

Negotiated Agreement between the U.S. Army Engineer District New England and the
National Federation of Federal Employees Local 1164

Approved 13 December 2010

Article 1

General Provisions

1.1 Management recognizes the Union, (Local NFFE-IAMAW, AFL-CIO, LOCAL 1164), as the exclusive representative of the bargaining unit. The Union recognizes the responsibility of representing, without discrimination, and without regard to Union Membership, the interests of all bargaining unit employees with respect to grievances, personnel policies, practices and procedures, and other matters affecting general working conditions in the New England District, exclusive of the Cape Cod Canal Operations.

1.2 The bargaining unit, to which this Agreement is applicable, consists of employees who are permanent full-time, part time, and seasonal employees of the New England District, excluding employees assigned to the Cape Cod Canal, employees engaged in Federal Personnel work in other than a purely clerical capacity, Management Officials, confidential employees and supervisors as defined in Title 5 U.S.C. 71.

1.3 The District Engineer or the President of the Union can request a meeting to discuss matters of mutual interest or concern. The meeting will be arranged through the parties at a mutually agreeable time and place. If either party is unable to meet on the scheduled day, he/she shall notify the other to arrange a mutually agreeable alternative.

Article 2

Legal and Regulatory Restrictions

In the administration of all matters covered by the Agreement, officials and employees are governed by applicable laws and Executive Orders; Government-wide rules and regulations in effect at the date of this Agreement; and DoD, DA rules and regulations supported by a compelling need.

Article 3

Rights of the Individuals

3.1 All Bargaining Unit Members have the right to be treated with respect by Management and the Union. The right of employees to Union representation will be honored by both parties. Further, the parties agree that each employee has the right to work in an environment free of discrimination based on race, creed, color, religion, sex, national origin, age, marital status, physical handicap, or lawful political affiliation.

3.2 Bargaining Unit Members have the right to grieve a Supervisor's directive; however they must first comply with the legal directive and grieve afterward.

3.3 Employees of the Federal Government shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any labor organization, or to refrain from any such activity in accordance with Title 5 U. S. C. 71. In the exercise of this right, employees and their representatives shall be free from any and all interference, restraint, coercion, and discrimination.

3.4 Employees excluded from taking part in the management of an employee group by reason of conflict of interest, however, may not be excluded from membership in the Union.

3.5 Nothing in the Agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to the voluntary, written authorization by a member for the payment of dues through payroll deductions or by direct payment.

3.6 All Privacy Act information held by Management or the Union will be protected from unauthorized disclosure by the parties.

3.7 Each Bargaining Unit Member may be represented by the Union at any investigatory examination by Management, if the employee reasonably believes that the examination may result in disciplinary action against him/her and the employee requests representation. In addition, employees have the right to be represented by the Union in the presentation of any grievance as defined in Article 9, Grievance Procedures.

3.8 Bargaining unit employees have a right to privacy for items of a personal nature. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the employer on such activities except as required by law or government-wide regulation, provided that neither the appearance of nor an actual conflict of interest exists. No disciplinary or adverse action will be taken against an employee on the basis of outside conduct which does not adversely affect the performance of the employee, the performance of others, the trust and confidence in the employee's job performance, or the agency's mission.

3.9 Bargaining Unit Members may use reasonable amounts of official time when involved in complaints, grievances, and appeal proceedings. When it is necessary to leave the work site for such purposes, the individual's supervisor will be informed, and an estimate of the amount of time required will be provided. If work requirements preclude an immediate release, the parties will work together to establish a mutually agreeable time period for work on these matters.

3.10 Bargaining Unit Members have the right to bring matters of personal concern directly to the attention of appropriate management officials, or may choose to go directly to the Union. Employees can represent themselves during grievances under the negotiated procedures stated in Article 9, Grievance Procedures.

Article 4

Management Rights and Obligations

4.1 Management retains the right to:

a. Determine the mission, budget, organization, number of employees, and internal security practices of the Agency in accordance with applicable laws.

b. Hire, assign, direct, lay-off, and retain employees, or suspend, remove, reduce in grade or pay, or take other disciplinary action against employees.

c. Assign work, to make determinations with respect to contracting out (Article 20), and to determine the personnel by which Management's operations shall be conducted.

d. With respect to filling positions, make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source.

e. Take whatever action may be necessary to carry out the Organization's mission during emergencies.

4.2 Management recognizes its obligation to negotiate with NFFE-IAMA W, AFL-CIO, Local 1164 on all issues as required by this agreement, applicable laws, and Executive Orders.

4.3 Management does not relinquish any rights provided under law, presidential directive, or Executive Order.

Article 5 Union Rights and Obligations

5.1 Management recognizes that NFFE-IAMAW, AFL-CIO, Local 1164 has the exclusive right to represent all Bargaining Unit Members who are described in Article 1 of this contract, for all matters affecting working conditions, labor relations, conditions of employment, and all other matters within the limits provided by this Agreement and law. NFFE-IAMAW, AFL-CIO, Local 1164 has no right or obligation to represent employees who are not described in Article 1 of this contract, nor do employees, who are not described in Article 1 of his contract, have any rights under this contract.

5.2 Management shall recognize NFFE-IAMAW, AFL-CIO, Local 1164 Officers, Stewards, or Representatives when they fulfill such roles and functions. Both parties agree to treat one another in a professional manner, and foster an environment conducive to partnership. There shall be no restraint, coercion, reprisal, retaliation or discrimination against any NFFE-IAMAW, AFL-CIO, Local 1164 official for performing representational duties, nor shall there be any restraint, coercion or discrimination against any employee for filing a complaint or acting as a witness on behalf of the Union. The Union shall keep the agency informed of the names and work addresses of the Local, and will advise Management in writing of allelected officers or appointed or elected representatives and stewards.

