

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

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 "Component"),

~~WHEREAS, the Union is the certified exclusive representative of a bargaining unit of employees~~
("BUEs" or "Employees") of the Component,

WHEREAS, Presidential Memorandum, *Return to In-Person Work* (20 January 2025), and corresponding implementing instructions require employees to return to work in-person at their respective duty station on a full-time basis,

AND WHEREAS, the Component and Union (collectively referred to as "Parties"), hereby agree as follows:

Eligibility and Coverage. This MOA covers all bargaining unit employees in LRC represented by Local 777.

Provisions.

1. The implementation to "return to in-person work" shall be delayed for bargaining unit employees (BUEs) until the 31st day after this agreement is executed, to allow time for the following, if applicable:
 - a. Submission of reasonable accommodation requests;
 - b. Submission of changes or applications to the Army Mass Transit Benefit Program (MTBP); and
 - c. Submission of changes or applications to the Army Military Child Care in Your Neighborhood (MCCYN) Program.
 - d. Submission of changes to Dependent Care Flexible Spending Account (DCFSA).
2. BUEs will be approved for situational telework if there is no dedicated cubicle or office space available for their exclusive occupation for their full tour of duty and until such space becomes available.
3. The District will inform BUEs of the MTBP, MCCYN, and DCFSA programs.
4. The District will adhere to the full letter of Army Regulation 690-12, Appendix C, *Procedures for Providing Reasonable Accommodation for Individuals with Disabilities*, for affected employees.

5. BUEs who are currently subject to a remote work agreement and who management directs to report to a new duty station greater than 50 miles from their current residence may request a Permanent Change of Station order. Management will notify Union of Management Directed Reassignments to allow for bargaining.
6. BUEs may request to report to any USACE, DoD, or GSA Federal coworking facility located closer to their residence than the Chicago District Office. Management will make reasonable attempts to accommodate such requests to the extent that workload and mission requirements permit.
7. BUEs who are currently subject to a regular/recurring telework agreement and whose duty station cannot be changed to a location within 50 miles from their current residence may request a Retention Incentive, and the inability to assign the employee to a duty station within 50 miles of their residence shall be considered evidence that the employee ~~would-be-likely-to-leave-Federal-service-in-the-absence-of-an-incentive.~~
8. The Parties agree there will be no Core Hours on Mondays or Fridays.
9. The Parties agree that all denials of requests for situational telework and denials of requests for work schedule changes will be made and justified in writing.
10. The Parties agree that credit hours generally may be taken in a recurring or patterned manner, subject to workload and mission requirements.

Duration.

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).

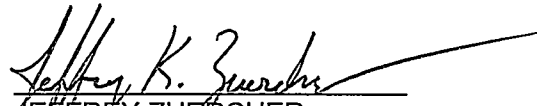
Amendment.

This Agreement may be amended on the same terms as the CBA, as specified in Article 5, Section 4 of the CBA.

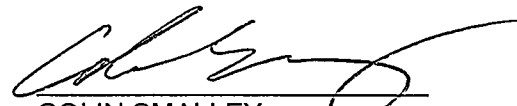
The parties here to, by their authorized Representatives, have executed this agreement.

For Management

For the Union

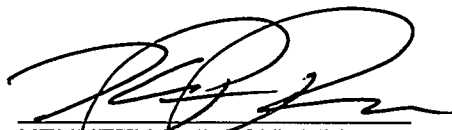

JEFFREY ZUERCHER
Acting Deputy District Commander
USACE, Chicago District

21-March-2025
Date


COLIN SMALLEY
President
IFPTE 777

21-MAR-2025
Date

Executed under Authority delegated by the Secretary of the Army:


KENNETH R. ROCKWELL
Colonel, U.S. Army
District Commander
USACE, Chicago District

21 MAR 2025
Date

