arise, and engage in good faith negotiations regarding any necessary modifications to the Agreement.

e. **Effect of Government-Wide and Agency Regulations:** The Agreement is governed by existing government-wide and agency regulation, except to the extent the parties have agreed otherwise in accordance with applicable law. Any conflict between this Agreement and any future agency regulation will be resolved by compliance with this Agreement.

f. **Severability:** Should any part of this Agreement or any provision or provisions contained herein be rendered or declared invalid by reason of any of the contingencies referred to in this Article, the remaining provisions of the Agreement shall remain in full force and effect.

ARTICLE 4

Rights of the Employer, Employees, and the Union

4.1 **Non-harassment:** The parties recognize that the Union is accorded by the Statute and regulation a role in the conduct of SPD activities. Accordingly, Union members and Union officers will be treated in a cordial and businesslike manner appropriate to a professional office. In addition, Union members will be free of harassment, intimidation and discrimination because of Union activities.

4.2 **Implementation:** The Employer and Union may conduct joint labor-management training on the provisions of this contract for Union officers, supervisors, and managers within 90-120 days of the effective date of the Agreement. The Union may conduct similar training for bargaining unit members within the same time frame. Reasonable Official Time and facilities will be made available to implement this training with advance request to the Employer.

ARTICLE 5

Labor Management Communications

5.1 **General:** The parties recognize that changes in working conditions can be frequent and agree that the parties must work together to minimize the disruptions caused by those changes, while maximizing the opportunities for improving agency performance and productivity, and employee satisfaction. The parties

agree that involving and empowering employees and their organizations is the best way to accomplish needed changes.

5.2 Information Sharing: Union members will be given the opportunity to be included on the committees that are identified in this Agreement and any other committees where the Employer determines that the Union may provide useful or helpful input.

ARTICLE 6

Union Trustees and Representatives

Designation of Trustees and Representatives: Names of Union trustees and other representatives will be furnished in writing to the Employer. The Employer will be promptly notified by the Union of every change of trustees or other representatives. The list of names will be kept current and will be posted by the Union on all official Union bulletin boards.

ARTICLE 7

Use of Official Time

7.1 Scope:

a. Union officials will be granted reasonable amounts of Official Time for preparing for and conducting activities involved with administering this Agreement. Such activities include grievances, arbitration, complaint resolutions, FLRA issues, impasse panel actions, mediation, partnering, alternative dispute resolution, counseling Union members on representation actions, fact finding, training and other representational duties.

b. An aggrieved employee and the employee's representative will be granted a reasonable amount of Official Time to prepare for and to attend discussions on the grievance with the Union officials and the Employer, to attend official meetings for resolution (e.g. arbitration hearings, ADR, mediation); and, to prepare for and present replies to such proposed actions and any follow-on actions.

c. The Employer will provide a reasonable amount of labor relations training commensurate with the needs of the employer and the Union. The total annual cost for this training will not exceed \$7,500 and the Official Time required will not exceed 200 hours, subject to the availability of funds. For purposes of budgeting, the labor-management training requested by

the Union will be given the same priority as other mission critical functions.

d. Up to 16 hours per year for preparation of information reports required under 5 U.S.C. 7120(c), including financial reports will be accorded Union officials.

e. Solicitation of Union memberships, internal elections, collection of dues and other internal business activities of the Union will not be conducted during the duty hours of the Union officials concerned.

7.2 Use of and Requests for Official Time:

a. Union representatives and employees will be granted a reasonable amount of Official Time to perform representational functions, functions related to administering this Agreement and reasonable preparation time.

b. Requests for Official Time will ordinarily be made in advance of use and in a timely manner. The request will be made to the immediate supervisor or other appropriate management official, including human resources personnel. The employee will indicate to the supervisor if the Official Time request involves Official Time for FLRA activities or other mandatory activities by indicating the Type Hours time keeping code (See APPENDIX A). The employee will indicate the estimate of hours required and indicate the location of the representational activities in accordance with the ordinary custom and practice for the absences for other reasons (e.g. the standard operating procedure). If no management official is reasonably available or the approval or denial is not received in a timely manner, the Union representative may respond to the request for representational requirements and will report the time as described herein.

c. Union officials will be granted incidental Official Time (not to exceed 30 minutes at a time) for representational activities without advance approval. This time would include items such as: responding to unscheduled incoming inquiries, scheduling of representational activities and for requesting larger blocks of Official Time. Supervisors will be kept informed of this incidental Official Time usage and it will be accounted for in cumulative 15 minute blocks of time on timesheets.

d. When a Union official or employee requests Official Time, it will not be unreasonably denied nor will the release be unreasonably delayed. Ordinary

workload will not preclude the release of the Union official or employee. It will be considered unreasonable if a delay in granting a timely request causes a time limit to be missed, as specified in this Agreement or imposed by a third party. In this case, an extension of the time equal to the delay will be granted if requested by the Union, Union official(s) or employee.

e. The parties agree that accounting for Official Time used in labor management activities is a critical Union and management responsibility. Accordingly, Union officials and employees will record approved Official Time used on their timesheets as regular (RG) time by applicable type hours code (see APPENDIX A) in accordance with established office policy on time-keeping and attendance requirements for non-Union related activities. Official Time will be recorded in 15 minute increments and it will be reported daily.

ARTICLE 8 Use of Facilities

8.1 Representational Activities: The Union may make reasonable use of government facilities, including: office space, equipment and services, in order to conduct representational activities.

a. Office Space: The Union may use employee work areas for conducting representational activities.

b. Equipment: The Union may make reasonable use of copiers, telephones, computers, FAX machines and related government equipment in order to conduct representational activities. Outside telephone calls for representational activities will be reasonable in length and frequency. Copying machines may be used to reproduce a reasonable amount of material necessary for representational activities.

c. Services: The Union may make reasonable use of government internal mail delivery and computer networking systems.

8.2 Internal Union Business: The Union may make minor or incidental use of government office space, equipment and services in connection with internal Union activities. This includes the storage of Union files in employee work areas or other areas as mutually agreed.

8.3 Conference Rooms: Upon the request of the Union, the Employer will make official conference rooms available, for meetings and other appropriate representational activities, when not otherwise in use. Similarly, the Union will be allowed to make reasonable use of government conference rooms, which are not otherwise in use, for internal Union purposes during non-duty hours.

8.4 Bulletin Boards: The bulletin board will total approximately 15 square feet and be of standard dimensions. It will also be aesthetically pleasing and suitable for use in a professional office. The board will be placed in a mutually agreeable location that best serves the interests of both parties.

ARTICLE 9 Grievance Procedure

9.1 Scope: The negotiated grievance procedures will only apply to matters described in the definition of a grievance, listed in Article 2, Definitions. The following items are not grievable or are excluded from the grievance procedure:

a. Any claimed violation of subchapter III of chapter 7321-7326 of Title 5 (relating to prohibited political activities);

b. Retirement, life insurance, or health insurance;

c. A suspension or removal under section 7532 of Title 5;

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. Any matter already raised under another informal or formal complaint or appeal procedure authorized by law, rule or regulation (such as EEO, MSPB or Office of Special Counsel procedures); and

g. Any proposed disciplinary action.

9.2 General:

a. This grievance procedure applies to grievances initiated by an employee, grievances

initiated by the Union on behalf of an employee, grievances initiated by an employee or the Union on behalf of a group of employees with similar grievances and grievances initiated by the Union on its own behalf.

b. It is the policy of the parties that employees are entitled to present grievances and to have them considered and resolved expeditiously, fairly and impartially. All persons involved in the grievance resolution process will be free from restraint, interference, coercion, discrimination or reprisal.

c. Employees or groups of employees may exercise their right to present a grievance for adjustment under this Article and act as their own representative. The parties acknowledge that this provision does not preclude the Union from being present at employee-initiated grievance meetings, if the Union so elects.

d. Employees and the Union are entitled to present grievances and to communicate with supervisors or managers and officials in order to resolve their grievances. Employees will be permitted a reasonable amount of official duty time, if otherwise in a duty status at the employing activity, and reasonable use of government facilities to prepare and present grievances and to communicate with management officials, Human Resources, and Union officials.

e. A group of employees with similar grievances, having essentially the same fact(s) or the same issue(s) may select from among their number one individual to participate in the process on behalf of the group or they may elect to have Union representation. All employees who are part of the group grievance will be named in the document supporting the grievance and will be bound by the results of the group grievance. Similarly, the Employer may choose to join similar grievances. The grievants so joined may select an individual to represent the group or may seek representation by the Union.

f. The remedy requested in a grievance must be personal to the employee and may not include a request for disciplinary or other action affecting another individual.

g. The time limits specified in this Article may be extended by mutual agreement of the grievant or Union and the Employer. Requests for extension shall not be unreasonably denied if requested prior to expiration of the applicable time limit. Failure to meet timeframes by the party receiving a grievance may

result in the aggrieved party advancing the grievance to the next step. Failure by the aggrieved party to advance the grievance to the next step, up to and including arbitration will be considered failure to prosecute. Accordingly, the case will be considered withdrawn and closed. If the Employer fails to issue a timely decision at the final step in the grievance procedure and the grievance is subsequently referred to arbitration, the Employer shall pay the full costs of arbitration.

h. Requests for data by the Union to Management will be in accordance with the law at 5 U.S.C. 7114(b)(4).

9.3 Documentation:

a. The grievant has a right to the documentation relied upon by the deciding official. Throughout the grievance process, information will be shared to the extent possible. For example, if statutes or regulations provide governing guidance, that guidance will be made reasonably available to the grievant.

b. A copy of all formal grievances received by the Employer and of all grievance decisions will be provided to the Union. In response to requests from the Union, the Employer will inform the Union of the status of a grievance.

c. All details of the dispute, discussions made in an attempt to resolve the dispute and the final resolution will be kept confidential and will not be disclosed outside of the grievant, the Union representative, and those Union and management officials who have a need to know, except that pertinent information may be generally released by mutual consent and otherwise in accordance with the Privacy Act.

d. Informal grievances may be submitted orally or by e-mail or in writing and the notice of decision may be delivered by e-mail. Formal grievances and all grievance decisions and notices to advance to another step must be submitted in writing and by hard copy if possible, though copies of the signed documents and any back up documents may be submitted by electronic media such as; e-mail or facsimile.

9.4 Step 1. Informal Problem Solving Process:

a. Notices of Decision of Formal disciplinary action are excepted from Step 1 (they begin at Formal Step 2).

b. Notification: An employee may informally present an informal grievance to his or her immediate supervisor before filing a formal grievance. The problem must be presented within 30 calendar days of the act or event prompting the informal grievance, or the date that the employee became aware of (or could reasonably have become aware of) the act or event.

c. Resolution: The supervisor must consider the employee's informal grievance and should attempt to resolve the matter within 15 calendar days from the date it is first brought to the supervisor's attention. The supervisor will provide the employee an informal written notice of decision within that timeframe. If the employee presents the problem orally, the supervisor will summarize the employee's concerns and resolution request in their informal written decision notice. The informal notice of decision may be delivered by e-mail. If the employee disagrees with the decision or if the supervisor fails to provide the informal written notice of decision within 15 calendar days, the employee may advance the matter to the formal grievance procedure at Step 2, or to the Alternative Dispute Resolution (ADR) procedures at Article 9.8.

9.5 Step 2. Formal Grievance Procedure:

a. An employee may file a formal written grievance within 30 calendar days of receipt of Step 1 informal written notice of decision; within 30 calendar days of effective date of formal disciplinary action; within 30 calendar days of ADR failure, if used; or, where the employee does not use the problem-solving process but raises the matter initially as a grievance, within 30 days following the date the employee became aware of (or reasonably should have become aware of) the act or event. The employee may present a grievance regarding a continuing practice or condition at any time with the time limit calculated based upon the most recent incident. For good cause, grievances that do not meet these time constraints may be included by mutual agreement.

b. Filing of a Step 2 Formal Grievance is accomplished by the employee or group of employees or a Union representative on their behalf, submitting a written formal grievance to the second level manager in their chain of supervision. In the case of a grievance of formal discipline, the formal grievance will be submitted to the next level manager in the supervisory chain above the one issuing the notice of formal discipline. The second or next level manager becomes the deciding official. However, in situations where the next level manager cannot be impartial in deciding the

grievance, the manager shall recuse herself or himself and the grievance will be submitted to the manager at the next organizational level, who becomes the deciding official.

c. A formal grievance must be in writing and must include the following:

- (1) the grievant's signature and date;
- (2) a detailed statement of the specific issue(s) being grieved;
- (3) the specific remedy sought;
- (4) copies of any documents in the grievant's possession related to the grievance;
- (5) in the event the Informal Problem Solving Process was used, a copy of the decision;
- (6) the name of the representative designated by the Union, or a declaration of self-representation;
- (7) the names of any witnesses;
- (8) if desired, a request for a meeting with the deciding official; and,
- (9) in the event of a group grievance, the names of any other employees who have agreed to participate in the grievance.

d. Deciding Officials:

(1) If requested in writing (e-mail acceptable) by the grievant as part of the grievance submission, the deciding official shall arrange a meeting with the grievant within 15 calendar days of the written grievance submission.