5.3 NFFE-IAMAW, AFL-CIO, Local 1164 does not relinquish any rights provided under law, presidential directive, or Executive Order.

5.4 The Union recognizes that it is within the best interests of all parties to maintain an efficient, productive work force at all levels. The Union recognizes the right of supervisors to properly assign duties and supervise work performance.

5.5 The Union recognizes the Management-Union Liaison as the principal point of contact between the Union and Management. The Union will submit proposals, recommendations, and views on appropriate matters to the Management-Union Liaison for the District Engineer's consideration. The District Engineer or the President of the Union can request a meeting to discuss matters of mutual interest or concern.

5.6 NFFE-IAMAW, AFL-CIO, LOCAL 1164 must be given the opportunity to be represented at any formal discussion between one or more representatives of Management and one or more employees in the Bargaining Unit or their representatives concerning any grievance, any personnel policy or practice, or other general condition of employment. Further, NFFE-IAMAW, AFL-CIO, Local 1164 must be given the opportunity to be represented at any examination of a bargaining unit employee by a representative of the agency, in connection with an examination if the employee reasonably believes the examination may result in disciplinary action against him/her and if the employee requests representation. If at any time the employee chooses to stop a formal discussion or an examination/investigation to request Union representation, Management will stop the meeting to allow Union representation.

5.7 Employees who meet the definition of covered employees, in accordance with Article 1 of this contract, must use the negotiated grievance procedure (Article 9) when filing a grievance. Grievant may choose to represent themselves or be represented by the Union. Should Grievant choose to represent themselves, the Union has a retained right, in accordance with 5 U. S. C. Section 7121, to be present at all steps of the grievance procedure and shall be present at any settlement discussion. Employees who are covered by the Bargaining Unit, as described in Article 1 of this contract, may elect to file statutory appeals, in accordance with the laws associated with each procedure directly through the following appellate procedures: Merit Systems Protection Board (MSPB), Equal Employment Opportunity Commission (EEOC), Federal Labor Relations Authority (FLRA) and the Office of Workers Compensation Programs (OWCP), etc. When filing such appeals, employees may elect to obtain their own representation other than the Union. In filing a statutory appeal, the Union is not obligated to represent such complaints or appeals through statutory routes.

5.8 Official time is time granted by Management to a bargaining unit official whose name has been provided in accordance with this article. This is an elected, designated, or appointed officer or representative of the NFFE-IAMAW, AFL-CIO, Local 1164 who will perform representational functions, when the employee would otherwise be in a duty status. Management recognizes the Union's obligations to fulfill representational duties. As a result, representatives shall be granted official time, which is determined to be reasonable, necessary, and in the public interest. All duty time for representational purposes shall be scheduled with the knowledge and approval of the representative's supervisor. If a representative's use of regular working hours for representational duties is interfering unduly with proper performance of his/her duties, efforts to find a satisfactory solution will be made

through discussion with the employee's supervisor and the Union officer(s). Approval for official time will normally be given, unless mission accomplishment is jeopardized, or when such duties adversely affect mission needs, peak workloads, or create undue hardship to other employees of the work unit. In such cases, appropriate schedules will be coordinated to the mutual satisfaction of both parties. When official time is granted for the Union president and vice presidents, the supervisors of these officials should make appropriate workload adjustments to accommodate official requests. All employee representatives/officers will keep a daily record of duty time applied to representational duties. The total time used for each pay period will be reported to the timekeeper. The Union agrees to notify Management of official time usage. Such time will be granted without charge to leave or loss of pay, and is considered hours of work.

5.9 Management and the Union share the mutual responsibility to ensure that use of official time is reasonable.

5.10 The Union supports Management's effort to provide high quality service to the taxpayers and other customers.

5.11 NFFE-IAMAW, AFL-CIO, Local 1164 has the right to be a member of the New England District Advisory Panel. The Advisory Panel exists to provide guidance and advice to various Boards and Committees affecting employees of the Bargaining Unit. Management has the obligation to notify NFFE-IAMAW, AFL-CIO, Local 1164 of the dates, times and location of the meetings.

5.12 Union Training. Because of the benefit to Management and the Union to have properly trained employees who are elected officials or stewards of the Union, they may be excused without charge to leave in conjunction with attendance at training sessions sponsored by the government or the Union, provided the subject matter of such training is of mutual concern to Management and the employees in their capacity as Union Representatives, and Management's interest will be served by the employee's attendance. Excused absence for this purpose will cover only such portions of training sessions as meet the foregoing criteria. NFFE-IAMAW, AFL-CIO, Local 1164 officers and stewards will be allowed 32 hours of Excused Absence leave to attend NFFE sponsored training sessions or other training courses which are available at no cost to the Government, whether for tuition or for per diem. In addition, one delegate who is an officer or steward of the local Union will be allowed up to eight (8) hours of excused absence to attend training at the convention every three (3) years. Subject to the same criteria and limitations, an employee who is a representative of the Union, with responsibilities under the Federal Wage System (FWS), may also be excused for the purpose of attending a training session sponsored by the Union concerning FWS policies and operations. The Union will submit requests for such use of official time to Management prior to enrolling for the training. Such requests should identify the names of the individuals who will be in attendance, subject matter of the session, and the duration of the excused absence.

Article 6
Collective Bargaining Agreement (CBA)
Effective Date, Duration, Amendments, and Negotiation Guidelines

6.1 This Agreement shall be binding between Management and the Union, and will remain in effect for three years from the date of approval by Department of Defense. It shall renew at that time for another three year period unless either party notifies the other, in writing, between 105 and 60 days prior to the expiration date, of its intent to renegotiate. If negotiations are not concluded before the contract expires, the current negotiated Agreement will be extended until completion of negotiations and approval of the new Agreement.

