

Negotiated Agreement

Between

U.S. Army Corps of Engineers
Engineer Research and Development Center
Cold Regions Research and Engineering Laboratory

And

Local 4, Chapter 1
Professional Unit
International Federation of Professionals and Technical
Engineers

September 21, 2006

Interim Agreement

This Agreement is entered into by and between the Local 4, Chapter 1, professional unit, International Federation of Professional and Technical Engineers, AFL-CIO and United States Army, Corps of Engineers, Engineer Research and Development Center (ERDC), Cold Regions Research and Engineering Laboratory (CRREL).

Preamble

The parties acknowledge the importance of free and open communications between Representatives of the Local 4, Chapter 1, International Federation of Professional and Technical Engineers, AFL-CIO and the United States Army, Corps of Engineers, ERDC, CRREL. Moreover the parties acknowledge the importance of resolving issues between the parties informally, and at the lowest possible level. To that end the parties do not intend by this Agreement to discourage or impede in any way open communications among the Union, individual employees and Agency representatives.

Article 1. Recognition Article

Section 1

The United States Army, Cold Regions Research and Engineering Laboratory, hereinafter known as the Employer, recognizes the International Federation of Professional and Technical Engineers (IFPTE), Local 4, Chapter 1, hereinafter known as the Union as the exclusive representative of all full-time and part-time and seasonal permanent professional employees of the US Army Corps of Engineers Cold Regions Research and Engineering Laboratory (CRREL), located at Hanover, NH and employees at duty stations assigned to the CRREL, Hanover, NH and full time, part-time, and seasonal permanent employees of the Engineer Research and Development Center, U.S. Army Corps of Engineers, Vicksburg, Mississippi, duty stationed at CRREL, Hanover, NH.

Section 2

The term "Employee" when used in this Agreement, means only bargaining unit employees, unless otherwise stated;

The term Union, when used in this Agreement, means the Local 4, Chapter 1, International Federation of Professional and Technical Engineers, AFL-CIO, the

exclusive bargaining representative (i.e., the Union); and

The term "Agency" or "Laboratory", when used in this Agreement, means the Hanover, NH ERDC site.

The term "preparation time" means time spent reviewing relevant documents, conducting research, investigating facts, drafting proposals, interviewing witnesses, meeting with grievants or potential grievants and witnesses, meeting with bargaining unit members, the bargaining team, and/or legal counsel.

Article 2 Employee Rights

Section 1

Each employee shall have the right to join, or assist the Union without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided in law and this Agreement, such rights include the following:

- A. The right to act for the Union in the capacity of a representative;
- B. The right, in that capacity, to present the views of the Union to heads of offices, departments and agencies or other officials of government, the Congress, or other appropriate authorities; and
- C. The right to engage in collective bargaining with respect to terms and conditions of employment through representatives of the Union.

Section 2

All employees shall be treated fairly and equitably in all aspects of personnel management, and without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, handicapping condition, and with proper regard and protection of their privacy and constitutional rights.

Article 3 Union Rights

Section 1

The Union will be afforded an opportunity to be represented at any formal discussion between one (1) or more representatives of the Agency and one (1) or more employees or their representatives concerning (a) any grievance or (b) any personnel policy or

practice or other general condition of employment. For discussions with employees concerning grievances, the Agency representative or official intending to hold such a discussion will provide the appropriate Union representative with reasonable advance notice of the discussion. For formal discussions dealing with matters other than grievances, the Union will be given advance notice of the meeting via electronic mail and/or telephonically by contacting the Union President or designee, when practicable, at least five (5) agency work days in advance of the discussion.

Section 2

At those meetings where the Union is represented, the attendance of the Union representatives will be acknowledged by the Agency representative or official at the start of the meeting. Furthermore, the Agency will permit the Union representatives to ask questions, and to present a brief statement before the end of the meeting outlining the Union position concerning the issues. All issues planned to be discussed at the meeting by the Agency will be listed in a written agenda, where practicable, which will be forwarded to the Union at the same time that the Union receives prior notice of the meeting. Major discussion should be limited to topics on the agenda, if significant discussion outside the agenda ensues either party may request that discussion be postponed to a later date so that both parties may be properly prepared for the topic.

Section 3

The Union may refuse to represent non-members in matters outside the contract, e.g., statutory appeals, adverse actions, or EEO complaints.

Article 4 Representational Rights and Duties

Section 1

Consistent with 5 U.S.C. § 7114(a)(2)(B), as the exclusive representative, the Union shall be given an opportunity to be present, speak, ask questions and/or present materials at any examination of an employee in the unit by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee; and the employee requests representation.

Consistent with 5 U.S.C. § 7114(a)(2)(A), as the exclusive representative, the Union shall be given the opportunity to be represented at (but not limited to an observer status) any formal discussion, including focus group meetings. The Parties understand that in determining whether the rights accorded a union by Section 7114(a)(2)(A) are applicable to any meeting, four elements of the meeting must exist, namely, (1) a discussion must occur, (2) the discussion must be formal in nature, (3) the discussion must be between one or more unit employees or their representatives and one or more representatives of the agency, and (4) the discussion must concern a grievance, personnel practice or other general conditions of employment. A meeting

concerning a grievance is by definition a formal meeting.

Section 2

Once an employee chooses to exercise this right by requesting representation, no further questioning will take place until the employee's representative is present, generally within one day. In the event of an emergency situation and where a union representative cannot be reached, the employer may offer the employee the choice of continuing the interview unaccompanied by the Union representative or having no interview at all. The preceding sentence does not restrict management's right to cancel or discontinue an interview at any time.

Section 3

For investigatory interviews the Agency will give the Union the maximum notice practicable, by electronic mail, facsimile and/or telephone to allow the Union a meaningful opportunity to exercise its rights.

