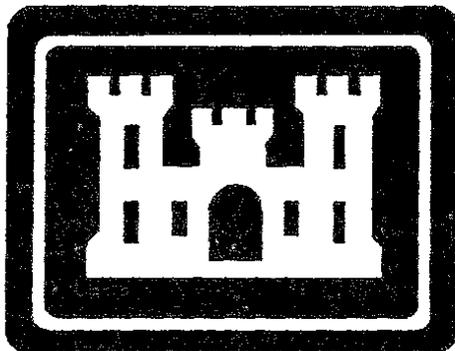


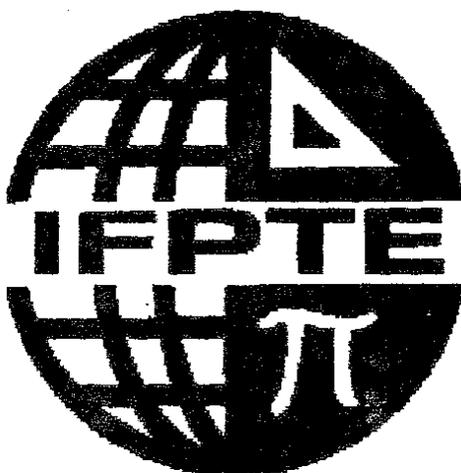
December 2002

**NEGOTIATED AGREEMENT
BETWEEN**



**US ARMY ENGINEER DISTRICT
NEW YORK**

AND



**INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS
LOCAL 98
AFL-CIO & CLC**

Table of Contents

	<u>Page</u>
Preamble	3
Article 1: Recognition And Unit Designation	4
Article 2: Management's Rights	5
Article 3: Rights of Employees	6
Article 4: Disciplinary And Adverse Actions	8
Article 5: Grievance Procedure	12
Article 6: Alternative Dispute Resolution	20
Article 7: Arbitration	22
Article 8: Official Time and Union Representation	25
Article 9: Health And Safety	28
Article 10: Negotiations	29
Article 11: Union Office And Equipment	31
Article 12: Promotions	33
Article 13: Savings Clause	34
Article 14: Duration	35
Signature Page	36
Separate Memorandum of Understanding (MOU) Attachments	37

PREAMBLE

In accordance with the provisions of Title VII of the Civil Service Reform Act, 1978, hereinafter referred to as the CSRA, the following articles of this basic agreement constitute the total agreement by and between the U.S. Army Corps of Engineers, New York District (CENAN), hereinafter referred to as the Employer, and the International Federation of Professional and Technical Engineers, Local 98, AFL-CIO-CLC, hereinafter referred to as the Union. The terms "she" and "he" used in this Agreement refer to the appropriate gender.

The intent and purpose of this Agreement is to promote the well-being of the employees of the U.S. Army Corps of Engineers, New York District, and to improve the effectiveness and efficiency of the Employer within the meaning of the CSRA. All unit employees will be treated fairly and equitably.

The Parties hereto concur that this can be accomplished by means of amicable discussion and through the establishment of common understandings relative to personnel policies, practices, procedures, and matters affecting working conditions, except those excluded by the CSRA. Now, therefore, the Parties hereto agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

Section 1.1 Therefore, be it resolved that labor organization and collective bargaining in the Civil Service are in the public interest.

Section 1.2 The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Section 1.3 of this Article.

Section 1.3 The unit to which this Agreement is applicable is all professional and non-professional employees of the U.S. Army Corps of Engineers assigned to the New York District, excluding all management officials, supervisors, employees on all floating plant of U.S. Army Corps of Engineers, New York District, student temporary hires, summer hire appointments and temporary employees with less than six months continuous service with the U.S. Army Corps of Engineers, New York District, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4) (6) and (7).

Section 1.4 The employer recognizes that the Union and its representational duties are in the best interest of the New York District.

ARTICLE 2

MANAGEMENT'S RIGHTS

Section 2.1 In accordance with Section 7106 of the CSRA, the Employer retains the following rights:

a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency;

b. in accordance with all applicable laws, rules, and regulations (rules and regulations are negotiable as appropriate):

(1) 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,

(2) 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) properly ranked and certified candidates for promotion; or (b) any other appropriate source; and

(4) to take whatever actions may be necessary to carry out the agency mission during emergencies. The agency recognizes that implementation of actions are subject to the collective bargaining agreement except during circumstances beyond management's control.

