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# Collective Agreement

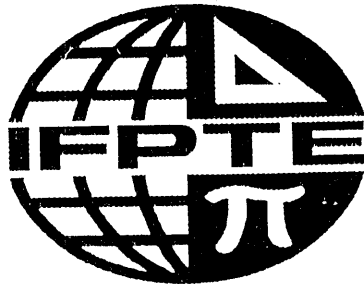
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Between the

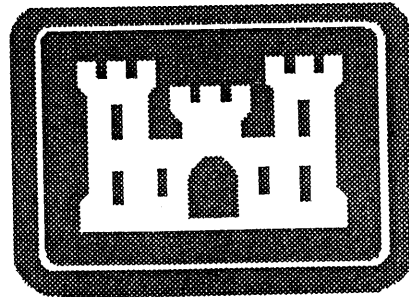
U.S. Army Corps of Engineers, Northwestern Division, HQ

AND

International Federation of Professional & Technical Engineers  
Local 97



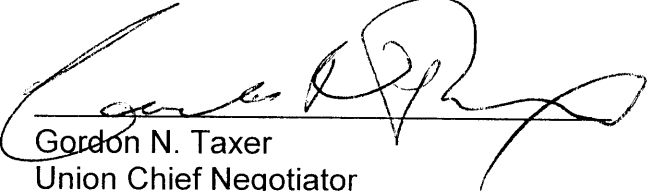
INTERNATIONAL FEDERATION OF  
PROFESSIONAL AND TECHNICAL ENGINEERS  
AFL-CIO & CLC



IN WITNESS WHEREOF the parties hereto have entered into this AGREEMENT:

FOR THE NORTHWESTERN DIVISION

  
\_\_\_\_\_  
William E. Branch  
Management Chief Negotiator

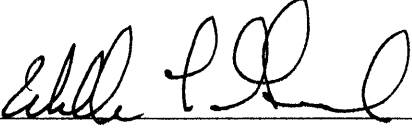
  
\_\_\_\_\_  
Gordon N. Taxer  
Union Chief Negotiator

Negotiating Teams

Employer  
Debra K. Wagner  
Dan L. Tosoni

Union  
Richard L. Maskil  
Patti L. Lee

EXECUTED

  
\_\_\_\_\_  
William T. Grisoli  
Brigadier General, U.S. Army  
Division Engineer

  
\_\_\_\_\_  
Date

APPROVED BY THE DEPARTMENT OF DEFENSE (DODCPMS-FAS)

12 DECEMBER 2003

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**AGREEMENT BETWEEN**  
**U.S. ARMY CORPS OF ENGINEERS**  
**NORTHWESTERN DIVISION**  
**AND**  
**INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS**

**PREAMBLE**

This Collective Bargaining Agreement constitutes a basic agreement between the Headquarters, Corps of Engineers, Northwestern Division, hereinafter referred to as the 'Employer,' and Local 97 of the International Federation of Professional and Technical Engineers, hereinafter referred to as the 'Union.' This Agreement is pursuant to the labor-management relations policy set forth in Title VII of the Civil Service Reform Act of 1978, and is subject to all applicable laws and regulations.

It is the intent and purpose of the parties hereto to promote and improve administration of the Federal service and the well being of employees within the meaning of the CSRA, to establish a basic understanding relative to personnel policies, practices, procedures, and matters affecting general conditions of employment within the jurisdiction of the Employer, and to provide means for amicable discussion and adjustment of matters of mutual interest.

NOTE: All references to employees in this Agreement apply to both sexes and whenever the male gender is used, it shall be construed to include both males and females.

**ARTICLE I  
CONSULTATION AND NEGOTIATION**

**1.1 CONSULTATION.** The Employer and the Union have the responsibility to conduct consultations in good faith. They agree to make every reasonable effort to resolve all the differences that may arise in the administration of this Agreement. Either party desiring or having a need to consult with the other relative to interpretation or application of this Agreement shall give timely notice to the other party. Consultation shall take place as soon as practicable. The Union, by its participation in consultation, does not waive its rights to negotiate on appropriate matters. Management will inform the Union of proposed reorganization/realignment actions in advance of releasing official oral or written information to employees or the public. The management notice to the Union will provide details of the nature of the action(s) to be taken and the anticipated schedule for implementation.