Section 4

The Union will designate representatives and alternate representatives to fulfill the Union functions provided for in this article. In such cases, the designated representative is responsible for briefing the alternate representative to facilitate the alternate's performance of his/her representational duties. The Agency acknowledges that due to the work and travel schedules experienced by the bargaining unit members, the Union may from-time-to-time designate a primary and an alternate representative to a particular matter. The Union will only designate primary and alternate representatives to attend a meeting with management, based upon a good faith belief that it will result in the most efficient overall use of official time by the Union. One union representative shall have the authority to speak for and make commitments on behalf of the union. If the primary union representative is not available the designated alternate union representative shall act in place of the primary union representative. If this practice raises an issue the parties agree to revisit it.

Article 5 Official Time

Section 1

The Employer and the Union agree that there are mutual benefits resulting from the use of official time to represent employees and to work with supervisors and managers to resolve issues and concerns. Official time granted will be adequate to represent bargaining unit employees and administer this Agreement with the Employer.

Section 2

For purposes of this Agreement the term official time shall include the purposes set forth in 5

U.S.C. § 7131, as well as other representational activities including:

- A. Attendance at meetings with the agency concerning personnel policies, practices, and working conditions or any other matter covered by 5 U.S.C. § 7114(a)(2)(A);
- B. Attendance at meetings to discuss or present unfair labor practice charges or unit clarification petitions;
- C. Representation of employees in disciplinary matters, including proposed disciplinary actions;
- D. Attendance to present appeals in connection with statutory or regulatory procedures in which the Union is a party or is designated as the representative, (e.g., MSPB and EEOC proceedings)
- E. Attendance at examinations of any employee in the unit by a representative of the Agency, in connection with an investigation.
- F. Attendance at grievance meetings and arbitration hearings where such meetings or hearings are an outgrowth of proceedings commenced pursuant to this contract;
- G. Attendance at meetings of committees, workgroups or focus groups created by or in conjunction with the Agency at which Union representatives are participating;
- H. Attendance at and preparation for negotiations;
- I. To confer with employees with respect to any matters for which remedial relief may be sought pursuant to the terms of this agreement;
- J. To review documents that are-only available during duty hours;
- K. To meet and/or confer with representatives of the IFPTE or AFL-CIO in connection with the working conditions of employees and on issues covered by this agreement;
- L. To investigate, prepare for or attend meetings or hearings relating to the terms and conditions of employment of a bargaining unit employee, such as grievance/arbitration, FLRA, MSPB, EEO or other disciplinary actions, adverse action proceedings and

ULP charges and complaints;

- M. To prepare and maintain records and reports required of the Union and its representatives by any Federal agency including the Employer.
- N. To respond to Congressional contacts including:
 - 1. Requests or subpoenas to attend a meeting(s), appearance at a hearing(s), or providing other information involving Bargaining Unit employees or conditions of employment; or
 - 2. Requests or subpoenas to present testimony before Congress, provided the testimony involves a bargaining unit employee's condition of employment.
- O. Time spent in preparing replies to agency proposals and proposed agency policy changes submitted to the Union for comment or consideration.
- P. Time spent in processing informal grievances, or other inquires (telephone or oral) related to labor-relations matters and providing other representational support issues

Section 3.

Official time may only be used on the days and during the times that a local union official would be otherwise in a duty status.

Section 4

The Union will provide to the Management Chief Negotiator a current list of union representatives, and will maintain this list. Employees not on this list will not be authorized to charge official time.

Section 5

- A. Management recognizes that bargaining unit members may approach union representatives informally (brief and limited) with questions or concerns regarding representation, without first requesting supervisory approval.
- B. Bargaining unit employees will also be allowed reasonable duty time, upon request to the employee's supervisor, to consult with a union representative for representational purposes or for representing themselves consistent with the terms of this agreement and applicable regulations and law. This includes time for

preparation, attendance at meetings and/or hearings for matters such as, grievances/arbitration, FLRA, MSPB, EEO, or other disciplinary actions, adverse action proceedings, and ULP charges and/or complaints.

Section 6

- A. Union representatives will be provided reasonable official time to perform representational purposes consistent with Section 2 of this Article.
- B. Official time will be approved upon advance notification to the supervisor stating the approximate amount of official time, the approximate timeframe in which the time will be used, and the general category of the representation activity (i.e. one or more of the categories listed in paragraph 2. A-P above). The parties agree that advance notification may be verbal or written and may be transmitted in person, or by hand delivery, telephone, fax, or email. If the Supervisor believes that mission requirements would be compromised by any particular official time usage, he/she will promptly notify the union representative of this concern and mutually determine an alternative time, at the earliest possible date, when the official time can be used.
- C. In the interest of practicality, the parties have a mutual interest in ensuring that official time usage proceeds without undue disruption to mission related work. To that end, as an exception to 7.B, brief limited usage (e.g. sending/responding to email/phone calls, scheduling a meeting, informal contacts with bargaining unit members) need not be notified or approved in advance where to do so would unreasonably disrupt mission-related work. In any event, such usage will be reported along with all other official time usage, in connection with the employees' time sheet reports.
- D. The parties have a mutual interest in limiting official time usage by any one Union representative in a calendar year, in order to allow Union Representatives to also pursue their mission responsibilities. To further this interest, the Union will, to the greatest extent practicable, distribute representational responsibilities among Union representatives to ensure that Union representatives are required to spend no more than 275 hours on official time in a calendar year. In the event the Union determines that it is necessary for any individual representative to use more than 275 hours in a calendar year, the Union will notify the Agency so that the parties can promptly engage in a good faith effort to resolve any Agency and Union concerns regarding official time usage. If the parties cannot resolve their concerns they agree to utilize the provisions of the Arbitration Article to resolve their dispute on an expedited basis.