6.2 Amendments to the CBA may be requested by either party. Specific proposals will be furnished in writing to the other party, and both parties shall meet to consider the proposals within thirty (30) days of receipt or on a date mutually agreed upon. Amendments will be subject to the same approvals as the CBA.

6.3 Termination of the CBA will not, in and of itself, terminate the recognition granted the Union. It is understood by the parties that the CBA shall terminate at any time the Union is no longer entitled to exclusive recognition under Title 5 U.S.C. 7111 & 7112.

6.4. The parties agree to conduct all negotiations in good faith and to apply interest based techniques with the objective of achieving the best solutions.

6.5. Executive Orders and changes of law which come into effect during the life of the CBA shall overrule the CBA; they may be negotiated for impact and implementation (I&I).

6.6. Negotiations will be accomplished during normal duty hours on official time. Reasonable time for preparation for negotiations will be mutually agreed to on a case by case basis, based on the number and complexity of the issues to be negotiated.

6.7. If the parties cannot reach agreement during negotiations and an impasse is reached, the parties will mutually seek assistance from the Federal Mediation and Conciliation Service (FMCS). If agreement to seek mediation cannot be reached despite good faith efforts, either party may seek assistance of the FMCS. If the assistance of the FMCS does not solve the impasse, either party may seek assistance of the Federal Services Impasse Panel (FSIP).

Article 7
District or Local Regulations and Policies

7.1 Management agrees that drafts of all District Regulations and Policies relating to personnel policies, practices or working conditions which substantially impact upon employees of the Bargaining Unit will be sent to NFFE-IAMAW, AFL-CIO, Local 1164 for comments prior to issuance.

7.2 NFFE-IAMA W, AFL-CIO, Local 1164 will be placed on Management distribution list to receive all District Regulations and Policies relating to personnel policies, practices or working conditions.

7.3 NFFE-IAMAW, AFL-CIO, Local 1164 will advise the Management-Union Liaison within fifteen (15) workdays of acknowledging receipt if they wish to discuss or submit changes to the proposed regulation or policy and/or negotiate it.

7.4 Publications referenced in the draft regulation or policy will be made available to NFFE-IAMAW, AFL-CIO, Local 1164.

7.5 Management agrees that if a District Regulation or Policy which is issued under the authority delegated to the District Engineer is in conflict with this agreement, the provisions of this agreement will govern.

7.6 Upon agreement on the new regulation or policy, Appendix A listing all affected regulations and policies will be updated to reflect the name and date of the new regulation or policy by the Management-Union Liaison.

Article 8

Allegations of Unfair Labor Practices

Management and the Union agree that before filing an Unfair Labor Practice (ULP) Charge with the Federal Labor Relations Authority (FLRA), they will notify the other party in writing of the intent to file. Within two (2) workdays of such notification, the Management-Union Liaison and local officials of NFFE-IAMAW, AFL-CIO, Local 1164 will meet to discuss the matter and seek resolution. If the matter is not resolved, the alleging party may proceed to file the charge with the FLRA. Cases involving apparent violations of 5 U.S.C. 7116 (b) (7) are exempt from this notice period.

Article 9

Grievance Procedures

9.1 Management and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employees, and are consistent with the principles of good management. To accomplish this, every effort will be made by both the Union and Management to settle grievances expeditiously and at the lowest level of supervision. It is recognized that it is in the interest of Management and employees to resolve complaints in discussions prior to the initiation of a grievance proceeding. The employee shall first attempt to resolve complaints with his/her supervisory chain of command. This is consistent with the conviction of both parties that it is most efficient and least disruptive of the mission to resolve problems as close to their source as possible. The cooperative Labor/Management relationship is based on mutual trust. To that end, the parties will treat each other with respect and honesty.

9.2 Matters excluded from this grievance procedure are:

- a. Any claimed violation relating to prohibited political activity.
- b. Retirement, life insurance, or health insurance.
- c. Any examination, certification, or appointment.
- d. A suspension or removal as described in Section 7532 of Title 5 U.S.C.
- e. The classification of any position which does not result in the reduction in grade or pay of an employee
- f. Furloughs for more than thirty (30) days, separations or reductions in grade implemented under Reduction in Force under 5 U.S.C. Section 3502.
- g. Non-selection for a competitive promotion from a group of properly rated and ranked candidates, unless reasonable cause of disparity or inequity is demonstrated by the Grievant.
- h. A proposed action which, if implemented, would be covered under this procedure or statutory appeals procedure.
- i. Termination of a temporary promotion.
- j. The substance of the critical elements and performance standards of an employee's position which have been established in accordance with applicable law.
- k. The failure to grant a monetary or honorary award unless reasonable cause of disparity or inequity is demonstrated by the Grievant.
- l. The termination of probationary employees.
- m. The adoption of or failure to adopt an employee suggestion or invention.