ARTICLE 3
RIGHTS OF EMPLOYEES

Section 3.1 The Employer and the Union agree that: Any unit employee shall have the right without fear of penalty or reprisal, to either join or assist the Union, or to refrain from such activity, and such employee shall be protected in the exercise of such right.

Such rights include the right:

- a. to act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the executive branch of government, the Congress or other appropriate authorities, and
- b. to engage in collective bargaining including mid-term bargaining as defined in Article 14 with respect to conditions of employment through representatives chosen by employees under the CSRA as amended, i.e. any new policy affecting conditions of employment for bargaining unit employees of the Corps of Engineers, New York District.

Section 3.2 Each employee shall have the right to bring those matters of personal concern to the attention of appropriate officials of the Employer through the employee's normal chain of command, the Union, EEO, IG or any other appropriate source for obtaining relief for their concerns, which affect conditions of their employment.

Section 3.3 Each unit employee has the right to become a member of the Union, subject to the Union's rules for dues and to execute a written authorization for payment of dues

through payroll deductions administered by the Employer under the Parties' separate Memorandum of Understanding (MOU).

Section 3.4 In the exercise of the provisions of this Agreement, the Employer will treat all bargaining unit employees with respect, fairly and equitably.

Section 3.5 Employees will be provided with timely annual performance evaluations that reflect specific accomplishments and information discussed between the supervisor and the employee throughout the rating period, in accordance with the Total Army Employee Evaluation System (TAPES) regulation.

ARTICLE 4

DISCIPLINARY AND ADVERSE ACTIONS

Section 4.1 Disciplinary and adverse actions will be initiated by the Employer only for just cause. The action taken and the penalty imposed will be consistent with that which may be reasonably expected to correct the employee's behavior, maintain good discipline and morale, and is consistent with applicable laws and regulations and promote the efficiency of the Federal service. It serves the interests of the Parties, as partners, to ensure disciplinary and adverse actions not be arbitrary or capricious, and not otherwise unreasonable, and supported by facts. Management will initiate and conclude disciplinary and adverse actions in a manner in which a reasonable and prudent person would consider timely.

Section 4.2 Disciplinary actions include informal actions (i.e., oral admonishments and letters of caution or requirement) and formal actions (i.e., letters of reprimand, suspensions of fourteen (14) calendar days or less). Adverse actions include suspensions for more than fourteen (14) calendar days, removal, reduction in grade or pay, or a furlough for thirty (30) calendar days or less.

Section 4.3 Disciplinary Actions

a. Prior to initiating disciplinary action against a bargaining unit employee, the immediate supervisor, or other appropriate management official, will make an inquiry or investigation to assure himself of the facts of the case. If the findings of such inquiry or investigation indicates that formal disciplinary action may be warranted, a written notice will state the time, place and date of a meeting, the employee's right to a Union representative at the meeting if the employee so desires, and an explanation of what the incident being investigated is about and when it occurred. Written notice will be given to the employee five (5) working days prior to the meeting. The meeting will be held with the employee while he is in a duty status.

b. If it is determined by the Employer that disciplinary action is warranted, disciplinary action will be initiated in a timely manner after the conclusion of the inquiry/investigation and consideration of all other pertinent factors.

c. In the case of informal actions, if a written record is prepared, it will state the specific reasons why the action is being taken and it will be issued in a timely manner.

d. In the case of a written reprimand, which is a formal disciplinary action, the letter of reprimand will contain a sufficiently detailed description of the violation, infraction, conduct, or offense for which the employee is being reprimanded to enable the employee to fully understand the charges against him or her. Such specifics as the time, place, date and a description of the incident giving rise to the formal disciplinary action will be included in the letter. The letter of reprimand will be issued in a timely manner.

e. In the case of a proposed suspension, which is also a formal disciplinary action, the letter of proposal will contain the specific reasons for the action being taken, where the employee and his/her Union representative may review the file on the case that was relied

upon by the Employer to support the charges, and the name of the deciding official to whom the employee may direct their response concerning the proposed suspension. This notice will be issued in a timely manner. The employee and the Union representative will be given official time, if otherwise in a duty status, to review the material contained in the case file, and develop a response. The employee will have fifteen (15) working days after the receipt of the letter of proposal to reply orally and/or in writing. A written request for an extension will not be unreasonably denied. The letter of decision to suspend the employee will state the specific reasons for the suspension, the effective date of the suspension, and the time limit for grieving the suspension. The final decision letter will be provided to the employee in a timely manner, and the employee will furnish a copy of the decision letter to the Union representative if the employee is represented by the Union.

f. Bargaining unit employees may grieve disciplinary actions listed in Section 4.2 of this Article in accordance with the negotiated grievance procedure contained in this agreement.

