

Collective Bargaining Agreement

Between

**U.S. Army Corps of Engineers
Environmental and Munitions Center of Expertise
Huntsville Engineering and Support Center**

And

**International Federation of Professional and Technical
Engineers**

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ARTICLE 1 - PARTIES TO THE AGREEMENT AND COVERAGE OF THE AGREEMENT

Section 1. General. This Agreement is between the United States Army Corps of Engineers (USACE) Environmental and Munitions Center of Expertise (EM CX), Huntsville Engineering and Support Center, hereinafter called the "Employer" and Local 97, Chapter 1, International Federation of Professional and Technical Engineers (IFPTE) hereinafter called the "Union", and collectively referred to as the "Parties".

Section 2. Recognition. As certified in Federal Labor Relations Authority (FLRA) Case No. DE-RP-08-002 dated February 27, 2008; the Bargaining Unit covered by this Agreement is described as follows:

INCLUDED: All professional Employees of the Environmental and Munitions Center of Expertise Directorate (EM-CX), U.S. Army Engineering and Support Center, U.S. Army Corps of Engineers, located in Omaha, Nebraska, and Huntsville, Alabama.

EXCLUDED: All nonprofessional Employees, management officials, supervisors, and Employees described in 5 United States Code (USC) 7112(b) (2), (3), (4), (6), and (7).

Section 3. Exclusions. The following are excluded from the Bargaining Unit and this Agreement:

- a. any management official or supervisor;
- b. a confidential Employee;
- c. an Employee engaged in personnel work in other than a purely clerical capacity;
- d. an Employee engaged in administering the provisions of Title 5 USC Chapter 71;
- e. non-professional Employees;
- f. any Employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security; or
- g. any Employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an Agency whose duties directly affect the internal security of the Agency.

Section 4. Provisions of Agreement. This Agreement shall at all times be applied in accordance with Federal laws and Government-wide regulations. To the extent that local regulations conflict with this Agreement, the provisions of this Agreement shall govern. Where the terms of this Agreement conflict with applicable Federal statutes or Government-wide regulations issued after the effective date of this Agreement, the Parties shall meet at a mutually agreed upon time and place to determine to what extent there is a need to engage in good faith bargaining.

ARTICLE 2 - GOOD FAITH BARGAINING

Section 1. Intent. The Parties agree to bargain in good faith in a cooperative working environment and will incorporate interest-based principles to reach mutually satisfactory solutions. Good faith bargaining incorporates the concept of the Parties working together in an effort to effectively and efficiently accomplish the mission; to achieve high standards of employee performance and conditions of employment; and to develop and implement modern and progressive work practices and methods to achieve the United States Army Corps of Engineers (USACE) Vision as the world's premier public engineering organization. Based upon a joint philosophy of good faith bargaining, it is our intent to resolve matters at the lowest level.

Section 2. Definition.

a. The duties and responsibilities of the Parties are to negotiate in good faith. This will include the obligation to bargain based upon the provisions of 5 USC 7114(b), for example:

(1) approach negotiations with a sincere resolve to reach a collective bargaining agreement;

(2) be represented at the negotiations by duly authorized representatives prepared to discuss and negotiate on any condition of employment; and

(3) meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays.

b. For the purposes of this Agreement, conditions of employment means personnel policies, practices, and matters, whether established by rule, regulation or otherwise, affecting working conditions, except that such term does not include policies, practices, and matters

(1) relating to the political activities prohibited under subchapter III of chapter 73 of Title 5 USC;

(2) relating to the classification of any position; or

(3) to the extent that such matters are specifically provided for by Federal statute.

Section 3. Teaming. Teaming, for purposes of this Agreement, includes the Union being informed of new policies, practices or matters affecting conditions of employment. It also includes Union participation in the development of implementation procedures and arrangements under the concept of impact and implementation.

a. The Union shall be informed of any non-deminimus change in conditions of employment proposed by the Employer at the earliest possible date, which will be prior to Employees being briefed.

b. Management and the Executive Board of the Union shall meet, upon request, to review proposed non-deminimus changes in conditions of employment proposed by the Employer.

c. The Union shall be permitted reasonable time to present its written and oral views and recommendations regarding the changes before the Employees' notification date.

ARTICLE 3 - UNION REPRESENTATION

Section 1. Intent. As the sole and exclusive representative, the Union is entitled to act for and negotiate agreements covering all Employees in the Bargaining Unit. The Union is responsible for representing the interests of all Employees in the Bargaining Unit without discrimination, and without regard to Union membership. The Union will have the right to investigate, prepare for, and conduct representational functions, as well as to consult with the Employer.

Section 2. Recognition. The Employer recognizes that the Union has the exclusive right to represent all Employees in the Bargaining Unit in negotiations and formal meetings with the Employer with regard to matters affecting the conditions of employment and grievances.

a. The Employer agrees to respect the rights of the Union and to notify the Union regarding implementation of any new or proposed personnel policies, procedures, regulations, or other matters related to or affecting the Employees or their conditions of employment.

b. The Union may designate Stewards in the various organizations having Employees in the Bargaining Unit. The Union may appoint no more than one (1) Steward per 15 employees of the Collective Bargaining Unit. Stewards and supervisors shall discuss informally items of concern in the application of the Agreement to avoid misunderstanding and to deter complaints from either Party. The Steward or Union Official may use a reasonable amount of official time to receive, investigate, prepare and present Employee complaints, grievances or appeals during duty hours.

c. The Union will supply the Employer in writing, a list of the Union Officers and officials, including Stewards not later than 30 days after the execution of this Collective Bargaining Agreement. The list will be updated as changes occur.

