

NEGOTIATED AGREEMENT
BETWEEN THE
U.S. ARMY SACRAMENTO RECRUITING
BATTALION
AND THE
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 86

JANUARY 14, 1998



DEPARTMENT OF DEFENSE
CIVILIAN PERSONNEL MANAGEMENT SERVICE
1400 KEY BOULEVARD
ARLINGTON, VA 22209-5144

JAN 14 1998

MEMORANDUM FOR COMMANDER, SOUTH PACIFIC DIVISION, U.S. ARMY
CORPS OF ENGINEERS, ATTN: CESPd-HR-M,
1325 J STREET, SACRAMENTO, CALIFORNIA 95814-2922

SUBJECT: Negotiated Agreement Between the U.S. Army Sacramento Recruiting
Battalion and the International Federation of Professional and Technical
Engineers, Local 86

The subject agreement, which was executed on December 15, 1997, has been reviewed pursuant to 5 USC 7114(c)(1), and the agreement is approved this date.

The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation, or published policy.

Copies of the approved agreement should be forwarded as follows:

a. Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services Division, Labor Relations Branch, 1400 Key Boulevard, Suite B-200, Arlington, VA 22209-5144 - two copies. Also, send a copy of your agreement on disk (Microsoft Word, WordPerfect or any standard text format) or e-mail us a copy at labor.relations@cpms.osd.mil.

b. Assistant Secretary of the Army (Manpower and Reserve Affairs), ATTN: SAMR-CPP (Mr. David Helmer), 111 Army - Pentagon, Washington, DC 20310-0111 - one copy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Chapter 711, Labor Management Relations. This agreement is to be annotated to indicate: Approved by the Department of Defense on JAN 14 1998

Congratulations on the successful negotiation of an agreement. If there are any questions concerning this matter, Neil Glenicki may be reached at (703) 696-6301, select #3 for Labor Relations and enter extension 423, or DSN 426-6301, select #3 and enter extension 423.

A copy of this letter has been served on the labor organization which is a party to this agreement on JAN 14 1998 .

for Kenneth M. Opinko
JOHN C. MOSELEY
Chief, Field Advisory Services

Attachment:
OPM Form 913-B

cc:
Ms. Brenda Sheridan
President, International Federation of
Professional and Technical Engineers, Local 86

SAMR-CPP (Mr. David Helmer)

Headquarters, U.S. Army Corps of Engineers
Attn: CEHR-D, Ms. Sandy Keppley
20 Massachusetts Avenue, N.W.
Washington, DC 20314-1000

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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 a total agreement by and between the U.S. Army Sacramento Recruiting Battalion, Rancho Cordova, hereinafter referred to as the EMPLOYER, and the International Federation of Professional and Technical Engineers, Local 86, AFL-CIO and CLC, hereinafter referred to as the UNION. The term "he" and "him" used in this AGREEMENT refers to both the male and female gender.

The intent and purpose of this AGREEMENT is to promote and improve the effectiveness and efficiency of the U.S. Army Sacramento Recruiting Battalion and the well-being of its employees within the meaning of the CSRA. All unit employees will be treated fair and equitably. The parties hereto concur that this can be accomplished by means of amicable discussion, adjustment of matters of mutual interest 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. It is the purpose of this AGREEMENT to prescribe certain rights and obligations of the employees of the U.S. Army Sacramento Recruiting Battalion, Rancho Cordova, and to establish procedures which are designed to meet the special requirements and needs of the Government.

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. The Union recognizes the responsibilities of representing the interest of all such employees without discrimination and without regard to employee membership.

Section 1.3. The unit to which this AGREEMENT is applicable is all nonprofessional employees assigned to the U.S. Army Sacramento Recruiting Battalion, Rancho Cordova.

Section 1.4. Excluded from the bargaining unit are management officials, supervisors, professional employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 2
MANAGEMENT'S RIGHTS

Section 2. In accordance with Section 7106 of CSRA, the EMPLOYER retains the following rights:

a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency (U.S. Army Sacramento Recruiting Battalion);

b. in accordance with applicable laws:

(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 (U.S. Army Sacramento Recruiting Battalion) operations shall be conducted;

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

(4) to take whatever action may be necessary to carry out the agency (U.S. Army Sacramento Recruiting Battalion) mission during emergencies.