9.3 General

- a. The employee must make arrangements in advance with his/her supervisor for the use of official time in connection with processing a grievance. Reasonable time for each step of the process will be permitted an employee for processing the grievance. The time to be allowed will be determined on the basis of the facts and circumstances in each individual case.
- b. The employee, Union Representative, and Management will make appropriate records available during steps of the grievance procedure.
- c. Evidence which is relevant to the resolution of a grievance may be introduced at any stage of the proceedings.
- d. New issues may not be raised by either party unless they have been raised at Step 1 of the negotiated grievance procedure; however, the parties may mutually agree to join new issues to a grievance at any step of the process.
- e. Management and the Union recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance procedure in good faith by the employee will not cause any reflection on his/her standing with his/her supervisor, or his/her loyalty, or desirability to the organization.
- f. The Grievant(s), Union Representative, and other employees who have relevant information concerning the grievance will, in seeking a resolution of the grievance, be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal.

g. Grievant will have the right to be accompanied, represented and advised by a Union Representative at all stages of the proceedings.

h. Time limits for the grievance procedure may be extended by mutual agreement.

i. Failure on the part of the Grievant, or the Union, to prosecute the grievance at any step of the procedure will have the effect of nullifying the grievance. Failure on the part of the Management to meet any of the requirements of this procedure will permit the Grievant or the Union to move to the next step.

j. If at any step in the grievance procedure, the Grievant chooses to terminate the grievance, he/she will do so by written statement. If the employee was representing him/herself, the termination notice will be sent to Management with a copy to the Union. If the Union was representing the Grievant, the notice of termination of the grievance will be sent to the Union, with a copy to Management. The Grievant's termination of the Grievance will be binding on him/her, Management, and the Union.

k. Any matter subject to Statutory Appeals Procedures is accepted as provided in 5 U. S. C. 7121 (d) and (e). Employees may use either the Negotiated Grievance Procedures or the Statutory Appeal Procedure, but not both for matters covered under 5 U. S. C. below:

1. Section 4303, Removal and Demotion for Unsatisfactory Performance.

2. Section 7512, Removals, Suspensions for more than fourteen (14) days, Reduction-in-Grade, and Furloughs for thirty (30) days or less.

3. Section 2302(b), Prohibited Personnel Practices.

9.4 Grievance Procedure:

Step 1 File Grievance Form –If the matter cannot be resolved through the employee's supervisory chain of command, he/she must file a "Grievance Form", with a Union Official of NFFE-IAMAW, AFL-CIO, Local 1164. If the employee is representing him/herself, the grievance form is still filed with the Union. If the employee has requested Union representation, the Grievance Form must be submitted through the Union for signature. The grievance statement will indicate the nature of the problem, the law, rule, regulation, or CBA article believed to be violated and desired remedy.

Step 2 Union Grievance Review Board -The NFFE-IAMAW, AFL-CIO, Local 1164 Chief Steward / Sentinel shall receive the completed Grievance Form signed by the Grievant and notify the Grievance Review Board that a grievance has been filed citing a violation of the CBA. The Grievance Review Board of the Local Lodge shall meet, review, and act upon the grievance within fifteen (15) work days. If the Grievance Review Board does not accept the grievance, the Grievant shall be notified of the decision. If the Grievance Review Board accepts the grievance, it shall be forwarded to Management along with a Special Steward assignment in writing, via the Management-Union Liaison, within five (5) work days.

Step 3 Management Review of Grievance -Management shall review the grievance accepted by the Union and establish a mutually agreeable time for a meeting with all concerned parties within fifteen (15) work days of receipt of the grievance.

Step 4 Grievance Meeting -All concerned parties shall meet to attempt to resolve the grievance. If no resolution is achieved, the Grievant may request an Alternate Dispute Resolution (ADR) fact-finding panel.

Step 4a Fact-finding Panel -If elected by the Grievant and agreed to by Management and the Union, a fact-finding panel will be established by Management within five (5) work days from the receipt of the request.

a. The panel will consist of one representative designated by Management, one representative designated by the Union, and one mutually agreeable Bargaining Unit Member. The panel members will not have been involved in the issue giving rise to the grievance or with the grievance itself.

b. The panel will be provided relevant information and may conduct such investigations or meetings it deems necessary to ascertain the facts of the grievance and to prepare a recommendation to the District Engineer.

c. The recommendation will include the Finding of Facts and a recommended disposition of the grievance. The panel will attempt to secure consensus of all the members; a consensus of two (2) members is required. There may be one (1) minority recommendation.

d. The recommendation will be presented to the District Engineer and the Union within ten (10) work days.

Step 5 District Engineer Decision -The District Engineer will issue a decision within ten (10) workdays from the completion of Step 4 or Step 4a.

Step 6 Mediation – If the parties agree that mediation would be beneficial, a mutual request will be made within five (5) work days to the FMCS for the assistance of a Mediator. The use of mediation is strongly encouraged by the parties prior to arbitration. The mediation session(s) will be held at the earliest mutually agreeable time. The parties will make an earnest effort to resolve grievances in the dispute resolution step.

- a. There will be no formal record of mediation meetings made by either party; mediation attempts will not be part of subsequent arbitration.
- b. Mediation will begin with a mediation conference which will be attended by all parties.
- c. Mediation meetings will be held at the Headquarters, New England District or mutually agreed location.
- d. Any charges imposed for services by FMCS will be equally shared by the parties.
- e. The mediator may not be a party to any subsequent proceeding should mediation fail.
- f. Any materials presented to the Mediator shall be returned to the party presenting the materials at the termination of mediation.

Step 7 Post-Mediation – If the grievance is not satisfactorily settled by the mediation, the Union has twenty (20) work days to submit the matter to arbitration under Article 11.

Article 10

Labor or Management Initiated Grievances

10.1 Within fifteen (15) work days of the event giving rise to the grievance, either party shall notify the other in writing. A grievance resulting from a continuing condition may be submitted at any time. Such grievance shall be signed by NFFE-IAMAW, AFL-CIO, Local 1164 President (or his/her designated representative) or the District Engineer (or his/her designated representative).

10.2. A meeting of the parties will occur within ten (10) work days of submission. The party served with the grievance will issue a written decision within ten (10) work days of the mutually agreed in writing last meeting on the matter. If the decision is not acceptable, notification will be given to the other party within five (5) work days, and request a meeting to discuss mediation.

