

Collective Bargaining Agreement between US Army Corps of Engineers, Chicago District, and the International Federation of Professional and Technical Engineers (IFPTE) Local 777

Preamble

P. 101. This Agreement is made by and between the U.S. Army Corps of Engineers Chicago District, hereinafter referred to as the "Employer" and Chicago District Bargaining Unit of the International Federation of Professional and Technical Engineers (IFPTE) Local 777, AFL-CIO and CLC, hereinafter referred to as the "Union". The Union has members employed by the Chicago District, including "field offices", and representative(s) from the IFPTE, as required.

P.102. The Employer and the Union recognize and agree that the well-being of employees and the efficient administration of the Government are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment in accordance with Chapter 71 of Title 5 of U.S. Code and hereinafter referred to as the Federal Service Labor-Management Relations Statute. They further agree that the participation of employees will be enhanced through the maintenance of a constructive and cooperative relationship between the Employer and the Union. Subject to law and the paramount requirements of public service, effective labor-management relations require a clear statement of the respective rights and obligations of the parties.

P. 103. The following terms within in this Collective Bargaining Agreement shall be defined as follows:

- a. "The Employer" or "Employer" shall mean the Chicago District, United States Army Corps of Engineers, including all field offices.
- b. "The Union" or "Union" shall mean Local 777 of the International Federation of Professional and Technical Engineers, AFL-CIO and CLC.
- c. "Employees" or "Bargaining Unit" shall mean all individuals assigned to the Employer for whom the Union is the exclusive bargaining representative.
- d. "The Agreement" or "Agreement" shall mean the Collective Bargaining Agreement signed by the Employer and the Union.
- e. "Statute" or "Chapter 71 of the United States Code" or "FSLMRS" shall mean the Federal Service Labor-Management Relations Statute.
- f. "Labor Relations Officer" shall mean the individual or individuals assigned to the Civilian Personal Advisory Center (CPAC) supporting the Employer, who perform labor-management activities for the Employer.
- g. "Civilian Personal Advisory Center" shall mean the office providing Human Resources advisory services to the Employer.
- h. "Her" or any personal pronoun used this Agreement shall refer to all genders.
- i. "Privacy Act Officer" shall mean the individual assigned by the Employer to perform activities relating to the Federal Privacy Act.
- J. "DOD" shall mean the Department of Defense.

- k. "DA" shall mean the Department of the Army.
- l. "OSHA" shall mean the Occupational Safety and Health Administration.
- m. "USACE" or "Agency" shall mean the United States Army Corps of Engineers.
- n. "OPM" shall mean the Office of Personnel Management.
- o. "Consultation" shall mean discussions that do not have to result in agreement.
- p. "Impact and Implementation Bargaining" shall mean bargaining on the implementation procedures and impact on Bargaining Unit employees as a consequence of Management decisions.
- q. "Bargaining on Substance" shall mean bargaining on all aspects of a proposal.
- r. "Payroll Officer" or "Payroll Office" shall mean the individual(s) assigned to the Employer, who perform payroll and related resource management functions for the Employer.
- s. "Health Unit" shall mean the office or agency that performs industrial health examines, medical monitoring, or other health related services to the Employer.
- t. "Commanding Officer" or "Commander" shall mean the District Engineer assigned to the U.S. Army Corps of Engineers, Chicago District.
- u. "Field Offices" shall mean any area and/or area office at which there are Employees working in an area owned or leased by the Employer.

P.104. In accordance with Federal law and regulations, all Bargaining Unit members will be treated fairly and equitably. The parties concur that this can best be accomplished through amicable discussions, adjustment of matters of mutual interest, and the establishment of a common understanding of personnel policies, practices, procedures, and matters affecting working conditions, except those excluded by Federal law and regulations. Therefore, the parties agree to the following:

Article 1 Recognition and Bargaining Unit Designation

SECTION 1.01 The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Bargaining Unit. It is also recognized that the Union is responsible for representing the interests of all employees in the Bargaining Unit it represents without discrimination and without regard to labor organization membership.

SECTION 1.02 The Bargaining Unit to which this Agreement is applicable is composed of all professional employees of the U.S. Army Corps of Engineers, Chicago District, including field offices. Excluded are all non-professional employees, management officials, supervisors, and employees described in 5 U.S.C. Section 7112 (b) (2), (3), (4), (6), and (7).

Article 2 Provisions of Law, Rules and Regulations

SECTION 2.01 In the administration of all matters covered by this Agreement, the Employer and the Union are governed by existing or future laws and regulations of appropriate authorities, and by published Agency policies and regulations required by law or by regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher Agency level.

SECTION 2.02 In accordance with the provisions of Chapter 71 of Title 5 of the U.S. Code, the Employer agrees to consult, and/or confer, and/or negotiate as appropriate, with the Union before issuing or changing its regulations with respect to personnel policies, practices, and working conditions.

SECTION 2.03 Prior to general public release by the Employer, the Employer agrees to inform the Union of decisions resulting in changes to the Chicago District's role, mission, or organization when the change will impact the Bargaining Unit.

Article 3 Rights of the Employer

SECTION 3.01 Rights of management are those set forth in Section 7106 of the FSLMRS.

SECTION 3.02 In the exercise of the rights set forth under Section 3.01 of this Article, it is recognized by both parties that the Employer may hold private, informal discussions with individual employees in the Bargaining Unit subject to the provisions of this Agreement.