Section 7

Employees representing the Union on a special project mutually agreed to by the parties will be on official time.

Section 8

Official time will not be granted for internal union business, or to represent employees outside the bargaining unit.

Section 9

It is understood that nothing in this agreement is intended to limit the statutory rights to official time provided pursuant to 5 U.S.C. § 7131 or any other statute or regulation.

Article 6 Use of Agency Equipment and Resources

Section 1

For the purpose of preparing for or effectuating labor-management relations, or any other purpose for which official time is permitted under this Agreement the Agency will allow reasonable use of telephone service, photocopy machines, and the Laboratory internal mail system for communication with management and bargaining unit employees. The Agency will allow reasonable use of regular mail/postage (excluding priority, express, or overnight mail) by the Union. The Union will ensure that its use of the above-listed equipment does not unduly interfere with the normal operations of the office. Reasonable use of government e-mail by the Union to communicate internally and with unit employees is permitted.

Section 2

Union representatives are allowed a reasonable use of their government work computers, email accounts, internet connections, printers, phones and fax machines for representational purposes. At least once every quarter, the Agency will provide a current list of the employees included in the Professional Bargaining Unit via email to the Union President and Vice President.

Section 3

Management agrees to pay for travel for management initiated events for Union representatives in accordance with the JTR and applicable policies. Any such travel may include the workday before and after the activity where appropriate and consistent with applicable travel regulations.

The Union agrees to pay for its members for Union initiated events. The Agency agrees to authorize government airfare and lodging rates per the JTR when official time is appropriate and approved for Union initiated meetings.

Section 4

The parties agree that consistent with the opportunity for full discussions every reasonable effort will be made to avoid travel and per diem costs by using alternative methods such as conference calls and/or video teleconference.

When the Agency, Union or employee(s) files a grievance, and the parties agree travel of the union representative is necessary (i.e. alternative forms of meeting such as conference calling or video teleconference would fail to provide for effective grievance meeting), the Agency agrees to pay the travel costs for the Union representative; the Union agrees to pay lodging, meals and incidentals for the Union representative. If the parties agree that the appearance of the grievant in person is necessary, the Agency will pay for travel and per diem of the grievant.

Section 5

If travel is required for arbitration, the agency will pay travel and per diem for any out-of-town grievant and arbitrator-approved witnesses, normally not to exceed two days.

Article 7 Grievance Procedure

Section 1

The Employer and the Union recognize the importance of resolving workplace issues as expeditiously and cost effectively as possible. Employees are encouraged to bring matters of personal concern regarding conditions of employment to the attention of the Employer and the Union. Therefore, the initiation of a grievance in good faith by an employee shall not cast any reflection on his/her standing with the Employer or on his/her loyalty and desirability to the Activity.

Section 2

Resolution of matters at the lowest level is always desirable. Where appropriate, an employee who has a problem or concern should first discuss the matter with his/her immediate supervisor and/or Union Representative to determine what actions/processes are available and necessary to resolve the issue. Should the employee find it necessary to formally address the item of concern, the employee must use the grievance procedure delineated herein to proceed. SECTION 13 of this Article contains the specific steps and time restrictions for processing a grievance under this agreement.

The parties are encouraged to utilize Alternative Dispute Resolution (ADR) processes to seek and identify recommended resolutions to grievances. A wide range of ADR processes are available to the parties and are described in Section 13 below.

Section 3

Should the Union or the Agency find it necessary to formally address an item of concern they

should file a formal grievance following the procedures outlined in Section 13, not later than 10 work days following the date of the act or event creating the problem or the date the Union or Agency became aware of (or reasonably should have become aware of) the act or event. Union grievances should be filed with the Laboratory Director and Agency grievances should be filed with the Union President. Upon receipt of the grievance, the Laboratory Director or the Union President has 15 work days to attempt resolution and issue a final written decision. If arbitration is invoked by either party in these grievances the procedures set forth in Article 8, Arbitration should be followed.

Section 4

If the problem/concern is covered under the grievance procedure and a statutory procedure, the matter may be raised under the applicable statutory procedure or the negotiated grievance procedure, but not both.

Section 5

The following matters are excluded from the negotiated grievance procedure.

- a. Any claimed violation of subchapter III of chapter 73 of 5 United States Code (USC) (relating to prohibited political activities)
- b. Retirement, life insurance, or health insurance
- c. Any examination, certification, or appointment
- d. A suspension or removal under section 5 USC, 7532 which relates to national security reasons
- e. The classification of any position which does not result in the reduction in grade or pay of an employee
- f. Matters related to the separation of probationary

employees

Section 6

Grievances filed under this agreement must be typed or written on a grievance form included at the end of this article. Any employee may refer a grievance to the Union for processing on their behalf.

Section 7

Time frames during the processing of a grievance may be mutually extended by written agreement. Failure on the part of the Agency to meet any of the time limits will permit the grievant to advance the grievance to the next step in the grievance process. Failure of the grievant to meet the time limits shall constitute withdrawal and termination of the grievance. The grievant may withdraw a grievance at any time prior to the request for arbitration.

Only the Union may request arbitration for employee or Union initiated grievances. Only authorized management officials may request arbitration for Agency initiated grievances. Only a Party requesting arbitration may withdraw its grievance thereafter. Agency and Union initiated grievances follow the same time restrictions as outlined for grievances initiated by an employee as outlined in Section 13.

Section 8

Reasonable time during working hours will be allowed upon request to the supervisor for employees to meet with Union representatives to discuss, prepare, and present grievances, including attendance at meetings with management officials. Management and the Union agree to conserve resources by using the minimum amount of time in the discussion, preparation and presentation of grievances.