10.3 The Union and Management will meet to discuss mediation within five (5) work days of this notification. Use of mediation is strongly encouraged. If the parties agree that mediation would be beneficial, a mutual request will be made to the FMCS for the assistance of a Mediator.

Mediation.

a. There will be no formal record of mediation meetings made by either party and mediation attempts will not be part of subsequent arbitration.

b. Mediation will begin with a mediation conference which will be attended by all parties.

c. Mediation meetings will be held at the Headquarters, New England District.

d. Any charges imposed for services by FMCS will be equally shared by the parties.

e. The Mediator may not be a party to any subsequent proceeding should mediation fail.

f. Any materials presented to the Mediator shall be returned to the party presenting the materials at the termination of mediation.

10.4 The case will be closed if the mediation results in satisfactory resolution of the grievance. If the issue is not resolved, then either party may submit the matter to arbitration within twenty (20) work days from the end of mediation, or from the date of decision not to seek mediation. Nothing herein will preclude either party from attempting to settle grievances informally at the appropriate level.

10.5 Arbitration will be invoked as described in Article 11, Arbitration.

Article 11

Arbitration

11.1 If Management and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance may be submitted to arbitration, upon written request by either party within twenty (20) work days. A request for arbitration shall be valid only if signed by the Union President or Acting President, the District Engineer, or his designated representative.

11.2 Approval of the employee(s) affected by, or involved in the grievance is not required before arbitration is invoked.

11.3 Within ten (10) work days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of nine impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) work days after receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then the Union and Management will strike one arbitrator's name from the list of nine and will then repeat this procedure. The Union will strike the first name; the remaining person shall be the duly selected Arbitrator.

11.4 If for any reason either party refuses to participate in the selection of an arbitrator, the Federal Mediation and Conciliation Service shall be empowered to make a direct designation of an arbitrator to hear the case.

11.5 The parties will attempt resolution over disputes as to whether a matter is arbitrable to include seeking assistance from North Atlantic Division Headquarters, USACE Headquarters, and the NFFE Federal District 1 and the IAMAW. Disputes which the parties are unable to resolve will be referred to arbitration for a decision on arbitrability. The Arbitrator will decide on arbitrability prior to a hearing on the merits of the issue, unless, in the opinion of the Arbitrator, merit and arbitrability issues are so interrelated as to preclude separate hearings.

11.6 The Arbitrator's fee and the expenses of the arbitration, including travel and per diem, if any, shall be borne equally by the Union and Management. Travel and per diem will be paid at not more than the maximum rate payable to DoD employees under Volume 2 of the Joint Travel Regulations. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work week. All participants in the hearing shall be in a duty status.

11.7 Unless the parties mutually agree to a different schedule, the Arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) days after conclusion of the hearing.

11.8 If no exception to an Arbitrator's award is filed during the thirty (30) day period beginning on the date of the award, the award shall be final and binding. Management shall take the actions required by an Arbitrator's final award.

Article 12

Safety

12.1 Management has the responsibility of providing safe and healthful working conditions that meet the requirements of appropriate laws and regulations, including the Occupational Safety and Health Act (OSHA), as described in NAE's Safety and Occupational Health Program, and the Ranger Safety Program. The Union agrees to assist Management in this endeavor. Management agrees to institute actions to correct any unsafe or unhealthy condition that has been reported and/or exists. If the problem cannot be eliminated, measures shall be taken to reduce the risk of injury. If the risk remains significant, then employees will be assigned to work in a safe and healthy area, until the condition is corrected.

12.2 Safety shoes (boots), safety eye wear (to include prescription safety glasses) or other Personal Protective Equipment (PPE) will be provided, as required, to authorized dollar amounts.

12.3 The Union may make recommendations to Management on the purchase of additional safety clothing/gear based on the working conditions/environment. If Management agrees, the items may be purchased and will remain the property of the District.

Article 13

Union Communication and Facilities

13.1 NFFE -IAMAW, AFL-CIO, Local 1164 shall be allowed use of the current Union Office (located in Level One, Building One, Concord Park). If in the future, other facility space becomes available; both parties agree to use best efforts to provide a safe, well-lighted, properly ventilated area for Union use.

13.2 The Union will be provided with reasonable office furnishings considered to be excess office furnishings, as approved by Management.

13.3 Management shall provide adequate phone and digital cable access such that Bargaining Unit Members may be reached whether on local, worldwide temporary, or TDY assignments. It is understood that such service will be used for representational purposes. The Union will be subject to the same scrutiny in the use of telephones as all other employees having phone privileges at NAE.

13.4 NFFE-IAMA W, AFL-CIO, Local 1164 will be responsible for the content of any material posted or transmitted by them, and must comply with any local regulations concerning bulletin boards.

13.5 NFFE-IAMAW, AFL-CIO, Local 1164 may request to speak on related topics at Town Meetings to make announcements, provide information, or to present an award, if topics are mutually beneficial and agreed to by both parties.

13.6 Internal Union business, such as attending Union membership meetings, will be conducted during the non-duty hours of the employee(s) involved.

13.7 Requests for the use of space will be made in advance to the appropriate Management officials and will indicate the date, time, general purpose of the meeting, and facilities desired.

13.8 Union agrees to notify Management-Union Liaison of any visit (to any NAE location) by an elected public official or any representative of an elected public official or National Level Union officials.

13.9 NFFE-IAMAW, AFL-CIO, Local 1164 may request inclusion in the Yankee Engineer to provide information on Federal and legislative issues of interest to employees.

13.10 NFFE-IAMAW, AFL-CIO, Local 1164 will be provided a mail box in the mail room to receive mail and bulk items.

13.11 NFFE-IAMAW, AFL-CIO, Local 1164 may request use of the TV, VCR, DVD, or other NAE training devices and facilities for internal training purposes. Such requests will be reviewed for pertinence and cost effectiveness, and subject to normal property accountability requirements.