(2) The purpose of the grievance meeting is to allow the grievant to supplement the written grievance with verbal statements and/or information. Witnesses or subject matter expert(s) may be identified by the grievant. The information to be provided by the witnesses and subject matter experts shall be included in the written grievance. Written or verbal statements to the deciding official should be included as part of the Step 2 grievance presented by the grievant. Verbal statements by witnesses or subject matter experts will generally be outside of the grievance meeting, however, the Union may provide a list of relevant questions and/or issues they wish to be considered by the deciding

official and addressed in the written response. The deciding official is encouraged to conduct a thorough investigation and may call for additional meetings if s/he believes they are necessary.

(3) The deciding official shall fully and fairly consider the grievance and shall issue a signed document that details the facts presented and any other considerations that entered into the resultant findings and decision. This written decision shall be provided to the grievant, with a courtesy copy to the Union, within 15 calendar days after the conclusion of the meeting(s) or, if no meeting was requested by the grievant, within 15 calendar days of receipt of the grievance.

(4) The deciding official may cancel a grievance, or the appropriate portion of a grievance, if the grievance matter is excluded from coverage or if the grievant:

- (a) requests such action;
- (b) fails to provide a detailed statement of the specific issue(s) being grieved;
- (c) fails to specify the personal relief requested;
- (d) fails to comply with applicable time limits or procedural requirements
- (e) requests actions be taken against another employee; or
- (f) raised the same matter under another formal complaint or appeals resolution process.

(5) If the deciding official is the Division Commander or Designee, the Step 2 Decision will be considered the final agency decision on the matter. Otherwise, the grievance may be advanced in writing within 15 calendar days of the Step 2 grievance decision to Step 3.

9.6 Step 3 Division Commander or Designee:

a. If the grievance is not resolved at Step 2 to the grievant's satisfaction, it may be appealed to Step 3, the final agency decision, within 15 calendar days from the date that the grievant received the Step 2 decision. The Step 3 grievance must be in writing and must include all information specified in 9.5c above. In addition, it must include copies of the Step 2 formal grievance and the decision document.

b. The Step 3 decision is made by the Division Commander, though the Commander may designate a Senior Executive Service member if that member was not the deciding official at an earlier step. The Division Commander or designee will carefully review the Step 3 grievance and render the final agency decision within 15 calendar days of receipt of the grievance. If the Division Commander or designee finds that clarification or further information may be helpful to reach a decision, the commander may request or grant a meeting with the grievant and/or the Union. If a meeting is held, the final agency decision will be due 15 calendar days from the date of that meeting.

c. If the grievance is not resolved at Step 3 to the grievant's satisfaction, the Union may invoke arbitration in accordance with Article 10 of this labor Agreement.

9.7 Union/Employer Grievances: Should any grievance arise between the Employer and the Union, the initiating party (either Union or Employer) will inform the other party in writing of such grievance within 30 calendar days of the occurrence which gave rise to the grievance, or 30 calendar days after the Union or Employer became aware of the event or occurrence prompting the complaint. The President of the Union and the Division Commander (or their designees) will meet within 15 calendar days of such notification and make an earnest effort to resolve the matter through consultation and discussion and possibly ADR. Within 15 calendar days of the meeting, the respondent party will reply in writing to the initiating party on the position concerning the disputed issue(s). If upon receipt of the respondent's reply the matter remains unresolved, the initiating party may refer the grievance to mediation/arbitration. Prior to submission of any grievance to arbitration, the parties shall meet to identify and confirm in writing the issue(s) to be submitted to the mediator/arbitrator. Should the parties elect ADR, timeframes will be held in abeyance.

9.8 Alternative Dispute Resolution (ADR) Mediation Program: The Employer and the Union agree that ADR may be used to resolve disputes. To that effect the Parties agree to both an Informal ADR process and a Formal ADR process, generally described below. It is understood that, should ADR fail, the potential grievant has the right to initiate or return to the grievance procedure outlined in this Article. It is understood that grievance time frames will be held in abeyance while ADR takes place, however, the grievant must submit a

request for Formal ADR, as shown below, within 15 calendar days of receipt of the Step 2 decision.

a. **Informal ADR.** If the Informal ADR process is agreed upon, it may begin prior to or after Step 1 of the Grievance Procedure in this Article, but prior to Formal Step 2, or, if requested by the potential grievant and mutually agreed upon by the parties, in place of Informal Step 1 of the grievance procedures.

(1) The Employer agrees to designate an informal ADR coordinator for the informal ADR process.

(2) The parties will jointly identify and assign a cadre of employees (managers, supervisors, employees or Union representatives) as informal ADR facilitators who may be called upon to facilitate resolution of informal problems. Informal ADR facilitators will receive appropriate training as needed, and will generally be employees mutually agreed to be suited to the task.

(3) Details regarding the process and parameters of informal ADR will be determined by a joint labor-management team identified for this purpose.

b. **Formal ADR:** The parties agree that ADR mediation for SPD-HQ will normally be through use of the San Francisco Federal Executive Board (SF FEB) Mediation Program and its ADR process. On those occasions where another mediation service such as the Federal Mediation & Conciliation Service, is mutually agreed to be appropriate, the parties will coordinate with Human Resources to initiate ADR according to the procedures of that provider.

(1) The South Pacific Division Commander will designate a mutually agreeable SPD-HQ formal ADR coordinator for this process. The formal ADR coordinator will also be considered the Agency Mediation Coordinator for SF FEB purposes, and will act as a wholly independent party with no preference given to either Employer or Union.

(2) The ADR coordinator responsibility will include: receipt of information or documentation prompting Formal ADR request; review of ADR guidelines; consult with appropriate ADR program representative(s); discuss and coordinate with Employer and Union representatives to recommend whether ADR is appropriate; and serve as the Agency Mediation Coordinator to coordinate with the SF FEB Mediation

Coordinator to facilitate SPD-HQ's use of the SF FEB Mediation program.

(3) The parties agree to normally follow the ADR coordinator's recommendation.

(4) If either party disagrees with the ADR coordinator's recommendation, its representative will contact the other party and the ADR coordinator within 15 calendar days in order to discuss and reach consensus regarding the appropriateness of the case for mediation. Failure to contact the other party and ADR Coordinator within 15 calendar days will be considered agreement with the ADR coordinator's recommendation and the matter may proceed to ADR, the grievance procedure, or be considered withdrawn through inaction consistent with 9.2g of this Article.

c. **SPD-HQ ADR Procedures:** An employee or the Union may initiate ADR under this procedure for a matter raised by an employee, by notifying the employee's supervisor and the ADR coordinator within 30 calendar days of the event, or awareness of the event, prompting the request.

(1) Where grievance Step 1 was used, the request for formal ADR will be within 15 calendar days of the Step 1 Decision.

(2) Independent of an Employee request, the Union may request ADR over appropriate matters within the same timeframe and procedures.

(3) The request for ADR will include the concerns and interests prompting the request, and sufficient information needed by the informal or formal ADR coordinator, as appropriate, to determine if ADR is appropriate. The ADR coordinator may consult with the parties prior to providing a recommendation regarding whether the matter is appropriate for ADR. The ADR coordinator's recommendation will normally be within 15 calendar days. Failure to timely provide sufficient information to the ADR coordinator will result in the ADR request being dismissed.

(4) The SPD-HQ formal ADR coordinator will contact the SF FEB Mediation Coordinator and otherwise facilitate initiation of the SF FEB mediation process, if used.

d. Failure of the initiating party to timely advance through the ADR/Mediation request process within 15 calendar days from initial ADR request will result in loss of ADR for that matter. The initiating

party must either advance in the ADR process in a timely manner, or advance to the grievance procedure.

e. The date mediation fails or the date parties agree to a solution will be considered the end of the ADR process.

f. Should ADR fail, grievance timeframes will restart and the moving party will have 15 calendar days from the date the ADR process concluded to advance the grievance. The parties may reconsider and mutually agree to accept the mediator's suggestions to resolve the dispute during this time frame. However, after a grievance is advanced to Step 2, any matters discussed or tentatively agreed to in the ADR process will not become part of the formal grievance steps or subsequent arbitration in accordance with ADR principles. This does not preclude introduction of similar proposals as long as there is no reference to the ADR proceedings.

ARTICLE 10 Arbitration

10.1 Right To Arbitration: Arbitration may be invoked by written notice from the Union or Employer to the other party within 15 calendar days after an unsatisfactory decision is issued under the final step of a procedure in Article 9, Grievance Procedure. An employee may not invoke arbitration. The notice must include a signed request to the Federal Mediation and Conciliation Service (FMCS) for a list of a minimum of five arbitrators located within in the San Francisco Bay Area, and a brief statement of the nature of the grievance. The party requesting arbitration will pay the FMCS fee. The party receiving said notice will then have 5 days to jointly sign the arbitration request, if desired, provide its own statement of the nature of the grievance, and forward the arbitration request to the FMCS, or return the request to the initiating party for filing.

10.2 Selecting the Arbitrator: Within 10 days after receipt of the list of arbitrators the parties must meet to select an arbitrator. If the parties cannot agree on an arbitrator, the Employer and the Union will strike one arbitrator's name from the list alternately until one name remains. The first strike will be determined by the flip of a coin. The arbitration process will terminate if the party initiating the grievance withdraws the grievance.

10.3 Cost and Fees of Arbitration:

a. Arbitration costs include the fees and expenses of the arbitrator and a reporter when utilized. These costs do not include Official Time granted in accordance with this Agreement.

b. The parties recognize the need to minimize the costs of arbitration and agree to work to minimize the instances in which arbitration will be used and agree to work to minimize the costs of individual arbitrations.

c. Arbitration costs will be paid according to the following:

(1) Any party who withdraws from the arbitration process before the arbitrator issues the decision will pay the arbitration costs in full, unless the parties agree otherwise.

(2) In all other cases, the share of the arbitration costs allocated to the Union will be determined by the following:

(a) For the first arbitration in each 12 month period after the effective date of this contract, the Union will contribute 10 percent of the total arbitration costs.

(b) For all subsequent arbitrations, the Union will contribute 50 percent of the total arbitration costs.

10.4 Arbitration Process: An arbitration hearing will normally be used to develop and establish facts relevant to the grievance. The arbitrator will determine all relevant facts in the grievance after a full and fair hearing, and serve a written, final, and binding decision on the parties. A reporter will be used if the parties mutually agree or if required by the arbitrator.

a. The parties may mutually agree to forego a formal hearing and use one of the following expedited arbitration methods. If it is mutually decided to eliminate a written arbitrator decision, the Directorate of Human Resources will reduce the arbitrator's decision to writing and provide a copy to the arbitrator and the grievant.

(1) A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, data and documentation would be jointly submitted to the arbitrator with a request for a decision based on the facts presented.

(2) An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case,

the arbitrator would make such inquiries as the arbitrator deems necessary, prepare a brief summary of the facts and render an on-the-spot decision without a written summary opinion. The parties may agree to require a written summary opinion.

(3) A mini-arbitration may be used to expedite the resolution of the grievance. In this case, an oral hearing will be held and the arbitrator would make such additional inquiries as the arbitrator deems necessary, and render an on-the-spot decision without a written summary opinion. The parties may agree to require a written opinion.

b. Arbitration hearings will be held on the Employer's premises between 0745 and 1615 hours, Monday through Friday.

10.5 Time Limit: The arbitrator will render a decision to the parties as quickly as possible, but in any event no later than 30 days after the closing of the record, unless the parties agree otherwise.

10.6 Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties and the remedy (if any rendered) will be implemented without undue delay unless an exception is filed by one of the parties.

10.7 Arbitrator's Authority: The arbitrator's authority will be limited to interpretation and application of the provisions of this Agreement. The decision of the arbitrator will not change, modify, alter, delete, or add to the provisions of this Agreement. Such right is the prerogative of the parties only. The arbitrator may determine questions concerning the application of agency policies, provisions of law, regulations of the Department of the Army or Corps of Engineers, or regulations of appropriate authorities outside the Department of the Army. Any necessary interpretations of these items will be provided by the parties.

10.8 Grievability/Arbitrability/Timeliness Disputes: Questions of grievability, arbitrability, and timeliness which are timely raised by either party will be decided by the arbitrator prior to proceeding to a hearing on the merits.