**1.2 SCOPE OF NEGOTIATIONS.** The Union has the right to negotiate with respect to changes of personnel policies and practices related to working conditions. Appropriate arrangements for bargaining unit employees adversely affected by the exercise of management rights will be negotiated with the Union.

**1.3 PROCEDURE FOR NEGOTIATIONS.** The Employer will provide the Union adequate time to respond to proposed changes. Requests for negotiations shall state specific subjects to be discussed in the proposed negotiations sessions. Prior to any negotiation, as necessary, the parties will meet to set up mutually agreeable ground rules.

**1.4 IMPASSE.** When the parties to this Agreement cannot agree on a negotiable matter, either or both parties may seek the service of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either party or both may seek the services of the Federal Service Impasses Panel in resolving the issue(s).

**ARTICLE II  
DESIGNATION OF UNIT**

**2.1 DEFINITION.** The Employer recognizes that the Union is the exclusive bargaining representative for all employees included within the bargaining unit. The bargaining unit includes, and this Agreement covers, these employees:

Included: All professional and nonprofessional employees assigned to the U.S. Army Corps of Engineers, Northwestern Division Headquarters.

Excluded: Management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2)(3)(4)(6) and (7), and any employees represented by an existing labor organization.

**ARTICLE III  
DISCIPLINE AND ADVERSE ACTIONS**

**3.1 GENERAL.** Discipline and adverse actions against employees will be based on just cause, will take into consideration the Department of the Army Table of Penalties, and will be designed and intended to motivate all employees in the maintenance of reasonable standards of conduct.

**3.2 REPRESENTATION.** Employees of the bargaining unit are entitled to Union representation at any investigation, which they reasonably believe may result in disciplinary action being taken against them. If the employee requests such representation, no further questioning will take place until the Union has been afforded the opportunity to be present.

**ARTICLE IV  
DURATION**

**4.1 EFFECTIVE DATES.** This Agreement will become effective on the date it is approved by the Department of Defense Civilian Personnel Management Service Field Advisory Service or thirty-one (31) days after signature by the Division Engineer if no action is taken by the Field Advisory Service. It shall remain in force for three (3) years from the date of approval and from year to year thereafter unless either party shall notify the other party in writing no more than one hundred and five (105) days or less than sixty (60) days prior to the anniversary date of the desire to terminate or renegotiate the agreement. When renegotiation is in progress, this Agreement will be extended until negotiations are completed.

**4.2 MID-TERM BARGAINING.** After this Agreement has been in effect for 18 months, either party may request negotiations on up to two (2) articles by giving the other party 60 days notice of that intent. Changes resulting from such negotiations require the same approval process as the basic agreement.

**4.3 SUPPLEMENTS.** Supplements to this Agreement may be executed by mutual agreement of both parties and also require the same approval process as the basic agreement.

**ARTICLE V  
GRIEVANCE PROCEDURE**

**5.1 PURPOSE.** The purpose of this grievance procedure is to provide for orderly resolution of complaints by employees or the Union with the Employer.

**5.2 SCOPE.** This negotiated grievance procedure shall be the exclusive procedure for resolving complaints included in its coverage. Exclusions from this procedure shall be:

- a. Any claimed violation of law relating to prohibited political activities;

- b. Retirement, life insurance or health insurance;
- c. Any examination, certification or appointment or the classification of any position which does not result in the reduction in grade or pay of any employee;
- d. A suspension or removal affected in the interests of national security;
- e. EEO complaints;
- f. Actions taken at the direction of Office of Personnel Management (OPM) or Merit System Protection Board (MSPB);
- g. Separation for failure to satisfactorily complete a trial or probationary period;
- h. Non-selection for promotion from a group of properly ranked and certified candidates;
- i. Termination of a temporary promotion or appointment;
- j. Any letter of proposed action;
- k. Reduction-in-force actions;
- l. Granting or not granting performance awards, quality step increases, or honorary awards;
- m. Adopting or not adopting suggestions or inventions;
- n. A decision that is subject to final administrative review by OPM or the Equal Employment Opportunity Commission (EEOC); and
- o. The substance of performance plans.