13.12 Use of Facilities. The Union shall have access to the unofficial section of the weekly bulletin, the public address system, and the electronic bulletin board for routine announcements such as: notification of meetings; occasional listing of Officers and representatives; and other information not editorial in nature. Access to these facilities shall be in the same manner as other contributors and under the same restrictions, requirements, and timeframes as established by the District.

13.13 Union Officers and Stewards may use "Outlook" for representational and administrative purposes within NAE. Such access will not be used for distribution to all Bargaining Unit Members or mass distribution, the filing of grievances, or official correspondence relating to grievances or proposed disciplinary actions.

Article 14

Discipline and Adverse Actions

14.1 Disciplinary actions include written reprimands and suspensions of fourteen (14) days or less. Adverse actions include suspensions of more than fourteen (14) days, reductions in grade or pay, furlough of thirty (30) days or less and removals.

14.2 Management and the Union recognize that the most effective means of maintaining discipline within a work environment is through the promotion of cooperation, sustained good working relationships, self-discipline, responsible conduct expected of mature individuals, and reasonable rules and standards of conduct clearly communicated and consistently applied. When disciplinary or adverse actions are required, they should be constructive in nature, and have objectives that are designed to correct and rehabilitate employees. Progressive disciplinary actions will be considered and used as appropriate. Where employee's safety is of genuine concern, or when an employee has been charged with a crime for which imprisonment may be imposed, progressive discipline will not apply.

14.3 The Union shall be given the opportunity to be represented at any examination of a Bargaining Unit Member in connection with an investigation of an action or condition possibly resulting in disciplinary action, if the employee reasonably believes that the examination may result in disciplinary action and the employee requests representation at any time. If the employee requests representation, the examination will be adjourned until such time as a Union Representative is available.

14.4 Management shall annually inform Bargaining Unit Members of their right to representation under Weingarten.

14.5 In the event an employee is issued a Notice of Proposed Action, he/she will be made aware of the appropriate CPAC specialist to be contacted for rights and will also be informed of a right to representation by the Union.

14.6 In all cases of Adverse or Disciplinary Actions, Management agrees to verbally notify NFFE-IAMAW, AFL-CIO, Local 1164 of the impending meeting to notify employee of issuance of Notice of Proposed Action. Management agrees to furnish one copy of the original signed Notice of Proposed Action to the employee and supervisor. One copy will be maintained in CPAC, Concord HQ. A summary of the Notice of Proposed Action will be provided to the Union Chief Steward/Sentinel. NFFE-IAMAW, AFL-CIO, Local 1164 will be notified of the issuance of a Letter of Reprimand. All proposed disciplinary letters issued to NFFE-IAMAW, AFL-CIO, Local 1164 covered employees shall specify representational rights and the phone number of the NFFE-IAMAW, AFL-CIO, Local 1164 union office and will be provided in accordance with all Privacy Act requirements and applicable rules, laws and regulations.

14.7 NFFE-IAMAW, AFL-CIO, Local 1164 will be provided a summary copy of the Final Decision of Action.

14.8 In the event that the final decision is unfavorable to the employee, he/she shall be advised of his/her right to appeal the decision under the Negotiated Grievance Procedures, if applicable, or to the Merit Systems Protection Board, if applicable, but not both. Information as to grievance procedures and or appeal rights will be specified in the letter of decision. Representational rights and the phone number of the NFFE-IAMA W, AFL-CIO, Local 1164 Chief Steward/Sentinel shall also be included.

The Supervisor's official employee personnel files will be available to the named employee upon request. Unofficial written information will not be transferred between Supervisors.

Article 15
Merit Promotion

15.1 Management agrees to offer a yearly training session open to all unit employees to enhance their understanding of the Merit Promotion Program.

J 5.2 All unit employees who apply for a vacancy will be notified in writing if they are determined not qualified for the position for which they applied, or if they are not referred to the selecting official. Non-selected employees may request a meeting with the selecting official to obtain feedback such as suggestions for development/training required for the position, specific on the job training which might be helpful or specific areas of improvement to increase future chances of promotions.

Article 16
Reduction in Force

When a Reduction-in-Force (RIF) becomes necessary within the unit, Management agrees to consult with the Union at the earliest possible time regarding the impact of the RIF upon Bargaining Unit Members.

Article 17
Copies of Agreement

17.1 Management will provide access to the Collective Bargaining Agreement to each employee.

17.2 Management and the Union will provide training on the CBA to all employees.

Article 18
Voluntary Allotment of Union Dues

18.1. Eligible employees covered by this Agreement may authorize an allotment of pay for the payment of dues.

Definitions.

a. "Dues" shall mean the regular periodic amount required to maintain a member in good standing in the Union, and shall not include initiation fees, back dues, fines, or assessments.

b. "Member" shall mean an employee in the Unit in which the Union has been accorded exclusive recognition, who is a member in good standing of the Union, and whose net salary after legal and required deductions is regularly sufficient to cover the amount of an authorized allotment for dues.

18.4 The Union agrees to provide standard allotment forms [SF 1187] to its members.

18.4 Any Officer or Shop Steward will certify on each allotment form the amount of its dues, and deliver the completed allotment forms to Resource Management, Corps of Engineers Time Attendance and Leave System (RM CETALs) Administrator, New England District.

18.5 The Treasurer of NFFE-IAMAW, AFL-CIO, Local 1164 shall give written notification to Resource Management, Corps of Engineers Time Attendance and Leave System (RM CETALs) Administrator when a Bargaining Unit Member resigns, has been suspended, expelled, ceases to be in good standing, or otherwise is no longer eligible to pay dues.