ARTICLE 3
DISCIPLINARY AND ADVERSE ACTIONS

Section 3. The EMPLOYER will take disciplinary and/or adverse action only for just cause and when such action will promote the efficiency of the service.

ARTICLE 4
GRIEVANCE PROCEDURE

Section 4.1. The EMPLOYER and the UNION recognize and endorse the importance of identifying and adjusting grievances promptly and in an orderly and equitable manner consistent with principles of good management. 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. An aggrieved employee may choose to raise an issue under a statutory procedure (e.g. Merit Systems Protection Board (MSPB), Equal Employment Opportunity (EEO) or the negotiated grievance procedure, but not both (5USC 7121 (d) and (e)(1))). 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 should the grievance be considered as a reflection on the EMPLOYER.

Section 4.2. The purpose of this Article is to provide a mutually satisfactory and expeditious method for the settlement of grievances of the parties. A grievance is defined 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, 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 4.3. Employees of the Unit may present their own grievances without the intervention of the UNION as long as the adjustment is not inconsistent with this AGREEMENT. The UNION will be notified and have the opportunity to be present at any discussion(s) including the adjustment, concerning the grievance.

ARTICLE 4
GRIEVANCE PROCEDURE

If the adjustment, in the judgment of the UNION, is inconsistent with this AGREEMENT, the UNION shall have the right to appeal such adjustment through the dispute procedure as stated in Section 4.12. The employee may not personally invoke arbitration, only the UNION may invoke arbitration.

Section 4.4. 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 Fair Labor Standards Act (FLSA)); except, as provided under CSRA, Section 7116 (d). Matters excluded from this procedure by the provisions of the CSRA and AGREEMENT of the UNION and the EMPLOYER are those concerning:

- (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) Actions taken at the direction of OPM or MSPB;
- (f) Separation for failure to satisfactorily complete a trial or probationary period;
- (g) The content of published Department of the Army policy except if it conflicts with this agreement, case law, or government wide regulations;
- (h) Non-selection for promotion from a group of properly ranked and certified candidates;
- (I) Termination of a temporary promotion or appointment;

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GRIEVANCE PROCEDURE

(j) Any letter of proposed action;

(k) Reduction-in-force actions;

(l) granting or not granting performance awards, quality step increase, or honorary awards;

(m) adopting or not adopting suggestion or inventions;

(n) an EEO allegation or complaint of discrimination;

(o) substance of performance plans;

(p) Matters which are subject to final administrative review outside the Department of the Army, under law or regulations of the Merit Systems Protection Board, or where statutory appeals procedure exist.

Section 4.5. Employees may grieve letters of reprimand and suspensions of fourteen (14) days or less under the provisions of this Article. Employees may appeal adverse actions (removal, suspension of more than fourteen (14) calendar days, reduction in grade, reduction in pay, and furlough of thirty (30) days or less) only as provided in Section 7701 of CSRA or the UNION may refer this matter directly to arbitration in accordance with Article 5, but not both. In an adverse action appeal hearing before the MSPB, an employee may be represented by a Union representative. Time allowed is authorized for a Union representative during the presentation of the hearing before MSPB. Time allowed, not to exceed two (2) hours, is authorized for the UNION representative to prepare for an MSPB hearing.

A UNION representative and EMPLOYER representative may be present as an observer. By mutual consent of the UNION and the EMPLOYER, time allowed is authorized for a UNION observer. The UNION and EMPLOYER observer may be excluded if the presiding official closes the hearing or any part of the hearing.

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GRIEVANCE PROCEDURE

Section 4.6. Any grievance shall be taken up by the aggrieved employee within fifteen (15) work days after awareness of the event out of which the grievance arose.

(a) Step 1. The grievance shall first be taken up by the aggrieved employee with immediate supervisor involved except in the case of reprimands which shall be taken up with the next-level supervisor above the supervisor taking action; and in cases of suspension of fourteen (14) days or less the grievance shall start at Step 2. The employee, if he chooses, may be represented by the UNION. The supervisor shall give his decision orally or in writing, to the employee and UNION representative within seven (7) workdays. If the decision is not satisfactory to the employee or the UNION, it may be appealed in writing to the second step of the procedure. If the supervisor does not have the authority to resolve the grievance, management will redirect the grievance to the appropriate authority and notify the UNION.