4.4 Adverse Actions (described in Section 4.2):

a. Prior to initiating adverse action against a bargaining unit employee, the immediate supervisor, or other appropriate management official, will make an inquiry or investigation to assure him/her of the facts of the case. If the findings of such inquiry or investigation indicates that adverse action is warranted, a written notice will state the time, date and place for a meeting, the employee's right to a Union representative if the employee so desires, and an explanation of what the incident being investigated is about. Written notice of the meeting will be given to the employee five (5) working days prior to the meeting. The meeting will be held while the employee is in a duty status.

b. When it is determined by the Employer that adverse action is warranted the adverse action will be proposed in a timely manner after the conclusion of the initial meeting, inquiry/investigation and consideration of all other pertinent factors.

c. The employee will be informed in writing of the proposed adverse action via the notice from the proposing management official. The proposal notice provided in a timely manner, will state, specifically and in detail, all the reasons for the proposed action, as provided in applicable law, rule and regulation. The notice shall also inform the employee where the material on which the proposed action is based may be reviewed by the employee and his Union representative. The employee and his representative will be allowed official time, if otherwise in a duty status, to review the material relied upon to support the charges specified in the proposal notice, and to secure statements, affidavits and other evidence to include in the oral and/or written reply. If the employee chooses to reply orally, and/or in writing, the employee and the Union representative, if any, will be granted official time to attend the reply meeting. The employee shall have fifteen (15) working days to reply orally and/or in writing to the proposing official. A written request for an extension will not be unreasonably denied.

d. When it is determined by the Employer that adverse action is warranted, the notice of decision will be issued in a timely manner. The written notice of decision to the employee will note which charges in the notice of proposed adverse action have been sustained and which have not been sustained. The adverse action decision notice will specify the effective date of the action, and the employee's options available for appeal are grievance procedure, MSPB or EEOC. Probationary employees should be similarly instructed as to their appeal of adverse action in the manner outlined in applicable law.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1 The Employer and the Union recognize and endorse the importance of identifying and adjudicating grievances according to the timelines in this article and in an orderly and equitable manner consistent with the principles of good management and the terms of this agreement. Both Parties are encouraged to conduct thorough investigations at each step of the grievance as it progresses. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision. The initiation of a grievance by an employee shall not cast any reflection on their standing with the Employer or on their loyalty and desirability to the organization, nor shall any employee fear reprisal, nor should the grievance be considered as a reflection on the Employer.

Section 5.2 The purpose of this Article is to provide a mutually satisfactory and expeditious method for the consideration and settlement of grievances of the Parties including an employee's personal concerns which affect conditions of employment. A grievance is defined in the statute as any complaint:

(a) By any unit employee concerning any matter relating to the employment of the employee.

(b) By the Union concerning any matter relating to the employment of any unit employee.

(c) By any unit employee, the Union, or the Employer concerning any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

(d) By the Union or the Employer relating to the application, interpretation, or breach of this Agreement.

Section 5.3 Employees of the unit may present their own grievances without assistance from the Union. The Union will be notified by the Employer and have an opportunity to be present at any discussion(s) including the adjudication, concerning the grievance. If the adjudication rendered when an employee is not represented by the Union, in the judgment of the Union, is inconsistent with this Agreement, the Union shall have the right to appeal such adjudication as provided in Section 5.9 of this Article. The employee may not personally invoke arbitration, only the Union may invoke arbitration.

Section 5.4 This grievance procedure shall be the sole procedure available to the Union, the Employer, and unit employees for resolving issues within its coverage (including claims arising under the Fair Labor Standards Act (FLSA), except as provided under the CSRA, Section 7121 (2) (c). Matters excluded from this procedure by the provisions of the CSRA and agreement of the Union and the Employer are those concerning:

(a) Any alleged violation of law relating to prohibited political activities (currently defined in 5 U.S.C. Section 7323 through 7326, also known as the "Hatch Act");

(b) Retirement, life, or health insurance;

- (c) Any examination, certification or appointment
- (d) A suspension or removal effected in the interest of national security under Section 7532 of Title 5;
- (e) The classification of any position which does not result in the reduction in grade or pay of an employee;
- (f) Separation for failure to satisfactorily complete a trial or probationary period;
- (g) The content of published Department of Army policy or regulation;
- (h) Termination of a temporary promotion or appointment unless the circumstances surrounding the termination of a temporary promotion or appointment are otherwise grievable on their own merits;
- (i) Reduction in force actions;
- (j) Any letter of proposed action.