Section 3. Union Representation. The Union shall be given the opportunity to be represented at all formal discussions between the Employer and Employees or Employee representatives concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of Employees in the Bargaining Unit.

a. The Union has the right to represent an Employee or a group of Employees in presenting complaints.

b. The Union has the right to have a representative present at all discussions between the Employer and an Employee or Employees, held in the course of proceedings conducted to resolve grievances or appeals submitted by a member of the Bargaining Unit under the negotiated grievance procedure. The Employer will notify the Union President or designee before such discussion is held. The Union shall be

allowed a reasonable amount of time to provide a representative if a representative is not immediately available. The representative shall be permitted to present the views of the Union during the discussions.

c. The Union has the exclusive right to represent Employees in presenting grievances under the negotiated grievance procedure. An Employee or group of Employees may present a grievance themselves without representation by the Union. In any case, the Union shall have the right to be present at the resolution. The resolution must be consistent with the terms of this Agreement.

d. A Union representative shall be given the opportunity to be represented at any examination of an Employee in the Unit by a representative of the Agency in connection with an investigation if:

(1) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and

(2) the Employee requests representation.

e. The FLRA has identified the following factors that it will consider in deciding whether a discussion is formal:

(1) whether the individual who held the discussion is merely a first level supervisor or is higher in the management hierarchy;

(2) whether any other management representatives attended;

(3) where the individual meeting took place (i.e., in the supervisor's office, at each Employee's desk, or elsewhere);

(4) how long the meeting lasted;

(5) how the meeting was called (i.e., with formal advance written notice or more spontaneously and informally);

(6) whether a formal agenda was established for the meeting;

(7) whether each Employee's attendance was mandatory;

(8) the manner in which the meeting was conducted (i.e., whether the Employee's identity and comments were noted and transcribed).

Section 4. Annual Notification. The Employer shall annually inform all Employees covered by this Agreement of their rights under this Article, Section 3 (d) (commonly referred to as Weingarten Rights).

Section 5. Proposed Changes. If desired, Union or Employer must submit no later than 31 January of each year any proposed changes to current contractual language. The proposed changes shall not address more than three (3) articles of the Collective Bargaining Agreement.

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES

Section 1. Rights. Rights of Management (Employer) and Union are contained in Title 5 USC Chapter 71 as amended. Under Title 5 USC Chapter 71, each Employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right.

Section 2. Basic Employee Rights. The Employer shall inform Employees of their right to representation in accordance with 5 USC Section 7114(a)(3). Employees have the right to Union representation during any examination conducted by the Employer concerning an investigation if the Employee reasonably believes that the examination may result in disciplinary action against the Employee and he/she requests Union representation. The Employer shall hold discussions concerning investigations with Employees, and their Union representative, if any, in private.

Section 3. Employee Data and Records. The Employer will strive to achieve timely and accurate processing of Employee personnel actions and benefits changes and will provide assistance to Employees to correct errors. The Employer agrees to provide assistance when requested, to Employees on any new personnel systems affecting their benefits and entitlements under Federal programs. The Employer will allow Employees, during duty hours, to utilize automated systems and Employer software to access information and process changes to their individual records or to obtain counseling from designated personnel specialists located at various Army facilities. Such usage shall be coordinated with the Employee's supervisor. Should the Employee desire physical access to, or copies of, their records or portions thereof, the Employer will initiate prompt action to obtain them. The Parties will encourage Employees to keep copies of routine personnel documents furnished to them, and apprise them of the type of personnel documents that should be kept on a permanent basis.

Section 4. Other Employee Rights

a. The Employee has the right to file a complaint, grievance, or appeal without interference, coercion, or fear of reprisal;

b. The Employee has the right to choose their own representative in a grievance or appellate action, except when presenting a grievance under the negotiated grievance procedures of this Agreement.

ARTICLE 5 - OFFICIAL TIME FOR UNION REPRESENTATION

Section 1. Intent. A key to positive communication is sufficient time for both Parties to meet and talk with Employees to discuss issues and concerns. To that end, the Parties agree that the Union should be afforded reasonable time to perform representational functions per 5 USC 7131(d).

Section 2. Reasonable Time. All Union Officers, Stewards and designated representatives shall be afforded reasonable official time to conduct the representational duties as described in this Collective Bargaining Agreement.

Section 3. Requests for Official Time.

a. When an Officer, Steward or designated Union Representative is required to be absent from the normal work area for one (1) hour or less for representational activities, the Union Representative shall notify his or her supervisor. Such absence shall occur at a time mutually agreed upon by the Parties.

b. When an Officer, Steward or designated Union Representative is required to be absent from the normal work area for more than one (1) hour for representational activities, the Union Representative shall submit an "IFPTE Local 97, Chapter 1 Request for Official Time" (Appendix A) to their supervisor requesting approval for official time. The supervisor involved shall grant permission unless extenuating circumstances related to workload requirements cause the supervisor to deny the request. The supervisor shall adjust the workload requirements of the individual to participate in representational activities. In the event that workload requirements conflict with the Union meeting its obligatory timelines, the timelines will be adjusted to begin when permission is granted to carry out representational functions.

c. Union Representatives shall record the actual amount of official time used and will enter that time into the time and attendance system.

Section 4. General. Union Officials will be on official time as authorized by the Statute and this Article only during the time the Employee otherwise would be in a duty status.