Section 9

The grievant, their designated representative and any employee having direct knowledge of the circumstances of the grievances will be granted time off from their regular duty hours to the extent reasonable and necessary to prepare for and participate in official proceedings. This time will be granted without loss of pay or charge to leave.

Section 10

In cases of suspension greater than 14 days, removal, reduction in grade or pay, or furlough for 30 calendar days or less, an employee may choose the negotiated grievance procedure or the statutory appeals procedure, but not both.

Section 11

An employee is considered to have exercised the option to raise a matter under the statutory appeals procedure or the negotiated grievance procedure when the employee timely files a grievance or appeal in writing. A grievance taken up in the Informal problem solving stage (Section 13, Step 1) is not considered an election to grieve until the grievance is presented in writing.

Section 12

When designated as a representative, the Union shall be afforded the opportunity to be present during any formal grievance proceeding. The employee may designate a Union Representative and an alternate, in the event that the designated Union Representative is not available. When the grievant elects not to designate the Union as a representative, the Agency will provide to the Union a copy of the grievance and its resolution with personal identifying information deleted

Section 13

The following are the optional and required steps of the Grievance Procedure:

1. Informal Problem Solving (Optional)

An employee may informally present any work related problem to their immediate supervisor before filing a formal grievance. If the problem involves a matter or action directly involving that supervisor, the employee may present it to the next level supervisor. If informal problem solving is selected by the employee, the problem must be presented within 10 work days following the date of the act or event creating the problem or the date the employee became aware of (or reasonably should have become aware of) the act or event. The employee may present a matter of concern regarding a continuing practice or condition at any time.

The problem solving effort includes a meeting between the supervisor and the employee with a union representative present if the employee requests union representation. This meeting shall occur within 5 working days from the date the employee notifies the supervisor of the problem or issue unless mutually extended. A supervisor must consider the employee's problem and attempt to resolve it. Following the meeting the supervisor will prepare a memorandum documenting the matter (including the supervisor's determination on the matter) and give the employee a copy. This shall be provided to the employee within 5 work days following the meeting. When the grievant elects not to designate the Union as a representative, the Agency will provide to the Union a copy of the memorandum with personal identifying information deleted.

If the problem cannot be resolved during the informal problem solving meeting, the employee must present their grievance at the required Step 1 below to continue processing the grievance

2. Formal Grievance Procedure

Step One: The grievance will be written and presented to the first line supervisor or his or her designee, unless the grievant has raised the issue to the first line supervisor in the problem solving stage. In the event the employee has utilized the problem solving stage, the grievance shall be presented to the next higher level supervisor.

In the event the next level higher level supervisor is unavailable the designee shall be an employee designated to adjudicate the grievance.

The grievance must be received by the supervisor/designee not later than 10 work days following the date on which the problem solving stage is completed or following the date of the act or event creating the problem or the date the employee became aware of (or reasonably should have become aware of) the act or event. A grievance shall be considered as timely filed when it is hand delivered or mailed by U.S. mail or placed in the CRREL internal mail, together with a signed certificate of service verifying date and method of service per the negotiated grievance form.

The grievant or his/her representative may request an oral presentation of the grievance. If requested, the oral presentation will take place within 5 work days following the date the grievance was received unless the parties mutually agree otherwise. The supervisor will issue a written grievance answer within 10 work days following the date on which the grievance was received or within 10 work days of the date of the oral presentation. Failure of the supervisor to issue a written answer to the grievance within the prescribed time limits shall allow the grievant to move the grievance to the next step. When the grievant elects not to designate the Union as a representative, the Agency will provide to the Union a copy of the grievance and its resolution with personal identifying information deleted.

Step Two: If resolution was not reached at Step One of the grievance, the grievant and/or designated representative may present the grievance at Step Two for decision by the Laboratory Director/Designee. The grievant may, or if represented by the Union with the concurrence of the Union, request to participate in nonbinding Alternative Dispute Resolution (ADR) in accordance with the mutually agreed upon ADR procedures. The parties are encouraged to utilize Alternative Dispute Resolution (ADR) processes to seek and identify recommended resolutions to grievances. A wide range of ADR processes are available to the parties and include but are not limited to conciliation, cooperative problem solving, dispute panels, early neutral evaluation, facilitation, fact finding, interest-based problem solving, and mediation.

If the employee elects to present the grievance to the Laboratory Director/designee for a decision they must:

- a. Within 10 work days following the receipt of the Step One decision forward the grievance to the Laboratory Director/designee for a decision.
- b. Upon receipt of the grievance, the Laboratory Director or designee has up to 15 work days to attempt resolution and issue to the grievant and Union, if designated by the employee as a representative, a final written decision on behalf of the Agency. When the grievant has elected not to designate the Union as a representative the Agency will provide to the Union a copy of the grievance and its resolution with personal identifying information deleted.

The parties are encouraged to resolve/formulate a mutually agreeable solution of the dispute. If a solution is mutually agreed to by the parties, the solution shall be specified in writing. When the grievant has elected not to designate the Union as a representative the Agency will provide to the Union a copy of the dispute and its resolution with personal identifying information deleted. If the grievant elects not to designate the Union as a representative, this election is a nonrevokable action until final decision of the Agency is rendered.