Section 5.5

(a) Employees may grieve letters of reprimand or counseling and suspensions of fourteen (14) calendar days or less under the provisions of this Article. If the grievance involves an adverse action (removal, suspension of more than fourteen (14) calendar days, reduction in grade, reduction in pay, and furlough of thirty (30) calendar days or less), the employee has three avenues of recourse. The employee may 1) grieve the adverse action under this Article; 2) appeal the adverse action to the Merit Systems Protection Board; or 3) file an EEO complaint (if appropriate). The employee may only elect one option. An employee will be deemed to have exercised his/her option when he/she files a timely grievance in writing or initiates an action under the applicable MSPB or EEOC procedure.

(b) In an adverse action appeal hearing before the MSPB, an employee may be represented by a Union representative. Official time is authorized for a Union representative. The appellant and any witnesses during the presentation of the hearing will be allowed administrative time to appear before the MSPB. Official time will be authorized for the Union representative to prepare for an MSPB hearing. A Union representative and Employer representative may be present as observers subject to possible exclusion if the presiding official closes the MSPB hearing or any part of the MSPB hearing. Administrative time is authorized for a Union subject matter expert who is a New York District employee.

Section 5.6 Any grievance shall be taken up by the aggrieved employee with the Employer within twenty (20) working days after the grievant's awareness of the event out of which the grievance arose. Prior to initiating a formal grievance the Union and the responsible management official can attempt to resolve the issue(s) informally. The informal grievance process shall consist of a meeting with the grievant, the responsible management official and the Union representative to discuss the issue(s) in an attempt to resolve them to the satisfaction of the Parties. If this process does not resolve the issue(s) within twenty (20) working days, the formal grievance procedure may be initiated.

(a) Step 1: Employees shall submit their grievance in writing to the responsible management official (the supervisor or management official below the Commander normally having authority to make decisions on the matter(s) involved in the grievance) within twenty (20) working days after the grievant's awareness of the event out of which the grievance arose. The grievance will be submitted in writing. The written statement

will include a narrative of the grievance and the remedy sought by the grievant. The responsible management official will hold a meeting with the grievant and the Union representative within five (5) working days of receipt of the grievance to discuss the facts of the grievance. The meeting will be conducted at a place that ensures the privacy of the discussion. The responsible management official, the grievant, the Union representative and any other persons having relevant contributions to the resolution of the grievance may attend the grievance meeting. The responsible management official will issue a written decision on the grievance to the Union representative within ten (10) working days of the grievance meeting. Official time is authorized for Union representatives, administrative time for employees and witnesses.

(b) Step 2: If the decision rendered by the responsible management official in Step 1 was not acceptable, the grievance, and a copy of the responsible management official's decision in Step 1, shall be submitted in writing to the Division or Office Chief within five (5) working days from the receipt by the Union of the decision issued by the Step 1 responsible management official. The Division or Office Chief (or his designee) will hold a meeting with the grievant and the Union representative within ten (10) working days of receipt of the grievance to discuss the facts of the grievance. The meeting will be conducted at a place that ensures privacy of the discussion. The Division or Office Chief (or his designee), the grievant, the Union representative and any other persons having relevant contributions to the resolution of the grievance may attend the grievance meeting. The Division or Office Chief (or his designee) will issue a written decision on

the grievance to the Union representative within ten (10) working days of the grievance meeting.

(c) Step 3: If the decision rendered in Step 2 by the Division or Office Chief (or his designee) was not acceptable, the grievance, and a copy of the decisions rendered by management in Step 1 and 2, shall be submitted in writing to the District Commander. It shall be submitted within ten (10) working days of the receipt by the Union of the decision issued in Step 2 by the Division or Office Chief (or his designee). The District Commander (or his designee) will hold a meeting with the grievant and the Union representative within ten (10) working days of receipt of the grievance to discuss the facts of the grievance. The meeting will be held at a place that ensures privacy of the discussion. The District Commander (or his designee), the grievant, the Union representative and any other person having relevant contributions to the resolution of the grievance may attend the grievance meeting. The District Commander (or his designee) will issue a written decision on the grievance to the Union representative within ten (10) working days of the grievance meeting. If the grievance is not resolved by Step 3 the Union or the employee grievant (in the event that the employee proceeds without Union representation) may request that the grievance be mediated with assistance from the Federal Mediation and Conciliation Service in accordance with the procedure described in Article 6. If the matter is not resolved by mediation, the Union or the Employer may pursue the grievance to arbitration in accordance with the procedure outlined in Article 7 of this agreement.