**5.3 APPLICATION.** The Employer and the Union recognize that grievances may be personal in nature and that aggrieved employees have the right to present their own grievances. A grievance may be undertaken by the Union, an employee, or a group of employees. If two or more employees have substantially identical grievances and wish to pursue them under this Article, the Union may file its own grievance for all concerned employees. Only the Union may represent employees in such grievances; however, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union provided the Union is given the opportunity to be present at all grievance proceedings.

**5.4 CHOICE OF FORUMS.** Matters related to unacceptable performance, removal, reduction in grade or pay, suspension longer than fourteen (14) calendar days, furlough up to thirty (30) calendar days or less which also falls under the negotiated grievance

procedure may, at the discretion of the aggrieved employee, be raised either under the appellate procedures of the MSPB or the negotiated grievance procedure, but not both. An employee shall be deemed to have exercised his option at the time he timely files the notice of appeal under the appellate procedures or timely files a written grievance under the negotiated grievance procedure, whichever occurs first.

**5.5 PROCEDURE.** The following procedures are established for the resolution of grievances:

a. Alternative Dispute Resolution (ADR) (Optional initial step by mutual consent of the grievant, Union and Employer). ADR techniques include a broad range of approaches for dealing with conflict and seeking solutions satisfactory to all parties. These techniques include, but are not limited to problem solving, mediation, facilitation, conciliation, early-neutral evaluation, fact-finding, settlement conferences, ombudsmen, peer review, and arbitration. Procedures to be used will be established by the Partnership Council when this step is selected to initiate resolution of a matter. Upon initiating ADR, the time frames for the following steps will be held in abeyance until it has been determined that resolution is not possible through ADR. At that time, the grievance will be processed in accordance with steps 1 through 4 as indicated below.

b. Step 1: The grievance shall first be taken up by the grievant (and representative or steward, if the grievant elects to have one) with the immediate supervisor, or at the lowest level management official with authority to render a decision. If the employee is grieving against his immediate supervisor, he may elect to advance to step 2 of this procedure. The time limit to initiate a grievance in those cases will be the same as specified in Step 1, (1).

(1) The grievant, (either employee or Union) shall notify the immediate supervisor of the grievance within twenty-five (25) working days of the act or event that the employee believes created the problem, or the date the employee became aware of (or could reasonably have become aware of) the act or event, whichever is later. The employee may present a matter of concern regarding a continuing practice or condition at any time with time limit calculated based upon the most recent incident of this continuing practice. Extensions may be granted by mutual agreement. This notification shall be in writing.

(2) The written presentation of the grievance must contain the following information:

(a) The identity of the aggrieved employee and the work group in which he/she is employed.

(b) The details of the grievance and a brief summary of what action has been taken.

(c) The date the employee became aware of the violation and the date the grievance is submitted.

(d) The article(s) of this Agreement, laws, rules and/or regulations allegedly violated, or the incident to which the grievance applies.

(e) The remedy desired.

(f) The name of the representative, if any. The supervisor shall have fifteen (15) working days to attempt to resolve the grievance and shall notify the grievant of his decision. This notification shall be in writing.

c. Step 2: Within fifteen (15) working days after receipt of the decision on this grievance, or expiration of the time limit if no reply is received, the grievance may be presented by the aggrieved or his representative to the next higher level of management for review and possible resolution. The supervisor shall have fifteen (15) working days to attempt to resolve the grievance and shall notify the grievant of his decision. This notification shall be in writing.

d. Step 3: If the grievant is not satisfied with the decision rendered at this level of review, the written grievance may be submitted to the Deputy Division Engineer for the Northwestern Division or his designee within ten (10) working days. The Deputy Division Engineer or his designee will attempt to resolve the grievance expeditiously. The written decision will be given the aggrieved employee and the Union within twenty (20) working days of the management official receiving the grievance.

e. Step 4: If the decision on a grievance processed under this procedure is not satisfactory, the Union (either as grievant or as representative of the employee grievant(s)), may refer the issue to arbitration. The notice referring an issue to arbitration must be within 10 workdays following receipt of the decision by the aggrieved party.

