

**NEGOTIATED SETTLEMENT AGREEMENT
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 777, AFL-CIO
AND
THE UNITED STATES ARMY CORPS OF ENGINEERS
CHICAGO DISTRICT**

WHEREAS the Parties to this Negotiated Settlement Agreement (“Agreement”) are the International Federation of Professional and Technical Engineers Local 777, AFL-CIO (“Union”) and the U.S. Army Corps of Engineers, Chicago District (“LRC” or “Component”);

WHEREAS various disputes have arisen between the Union and the Component regarding Article 15, Section 1 and Article 1, Section 3 of the Negotiated Collective Bargaining Agreement between the Component and the Union executed 12 September 2023 and approved by the Department of Defense on 3 October 2023 (“CBA”);

AND WHEREAS the Union and the Component’s desire to amicably and efficiently resolve concerns of the Union and Component, the Component and Union (collectively referred to as “Parties”), hereby knowingly and voluntarily agree to the following terms and conditions:

1. This Agreement includes any and all complaints, appeals, grievances, requests or claims, formal or informal, in any forum, as could be filed or raised at any time up to and including the date when this Agreement becomes effective.
2. This Agreement does not constitute an admission of wrongdoing or legal liability on the part of either party. By entering into this Agreement, the Component does not admit that the Component, any Component official, or Component employee has violated the CBA, or any other Federal or State statute or regulation, or any Component policy.
3. The Component agrees:
 - a. To partially grant the Union’s requested remedies in its Step 3 Grievance regarding temporary details filed on 12 August 2026 (see Attachment A), and concur that temporary details, defined as any temporary reassignment where the employee stays in their position of record while performing duties of another position, and temporary reassignments/promotions/demotions of less than 120 days require compliance with Article 15, Section 1 of the CBA.
4. In exchange for the above, the Union agrees:

- a. Its signature on this Agreement constitutes their withdrawal and waiver of all Merit Systems Protection Board appeals, and all appeals, grievances, complaints, requests or claims in any forum (including but not limited to the types set forth in paragraph 1, above and paragraph 6, below) that the Union filed, raised, or could have filed or raised against the Component for any and all issues and claims arising from compliance with the CBA, Article 15, Section 1 and Article 3, Section 1 as it relates to temporary details (defined in paragraph 3.a. above) and temporary reassignments/promotions/demotions of less than 120 days from any time up to and including the date when this Agreement becomes effective.

5. The parties mutually agree to waive any causes of action, claims, right to fees, costs, damages or other relief not mentioned elsewhere in this Agreement, to the extent permitted by law and public policy, and that this Agreement constitutes a full and complete settlement of any and all issues and claims related to compliance with the CBA, Article 15, Section 1 with respect to temporary details, including but not limited to, the circumstances of the Union's Step 3 Grievance (as referred to in paragraph 3.a. above).

6. The Union's signature on this Agreement constitutes a full and complete settlement of any and all issues and claims with the Component arising from compliance with the CBA, Article 15, Section 1 with respect to temporary details, including but not limited to, the circumstances of the Union's Step 3 Grievance (as referred to in paragraph 3.a. above) as well as all complaints, appeals, grievances, requests or claims, formal or informal, in any forum as may be filed or pending at any time up to and including the date when this Agreement is fully executed. This includes, but is not limited to, attorney's fees, interests, and costs arising from or related to the Union's aforementioned Step 3 Grievance. In addition, the Union agrees to waive their right to pursue administrative or judicial action in any forum concerning the matters raised in the Union's Step 3 Grievance (as referred to in paragraph 3.a. above), and that they will not be made the subject of future litigation.

7. All parties have entered into this Agreement voluntarily and with a complete and thorough understanding of its terms, meaning, and effect. This Agreement was freely and voluntarily entered into without threats, coercion, or duress, and the parties fully understand and accept the terms of this Agreement. All parties have been afforded the opportunity to carefully review this Agreement, read and raise questions about its meaning, and consult with legal counsel or other representative prior to signing.

8. This Agreement constitutes the complete understanding between the parties. No waiver, consent, modification, or change to the terms of this Agreement shall bind either party unless in writing and signed by both. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Each of the signatories to this Agreement represent that he or she has the full power and authority to enter into this Agreement.

9. By signing below, the parties affirm they have read and understand this Negotiated Settlement Agreement and agree to accept its terms and provisions.



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Date: 2026.09.17 14:48:00 -05'00'

For the Union
AGAN SMALLEY
President
IFPTE Local 777

DAWES.DAVID.KEITH.1
234880060

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DAWES.DAVID.KEITH.1234880060
Date: 2026.09.17 11:02:09 -05'00'

For the Component
DAVID K. DAWES
LTC, EN
Chicago District Commander

Date signed by Union Representative

17 September 2026

Date signed by Component Official

CRUSE
CAHILL.SARAH.DA
NETTE.1518023051

Digitally signed by CRUSE
CAHILL.SARAH.DANETTE.15
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Component Representative
Sarah D. Cruse Cahill
Deputy District Counsel
Chicago District
U.S. Army Corps of Engineers

Date signed