Section 5.7 The Parties will adhere to the time limits specified in this Article which may be extended by mutual agreement of the Parties. Requests for an extension of the time limits specified in this Article will not unreasonably be denied, if not excessive, and all such extensions will be requested with at least three (3) days advance notice. If Management exceeds any time limits specified in this Article, the Union may proceed directly to the next step of the grievance procedure. If Management exceeds any of the time limitations in Step 3, the Union may serve Management with a notice to proceed with either mediation or arbitration. If Management fails to act within five (5) working days of this notice, the Union may request mediation under Article 6 or proceed with arbitration under Article 7.

Section 5.8 By mutual agreement of the Parties, Steps 1 and/or 2 of the grievance procedure may be waived.

Section 5.9 Should any grievance arise between the Employer and the Union, the moving Party (either Union or Employer) will inform the other Party in writing of such grievance within twenty (20) working days after the grievant becomes aware of the event, action, inaction or occurrence prompting the complaint. The President of the Union and the District Commander (or their designees) will meet within fifteen (15) working days of such notification and make an earnest effort to resolve the matter through discussion. Within ten (10) working days of the meeting, the respondent Party will reply in writing to the moving Party on its position concerning the disputed issue(s). If upon receipt of the respondent's reply the grievance is not resolved, the moving Party may request that the

grievance be mediated with assistance from the Federal Mediation and Conciliation Service in accordance with Article 6 or refer it to arbitration under the provisions of Article 7 of this Agreement.

Section 5.10 In the event two (2) or more employees file a grievance on essentially the same matter, and within approximately the same time frame, the Employer and the Union by mutual consent, and with the concurrence of the grievant, may combine the grievances and process them as one grievance.

ARTICLE 6

ALTERNATIVE DISPUTE RESOLUTION

Section 6.1 Any grievance not resolved by the last step of the grievance process may be mediated with assistance from the Federal Mediation and Conciliation Service. Either Party can request mediation. The Party requesting mediation must notify the other Party of its desire to engage in mediation within 10 days after receipt of the last step decision. Each Party will carefully consider the request for mediation and will not arbitrarily decline. If the Party receiving the mediation request declines, they will inform the other Party within 10 days of their decision. If the Parties agree to mediate, the requesting Party will submit any necessary forms to the FMCS within 10 days after the agreement to mediate. The mediator's findings are non-binding unless agreed to in writing by the Parties. The date of the mediator's findings will be considered the conclusion of the mediation process. If the Employer or the Union disagree with the mediator's findings, they can bring the grievance to arbitration in accordance with Article 7. The Parties will share equally in any fees and expenses of mediation.

Section 6.2 Government employees involved in the mediation will receive official time in order to prepare for and participate in the mediation. The mediation shall be held at a location mutually acceptable to the Parties during the regularly scheduled workweek and work hours.

Section 6.3 When the Union and the Employer have agreed that a matter is to be submitted to FMCS, representatives of the Parties will meet as soon as possible to present issues to the mediator. During the session the mediator may make recommendations to attempt to assist the Parties to resolve the grievance on mutually agreeable terms.

Section 6.4 The mediator shall not change, modify, alter, delete or add to the provisions of this Agreement, which is the prerogative of the Employer and the Union only. Neither shall the mediator's assistance be contrary to applicable laws, which are binding to the Parties.

ARTICLE 7

ARBITRATION

Section 7.1 If the Employer and the Union fail to settle any grievance processed in accordance with the negotiated grievance procedure of Article 5 and the mediation procedure of Article 6 (where applicable) then such grievance shall, upon written request by the Party desiring arbitration, be referred to arbitration. Such written request shall be submitted to the Union President or the District Commander no later than fifteen (15) working days following the receipt of the final decision pursuant to Article 5 or upon the conclusion of the mediation procedure under Article 6.

Section 7.2 When the Union or the Employer has served notice that a matter is to be submitted to arbitration, representatives of the Parties will meet no later than fifteen (15) work days after receipt of such notice to attempt to mutually agree on the selection of an arbitrator. If agreement on an arbitrator cannot be reached, the requesting Party shall immediately request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) impartial persons qualified to act as an arbitrator for the grievance. The cost of the filing fee for the FMCS to provide the list of arbitrators will be equally shared by the Parties. The Parties may, by mutual agreement, set parameters of experience for the list to be provided by the FMCS (i.e., familiarity with federal service regulations, knowledge of overtime procedures, etc.). The Parties shall meet within five (5) work days after receipt of the FMCS list of arbitrators to select an arbitrator. If the Parties cannot agree on one (1) of the listed arbitrators, then the Employer and the Union will each strike an arbitrator's name from the list of seven (7) arbitrators and the Parties shall

repeat the process until only one name is remaining. The remaining name shall be the duly selected arbitrator for the grievance.

