

AGREEMENT

Between

UNITED STATES ARMY CORPS OF ENGINEERS

AND

UNLICENSED DIVISION

DISTRICT NO. 1 - MEBA/NMU AND

NATIONAL MARINE ENGINEERS BENEFICIAL ASSOCIATION (AFL-CIO)

December 1991

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BASIC AGREEMENT

WITNESSETH

This agreement is entered into between the United States Army Corps of Engineers, hereinafter called the "Employer", and the Unlicensed Division, District No. 1 - MEBA/NMU, AFL-CIO (formerly National Maritime Union of America), hereinafter called the "Union."

WITNESSETH:

In consideration of the rights and obligations herein set forth, the Parties hereto, intending to be bound hereby, agree as follows:

WHEREAS, it is the intent and purpose of the parties to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of Title VII, Public Law 95-454, Federal Service Labor-Management Relations, to establish a basic understanding relative to personnel practices, and policies, and matters affecting conditions of employment and to provide means for discussion and adjustment of grievances and other matters of mutual interest and concern to employees of the Employer,

WHEREAS, in recognition of their responsibilities under Title VII, Civil Service Reform Act of 1978, the Union, as executive representative of the employees covered by this agreement, and the Employer agree to assure an obligation for the maintenance of this unit, realizing that attainment of this goal is necessary to provide maximum opportunities for continuing employment, advancement, and good working conditions; and

WHEREAS, the Employer and the Union agree to encourage efficient work habits on the part of all employees in the unit and to support the Employer in achieving its mission while promoting the development of goodwill between employees and management.

NOW, therefore, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognizes that the Union is the exclusive representative of all employees in the Unit, as defined in Section 2 below for the purpose of negotiations and enforcement of this agreement and any supplements.

Section 2.

PHILADELPHIA DISTRICT

INCLUDED : All non-supervisory, unlicensed employees aboard hopper dredges owned by, operated by and/or assigned to the U.S. Army Corps of Engineers, Philadelphia District.

EXCLUDED: All professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards as defined in 5 USC Section 7112(b).

NEW ORLEANS DISTRICT

INCLUDED: All non-supervisory, unlicensed employees (including Chief Steward, Chief Electrician, and Boatswain) employed by the U.S. Army Engineer District, New Orleans, Louisiana, aboard the hopper dredges permanently assigned to the New Orleans District.

EXCLUDED: All professional employees, management officials, supervisors, licensed employees, and employees engaged in Federal personnel work in other than a purely clerical capacity.

PORTLAND DISTRICT

INCLUDED: All non-supervisory personnel employed in unlicensed positions {including Chief Steward, Chief Electrician, and Boatswain)" aboard the hopper dredges assigned to the Portland District.

EXCLUDED: All professional employees, management officials, supervisors, licensed employees, and employees engaged in Federal personnel work in other than a purely clerical capacity.

ARTICLE 2

EFFECT OF AGREEMENT

Section 1. This agreement is binding upon the parties and supersedes all contracts previously in force between individual Corps Districts and the Union.

Section 2. It is the understanding of the parties that upon approval by the Department of the Army, the provisions of this agreement are binding upon the parties and supersede any Corps of Engineers or agency regulation in effect at the time of such approval or subsequently promulgated.

Section 3. The parties endorse the principle that the labor-management relationship is a local, problem-solving dialogue between equals and that day-to-day matters which arise at the work site should be addressed and, if possible, resolved at the lowest level of management. .

Section 4. Although each District of the Corps operates with certain independence from other Districts, the national composition of this employee unit represented by the Union requires uniform rules nationally regarding pay, leave, reduction in force, hours of work and other matters, giving due consideration to job descriptions, missions, and applicable laws, which may transcend District boundaries, subject to certain modifications as provided by other Articles of this agreement.

Section 5. If proposed changes in policy, rules, regulations, or laws affecting personnel practices, policies, and working conditions require implementation and impact bargaining, they will be forwarded to the Union for evaluation and negotiations prior to implementation.

ARTICLE 3

MUTUAL RIGHTS AND OBLIGATIONS

Section 1. RIGHTS OF THE UNION

a. The Union, having been recognized as the exclusive representative of the employees described in Article I above, shall:

1. be entitled to act and negotiate agreements covering all employees in the unit, and shall be responsible for representing them without discrimination and without regard to membership in the Union.

2. be afforded the opportunity to be represented at formal discussions between representatives of the Employer and employees or their representatives concerning grievances, personnel policies and practices, or other matters affecting general working conditions of the employees.

3. be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests Union representation.

b. The Employer and the Union shall meet at reasonable times and confer with respect to personnel policies and practices and matters affecting working conditions, subject to law and policy requirements, including but not limited to, such matters as safety, training, labor-management cooperation, employee services, the methods of adjusting grievances, appeals of grievance decisions, granting of leave, merit promotion plan, demotion practices, pay practices, reduction-in-force practices, hours of work, contracting-out, and Employer regulations. In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation to meet and confer in good faith. This extends to negotiation of this agreement, or any question arising thereunder, and the execution of a written Memorandum of Understanding incorporating any agreement reached by the parties.

c. The Employer and the Union agree to expend maximum efforts to maintain sound and cooperative relationships. The Employer will give prompt attention to inquiries received from accredited representatives of the other. The Employer will continue to make appointments to positions for which Union members and employees represented by the Union are eligible in accordance with merit

principles and applicable Office of Personnel Management, DOD, and other laws, rules and regulations, on the basis of merit and ability. The Employer, as it may deem necessary, agrees to consult with the Union in developing sources and procedures for position applicants.

d. The Employer agrees to furnish a sufficient number of copies of this agreement and any amendments or supplements thereto to the Union, and the Union will be responsible for distribution to bargaining unit members.

Section 2. RIGHTS OF EMPLOYEES

a. The Employer and the Union agree that: Any employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided under Title VII, civil Service Reform Act of 1978, such right includes the right-

1. to act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

2. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under Title VII, Civil Service Reform Act of 1978.

b. Each eligible employee has the right to become a member of the Union, subject to the Union's rules for dues, initiation fees and assessments, and to execute a written authorization for payment of dues through payroll deductions administered by the Employer.

Section 3. RIGHTS OF EMPLOYER

a. The Employer retains all mandatory and discretionary rights reserved to the Employer as set forth in 5 USC 7106.

ARTICLE 4

IMPASSES IN NEGOTIATIONS

Section 1. When agreement cannot be reached on a matter that both parties agree is negotiable, and after serious and diligent negotiations, both parties may jointly agree to request the Federal Mediation and Conciliation Service to furnish a mediator. The Mediator will meet with the parties, study the issues and make recommendations and suggestions designed to assist the parties in resolving the matters at issue. Any cost involved in obtaining services of a mediator shall be paid by the Employer and the Union in equal share.