If the employee elects to use the ADR process the following applies:

a. If a grievant elects to use ADR during Step Two of the grievance process, the Union, grievant and Agency shall mutually agree as to the ADR process. If a grievant does not elect representation, the grievant and the Agency shall mutually agree as to the ADR process. Once an ADR process has been elected, the Union, grievant and Agency shall meet within five (5) work days to select the appropriate ADR methodology which may include more than one ADR option. If the parties cannot mutually agree which ADR process to utilize, then the ADR Peer Panel process, specified in option 4 below shall be the ADR process. The ADR Panel shall complete its efforts and prepare a recommendation to the Lab Director and the Union, if designated, within the mutually agreed upon time frames. All ADR discussions and deliberations are confidential. Any materials provided to the panel or neutral will be destroyed by the ADR Panel or neutral when the ADR process concludes. The Laboratory Director or designee shall provide the Step Two grievance decision to the grievant and the Union within five (5) work days from the conclusion of the ADR process. When the grievant has elected not to designate the Union as a representative the Agency will provide to the Union a copy of the dispute and its resolution with personal identifying information deleted.

b. Depending upon which ADR process is agreed upon; the parties shall mutually select a neutral party to lead the ADR effort. Any out of pocket (i.e. non-ERDC, non-Agency employee professional fees and expenses) cost of the ADR neutral shall be mutually shared. In the event the grievant elects not to designate the Union as a representative and the grievant and the Agency mutually agree to select an ADR option involving a non-ERDC, non-Agency mediator, conciliator or neutral party, the Agency will pay out of pocket expenses for this neutral. The recommendation rendered by the neutral party shall be provided to the grievant, Union if designated, and management, and delivered to the deciding official. When the grievant has elected not to designate the Union as a representative the Agency will provide to the Union a copy of the dispute and its resolution with personal identifying information deleted.

Alternate Dispute Resolution Options

The parties agree that the following options provide venues suitable for resolution of a wide range of disputes. In all options, the parties will strive for impartial, fair, timely and practical resolution of disputes, and will make every effort to keep costs to a minimum. Neutrals to the extent possible will be selected from trained, available and no-cost resources to CRREL and ERDC.

Use of ADR is voluntary on the part of the employee. The ADR method selected should take into consideration the circumstances of the dispute (factual disagreement, different interpretations of facts, highly emotional issues, performance quality issues, etc.) and the means most likely to provide a resolution that is efficient, credible with and acceptable to both parties. Except for options 1 and 2 below, outside witnesses with relevant information to be heard shall be allowed.

1. Mediation: uses a trained mediator, acceptable to both parties, impartial and neutral, to intervene and assist the parties in voluntarily reaching an acceptable resolution of issues in

the dispute. The mediator has no decision-making authority. Mediation is useful in highly-polarized situations where the parties have either been unable to initiate a productive dialogue or have seemingly reached an insurmountable impasse.

2. Conciliation: uses a third party, acceptable to the parties, who may or may not be totally neutral to the interests of the parties, to build a positive relationship between the parties to a dispute. A conciliator may help by establishing communication, clarifying misperceptions, helping to deal with strong emotions, and building trust necessary for cooperative problem solving.
3. Dispute panel: uses a neutral party or group acceptable to the parties to clarify facts, fill in gaps in information, and resolve differences over facts and data; recommend ways for the parties to resolve their differences.
4. ADR Peer panel: uses a neutral panel of five individuals from CRREL or Hanover site ERDC employees to hear the employee's and management's positions on the dispute, review pertinent regulations and information, and render a written recommendation to the Deciding Official. The panel consists of the employee's designated representative, one designated management representative, and three neutral panel members (the only voting members) selected from a standing roster by confidential random draw. The three neutral members are selected from a random draw of five individuals with both the Union and Agency each allowed to strike one potential member.

The ADR pool shall consist of 9 individuals, jointly chosen by the Director and the President, Local 4, Chapter 1 or their designated representatives. The Union President and the Director (or their designated representatives) as a minimum shall meet during

January of each year to review the number of available ADR pool members; and if needed shall take action to select and train additional individuals to serve as ADR pool members.

The Union and Agency agree that training in dispute resolution is desirable and will work together to provide adequate, innovative training to the ADR pool at little or no cost. Members agree not to be advocates for their parent group or any group but rather to act as neutral arbiters considering only the facts of the dispute as presented to them.

The ADR Peer panel is considered autonomous and shall gather relevant facts including interviewing employees the ADR Peer panel considers relevant to the grievance. To be relevant, the information must have a direct bearing on the matter to be decided by the panel. The determinations of relevance will be made by the panel. The ADR Peer panel shall endeavor to operate on a consensus-based approach and shall render a final written recommendation to the deciding official. A copy of the recommendation shall be provided to the grievant, Union, if designated, and Management. In cases where the Union was not designated, the Union will be provided with a copy of the recommendation with personal identifying information deleted.

5. **Fact-finding:** uses an impartial expert (subject matter expert) selected by the parties to determine the facts in a dispute and report the facts to the Union and the deciding official. When the grievant elects not to designate the Union as a representative, the Agency will provide the Union a copy of the grievance, the fact finding results, and the resolution with personal identifying information deleted.

6. **Early neutral evaluation:** uses a neutral party, acceptable to the parties, to provide a non-binding evaluation of the dispute in writing and report the results to the grievant, Union and deciding official to give all parties a perspective on the strengths/weaknesses in their position. When the grievant elects not to designate the Union as a representative, the Agency will provide the Union with a copy of the grievance, the evaluation results and the resolution with personal identifying information deleted.

Section 14

If the grievant is dissatisfied with the final decision of the Agency the grievant may petition the Union to invoke arbitration. The Union has up to 15 working days following the Agency's final decision to invoke arbitration by advising the Laboratory Director/designee in writing. Arbitration procedures will follow Article 8, Arbitration in this agreement.