Section 7.3 The fee and per diem expenses of the arbitrator shall be borne equally by the Employer and the Union. The arbitration hearing shall be held during the regularly scheduled work week. The employee representatives, the aggrieved employee, and witnesses shall be excused from duty to participate in the arbitration proceeding. The Parties shall pay for their own transcripts, if such is desired. If the arbitrator requests a transcript, the cost will be borne equally. The hearing shall be held at a location mutually acceptable to the Parties during the regularly scheduled work week.

Section 7.4 The Parties shall communicate in advance of the arbitration hearing in an attempt to agree on a joint submission of the issue(s) for arbitration. If the Parties fail to agree on a joint submission, each Party will prepare a statement of what it believes the issue(s) to be. The arbitrator will have final authority to determine the issue(s) to be decided. The Parties will furnish to each other and the arbitrator a list of witnesses and copies of the exhibits it intends to offer into evidence within twenty (20) working days of the arbitration date. A request for an extension of time to provide the information specified in this Section will not be unreasonably be denied.

Section 7.5 The arbitrator will be requested by the Parties to render his decision as quickly as possible, but in any event, no later than twenty (20) calendar days after the closing of the record unless the Parties otherwise agree. The arbitration award will be

binding except that either Party may file an exception to an arbitrator's award with the Federal Labor Relations Authority (FLRA) under the regulations prescribed by the Authority.

Section 7.6 The arbitrator shall not change, modify, alter, delete, or add to the provisions of the Agreement. Such is the prerogative of the Employer and the Union only. Neither shall the arbitrator's award be contrary to applicable laws or regulations which are binding on the Parties.

Section 7.7 In the event that a dispute between the Parties involves issues of grievability or arbitrability, the arbitrator shall decide any such issues before proceeding to the merits. It is the intention of the Parties that such a determination by the arbitrator on issues of arbitrability or grievability shall be made by the arbitrator the day of the scheduled hearing on the merits, if possible, and if the grievance is found arbitrable and/or grievable, the hearing on the merits would immediately follow.

ARTICLE 8

OFFICIAL TIME AND UNION REPRESENTATION

Section 8.1 The employer agrees that Union representatives shall have reasonable and sufficient time away from their duty station, known as official time. Official time will be used to conduct appropriate representational functions related to partnering, labor management relations, employee activities and personal concerns that are authorized by the Federal Service Labor-Management Relations Statute and this agreement. Official time shall only be utilized for representational and Union purposes during the time the employee otherwise would be in a duty status. The Union will be provided official time to meet with elected representatives, attend training sessions and conferences concerning mutually beneficial labor/management issues impacting all bargaining unit employees.

Section 8.2 The Employer agrees that all Union officials shall have official time away from their duty station, during duty hours, to meet with other bargaining unit employees and other Union officials, prepare, attend meetings, do research, compose and print responses to any disciplinary or adverse actions and/or grievances and any appeal thereof. Official time will also be granted to discuss any other issue(s) concerning conditions of employment and personal concerns.

Section 8.3: Union representatives and bargaining unit employees will provide as much advanced notice as possible to their supervisor before representational activities require their absence from the duty station. Supervisors will concur promptly, unless specific and critical work-related requirements do not allow it, but these issues are not to be excessively claimed. In those cases, the supervisor and the Union official/bargaining unit employee will establish a reasonable alternate date/time when the Union official/bargaining unit employee will be excused. Official time is not authorized for the purpose of conducting internal Union business which involves any labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues.) These activities shall be performed during the time the employee is in a non-duty status in accordance with 5 USC 7131 (b).

Section 8.4 Official time shall be authorized in fulfilling representational responsibilities including all directly related activities and will only be used during duty status. Each fiscal year, the Union will provide an estimate of funds required to the District Commander for his approval. The Union's request will be considered within the context of the District's overall budget requirements. Approved funding will be provided to the Union at the time the yearly budget is approved by the District Commander. Requests for additional funding, if required, must be submitted to the District Commander for consideration.