Article 4 Rights of Employees

SECTION 4.01 Each employee of the Bargaining Unit has the right, freely and without fear of penalty or reprisal, to form, join and/or assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Chapter 71 of Title 5 of the U.S. Code, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

SECTION 4.02 The Employer shall take such action consistent with the law or with directives as may be required in order to assure that employees and management officials are apprised of the rights provided in Chapter 71 of Title 5 of the U.S. Code, and that no interference, restraint, coercion, or discrimination is practiced within the Chicago District to encourage or discourage membership in the Union.

SECTION 4.03 All Bargaining Unit employees have the right to bring matters related to conditions of employment to the attention of Union representatives and/or appropriate management officials in accordance with applicable laws, regulations, policies, and the provisions of this Agreement. In bringing such matters to the attention of management officials, the employee has the right to have a Union representative present.

SECTION 4.04 Nothing in this Agreement shall be interpreted as requiring an employee to become or remain a member of the Union or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

SECTION 4.05 The parties agree that all the provisions of this Agreement shall be applied fairly and equitably to all Bargaining Unit employees.

SECTION 4.06 An employee covered by the terms of this Agreement shall not forfeit any rights or benefits provided under this Agreement while on detail or temporary duty assignment away from the Chicago District so long as they remain eligible for representation in the Bargaining Unit; however, it is understood that employees must conform to the daily operational requirements at the facility or office to which they may be assigned while on detail or temporary duty assignment.

SECTION 4.07 Bargaining Unit employees may visit the on-site Civilian Personnel Advisory Center (CPAC) representative or the local Health Unit when it is necessary to do so during working hours and with prior approval from the immediate supervisor, which shall not be unreasonably withheld. Except in cases of immediate need of medical attention, the time of visits to one of the above mentioned offices shall be set by the immediate supervisor based on work requirements. With respect to visits to the local Health Unit, the employee shall not be required to disclose the medical problem that necessitates the visit. Supervisors, at their option, may obtain written documentation from the local Health Unit certifying the visit and the employee's fitness to return to work.

SECTION 4.08 Upon request of the Bargaining Unit employee, information related to personal issues disclosed during a visit with management officials or the local Health Unit shall be considered privileged information; however, such information may be revealed when there is a need to know. Following

disclosure of such privileged information, the employee shall be promptly notified in writing of the name to whom the information, was disclosed and the date and reasons for the disclosure; however, the Employer at its discretion may elect not to notify the employee of the disclosure of the information, if the Employer deems it necessary to support a disciplinary action. Non- notification of the disclosure of information does not impinge the rights of employees facing disciplinary action.

SECTION 4.09 Both parties recognize that the Employer has the right and obligation to enter a Bargaining Unit employee's desk or cabinet if there is a concern about safety or security. However, the Employer will make every reasonable effort to have the employee and/or a union representative present when compelled to enter a Bargaining unit employee's desk or cabinet. The Employer also has the right to enter a Bargaining Unit employee's desk or Cabinet in order to carry out Government business. Such entry shall not be of a routine nature.

SECTION 4.10 In the event of a Bargaining Unit employee's death, every reasonable effort will be made to contact the employee's family for instructions as to the disposition of the employee's personal effects. Upon election by the employee's family, or by the agreement of the parties, a Union representative or officer may be present when the employee's personal effects are removed from the desk/cabinets.

SECTION 4.11 Employees, individually or collectively, have the right to petition Congress, subject to any restrictions imposed by Federal law and regulations.

SECTION 4.12 In the event of any examination of an employee by a representative of the Employer in connection with an investigation, a representative of the Union shall be given the opportunity to be present at such examination if:

- a. The employee reasonably believes that the examination may result in adverse or disciplinary action against the employee, and
- b. The employee requests representation.

SECTION 4.13 Bargaining unit members will be allowed reasonable official time to:

- a. Prepare and present grievances;
- b. Prepare replies to notices of proposed disciplinary or adverse action or any other matter for which a statutory appeals procedure exists which are covered by his Agreement;
- c. Testify as witnesses in arbitration proceedings which are covered by this Agreement; and
- d. Travel to and from the above-listed activities.

Article 5 Appropriate Matters for Negotiation or Consultation

SECTION 5.01 The parties agree to meet at reasonable times and to consult, and/or confer, and/or negotiate in good faith with respect to personnel policies and practices and matters affecting working conditions as required by Federal law and regulations. These matters may include, but are not limited to, such matters as work environment and physical facilities, safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, hours of work, and appropriate arrangements for employees adversely affected by the impact and implementation of a work force realignment or technological change. Negotiable issues arising from Articles contained in this Negotiated Collective Bargaining Agreement (_Agreement) will be addressed through the procedural provisions of this Article. The obligation to negotiate change(s) in existing conditions of employment should not operate so as to unreasonably delay necessary changes.

SECTION 5.02 The Employer shall negotiate with the Union any change in existing personnel policies and practices and matters affecting working conditions where such change is within the duty of the Employer to bargain and does not infringe on a right granted to the Employer by 5 USC 7106. The labor-management responsibilities follow this general process. The Employer will notify the Union in writing of decisions that would have an impact on working conditions of Bargaining Unit employees or otherwise create a bargaining obligation. When the Employer receives an instruction or direction from a higher authority affecting the general working conditions of Bargaining Unit employees or the higher authority takes an action creating a bargaining obligation, the Employer will notify the Union in writing. The Union will be given reasonable time, as described in subsequent Sections of this Article, after receipt of the Employer's notice, to consider the Employer's proposed change and make an election to consult, to bargain on the impact/implementation, or to bargain on the substance of the proposal, as appropriate. The Union may seek clarifying discussions and may request an extension of the decision due dates, which will not be unreasonably denied. If the Union fails to act, the Union will have waived its right to consult or bargain and the Employer's bargaining obligation is fulfilled, at which time the Employer will be free to implement the change. The following are procedures that the parties will follow:

a. Consultation Process

The Employer will make reasonable effort to notify the Union in advance of changes that may impact employees, but are excluded from the obligation to bargain. The Union will enter into consultation by notifying the Labor Relations Officer. Consultation means any dialogue, either oral or written, between Employer and the Union officials on specific issues. Consultation, unlike negotiation, does not involve joint decision-making and the consultative process need not necessarily result in agreement between the Employer and the Union. Upon request, the Employer will schedule a meeting with the Union. If the Union provides written comments or recommendations prior to implementation, the Employer will:

1. Consider the comments and recommendations; and
2. Provide the Union with a written statement of the reasons for taking the final action with respect to the Union's comments or recommendations.

b. Impact/implementation Bargaining

After the Employer notifies the Union in writing, the Union has seven (7) workdays to request a meeting with the Employer through notice to the Labor Relations Officer. The Union will have seven (7) workdays to submit proposals following this meeting or fourteen (14) workdays following the initial notification if no meeting is scheduled. If the parties cannot reach agreement, the parties will follow impasse proceedings through the Federal Mediation and Conciliation Service to the Federal Service Impasses Panel or follow established negotiability procedures of the Federal Labor Relations Authority. The Employer will not implement the change before the impasse is resolved except where there is a negotiability issue.

c. Bargaining on Substance

After the Employer notifies the Union in writing, the Union has seven (7) workdays to request a meeting with the Employer through notice to the Labor Relations Officer. The Union will have ten (10) workdays to submit proposals following this meeting or seventeen (17) workdays following the initial notification if no meeting is scheduled. If the parties cannot reach agreement, the parties will follow the same impasse procedure as defined in Section 5.02b. If there is a negotiability issue, the Union may elect to impact bargain while the negotiability issue is being resolved without waiving its right to bargain on substance if the disputed proposal is determined to be negotiable.

SECTION 5.03 If the Union has not received a response to a request for information within a reasonable time prior to the due date for submission of proposals, as required to perform its representational responsibilities relative to Section 5.02b. or c. of this Article, the Union will be given reasonable time after receipt of the information to submit or modify its initial proposals. The Union agrees in making any requests to the Employer for information, it will explicitly identify its particular need for the requested information.

SECTION 5.04 It is understood and agreed that in the interest of furthering a work environment free of conflict and of fostering a cooperative working relationship between the parties, either party may request at any time to meet and discuss the resolution of any problem of mutual interest within a reasonable time of the request.

SECTION 5.05 It is recognized that this Agreement is not all-inclusive and the fact that certain working conditions have not been specifically covered in the Agreement does not lessen the responsibility of either party, consistent with Federal law and regulations, to meet and confer, and/or consult, and/or negotiate with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters not covered by this Agreement.

SECTION 5.06 Such meetings as described in this Article will normally take place during normal duty hours. In any event, Union representatives shall not suffer any loss of pay or benefits as a result of participating in meetings.

SECTION 5.07 Nothing in this Article diminishes the Union's right to address issues through partnership or any other procedures mutually agreed to by the parties to this Agreement, including but not limited to, mediation or other alternate dispute resolution procedures.

SECTION 5.08 Notification requirements in this Article are as follows:

a. Notification to the Union shall be to the Union President or other individual(s) designated by the Union President. In the absence of the Union President, every effort shall be made to notify the Labor Relations Officer of such designation.

b. Notification to the Employer shall be to the Labor Relations Officer or other individual(s) designated by the CPAC. In the absence of the Labor Relations Officer, every effort shall be made to notify the Union of such designation.

SECTION 5.09 All time frames in this Article are subject to modification by mutual agreement of the parties.

Article 6 Disciplinary Actions

SECTION 6.01 Disciplinary actions shall only be taken for just cause, in keeping with the principle that such actions are a necessary and important tool in the management of the work force. For purposes of this Article, disciplinary actions are defined as a Letter of Reprimand or a Suspension for fourteen (14) calendar days or less. Letters of Reprimand will contain a specific end date, will be retained in the employee's Official Personnel File (e-OPF), and may be rescinded prior to the end date at the election of the Employer.

SECTION 6.02 In all disciplinary actions, the employee will be furnished a copy of any formal notice which, if she so desires, may be provided to the Union. The Employee may respond orally and/or in writing to any proposed disciplinary action.

SECTION 6.03 The Notice of Decision in any disciplinary action will be rendered at the earliest practicable date after the employee's time to reply has expired. The Employer agrees to exert its best effort to render the notice of decision at the earliest practical date.

SECTION 6.04 The Union agrees to treat information related to the disciplinary process as privileged information personal to the employee and not to be divulged nor discussed except on a need-to-know basis, with the approval of the employee.

Article 7 Adverse Actions

SECTION 7.01 Adverse actions are defined as removal, suspension for more than fourteen (14) calendar days, reduction in grade or pay, or furlough of thirty (30) calendar days or less.

SECTION 7.02 In the event an employee is issued a Notice of Proposed Adverse Action, the employee shall be advised of her right to be represented by the Union or other representative. An employee against whom an action is proposed is entitled to at least thirty (30) calendar days advance written notice in accordance with 5 USC 7513, except where a shorter time period is provided by Federal law or regulation. The employee and her representative are entitled to review the material relied on in proposing the action, as well as a reasonable time to answer orally and/or in writing, and to furnish other documentary evidence in support of the answer. It is further agreed that copies of all correspondence concerning the matter will be provided to the employee.