10.9 Exceptions: Either party may file an exception with the Federal Labor Relations Authority (FLRA) to the arbitrator's award in accordance with FLRA procedures. If no exception is filed within 30 days, the arbitrator's award will be implemented without undue delay.

ARTICLE 11

Orientation of New Employees

11.1 Notification of Representation: All new full time employees will be informed by the Employer that the Union is the exclusive representative of the employees and will be furnished the names of the officers and representatives in SPD. The Union will be responsible for furnishing a current, up-to-date list of such individuals to Human Resources. The Union may also provide printed information that will be included within the new employee's information packet. A copy of this Agreement will be provided to each new employee along with the other orientation documents.

11.2 Notification of Union: The Employer will notify the Union of all new employees, including the positions that they occupy and whether they are in the bargaining unit.

ARTICLE 12

Job Descriptions and Job Classifications

12.1 General:

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

b. All details in excess of 30 days to higher graded position descriptions will result in temporary promotion of the bargaining unit employee and be processed and recorded on Standard Form 50.

c. Details in excess of 30 days to positions of equal grade and pay, including details to Unclassified Sets of Duties, will be recorded on Standard Form 52 with the exception of details that result in changes to FLSA status, to duty locations with different locality percentages or other changes that affect pay entitlements. In these cases, where the detail results in changes that affect pay entitlements, the detail will be processed and recorded on Standard Form 50.

12.2 Job Descriptions:

a. The employee will be given the opportunity to provide input to the supervisor for the development of a job description.

b. When a supervisor assigns permanent duties that are materially different from those duties that are in an employee's job description, the assignment of additional duties will be documented in a memorandum which will supplement the job description and will be included in the employee's personnel file.

c. A supervisor who assigns permanent duties that he or she reasonably believes may result in an increase in grade will request a classification review within 30 days.

d. Any employee who feels that the job description is inaccurate may consult with the immediate supervisor for clarification. If the supervisor agrees that the description is inaccurate, appropriate action will be initiated within 30 days. If there is disagreement regarding accuracy of the job description, the employee may grieve in accordance with Article 9, Grievance Procedure.

e. If a supervisor requests a classification review, the effective date of any non-competitive promotion based on an accretion of duties will become effective at the beginning of the first pay period that falls not less than 14 days after the classification action, unless the employee requests a delay.

12.3 Classification Audits:

a. If an employee believes that his or her position is improperly classified because major duties have significantly changed since the job description was prepared, a classification audit may be requested of the immediate supervisor. A schedule for a classification audit will be established within 15 calendar days, and the audit will be held within 60 calendar days from the date requested of the supervisor.

b. In order to improve the communication of information between the employee and the classification auditor (a supervisor or manager with Delegated Classification Authority in the employee's chain of command), a series of measures will be taken to include:

(1) The employee will be given the opportunity and the means to reasonably prepare for any interview. Preparation will include access to the standards, consultation with a Union representative, consultation with the supervisor and time to collect and organize work examples.

(2) At the employee's request, the Union will be provided the opportunity to provide an observer during the audit interview. The observer will not interrupt the interview but may take notes and will be allowed, at the conclusion of the interview, to provide oral and written comments and to ask questions.

(3) The audit will be conducted with reasonable privacy.

c. A copy of the first work products of the auditor (including but not limited to all findings, the evaluation statement and the proposed revised position description) will be provided to the employee for review and comment prior to any decision being made. The employee will have 15 calendar days to provide additional information and comments before the classification procedure continues. The auditor's work products will not be provided to anyone other than the auditor's immediate supervisor, the employee or the employee's immediate supervisor, until the employee has had the opportunity to review and comment on the auditor's first work products.

d. The auditor will provide feedback on the Employee's comments within 15 calendar days. The auditor will incorporate any appropriate changes in the job description resulting from the employee's input and request human resources review the classification determination by submitting an SF-52 (Request for Personnel Action). The human resources classifier will provide feedback and notice to the auditor (supervisor or manager with DCA) within 30 calendar days, of their review results and ensure the new job description is uploaded to human resource's automated system. The auditor will provide the results, including a copy of the reclassified job description, to the employee within 15 calendar days of notice by the human resources classifier.

e. If the employee still feels that the position is improperly classified, a classification appeal may be filed in writing to Human Resources (this may include the Division Commander or OPM), in accordance with the provisions of 5 U.S.C. 5112 and other applicable regulations.

ARTICLE 13

Performance Standards and Evaluation

13.1 Total Army Performance Evaluation System (TAPES): TAPES is the official evaluation instrument/process for all bargaining unit employees

and will be administered in accordance with AR 690-400, Chapter 4302.

13.2 Individual Performance Standards/Objectives:

The employee and supervisor will establish major performance objectives/ individual standards that will be accomplished during the rating period. If the employee and supervisor cannot agree, the supervisor will assign the final objectives/standards that are objective, measurable, communicate realistic expectations at the success level of performance, and accurately represent the position description. Objectives will reflect the actual duties that have been assigned during the rating period.

13.3 Counseling Sessions:

a. An approved TAPES support form will be provided to employees within 30 calendar days after the receipt of an approved, authorized job in an approved work unit with an approved job description; or, within 30 days of the implementation date of this Agreement; whichever is later.

b. Supervisors will meet with individual employees to conduct initial discussion/counseling within 30 days of the beginning of the rating period. The supervisor will discuss and explain the rating chain, the job description, areas of special emphasis, and discuss individual performance standards/objectives. Input and involvement from the employee will be encouraged.

c. Performance counseling sessions will be documented with copies of the appropriate forms provided to the employee within 5 days. Copies of the form will be retained by the supervisor and Employer for use in the final appraisal. Counseling sessions will be conducted one-on-one, between the supervisor and employee. The counseling session will, also, be conducted with reasonable privacy. At least three such sessions (initial, mid-term and final) will be held during each rating period.

d. Supervisor and employee meetings/counseling on appraisals and job performance will be of a sufficient length of time to provide for a full meeting of the minds. The immediate supervisor will maintain a file for each employee under his or her direct supervision. The employee will have access to this documentation during all performance counseling sessions.

e. Significant performance problems should, in a timely manner, be addressed to the employee by the immediate supervisor in a private counseling session. The immediate supervisor will document the session and provide the employee with a copy of the documentation, within 5 days. The employee may receive Union representation, if requested, at such a counseling session.

13.4 Appraisal Completion: The Employer will complete performance appraisals of employees within 45 days of the end of the rating period.

13.5 Reporting: The Employer will prepare a report indicating the distribution of performance ratings given to employees by each senior rater, based upon the senior rating profiles from DA Form 7222. The Union will be provided a copy of this report each year, within 120 days from the end of the rating period.

13.6 Appeals Process: Performance ratings may be appealed through the procedure established in Article 9, Grievance Procedure.

**ARTICLE 14
Actions Based on Unacceptable
Performance**

14.1 General: In accordance with Department of the Army regulations and subject to the provisions of 5 U.S.C. 4303, an employee may be reduced in grade or removed for unacceptable performance. Prior to the implementation of the procedures in this Article, alternative remedies, if available, may be considered by the Employer.

14.2 Opportunity to Improve: Employees will be granted an opportunity to improve before a reduction in grade or removal can be proposed. An opportunity to improve will begin with a written notification and issuance of a written Performance Improvement Plan to the employee.

14.3 Contents of the Performance Improvement Plan (PIP):

a. A PIP, prepared by the supervisor, will identify specific area(s) of performance deficiency and will provide guidance on what the employee can do to improve performance to an acceptable level. A special or interim performance rating will be attached to the PIP.

b. A PIP will contain detailed performance objectives that reflect the general duties of the position and the employee's performance standards. The time limits of the PIP will also be clearly defined.

c. The PIP will spell out the responsibilities of both the employee and the supervisor to achieve the objectives of the PIP. The consequences of failure to improve performance will be clearly specified in the PIP.

d. If requested by the employee, the employee will be provided with appropriate counseling services from the supervisor, the assigned Career Program Manager and the Union.

e. If formal training is needed to improve a low performance rating, a source of that training will be identified in the PIP.

14.4 Time Limits of the PIP:

a. PIPs will be written for a reasonable period of time and will normally not exceed 120 days. PIP periods may be extended for extenuating circumstances.

b. A PIP will be formally evaluated at the conclusion of the performance improvement period.

14.5 Implementation of the PIP:

a. During the PIP period, the supervisor will conduct informal periodic performance evaluation/counseling meetings with the employee, as identified in the PIP. In-progress reviews may, also, be requested by the employee at the end of each 30-day period.

b. At the conclusion of the PIP period, a formal evaluation of the employee's performance will be issued in writing to the employee.

c. The PIP may include formal training, on-the-job training, mentoring by co-workers or senior personnel, as appropriate. In addition, any tools necessary to achieve the PIP objectives will be provided to the employee.

d. Issuance of a PIP does not release an employee from the responsibility to perform other duties of the position.

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

f. Employees retain their grievance rights during this process.

14.6 Unacceptable Performance Following an Opportunity to Improve: The supervisor may propose a reduction in grade or removal of an employee based on instances of unacceptable performance which occur following the employee's opportunity to improve.

14.7 Employee Entitlement: An employee whose reduction in grade or removal is proposed is entitled to:

a. Thirty days advance written notice of the proposed action which identifies -

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

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

(3) A representative of his/her choice, i.e., a Union representative, or by an attorney or other representative. The representative must be identified in writing;

(4) Fifteen days to respond orally or in writing; and

b. A written decision which:

(1) In the case of a reduction in grade or removal under this section 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 Division Commander, has been concurred with by a management official who is in a higher position than the supervisor or management official who proposed the action, at least at the Director level.

14.8 Notice Period Extension: The Employer may, under regulations prescribed by the Department of the Army, extend the notice period under subsection 14.7 a. of this Article for not more than 30 days. The Employer may extend the notice period for more than

30 days only in accordance with regulations issued by the Office of Personnel Management.

14.9 Decision: The decision to retain, reduce in grade, or remove an employee:

- a. Will be made within 30 days after the date of expiration of the notice period, and
- b. In the case of a reduction in grade or removal, may be based only on those instances of unacceptable performance by the employee:
- c. Which occurred during the one-year period ending on the date of the notice under Paragraph 14.7 a. of this Article in connection with the decision; and
- d. For which the notice and other requirements of this section are complied with.
- e. The decision will include the employee's appeal/grievance rights.

14.10 Employee Record: If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for one year from the date of the advance written notice provided under Paragraph 14.7 a., any entry or other notation of the unacceptable performance for which the action was proposed under this Article will be removed from all records.

ARTICLE 15 Disciplinary Actions

15.1 Coverage: The disciplinary actions covered by the provisions of this Article are removals, suspensions, and reductions in grade of employees. The provisions of this Article do not apply to (1) a suspension or removal in the interests of national security initiated under Section 7532 of Title 5, U.S.C.; (2) a reduction in force action; (3) a classification audit, (4) a transfer of function, (5) a reduction in grade or removal based upon unacceptable performance; or (6) any disciplinary action that does not result in a permanent record being placed in the official personnel file.

15.2 Preliminary Investigation: If the Employer conducts an examination of an employee in connection with an investigation, and the employee reasonably believes that the examination may result in disciplinary action against the employee, the employee may request

representation by the Union and/or some other form of advocacy, as appropriate. The Employer will postpone the examination for up to two workdays, to allow for the employee to procure representation.

15.3 Notice: A notice of proposed disciplinary action against an employee will be in writing and will inform the employee:

- a. Of the specific proposed action(s);
- b. Of the specific reasons for the proposed action;
- c. Of the name of the official other than the proposing official to whom the employee may respond;
- d. That the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
- e. That the employee's response will be considered by the deciding official;
- f. That the employee may be represented by a Union representative;
- g. Of the employee's status during the notice period;
- h. That the employee and/or representative will be granted, upon request, a reasonable amount of Official Time as set forth in Article 7, Use of Official Time, to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

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

15.4 Employee's Answer: The employee will have 7 days from receipt of the proposal to reply to the deciding official. This period may be extended by the deciding official for reasonable cause, upon written request of the employee.

15.5 Action by the Deciding Official:

- a. The deciding official is the individual who makes the final decision to effect a disciplinary or

adverse action covered by this Article. The deciding official will be at a higher level in the organization than the proposing official, and no lower than a Director.

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

c. In the event that an unfavorable final decision is issued, the employee will be advised that the employee has the right to appeal a suspension for more than 14 days, a reduction in grade, or removal to the Merit Systems Protection Board (MSPB). A suspension for 14 days or less may only be grieved under the procedure that is established in Article 9, Grievance Procedure, and cannot be appealed to MSPB (statutory limit).