18.6 Allotments of all members shall be terminated in the event that FLRA issues a decertification.

18.7 Management shall place one allotment form provided by the Union in the new employee welcome packet, and inform the employee of the location of the Union office.

18.8 Management agrees to withhold dues from salary payments to members by payroll deductions beginning with the next pay period following receipt of a completed standard allotment form prescribed by the Comptroller General; and provided that the amount of salary due the member, after priority deductions have been made, is sufficient to cover the withholding, provided further that a voluntary allotment for dues to another employee organization is not currently in effect.

18.9 The amount to be withheld or dues each pay period will be computed by multiplying the monthly dues by 12 and dividing by 26.

18.10 Management shall forward by Electronic Funds Transfer (EFT) to an account designated by the Secretary-Treasurer, NFFE-IAMAW, AFL-CIO, Local 1164, the remittance of dues withheld, together with a listing of names and amounts withheld following each pay day of the members.

18.11 Except as provided in 18.6 and 18.7, an allotment may not be revoked for a period of one (1) year. After that, Management shall discontinue allotments upon written revocation by an allotter, effective in the first full pay period following March 1st or September 1st, following receipt of the member's request.

18.12 Management shall advise the Union of the receipt of a member's request to discontinue an allotment by appropriate remark on the Remittance Listing.

18.13 Management shall discontinue the allotment when the allotter dies, retires, separates from the employer's payroll, moves to a position outside the exclusive unit, or to an organizational segment where the exclusive recognition does not apply, or ceases to be a member in good standing. Management will advise the Union by appropriate remark on the Remittance Listing.

18.14 Employee allotments will be terminated when the agreement providing for dues withholding is terminated by an authority outside the DoD.

Article 19

Equal Employment Opportunity

19.1 Management and the Union will cooperate to provide equal employment opportunity, in accordance with prescribed regulations for all actual or prospective employees of the employer to prohibit discrimination because of age, sex, race, religion, color or national origin, or persons with disabilities, and to promote full realization of equal opportunity through an active and continuing effort. The Union agrees to be a positive force in this endeavor and to become a partner with Management in the exploration and implementation of ideas and programs, whereby equal employment opportunities will be achieved.

19.2 Management will provide annual mandatory training on Prevention of Sexual Harassment (POSH).

19.3 The EEO Committee will include a member of the Union.

Article 20

Contracting of Work

Management will notify the Union President, and their designated Union official at Concord Park, if it becomes necessary to contract functions normally performed by Bargaining Unit Members only if (a) it will adversely affect the number of employees in the bargaining unit, or (b) if it will create any formal adverse action for any Bargaining Unit Members. When this determination is made, as soon as possible, Management and the Union will meet and confer concerning the impact on Bargaining Unit Members. This shall include, but is not limited to, discussing specific procedures calling for reassignment, demotion, RIF, etc., which are directed toward the benefits of employees affected directly. When a function is contracted out, Management agrees to take all reasonable actions to assist affected employees.

Article 21
Clothing Allowance

21.1 Uniform clothing allowance for Natural Resources Management program personnel shall be in accordance with current ER 1130-2-242, "Uniforms for Natural Resources Management Program Staff'. The initial allowance for permanent employees and allowances for subsequent years will be as set forth in the ER.

21.2 Employees whose clothing is damaged as a result of an occurrence beyond the normal risk associated with day to day living and working (losses must arise out of unusual occurrences) may submit a claim for reimbursement, in accordance with 31 U.S.C. Subsection 240-243 and Chapter 11 of Army Regulation 27-20, The Army Claims Regulation.

Article 22
Employee Assistance

22.1 Management and the Union are concerned with the accomplishment of installation missions and the need to maintain productivity. Excessive use of alcohol or other substance abuse when it interferes with the assigned duties, reduces dependability, or reflects discredit upon the installation, becomes the legitimate concern of both Management and the Union. Recognizing that alcoholism and other substance abuses are preventable and treatable illnesses that can afflict people in all grades, it is to the advantage of both Management and the Union to assist personnel in recovering from these illnesses.

22.2 Management and the Union will support the Employee Assistance Program (EAP) which serves both Management and the Union.

22.3 Use of the EAP in helping employees take advantage of the confidential counseling and referral services to alleviate personal problems will be encouraged by both Management and the Union.

Article 23
Work Assignments/Performance/Job Descriptions

23.1 Each employee will be furnished a copy of their job descriptions initially, and new copies as permanent changes to duties are made. Significant duties of the job description will be noted on the appropriate TAPES form. Bargaining Unit Members are encouraged to review their job descriptions annually, and keep them readily available at their work site.

23.2 In the event employees are prevented from working, due to interruptions or suspension of normal work operations, Management will make every effort to assign them to other reasonable work, based upon availability and budget, to utilize their skills.

23.3 The term "Other Duties as Assigned" is intended to cover incidental duties associated with the employee's job that are not specifically described in the job description.

23.4 Management shall conduct performance counseling sessions in accordance with AR 690-40Q, "TAPES", and provide performance feedback to Bargaining Unit Members. Management should encourage and motivate employees to perform to their full potential by providing positive feedback and recognition. Management will identify poor performance, and will provide an opportunity to improve, including any on the job, or formal training needed, within operational and budgetary restraints, prior to rating the employee unsatisfactory.

23.5 Bargaining Unit Members may consult with CPAC on an informal basis for the purpose of reviewing his/her job description, classification and grade, or for any alleged inequities. The Bargaining Unit Member may be represented by the Union in discussions with CPAC.

