NEGOTIATED MEMORANDUM OF AGREEMENT BETWEEN

LOCAL 777, INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL-CIO

AND

THE UNITED STATES ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT ON COMPRESSED WORK SCHEDULES

- 1. WHEREAS, the Parties to this Negotiated Memorandum of Agreement ("Agreement") are Local 777, International Federation of Professional and Technical Engineers, AFL-CIO ("Union" or "Local 777") and the U.S. Army Corps of Engineers, Chicago District ("LRC" or "USACE" or "Army" or "District"),
- 2. WHEREAS, the Union is the certified exclusive representative of a bargaining unit of employees ("BUEs" or "Employees") of the District,
- 3. WHEREAS, Compressed Work Schedules (CWS) are fixed schedules that enable full-time employees to complete the basic work requirements of 80 hours in fewer than 10 full workdays in each biweekly pay period by increasing the number of hours in the workday,
- 4. AND WHEREAS, the District and Union (collectively referred to as "Parties"), hereby agree as follows:
- 5. <u>Eligibility and Coverage</u>. This MOA covers all bargaining unit employees in LRC represented by Local 777.
- 6. Provisions. Approved CWS in the Chicago District:
- a. District Employees may work a 9-hour fixed schedule for 8 workdays, and an 8-hour schedule on 1 day, over the course of a biweekly pay period. This equals a biweekly basic work requirement of 80 hours completed in 9 scheduled workdays, with 1 scheduled regular day off (RDO).
- b. District Employees may work a 10-hour fixed schedule for 8 workdays in a biweekly pay period. This equals a biweekly basic work requirement of 80 hours completed in 8 scheduled workdays, with 2 scheduled RDOs.
 - c. Waterways Project Office (WWPO) Employees.
- (1) WWPO Mechanics (WY-10/11) work eight 10-hour day shifts over the course of a biweekly pay period. This equals a biweekly basic work requirement of 80 hours completed in 8 scheduled workdays, with 2 scheduled RDOs. Mechanics may choose whether to participate in the CWS, and if participating, will designate Mondays or Fridays as their RDOs.
- (2) Lock Operators (WY-05/07/08) and Lock Operator Shift Heads (WY-09) work six 12-hour shifts and one 8-hour shift over the course of a biweekly pay period. This equals a biweekly basic work requirement of 80 hours completed in 7 scheduled workdays, with 3 scheduled RDOs. Below would be a typical CWS rotation for these employees:

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Pay	}		12	12	12			12	12	12	8 D			
Period 1			D	D	, D ,		1	D_	D	D_				
Pay					12	12:	12	12				8 D	12	12
Period 2					N	N	N	N .					D	.D
Pay		12	12	12					8 D	12	12	12		
Period 3	}	N	N	N	1	l 		l !		D	D	D _		

- d. Lake Michigan Project Office (LMPO) Floating Plant Employees.
- (1) Navigation Season. Floating Plant employees work a compressed 8/10 work schedule. Personnel will work eight 10-hour days beginning with the first Wednesday of the pay period-and-ending-on-the-second-Wednesday-of-the-pay-period-Below-is-the-typical-schedule:—

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Pay Period				10	10	10	10	10	10	10	10			

(2) Winter Season. Floating Plant employees, per the staffing plan, are full-time seasonal employees. If the LMPO workload allows, staff can continue working during the Winter Season. Employees continuing to work for LMPO will work a compressed 4/10 schedule shown below:

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Pay Period		10	10	10	10				10	10	10	10		

- e. Training/Conferences. Subject to supervisor approval, employees on CWS may revert to a fixed (non-compressed) work schedule for the affected pay period(s) when attending scheduled training or performing other duties that cannot be accomplished on the CWS.
- 7. <u>Duration</u>. In accordance with Article 5, Section 3 of the Negotiated Collective Bargaining Agreement Between the U.S. Army Corps of Engineers, Chicago District and Local 777, International Federation of Professional and Technical Engineers (IFPTE), AFL-CIO ("CBA"), this Agreement shall run concurrently with the term of the CBA (i.e., will expire on October 3, 2035).
- 8. <u>Amendment</u>. This Agreement may be amended on the same terms as the CBA, as specified in Article 5, Section 4 of the CBA. However, the District may reopen negotiations on this Agreement if the District finds adverse agency impact due to implementation.

The parties hereto, by their authorized Representatives, have executed this agreement.

For the District

For the Union

Acting Deputy District Commander USACE, Chicago District

President IFPTE 777

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Executed under Authority delegated by the Secretary of the Army:

KENNETH P. BOCKWELL

Colonel, U.S. Army District Commander

USACE, Chicago District

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