ARTICLE 16 Incentive Awards

16.1 General: The parties agree that awards are beneficial both to the Employer and the employee. An award is something bestowed or an action taken to recognize and reward an outstanding individual or team achievement that improved the efficiency, effectiveness or economy of operations, generally contributed to meeting organizational goals or otherwise benefited the public interest.

16.2 Incentive Awards Committee: The parties agree that if an Incentive Awards Committee is established it will be composed of not less than five members, at least one of which will be selected by the Union. Additional members representing the Union may be included on the committee at the discretion of the committee chairperson. The Incentive Awards Committee will:

a. Meet from time to time as required to effectively administer the incentive awards program in accordance with AR 672-20 and other appropriate regulations;

b. Consider and provide recommendations to the Commander for awards which exceed the approval authority delegated by the Commander to subordinate officials;

c. Arrange for public recognition of award recipients;

d. Coordinate with other SPD committees to recognize and encourage efforts taken to improve the work environment;

e. From time to time, review the awards programs for operational effectiveness and recommend improvements to the appropriate parties when required.

16.3 Publicity: The Employer will publicize the criteria for various awards and make that information reasonably available to all employees.

16.4 Equity of Performance Awards:

a. The parties agree that awards will be made with reasonable equity among deserving individuals. The Employer will establish methods to determine reasonable equity. The Employer will ensure that the awards reflect only actual performance.

b. Upon request of the Union, the Employer will provide a report that compiles and presents the size and number of performance awards within each directorate broken down by "professional" and "non-professional." Privacy Act information will be removed from the report.

16.5 Suggestion Program: The Incentive Awards Committee may perform a periodic post-audit review of selected actions taken in the implementation of the Employer's suggestion program. This review may include selective evaluation of the results of adopted suggestions and the selective review of denial actions. The committee may also review the results of similar programs, such as the value-engineering program.

16.6 Value Engineering Program: The amount of the savings that is reported as a result of a value engineering proposal will be the same amount upon which an award to the employee will be based.

16.7 Professional Recognition: Even though it is an individual effort, professional registration enhances the stature of the organization as a whole and should, therefore, be recognized. The Employer will provide recognition, which may include an honorary award or an "On-the-Spot" cash award, to an employee who achieves such professional status through professional registration or certification. Also, the names of employees who have receive professional registration or certification will be posted on a board for public display. Professional registration and certification is also discussed in Article 18, Training and Professional Development.

ARTICLE 17
Merit Placement and Promotion

Army-Wide standardized recruitment and notification procedures are incorporated into this Agreement by reference. In so far as it applies to bargaining unit positions, the following amendments apply:

a. At the request of the non-selected employee, counseling to improve promotion potential will be made available by the Career Program Manager or designee.

b. Temporary Promotion: An Employee on temporary assignment to a higher graded position will be temporarily promoted, if the assignment to the position is expected to exceed 30 days.

c. Employees will be compensated for assignment to higher-graded positions starting from the effective date of a temporary promotion.

d. If during a 30-day detail to a higher-graded position the Employer decides to temporarily promote an employee, the Employer will make a good faith effort to effect the temporary promotion in a timely manner.

e. If an employee has been assigned to a higher-graded position on a detail, meets regulatory requirements and the assignment extends beyond the maximum 30 days, then the extension will become a temporary promotion effective on the 31st day of the assignment. Higher-graded positions will not be temporarily assigned by consecutive details for periods of less than 30 days to a single employee.

f. If a mistake is made in processing a temporary promotion, all appropriate steps will be taken to correct the error and insure proper payment to the employee.

g. If it is a common, ordinary or recurrent duty of an employee to act as a supervisor in the absence of the incumbent or to act in place of a higher graded individual for an aggregate of 10% or more of their time, that duty will be recorded in the employee's position description and in any other pertinent personnel documents.

ARTICLE 18

Training and Professional Development

18.1 General: The parties agree that employee training and development is essential to achieving mission execution. In order to improve performance and productivity and to keep employees abreast of technological change, the Employer will, subject to the availability of funds for training, work priorities and applicable laws and regulations, make available to employees the mission related training necessary for the performance of the employee's assigned duties.

18.2 Training Committee/Program Manager: The Employer agrees to include a representative of the Union on the South Pacific Division Training Committee, if established. Additional members representing the Union may be included on the committee at the discretion of the committee chairperson. The committee will meet from time to time as required to fulfill its role. The Union will be notified of all committee meetings and provided with a copy of the Annual Training Plan. The committee, or if no committee is established, the division training program manager, will accomplish the following tasks:

a. Advising the Commander on requirements for training, alternatives for meeting these requirements, and on evaluating completed training.

b. Helping in developing the annual training guidance for the Division.

c. Reviewing and providing recommendations on applicants for long-term training and educational programs (i.e., USACE, DA, and locally sponsored training opportunities over 120 days).

d. Reviewing unusual requests for need, regulatory propriety, and desirability; and recommending approval or disapproval of the training.

e. Notifying employees of training providers, catalogues, and availability of training opportunities in a timely manner.

f. Advising supervisors and employees in the use of tools such as the Automated Training Management Program (ATMP) to establish IDPs, identify and track training.

18.3 Training Policy: The parties agree to encourage employees to establish and follow Individual Development Plans (IDP). The Employer will, provide:

a. Career counseling through appropriate Career Program Managers.

b. Sources of government courses will be made readily available to all employees in sufficient time for them to prepare and submit training requests.

c. Training identified in a Performance Improvement Plan (PIP) as being needed to raise a performance evaluation will be given a Priority 1 status during the first available training cycle. Performance Improvement Plans are described in Article 14, Actions Based Upon Unacceptable Performance.

d. Established criteria used to assign priorities. The assignment of priorities will be based on mission related needs and lower priorities will not be assigned to avoid training expenses, avoid the guarantee of payment or otherwise deny an employee training.

18.4 Non-Government Training: The Employer may pay reasonable educational expenses and/or provide official time for non-Corps of Engineers training when the following conditions have been met and subject to applicable regulations:

a. The training has been applied for and approved in advance;

b. Such training will improve individual and organizational performance and assist in achieving the agency's mission and performance goals;

c. Existing training programs within the Corps will not adequately meet the training need;

d. It is not feasible to establish a new training program to meet the need effectively;

e. Reasonable inquiry has failed to locate a suitable and adequate program elsewhere in the Government;

f. Funds are available to pay for the training; and

g. The timing of such training will not create undue interference with operational requirements.

18.5 Employee Commitment: Any employee who receives in excess of 80 hours of training in one training program through non-Government facilities must sign an agreement to continue in employment with the

Department of the Army for a period three times the actual amount of time spent in that training.

18.6 Training Obligation: The parties recognize that training is a scarce resource and that prudence should be exercised in scheduling and completing training.

a. An employee who begins authorized training but who fails to satisfactorily complete the training without reasonable cause will reimburse the Employer for tuition and related travel and per diem expenses incurred by the Employer. Reasonable cause would be established if the employee encountered unforeseen personal or health problems, a medical emergency, or a change in official duties.

b. The Employer will determine if the employee had reasonable cause to fail to satisfactorily complete or attend the training. Such conditions will not require reimbursement actions.

18.7 Other Training: Such training, which includes on-the-job training and cross training, will not substitute for the formal courses for which the Employer will have budgeted as described above.

a. Prior to assigning on-the-job training (OJT) responsibilities to an employee, the supervisor will meet with the employee to discuss the training and consider whether current work assignments can be accomplished concurrently with the OJT assignment. If not, the supervisor will consider alternatives that may include, but not be limited to, deferring certain work assignments, use of overtime/compensatory time, and use of temporary help.

b. Cross training may be used to assist an employee to enter a new career field. The supervisor and employee will meet to discuss how the proposed training can achieve this goal.

18.8 Tuition Assistance: The Employer may authorize tuition assistance reimbursement for employees who wish to attend university/college courses during off-duty hours in accordance with applicable regulations. Reimbursement may be fully or partially provided if the course will improve the employee's job performance. Normally, reimbursement will be made after the employee provides proof that the course was successfully completed with a grade of "C" or better. The training request must be approved in writing prior to the start of the class.

18.9 Long-Term Training: Long-term training and development assignments provide a valuable learning experience and a competitive edge for future advancement for those individuals who participate. While Army-sponsored long-term training opportunities are limited, all eligible employees will be encouraged to participate in these programs. Reasonable access to the annual training catalog, which includes the application requirements for the different long-term training programs, will be provided to employees.

18.10 Professional Registration: In accordance with Corps policy, employees are encouraged to obtain professional (state) registration or certification to demonstrate individual growth and meet the requirements for advancement.

a. With advance approval, employees may be reimbursed for expenses associated with professional registration or certification. Reimbursement of expenses to obtain professional registration and certification will be in accordance with DoD, Army, USACE, and SPD policy for payment of expenses to obtain professional credentials.

b. The names of employees who have obtained professional registration and certification will be displayed in a prominent location at SPD. Incentive awards for the recognition of professional registration and certification are also addressed in Article 16, Incentive Awards.

c. The parties agree that employee participation in professional activities is mutually beneficial. As such, the Employer will encourage employees to join and actively participate in professional societies, USACE Communities of Practice, serve on technical committees, attend professional conferences, and present professional papers.

18.11 Reimbursement: Employees may request and normally be approved compensatory time off for travel in accordance with 5 CFR 550 Subpart N. Otherwise, they will be reimbursed in accordance with 5 CFR 551.422 for weekend travel in connection with TDY associated with training.

18.12 Union Training: Training for Union officials will be provided as discussed in Article 7, Use of Official Time.

ARTICLE 19 Reduction in Force

19.1 General: The parties agree that the decision to initiate and implement any reduction in force (RIF) rests solely with the Employer. However, the Employer acknowledges that RIF is a last resort and remedies other than RIF should be explored. As such, the Employer agrees to raise any conditions that could result in a potential RIF, in the manner described in Article 3, Terms and Amendments. This could result in fact finding and interest based bargaining, as appropriate, prior to a RIF decision. Prior to implementation of a RIF affecting the employees, the Union will receive notification of such decision. The Employer will use Office of Personnel Management (OPM), Department of Defense (DOD), and Department of the Army (DA) regulations which cover RIF procedures.

19.2 Early-out Retirements: Approval for early-out retirements will be requested in a significant RIF, as appropriate. Similarly, VERA/VSIP authorities will be used to the maximum extent practicable to reduce the adverse impacts on employees from a RIF.

19.3 Personnel Files: The parties will jointly encourage employees to electronically review and update their personnel files and various employee documents through MyBiz, Resumix or successor automated tools as soon as a RIF or reorganization is announced.

19.4 Placement Assistance:

a. The parties agree to use their best efforts to develop and use a non-competitive placement plan for employees potentially affected by RIF.

b. When an employee is first identified that could potentially be separated or downgraded through a RIF action, access to a list of all current vacant and funded positions for which the employee may be qualified, in both the HQ SPD and the subordinate districts, will be provided to the employee, the Union, and the employee's immediate supervisor. The potentially affected employee will be considered for vacant and funded HQ SPD positions and no other recruit-fill actions will be taken regarding these positions without the approval of the Division Commander. The Employer will make reasonable efforts to encourage other Districts to give priority consideration to affected employees for placement in vacancies for which they are eligible and qualified.

c. Placement assistance will be provided for employees affected by RIF. This includes registration in existing placement programs and may include counseling from the Employer. Appropriate flexibility to meet individual employee desires will be included in the administration of existing priority placement programs. Appropriate job fairs, active placement activities by the Employer or commercial placement services will be used to help employees that are to be separated by RIF find other positions.

d. In the event of a RIF, the parties agree to jointly seek and provide retraining opportunities for adversely affected employees, when applicable.

19.5 Review of Retention Registers: The Employer agrees to provide the applicable retention registers to the Union, if possible.

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

19.7 Discontinued Service Retirement Provision: Upon request, employees who contemplate retiring under discontinued service retirement provisions will be provided a written statement of eligibility for an immediate annuity and the approximate amount of that annuity.

19.8 Appeals: Employees who feel they have been reached incorrectly in a RIF may appeal under the appropriate statutory appeals process. The Employer will provide, with the RIF letter, information and documentation necessary for the employee to file an appeal.

19.9 Meetings: The Union and Employer will meet frequently and at mutually agreed times to ensure accomplishment of mutual obligations under this Article.

19.10 Furloughs: Unless there is an undue administrative or cost burden on the Employer, or excessive impact on agency efficiency, or supportable performance or conduct problems, the Employer will not initiate any action that would inadvertently and

adversely affect the employee's ability to collect unemployment compensation.