Section 2. When voluntary arrangements, including the services of the Federal Mediation and Conciliation Service or other third-party mediation, fail to resolve a negotiation impasse, either party may request the Federal Service Impasse Panel to consider the matters.

ARTICLE 5

PROVISIONS OF LAW AND REGULATIONS

Section 1. By mutual consent of both parties, this agreement may be opened at any time for amendment. Such amendments will be duly executed and will become effective on a date determined to be appropriate under the circumstances. In the event any law, regulation, or policy binding on the Employer hereinafter enacted or issued is inconsistent with any provision of this agreement, or any other recorded understanding, the Employer shall promptly notify the Union, and the Employer and the Union shall promptly issue a joint statement of the effect of such change upon this agreement or other recorded understanding. No regulation or policy will be enforced or administered in a manner which gives it retro- active effect unless otherwise provided for by law.

Section 2. The Employer and the Union agree to abide by Section 7120, Standards of Conduct for Labor Organizations, and Section 7116, Unfair Labor Practices, Title VII, Civil Service Reform Act of 1978.

Section 3. The provisions of Title VII, Civil Service Reform Act of 1978, shall apply to all supplemental, implementing, subsidiary, or informal agreements between the parties to this agreement.

ARTICLE 6

UNION REPRESENTATION AND RIGHT OF VISITATION

Section 1. The Employer agrees to recognize two delegates from each vessel as representatives of the employees. The Union agrees to provide an up-to-date list of names of the delegates to the Employer. The Employer further agrees to recognize the officers and designated representatives of the Union for the purpose of presenting matters covered by this agreement.

Section 2. In the interest of efficient and economic operation of the vessels covered by this agreement, and in order to draw a reasonable distinction between official and non-official activities, those activities concerned with the internal management of the Union, membership meetings, solicitation of membership, campaigning for Union office and conduct of Union elections, will be conducted during the time the employee is in a non-duty status.

Section 3. Consultation with Union representatives or delegates normally will be conducted during regular working hours. Reasonable time will be granted to Union delegates, without loss of pay, to participate in officially requested or approved consultations or meetings with labor/management.

Section 4. Union representatives, by prior arrangement, may visit employees aboard the dredges for the purpose of discussing Union business and affairs. The Union will attempt to schedule such visits sufficiently in advance to board during non-operational periods. When circumstances dictate the need to board during an operational period, the Union will attempt to provide at least 48 hours, and not less than 24 hours, advance notice. All requests will be directed by phone or letter to the Employer. In unusual situations, visits which would disrupt operations or create hazardous situations may be deferred by the Employer until the situation is resolved. However, the Employer normally will accommodate visits requested for the purpose of discussing complaints or grievances which are known to the Employer. The Union representatives will be required to utilize normally scheduled launch trips to go aboard and leave the vessel. Upon boarding the vessel, the Union representative will immediately coordinate with the Master, Assistant Master, or an Employer designated representative, prior to any employee visitation, informing the Master/Assistant Master or Employer designated representative, of the approximate duration of his/her stay. Upon completion of visitation, the Union representative will coordinate with the Master/Assistant Master or Employer designated representative prior to departure from the vessel. There will be no overnight visits or special launch trips for the Union representatives.

Section 5. If employees are members of the Union negotiating team, they will be authorized official time for the purpose of participating in the negotiation of the collective bargaining agreement, including attendance at impasse proceedings, during the time the employee would otherwise be in a duty status. The number of employees for whom official time is authorized under Section 7131 of Title VII of the Civil service Reform Act of 1978, shall not exceed the number of individuals designated on the Management team.

Section 6. The Employer will provide a weekly report of the status of all corps minimum fleet dredges to the National Office of the Union, to include location and operating status.

Section 7. The Employer will notify the Union Delegate of all employee bargaining unit member casualties which involve the removal of the employee from the vessel for treatment of injuries incurred on the job.

Section 8. Whenever the dredge must change location via a previously unscheduled move, a reasonable attempt will be made by the Employer to notify employees on their days off or in approved leave status. It shall be the responsibility of each employee to keep the Employer advised of the employee's current address and phone number for such emergency purposes.

ARTICLE 7

DISCIPLINARY ACTION

Section 1. The Employer agrees that discipline will be administered in a fair and impartial manner, and that no employee will be discharged or otherwise disciplined, except as provided by DA Civilian personnel Regulations. District Regulations pertaining to conduct and discipline shall be provided to the Union delegate for posting aboard the dredge(s).

The employee will be advised specifically, in writing, as to all details of the offense with which he/she is charged, so as to enable him/her to understand the charge and to defend himself/herself against it.

Section 2. Employees will be given the opportunity to initial favorable or unfavorable comments entered by supervisors on the Employee Record Card (Standard Form 7B).

Section 3. It is hereby agreed that the Employer will annually notify all hopper dredge employees represented by the Union of their right to request Union representation at any examination of the employee in connection with an investigation if the employee reasonably believes disciplinary action could result.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. The Employer and the Union recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly, and in a manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest possible level of supervision.

Section 2. Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjustment of their grievance and appeals of grievance.

Section 3. A grievance shall be defined as a written, or oral, complaint, exclusive of statutory appellate procedures, by an employee, by the Union, or by the Employer concerning the effect or interpretation or application or claim of breach of this agreement, or an appeal of a disciplinary action, or any other matter relating to conditions of employment of unit employees with the exception of matters concerning:

- a. any claimed violation of subchapter III of Chapter 73 of 5 USC (matters relating to prohibited political activities);
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal under section 7532 of 5 USC(suspensions for national security reasons);
- d. any examination, certification, or appointment;
- e. the classification of any position that does not result in the reduction in grade or pay of an employee; and
- f. the removal of probationary employees.

Section 4. The negotiated grievance procedure shall be the exclusive procedure for resolving all matters falling within its scope, with the exception of the following:

- a. An employee affected by a prohibited personnel practice under Section 2303(b) (1) of 5 USC may raise the matter either as an EEO complaint under the statutory procedure or as a grievance under the negotiated procedures, but not both. An employee shall be

deemed to have exercised his/her option under this subsection at such time as the employee timely initiates a formal written EEO complaint under the statutory procedures or timely initiates a grievance in writing in accordance with this Article, whichever occurs first.

Selection of the negotiated grievance procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to Section 7702, Title 5 USC, in the case of any personnel action that could have been appealed to the Board. (Discrimination cases)

b. With respect to reductions in grade or pay, removals, suspensions for more than fourteen (14) days, and furloughs of thirty (30) days or less, undertaken pursuant to the provisions of either Section 4303 or Section 7512 of 5 USC, employees may either appeal such matters under the appellate procedures of Section 7701 of 5 USC or grieve them under the provisions of this Article, but not both. An employee shall be deemed to have exercised this option under this subsection at such time as the employee timely files a notice of appeal under the applicable appellate procedure or timely files a grievance in writing in accordance with this Article, whichever event occurs first.

c. Nothing in this Article shall be construed to preclude an employee from seeking legal redress in a court of law with respect to the subject matter of the employee's grievance; however, any costs associated with such legal action shall be borne by the employee, or as provided for by statute.