SECTION 7.03 A Notice of Decision will contain the specific reason(s) for the decision and will be issued at the earliest practical date.

SECTION 7.04 The Employee will be advised by the Employer of her grievance or appeal rights. Appeals will be processed under one of the following: Negotiated Grievance Procedure of this Agreement; through appeal to the Merit Systems Protection Board; or by the filing of a formal Equal Employment Opportunity complaint. The employee's election of any one of the three venues precludes access to the others. Any employee serving as witness in such proceedings shall not suffer any loss of pay.

SECTION 7.05 Adverse actions shall be taken only for just cause as it will promote the efficiency of the service.

Article 8 Grievance Procedure

SECTION 8.01 A grievance means any complaint by any Bargaining Unit employee concerning any matter relating to the employment of the employee or by the Union concerning any matter relating to the employment of any employee; or by any employee, the Union or the Employer concerning the effect, or interpretation, claim or breach, of this Agreement: or any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment. The relief sought by the employee in a grievance must be personal to the employee. This procedure is the exclusive procedure available for settlement of all grievances including questions of arbitrability and suspensions of fourteen (14) calendar days or less, except for the following exceptions:

- a. Any claimed violation of Subchapter III of Chapter 73 of Title 5 U.S. Code (relating to prohibited political activity):
- b. Retirement, life insurance or health insurance,
- c. A suspension or removal under Section 7532 of Title 5, U.S. Code (relating to national security):
- c. Any examination, certification or appointment;
- e. The classification of any position which does not result in the reduction in grade or pay of an employee;
- f. The adoption of a suggestion;
- g. Decisions relating to Worker's Compensation claims which are adjudicated by the U.S. Department of Labor;
- h. The implementation of the medical results of a fitness-for-duty examination;
- i. Separation of newly hired employees for failure to satisfactorily complete a trial or probationary period; however, grievances may be filed under this provision only at Step 3 of the negotiated grievance procedures and the Step 3 decision shall be final and not subject to any further proceedings in any other forum;
- J. The content of higher authority policy or regulation.
- k. Any letter of proposed action.
- l. The non-selection for promotion from a list of properly ranked and certified candidates; however, this does not preclude grieving the procedures used in the actual selection.
- m. Actions taken in compliance with a final directive or decision of a court or quasi-judicial forum including but not limited to the Equal Employment Opportunity Commission, Merit System Protection Board, Federal Labor Relations Authority, or negotiated settlement agreements signed by the parties to this Agreement except for alleged violation of such agreements.
- n. The decision to grant an award.

An employee grieving a matter of discrimination, unacceptable performance or adverse action, may choose to process the grievance under this procedure or statutory/appellate procedures and such election is final in accordance with Section 7.05 of this Agreement.

SECTION 8.02 Employee Presentation of Grievance

- a. Employees may present their own grievances under this procedure, provided the Union has been given the opportunity to be present during the grievance proceeding and the resolution of the grievance is not inconsistent with this agreement.
- b. Employees may not be represented under this procedure except by a representative(s) designated or approved by the Union.
- c. Questions that cannot be resolved by the Employer and the Union as to whether or not a particular grievance is subject to the Negotiated Grievance Procedure or subject to arbitration may be referred to an arbitrator for determination. Such disputes of grievability or arbitrability may be referred to arbitration as the threshold issue in the related grievance.

SECTION 8.03 It is agreed that a grievance under this Article will be initiated within fifteen (15) workdays of the incident, or knowledge of the incident which caused the grievance; any grievance failing to comply with these time limits shall not be presented or considered at a later date.

SECTION 8.04 Except as provided for in Section 8.05, employee grievances will be processed in accordance with the following steps:

Step 1 -An employee with a grievance shall first discuss the matter with her immediate supervisor and attempt to resolve the problem. If the grievance concerns a matter beyond the control of the supervisor, the employee shall be referred to the management official or staff office having authority to deal with the grievance. The employee may be represented by her steward or person appointed by the Union in presenting the grievance. The employee shall be provided a decision on the grievance within fifteen (15) workdays.

Step 2 - If a satisfactory settlement of the grievance has not been reached at Step 1, within fifteen (15) workdays after receipt of the Step 1 decision the grievance shall be reduced to writing and submitted to the next higher level supervisor to which the grievant is assigned with a copy to the Labor Relations Officer. The written grievance must be dated, signed by the grievant(s) and include, (1) specific information as to the basis for the grievance, (2) the remedial action requested, (3) the name of the employee's Union representative, if any, and (4) the dates and names of the supervisor or officials with whom the grievance was discussed in Step 1. The employee shall be given a decision within twenty (20) workdays after the grievance is submitted at Step 2 of this procedure. Prior to the decision at this Step of the procedure, the Supervisor of, or her designee, shall meet with the employee to discuss the grievance. If the employee has elected to have Union representation, the designated representative may participate in this discussion. If the employee has not requested the assistance of the Union, the Union shall be given the opportunity to be present at the meeting. See Appendix A for example of a grievance form for this Step.

Step 3 • If the Step 2 written decision does not resolve the grievance, the grievant has twenty (20) workdays to file a written request for reconsideration of the Step 2 decision with the Chicago District

Commanding Officer or designee with a copy to the Labor Relations Officer. The employee and her Union representative, if any, shall be given the opportunity to make a personal presentation of the grievance to the Commanding Officer or designee. At this Step of the procedure, if the employee elects to have Union representation, she shall be represented by the Union. The Union President or her designee may also participate in the meeting held to present the grievance. The employee shall be given a written decision by the Commanding Officer or designee within twenty (20) workdays after the grievance is submitted at Step 3 of this procedure.