ARTICLE 20

Work Schedules and Telework

20.1. Introduction: This Article covers the several work arrangements allowed for employees, including basic work schedules, flexible work schedules, compressed work schedules, and telework. Alternative work arrangements are intended to enhance productivity and the quality of life and esprit de corps of SPD employees, and to help to assist employees with balancing their work lives and personal responsibilities, particularly if fewer hours can be spent commuting. This is consistent with USACE policy to use all available methods to enhance the quality of work life for employees and thereby obtain the benefits of increased morale and productivity, enhanced recruitment and retention, and a strengthened image as an "Employer of Choice."

20.2. Definitions:

a. **Alternative Work Schedule (AWS)** means both flexible work schedules and compressed work schedules.

b. **Basic Work Schedule** means a 40-hour weekly basic work requirement. The working hours in each day are scheduled with the same specified starting and ending periods. The basic non-overtime workday may not exceed 8 hours. This is a basic 5/8 schedule.

c. **Basic Work Requirement** means the number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

d. **Biweekly Pay Period** means the 2-week period for which an employee is scheduled to perform work.

e. **Compressed Work Schedule (CWS)** means an 80-hour biweekly basic work requirement on a scheduled basis within specified starting and ending periods in fewer than 10 workdays. At HQ SPD two CWS plans are offered, 5-4/9 and 4/10.

(1) 5-4/9. A compressed work schedule whereby employees are allowed to select their work

hours, subject to supervisory approval, and to work eight 9-hour days and one 8-hour day with one day off during a pay period.

(2) 4/10. A compressed work schedule whereby employees are allowed to select their work hours, subject to supervisory approval, and to work four 10 hour days with one day off each 40 hour week.

f. **Core Hours** means the time periods during the workday that are within the tour of duty during which an employee is required to be present for work. At HQ SPD the core hours are 0900 to 1430.

g. **Credit Hours** means those hours within a flexible work schedule that an employee elects to work in excess of his or her basic work requirement in order to accomplish assigned work tasks efficiently and to vary the length of a workweek or workday. Credit Hours will normally be approved in advance by the employee's supervisor. At HQ SPD, these are hours worked in excess of the basic 8-hour day. Credit hours may be accrued in 15 minute increments, a maximum of 2 credit hours on any given workday. The maximum number of credit hours an employee may carry over from a biweekly pay period to a succeeding biweekly pay period is 24 hours for a full-time employee (one-fourth of a part-time employee's biweekly pay work requirement). Credit hours may be used only for time off, which must be approved by the supervisor. Credit hours may not be earned on weekends, while on travel duty or by employees on compressed work schedules.

h. **Flexible Work Schedule (FWS)** means a work schedule that has an 80-hour biweekly basic work requirement that allows an employee to determine his or her schedule within the limits established.

i. **Flexitour** means a flexible work schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the scheduled hours are fixed until formally changed. Each full-time employee has a basic work schedule of 40 hours per week consisting of 8 hours per day (5/8), Monday through Friday. At HQ SPD, one FWS plan is offered, flexitour.

(1) The HQ SPD schedule of flexible work hours during which regularly scheduled daily flexitour hours may be approved is 0600 to 1800. Daily schedules are considered fixed, once approved.

(2) The morning and afternoon flexible hours during which start and stop times will be set are from

0600 to 0900 and 1430 to 1800. Core hours are from 0900 to 1430. Scheduled work hours should normally be the same each work day. Supervisors may approve work schedules where hours of work vary on different days, normally on a short term basis, as long as the daily basic work requirement of 8 hours is met and the employee is present during core hours.

(3) After an employee has selected and the supervisor approves a starting time, the employee is permitted a degree of flexibility on either side of the starting time of up to 1 hour. It is understood that this should not occur on a regular basis. If this occurs on a regular basis, the start time can be adjusted with approval from the supervisor. With prior supervisory approval, an employee may also flex during the lunch period, between 1100 to 1300 hours.

(4) Credit Hours may be earned and used upon prior supervisory approval.

j. **Overtime Hours**, when used with respect to basic work schedule and FWS programs, refers to all hours in excess of 8 hours in a day or 40 hours in a week that are officially ordered in advance, but does not include credit hours. With respect to CWS programs, overtime hours refers to any hours in excess of those specified hours for full time employees that constitute the compressed work schedule. Supervisors may authorize compensatory time in lieu of overtime hours if the employee so requests, subject to FLSA.

k. **Telework.** Telework is a flexible work arrangement that allows employees the opportunity to perform their duties at home, or other approved locations, during an agreed upon portion of the work week. Work away from an employee's normal office workplace is known as flexible workplace, flexi place, telecommuting, work-at-home, and telework. All of these terms refer to paid employment performed away from the place where the employee normally works. There are three types of telework:

(1) Ad hoc / situational telework is unscheduled and does not occur on a regular or predictable basis and is approved on a case-by-case basis. This may include occasional, one-time, or irregular telework, typically for a day or block of days, to work on projects or assignments that could be effectively performed away from the office and is not subject to the same day limitations as regular recurring telework. The supervisor and the employee agree when there are assignments or conditions that are conducive

to telework. Ad hoc telework must be approved by the employee's supervisor on a case by case basis.

(2) Regular and recurring telework is established by formal agreement between the employee and the supervisor. This telework is performed on a regular schedule at least one day per biweekly pay period at a set location.

(3) Medical telework is that which is done for medical reasons, either regular or ad hoc. It is distinguished for timekeeping purposes.

1. **Tour of Duty** under a flexible work schedule means the limits within which an employee must complete his or her basic work requirement. Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement.

20.3. Work Schedules:

a. **General.** All full-time employees will work 80 hours per pay period. Each employee will select a work schedule from the following list:

- Basic Work Schedule
- Flexitour Work Schedule
- Five-four/nine (5-4/9) Work Schedule
- Four/ten (4/10) Work Schedule

Employees must inform their supervisor in writing of their requested work schedule and of the regular hours of work and must receive supervisory approval. Employees and supervisors will work together to meet employee and Employer needs to conduct business and accomplish mission requirements.

b. **Changes:** A change in a working schedule requires supervisory approval. Permanent changes in schedule must be in writing. When the supervisor knows in advance of the need to make a one-time change in an employee's schedule, the employee will be provided with written notice at least one pay period prior to the change, except for emergency or unforeseen situations. Similarly, any schedule change proposed by the employee must be made and approved in writing at least one pay period prior to implementation. Employees wishing to discontinue participation in an alternative work schedule may do so by submitting a written request to their supervisor. Requests for changes will be considered promptly by the supervisor.

c. **Flexibility:** After an employee has selected and the supervisor approved a starting time, supervisors will normally permit a degree of flexibility on either

side of the starting time of up to 15 minutes. It is understood that this should not occur on a regular basis.

If this occurs on a regular basis, the work schedule can be adjusted with approval from the supervisor. Supervisors may approve occasional variations to an employee's schedule to permit late arrival or extended lunch to allow the employee to conduct needed personal business. The employee in this case must work the required number of hours for the day.

d. **Limitations and Disputes:** Any exclusions or limitation of employee participation in use of alternative work schedules must be based on reductions in productivity, organizational efficiency, or mission accomplishment: a diminished level of services furnished to customers; an increase in operation cost, observed abuses of the program, or poor performance and misconduct. If an employee disputes the reasons given by a supervisor for not approving or for terminating use of an alternative work arrangements, the employee may submit a grievance using the normal grievance procedure.

e. **Required Practices:** To facilitate communication requirements with our customers and co-workers, with our expanded use of alternative work schedules and teleworking, all employees must make full use of our technology tools by maintaining their Outlook calendars (appointments, meetings, out of office, etc), using Outlook Calendar's Meeting Request feature to schedule meetings, using Outlook's Out of Office e-mail feature and telephone voice mail messaging.

f. **Training:** Employees who attend training are accountable to work their scheduled hours daily, in order to meet their bi-weekly Basic Work Requirements, regardless of the number of hours scheduled for training.

g. **Leave:** For compressed work schedules, annual and sick leave will be charged according to the number of hours that would normally have been worked. For example, an employee taking leave on a day that he or she would normally have worked 9 hours, will be charged 9 hours in the appropriate leave category.

h. **Temporary Duty:** When an employee working a 5-4/9 or 4/10 schedule is on TDY on a scheduled day off, that day off will be taken in the same pay period or thereafter as compensatory time.

i. Holidays: Holidays which fall on a scheduled workday will be charged as either the 8 or 9 or 10 hours regularly scheduled for that day. When a holiday falls on a scheduled day off, it will be rescheduled on the previous or following workday.

j. Timekeeping: All employees will use Eng Form 4704, or a SPD-HQ approved timesheet, to record their time and attendance including accounting for regular hours, telework, holiday, annual leave, sick leave, and credit hours columns. All employees shall sign and submit timesheets in accordance with USACE timekeeping requirements.

k. Time Clocks: Devices that use a card to gain access to a government facility will be used for security purposes only. The times automatically recorded by the access control device will not be used to record the actual time of arrival or departure of any individual, nor will the data be used to determine actual hours worked.

l. Overtime: Management will offer/order overtime to qualified and available employees prior to offering/ordering overtime to employees on suspension, on scheduled vacation except in emergencies, or when the Employer has been notified in writing by competent medical authority that the employee is incapable of working overtime for health reasons.

m. Telework: Employees on an alternative work schedule may also telework. As a general policy employees will spend seven days of the pay period in the regular office to facilitate teamwork and communication, minimize isolation and to use facilities not available offsite. Employees may work additional Ad Hoc Telework days in excess of the general rule with supervisor approval. Further details about telework are in section 20.4.

n. Bona Fide Meal Break: Each full time employee and part time employees working in excess of 4 hours a day will take at least a 30-minute bona fide meal break during the period from 1100 to 1300 hrs. Schedules are subject to supervisory approval and employees and supervisors will work together to meet employee/Employer needs. On any day where annual or sick leave is taken, the bona fide meal break may be rescheduled or eliminated upon the concurrence of the supervisor.

o. Rest Periods: In addition to the bona fide meal break, each employee will be entitled to two, 15 minute rest periods each working day: one to be taken

before the lunch period, but not earlier than one hour from commencement of duty hours, and a second to be taken after the lunch period, but not later than 1 hour before the end of the workday. The employee will be entitled to one rest period for each 4 hours of overtime, or fraction thereof. Additional rest periods may be authorized by the Division Commander if required by the physical requirements of a position. Alternative break schedules can be bargained with the supervisor under special circumstances, e.g. for medical reasons.

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

q. Exceptions: Exceptions to restrictions on AWS procedures may be approved by the Deputy Commander or an SES employee.

20.4. Telework:

a. Ad Hoc Telework:

(1) In addition to regular and recurring telework, ad hoc telework is available to all Division employees regardless of position. Any employee who feels they have an assignment or circumstances that are conducive to work at locations other than the regular workplace may request ad hoc telework.

(2) Supervisors have wide latitude to approve and schedule requests for ad hoc telework on a case-by-case basis.

(3) The same general policies apply to ad hoc as to regular and recurring telework with regard to time and attendance, suitability of the work and use of equipment.

(4) Overtime ad hoc telework is not precluded if the supervisor approves in advance in accordance with normal overtime approval procedures.

b. Regular and Recurring Telework.

(1) Employees may be approved to telework on a regular and recurring basis. Each supervisor will determine the suitability of an individual's request in accordance with paragraph d. below.

(2) The maximum number of positions and employees who exhibit characteristics suitable for

telework will be identified as eligible for regular and recurring telework.

(3) Regular and recurring telework schedules will normally be limited to three days per pay period. Participants in 5-4/9 Compressed Work Schedule will be limited to two telework days per pay period. Participants in 4/10 Compressed Work Schedule will be limited to one telework day per pay period. Ad hoc telework may be approved for employees already approved to work regular and recurring telework. Ad hoc telework, when coupled with regular and recurring telework may exceed the day limits shown in this section.

(4) Exceptions to telework policy may be approved by the Deputy Commander or an SES employee.

(5) It must be recognized that the Division's mission needs take priority over an individual's telework arrangement. Employees may be directed by their supervisor to come to work in the office when the mission requires it. Normally supervisors will provide employees with reasonable advance notice.

(6) With advance supervisory approval, employees may change a telework day within the same pay period.

(7) Employee must perform telework at an approved site. Absences from the remote site (e.g. visits on official business to attend meetings, use of leave) must be coordinated with the supervisor at the earliest time practicable.

(8) Time and attendance must be properly monitored and reported to ensure that telework employees are paid for work performed and that absences from scheduled tours of duty are properly documented.

(9) When an employee knows in advance of a situation that would preclude teleworking either time in the office or annual leave should be scheduled.

c. General:

(1) Employee participation is voluntary and subject to supervisory approval. The main thrust of this telework policy is for employees to work from home. The supervisor may approve another location but only if there is no additional expense.