Section 4. Unit employees, the Union and the Employer may initiate grievances under this Article.

Section 5. Employees may file and present grievances without the approval of or representation by the Union. However, when an employee presents his/her own grievance, the Union will be notified by the Employer and will be given the opportunity to be represented at all formal discussions between the employee and the Employer concerning the grievance and the adjustment of employee grievances shall not be inconsistent with the terms of this agreement. Employee grievances may not advance to arbitration unless the Union invokes arbitration.

Section 6. Employees may have a representative of the Union assist them in the preparation and presentation of a grievance.

Section 7. Employees and their authorized representatives, if an employee, may have a reasonable amount of official time to prepare and present grievances or an appeal, as appropriate.

Section 8. Nothing in the agreement shall be interpreted so as to require the Union to represent an employee(s) if the Union considers the grievance to be invalid or without merit.

Section 9. In the event that a grievance is satisfactorily settled at or after the second formal stage (Step 3), such settlement shall be reduced in writing and copies supplied to the Union, the Employer, and the aggrieved employee(s). Questions involving the interpretation of published policies or regulations of components to the Department of the Army, or the DOD regulations or appropriate authorities outside the DOD, shall not be subject to grievance procedures or arbitration irrespective of whether such policies, laws or regulations are quoted, paraphrased, cited.

Section 10. Grievance under this agreement will be processed in the following manner and employees may be represented by their Union delegate in the presentation of a grievance at the first and second step of the grievance procedure provided such representation does not interfere with the vessel's operations and does not require payment of overtime to any employee. Where so represented, the aggrieved employee may request his/her representative to act as spokesman. Should an aggrieved employee choose not to be represented by the Union, the Union delegate on board the vessel shall be notified by the Master, when such grievance is presented at the first formal stage (Step 2) of the grievance procedure.

Section 11. Procedures.

Step 1. (Informal) Presentation either orally or in writing of the grievance to the Master within thirty (30) calendar days after the grievant learns of the circumstances giving rise to the dissatisfaction. The Master will give a decision on the matter within fifteen (15) calendar days. If the grievance is in writing, the Master's response will be in writing.

Step 2. (Formal) If settlement cannot be reached in Step 1, the grievance may be presented, in writing, to the Chief, Operations Division, within fifteen (15) calendar days after receipt of the Master's decision. A written decision shall be rendered by the Chief, Operations Division, within thirty (30) calendar days of receipt of the grievance. When the grievant is represented by the Union, his/her representative may request, either orally or in writing, a meeting with the Chief, Operations Division, or his/her designated representative, for the purpose of resolving the grievance. Such meeting shall be held at a mutually agreeable time and place. If available locally, grievant may also be present.

Step 3. If settlement cannot be reached in Step 2, the grievance may be presented to the Commander within fifteen (15) calendar days after receipt of the Chief, Operations Division's decision. Prior to presentation of the grievance to the District

Commander for decision, the Employer will forward the entire record to the Chief, Labor and Employee Relations, HQUSACE, for review and comment. This requirement is limited to proposed suspensions of fifteen (15) days or more or removals. The Chief, Labor and Employee Relations will discuss the case with the Union's National Representative, and will provide his oral comments, within twenty (20) calendar days, to the commander. The purpose of this step is to assure uniform application of the provisions of this agreement. The Commander shall render his/her decision within thirty (30) calendar days after receipt of comments from the Chief, Labor and Employee Relations, HQUSACE. If the Union is dissatisfied with the decision of the Commander, the grievance may be submitted to binding arbitration in accordance with the provisions of Article 9.

Section 12. Procedures for Union and Employer Grievance. This procedure shall be used by the parties to determine questions regarding the interpretation or application of this agreement. A concerted effort will be made by both parties to resolve any differences that might arise. If these informal efforts fail, the appropriate representative of the moving party will submit the dispute in writing to an appropriate representative of the other party within sixty (60) calendar days of the event or circumstance giving rise to the grievance, or to the date the moving party may have been reasonably expected to have learned of the event or circumstance giving rise to the grievance. If the dispute arises at the national level, the appropriate representatives of the parties are the Office of the Chief of Engineers, and the Union's Office of Government Fleet Operations. If the dispute arises at a District level, the appropriate representatives are the District Commander and the Union Representative assigned to the District concerned. The appropriate representatives of the parties, or their designees, will meet as soon as possible, but no later than fifteen (15) calendar days after receiving the written dispute, to discuss the grievance and attempt to resolve it. If the grievance is not resolved, either party may refer it to arbitration in accordance with the procedure set forth below.

Section 13. All time limits in this Article may be extended by mutual consent.

ARTICLE 9

ARBITRATION

Section 1. If the Employer and the Union cannot reach a settlement on a grievance, the Union may within thirty (30) calendar days after such decision by the Employer, make a formal request to the Employer that such unresolved grievance or dispute be submitted to arbitration for the arbitrator's decision concerning the grievance or dispute. No employee grievance shall be referred to arbitration without the approval of the employee or employees concerned.

Section 2. Within seven (7) calendar days from the date of receipt of the request for arbitration, the parties shall meet for the purpose of endeavoring to agree on the selection of the arbitrator. If the agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within fifteen (15) calendar days after receipt of such a list. If they cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of five and shall repeat this procedure. The first strike will be determined by a coin toss. The remaining name shall be the duly selected arbitrator.

Section 3. The arbitrator's fee and expense shall be borne equally by the Employer and the Union. In the event arbitration hearings are held in facilities not under administrative control of the Employer, the cost of such facilities shall be borne equally by the Employer and the Union. Further, the Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

Section 4. The arbitration hearings shall normally be held during the regular day shift hours of the normal basic workweek. One (1) employee, when serving a Union representative, the employee appellant, and the employee witnesses in the Unit who have direct knowledge of the circumstances and facts bearing on the case, shall be excused from duty to participate in the arbitration proceedings without loss of pay or charge to annual leave.

Section 5. The arbitrator will be requested by the parties to render his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing, unless the parties otherwise agree.

Section 6. The arbitrator's decision shall be binding on all parties subject to the right of either party to file exceptions to an arbitrator's award with the Federal Labor Relations Authority under applicable regulations.

Section 7. Arbitration of employee grievances and arbitration of disputes over the interpretation and application of the existing agreement may not be extended to changes or proposed changes in the agreement or any policy, regulations, or practice, now or hereinafter, in force wherein the Employer has discretion. Any grievance not satisfactorily settled under the negotiated grievance procedure shall be subject to binding arbitration which may be invoked by either the Union or the Employer. Grievances may be submitted for resolution without the approval of the employee(s) concerned.