SECTION 8.05 Grievances involving adverse actions, actions based on unacceptable performance, and any personnel action that discriminates for or against any employee on the basis of race, color, religion, sex, national origin, age, handicap, marital status, or political affiliation may be processed under this grievance procedure. These types of grievances shall be initiated at Step 2 of Section 8.04 of this Article.

SECTION 8.06 Either the Union or the Employer may file grievances concerning alleged violations of this Agreement; however, if either the Union or the Employer elects to file such a grievance the parties shall not file an unfair labor practice based on the same operative facts. If the Union is the aggrieved party, the written grievance shall be submitted to the Employer with a copy to the Labor Relations Officer. If the Employer is the aggrieved party, the grievance shall be submitted to the Union President or designee. The Commanding Officer or designee and the Union President or designee shall meet within seven (7) workdays to discuss the matter in dispute. A written decision shall be given the aggrieved party no later than seven (7) workdays after this meeting. If the aggrieved party is not satisfied, the issue in dispute may be referred to arbitration within fifteen (15) workdays of the decision.

SECTION 8.07 A like grievance involving the same basic issue(s) by a group of employees shall be processed as a single grievance for employees who elect Union representation. The Union shall select one (1) such employee as the principal grievant and the decision will be binding on all such grievants. This Section is not applicable to employees who exercise their statutory appellate rights.

SECTION 8.08 It is the intent of the parties to this Agreement that any dispute, subject to this grievance procedure, will be approached with the view in mind of affecting an equitable resolution. In this regard, every effort will be made to arrange and conduct grievance meetings in an atmosphere free from hostility and personal attack.

SECTION 8.09 The Union agrees to avoid supporting frivolous, vague or untimely complaints and to refrain from soliciting grievances.

Article 9 Arbitration

SECTION 9.01 If the Employer and the Union fail to resolve any grievance processed in accordance with the Negotiated Grievance Procedure of Article 8 of this Agreement then such grievance shall, upon written request by the party desiring arbitration, be referred to arbitration. Such written request shall be submitted no later than thirty (30) workdays following the receipt of the written decision at the third step, or the decision pursuant to Article 8. All requests for arbitration from the Union must be signed by the Union President or designee. All requests for arbitration from the Employer must be signed by the Commander or designee. Only the Union or the Employer may invoke the provisions of this Article, not individual bargaining unit employees.

SECTION 9.02 When the Union or the Employer has served notice that a matter is to be submitted to arbitration, the Employer shall immediately request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) workdays after receipt of such a list. If they cannot agree on one (1) of the listed arbitrators, then the Employer and the Union will each strike an arbitrator's name from the list of seven (7) and shall repeat the process until only one (1) name is remaining. The Union will strike the first name. Only the issues identified in the initial grievance are subject to the arbitration.

SECTION 9.03 The losing party shall pay the fee and per diem and other expenses of the arbitrator, except that the arbitrator may for reasonable cause assess the fee and costs against both parties. The arbitration hearing shall be held during the regularly scheduled workweek. The employee's representative, the aggrieved employee, and witnesses shall be provided official time, if otherwise in a duty status, to participate in the arbitration proceeding. When the parties agree that a reporter and transcript of the hearing are desired, each shall pay an equal share of the cost of the reporter and transcript of the hearing.

SECTION 9.04 The arbitrator will be requested by the parties to render his decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the closing of the record unless the parties otherwise agree. The arbitration award shall be binding except that either party may file an exception to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under the regulations prescribed by the FLRA.

SECTION 9.05 The arbitrator shall not change, modify, alter, delete, or add to the provision of this Agreement. Such right is the prerogative of the Employer and the Union only. Neither shall the arbitrator's award be contrary to applicable laws or regulations which are binding on the parties. The arbitration shall meet the same standards and requirements of the Merit Systems Protection Board (MSPB) in all adverse action cases.

SECTION 9.06 In the event that a dispute between the parties involves issues of arbitrability, the arbitrator may decide any such issues before proceeding to the merits or a separate arbitrator may be used to determine arbitrability issues if there is no mutually agreeable concurrence between the Employer and the Union.

SECTION 9.07 The parties agree to the extent possible, arbitration will be scheduled to minimize costs to the parties. This could include, but is not limited to, expedited hearings or multiple grievances.

Article 10 Performance Appraisals

SECTION 10.01 Both parties recognize that Public Law 95-454 contains the legal requirement that agencies within the Federal Government establish and use a performance appraisal system applicable to all employees. The parties agree that the administration of such a system shall be through the Total Army Performance Evaluation System (TAPES) or any successor appraisal system. The objectives of a performance appraisal system generally are:

- a. To improve individual and organizational performance by enhancing communications between the supervisor and employee:
- b. To use the results of a performance appraisal as a basis for training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees;
- c. To recognize the merits of employees and their contribution to efficiency and economy:
- d. To improve individual performance:
- e. To correct individual work deficiencies; and
- f. To establish performance standards and keep employees apprised of their performance in relation to these standards.

SECTION 10.02 Basic Provisions

- a. Appraisal Period - Employees, except those serving under a temporary appointment of one year or less, will be rated annually or as required by the applicable regulation.
- b. Establishing Performance Plan - Job elements and performance standards will be fair and job related in accordance with applicable regulations.
- c. Progress Reviews - Supervisors must hold at least one progress review to discuss performance at about the halfway point in each appraisal period, or as modified by applicable regulation. Performance appraisal discussions will be accomplished with the employee in private. Conditions may warrant the employee and/or supervisor to initiate changes to job elements and/or performance standards. Such changes will be incorporated into the employee's written performance plan.
- d. Unacceptable Performance - An employee may only be rated "Fails to Meet Expectations" in accordance with applicable regulations and procedures.