Section 5. Exclusions. Solicitation of Union membership, distribution of literature, membership meetings, internal elections, and other internal business of the Union shall not be disruptive to work areas or conducted during the duty hours of the Union representatives or bargaining unit Employees.

Section 6. Scope.

a. Union Representatives will be authorized official time for negotiations.

b. Union Representatives will be authorized reasonable amounts of official time to prepare for processing grievances in accordance with this Collective Bargaining Agreement. Factors to consider will include the number of issues, impact, complexity, as well as the designated representative who will present each case.

c. Official time will be granted to Union Representatives and Bargaining Unit Members to distribute and discuss the executed Collective Bargaining Agreement in a large group meeting at a time mutually agreed upon by the Employer and the Union.

d. Department of Labor Reports: Up to 12 hours per Fiscal Year for preparation of information reports required under 5 USC 7120(c), including financial reports, shall be accorded one (1) Union Official.

Section 7. Representation Time. For the purposes of this Article, representation time is defined as: official time used by Union Representatives for general representation matters, formal meetings, or other meetings with management, such as committee meetings where the Parties agree the Union may attend or participate; or, official time used by Union Representatives to meet with Employees and/or their supervisors or managers to resolve specific grievances, complaints, or appeals under the negotiated grievance procedure.

Section 8. Meetings. Bargaining Unit Employees will be granted a reasonable amount of official time, if otherwise in a duty status, to meet with designated Union Stewards, participate in grievance discussions with Employer; to attend arbitration hearings; and to present oral replies to proposed disciplinary and adverse actions.

Section 9. Training. Up to 40 hours of official time per fiscal year will be granted for Union Officers and Stewards to attend training sessions, provided that such sessions are primarily designed to orient and brief such Employees in matters concerning basic statutes, regulations, policies, and negotiated agreements affecting working conditions and local personnel policies, practices, and procedures, if mutually beneficial to the Parties and not prohibited by the Statute. Time for training unused by one (1) Union Official may be used by another union official. The Union President shall submit in writing a request for training to the appropriate supervisor. The request will include the course content, location, date, hours, and name(s) of Employees attending. The supervisor involved shall grant permission unless extenuating circumstances related to workload requirements cause the supervisor to deny the request.

Section 10. Joint Labor-Management Training. The Parties may mutually agree to participate in joint labor-management training. Employer will reimburse Government employees serving as Union Representatives for travel and per diem for mutually agreed upon joint labor-management training. Reimbursement will be in accordance with the most current edition of Department of Defense's (DoD's) Joint Travel Regulations (JTR). Joint Labor-Management training will not be counted against the 40 hours per designated Union Representative training block of hours in the above paragraph.

ARTICLE 6 - DISCIPLINARY AND ADVERSE ACTIONS

Section 1. Intent. The EM CX approach to discipline promotes alignment of the penalty with the behavior or conduct. Disciplinary action taken by the Employer should be for just cause and should consider similar cases and the relevant factors given the circumstances of each individual case.

Section 2. Representation.

a. An Employee is entitled to Union representation at any examination of an Employee in the Unit by the Employer in connection with an investigation if:

(1) the Employee reasonably believes the examination may result in disciplinary action against the Employee, and

(2) the Employee requests representation (commonly referred to as Weingarten Rights).

b. If the Employee requests representation, the Employer can either not pursue further examination of the Employee until a Union Representative is present or discontinue the examination of the Employee.

Section 3. Discipline.

a. When the Employer considers counseling necessary to correct behavior or conduct, the Employer shall advise the Employee of the specific incident and clearly communicate the nature of the problem and the Employee's subsequent obligations and responsibilities. The Employee shall be encouraged to explain his or her side of the incident. Discussions of this type shall be held in private between the Employee and the supervisor. Such discussions are not considered discipline and cannot be grieved by the Employee. However, such discussions may be relied upon to establish that Employees have been made aware of their obligations and responsibilities. Following such discussions, there is no prohibition against the supervisor and/or Employee making notation of the date and subject matter for their own personal record(s). No notation or other information pertaining to informal counseling shall be included in the Employee's Official Personnel Folder (OPF).

b. If the Employer documents the content of the counseling session in writing, a copy of the written document shall be provided to the Employee. The document shall not be included in the Employee's OPF. The Employee Assistance Program (EAP) as discussed in Article (*TBD*) should be offered in the counseling document if appropriate.

c. Disciplinary actions include: admonishment, reprimand, suspension and removal. Disciplinary actions may be grieved under the negotiated grievance procedures of this Agreement.

d. Adverse actions include: involuntary reduction in pay or grade, removal, suspension of more than 14 days, and furlough of 30 days or less. Adverse actions may be appealed through the negotiated grievance procedures of this Agreement or the Merit Systems Protection Board (MSPB), but not both.

e. Prior to proposing a disciplinary action, management officials are encouraged to contact their servicing Management-Employee Relations Specialist in the Civilian Personnel Advisory Center (CPAC) for guidance and assistance and employees may contact their servicing Management-Employee Relations Specialist in the CPAC for information about rights and responsibilities regarding disciplinary procedures.

Section 4. Table of Penalties. The Employer determines the appropriate consequence and shall ensure that the penalty is properly aligned with the inappropriate behavior or conduct in light of the circumstances. The Table of Penalties for Various Offenses (Army Regulations (AR) 690-700 Chapter 751, Table 1-1) prescribes a range of consequences for various behaviors that can be used as a guideline for the Employer.