Section 8. It is not the intent of this Article to increase, diminish, or impair in any manner, any rights of the employee or Employer to which either is otherwise entitled. This also extends to the arbitrator in the settlement of employee grievances and other disputes when arbitration is used. The arbitrator is prohibited from adding to, subtracting from, or modifying the terms of the agreement.

Section 9. Where agreement cannot be reached on an issue as to its grievability or arbitrability by the parties, it is agreed such issues will be submitted to an arbitrator for decision in accordance with the provisions of Section 2 of this Article.

ARTICLE 10

PERSONNEL REGULATIONS

The Employer shall provide to the Union, within thirty (30) days after the effective date of this agreement, a list and one copy of all regulations which govern the conditions of employment of bargaining unit members. At the request of unit members, employing districts will provide specific regulations.

Compensation. Upon request, information on compensation due to injury on the job will be made available to employees.

ARTICLE 11

EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree to the principles of equal employment opportunity which, among other things, prohibits discrimination because of race, color, sex, religion, age, handicap, or national origin.

ARTICLE 12

CONTRACTING OUT

Section 1. The Employer agrees to notify the Union at the time a decision is made to conduct any management efficiency studies, (including an OMB circular A-76 review) , of its in-house organization, provided such review could ultimately impact negatively upon bargaining unit employees through a reduction in force or contracting out of employees' functions. Such notification shall include the rationale for conducting the review and the possible impact upon bargaining unit employees.

Section 2. Should any management efficiency review result in a decision to proceed with a comparison, the Employer will, upon request, furnish the Union a copy of the performance work statement upon which both Government and commercial cost estimates must be based, at the time it becomes available to prospective bidders. The Employer will also advise the Union of any bidders conferences that are open to the public, and the Union shall have the right to attend such conferences and, at its option, submit oral or written comments bearing on the subject matter to be discussed.

Section 3. Employer decisions resulting from cost comparisons may be appealed by the Union in accordance with appeals procedures of the agency and OMB Circular A-76.

ARTICLE 13

REDUCTIONS IN FORCE

Section 1. The Employer agrees that all reductions in force shall be conducted in accordance with applicable laws and regulations of the Office of Personnel Management, Department of Defense, Department of the Army, and Corps of Engineers, which consider Veterans preference first, seniority second, and other applicable criteria in the following order.

Section 2. Employees demoted through reduction in force are entitled to grade and salary/pay retention in accordance with Office of Personnel Management regulations.

Section 3. When a reduction in force involves employees of this bargaining unit, the Union will be notified by the Employer and, at the Union's request, will provide documentation as to the propriety of any layoffs or other changes in employment, including copies of retention registers if so requested.

Section 4. The Employer in good faith will attempt to seek re-employment for any unit employee affected by a reduction in force layoff by seeking employment for him/her in Districts other than his/her original employment District and/or other Federal Maritime agencies.

ARTICLE 14

PROTECTION AGAINST REPRISAL

Section 1. The Employer agrees that employees shall be protected against reprisal for the disclosure of information which the employee reasonably believes evidences:

- a. violation of any law, rule, or regulation
- b. mismanagement or gross waste of funds, and abuse of authority, or a substantial and specific danger to public health or safety.

Section 2. Employees who expose violations of law and mismanagement as set forth in sections (a) and (b) above may be publicly commended and may be eligible for cash award bonuses and other performance awards.

ARTICLE 15

WAGES

Section 1. Wage rates will be paid as established under Section 5343, Title 5, USC, which requires that compensation of employees be fixed and adjusted from time to time as nearly as is consistent with the public interest in accordance with prevailing rates. The wage adjustments shall be made in accordance with prevailing rates of the commercial maritime industry, when such is authorized by the Department of Defense Wage Fixing Authority.

Section 2. The Employer agrees that employees whose jobs require essentially the same duties and responsibilities on similar types and sizes of vessels should be classified at the same grade level. The four (4) hopper dredges comprising the Employer's minimum fleet (WHEELER, MCFARLAND, YAQUINA, and ESSAYONS), are considered to meet this test and be equal for purposes of this section.

Section 3. The Employer agrees to provide the Union with organization charts for each vessel employing bargaining unit members with appropriate job descriptions for each. Thereafter, the Employer will notify the Union of any proposed change to these documents, and/or the status of vessels, and, at the Union's request, negotiate with the Union concerning the impact of these changes.

ARTICLE 16

OVERTIME AND OTHER COMPENSATION

Section 1. Wages, shift differentials, premium pay and environmental pay will be established in accordance with the provisions of FPM Supplement 532-1, including Appendix J, the Federal Wage System, and the Fair Labor Standards Act as amended.

Section 2. Overtime assignments will be distributed as equitably as possible, consistent with mission and job requirements.

Section 3. If unlicensed personnel are required to work time which goes beyond their normal shift, they will be compensated for time actually worked.

Section 4. All vessel personnel will be compensated at the prescribed overtime rates for all work performed in excess of all regularly scheduled hours. Work performed on Sundays, and holidays will be paid in accordance with applicable regulations.

Section 5. Unlicensed personnel who, after being relieved from their normal watch or duty hours, are called up, will be given a minimum of two hours of compensable work which will be paid at overtime rates, if applicable.

Section 6. Unlicensed personnel required to work overtime may secure a qualified replacement if approved by his/her supervisor.

Section 7. Laundry. The following crew members will be authorized a maximum of one-hour overtime per occurrence whenever the appropriate supervisor determines that washing of the items specified below is necessary outside normal duty hours due to untimely delivery of laundered items.

a. Members of Stewards Department - when required to wash Stewards Department uniforms.

b. All crew members - when required to wash their own linen.

c. Overtime will be authorized in advance, and appropriate overtime approval will be followed by the Employer for each employee designated. Overtime will be paid, in fifteen (15) minute increments up to a maximum of one hour, upon supervisory verification that specified items were washed and upon supervisory assessment of the amount of time necessary to perform washing.

Section 8. Overtime for Members of the Steward Department. When members of the galley crew are assigned to: (1) prepare or serve meals for extra people other than regular crew members or, (2) are assigned to soggy or, (3) are assigned to cleaning meat and chill

boxes or, (4) are required to serve late meals or to stand by if meal hours are extended for any reason, or, (5) are required to do extra work due to shortage of personnel because of illness or leave, they shall be compensated at appropriate overtime rates, if such work is in excess of their regularly scheduled hours of work.

ARTICLE 17

WAR RISK BONUS

In case any vessel operated by the Employer or an Employer vessel transferred to a military department, in time of national emergency, is subjected to conditions under which war risk bonuses (area, harbor attack, or vessel attack bonuses) are payable under appropriate regulations, bonuses shall be payable under the same rates and conditions as defined per regulation.

ARTICLE 18

HOLIDAYS

Section 1. The Employer agrees to follow the provisions for holidays, entitlement for premium pay and special provisions for holidays following on Sunday, Saturday, and non-workdays as contained in appropriate regulations.