SECTION 10.03 The establishment of job elements and performance standards not appealable or grievable. An employee may however, request reconsideration of the final rating and the contents of the performance evaluation by utilizing the negotiated grievance procedures as set forth in Article 8 of this agreement.

SECTION 10.04 A number of factors must not be included in the performance appraisal report by any of the participants in the rating process. The following subjects are inadmissible in any part of a Performance Appraisal report:

- a. Reference to race, color, religion, sex (except for titles of address, first names or personal pronouns), national origin, age, political affiliation, marital status, sexual orientation, or references to spouse or family.
- b. Mention of the specific nature of a disability or medical problem, such as physical handicap, alcoholism or drug abuse.
- c. Mention of initiation of, involvement in, or participation in Grievance or EEO procedures except when an appropriate authority has determined that an employee has committed a discriminatory action.
- d. Comments on an employee's participation or non-participation in employee organizations or activities, including but not limited to Union membership or activities.
- e. Recommendations on reclassification of the rated employee's position to a higher or lower grade: and
- f. Reference to previous performance ratings or events or performances outside the rating period.

Article 11 Equal Employment Opportunity

SECTION 11.01 The Employer agrees that equal employment opportunities will be afforded to all employees, and to prohibit discrimination against any employee or applicant for employment because of race, color, religion, age, sex, or national origin.

SECTION 11.02 It is agreed that Union assistance, suggestions, and views shall be solicited in developing or revising the Employer's Affirmative Action Plan, if applicable. The Union shall be given copies of the Employer's Affirmative Action Plan and any supplemental EEO plans which are developed for the area where bargaining unit employees are assigned.

Article 12 Job Descriptions

SECTION 12.01 It is agreed that each employee is entitled to a current and accurate copy of her position description.

SECTION 12.02 The Employer will inform the Union of the reclassification of encumbered positions, which involve only a change in grade or job series within the Bargaining Unit prior to official action.

SECTION 12.03 At the employee's request, the employee shall be informed by her supervisor as to the status of any current action to re-describe or re-classify her position. The Employer agrees to identify to the employee and her representative upon request, the OPM Classification Standard used to determine the reclassification of the employee's position.

SECTION 12.04 Employees who believe that their positions are improperly described or classified should first discuss the matter with their supervisors. If unable to resolve the problem, the employee may request an explanation of the classification and/or an audit of the position. This request will be made in writing through appropriate supervisory channels.

SECTION 12.05 \: the employee disagrees with the classification of her position, she may file an appeal with the Department of Army or the Office of Personnel Management according to prescribed procedures.

Article 13 Training

SECTION 13.01 The Employer agrees that the development and implementation of a district training plan is in the best interest of the Chicago District and all employees.

The Employer agrees to implement the district training plan to the extent possible dependent on priorities and budget constraints. The Union agrees to work with the Employer in the development and implementation of a district training plan.

Article 14 Safety

SECTION 14.01 The Employer shall provide and maintain safe working conditions in compliance with DOD, DA, USACE, and OSHA and all other applicable Federal laws, rules and regulations. Employees shall adhere to all applicable regulations regarding the use of personal protective equipment, including but not limited, to protective footwear, protective eyewear, apparel and other equipment. The Union will actively encourage employees to utilize safety equipment.

SECTION 14.02 The Employer, subject to any restrictions imposed by Federal law or regulation, will provide in a reasonable time information to the Union relating to death, disabling or lost-time injuries to employees.

SECTION 14.03 The Employer will have the authority to determine whether any work area conforms to applicable safety standards. Whenever the Employer finds that such safety standards have not been met, the Employer will determine what protective equipment or other actions will be necessary to protect employees and permit them to work safely in the area. Employees will not be required to work in areas that are detrimental to health or safety in accordance with Section 14.01. Employees have the right to request additional protective equipment. Employees have the responsibility to immediately inform the appropriate supervisor of any suspected unsafe or unhealthful work conditions or practices.

SECTION 14.04 The Employer agrees to make efforts to ensure that the employee will only be required to perform duties and/or operate equipment that she has been certified or trained to operate. Employees will not be required to perform duties because of a reasonable belief that under the circumstances the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures.

SECTION 14.05 It is recognized that each employee has a primary responsibility for her own safety and an obligation to know and observe safety rules and practices as a measure of protection for herself and others.

SECTION 14.06 It is recognized that each employee has a responsibility to cooperate with the Employer in the investigation of any accident, near miss, or alleged unsafe condition or practice. Time spent in such endeavors is considered as time worked.

SECTION 14.07 The Employer and the Union agree that the Union shall have the right to be represented on all safety committees. These committees shall function during working hours as regular duty time. These committees will meet at regular intervals as necessary to consider safety issues and to make recommendations to the Employer.

SECTION 14.08 The Employer agrees all motor vehicles will comply with Federal safety standards and guidance from the Employer's safety office. The Employer agrees to make efforts to ensure that operators of such vehicles are trained and properly qualified drivers. Employees involved in a motor vehicle accident while on duty will promptly notify the Employer. The employee may speak with a union representative, at the employee's request prior to providing any substantive statement about the accident.

