

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 5  
and  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES (LOCAL 704)  
for  
Implementing the Alternate Dispute Resolution (ADR) Procedures, Expenses and Choice of  
Mediators**

1. Parties: The Parties to this agreement are the U.S. Environmental Protection Agency (EPA), Region 5, Chicago, Illinois, referred to herein as the “Agency” and the American Federation of Government Employees (AFGE), Local 704, referred to herein as the “Union”.
2. Scope of the Agreement: This agreement is applicable to all Region 5 AFGE Local 704, Bargaining Unit Employees (BUEs) assigned to EPA, Region 5.
3. Purpose: This purpose of this Memorandum of Agreement (MOA) is to establish procedures, expenses and choice of mediators within the Interim Master Collective Bargaining Agreement (IMCBA), Article 22, Section 10(C), including voluntary mediation, as agreed to by the parties.
4. Choice of Mediators:
  - a. ADR will be mediated by a mediator provided through the Federal Mediation and Conciliation Service (FMCS).
  - b. Within three business days of initiating ADR, the Parties agree to meet to coordinate available dates and times for mediation. Either Party can extend the timeline to five business days by written request. Within one business day, Labor and Employee Relations Officer (LERO) or their designee will forward the request for an impartial qualified mediator to FMCS and copy the Union.
  - c. FMCS will provide the name of an available mediator. Both Parties agree to schedule with the first available mediator. If either Party has a concern with the first available mediator, an alternate mediator will be requested in accordance with FMCS procedures.
5. Procedures:
  - a. In accordance with IMCBA Article 22, Section 5, the Union is afforded the right to be present at all stages of the grievance process, regardless of whether the grievant is represented by the Union. The Parties may each have two people at the table by default. For the Union, that means the grievant plus a representative of the Union. For Agency, that means a deciding official (or official with delegated decision-making authority), unless as otherwise agreed to by the parties, and another person (e.g., Human Resources professional, subject matter expert, witness, additional representative). Either Party—including the grievant if they are not represented by the Union—may unilaterally have one additional person at the table upon written notification to the other Party (e.g., Human Resources professional, subject matter expert, witness, additional representative). Either Party may have more than three people at the table upon written agreement by both Parties. Virtual or remote participation in the mediation is allowed for any Party, Party representative, or grievant.

- b. The Parties will express the joint preference to the mediator that the Party invoking ADR will make its presentation first at the first mediation. Following the first mediation session and every subsequent mediation session, the Parties will jointly communicate with the mediator and each other to select a mutually agreeable date and duration for the next mediation session.
- c. The 30-day period for ADR identified in IMCBA Article 22 Section 10(B)(11) shall last for 30 calendar days and will begin on the day of the first mediation session, which will be day one of the 30-day period.

6. Expenses:

Both Parties are of the understanding that the FMCS mediation process is free of charge; however, if there are any costs for an FMCS mediator both Parties agree to split the expense.

7. Definitions:

- a. "Party" means either AFGE Local 704 or EPA, Region 5 along with its authorized representatives.
- b. "Parties" means both AFGE Local 704 and EPA, Region 5 along with its authorized representatives.
- c. All other definitions are the same as in Article 2 of the MCBA.

8. Duration:

This agreement will be effective upon Agency head approval or on the thirty first (31st) calendar day after signature, whichever is earlier. If any portion of this agreement is not approved upon Agency head review, all provisions of the agreement will be in effect except for those item(s) that were not approved. Any item(s) not approved by Agency head review will be subject to renegotiation by both parties. This agreement will remain in effect for the life of the Interim Master Collective Bargaining Agreement (IMCBA) effective July 2, 2021. The terms of this agreement are non-precedent setting. The agreement may be re-opened at any time by mutual consent of the Parties.

**FOR THE AGENCY**

**FOR THE UNION**

*//s// Nicole Cantello 2/2/23*

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LaShawn McGrue  
Supervisor/DMO  
Labor and Employee Relations  
EPA, Region 5

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Nicole Cantello  
President  
AFGE Local 704