(2) Telework should not adversely affect the performance of the employees who telework or the performance of his/her coworkers. Supervisors should ensure equitable distribution of workload so that other employees do not have to assume work normally assigned to employees who are participating in the program.

(3) Employees may be approved both to telework and to work an alternative work schedule.

(4) The employee must have a safe and adequate place to work off-site that is free from interruptions, and that provides the necessary level of security and protection for any Government property that may be used.

(5) Working at home, or other approved location, can provide valuable assistance in the management of work/family schedules, but is not a substitute for child/elder care. Employees may not use duty time for providing child/dependent care or any purpose other than official duties.

(6) Prior to utilizing the telework options the employee must insure that the timekeeper has been notified in writing by the supervisor via e-mail or other form of writing that the employee has been approved for telework. Failure to accomplish this notification of the timekeeper shall result in the employee being assessed a day of annual leave.

d. Suitability for Telework:

(1) Work suitable for telework depends on job content rather than job title, type of appointment, or work schedule. Positions shall not be excluded as eligible on the basis of occupation, series, grade or supervisory status.

(2) Telework is feasible for work that requires thinking and writing, policy development, research, analysis, and computer-oriented tasks. Suitable work includes (a) work that is portable and can be performed effectively outside the office; (b) job tasks that are easily quantifiable or primarily project oriented; (c) work, which consists of reading/processing tasks, i.e., reading proposals and reviews or conducting research; (d) technology needed to perform the job off-site is currently available; and (e) security of data can be adequately assured.

(3) Employees who are approved to work at an alternative workplace should be organized, highly

disciplined, and conscientious self-starters who require minimal supervision. Their performance must be equivalent to a successful performance rating (level 1, 2 or 3).

(4) Employees suitable for telework are those who demonstrated personal characteristics are best suited to telework, as determined by the supervisor, including as a minimum: (a) demonstrated dependability and the ability to handle responsibility; (b) a proven record of high personal motivation; (c) the ability to prioritize work effectively and utilize good time management skills; and (d) a proven or expected minimum performance rating of fully successful.

(5) Teleworking is not suitable for employees who require on-the-job training, who need close supervision, or who need interaction with co-workers and would suffer from the isolation of working alone.

(6) Probationary status employees on a new appointment generally would not be eligible for telework because probationary status periods are established to allow supervisors an opportunity to personally observe and evaluate employee performance.

(7) Employees new to HQSPD may need some time to get to know the people and the organization and may not be eligible immediately for telework.

(8) Supervisors should be able to evaluate work performance by measuring the performance by results.

e. Equipment:

(1) New government computers will not be purchased exclusively for home use. Government computers will be utilized for telework.

(2) The government is not responsible for operating costs such as home phone lines, utility costs, maintenance or insurance. Nor will the government install telecommunication lines nor pay for monthly recurring charges for such lines.

f. Procedures:

(1) An employee interested in regular and recurring teleworking will submit a completed "Request for Participation in Telework Program" to the supervisor. The supervisor will review the request and

consider the suitability of the employee and of the work (see above) before making a decision for approval/disapproval. Employees approved for telework must then complete an "Employee and Supervisor Agreement" and a self-certification "Safety Checklist for Home Based Teleworkers." The supervisor and the employee will jointly review and sign the agreement prior to commencement of telework. Thereafter, the agreement may or may not be reissued for each assignment at the discretion of the supervisor. The three forms are in APPENDIX B.

(2) The assigned telework hours can parallel those in the traditional worksite or be specific to the alternative worksite.

(3) Requests by the employee to change their scheduled telework day in a particular pay period should be accommodated by the supervisor wherever practicable, consistent with mission requirements. A permanent change in the telework arrangement must be reflected in a new telework agreement.

(4) The teleworking agreement and safety checklist should be reviewed during each TAPES performance review and annual performance evaluation.

g. Termination:

(1) Either the employee or supervisor may terminate an approved telework agreement.

(2) Supervisors who terminate a telework arrangement without consent of the employee must give the employee a written notice, including justification, at least 10 working days in advance, unless the termination was the result of a formal disciplinary action or subsequent to the employee being placed on a performance improvement plan. The employee may terminate the telework agreement at any time by providing written notice to the supervisor with a recommended effective date.

(3) If an employee disputes the reasons given by a supervisor for not approving them for teleworking, or for terminating their telework agreement, the employee may submit a grievance using the normal grievance procedure.

ARTICLE 21

Leave

21.1 Annual Leave: Annual leave will be earned according to appropriate statutes and regulations.

a. The taking of annual leave is subject to the needs of the Employer, and requires the approval of the employee's immediate supervisor or designee. When employees can be spared from their duties, annual leave will be granted freely for personal or emergency purposes. Employees have the responsibility of cooperating with their supervisors in scheduling vacation periods and in requesting leave for periods when their service can best be spared. Employees who request annual leave will do so as far in advance as possible in order to minimize impact to mission and potential loss of annual leave. Requests for unscheduled annual leave will be held to a minimum to prevent disruption to work schedules.

b. When unforeseen circumstances necessitate an employee's absence from duty, the employee is required to personally attempt to contact the immediate supervisor, or acting supervisor, as soon as possible but not later than 2 hours after the scheduled start of duty. Failure to reach the immediate supervisor will require the employee to leave a message as to the need to take leave and the amount thereof, and leave a telephone number where the employee can be reached. Furthermore, the employee in such cases will be required to request approval from their supervisor after the fact. The supervisor reserves the right to approve the request retroactively or disapprove the request for annual leave and place the employee in an unauthorized leave status if the employee does not provide acceptable justification for the absence or the failure to request leave in advance.

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

21.2 Court Leave: Court leave is the authorized absence (without loss of, or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance or efficiency rating) of an employee from work status for jury duty, or for attending judicial proceedings in a nonofficial capacity to which the

United States, District of Columbia or State or local government is a party.

a. Court leave will be administered in accordance with pertinent Department of Army and Civil Service regulations. Employees summoned by a court for the purpose of qualifying for jury service, standby time for jury service when the employee cannot report to work because of jury reporting time requirements, or absence for jury duty will not be charged to annual leave, but will be recorded as court leave.

b. An employee serving as a witness for the U.S. Government in an official capacity will be on official duty status and will be entitled to travel expenses, per diem, and/or overtime in accordance with applicable regulations.

21.3 Sick Leave: Employees will accrue sick leave in accordance with applicable laws and regulations.

a. Sick leave (or annual leave if requested) will be granted to employees when they are incapacitated for performance of their duties because of illness. Employees not reporting for work because of illness will notify their supervisor or designee, not later than 2 hours after the scheduled start of duty, to request approval of sick leave and to state when they expect to return to duty.

b. Sick leave (or annual leave if requested) will normally be granted for the purpose of visiting physicians, dentists, opticians, chiropractors, and other practitioners for the purpose of obtaining treatment, diagnostic examinations or X-rays. The amount of leave granted will be based on the hour and length of the appointment and travel time involved. However, employees will exert every effort to arrange for such appointments during non-duty hours and request sick leave for these purposes as far in advance as possible to allow coverage of mission requirements in their absence.

c. Management may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. Management may consider an employee's self-certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. Management may also require a medical certificate or other administratively acceptable evidence as to the reason for absence for any of the purposes described in 5 CFR §630.401(a) for absences in excess

of 3 workdays, or for a lesser period when Management determines it is necessary.

d. Advance sick leave may be granted if the following requirements are met:

(1) All accrued sick leave has been exhausted;

(2) All annual leave which otherwise would be forfeited has been used;

(3) Application is supported by medical evidence;

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

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

(6) The request for advance sick leave is made through the supervisor to Human Resources in writing, and will include copies of all supporting documentation at least five days before the requested effective date. The supervisor may recommend approval or disapproval with justification to Human Resources.

e. Use of sick leave is subject to the approval of the appropriate supervisor.

21.4 Family Friendly Leave Policy: Employees are permitted to use sick leave for family care and for purposes related to the death of a family member. The following are the general provisions of the family friendly leave policy:

a. Employees may request sick leave to (1) provide care for a family member as a result of physical or mental illness, injury, childbirth, or medical, dental, or optical examination or treatment; (2) make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

b. The definition of a family member has been expanded to include: Spouse, parents, spouse's parents, children and their spouses, brothers and sisters and their spouses; any individual related by blood or affinity whose close association with the employee is the equivalent of a family member.

c. The amount of leave an employee may use is limited by the Family and Medical Leave Act (5 CFR 630.401).

d. Full-time employees may request up to 104 hours of sick leave per leave year for family care or bereavement purposes.

e. Full-time employees may be approved for up to twelve weeks of leave without pay, in accordance with the Family and Medical Leave Act.

f. Part-time employees or employees with an uncommon tour of duty are covered as well, however, their entitlement is pro-rated based on their hours of work.

g. To request leave for these purposes, the employee will follow normal leave procedures.

21.5 Holiday Leave: An employee will be excused without charge to leave or loss of pay for all periods of holiday shutdown.

21.6 Leave Without Pay (LWOP):

a. Leave without pay is a temporary non-pay status and absence from duty requested by the employee and approved by the employee's supervisor. Employees may be granted leave without pay on request if they have leave to their credit, but for personal reasons choose not to take it.

b. Leave without pay may be granted by the supervisor in cases such as:

(1) For educational purposes, when the completion of the course will contribute to the organization's best interests.

(2) For illness or disability not of a permanent or disqualifying nature where sick leave has been exhausted.

(3) During any period pending final action on a claim for disability retirement, after all sick and annual leave have been exhausted.

(4) During any period pending action by the Office of Workers Compensation Program of the Department of Labor on a claim resulting from work-related illness or injury.

(5) For at least one year, while being compensated by the Office of Workers Compensation Program.

(6) For the purpose of permitting the employee to participate in programs which the Federal Government is participating in or is encouraging; or

(7) For the purpose of serving, on a temporary basis, as an officer or representative of the Union.

c. Employees who do not have leave to their credit and wish to take leave may request approval of leave without pay from their supervisor.

d. Requests for leave without pay in excess of 30 days will be submitted in writing to the supervisor, outlining the reasons for the request and the approximate dates when the leave will begin and end. The supervisor will review the request to assure that the value to the government or the serious needs of the employee are sufficient to offset such costs and administrative inconvenience as:

(1) Encumbrance of a position;

(2) Obligation to provide active employment at the end of the approved leave period; or

(3) Eligibility for continued coverage of health insurance and life insurance.

e. Leave without pay will not be granted to any employee who has accrued, or who will accrue during the leave year, unscheduled annual leave that must be used or lost by the end of the leave year.

f. When employees can be spared from their duties, the Employer will consider granting requested leave without pay where it will relieve the pressure of manpower restrictions that could cause a RIF or furlough.

21.7 Administrative Leave or Excused Absence:

a. Administrative leave may be granted to employees for participation in activities in accordance with OPM guidance and Government-wide regulations.

b. Administrative leave may be granted by the Commander when the activity shuts down due to circumstances beyond management control or the employee is unable to reasonably gain access to the workplace. Instances such as floods, fires, lack of heat

or electricity, earthquakes, equipment failure, unusual delays in public transportation and similar events are covered under this type of administrative leave.

c. Supervisors have the option to excuse infrequent absences and tardiness of less than one hour by an employee for circumstances reasonably beyond the employee's control. Each case must be considered on its merits.

d. The supervisor may also make administrative leave available under special circumstances such as: attendance at Employer directed counseling sessions, blood donation, funerals for co-workers and participation in the Wellness and Total Fitness Program as set forth in Article 24, Employee Fitness and Health Promotion Programs.

e. When the circumstances exist which would normally result in the granting of administrative leave as defined above and otherwise by regulation or statute, administrative leave will not be unreasonably denied.

21.8 Absence for Maternity/Adoption Reasons: An employee may be absent on leave for maternity or adoption reasons.

a. To the extent available, sick leave, annual leave, or leave without pay under the Family Medical Leave Act may be used to cover the time required for physical examinations and to cover the period of incapacitation. An absence covering pregnancy and confinement is to be treated like any other medically certified temporary disability. After delivery and recuperation, the employee may desire a period of adjustment or may need time to make arrangements for the care of the child. Such additional leave requirements may be taken care of by the use of available sick leave, annual leave or leave without pay. A male employee may be granted sick leave, annual leave or leave without pay to care for minor children, the newborn child or spouse in connection with childbirth.

b. Adoptive parents may avail themselves of the leave provisions. Employees may use sick leave, annual leave, or leave without pay under the Family Medical Leave Act when they must be absent from duty for purposes relating to the adoption of a child. This also includes items such as appointments with adoption agencies, social workers, attorneys, court proceedings, related travel and any other activities necessary to allow the adoption to proceed.