The employee, when able, will attempt to obtain the following information:

- a. Police accident report case number;
- b. Name, address, telephone number, driver's license number, class of license: vehicle insurance information, and whether any injuries have been sustained and the possible extent of those injuries of all parties involved;
- c. Whether any injured person was removed by ambulance/paramedics; the ambulance company or paramedic unit: and the hospital to which any occupant of the vehicle was taken to;
- d. Whether an arrest was made; whether any traffic citation was issued; the alleged violation and return date in court;
- e. Where the vehicle(s) were towed:
- f. Polaroid or Digital pictures of the damage to the vehicles, if possible.

Article 15 General Provisions

SECTION 15.01 When there is a question that an employee is physically or mentally unable to satisfactorily perform the duties of her position, the employee may be required to undergo a fitness-for-duty examination. The Employer agrees to inform the employee of her right to an examination by other than an Agency designated physician in accordance with OPM regulations. The employee may have a Union representative present during discussions with Employer regarding a fitness-for-duty examination as outlined in Section 7.02 of this Agreement.

SECTION 15.02 The Employer may conduct local studies concerning conditions of employment by surveying employees through distribution and collection of questionnaires after the Union has had an opportunity to review and comment on the methodology of the study as well as the format and substance of the questionnaire. Both parties agree to a reasonable response time. However, the Employer may conduct surveys related to social functions or non-work activities without providing the Union the opportunity to review and comment.

SECTION 15.03 The Employer agrees to furnish all work-related tools, including any specialized tools needed for employees to perform their duties. Flexiplace requirements will be controlled by applicable local policy. Employees are responsible for proper and safe use as well as proper care and safeguarding of such Employer provided tools.

SECTION 15.04 The Union will be given advance notification of any general personnel program reviews at the U.S. Army Corps of Engineers, Chicago District to be conducted by the OPM DOD, DA, or other Federal agencies.

SECTION 15.05 Upon request, and in accordance with the Privacy Act, a Bargaining unit employee shall be permitted to review any record maintained by the Employer on that employee. The request for records review will be filed with the appropriate office or, when required, with the Employer's Privacy Act Officer, and responded to in accordance with the Privacy Act.

SECTION 15.06 To the extent feasible, the Union agrees to notify the Labor Relations Officer thirty (30) calendar days in advance of its intent to file an Unfair Labor Practice. During the thirty (30) calendar day period, the Employer and the Union will meet in a good faith effort to resolve the issue(s).

SECTION 15.07 The parties agree that reduction-in-force procedures are not covered under this agreement.

Article 16 Hazard Pay Differential

SECTION 16.01 Employees are entitled to a pay differential for hours of duty involving unusual physical hardship or hazard as provided in OPM and Agency regulations in accordance with the schedule published in Appendix A of Part 550, Code of Federal Regulations (CFR) or applicable Federal law or regulation.

SECTION 16.02 Nothing in this Article shall be interpreted to preclude the right of the Union or the International Office of IFPTE to request OPM to consider amendments or additions to the schedule for hazard pay differentials.

Article 17 Civic Responsibilities

SECTION 17.01 In the event an employee is subpoenaed for jury duty or as a witness in a judicial proceeding on behalf of the Federal Government or a state or local government, she shall be granted court leave and compensation consistent with applicable regulations. When an employee is subpoenaed for such duty, she shall promptly notify the supervisor in order that arrangements may be made for her absence from scheduled duty.

SECTION 17.02 The parties agree that employees should be given the opportunity to participate in the Combined Federal Campaign, U.S. Bond drive, blood drives, and other worthy programs. The Employer and the Union agree that participation will be on a completely voluntary basis. With approval from their supervisor, employees participating in such activities may be granted administrative time in accordance with applicable Federal law and regulations.

Article 18 Dues Withholding

SECTION 18.01 The Employer will deduct union dues from the pay of those eligible employees who are members of the Union or who have applied for membership in the Union and who voluntarily authorize such deductions on Standard Form 1187 or successor form.

SECTION 18.02 Union dues, which consist of the regular periodic amount required to maintain a member in good standing in the Union shall be deducted by the Payroll Office of the Employer from the pay of an employee each biweekly pay period when the following requirements are met:

- a. The employee must be a member in good standing in the Union or must have applied for membership in the Union contingent upon the payment of the first month's dues by means of voluntary allotment as provided herein:
- b. The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of dues. When an employee is on dues deduction and is in non-pay status for the entire pay period, no withholding will be made to cover that pay period. In the case of an employee who is in a non-pay status for part of a pay period, dues will be deducted provided her pay is sufficient to cover such deductions after other required deductions are made; and
- c. The employee must have submitted, through the Union, a voluntary authorization for deductions on Standard Form 1187 or successor form which will be supplied by the Union. The Union will complete and sign Section A of Standard Form 1187 or successor form and transmit the same to the Payroll Office of the Employer.

SECTION 18.03 Deduction of dues designated on Standard Form 1187 or successor form will be processed by the Employer as expeditiously as possible.

SECTION 18.04 The amount of dues deducted each biweekly pay period shall be the amount certified by the Union in Section A of Standard Form 1187 or successor form. The amount withheld shall not be

changed unless the Union certifies to the Labor Relations Officer that the dues have been changed. A change will become effective the first full pay period following receipt of the certification of change. The Union shall not change the amount of an allotment more frequently than once each fiscal year.

SECTION 18.05 An allotment for the deduction of any employee's regular dues deduction may be terminated by the employee through submission to the Payroll Office of a written request for revocation of an allotment. The Employer will transmit a copy of the revocation request or acknowledgment of receipt of the revocation request to the Union President or designee.