## **5.6 ARBITRATION.**

a. Selecting the Arbitrator: Within five (5) workdays from the date of receipt of a valid arbitration notice, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of five (5) impartial persons qualified to act as arbitrators. Any fees charged by the FMCS for provision of such a list will be borne by the party requesting arbitration. A brief statement of the nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The parties shall meet within (5) workdays after the receipt of such list to select an arbitrator. If they cannot agree upon one of the listed persons, the Employer and the Union will alternately strike one arbitrator's name from the list of five (5) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. First strike will be by the Union. The party requesting arbitration may withdraw the grievance at any time prior to

the actual convening of a hearing or submission of the case to the arbitrator; any cancellation fees will be paid by the party withdrawing the grievance, unless mutually agreed otherwise.

b. Procedure: If the parties fail to agree to a joint submission of the issue for the arbitrator, each shall make a separate submission and the arbitrator shall determine the issue or issues to be heard. Questions as to the grievability or arbitrability shall be raised immediately with the arbitrator in the same proceedings as the arbitration of the grievance on its merits. The arbitrator shall render a decision expeditiously. The arbitration hearing will be held on or near the Employer's premises during the regular day shift hours of the basic work week. Employee participants in the hearing shall be in a duty status. Any dispute over the interpretation or application of the arbitrator's award shall be returned to the arbitrator for settlement, including remand of awards.

c. Expedited Arbitration: When both parties agree on the facts and agree that a hearing would serve no useful purpose, then each party may submit their arguments to the arbitrator with a written request for a decision based on the facts. A mutually agreeable time limit for decision may be imposed on the arbitrator.

d. Arbitrator's Decision: The arbitrator's award shall be binding on the parties, except that either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority (FLRA). When an exception is filed, implementation of the award shall be stayed until such time as the authority renders a decision. The arbitrator shall have no power to add to or subtract from, disregard or modify any of the terms of this Agreement.

e. Fees:

(1) The arbitrator's fee and expenses of the arbitration shall be borne seventy percent (70%) by management and thirty percent (30%) by the Union.

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

**5.7 TIME EXTENSIONS:** If mutually agreed upon in writing, the time frame specified in the Article for an individual grievance may be changed. If the Employer fails to meet the time limits specified, the grievance will automatically advance to the next step of grievance procedure. If the grievant fails to advance his/her grievance from one step to the next within the specified time limits, the grievance will be considered resolved.

## **ARTICLE VI OFFICIAL TIME**

**6.1 AUTHORIZED USE.** The Union and the Employer agree that the acceptance of a position as a Union representative carries with it the duty of fair representation of all

bargaining unit employees and the obligation to perform the duties of their positions as Federal employees. Consequently, up to twelve (12) Union representatives are authorized to use reasonable and necessary amounts of official time for purposes in accordance with this Agreement. The Union shall notify management of those representatives who are entitled to use official time. This official time shall be used as described throughout the articles of this contract for the administration of this contract but shall not be used for any internal Union business.

In no case will official time be used for any of the following:

a. Internal Union business including, but not limited to, solicitation of membership, collection of dues or other assessments, general Union meetings, circulation of petitions, solicitation of signatures on dues withholding authorization forms, or campaigning for labor organization office.

b. Any of the functions outlined in Article 6.2 which might result in a request or the payment of overtime, compensatory time, or accumulation of credit hours.

**6.2 TRACKING OFFICIAL TIME.** The Human Resources Office shall keep a running record of time spent by each representative by using the attached Official Time Release Accounting Form submitted by the supervisor, on authorized activities under the following headings: (1) Grievances; (2) Negotiations; (3) Representation of bargaining unit employees; (4) Training; (5) Inspections, investigations and visitations regarding safety concerns and hazards; (6) Participation in meetings related to this Agreement at the request of management; and (7) Partnership Council activities.