21.9 Religious Absences: An employee whose personal religious beliefs require the abstention of work during limited periods of time will be granted annual leave, religious compensatory leave, or leave without pay, as appropriate, upon request and approval from the supervisor unless the presence of the employee is absolutely necessary. The employee may elect, with the supervisor's approval, to engage in compensatory work time for time lost in meeting those religious requirements. Such compensatory work time is not paid at overtime rates. An employee who so requests compensatory work time may be granted religious compensatory leave during the regularly scheduled tour of duty for such religious reasons at the supervisor's approval.

21.10 Voluntary Leave Transfer Program/Leave Donor Program: Employees may request to participate in the agency Leave Donor Program for circumstances as set forth in 5 CFR 630 Subpart I. Requests to receive or donate leave will be in accordance with procedures established by the Leave Program administrator, currently in Human Resources.

ARTICLE 22

Payroll Withholding of Union Dues

22.1 General:

a. The Employer agrees to withhold Union dues from eligible employees' paychecks at their request, and to remit the monies withheld to the Union.

b. Allotments will be automatically stopped, beginning the first pay period after loss of Exclusive Recognition by the Union. They may be suspended or terminated by appropriate authority.

22.2 Union Responsibilities:

a. The Union will notify the Defense Finance and Accounting Service (DFAS) Customer Service Representative (CSR) and the Human Resources labor relations specialist of the amount of dues to be withheld each pay period and the name and address of the person to receive the withheld dues.

b. The Union will provide to eligible employees Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, to authorize an allotment for withholding dues

from their pay. The Employer will provide these forms to the Union.

c. The Union will inform and educate its members concerning the withholding arrangement for the allotment of dues and in the proper completion of Section B of SF-1187.

d. The Union will complete Section A of SF-1187 and the President or an elected official will certify and forward the form to the Human Resources labor relations specialist for completion. Human Resources will determine the employee's eligibility for dues withholding and mark the appropriate box on SF-1187. If the agency checks "yes", the CSR will forward the form to CSR, who processes and forwards to DFAS, within a reasonable time and give a copy to the Union. If Human Resources checks "no", it will return the form to the Union. The certification and eligibility determination process is solely applicable to administration of dues withholding and does not establish bargaining-unit eligibility.

e. The Union will promptly notify the Human Resources labor relations specialist and CSR in writing, when a member of the employee organization is expelled or ceases to be a member in good standing. Upon receipt of such notice, the Employer will stop the allotment beginning with the next complete pay period.

f. The Union will comply with all provisions and responsibilities required in order to receive payment by the appropriate method or through direct deposit to an account designated by the Union.

22.3 Employer Responsibilities:

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

b. Withheld dues will be forwarded to the Union by DFAS at the time employee paychecks are processed by use of the "Green Check" method or through direct deposit.

c. The Employer further agrees that each remittance check will be accompanied by an alphabetical listing of the names and amounts withheld. The Employer will notify the Union when a copy of a SF-1188, has been submitted by an employee for the revocation of the allotment for the payment of dues.

22.4 Employee Responsibilities: An employee may voluntarily revoke this allotment for the payment of dues at any time by completing a SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues, and by submitting it directly to their servicing DFAS Customer Service Representative (CSR), with a copy to Human Resources, provided such allotment has been in effect for at least one year. Human Resources will notify the Union upon receipt of the revocation request. The revocation will become effective the next full pay period after receipt of the SF-1188 by the CSR.

ARTICLE 23 Safety

23.1 General: Safety is a collective effort and a responsibility of the Employer, the Union and employees. The parties will cooperate to that end by encouraging employees to observe all safety rules, requirements and regulations in the performance of assigned duties. In the course of performing their assigned duties, all employees will be alert to unsafe practices, unsafe equipment and unsafe conditions. When such hazards are observed they will be promptly reported. Employees will be encouraged to report such hazards to the appropriate supervisor and the Safety Officer. If, in the Employer's judgment, an unsafe or unhealthy condition exists, the Employer will take prompt and appropriate action.

23.2 Safety Inspections: A Union representative will be invited to accompany the Safety Officer on scheduled safety inspections where bargaining unit members regularly conduct business or when a severe safety or health issue (asbestos, toxic waste, etc.) may affect an employee. Inspections will be held at least annually with follow-on inspections, as required, to insure a safe work environment.

23.3 South Pacific Division Safety Committee: If Management establishes a South Pacific Division Headquarters Safety Committee, the Union will be allowed to designate at least one Union representative of their choice. Additional members representing the Union may be included on the committee at the discretion of the committee chairperson.

23.4 Security Plans: The Building Services and Procedures Plan, the Tenant Life Safety Plan and the memorandum, General Information and Guidelines for Security will be made reasonably available to all employees.

ARTICLE 24 Employee Fitness and Health Promotion Programs

24.1 Employee Assistance Program: The Employee Assistance Program (EAP) will be made available to all employees to assist in addressing substance abuse or other problems which might affect job performance. The Employer agrees to provide to the employees an annual notice regarding availability of the EAP program benefits.

24.2 Employee Occupational Health Program: The Employer will continue to offer health services to the employees of SPD-HQ to the extent practicable and available locally from the U.S. Public Health Service. This will include the long standing program providing physical exams to 20 employees annually, offered on a rotational basis at no cost to the employees. The parties agree that the Union may designate at least one Union representative to any SPD-HQ health committee. Additional members representing the Union may be included on the committee at the discretion of the chairperson.

24.3 Wellness and Total Fitness Program:

a. The policies and procedures governing the SPD-HQ Wellness and Total Fitness Program, previously referred to as "Fit-to-Win," are set forth and will be administered in accordance with CESPDM OM 600-1-1 and applicable regulations. The goal of the wellness component is to enhance the overall health status of each participant by providing the specific and useful information and resources for enhancement. Specific fitness goals include attainment of cardiopulmonary (aerobic capacity) fitness, healthy body composition, establishment and maintenance of muscular strength and endurance and overall body flexibility.

b. Employees may use Fitness Center facilities or otherwise participate in the SPD-HQ Wellness and Total Fitness Program before work, during lunch, after work, or on their own time. Employees should work with their supervisors to schedule use of the fitness center so that it is consistent with the rules and does not adversely affect the mission. The only exception may be during the initial phases of the program under the guidelines of the Wellness and Total Fitness Program.

c. Employees who are not enrolled in the Wellness and Total Fitness Program, and who demonstrate a legitimate need for use of shower and locker facilities (e.g. for regularly riding a bike to work), may be allowed the use of those facilities as long as there is no conflict with the Wellness and Total Fitness Program participants.

ARTICLE 25 Contracting Out

25.1 Notification: The Employer agrees to inform the Union prior to the issuance of an invitation for bids or request for proposals for any contracting out of work which might result in the termination of employees. The Employer will provide the Union with three milestone charts (when required) and a copy of the invitation for bids or requests for proposals when available to bidders.

25.2 Assistance: The Employer further agrees to minimize termination actions by providing placement assistance to eligible employees in accordance with Article 19, Reduction In Force.

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

ARTICLE 26 Miscellaneous Provisions

26.1 Time Limits: All time limits set forth in this Agreement, unless established by statute or otherwise noted, may be extended for reasonable cause, by mutual consent.

26.2 Union Right to Contact Congress: The Employer has no objection to the Union exercising its right to contact members of Congress. Any use of Official Time for this purpose will be in accordance with the Statute.

26.3 Dress Codes: Employees will be neat and clean in dress and personal grooming while on duty. In this regard, employees may conform to contemporary apparel and contemporary grooming styles that are appropriate to the business setting, provided that the styles do not create a health or safety hazard, interfere

with or tend to interfere with accomplishment of the missions of the Employer in a particular situation by reducing ability to deal effectively with either the public, fellow employees, other governmental agencies or organizational entities.

26.4 Public Transportation:

a. The parties agree to establish a program for encouraging the use of public transportation. This program will include the distribution of transportation schedules, carpool/vanpool coordination and publication of other information appropriate to encouraging the use of public transportation.

b. The parties agree that transportation subsidies are of significant value to the employees and a valuable part of the program. The parties also agree that transportation subsidies will be authorized and distributed according to Department of Transportation procedures.

26.5 Telephone Calls: The parties agree that personal telephone calls, while traveling on government business, are in the interest of both parties when they are of reasonable duration and for the primary purpose of establishing a method of contact in case of emergencies. Such calls benefit morale, improve the welfare of the employee and family and allow greater concentration on work assignments. They are, therefore, considered a requirement for official business and necessary in the interest of the Government. The parties also agree that it is appropriate to reimburse employees for these telephone calls, to the extent allowed by law and government-wide rule and regulation.

26.6 Standby Pay:

a. Employees whose job duties include the requirement to be in a "standby" status will be eligible to receive standby pay in accordance with applicable regulations. Three conditions must be met for the employee to receive standby pay and these conditions will be established in the employee's position description. Namely, the employee must: (1) be restricted to the post of duty, (2) have activities substantially limited, and (3) be in a state of readiness to perform work. The fact that an employee may be required to carry a pager, cellular telephone, two-way radio or other electronic signaling device and remain within a reasonable call-back radius from the post of duty does not, in itself, change the employee's status from on-call to standby.

b. An employee in an "on-call" status is precluded from being paid regardless of whether the employee is required to carry a pager. Employees that are issued pagers, cellular telephones, two-way radios or other electronic signaling devices as a job requirement, and that are in an on-call status, will not be required to restrict their activities to ensure that they can respond to messages received via the devices. Conditions regarding electronic signaling devices and on-call status will be established in an employee's position description. The employee will be entitled to compensation for work performed as a result of messages received.

c. Under certain circumstances the assignment of an employee to duties may meet the requirements for compensation with standby pay. This determination will be made through a comparison of the requirements referenced in Paragraph 26.6 a. and the description of the duties. As a minimum, the description of duties for any employee that is required to carry a pager will contain the following:

(1) Any restrictions there may be upon the employee's activities to maintain a state of readiness;

(2) Requirements regarding responses to the pager;

(3) Periods or circumstances during which restrictions would be in effect; and

(4) Whether the employee must remain in a specified location.

d. The supervisor will provide reasonable notice of when an employee will be placed in a stand-by status. The minimum duration of any assignment to stand-by status will be at least 14 hours per week or 7 hours per non-workday.

26.7 TDY Assignments: Employees on TDY to other Corps Offices, Federal Agencies, Non-Federal Agencies or private sector companies, are subject to and will be paid as entitled by law and according to any applicable provisions of this Agreement. Military Interdepartmental Purchase Requests (MIPR) will reflect provisions of this Agreement, as applicable.

26.8 Employee Records: Upon the request of the employee but normally no more than once per year, the Employer will provide reasonable access to the employee's official personal file if information the

employee needs is not available through automated systems such as MyBiz. Normally the file will be brought to the employee's duty station with chain of custody maintained by Human Resources or an appropriate management official. Any travel that may be required for an employee to view the official personnel file will be on official time, for which the employee will be reimbursed in accordance with 5 CFR 551.422.

26.9 Information Requests: The Employer will inform the Union within 10 calendar days as to whether information requested under 5 U.S.C. 7114(b)(4) will be supplied.

26.10 Outside Employment:

a. The Employer will approve or disapprove in writing an employee's written request to engage in outside employment as soon as possible but not later than 10 working days from receipt of the employee's written request. The request will be made to the Office of Counsel.

b. If a request for outside employment is denied by the Employer, the denial will be for good cause and the Employer's written reply will include the reason(s) for the denial.

c. The Employer will annually issue a written statement on the policy regarding outside employment. Copies of this policy must be permanently posted on official bulletin boards which are readily accessible on a daily basis by employees.

26.11 Survivor Benefit: In accordance with PL 104-208, Section 651, and at the discretion of the Department of the Army, the Employer will pay full survivor benefits ("death gratuity") when applicable and when elected by the employee's personal representative. The parties understand that payment of this death gratuity does not limit the survivor's rights to other remedies and benefits provided under 5 U.S.C. 8101 et seq.

ARTICLE 27

Reproduction and Distribution

27.1 Agreement Cover: The color of the cover of the Agreement will be yellow. The effective dates of the Agreement, beginning and ending, will be printed on the cover. The words "Labor-Management Agreement"

will stand out on the cover. The Union symbol and SPD logo will both appear at the top of the cover.

27.2 Format: The Agreement will be printed in one size, 8 1/2 X 11 inches. The Agreement will have a subject index in the back prepared by the Union.