SECTION 18.06 An employee's voluntary allotment for payment of her regular Union dues will be revoked if any of the following occur:

- a. Loss of recognition by the Union;
- b. Transfer of the employee outside of the Bargaining Unit (including a temporary promotion or detail); or
- c. Receipt by the Employer's Payroll Office of written notification from the Union that the employee has been expelled or has for any reasons ceased to be a member in good standing.

SECTION 18.07 The employee is responsible for promptly notifying, in writing using Standard Form 1188 or successor form, the Employer's Payroll Office when she is no longer eligible for Union dues withholding.

SECTION 18.08 The Employer's Payroll Office will, promptly after completion of each pay period, transmit to the Treasurer of the Union the following:

- a. A list containing the names of employees authorizing voluntary allotments of dues. The list will also include the total monetary amount of the allotment deductions together with the total number of such deductions. The list will also include any termination of deduction and the reason for such termination; and
- b. Documentation of electronic funds transfers to the Union evidencing the amount equal to the grand total of such deductions.

SECTION 18.09 It is the responsibility of the Union to inform each of its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for revoking an authorization as set forth in Section 18.02 through 18.05 of this Article.

Article 19 Official Union Duty Time and Use of Facilities

SECTION 19.01 The Union agrees to use official time in accordance with Section 7131 of Title V of the United States Code, and to the maximum extent possible will exercise their best efforts to minimize the use of official time. Union representatives are entitled to reasonable official time to travel to, prepare for, attend and/or perform representative functions in connection with:

- a. Discussions between the Employer and one or more bargaining unit members concerning grievances, personnel policies or practices, or other general conditions of employment;
- b. Meetings with the Employer regarding any matters relating to the terms and conditions of the bargaining unit members' employment, including, but not limited to, meetings required by this Agreement;
- c. Grievance proceedings, arbitrations, and statutory appeals procedures, subject to the provisions of Section 7.04 for statutory appeals;
- d. Representation of a bargaining unit member in connection with an investigation if the unit member reasonably believes that the examination may result in disciplinary action and the unit member requests representation;
- e. Negotiations, including work related to the resolution of any negotiability question or any impasse:
- f. Reviewing Employer proposals concerning negotiations and changes in policies, practices, and matters concerning work conditions:
- g. Administration of this Agreement and other representative functions relating to the rights and interests of bargaining unit members:
- h. Unfair labor practice proceedings:
- i. Any other purpose authorized by Section 7131; and
- J. Any other reasonable activity related to the above functions that has been mutually agreed to by the parties, including but not limited to training.

SECTION 19.02 The Union agrees to maintain records of all official time used and to provide the Management information regarding the use of official time within ten (10) calendar days of receipt of any such request. The records provided by the Union regarding official time will be broken down by each category identified in Section 19.01.

SECTION 19.03 To the extent feasible, Union officers and employees will notify supervisors in advance in the use of official time; however, such notification must be made sometime during the pay period that the official time is used.

SECTION 19.04 The Union will be provided with an office, at a mutually agreeable location, equipped with a telephone (including speaker phone capability), a desk top computer (including internet access capability), printer, and fax machine. In addition, the Union will be permitted reasonable use of copy

machines and meeting rooms, so long as the Union's use of such facilities does not unduly disrupt the Employers normal progress of work.

Article 20 Duration, Modifications, and Amendments

SECTION 20.01 This Agreement shall remain in full force and effect for a three (3) year period commencing with the approval of the Agreement in accordance with Section 7114 (c) of Title 5 of the United States Code, and thereafter for additional one (1) year periods unless written notice of intent to modify or terminate at the end of the current term is given to the other party. Such notice of intent to modify or terminate shall be given no less than ninety (90) days before termination. The notice shall include written proposals for those elements of the expiring agreement that the initiating party seeks to change as well as any new proposals.

SECTION 20.02 Upon the written request of either party of the intent to modify or terminate the agreement pursuant to Section 20.01, the parties will meet as soon as practical to exchange proposals and thereafter begin negotiations as soon as practical. Negotiations will continue on a regular basis until agreement is reached or until such time the parties agree that it is not possible to reach agreement.

SECTION 20.03 The parties agree that this Agreement includes all the provisions either party desired to discuss and negotiate as of the effective date of this Agreement. The Union agrees that the provisions of this Agreement are reasonable and a conscious exercise of any rights it may claim as a labor organization certified under the provisions of the Statute. This Agreement may be reopened at any time for the purpose of amending those articles which are required to be amended by changes in laws or regulations or for the purpose of negotiating new articles on subjects not previously negotiated where such new articles would be required by changes in law or regulations. Either party may reopen the Agreement on matters for which new or extended bargaining rights are provided by statute or Executive Order. Nothing in this Section is intended to negate the rights and obligations of the parties to bargain in good faith regarding negotiable proposals, whether initiated by the Union or the Employer, which involve matters not addressed by this Agreement and which have not been expressly waived by the parties.

SECTION 20.04 At any time during the term of this Agreement, the parties may, by mutual accord, terminate, extend, change, or revise this Agreement. The party requesting the reopening shall submit a proposed agenda to the other in writing. A failure to consent to more than an annual reopening under this Section by either party shall not be the basis for the filing of any grievance under this Agreement.

SECTION 20.05 This Agreement will remain in full force and effect until the effective date of a new Agreement.

SECTION 20.06 Any supplemental agreement or modification to this Agreement shall expire at the same time as the Agreement itself. It is understood that any supplemental agreement or modification will be in writing and will be titled as such and will be dated and numbered consecutively.