23.6 An employee may discuss the accuracy of his/her job description with his/her supervisor. When it is mutually agreed that the job description in question is either inaccurate or not current, the supervisor may initiate a Standard Form 52, Request for Personnel Action, through the appropriate channels to request further CPAC review. General Schedule (GS) employees may appeal classification issues directly to OPM. Federal Wage System (WG) employees may appeal classification

Definitions

Activity: New England District (NAE), North Atlantic Division, U.S. Army Corps of Engineers.

Advisory Panel: A group of staff offices or others with subject matter expertise who attend the preliminary and final sessions of board proceedings to provide advice and expertise to District Senior Leaders. NAE Advisory Panel consists of Council, EEO, HR, and Union Representatives.

Agency: Department of Defense.

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

Authority: Title 5 of the U.S. Code, Chapter 71.

Classification Appeal: Employee files written appeal to challenge title, series, or grade. Appeal compares duties to standard at appropriate level. Classifying job at higher or lower grade as result of appeal is not retroactive.

Compelling Need: The criteria which an agency or a primary national subdivision policy or regulation concerning personnel policies and practices and matters affecting working conditions must meet in order to bar negotiations. Illustrative criteria for determining compelling need are found in rules of the FLRA. See Section 7117(b) of Title VII.

Exclusive Recognition: Recognition granted by the FLRA to the Union which is successful in a representation election. Such recognition entitles the Union to negotiate for employees with Management over conditions of employment. This exclusive representation is the only bargaining agent with whom Management can deal. See Sections 7111, 7112, and 7114 of Title VII.

Exempt: As used in the Fair Labor Standards Act, "exempt" means not covered by the Act. These employees are administrative, professional and managerial. Their overtime must be figured under Title V.

Fair Labor Standards Act (FLSA): A statute covering five (5) areas for Federal employees: child labor, age discrimination, overtime pay for firefighters and law enforcement personnel, minimum wage and overtime work in excess of forty (40) hours per week.

Federal Labor Relations Authority (FLRA): The body which is responsible for administering and interpreting Title VII, deciding major policy issues, prescribing regulations, and making decisions on unit determinations, unfair labor practice charges, national consultation rights, negotiability disputes, and exceptions to arbitrator's awards. The Authority also conducts elections for exclusive recognition and prescribes criteria for compelling need.

Federal Mediation and Conciliation Service (FMCS): An independent US Government agency which provides mediators to assist parties involved in negotiations to reach a settlement. The FMCS also provides a list of arbitrators upon request (Fee schedule IAW 29 CFR CH. XII, p.52), and may mediate grievances. See Section 7119(a) of title VU.

Federal Service Impasse Panel (FSIP): Panel prescribed by Section 7119 of Title VII which considers negotiation impasses and takes actions considered necessary to settle an impasse. This may include additional mediation, fact finding, or binding arbitration if requested by the parties and approved by the panel.

Flexiplace: The ability of an employee to work at home or another location when it is mutually beneficial for the employer and employee.

Grievance: Any complaint such as: (a) by an employee concerning any matter relating to his/her employment, (b) by any labor organization concerning any matter relating to the conditions of any employee, or (c) by any employee, labor organization or agency concerning the effect or interpretation, or a claim of breach, of a Collective Bargaining Agreement, or any claimed violation misinterpretation or miss application of any law, rule, or regulation affecting conditions of employment.

Management Official: Means an individual employed by an agency in a position with the duties and responsibilities, which require or authorize, to formulate, determine, or influence the policies of the agency.

Management-Union Liaison: A person designated by Management to serve as the primary point of contact with the Union. The Chief of HR will serve as the Management-Union Liaison, unless otherwise stated by Management.

Merit Systems Protection Board (MSPB): This board hears appeals concerning prohibited personnel practices and other statutory appeals. Employees covered by a negotiated grievance procedure may use the procedure or the MSPB in statutory appeal case such as adverse actions. Once a choice of procedure is made, it is final. See section 1205 of the CSRA of 1978 for functions of the Board.

Negotiation: Bargaining by representatives of Management and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices, with a view toward arriving at a formal agreement.

Nonexempt: As used in the FLSA, an employee covered by this statute for overtime purposes.

Parties: For purpose of the CBA are New England District Management and NFFE-IAMAW, AFL-CIO, Local 1164.

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

Supervisor: An individual employed by an agency, having the authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, remove employees, to adjust their grievances, or to effectively recommend such actions. Also, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

Unfair Labor Practice (ULP): Behavior on the part of Management or a Labor Organization, prohibited under Section 7116 of Title VII.

Union Official/Representative: An officially elected or appointed official of the Local or National Union Representative of the Union such as a President, Vice President, Secretary-Treasurer, Recording-Secretary, Chief Steward/Sentinel and Stewards who have been officially identified to Management as holding the aforementioned titles.

Appendix A

- a. District Policy on Awards for Civilian Employees and Military Members Returning from a Deployment, 27 JUN 2008
- b. District Engineer's Policy Statement on Equal Employment Opportunity and Diversity, 27 JUN 2008
- c. Sexual Harassment Policy Statement, 27 JUN 2008
- d. Identification Badges at Concord Park, 07 JUL 2008
- e. District Engineer's Policy Statement regarding Bringing Children to their Duty Station for other than Short Visits, 27 JUN 2008
- f. Payment of Expenses to Obtain Professional Credentials, 27 JUN 2008
- g. District Engineer's Policy and Procedures for Property Accountability, 21 MAY 2010
- h. Policy Statement on Workplace Violence, 27 JUN 2008
- District Telework Regulation, 11 OCT 2005
- j. Upward Mobility Program, 01 APR 2004
- k. Government wide Commercial Purchase Card program, 15 MAR 2007
- l. Leave, Hours of Duty & Flexible Work Schedule Program, 22 JUN 2010