27.3 Distribution:

a. Copies of this Agreement will be available in CEHR-SPD and through the Union. Each new management official, supervisor and bargaining unit member will receive a copy of the Agreement from CEHR-SPD. The Agreement will also be available electronically through the use of computers, but in an unalterable (read only) form.

b. The Employer will make prompt distribution of copies of this Agreement and of any amendments or supplements to this Agreement to all management officials, supervisors and bargaining unit members. In addition, the Employer will furnish at least 25 copies to the Union. Future amendments or supplements will be distributed as agreed upon when negotiated.

ARTICLE 28

Unfair Labor Practice Charges

28.1 General: The parties agree that the filing of an Unfair Labor Practice Charge (ULP) results in a loss of control of the settlement by the parties and that ULP's are not a good alternative to managing change by mutual agreement and consent.

28.2 Pre-notification of Unfair Labor Practice Charges:

a. The Employer and the Union agree that prior to filing a ULP, they will discuss the issue(s) and attempt resolution. Both parties will comply with the following procedures prior to filing a ULP with the Federal Labor Relations Authority (FLRA).

b. Prior to the filing of a ULP with the FLRA, the charging party will provide a copy of the charge (FLRA Form 22) to the party alleged to have violated the Federal Service Labor-Management Relations Statute. This informal charge will indicate the basis of the alleged violation and the specific provisions of the 5

U.S.C. Section 7116 alleged to have been violated. The informal ULP will be in writing and will be provided to the responding party at least 15 calendar days prior to the filing of a formal ULP with the FLRA.

c. When the Union is the charging party, it is to provide a copy of the informal charge to the Commander or Labor Relations designee. The 15-calendar-day period will begin upon receipt of the informal charge. When the Employer is the charging party, it is to provide a copy to the Union President or designee. The 15-calendar-day period will begin upon receipt of the informal charge.

d. During this 15-calendar-day period, both parties will meet in an attempt to informally resolve the alleged violation. This period of time may be extended by mutual consent.

e. The party receiving the intent to file will have 15 calendar days to respond in writing to the charging party. The response will include a statement as to whether there is substantial agreement on the facts alleged in the ULP, or if there is not substantial agreement on the facts, the position of the other party along with any supporting documentation. The response will include a description of what action, if any, is proposed to resolve the charge. The charging party may file the ULP if no response is received.

f. In the event that the informal charge is not resolved to the satisfaction of the charging party within the 15-calendar-day period, or longer, if extended by mutual agreement, the ULP may be forwarded to the FLRA. The filing of a ULP with the FLRA will not preclude the parties from seeking a resolution of the charge.

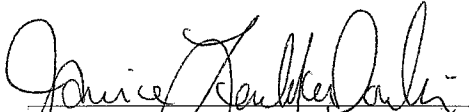
g. The parties agree that full mutual disclosure of all relevant facts and mutual agreement on those facts prior to any trial or other proceeding involving the FLRA would benefit the interest of justice. The parties agree to provide each other copies of all documents provided to the FLRA that are related to the ULP, unless they are restricted by attorney-client privilege or the privacy act.

ARTICLE 29
Effective Date

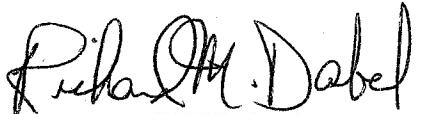
Following ratification by the membership of the International Federation of Professional and Technical Engineers, Local 49, and approval by the Department of Defense, this Agreement will be in full force and effect.

In WITNESS WHEREOF the parties executed this AGREEMENT on this 14th day of July 2009.

FOR THE EMPLOYER:
U.S. Army Corps of Engineers
South Pacific Division Headquarters




Janice L. Dombi
Colonel, U.S. Army
Commanding



Richard M. Dabel
Employer Chief Negotiator

FOR THE UNION:
International Federation of
Professional and Technical Engineers
Local 49



James Todd Snow
President and Union Chief Negotiator

APPENDIX A

Official Time Type Hours Code

Examples are intended to be illustrative only and are not intended to be exclusive

BA - Term Negotiations. Official Time used by Union representatives to prepare for and negotiate a basic collective bargaining agreement or its successor. Typically used only for time used to prepare for and negotiate the labor agreement when it expires;

BB - Mid-Term Negotiations. Official Time used to bargain over issues raised during the life of a term agreement. Typically, this is used regarding matters for which the Union or Employer receives formal notice of change or request to bargain during the life of the labor agreement;

BD - Labor Management Relationships (General Labor-Management Relations). Official Time used for: meetings between labor and management officials to discuss general conditions of employment; labor-management committee meetings; labor relations training for Union representatives; internal Union representational deliberations and Union participation in formal meetings and investigative interviews. This is typically used to report hours spent working on partnership initiatives, informal Unfair Labor Practices, or to participate as the Union representative on a Division committee; and,

BK - Grievance and Appeals (Dispute Resolution). Official Time used to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the various administrative agencies such as the MSPB, FLRA and EEOC and, as necessary to the courts. Used only by designated Union representatives who are representing employees who file Union grievances (up through arbitration), to process formal Unfair Labor Practices, to represent and process formal appeals of adverse action to the MSPB, EEO, etc.

APPENDIX B

Telework Forms

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**South Pacific Division
Request for Participation in Telework Program**

I, _____, request to participate in the Telework Program. I understand that if my participation is approved, I am bound by the terms and conditions of the program as outlined in the Employee /Supervisor Agreement.

2. I understand my participation is for _____ (length of time) and that I may request an extension to this arrangement upon its expiration. I understand that if management does not have the resources to support this endeavor, i.e., required computer equipment, or operating budget funds, my request will not be approved at this time.

3. I understand that my participation is voluntary and that either the supervisor or I may discontinue my participation in the telework program at any time. Upon termination, the supervisor and I are obligated to make arrangements for my return to the official duty station as quickly as possible after notification of termination.

Please complete the following information:

Current Position Title, Series Grade: _____

Official Duty Location: _____

Latest Performance Appraisal Rating: _____

Type of telework desired:

_____ Ad-Hoc _____ Regular and Recurring

I wish to telework from:

_____ Home Address _____

_____ Other Address _____

Please provide a complete pay period work schedule (days/hours at alternate site and in the office):

Week One Days	Hours	Location (O-Office) (A-Alternate Site)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

Week Two		
Days		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

Mileage Savings: I estimate that the telework arrangement will result in a reduction of approximately _____ miles traveled in commuting per week and/or _____ saved in transit costs.

I wish to participate in the Telework Program for the following reason(s):

I will perform the following duties or functions at the alternate work-site:

Employee's Signature _____ Date _____

SUPERVISOR CERTIFICATION:

I APPROVE/DO NOT APPROVE THE ABOVE EMPLOYEE TO PARTICIPATE IN THE TELEWORK PROGRAM. Please state reasons for disapproval. If the above employee is ineligible to participate, please indicate, if appropriate, when the employee may re-apply. One additional sheet may be attached, if more space is needed.

Supervisor Signature _____ Date _____

**South Pacific Division
Employee and Supervisor Agreement**

THE FOLLOWING CONSTITUTES AN AGREEMENT ON THE TERMS AND CONDITIONS OF THE TELEWORK PROGRAM BETWEEN:

Employee's Name (Print)
Supervisor's Name (Print)
Organization

1. Employee volunteers to participate in the program and to adhere to the applicable guidelines and policies. Employee recognizes that the telework arrangement is not an employee entitlement but an additional method the agency may approve to accomplish work.

2. a. Employee's on-site official tour of duty is:

From _____ To _____

On the following days: 1st Week of Pay Period: _____
2nd Week of Pay Period: _____

b. Employee's alternate work site tour of duty will be:

From _____ To _____

On the following days: 1st Week of Pay Period: _____
2nd Week of Pay Period: _____

These dates and hours of work may be modified as needed to meet mission requirements as required or approved by the supervisor.

3. The employee agrees to not conduct personal business while in official duty status at the alternative workplace, for example, making home repairs, caring for dependents, family members, etc.

4. Employee's official duty station is: _____

5. Employee's alternate worksite location (Complete address) is:

NOTE: All pay, special salary rates, leave and travel entitlement are based on the employee's official duty station.

6. The employee's timekeeper will have a copy of the employee's work schedule and will record the employee's time and attendance for performing official duties. The supervisor agrees to certify biweekly the time and attendance for hours worked at the regular office and the alternative workplace.

7. The employee agrees to follow established office procedures in obtaining supervisory approval for requesting and obtaining approval of leave, overtime, and credit time. The employee agrees to work overtime only when ordered and approved by the supervisor in advance and understands that overtime work without such approval is not compensated and may result in termination of the privilege and/or other appropriate action.

8. The employee agrees to permit inspections of the authorized telework location during normal working hours to assess worksite conformance with safety standards and other work related business.

9. Equipment. Only government-owned computer equipment, software, and communications, will be utilized for regular and recurring telework arrangements. Government-furnished equipment will be will only be used for official duties and by the government employee. Only hardware/software procured by the Federal government will be installed on government owned equipment. The employee is responsible for protecting the equipment and using the equipment only for official purposes. The government is responsible for the maintenance of all government-furnished equipment. Under no circumstances will employees add non-government owned or unauthorized hardware or software to the government owned computer. Employee is responsible for keeping government equipment current with anti-virus updates per information assurance policies and procedures.

10. Information Handling. In no case will documents that contain classified information be processed, or be authorized for processing, at other than approved U.S. Government locations. The employee agrees to protect all government and agency records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, 5 U.S.C. 552a.

11. Utilities/Expenses. The government is not responsible for operating costs (i.e., home maintenance, insurance, phone line(s) or utilities) that are associated with the employee using his or her home as an alternative worksite. The government understands the employee does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by statute and regulations.

12. Liability. The employee is covered under the Federal Employee's Compensation Act if injured in the course of actually performing official duties at the regular office or the alternative duty station. Any accident or injury occurring at the alternate worksite must be brought to the immediate attention of the supervisor. The supervisor must investigate all reports immediately following notification of the incident.

13. The Government will not be liable for damages to the employee's personal or real property during the course of performance of official duties or while using government-owned equipment in the employee's residence, except to the extent the Government is held liable by the Federal Tort Claims Act claims or claims arising under the Military Personnel and Civilian Employee's Claim Act. Employees entrusted with government property are responsible for its proper and official use, care, custody and safekeeping.

The employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the employee performance plan. The employee agrees to provide regular reports, if required by the supervisor, to help judge performance. The employee understands that a decline in performance may provide a basis for canceling the agreement.

Standards of Conduct. Employee agrees he/she is bound by all applicable standards of conduct while working at the alternate site.

Employee Signature and Date: _____

Supervisor Signature and Date: _____

South Pacific Division
Safety Checklist for Home Based Teleworkers

The following checklist is designed to assist in assessing the overall safety of the teleworking employee's alternative worksite. Supervisors will also use this checklist to assist in conducting any safety inspections of the employee's home office.

Name:

Organization:

Alternative Worksite Location:

Describe the designated work area in the alternative worksite:

A. Workplace Environment

1. Temperature, noise, ventilation and lighting levels adequate for maintaining your normal level of job performance.
2. All stairs with four or more steps are equipped with handrails.
3. All circuit breakers and/or fuses in the electrical panel are labeled as to intended service.
4. Circuit breakers clearly indicate if they are in the open or closed position.
5. All electrical equipment is free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wired, flexible wires running through walls, exposed wires to the ceiling).
6. The building's electrical system permits the grounding of electrical equipment
7. Aisles, doorways, and corners are free of obstructions to permit visibility and movement.
8. File cabinets and storage closets arranged so drawers and doors do not open into walkways.
9. Chairs do not have loose casters (wheels) and the rungs and legs of the chairs are sturdy.
10. Phone lines, electrical cords, and extension wires are secured under a desk or alongside a baseboard.
11. The office space is neat, clean, and free of combustibles.
12. Floor surfaces are clean, dry, level, and free of worn or frayed seams.

13. Carpets are well secured to the floor and free of worn or worn seams.
14. There is adequate light for reading.

B. Computer Workstation (if applicable)

15. The chair is adjustable.
16. You know how to adjust your chair.
17. Your back is adequately supported by a backrest.
18. Your feet are flat on the floor or are fully support by a footrest.
19. You are satisfied with the placement of your monitor and keyboard.
20. You can easily read the text on your screen.
21. You have enough legroom at your desk.
22. The screen is free from noticeable glare.
23. The top of the screen is eye level.
24. There is space to rest arms while not keying.
25. When keying, your forearms are close to parallel with the floor.
26. Your wrists are fairly straight when keying.

THIS DOUMENT IS A SELF CERTIFICATION BY THE EMPLOYEE. THE GOVERNMENT MAKES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE ITEMS CERTIFIED HERETO BY THE EMPLOYEE.

Employee's Signature and Date:

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