Certificate of Service

I hereby certify that the attached grievance was served by the method checked below this
_____ day of , 200_ addressed to: _____

Hand delivered

U.S. Mail

Placed in the CRREL internal mail

Proof of service may be evidenced either by the signature of the official upon whom service is made, or by a completed certificate of service.

Article 8 Arbitration

Section 1

Only the Union or the Agency has the authority to bring issues forward to arbitration. As provided in Article 7, Section 14, the Union or the Agency may refer the grievance to arbitration by mailing or otherwise transmitting written notice to the other party within 15 working days after receipt of the last step decision. Following the issuance of the final step decision, all further official communication and/or correspondence concerning the grievance shall be between appropriate management officials and the union president or his or her designee. If the Agency fails to issue a timely decision at the last step of the grievance procedure, or fails to deliver the decision to the Union, the Union may invoke arbitration within 15 workdays of the date when a decision should have been issued by the employer.

Within 10 work days from the date of the request for arbitration, or such other period as mutually agreed to, the moving party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven impartial persons qualified to act as arbitrators. A copy of this request shall be served on the other party. The party requesting the list of arbitrators shall pay the fee, if any, charged by the FMCS for production of the list. The Parties shall meet within 15 work days, unless mutually agreed otherwise, after receipt of such list. Work related travel would be a normal reason for delay; however, in no case will it be extended beyond 30 work days. The Parties will each strike one arbitrator's name from the list and will repeat this procedure until there is one name remaining. The remaining person shall be the duly selected arbitrator. The party striking first shall be determined by a coin toss. Should the Agency or the Union refuse to meet to participate in the selection of the arbitrator, the requesting party shall select the arbitrator.

Reimbursement for travel and per diem of federal employees will not exceed that authorized by Federal Travel regulations. To the extent available, the arbitrators will be from the New England Region. To the extent possible, arbitration will be held in Federal government controlled property at or near the USACRREL. The Parties agree that arbitration will be held in Hanover, NH area. The Parties may mutually agree to hold the arbitration elsewhere. In such an event the costs for these facilities shall be equally shared by the Agency and the Union. If travel is required, the Employer will pay travel and per diem for any out-of-town grievant, arbitrator-approved witnesses, and union representative, normally not to exceed two days. Arbitrator-approved witnesses that are employees of the Agency shall be afforded duty time to participate in these proceedings.

At least two weeks in advance of the arbitration proceedings the Parties shall confer jointly (by video or teleconference) with the arbitrator during which each party will identify the witnesses they intend to call and obtain a determination by the arbitrator which witnesses will be presented in person. As appropriate the arbitrator may determine that some of these witnesses can participate in the proceedings via video or teleconference. Additional witnesses may be identified only for good cause shown as determined by the arbitrator. The arbitrator shall

determine the approval of rebuttal witnesses during the course of the hearing. When not available in person, testimony will normally be taken from rebuttal witnesses using video or teleconference.

Section 2

The parties may mutually agree to consolidate grievances containing substantially common issues of law and fact. The parties will endeavor to accomplish any mutually agreed upon consolidation five days after a grievance has been referred to arbitration.

Section 3

The arbitrator will be requested by the parties to render his or her award as soon as possible, but no later than 30 days after the conclusion of the hearing unless the parties agree otherwise.

Section 4

The Arbitrator is bound by applicable law. Further, the Arbitrator shall have no authority to alter the terms of this agreement.

Section 5

The decision of the arbitrator will be final and binding on the Parties, subject to the right of appeal set forth in the FSLMRS.

Section 6

Should the agency or the Union refuse to participate in arbitration proceedings, the requesting party may unilaterally present the case to the arbitrator. The Arbitrator's decision will be final and binding on all parties, subject to the right of appeal set forth in the Federal Service Labor-Management Relations Statute.

At least ten (10) work days before the arbitrator is contacted by either party under this section, the requesting party will send written notice of its intention to contact an arbitrator to the party which is refusing to participate in the arbitration.

The parties acknowledge that refusal to participate does not include reasonable requests for postponements made by either party. If a party requests or causes a postponement or delay, it will be responsible for any additional fees or expenses charged by the arbitrator as a result of the postponement or delay.

Section 7

- (a) The Union and the Agency will share the arbitrator's fees and expenses equally, and the cost, if any, of a mutually agreed upon hearing facility if government space is not available.
- (b) A transcript of the proceedings will be made unless the Union and the Agency mutually agree that one is not needed. The cost of the transcript will be shared equally. If one Party does not want to share the cost of a transcript, the other Party can make arrangements to obtain and pay for a transcript and will not be required to provide a copy to the dissenting party.

Section 8

The parties acknowledge that any grievances that arise after December 5, 2003 but before the completion of negotiations on a negotiated grievance, ADR and arbitration procedures may be held in abeyance at the election of the grievant and no timeliness defense will be raised to the filing of these grievances under this contract. The grievant will notify the Agency of their intent to exercise the right to file within 15 work days following the date of the act or event creating the problem or the date the employee became aware of (or reasonably should have become aware of) the act or event. The employee may present a matter of concern regarding a continuing practice or condition at any time.