Section 5. Alternate Discipline Program (ADP). ADP gives supervisors the option of using creative forms of discipline. In deciding on the creative disciplinary action, it is at the Employer's discretion to offer innovative alternatives to formal discipline such as special projects, paper suspensions, etc. Creative forms of discipline are established in a signed agreement and are voluntarily entered into between the Employer and the Employee. By accepting alternate discipline, an Employee remains on the job without loss of pay, but must agree to improve their future conduct and waive their grievance and appeal rights.

Section 6. Procedures.

a. Disciplinary and Adverse Actions. When the Employer issues a notice of proposed disciplinary action or adverse action, the notice shall provide the Employee with at least 30 calendar days advance written notice (unless there is a reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed), stating the reason(s) for the action, including the specific instances of misconduct or unacceptable performance, the specified date(s) on which the incident occurred, the proposed disciplinary or adverse action to be taken, and the earliest date the disciplinary action could be effected. The Employer shall produce all evidence, including the names of witnesses that were relied upon to support the proposed action, to facilitate preparation of the written reply. The notice shall also advise the Employee that they have the right to Union representation. Upon receipt of the proposed action, the Employee has twenty (20) calendar days to respond in writing to the proposed action and meet with the Employer. The Employer shall issue a final written decision after receipt of the Employee's response. If the Employee does not respond within twenty (20) calendar days, the Employer will issue a final written decision.

b. If the Employee is the subject of a criminal investigation or other criminal

proceeding and a disciplinary action is taken against the Employee involving the same facts as those which gave rise to the criminal investigation or proceeding, the Employee can elect to suspend their right to file a grievance appealing the disciplinary action until official resolution of the matter. The Employee will notify the Employer of the Employee's election to suspend his or her right to file a grievance on the matter prior to the expiration of the time limit for filing grievances.

c. All Letters of Reprimand will be removed from an Employee's OPF after the expiration of the Letter of Reprimand. At the Employer's discretion the Letter of Reprimand may be removed from the Employee's OPF prior to the expiration of the Letter if the Employer feels the purpose of the discipline has been served.

Section 7. Appeals.

a. Except in cases where there is an allegation of discrimination on the basis of race, color, religion, sex, national origin, age (Employees 40 and older) or persons with disability, an Employee may appeal an action through the negotiated grievance procedures of this Agreement or to the MSPB, as appropriate, but not both. Appeals to the MSPB cover suspensions of more than 14 days, reduction in grade or pay, furloughs for 30 days or less, or removals. The Employee shall be deemed to have exercised their option to raise the matter under either the negotiated grievance procedures of this Agreement or the MSPB procedure at such time as the Employee files a grievance or an appeal with the MSPB.

b. In cases where there is an allegation of discrimination, the Employee may appeal an action through either the negotiated grievance procedures of this Agreement, the MSPB, the Equal Employment Opportunity (EEO) complaint procedure, or other statutory remedies.

Section 8. Employee Assistance Program (EAP).

a. The Parties recognize that issues regarding an employee's conduct or performance may be the result of illness, disability, substance abuse or personal issues and that enrollment in EAP (see Article *TBD*) may be of benefit to the Employee.

b. At the discretion of the Employer, initiation of adverse actions for absenteeism, misconduct, and marginal or unacceptable performance related to personal problems may be postponed provided the Employee:

(1) Voluntarily identifies that he/she has a personal problem which he/she believes may be contributing to absenteeism, misconduct, or performance problems;

(2) Enrolls in a treatment program;

(3) Furnishes Employer proof of attendance while enrolled in program; and

(4) Furnishes Employer periodic proof of attendance and evidence of progress.

c. If at any time during the above stated period the Employee fails to meet the conditions of this stay, as identified in this provision, the Employer may proceed with the discipline.

Section 9. Violence in the Work Place. The Parties agree that incidents of violence or threatening statements and/or inappropriate behavior in the work place are unacceptable and constitute an infringement of the right to work in a safe environment. If an incident should arise, the Employer shall take prompt, appropriate, and effective action to defuse the situation. The Employer may request the assistance of the Union in dealing with such situations, as appropriate. In the event the Employer believes there is a good cause for the immediate removal of an Employee from the work area or building, the Union will be notified as soon as possible.

ARTICLE 7 - GRIEVANCE PROCEDURES

Section 1. Common Goal. The Employer and the Union recognize the importance of settling disagreements and disputes fairly, simply, expeditiously, and in an orderly manner that will maintain the self-respect of the Employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

Section 2. Definition. Grievance: Any complaint-

a. by any Employee concerning any matter relating to the employment of the Employee;

b. by the Union concerning any matter relating to the employment of any Employee; or

c. by the Union or Employer concerning:

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

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

Section 3. Scope and Exclusions. This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation, application or violation of law, regulations, or this Agreement; conditions of employment; or prohibited personnel practice charges, and disciplinary and adverse actions. It shall apply to all matters indicated above, whether or not set forth in this Agreement. This grievance procedure does not apply to:

a. Any claimed violation of Subchapter III of 5 USC Chapter 73 (relating to prohibited political activities);

b. Retirement, life insurance or health insurance;

c. A suspension or removal under 5 USC Section 7532 (national security reasons);

d. Any examination, certification or appointment; and

e. Classification of any position which does not result in reduction in grade or pay for an Employee.

Matters covered under Sections 4303 (unacceptable performance) and 7512 (adverse actions) of 5 USC., may be raised, at the discretion of the grieved Employee, to the MSPB provided the Employee has not filed a grievance on this matter under this Agreement. An Employee may take, through the statutory appeals process, any prohibited personnel practice defined in law, provided that the Employee has not filed a formal grievance on the matter under this Agreement.