(b) Step 2. If a satisfactory settlement has not been reached at Step 1, the grievance shall be reduced to writing on a form mutually agreed to by the EMPLOYER and the UNION and submitted within seven (7) workdays after receipt of the first step decision to the Senior Supervisor of the Step 1 supervisor. The Senior Supervisor or her/his designee of comparable grade or level or responsibility shall hold meeting(s) on the grievance with the employee, his UNION representative, if any, and the appropriate management official(s) and/or technical advisor within seven (7) workdays in an attempt to resolve the matter. The Senior Supervisor shall give his written decision to the employee and the UNION representative within seven (7) workdays after the conclusion of the meeting(s).

(c) Step 3. In the event a satisfactory settlement is not reached between the parties as a result of Step 2, the following shall be done:

(1) Within a total of seven (7) workdays of the Step 2 decision, the aggrieved employee and/or the UNION shall refer the grievance including the EMPLOYER'S written decision resulting from

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Step 2, and written reasons specifically stating their dissatisfaction with the Step 2 decision, directly to the Commander. Within seven (7) workdays of receipt of the grievance filed with the Commander, the Commander shall hear arguments by the parties and render his written decision within seven (7) workdays from the close of the grievance arguments to the grievant and the UNION.

(2) In the event the Commander is the deciding official at Step 2 of the grievance, the union may invoke arbitration provisions outlined in Section 4.7.

Section 4.7. If the UNION is dissatisfied with the Step 3 decision, the UNION, within 15 workdays of the Step 3 decision, may invoke the arbitration provisions of this AGREEMENT by serving on the Commander a written notice of "Intent to Arbitrate".

Section 4.8. The employer shall, upon request, provide the UNION copies of pertinent payroll and any other records as permissible without violating laws, rules, or government policy, for the purpose of substantiating the claim of the parties.

Section 4.9. Time limits specified in this Article may be extended by mutual agreement of the EMPLOYER and UNION.

Section 4.10. At Step 2 of the grievance procedure, the UNION and EMPLOYER may call a reasonable number of necessary and relevant witnesses who shall be allowed to provide information relative to the grievance and who shall suffer no loss of pay or annual leave for such services if otherwise in a duty status.

Section 4.11. If two (2) or more employees have identical grievances, the UNION shall select one employee's grievance for processing and the outcome of that grievance shall be applicable to the other employee(s) concerned. The UNION shall inform the EMPLOYER, in writing, of which employee's grievance has been selected and of the names of the other employees concerned.

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Section 4.12. 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 fifteen (15) work days of the occurrence which gave rise to the grievance, or fifteen (15) work days after the grievant became aware of the event or occurrence prompting the complaint. The President of the UNION and the Commander (or their designees) will meet within ten (10) workdays of such notification and make an earnest effort to resolve the matter through consultation and discussion. Time allowed is authorized for the meeting. Within ten (10) workdays of the meeting, the respondent party will reply in writing to the moving party on the position concerning the disputed issue(s). If upon receipt of the respondent's reply the matter remains unresolved, the moving party may refer the grievance to arbitration under the provisions of Article 5. Prior to submission of any such grievance to arbitration, the parties shall meet to attempt to confirm in writing the issue(s) to be submitted to the arbitrator. At this point, it is the right of either party to unilaterally request a decision as to the arbitrability of the issue(s).

Section 4.13 By mutual agreement between the EMPLOYER, the UNION, and the Arbitrator, more than one case may be presented at an arbitration hearing.

**ARTICLE 5
ARBITRATION**

Section 5.1. If the EMPLOYER and the UNION fail to settle any grievance processed in accordance with the Negotiated Grievance Procedure of Article 4 of this AGREEMENT, then such grievance shall, upon written request by the party desiring arbitration, be referred to arbitration. Such written request submitted no later than fifteen (15) workdays following the receipt of the written decision at the third step, or the decision pursuant to Article 4, Section 12.