Article 9 Mid Contract Negotiations

Agency Initiatives During the Term of this Agreement

Section 1

- A. The Union recognizes that the Agency has the right to exercise its management rights as set forth in the Civil Service Reform Act and this agreement and, in accordance with applicable law, rule, regulation, and this agreement, to initiate changes in operational and administrative procedures and programs when the Agency determines it is in the interest of the Agency to do so.
- B. The Agency recognizes that the Union, in accordance with law, has the right to receive timely advance notice of any changes in the conditions of bargaining unit employees' employment. This provision is not intended to impact the employer's right to act in an emergency as provided by 5 U.S.C. § 7106(a)(2)(D).
- C. The Agency and the Union agree that it is in the interest of the Parties to expeditiously resolve bargaining issues.
- D. The duties of the Parties to negotiate in good faith under this article shall include the obligation to:

- 1 Approach negotiations with a sincere resolve to reach agreement;
- 2 Be represented by duly authorized representatives prepared to discuss and negotiate and render binding decisions on the subjects authorized by this article;
- 3 Meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;
- 4 In the case of the Agency, to furnish within 10 days to the Union, upon request and to the extent not prohibited by law data as required by 5 U.S.C. § 7114(b)(4), as interpreted by appropriate authorities, i.e., federal courts and the Federal Labor Relations Authority, including:
 - a Data which is normally maintained by the Agency in the regular course of business.
 - b Reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
 - c Which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors relating to collective bargaining.
- 5 When agreement is reached, the agreement shall be reduced to writing and signed by the parties and the parties shall take steps as are necessary to implement such agreement.

Section 2

The Agency agrees not to unilaterally establish or change any personnel policy, practice or condition of employment that terminates or conflicts with specific terms or conditions of this agreement. This provision is not intended to impact the employer's right to act in an emergency as provided by 5 U.S.C. § 7106 (a)(2)(D).

Section 3

- A. At any such time as Management proposes to change an existing or to establish a new personnel policy or practice or matter affecting working conditions, it will provide the Union notification and the opportunity to negotiate. Prior to formally notifying the Union, and with as much advance notice as possible, the

Management Chief Negotiator will offer an information session with the Union to provide relevant details and background information for the proposed management action. This session will be conducted on a mutually acceptable time. The union will inform management within 15 calendar days of receipt of management's formal notification, by email or in writing, as to whether it desires to submit proposals. The Union will provide Management all proposals within 30 calendar days of the Union's receipt of Management's formal notification of its proposed action. The parties will cooperate and make a good faith effort to meet within 15 calendar days of management's receipt of proposals from the union for the purpose of negotiation of the proposed changes. This time frame may be extended by mutual agreement of the Parties for up to 15 (fifteen) additional calendar days.

B. The notice shall include the following, if known:

1. A description of the desired change;
2. An explanation of how this change shall be implemented;
3. An explanation of why the proposed change is necessary;
4. The proposed implementation date; and
5. The identity of the Agency's representative.

C. The Agency shall provide notice of Agency-initiated changes to the Union President. Copies of the notices shall be provided electronically.

Section 4

The Parties agree that proposed changes shall be negotiated at the USACRREL, or at any other mutually agreed upon location or facility, or by any other mutually agreeable means such as teleconference.

Section 5

Where negotiating meetings are required, the meeting shall be conducted as follows.

- A. Negotiations shall take place at a suitable facility provided by the Agency.
- B. Negotiations shall be conducted during the regular administrative workday of the office where negotiations are taking place.
- C. The bargaining teams shall be limited to four (4) members for each Party. In those circumstances when a team needs to increase the number of bargaining team members due to the complexity of issues and need for continual subject matter expert presence, the other party is entitled to equal numbers. The parties recognize

that from time-to-time the bargaining teams can mutually agree to include briefings or special representatives to facilitate negotiations.

D. Travel will be in accordance with

Article 6. Section 6

Upon declaration of an impasse between the Parties in connection with negotiations conducted under this article, either Party can appeal to the Federal Service Impasses Panel. The Agency shall postpone the implementation of any change until the impasse is resolved, except where the implementation is otherwise permitted by law.

Article 10 Dues Withholding and Check off

Section 1

This article is for the purpose of permitting eligible employees who are members of the Union to pay dues through the authorization of voluntary allotments from their compensation. This article covers all eligible employees:

- A. who are members in good standing in the Union;
- B. who have voluntarily completed Standard Form 1187 (SF-1187), Request and Authorization for a Voluntary Allotment of Compensation for Payment of Union Dues; and
- C. who receive compensation sufficient to cover the total amount of the

allotment. Section 2

The Union agrees to:

- A. Inform and educate employees of the voluntary nature of the system for the allotment of labor organization dues, including conditions under which the allotment may be revoked.
- B. Purchase and distribute to employees SF-1187s.
- C. Complete Section A of SF-1187 and keep the employer informed of any changes in this information:
 - 1. Forward properly executed and certified SF-1187 to Hanover, NH site CPAC in a timely basis (signed and dated by an authorized Union official).

2. Inform Hanover, NH site CPAC of the name of any employee who has been expelled or ceases to be a member in good standing in the Union within fifteen (15) days of the date of the final determination.
3. Inform the Hanover, NH site CPAC of any change in the schedule of membership dues.

Section 3

The Agency agrees:

- A. To deduct and process voluntary allotments of dues in accordance with this agreement.
- B. To withhold authorized dues on a biweekly basis by the employer at no cost to the Union or the employee.
- C. Upon receipt of a properly certified SF-1187, to date stamp the form and prepare for transmittal no later than the pay period after receipt.
- D. To notify the Union when an employee is not eligible to enroll in the automatic dues withholding program because he/she is not included under the recognition clause in the appropriate exclusively recognized bargaining unit upon which the agreement is based.
- E. To withhold new amounts of dues upon certification from the Union President so long as the amount has not been changed during the past twelve (12) months.
- F. Management agrees to provide to the union each quarter electronically a list of professional bargaining unit members annotated with changes to the professional unit.
- G. The employer agrees to provide a copy of the SF-1188 "Cancellation of Payroll Deductions for Labor Organization Dues" to the President of the Union when processed (when data is entered into payroll system) by the employee.