Section 4. Representation

a. The Union, an Employee or a group of Employees may undertake a grievance. Only the Union or representative approved by the Union may represent Employees in grievances covered by this Article. Any Employee or group of Employees may personally present a grievance and have it adjusted without representation by the Union. If an Employee or group of Employees elects to represent themselves, the Union shall be notified and be given the opportunity to be present at any meeting or discussion between the Employee or Employees and any representative of the Employer. The Union shall also be provided simultaneously a copy of any written grievance, decision, settlement or proposed settlement provided by the Employees or the Employer. The Union may be a party to all formal discussions and the grievance process. In exercising their rights to present a grievance, Employees and their representatives will be free from restraint, coercion, discrimination or reprisal.

b. In an Employer-initiated grievance, the Employer shall inform the Union in writing of its selected representative at the time of filing a grievance.

c. Upon receipt of an employee's grievance, management officials are encouraged to contact their servicing Management-Employee Relations Specialist in the Civilian Personnel Advisory Center (CPAC) for guidance and assistance pertaining to processing the grievance and employees may contact their servicing Management-Employee Relations Specialist in the CPAC for information about rights and responsibilities regarding grievance procedures.

Section 5. Grievance Content. A grievance must contain a clear statement of the complaint being made and the specific relief or remedy requested. It must include detail sufficient to enable the Employer or the Union to investigate and assess the grievance. Grievances alleging a violation of or failure to comply with, the terms of this Agreement must identify the Article and specific provision(s) thereof that form the basis of the grievance.

Section 6. Grievance Procedure. Grievances initiated by the Employee or the Union on behalf of the Employee shall adhere to the following procedure. If any of the participants of the grievance are not available to personally attend any of the meetings discussed below, the meeting(s) may be conducted via telephonic conference call(s) or any other method mutually agreed upon by the Parties.

a. STEP 1

(1) A grievance must be presented in writing, to the grievant's immediate supervisor.

(2) All grievances must be reduced to writing within fifteen (15) work days of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident within such time. In that case, the written grievance must be submitted within fifteen (15) work days of the date the grievant first became aware of the incident. In no instance may a grievance be filed more than one (1) year from the date of the act or occurrence which gave rise to the grievance, unless it involves a pay or benefits issue.

(3) A Step 1 meeting will be scheduled within five (5) work days from receipt of the written grievance.

(4) The Step 1 official shall provide the grievant a written decision on the grievance normally within fifteen (15) work days from the last meeting.

b. STEP 2. If the Employee is not satisfied with the decision of the first step supervisor, the Employee or his/her representative shall, within five (5) workdays after receipt of the decision, provide a written notice to the Director informing that the Employee is elevating his/her grievance to the 2nd Step. The second step grievance must be in writing and include the following:

(1) A statement that the Employee is filing a grievance in accordance with the Agreement.

(2) The Name of Union Representative (if any)

(3) The nature of Grievance specifying violations of Agreement, law, and regulations, etc.

(4) A statement that the grievance has gone through the first step of the grievance process.

(5) A copy of the 1st Step Grievance and the 1st Step Decision

(6) Personal Relief Sought

Within five (5) working days of the submission of the 2nd Step grievance, the Director shall schedule a meeting. The Director shall render a written decision to the Employee and the Union President with minutes (if taken), documentation, and the basis for the decision within ten (10) workdays after the meeting.

c. STEP 3

(1) If the Union is dissatisfied with the Step 2 decision it, may request Alternative Dispute Resolution (ADR). ADR must be requested in writing within five (5) work days from receipt of the Step 2 written decision. If the Parties mutually agree to utilize ADR, the following procedures will apply:

(a) A request for the mediator will be submitted by the Union within ten (10) work days from the date of receipt of the Step 2 decision.

(b) Costs of mediation will be split between the Union (50%) and the Employer (50%).

(c) If the dispute is unresolved following ADR, the Union may proceed to arbitration.

(2) If the Union is dissatisfied with the Step 2 decision, no timely decision is issued, or ADR is not utilized, the Union may proceed to arbitration.

Section 7. Union-Employer Grievance Procedures. Union initiated grievances shall be presented to the EM CX Director. Employer initiated grievances shall be presented to the Union President. In either case, such grievances must be presented within ten (10) work days from the occurrence, or from the time the grieving Party first became aware of the incident or occurrence. Representatives of the Parties shall schedule a meeting within ten (10) work days, to attempt to resolve the grievance. Upon mutual agreement of the Parties, ADR may be utilized in accordance with Section 6 of this Article; or either Party may submit the matter to arbitration in accordance with the provisions of this Agreement.

Section 8. Time Limits. Failure to Comply. All time limits contained in this Article shall be strictly observed, unless waived or extended by mutual agreement of the Parties in writing. Failure by the Union or Employee to adhere to the time limitations for filing a grievance at any step of the procedure will result in cancellation of the grievance. If the Employer fails to adhere to the time limits, the Union or the Employee may proceed to the next step.

Section 9. Service of Grievances and Grievance Decisions. Grievances and grievance decisions must be served at each step of the procedures established by this Article by United States Postal Service; hand delivery to the appropriate person's office, desk, or work station; or via email with read-receipt. Service on a group of Employees not utilizing Union representation shall be made on any single member of the group with a copy to the Union President.

Section 10. Expansion of Issues. New issues shall not be raised by either Party unless they have been raised during the Step 1 procedure. All issues must be related to the subject of the grievance as written and submitted. New issues, for purposes of this Section, mean complaints arising out of a different set of facts that should have properly been the subject of a different grievance. Additional legal arguments or related facts and evidence acquired after Step 1 are not considered "new issues."