Section 2. When the holiday occurs on the first day or last day of an unlicensed crew member's duty tour days aboard the vessel, he/she may be given the day off to depart the vessel a day early or a day late, in accordance with applicable regulations.

Section 3. When the holiday occurs during an employee's days off the vessel, the holiday will be moved to his first day returning or his/her last day department the vessel, whichever is closest. The employee shall be permitted to depart a day early or return a day late. When operational necessities require that the employee remain on board and work on a holiday, holiday pay will be paid in accordance with applicable regulations.

Section 4. The following are the recognized holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Columbus Day, Veterans' Day, Christmas Day, and the Birthday of Martin Luther King, Jr.

The foregoing list shall be revised or supplemented from time to time by any other day designated as a holiday by Federal Statute or Executive order.

ARTICLE 19

LEAVE

Section 1. Annual and Sick Leave

Requests for leave will be submitted to the appropriate supervisor. The Employer shall not discriminate nor unreasonably restrict use of leave by employees. Retroactive approval may be given when circumstances warrant. Requests for scheduled leave will be in writing and the approval of such leave will also be in writing. Consideration will be given to leave requests outside of scheduled shipyard periods. When leave is denied, the reasons for such denial will be given to the employee in writing. Denial of leave is a grievable issue.

a. When circumstances warrant, such as emergencies, employees may request annual or sick leave by telephone. When leave is requested by telephone, the employee shall request such leave of his/her supervisor with as much advance notice as is practical.

b. Employees will be allowed to use accrued annual and shore leave during periods of furlough provided such leave is requested and approved in writing prior to the beginning of the furlough period.

Section 2. Shore Leave. A Corps hopper dredge, when operating outside its normal area of operations, or enroute to or from such operations or undergoing repairs outside its normal area of operations, or enroute to or from this repair status will be considered an Oceangoing vessel for purposes of the law governing entitlement to shore leave.

a. An extended voyage for a hopper dredge means operating for seven (7) consecutive calendar days or more either beyond the normal area of operations or partly within and partly beyond the normal area of operations.

b. Shore leave accrued as defined above will be 2 days for every thirty (30) calendar days the vessel is working outside its normal area of operations, and the calendar days need not be consecutive but will be calculated and pro-rated for each day an employee is assigned aboard a vessel on such extended operations.

c. Shore leave will be accrued by employees of the bargaining unit whenever the hopper dredge to which they are assigned and employed on duty aboard proceeds on an extended voyage beyond its normal area of operations as defined in Paragraph d. below.

d. The normal area of operations for each of the Corps hopper dredges is as follows:

<u>DREDGE</u>	MANAGING DISTRICT	NORMAL AREA OF OPERATIONS
McFarland	Philadelphia	From a point 10.5 nautical miles ENE of Fire Island Light, to a point on to a point on Assateague island, 15 nautical miles SSW miles SSW of Ocean City, MD Radio Beacon Tower.
Wheeler	New Orleans	From Venice, LA to a point 3 nautical miles west of Point Au Fer Light in the Atchafalaya Bay, LA and in the opposite direction, to the direction, to the western shore of Perdido Bay.
Essayons	Portland	Haceta Head, OR. or north to Copalis Head, WA.
Yaquina		

e. The normal area of operations for any new or reactivated hopper dredge will be negotiated between the parties prior to activation of the vessel.

ARTICLE 20

WORKING RULES

Section 1. Hours of Work.

a. The standard work week and work day will established by each individual district respectively, except as otherwise provided by this agreement and may not be changed or altered except as agreed to by the parties and made a part of this agreement by supplemental negotiations.

b. The hours of work for crew members returning to the dredge at the beginning of any tour of duty will be scheduled to insure completion of the regularly scheduled workday. In this regard, employees who report to .the launch pick-up point at the designated time, but, due to the late arrival of the launch to the dredge, are unable to begin their workday as scheduled, will be excused without charge to leave for the time lost.

Section 2. Work Schedules.

a. "Work schedule" is defined as the hours that the employee works .within the tour of duty, e.g., day work or watches. Changes of employees' work schedules will be established or changed by written announcement at least two (2) weeks in advance, except in emergencies. When the Employer knows in advance of an administrative workweek that the work scheduled to be worked by an employee will differ from the original work schedule, it will be adjusted to reflect the actual hours to be worked.

b. A "tour of duty" is defined as the number of days worked by the unlicensed crewmember and the number of days off. The Employer will retain .the original beginning and end of the tour of duty except in cases of emergencies, and moves between vessels. Established tours of duty will not be changed unless.at least two (2) weeks notice in writing has been given. Posting of changes in tours of duty on bulletin boards will be considered to be notice in writing.

c. It is agreed that on vessels operating around the clock, every effort shall be made in scheduling watches, to insure that unlicensed personnel get the maximum time off. If there is a dispute on this, unlicensed personnel may file a grievance.

Section 3. Port Watch.

a. Non-officer watch personnel will be required to stand port watches as established per district. If the stay in port exceeds twenty-four (24) hours, and sea watches are broken, one straight watch will be stood.

b. Upon completion of the watch, the employee may leave the vessel after obtaining permission of the senior office on board. Permission will be granted in all cases, provided means to get ashore and return are available, weather conditions and location of the vessel allow, and no emergency situation exists or is imminent that would require the presence of the employee.

Section 4. Rest Periods.

a. Rest periods of up to fifteen (15) minutes during each four (4) hours of continuous work of the regular daily tour will be permitted when the granting of the rest period does not interfere with operations, nor involve payment of overtime. Watchstanders shall be allowed to have coffee time at the watch station.

b. Rest periods of up to fifteen (15) minutes will be permitted and paid at overtime rates within each scheduled four (4) hour overtime period, when granting of the rest period does not interfere with operations and the employee is available to perform substantive work.

c. Rest periods may not be used to extend the lunch period, nor to shorten the scheduled daily or weekly tour.

d. Rest periods will normally be taken on completion of the first two (2) hours of the four (4)-hour tour.

e. When the vessel is underway, the Quartermaster shall be allowed one twenty (20) minute rest period.

Section 5. Sailing Board Time.

a. The sailing time shall be posted at the gangway on arrival when the vessel's stay in port is twelve (12) hours or less.

b. If the vessel's departure is delayed and the delay is due to change of the vessel's work orders, or breakdown of any of the vessel's equipment, the new estimated time of departure shall be posted on the sailing board as promptly as possible.

c. All unlicensed personnel shall be aboard the vessel and ready for sea and least one-half (1/2) hour before the scheduled sailing time.

Section 6. Securing Vessel for Sea. All Employer hopper dredges must be safely secured before making ocean voyages, exclusive of trips to ocean disposal areas for dumping.