Section 8.5 When official time is used the Union official will enter in a book provided by Management their name, the time of leaving, and "Union Representation" as the

description of the reason for the use of official time. When they return to their duty stations, they will enter the time of returning in that same book. Union representatives may use official time for attendance at Union sponsored training, provided that the subject matter of such training is of mutual concern and benefit to Management and the employee in his capacity as Union representative. Requests for official time (including agenda items) should also provide explanation for the use of official time. Requests will be submitted in writing to the Commander, or his designee, prior to the scheduled training. These requests will normally be submitted at least 15 work days in advance of the training.

Section 8.6 The Union will provide Management a listing of its officers, trustees and stewards initially and when changes are made. The list will identify the Union President, Vice-President, Recording Secretary, Treasurer, Trustees and Stewards assigned to U.S. Army Engineer District, New York.

ARTICLE 9
HEALTH AND SAFETY

Section 9.1 The Employer, to the best of their ability, shall maintain a safe and healthy work place in accordance with all applicable health and safety laws, rules and regulations.

ARTICLE 10
NEGOTIATIONS

Section 10.1 Matters appropriate for bargaining between the Parties are conditions of employment affecting bargaining unit employees. For the purpose of this Agreement, the terms "collective bargaining" and "conditions of employment" are defined by the Federal Service Labor-Management Relations Statute. Management-Union Committees formed to develop proposed changes (i.e. partnership meetings, etc.) are not to be considered a substitute for negotiations. The Employer will fully and fairly negotiate, if requested by the Union, concerning changes in the conditions of employment of bargaining unit employees. The Employer and the Union will be equally represented at all negotiations. The Parties agree that it serves the interests of both Parties to involve the Union as early as possible in the formulation and development of proposed changes impacting the conditions of employment of bargaining unit employees. The contract will prevail over existing Department of Army regulations.

Section 10.2 When the Employer decides to propose a change impacting the conditions of employment of bargaining unit employees, the Employer will inform the Union of the change, and provide a copy of the proposed change. The cover letter on the proposed

change will specify a time frame for the Union to respond if it wishes to negotiate concerning the change. The minimum response time for the Union shall be ten (10) working days from the date of receipt of the notice by the Union. The Union will advise the Employer in writing of its request to negotiate concerning the change. The Union may provide its written comments on the change to the Employer at this time. If the Union requests to negotiate on the change, a meeting will be scheduled by the Employer within ten (10) work days of the Union's request to negotiate the change. The meeting will be held at a date, time and at a place mutually agreeable to the Parties.

Section 10.3 Unless there are circumstances beyond Management's control, Management will not implement a proposed change in the conditions of employment of a bargaining unit employee or employees either before or during negotiations. This includes up to and including final resolution of negotiability appeals and impasse procedures with third party agencies.

Section 10.4 The Employer, at its election, will consider proposals from the Union on issues concerning the area of 7106 (b) (1) of the Federal Service Labor-Management Relations Statute.

ARTICLE 11

UNION OFFICE AND EQUIPMENT

Section 11.1 The Employer will assign office space to the Union, currently Room 1908, or equitable space, as well as appropriate office furniture and equipment necessary to conduct official Union business in an efficient manner. Management recognizes that the Union office is a place where representational and Union duties occur and will respect the privacy that is required to effectively carry out those duties. The Union recognizes that the Union office is a Government space which must be accessible for maintenance, security and other related purposes and subject to the same health and safety requirements as all other Government space.

Section 11.2 Union officials are authorized the use of the telephone in the Union office to make local and long distance calls for the conduct of official Union business. Long distance calls for the conduct of internal Union business will not be charged to the Employer.

Section 11.3 The Union will be provided with ADP equipment, to include access to a "notebook" computer while on official travel, with access to the LAN and internet for the purpose of communicating with its membership and for the conduct of official Union business. This does not authorize the use for the conduct of internal Union business.

Section 11.4 The Union will be assigned a charge and code number and will have access to office copiers for reproduction of materials having to do with official Union business only. Any other necessary supplies must be purchased by the Union at their expense.

Section 11.5 The Union will be allowed to use office fax machines only for the conduct of official Union business.

Section 11.6 Access will be given to the Union to materials routinely maintained by the Employer, except WestLaw (i.e., regulations, CD ROM search programs such as Personnet, publications, etc.) for research purposes by the Union to develop negotiation proposals, or for grievance or third party appeals.