In order to facilitate this accounting of Official Time, each Union representative using official time will notify his or her supervisor, or designee, on an Official Time Release Accounting Form as follows:

a. The Union representative's supervisor, or designee, will verbally approve or disapprove requests for official time. The Union representative will make a reasonable effort to notify their supervisor, the designee when applicable, or when necessary, the next level in the supervisory chain for release. The representative may normally expect an immediate response, but in no case more than two (2) hours after submitting the request, the representative will be provided a response from the supervisor, or designee, on approval or disapproval of the request.

b. The request will be granted if, in the opinion of the supervisor, it does not disrupt or delay on-going work, it is compatible with workload priorities, relates to authorized Union duties, and is of mutual concern to the Employer and the Union. The amount of time spent away from the workstation will be reasonable and will be the minimum essential to conduct business authorized by this Agreement. If permission cannot be granted because of pressing work requirements, the Union officer or trustee will be granted permission as soon as possible thereafter. The Union officer or trustee will obtain permission from the supervisor of the employee(s) to be contacted.

c. It is recognized, that Union representatives may be approached by individuals seeking assistance that merely need to be referred to the appropriate office or organization for assistance or to be informed that the matter at hand is not something in which the Union is involved. Union representatives may use up to fifteen (15) minutes performing representational duties in any one (1) day without requesting official time. However, if the cumulative time spent equals fifteen (15) minutes, then an Official Time Release Accounting Form must be submitted to ensure this time is recorded as official time. Further, the representative may spend no additional official time without submitting an Official Time Release Accounting Form and receiving advance approval of their supervisor.

**6.3 UNION-SPONSORED TRAINING.** The Employer agrees to grant official time to bargaining unit members who are Union representatives for the purpose of attending Union-sponsored training sessions, provided the training is not related to internal Union business and is of mutual benefit to the union and management. Official time for this purpose will not exceed a total of 160 hours in a calendar year. A written request for official time will be submitted to the Director of Human Resources, through the employee's supervisor, for approval at least two (2) weeks in advance of the proposed training. The request will contain a copy of the course agenda and information about the duration, purpose, and nature of the training.

**OFFICIAL TIME RELEASE ACCOUNTING FORM**

Name: \_\_\_\_\_

Week of: \_\_\_\_\_ Week of: \_\_\_\_\_

	MON	TUES	WED	THURS	FRI	MON	TUES	WED	THURS	FRI	Total
Grievance:											0
Negotiation:											0
Meeting called by Management:											0
Training:											0
Representation:											0
Partnership Council:											0
Safety:											0
<b>Total:</b>	0	0	0	0	0	0	0	0	0	0	0

Supervisor's Signature and Date: \_\_\_\_\_

**ARTICLE VII**  
**OFFICIAL FACILITIES AND SERVICES**

**7.1 SPACE.** The Employer agrees to provide meeting area space as designated by management in all the NWD Office locations on a space available basis, for appropriate Union meetings and activities.

Arrangements for space shall be made and cleared through the appropriate space control authority. The Union shall be responsible for policing and restoring the assigned space to its original condition after each meeting. The Employer will provide the Union reasonably equipped office space at each NWD office location, with computer, printer, facsimile, and speaker phone away from normal work stations and available for use by Union representatives for representational purposes. All equipment provided for the Union facilities will be excess equipment and when the Union has a replacement need, they will receive first priority consideration of excessed equipment. This may be a joint-use facility, at the Employer's discretion, available to others on request. The Union will maintain the calendar for scheduling and use of the facility. The specific location may be changed as necessary during the life of the contract.

**7.2 LISTS.** The Employer will furnish a list of all employees in the bargaining unit to the Union at the beginning of each month. Lists will contain name, position, title, grade, organizational unit, and entry on duty date for the Agency for each bargaining unit employee.

**7.3 INTERNAL MAIL.** The internal mail service of the Employer shall be available for use by the Union, including that made necessary by the dual locations of NWD offices. Approved use includes representational materials and communications with management and excludes internal Union business. These provisions apply to physical mail service and electronic mail systems.