Section 7. Safe Working Conditions.

a. The Employer recognizes its responsibility to assure it complies with U.S. Army Corps of Engineers Regulations and Requirements for Safety and Health (EM 385-1-1) and all applicable provisions and requirements of the Occupational Safety and Health Act, Executive Order 19196, U.S. Department of Labor Regulations, and DOD Occupational Safety and Health Program directives. All regulations will be adhered to and become part of this agreement.

b. The Employer agrees to furnish safe gear and well maintained working equipment and to provide safe working conditions in accordance with the above regulations and requirements.

c. Employees are responsible for strict compliance with all established safety rules and practices, and for prompt reporting of unsafe conditions, equipment or devices to their supervisors.

d. With regard to noise aboard vessels, the Employer agrees to comply with all pertinent Federal regulations pertaining thereto, including monitoring and ear protection programs.

e. The Employer agrees to provide appropriate training, protective equipment and clothing, and management for the operation and repair of marine sanitation devices and systems.

f. Safety Exposure Reports for all vessels wherein personnel are quartered on board shall reflect twenty-four (24) hour per day exposure by the unlicensed personnel who reside on board.

g. Appropriate uniforms shall be provided to members of the galley crew. When determined by the Employer coveralls will be made available to crew members when they will be involved in work which may result in damage to clothing.

h. The Employer and the Union agree that safety aboard vessels is a definite requirement and, where appropriate, Coast Guard and OSHA standards will be maintained.

Section 8. Emergency Duties. Any work necessary for the safety of the vessel, crew, or for the saving of other vessels, lives, or cargoes, shall be performed at any time on immediate call by any or all unlicensed personnel. This section, however, is without prejudice to any rights of salvage which the unlicensed personnel may have.

Section 9. Fire and Lifeboat Drills. Such drills will be conducted only during operating periods and in accordance with Corps of Engineers and Coast Guard requirements. Preparation for emergency drills, such as stretching fire hoses, hoisting and swinging out boats, and so forth, shall not be done prior to the signal for such drill. Upon the completion of emergency drills, all hands may be required to remain at their stations for the purpose of securing boats and gear. The signal to dismiss shall not be sounded until this has been done. While at their emergency stations, unlicensed personnel shall be instructed in their emergency duties by the officers who are responsible for emergency operations. The performance of such drills shall not constitute a claim for the payment of overtime. It shall not be made a general practice to hold emergency drills exclusively on Saturdays, Sundays, or holidays in ports or at sea.

Section 10. Assigning Personnel to Higher Ratings.

a. If, because of illness or other reasons, an unlicensed employee is assigned for at least 4 hours to a licensed position for which he/she holds a Coast Guard license, he/she shall be promoted to and receive the higher rate of pay during such assignment.

b. An employee required to perform the duties of a higher grade on a temporary basis will receive the pay for the higher grade during all the time he/she performs such duties for periods of two consecutive day or more.

Section 11. Promotions.

a. The Employer agrees to select unlicensed personnel for promotion to higher jobs in accordance with the provisions of the appropriate District's Merit Promotion Program. Vacancy announcements for each hopper dredge will be posted in a timely fashion aboard each hopper dredge within the owning District.

b. In the case of positions requiring USCG documentation, appropriate qualifications includes the appropriate USCG documentation for the position to which promotion is being sought.

Section 12. Certification of Service. Time aboard the vessel will be certified by the Employer in writing within thirty (30) days of a written request by the unlicensed crew member.

Section 13. Performance Appraisals.

a. Unit employees will receive their performance appraisal in accordance with the Department of Army Performance Appraisal systems and this agreement.

b. Performance requirements for all jobs must be reasonable, fair and equitable. Performance ratings will be based on an assessment of the results of the employee's performance against the standards/requirements communicated to the employee at the beginning of the appraisal period or changed during a progress review and documented in the employee's performance plan. The evaluation process will be clearly explained to the employee. The employee should sign the rating to indicate that it has been discussed. If the employee refuses to sign, the rating official should so note. The basis for the evaluation shall be in writing, and the employee shall be given an opportunity to evaluate all the documentation used as a basis of the employee's rating. A copy of the evaluation shall be provided to the employee, and a copy shall be maintained board each vessel and be available to the employee.

c. Appropriate counseling (formal or informal) will be utilized by the Employer to assist the employee in understanding how an assessment of performance is made.

d. Employees will be informed of the Department of Army Performance Appraisal System and their rights and responsibilities under the system.

Section 14. Other Duties as Assigned. Management officials of the agency retain the right to assign duties to an employee and, in addition, retain the right to assign duties consistent with good management practices to any employee in addition to his major duty assignments. However, it is not intended that duties, inconsistent with the general level of a job, will be regularly assigned. These duties are to be so insignificant to the performance of normally assigned duties as not to affect the classification or grade of the position.

Section 15. Jurisdiction. Insofar as is practicable, unlicensed personnel will perform the customary and recognized duties of their respective department and rating. The Employer shall make reasonable efforts to fill vacant unlicensed positions with qualified personnel.

Section 16. Certification and Testing. Administrative leave to cover period of testing only will be granted to employees to take Coast Guard tests, whenever such tests must be taken in order to obtain or renew Coast Guard certification required in the employee's present position.

Section 17. Facilities and Publicity.

a. Available space will be provided on the ship's bulletin boards for posting of official Union literature and publications. Union notices or bulletins may be posted or distributed in areas designated by the supervisor in charge at the location. Officials of the Union may post notices on designated bulletin boards without prior approval of management. The Union will be fully and solely responsible for the posted material, in terms of accuracy and adherence to ethical standards. This included full responsibility for any statements made against an individual or any organization to the extent that the union may have to substantiate the statements (or otherwise answer for their charges) through the courts or other legal proceedings. Violation of standards concerning content and distribution of literature will be grounds for revocation of this privilege. All costs incident to the preparation, reproduction, and distribution of such material will be borne by the Union.

b. When dredging site allows, every effort will be made, on a daily basis, to provide mail and newspapers to unlicensed personnel.

Section 18. Communications. The marine radio (Marine Operator facility) may be used to transact Union affairs when calls do not interfere with the dredging operations or the conduct of the ship's business. The Ship's Delegate may be designated by the Union as representative to conduct Union business by use of marine radio (Marine Operator facility) during off-duty hours. Permission to use the marine radio (Marine Operator facility) must be obtained from the Master with the cost of marine calls to be borne by the union. Placing calls with the marine operator must be on a "Collect" basis.

Section 19. Meetings. Unlicensed personnel shall be granted official time or paid overtime in accordance with appropriate regulations when attendance at meetings is mandated by the Employer.

Section 20. Absence for Voting. The Employer agrees to grant reasonable time (administrative leave) for employees to register and vote in any election or in referendums in a civic matter in their community in accordance with applicable regulations as long as such absence will not seriously interfere with operations. Employees are encouraged to use absentee ballots whenever practicable.

Section 21. Payroll Procedures.

a. At the employee's option, the Employer will provide pay to employees by means of Direct Deposit/Electronic Funds Transfer to the employee's financial institution or mailed to a personal address.