Section 4

The effective dates for actions under this agreement are as follows:

- A. Normally, dues shall be withheld beginning the first full pay period (but no later than second pay period) after the date of acceptance of Form SF-1187 by the employer.
- B. Any change in the amount of dues to be withheld shall begin with the first full pay period designated by the Union President in a notice provided to the Agency. This notice shall be provided no less than thirty (30) days prior to the designated pay

period.

- C. Termination due to loss of membership in good standing shall begin the first pay period following loss of recognition in good standing.
- D. Termination due to separation or movement outside of bargaining unit shall occur as follows:
 - 1. If action is effective on first day of pay period, termination allotment will be at the end of the preceding pay period or after receipt of notification by the employer.
 - 2. If action is effective on other than first day of pay period, termination of allotment will automatically be at the end of such pay period.
- E. Employer agrees to notify the employee and the union when the employee's eligibility for dues withholding is terminated.

Section 5- Revocation by the Employee

An employee must be given the opportunity to revoke his or her authorization for dues withholding at least once every (12) twelve months. Provided they have been a member for a year, requests for revocation can be submitted anytime between 1 February to 1 March and will be processed immediately. When their request for revocation can be submitted within their anniversary month, it will be processed upon receipt. To effect a revocation, an employee must submit a properly completed SF-1188 to the on-site payroll customer service representative.

To effect a revocation, an employee must submit a properly completed SF-1188 to the on-site payroll Customer Service Representative (CSR). When an employee loses eligibility to have dues withheld, the allotment will normally stop. However, employees are encouraged to verify union dues deductions are correct.

In accordance with the law, dues sign up and revocation cannot be performed while an employee is in a duty status.

Article 11 Labor-Management Cooperation

Section 1-Introduction

The parties recognize that labor-management cooperation is an important element in the development of successful and effective labor-management relations.

Section 2 - Labor/Management Meetings

The Parties endorse the use of regular Labor/Management meetings to promote the exchange of

information and the discussion of appropriate matters of concern. Through these regular meetings the parties will endeavor to:

- A. Foster a cooperative and constructive relationship between the Agency and the Union
- B. Encourage, endorse, and sponsor labor-management cooperation.
- C. Encourage, endorse and sponsor communication and exchange of information.
- D. Ensure that each party retains all legal, contractual and statutory rights.

Section 3 - Structure of the Labor/Management Meetings

1. Two formal forums will be utilized for labor management meetings:

- A. A quarterly meeting of the Deputy Director of the Laboratory and the nonsupervisory professional employees of the Laboratory, and
- B. A Labor/Management Partnership Council. This council will consist of at least 2 members from the Agency and at least 2 Union members. The Union President will appoint the Union representatives. The Agency will appoint the Agency representatives, who shall not be bargaining unit members. The council meetings will take place monthly at CRREL in Hanover, NH. The Agency will provide a reasonable amount of official time for Union participants to prepare for, and participate in the meetings and activities of the council.

Article 12. ULP Notification

It is understood that both parties to this Contract have statutory rights to file what they may believe is an Unfair Labor Practice (ULP) charge against the other party with the Federal Labor Relations Authority (FLRA). Should either party believe the other has committed a ULP, as defined in the statute, the charging party shall notify the other party, verbally or electronically or in writing of the proposed charge prior to sending the charge to the FLRA. Notification should be directed to the Chief Management Negotiator if the charge is against the Agency. Notification should be directed to the Union President and to the Vice president of the Professional employee Bargaining Unit if the charge is against the Union. The parties shall meet on request to discuss the matter and explore resolution. If the matter is not resolved within 5 workdays or as mutually agreed, to the satisfaction of both parties, the alleging party may proceed to file the ULP. The time frame under this Article shall not interfere with statutory filing time frames.

ARTICLE 13 Duration

Section 1

This Agreement will be implemented and become effective when it has been approved and signed by the parties including review pursuant to U.S.C. § 7114 (c) (Head of Agency Review) the CSRA of 1978 and ratification by the union pursuant to IFPTE constitution.

Section 2

This Agreement shall remain in full force and effect until a master collective bargaining Agreement is implemented.

Section 3

In the event that any provisions of this Agreement are found or declared to be invalid by a court of competent jurisdiction, or through any government regulation or decree, such decisions shall not invalidate the entire Agreement. It is the intent of the Parties that all provisions not found or declared to be invalid shall be in full force and effect for the duration of this Agreement. Local agreements and past practices not in conflict with this Agreement shall continue unless modified in accordance with law or with the terms of this Agreement.

Section 4

- A. Mandatory amendments may be required after the effective date of this Agreement because of new laws or changes to existing laws. In the administration of all matters covered by this agreement, the parties are governed by the following: existing and future laws, existing government wide rules and regulations, future government wide rules and regulations which are required by statute and the provisions of which leave no discretion for implementation, agency rules and regulations in effect on the effective date of this Agreement (to the extent Agency rules and regulations do not conflict with the terms of the Agreement). The Parties shall meet within 25 workdays after receipt of a written request from either Party for the purpose of negotiating those amendments to the Agreement required to bring the Agreement into conformity with new laws or the changes in existing laws or government wide regulations required by statute and provisions of which leave no discretion for implementation.
- B. Where the terms of this Agreement conflict with government wide rules and regulations issued after the effective date of this Agreement, except for government wide rules and regulations required by statute and the provision of which leave no discretion for implementation, the terms of this Agreement shall be controlling.
- C. The Parties shall agree on mutually satisfactory arrangements for the conduct of these required negotiations. Amendments resulting from these negotiations shall be effective upon signing by the Parties, contingent upon Agency Head review.
- D. Should any provision of this Agreement be rendered invalid by Agency head review

conducted pursuant to 5 U.S.C. § 7114 (c), or by any other entity empowered by law to do so, either Party at its option may request reopening negotiations on the disapproved provision(s).