Section 11. Identical Grievances. When the Employer and the Union agree that a group of Employees have identical grievances, a grievance of one (1) Employee shall be selected by the Union for processing and all decisions for that one (1) grievance shall be binding on the other grievances.

ARTICLE 8 - ARBITRATION

Section 1. Applicability. Any grievance under the terms of this Agreement which is not resolved may be subject to binding arbitration. Arbitration may be invoked only by the Union or the Employer.

Section 2. Preliminary Procedures

a. Notice. Either the Union or the Employer may invoke arbitration by serving a notice on the other within ten (10) work days following receipt of the final decision under Article 7. The notice shall identify the grievance and the specific relief requested and shall be signed and dated by an authorized representative on behalf of the Party submitting the matter to arbitration. If either Party fails to invoke arbitration within the time specified, the right to seek arbitration shall be waived. Once scheduled, the date may only be changed by mutual agreement in writing.

b. Selection. Within five (5) work days from invoking arbitration, the Party that invoked arbitration shall request a list of five (5) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within five (5) work days from receipt of the list of arbitrators from FMCS, the moving Party shall schedule a meeting to select an arbitrator. At that meeting, the Parties shall toss a coin to determine who shall go first. Each Party shall then strike one (1) name from the list alternately, repeating this procedure until only one (1) name remains from the list. The remaining name becomes the selected arbitrator for the Parties.

c. Scheduling. Upon selection of the arbitrator, the moving Party shall submit notification to FMCS as to the arbitrator selected. Within five (5) work days of the receipt of the arbitrator's acknowledgement of appointment, the Parties will attempt to communicate with the arbitrator to select an agreeable date for the submission of the stipulation of facts or to deal with any questions regarding the arbitrability of a case/issue (if any). The Parties, in conjunction with the arbitrator selected, shall agree upon a date to conduct a hearing when it is determined that a hearing will be necessary. Hearings will normally be held on the Employer's premises at a convenient site, during regular day-shift work hours.

d. Fees and Expenses. If the Parties resolve the grievance prior to an arbitration hearing, the arbitrator's cancellation fee, if any, shall be borne equally by the Parties. If a Party requests arbitration and later withdraws the request for any reason other than resolution, that Party shall bear the full cost of any cancellation fee imposed by the arbitrator. Once the date for arbitration has been established, any Party that unilaterally requests an arbitration hearing be postponed, delayed, canceled, and/or withdrawn for whatever reason shall pay any fees associated with such action. If a transcript is desired, the Party requesting the transcript shall bear the cost. Where both Parties desire the transcript, the cost will be equally borne by the Parties.

The Party desiring a transcript shall make arrangements for transcription services, If both Parties desire a transcript, the Employer will make arrangements for transcription services.

(1) Employee Case. All costs for the arbitrator shall be borne 50% by the Employer and 50% by the Union unless the arbitration is cancelled or the case is settled by the Parties as stated above.

(2) Union-Employer Initiated Case. All costs for the arbitrator shall be borne by the losing Party. The arbitrator will determine the losing Party, or will proportion the fee based on the percentage of the case that the Parties win or lose, if there are several issues.

Section 3. Arbitrator's Authority and Decision

a. Arbitrator's Authority. The arbitrator's decision shall be final and binding. The arbitrator shall have the authority to resolve any questions of arbitrability and define the explicit terms of this Agreement, and Employer and/or Agency policies, as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this Agreement or published Agency policy.

b. Arbitrator's Decision. In rendering a decision, the arbitrator shall issue detailed findings of fact and conclusions of law setting forth the basis for the decision. In cases where the arbitrator directs that particular relief be provided, the arbitrator shall issue findings of fact and conclusions of law setting forth the basis on which the relief has been ordered.

c. An arbitrator will be requested at the hearing to render a decision as quickly as possible after the close of the record, but, in no event, later than thirty (30) calendar days after the submission of briefs unless the parties mutually agree to extend that time limit.

Section 4. Arbitration Process

a. The process to be utilized by the arbitrator may be one (1) of the following:

(1) A stipulation of facts to the arbitrator may be used when both Parties agree to the facts and issues to be submitted, and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., will be jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

(2) An arbitrator inquiry may be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary (e.g., inspecting work sites, taking statements).

(3) An arbitration hearing shall be used when a formal hearing is necessary to develop and establish the facts relevant to the issue(s). The formal hearing is convened and conducted by the arbitrator.

b. The Parties may mutually agree on a stipulation of facts to the arbitrator or the parties may mutually agree to an inquiry or hearing. If the Parties cannot mutually agree on a stipulation of facts the issues will be presented by the Parties on the day of the hearing for the arbitrator's decision.

c. The Parties may mutually agree to direct the arbitrator to simplify or eliminate a written opinion when using the process in a, b, or c in Section 3 (above).

d. Each issue or question submitted to arbitration shall include the following:

- (1) Questions at issue
- (2) Statement of Facts
- (3) Position of the Union
- (4) Position of the Employer

e. If the Parties are unable to agree upon a joint submission, they each will file their own version of the issues/facts to be decided by the arbitrator. If a question arises concerning whether or not a defined grievance or stated issue is arbitrable under the provisions of this Article, the question will be submitted in writing to the arbitrator for a ruling prior to the Parties going forward on the merits. This section does not preclude either Party from raising such issue at any time prior to the hearing or a final submission on the issues.