ARTICLE 12

PROMOTIONS

Section 12.1 When the Employer considers it necessary to assign employees to a higher graded position and it can reasonably be determined in advance that the assignment will exceed thirty (30) calendar days, qualified employees will be temporarily promoted, subject to time in grade and/or other promotion restrictions outlined in law or regulation. Competitive promotion procedures must be used when the temporary promotion will exceed one hundred twenty (120) calendar days. The purpose of this policy is to ensure bargaining unit employees assigned to perform higher graded duties will be properly assigned and compensated, and their performance of such duties will be properly documented.

Section 12.2 The Employer will make selections for promotion to fill bargaining unit positions in a fair and consistent manner in accordance with the applicable merit promotion plan based on OPM regulations.

Section 12.3 Bargaining unit employees may request a desk audit of their position. The supervisor will evaluate the request and take action if it is deemed necessary. If the Employer processes a request for reclassification of the position, the Civilian Personnel Operations Center (CPOC), in conjunction with the Civilian Personnel Advisory Center (CPAC) and the supervisor, will determine if a desk audit is to be conducted. An employee may appeal the current classification of his or her official position at any time to the Department of the Army or directly to the Office of Personnel Management (OPM) in accordance with AR-690-500. Chapter 511.

ARTICLE 13

SAVINGS CLAUSE

Section 13.1 In the event any Article or Section of this Agreement is found to be invalid by a court, the FLRA or a like party having authority over this Agreement, all other provisions of this Agreement not found to be invalid shall remain in effect. The Parties shall commence negotiations to replace or modify the invalidated language within seventy-five (75) days.

ARTICLE 14

DURATION

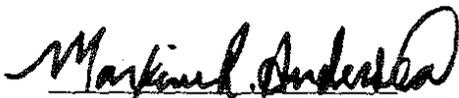
Section 14.1 Following ratification by the membership of the Union, and subsequent approval after Agency review by the Defense Civilian Personnel Management Service in accordance with 5 U.S.C. 7114 (c), this Agreement shall remain in full force and effect for a period of three (3) years from its effective date. The Union may request mid-term bargaining with the Agency over Union proposals concerning negotiable matters not contained in or covered by the existing agreement unless the Union had waived its right to bargain. Such bargaining will commence within seventy-five (75) days. This Agreement shall become binding and effective on the earlier of either the date of approval by the Defense Civilian Personnel Management Service, or the thirty-first (31st) day after execution of the Agreement if it has been neither approved or disapproved by this date.

Section 14.2 Either Party may give written notice to the other not more than one hundred five (105) nor less than sixty (60) days prior to the three (3) year expiration date, for the purpose of renegotiating the Agreement. The Parties shall meet within seventy-five (75) days to commence renegotiations of this agreement. If this Agreement expires while negotiations for a new agreement are underway, the terms of this Agreement shall remain in force.

Section 14.3 If neither Party serves notice to renegotiate this Agreement in accordance with Section 14.2 of this Article. This Agreement shall remain in force until such time that renegotiation is requested by either Party.

The Parties have executed this Agreement on this, the 19th day of December 2002.

For IFPTE Local 98:

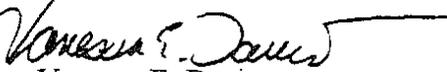

MAXINE R. ANDERSON
President
IFPTE, Local 98

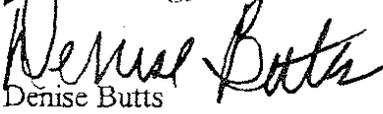
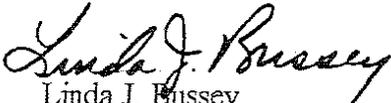
For The New York District:


JOHN B. O'DOWD
COL, EN
Commanding

MEMBERS OF THE NEGOTIATING COMMITTEES:

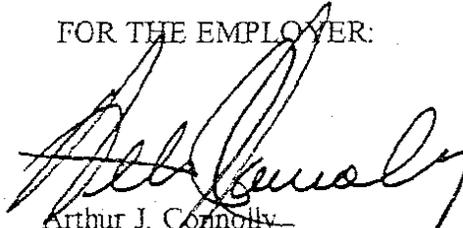
FOR THE UNION:


Maxine R. Anderson

Vanessa E. Davis

Frank L. Tangorra

Denise Butts

Linda J. Bussey

Betsy Andujar

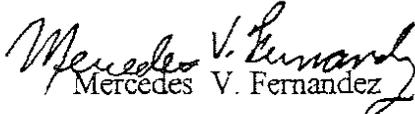
FOR THE EMPLOYER:


Arthur J. Connolly

John F. Tavoraro

Joseph A. Hirsch

Estelle V. Capowski

Deirdre J. Payne, Esq.

Mercedes V. Fernandez