**7.4 TELEPHONE SERVICE.** Employer will provide telephone service (including the use of video teleconferencing facilities) to the Union for representational purposes.

**7.5 COPY MACHINES.** Small volume copying jobs (i.e., less than 150 total copies) may be performed by the Union on agency-owned copying equipment. Materials to be copied will be for representational purposes only.

**7.6 BULLETIN BOARD.** Employer will provide a tamperproof bulletin board at each NWD office location for Union use.

**7.7 TRAVEL.**

a. Employer will provide travel and per diem for Union representatives as necessary to perform fair representation of the bargaining unit members for joint meetings with management and for negotiations. Specific requests for representation or

other matters may be submitted by the Union for management's consideration and approval.

b. For Union sponsored training, the Employer will establish procedures for the Union to utilize government rates for travel at no additional expense to the Employer.

## **ARTICLE VIII RIGHTS AND OBLIGATIONS**

**8.1 MUTUAL OBLIGATIONS.** The Employer and the Union agree to meet and confer as necessary to promote a positive labor-management relations program and to be open and honest in all such interactions. The Employer and the Union are committed to the existing partnership agreement.

**8.2 EMPLOYEE'S RIGHTS.** 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. Except as otherwise provided by law, such right includes the right:

a. To act for labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities;

b. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees; and

c. The Employer shall, on an annual basis, inform employees of their rights to Union representation as prescribed in 5 U.S.C. 7114(a)(3).

**8.3 EMPLOYER RIGHTS.** The Employer retains its rights as described in Title 5, U.S.C., Section 7106.

a. Management Rights.

(1) to determine the mission, budget, organization, numbers of employees, and internal security practices of the agency; and

(2) in accordance with applicable laws -

(a) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

- (3) with respect to filling positions, to make selections for appointments from
  - (a) among properly ranked and certified candidates for promotions; or
  - (b) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the Agency mission during emergencies.

b. Nothing in this section shall preclude an Agency and any labor organization from negotiating -

(1) At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(2) Procedures which management officials of the agency will observe in exercising any authority under this section; or,

(3) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

#### **8.4 UNION RIGHTS.**

a. The Union has the right to organize the bargaining unit and to designate representatives of their choosing for the purpose of collective bargaining, the prosecution of grievances, and employee management relations without fear of restraint, interference, coercion, or discrimination.

b. The Union shall be given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances, personnel policies and practices, and other matters affecting general working conditions of the employees in the unit.

c. The Union as the exclusive representative is responsible for representing the interest of all employees in the unit it represents without discrimination and without regard to labor organization membership. This responsibility extends only to those matters in which the Union is the exclusive representative: collective bargaining and grievance and arbitration process. The Union is not required to represent or assist employees in any other matters, such as proposed disciplinary or adverse actions, MSPB appeals, Agency Equal Opportunity complaints, Worker Compensation claims, and other appeal procedures. Employees with questions regarding the Union's obligation of fair representation should contact a Union representative or the FLRA for explanation.

**ARTICLE IX  
DUES DEDUCTIONS**

**9.1 UNION OBLIGATION.** The Union Agrees to:

a. Distribute to its bargaining unit members the standard allotment form (SF-1187). An allotment may be submitted at any time. The allotment will be effective on the first complete pay period for which the deductions may be made.

b. Deliver the completed copies of SF-1187 to the applicable Payroll Customer Service Representative after review and concurrence of bargaining unit status by the Division Human Resources Office.

c. Educate its bargaining unit members on the program for allotment for payment of dues, its voluntary nature and the uses and availability of the required form.

d. Certify to the Payroll Office the amount of its dues. (Dues are the regular periodic amounts required to maintain an employee as a member in good standing of the Union. Initiation fees, special assessments, back dues, fines, and similar items shall not be considered as dues). Such amounts will be shown on the authorization form at the time the Payroll Office initially receives it. The amounts will remain unchanged until the Union certifies to the Payroll Office that the amounts of the regular dues have changed. Such changes will not be made more frequently than twice each twelve (12) months. Upon receipt of such a certification, the Payroll Office, on the first complete pay period for which the deductions may be made after receipt or on a later date if requested by the Union, will begin to withhold the certified amount of dues.