Section 5. Arbitrability Issues

a. Availability of Witnesses and Parties. Each Party shall have sole discretion to determine who may testify on their behalf. In some instances, witnesses may be permitted to participate in the hearing or provide testimony over the telephone. As necessary, the grievant(s), grievant's representative and witnesses for each Party, in duty status shall be excused from duty to participate as a Party, or to testify as a witness, in the arbitration hearing without charge to leave or loss of pay unless otherwise provided by agreement of the Parties or on the order of the arbitrator on good cause shown.

b. Testimony. All witnesses who testify in an arbitration hearing shall be placed under oath by a person qualified to administer oaths.

c. Arbitrator's Decision.

(1) In rendering a decision, the arbitrator shall issue detailed findings of fact and conclusions of law setting forth the basis for the decision. In cases where the arbitrator directs that particular relief be provided, the arbitrator shall issue findings of fact and conclusions of law setting forth the basis on which the relief has been ordered.

(2) An arbitrator will be requested at the hearing to render a decision as quickly as possible after the close of the record, but, in no event, later than thirty (30) calendar days after the joint submission of briefs unless the Parties mutually agree to extend that time limit.

d. Arbitration Disputes. Any dispute regarding the application or implementation of the arbitrator's award may be returned to the arbitrator for resolution. Such disputes may be returned by either Party. It is understood that returning disputes does not extend the time in by which either Party must file an appeal of the award.

Section 6. Exceptions to Arbitration Awards and Judicial Review

a. Either party may file an exception with the FLRA to the arbitrator's award in any matter other than those described in 6.b. below. Such exception must be filed within thirty (30) calendar days of the issuance of the decision in accordance with Authority procedures. If no exception is filed, the arbitrator's decision and remedy shall be final and binding.

b. Within thirty (30) calendar days of issuance of the arbitrator's decision, either party may seek judicial review of the decision on matters that could have been appealed to the MSPB. Such review will be sought in a Court of Claims or a United States Court of Appeals in accordance with the provisions of 5 USC Section 7703.

ARTICLE 9 - UNFAIR LABOR PRACTICES

Section 1. Intent. The Parties recognize the mutual benefits to be gained from in-house resolution of potential Unfair Labor Practices (ULPs) and agree to work together to resolve them.

Section 2. Informal Process. The Party alleging a ULP will notify the other Party in writing of the circumstances surrounding the allegation. The Director and the Union President, or their designated representatives, shall schedule a meeting within five (5) working days after receipt of the allegation in an effort to resolve the issue(s). During this informal period, both Parties agree not to file a ULP with the FLRA. When both Parties agree to the informal resolution, they will take action to correct and/or prevent the recurrence of the circumstances that precipitated the allegation.

Section 3. Formal Process. If the Parties do not agree on an informal resolution, then either Party may file a ULP.

Section 4. Right to File. No part of this Article shall be construed as a waiver of either Party's right to file a ULP in cases where the issue is unresolved or the statutory time limit (180 days) would otherwise be violated.

ARTICLE 10 - DUES WITHHOLDING

Section 1. Intent. Employees may elect the use of payroll deductions to pay Union dues. The Employer will promptly process these requests.

Section 2. Payroll Deductions. The Union will provide a completed Standard Form (SF)-1187 to the appropriate payroll office. The dues deduction shall be effective not later than one (1) full pay period following receipt of the SF-1187 in the payroll office. Any such [dues] assignment may not be revoked for a period of one (1) year per 5 USC 7115(a).

Section 3. Remittance of Dues.

a. The Agency will request the payroll office to remit the dues withheld after each pay period to the IFPTE Local 97, Chapter 1 account of record.

b. The Agency will request the payroll office to provide the Union Treasurer a Union Dues Deduction Report with the following information: identification of the payroll office reporting the data; pay period ending date; names of members whose dues are being forwarded to the Union and the amount of dues withheld; and the amount remitted to the Union local.

Section 4. Termination of Deductions:

a. Voluntary. Voluntary termination of payroll deductions will be effective no earlier than the first full pay period on or after the anniversary date of the initial assignment of the dues withholding. Following the first anniversary of dues assignment, a revocation may only be effected on the first full pay period after each subsequent anniversary date provided the form or request is received in the Payroll Office on or prior to the anniversary date. Employees who want to terminate payroll deductions will contact the Union for an SF-1188, or obtain one from the internet and submit it to the payroll servicing office.

b. Automatic. The deduction is automatically terminated if the Union no longer has exclusive recognition as described in Article 1 of this Agreement, or the Employee ceases to be eligible for inclusion in the Bargaining Unit. Allotment of dues shall be terminated at the beginning of the first full pay period after the payroll office has been notified.

Section 5. Changes in Dues:

a. The Union President will provide written notification of changes in the amount of payroll deduction to the appropriate payroll office.

b. Changes in the amount deducted will be effective not later than one (1) full pay period following receipt by the payroll office of the Union's notification of a change in the dues structure.

ARTICLE 11 - INCIDENTAL USE OF GOVERNMENT EQUIPMENT

Section 1. General. The Employer and Union recognize Employees are called upon to deliver more and better services to a public that continues to expect ever-increasing improvements in service delivery. Much of this productivity increase has come about through the use of modern information technology such as computers, facsimile machines, and the Internet. This technology has raised new opportunities for its use by Employees to live their lives more efficiently in balance with the overriding imperative that American taxpayers receive the maximum benefit for their tax dollars.