ARTICLE 21

LIVING ACCOMMODATIONS

Section 1. Quarters. Adequate living accommodations and furnishings shall be provided for the unlicensed personnel. Quarters shall be clean, lighted, equipped with fresh hot and cold running water and adequately heated and ventilated. All doors shall be provided with locks. Medicine cabinets shall be provided in crew quarters.

a. Linen. Clean linen shall be supplied to unlicensed personnel on a weekly basis.

b. Lockers. A sufficient number of lockers shall be provided so that each employee shall have one locker of full length, wherever space permits, with sufficient space to stow a reasonable amount of gear and personal effects.

c. Desks. If space permits, kneehole desks and transom chairs shall be provided.

d. Cleanliness of Quarters. All quarters assigned for the use of unlicensed personnel are to be kept free from vermin insofar as possible. This is to be accomplished through the use of exterminating facilities provided by the Employer. It is further understood that the crew is to take reasonable care to keep their own quarters clean and in a sanitary condition.

e. Washrooms. Adequate washrooms and lavatories shall be made available for unlicensed personnel of each department, and washrooms will be equipped with a sufficient number of showers or baths and wash bowls.

Section 2. It is understood and agreed that standards for employee quarters shall include all amenities currently provided and that except as may be required by law or government-wide regulation, existing practices will not be changed by the Employer without first discharging its bargaining responsibility.

Section 3. Crew Equipment. The following items shall be supplied to the unlicensed personnel:

a. A suitable number of blankets.

b. Bedding consisting of two sheets, one spread, one pillow slip, which shall be available weekly.

c. One face and one bath towel, which shall be available at least weekly.

d. One cake of soap such as Lux, Lifebuoy, Palmolive, or Ivory with each towel change.

e. One cake of sand soap such as Lava, etc., one box of washing powder such as Tide or Duz weekly. Laundry soap shall be available upon request.

f. Innerspring mattresses and pillows of good quality shall be supplied. The care and upkeep of innerspring mattresses shall be the responsibility of the individual crew member using the mattress. Where innerspring mattresses are supplied for the use of unlicensed personnel, they shall be replaced as necessary. It is understood that innerspring mattresses supplied to the unlicensed personnel shall not be removed from the rooms by any member of the unlicensed personnel, except on authority of the Employer.

g. Safety matches will be available.

h. A washing machine and dryer shall be provided and maintained in operating condition by the Employer where adequate space is available.

i. Unlicensed personnel shall be responsible for their linen. No linen or towels shall be furnished until soiled linen and towels have been returned. Any employee willfully damaging or destroying linen shall be held accountable for same. Laundry will be hung only in spaces approved by the Employer.

j. Ironing board and iron will be provided. The Employer will replace the iron and/or parts due to normal wear and usage. The safekeeping, proper care and use and maintenance responsibility of the unlicensed personnel.

k. Oscillating fans or other means of adequate ventilation shall be provided in storerooms, work shops and galleys except where hazardous or wet or damp conditions as defined by law prohibit such installations.

l. The vessel's medicine chests shall be equipped with common household medicines used normally for common first aid treatment.

m. A refrigerator shall be furnished for night lunches for the use of crew members.

n. The Employer will provide a television set and maintenance and repair as required.

o. A video cassette system shall be available to the TV in the messroom or recreation space for unlicensed personnel. An adequate supply of VCR films will be available to the crew.

p. The use of all radios shall not interfere with the rest of off-duty personnel or normal operations of the dredge.

Section 4. Meals.

a. All meals on full service vessels will provide second choices and will provide for a reasonable selection salad bar at the noon meal and evening meals.

b. The following menu shall be used as a guide in preparation and serving of meals aboard the hopper dredges.

(1) Breakfast: Fruit or fruit juice, vegetable juices and eggs to order will normally be made available for breakfast. Other breakfast items may include fried ham, bacon or sausage, hot cakes and french toast. Coffee, tea and milk will be available.

(2) Lunch and Dinner: Items to be served at lunch and dinner will be selected as available from the following first and second:

First Choice Entrees:

Roast of Beef Au Jus, Sirloin or Rib Steaks, Roast Pork, Pork Steak, Chops, Roast Fresh Ham, Ham Steak, Baked Ham, Roast Veal, Veal Chops, Veal Cutlet, Roast Chicken, Southern Fried, Broiled or Roasted Duckling, Turkey, London Broil, Mixed Grill, Roast Leg of Lamb, Lamb Chops, Corned Beef, Shrimp, Scallops, Salmon, Fillet of Sole, Flounder, and Red Snapper.

Second Choice Entrees:

Beef Stew or Goulash (no leftovers added), Lamb Stew, Corned Beef Hash with Eggs, Chop Suey, Chow Mein, Frankfurters, Knockwurst, Hamburgers or Chop Meat dishes, Sausages, Curries of Meat or Fish, Roulades of Beef, Veal Peppers, Liver, Spare Ribs, Lamb Shanks, Fricassee of Chicken (not wings which are not considered as an Entree), Chili Con Carne, Oxtails, Pigs Knuckles, Stuffed Corn Peppers, Stuffed Cabbage, Hot Roast Meat Sandwiches, and Smoked or Corn Tongue. Kidney Pie, Tripe, Beef Kidney, Minced Meat on Toast, Welsh Rarebit, Ham Jambalaya, Meat or Fish Dish extended with pasta, noodles or rice.

c. Whenever the dredge is operating in foreign waters, every effort will be made to satisfy the reasonable food preference of the unlicensed personnel and to provide a variety of wholesome nourishing meals in adequate quantities with food stuffs that are available from military supply sources or open market procurement.

Section 5. Meal Hours. Meal hours aboard the vessels will be arranged so as to be convenient to the schedule of the unlicensed personnel. These hours may be varied. Such variation shall not exceed one hour either way, provided that over one unbroken hour, meals shall be served and a reasonable time of one-half hour will be permitted for eating. This, however, shall not apply to men on watch.

Section 6. Messrooms. Suitable messrooms equipped with chairs or benches shall be provided for the use of the unlicensed personnel and such messrooms shall be separate and apart from the sleeping quarters.

Section 7. Midnight Lunch. If the crew works continuous overtime until midnight, men shall be provided with a hot lunch at midnight. If the crew works continuous overtime as late as 10:00 P.M., coffee and night lunch shall be available. If the crew works as late as 6:00 A.M., coffee shall be provided. The above does not apply to crew members standing routine, donkey, or gangway watches.

Section 8. New Construction. In the case of new construction, conversion, or rehabilitation which includes or affects employees' quarters, the Employer agrees to consult with the Union at least ninety (90) days prior to finalizing construction requirements. The Union shall be given an opportunity to comment upon final decor and furnishings planned for redecorated or new quarters.