e. Promptly notify the Payroll Office in writing when a Union member of the Unit is expelled or for any reason ceases to be a member in good standing. If such notice is delivered later than two (2) working days prior to the close of the pay period, the Union will accept the allotment for the former member and will reimburse him therefore.

f. Designate in writing, to be furnished the Payroll Office the name, title and address of the specific officer of the Union authorized to receive remittance for allotment dues withheld. This designation may be changed by appropriate written notice to the Payroll Office. Such notice will be given at least fifteen (15) days prior to the effective date of new designation.

**9.2 EMPLOYER OBLIGATION.** The Employer agrees to:

a. Withhold from the pay of a bargaining unit employee the amount stated in the SF-1187 submitted by and for such employee via the Union;

b. remit the dues withheld biweekly to the designated officer of the Union, together with a listing of names of all others and the amounts withheld; and

c. provide SF-1187's and SF-1188's to the Union without cost.

**9.3 DURATION.** It is jointly agreed that:

a. Allotments arising under this Agreement will remain in effect as long as the Union is the exclusive representative for the unit.

b. An allotment shall be terminated when an employee leaves the unit as a result of any type of separation, transfer, or other personnel action other than detail. Termination will be effective about the date of separation or transfer. Full deduction will be withheld for the pay period during which the separation or transfer takes place if the employee has sufficient earnings.

c. An eligible employee may revoke their allotment for payment of dues to be effective in the first full pay period on the annual anniversary of the contract. Such revocation can only be effective after the employee's dues deduction has been in effect for one full year. Revocation may be accomplished by completing SF-1188 (Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues). Allotment revocation forms (SF-1188) can be obtained from the Union or the Human Resources Office. The Human Resources Office will forward them to the Payroll Customer Service Representative as appropriate. A copy will also be provided to the Union within (5) working days.

**ARTICLE X  
WORK SPACE**

**10.1** Management and the Union will work together on the Steering Committee to cooperatively provide the maximum work space possible for each bargaining unit employee. Seating for one visitor will be provided with each work station.

**ARTICLE XI  
COMMITTEES**

**11.1 POLICY.** The Employer and the Union recognize that employees at all levels make outstanding achievements and significant contributions to the mission of the Employer and to constructive labor-management relations.

**11.2 UNION PARTICIPATION.**

a. The Employer agrees that the Union may have one (1) representative on each of the following committees who will meet upon the call of the Chairperson:

- Incentive Awards Committee
- Training Committee
- Safety Committee
- Information Resource Management Steering Committee

- Ionizing Radiation Control Committee
- Equal Employment Opportunity Action Committee
- Threat Management Committee

b. The Union will nominate a representative for each committee to the Deputy Commander for consideration and approval. The role on the committee is to review and make recommendations to management.

c. The Union may request to participate on any other Division committee that may affect working conditions.

## **ARTICLE XII MERIT PROMOTION**

**12.1 POLICY.** The Northwestern Division will comply with the provisions of the West Region Merit Promotion and Placement Plan dated 11 August 2003.

**12.2 SELECTIONS AND NOTIFICATIONS.** The selecting official will notify non-selected Division employees prior to announcement of the selection. At the request of the non-selected employees, the selecting official, or designated representative, will provide counseling to improve promotion potential.

**12.3 ASSIGNMENT OF HIGHER GRADED WORK.** When an employee is assigned to a higher graded position for more than fourteen (14) days and is expected to perform the full scope of the position, they will be temporarily promoted if qualified.

## **ARTICLE XIII CARPOOL PROGRAM AND PARKING**

**13.1 POLICY.** There will be a negotiated carpool program that is executed under a separate formal agreement and signed by management and the Union. This Agreement will address the process for determining the need for and number of Employer provided carpool spaces, definition of terms, allocation process, assignment priorities, and timeframes for review process. This Agreement will also provide for bicycle and motorcycle parking.