Section 5.2. 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) workdays after receipt of such notice to select an arbitrator. If agreement on an arbitrator cannot be reached, the EMPLOYER shall immediately request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) workdays after receipt of such a list. If they cannot agree on one (1) of the listed arbitrators, then the EMPLOYER and the UNION will each strike an arbitrator's name from the list of five (5) and shall repeat the process until only one name is remaining. The remaining name shall be the duly selected arbitrator.

Section 5.3. The fees associated with the selection and appointment of an arbitrator as well as the fee and per diem expenses of the duly selected arbitrator shall be borne equally by the EMPLOYER and the UNION. The arbitration hearing shall be held during the regularly scheduled workweek. The employee representatives, the aggrieved employee, and witnesses shall be excused from duty to participate in the arbitration proceeding. The parties shall each pay for their own transcripts, if such are desired.

Section 5.4. 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

ARTICLE 5
ARBITRATION

record unless the parties otherwise agree. The arbitration award will be binding except that either party may file exception to an arbitrator's award with the Federal Labor Relations Authority under the regulations prescribed by the Authority.

Section 5.5. The arbitrator shall not change, modify, alter, delete, or add to the provision of the AGREEMENT. Such right is the prerogative of the EMPLOYER and the UNION only. Neither shall the arbitrator's award be contrary to applicable laws or regulations which are binding on the parties.

Section 5.6. In any event that a dispute between the parties involves issues of grievability the arbitrator shall decide any such issues before proceeding to the merits.

ARTICLE 6
UNION REPRESENTATION

Section 6.1. UNION Officials and Stewards will receive reasonable amounts of official time for:

- a. Representational activities under the Civil Service Reform Act.
- b. The administration and implementation of this agreement.
- c. The employer agrees to allow union officers and union stewards time away from the job without loss of pay (official time) to discuss with employees in their work areas or cognizant officials of the employer, grievances and other appropriate matters other than internal union business. This time is to be recognized to be in a duty status.

Section 6.2. UNION Official and/or Steward shall request official time in advance of use and in a timely manner. The request will be made to the supervisor or other appropriate management official. The UNION Official/Steward will inform the approving official of the time, place, and purpose for release and estimated hours required. The UNION Official/Steward shall inform the supervisor or appropriate management official when leaving duty status and upon return to duty status.

Permission will normally be granted at the time of the request unless work requirements do not permit release. In such cases, a time will be suggested by the supervisor and mutually agreed upon by the parties.

ARTICLE 7
DURATION

Section 7.1. Following approval by the Department of Defense, Defense Civilian Personnel Management Service (CPMS), this AGREEMENT shall remain in full force and effect for a period of twelve (12) months from its effective date.

Section 7.2. By mutual consent of the parties, or by request of one party with the concurrence of the other, this AGREEMENT may be extended for an additional six (6) months. Before the AGREEMENT is extended, it must be brought into conformance with law, applicable published policies and regulations of DOD and other appropriate authorities.

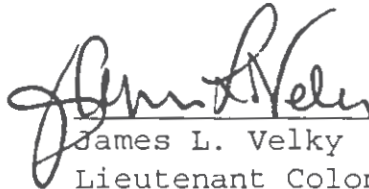
in WITNESS WHEREOF the parties executed this AGREEMENT on this
_____15th_____ day of December 1997

FOR IFPTE, LOCAL 86,
AFL-CIO/CLC:

FOR U.S. SACRAMENTO ARMY
RECRUITING BATTALION:



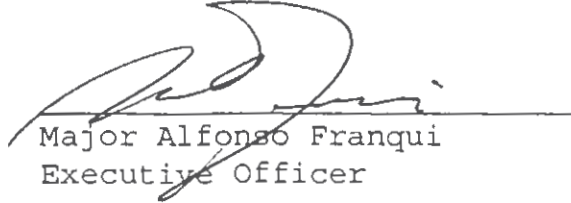
William Schofield
Business Manager



James L. Velky
Lieutenant Colonel, Special Forces
Commander



Brenda A. Sheridan
President



Major Alfonso Franqui
Executive Officer



Joan E. Russell
Labor Relations Specialist