Section 2. Limited Personal Use of Government Equipment. EM CX personnel are permitted limited use of Government office equipment for personal needs if the use does not interfere with official business and involves minimal additional expense to the Government. This limited personal use of Government office equipment should take place during the Employee's non-work time. Government office equipment including information technology includes, but is not limited to: personal computers and related peripheral equipment and software, library resources, telephones, facsimile machines, photocopiers, office supplies, Internet connectivity and access to internet services, e-mail, etc.

ARTICLE 12 - DURATION OF AGREEMENT

This Agreement shall remain in effect for a period of three (3) years from the date of approval by the Department of Defense and from year to year thereafter unless either party shall notify the other party, in writing, of a desire to renegotiate this Agreement. A request to renegotiate this Agreement must be submitted to the other party not more than 105 nor less than 60 days prior to the initial expiration date or any subsequent annual expiration date. If a request to renegotiate this Agreement is submitted accordingly by either party, this Agreement will remain in effect until a new or revised Agreement is finalized and approved.

In Witness Whereof, the Parties Hereto have Executed this Agreement on the 23rd
Day of April 2010.

Reviewed by:

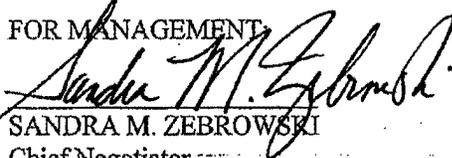

ASHLEY S. TYSON
Civilian Personnel Advisory Center

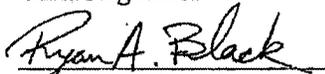
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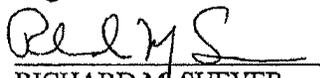

ANIELLO L. TORTORA
Colonel, US Army
Commander
Engineering and Support Center Huntsville


DON B. BASS JR.
President
IFPTE Local 97, Ch.1

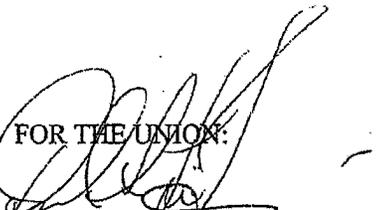
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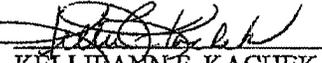

SANDRA M. ZEBROWSKI
Chief Negotiator

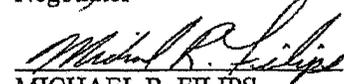

RYAN A. BLACK
Negotiator


RICHARD M. SUEVER
Negotiator

FOR THE UNION:


DAVID S. LAFEMINA
Chief Negotiator


KELLIBANN F. KACHEK
Negotiator


MICHAEL R. FILIPS
Negotiator


EDWIN B. BAVE IV
Negotiator

Approved by the Department of Defense on May 21, 2010

APPENDIX A - IFTPE LOCAL 97, Chapter 1 Request for Official Time

To: Supervisor's Name _____
Office Symbol _____
Date of Request _____

I, _____ (Name), hereby request the following approximate amount of official time to engage in union representational activities as identified below:

T&A Code & Description	Requested	Actual Time Used
BA-Term Negotiations		
BB – Mid-Term Negotiations		
BD – Labor/Management Relationship		
BK - Grievance and Appeals		

Place of Activity _____

Time of Meeting _____

Date of Activity/Meeting _____

Signature of Employee: _____

Approved: _____ Disapproved: _____

Reasons(s) for disapproval:

Alternate time/date designated (within two (2) working days): _____

Signature of Supervisor: _____

APPENDIX B - ACRONYMS

AR – Army Regulations
ADP - Alternate Discipline Program
ADR - Alternative Dispute Resolution
AWOL - Absence Without Leave
AWS - Alternative Work Schedule
BUER - Bargaining Unit Employee Report
BUS – Bargaining Unit Status
CBA – Collective Bargaining Agreement
CFR - Code of Federal Regulations
CoS - Chief of Staff
CPAC - Civilian Personnel Advisory Center
CPOC - Civilian Personnel Operating Center
CWS - Compressed Work Schedule
DA - Department of the Army
DoD - Department of Defense
DOT – Department of Transportation
EAP - Employee Assistance Program
EEO - Equal Employment Opportunity
EM CX - Environmental and Munitions Center of Expertise
EOD - Entry on Duty
FLRA - Federal Labor Relations Authority
FLSA - Fair Labor Standards Act
FMCS - Federal Mediation and Conciliation Service
FWS - Flexible Work Schedule
IDP- Individual Development Plan
IFPTE - International Federation of Professional and Technical Engineers
JTR - Joint Travel Regulation
LWOP - Leave Without Pay
MMD - Manpower Manning Document
MSPB - Merit Systems Protection Board
OPF - Official Personnel Folder
OPM - Office of Personnel Management
PD - Position Description
PIP - Performance Improvement Plan
RIF - Reduction-in-Force
SES - Senior Executive Service
SF – Standard Form
T&A – Time and Attendance
TDY - Temporary Duty
ULP - Unfair Labor Practice
USACE - United States Army Corps of Engineers
USC - United States Code
VERA - Voluntary Early Retirement Authority
VSIP - Voluntary Separation Incentive Payment

APPENDIX C - DEFINITIONS

Consultation - A discussion between representatives of the Employer and the Union for the purpose of obtaining information, exchanging ideas, and seeking opinions on various issues affecting Employees. It is not mandatory that the end result of consultation be agreement between Parties.

Employer – United States Army Corps of Engineers (USACE) Environmental and Munitions Center of Expertise (EM CX), Huntsville Engineering and Support Center

Parties – Employer and Union

Union – IFPTE Local 97, Chapter 1