Section 9. Quarters and Subsistence Allowances. In accordance with 5 USC 5947 and other applicable regulations, a reasonable subsistence and/or quarters allowance (which shall be equal to current local per diem rates), will be paid to employees who are otherwise in a duty status when :

a. Quarters and/or subsistence are not available aboard the vessel and are not otherwise provided.

b. Available quarters are determined by the Employer to be uninhabitable due to lack of heat, light, hot and cold running water, sanitary facilities, or other reasons, and are not otherwise provided.

c. Adverse weather conditions or similar circumstances beyond the control of the employee prevent transportation of the employee from shore to the vessel.

d. A vessel is in seasonal lay-up and/or undergoing repairs, and quarters and subsistence are normally provided but are not available.

Such payments will be based upon the actual cost of lodgings obtained by the employee, not to exceed that amount allowable under the Department of Defense Joint Travel Regulations.

Section 10. If the aforesaid conditions occur while the vessel is not at a pier or dock, the Employer will provide round trip transportation ashore to a designated crew launch pick-up point upon request.

Section 11. The Employer will attempt to ensure that shipyard cleanup facilities are available to employees when necessary.

ARTICLE 22

PHYSICAL EXAMINATIONS

Section 1. Physical Examinations. The policy of requiring physical examinations will be continued as they existed on the day prior to the effective date of this agreement and will continue without change while this agreement is in effect.

ARTICLE 23

DRUG TESTING

The parties agree to satisfy all requirements of implementation and impact bargaining prior to the establishment of policies and procedures used to implement, operate and evaluate the Corps of Engineers Civilian Alcohol and Drug Abuse Prevention and Control Program.

ARTICLE 24

TRAINING AND DEVELOPMENT

Section 1. The Employer and the Union concur that a training program is beneficial for the employees and for the Employer, and agree to the following:

a. The Employer will administer a program whereby unit employees may, at the Employer's expense, attend training for the purpose of upgrading and retraining, provided such training is directly related to an employee's planned future assignment. Selection for training shall be competitive. This training may be at government schools, private schools, or Union schools, subject to Employer approval. All costs for such training will be borne by the Employer in accordance with applicable regulations.

b. Any bargaining unit employee who desires to upgrade or retain, but who is not selected for training through competitive procedures, may be granted leave, i.e. annual, LWOP, shore leave, or administrative leave, to attend such training. Approval to attend is subject to the Employer's work schedule and must be at a training facility approved by the Employer. The Employer will pay 50 per cent of the tuition costs incident to the training. All other costs will be paid by the employee.

c. In recognition of U.S. Coast Guard safety requirements relating to proper operation and use of radar, the Employer will grant each qualified employee in the unit sufficient time, tuition, per diem and transportation to attend radar school for endorsement and renewal as required.

ARTICLE 25

SMOKING POLICY

The Employer and the Union agree to recognize the rights of smokers and non-smokers alike. Current policy and practices aboard Corps of Engineers vessels, as they pertain to bargaining unit members, will not be changed without discharging the bargaining responsibilities.

ARTICLE 26

TRAVEL COMPENSATION

Section 1. Travel ordered by the Employer will be accomplished during duty hours whenever possible. Employees will be compensated for travel during non-duty hours and costs incident to such travel in accordance with applicable regulations. Employees may be provided with money in advance of travel, where practicable, in accordance with appropriate regulations.

Section 2. The Employer recognizes that it is the desire of the Union to negotiate a contract provision which would provide for the payment of transportation expenses for the employees from the employee 's home of record to the dredge, wherever it may be located.

Section 3. It is the position of the Employer that current laws, regulations and decisions of competent authorities, prohibit the payment of transportation expenses from the employee's home of record, wherever it may be located. The Union does not agree with this position.

Section 4. Inasmuch as the parties differ over the Employer's ability to compensate employees for travel from their home of record to the dredge, it is hereby agreed that:

a. Within thirty (30) calendar days from the effective date of this agreement, the Employer will provide the Union with a detailed analysis of its position to include current policies, practices and working conditions within the bargaining unit.

b. Should any changes in regulation and/or a decision of the United States Comptroller General impact the issue of travel compensation, the parties will, within 60 days of that ruling, resume negotiations on the issue within the parameters permitted by that decision.

Section 5. Foreign Areas. Whenever, the Employer hopper dredges are operating in foreign areas (to include Hawaii, Alaska and U.S. Territories), the following will apply:

Employees, for whom no quarters and meals are available aboard the dredge during their non-duty days, may request at the end of each tour of duty, in lieu of an allowance for on-shore subsistence and quarters, a round trip airline ticket to the city in which their managing District Headquarters is located, and return. The Employer agrees to furnish such transportation providing the cost of such does not exceed what it would have cost the government had the employee been provided an allowance in lieu of quarters and subsistence during the non-working period. In the event transportation costs exceed subsistence and quarters referred to above, the employee shall have the option to pay any such cost personally, and the air ticket will be provided under this mutually agreed upon provision. Such travel will be accomplished on the employee's own time, without overtime payment permitted; except, the employee will in no way be penalized for unannounced or unexpected movement of the vessel, or of adverse weather conditions, any of which might prevent his scheduled return.

ARTICLE 27

HOME PORT

Section 1. All hopper dredges will have one (1) designated home port.

Section 2. The Home Port which is established will not be changed unless the vessel is transferred permanently to another District or a significant change in operational area occurs which necessitates such a change. If the vessel is to be permanently transferred, the Employer will notify the Union prior to such transfer and fulfill its statutory obligation regarding impact bargaining. Negotiations will not be required when the vessel is on a temporary assignment to operations in another District.

Section 3. The Home Port and Managing District for the Corps hopper dredges are designated as follows:

<u>DREDGE</u>	<u>HOME PORT/MANAGING DISTRICT</u>
MCFARLAND	Philadelphia, PA
WHEELER	New Orleans, LA
ESSAYONS	Portland, OR
YAQUINA	

ARTICLE 28

VOLUNTARY ALLOTMENTS FOR THE PAYMENT OF UNION DUES

Section 1. General. This Article is for the purpose of permitting eligible employees who are bargaining unit members to pay dues through the authorization of voluntary allotments from their compensations. This Article covers all eligible employees:

- a. Who are members/applicants in this Union;
- b. Who voluntarily complete Standard Form 1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues;
- c. Who receive compensation sufficient to cover the total amount of the allotment; and
- d. Who are in the exclusive bargaining unit.

The parties agree that the provisions of this Article are subject to, and will be governed by, applicable Federal law, rules, and regulations issued by the Office of Personnel Management, Federal Labor Relations Authority, and Department of Defense regulations and will be modified by any future amendments thereto.

Section 2. Employer Responsibilities.

The Employer is responsible for:

- a. Permitting and processing voluntary allotment of dues in accordance with this agreement;
- b. Withholding dues on a bi-weekly basis;
- c. Notifying the Union when an employee is not eligible for an allotment. The Central Payroll Office, Omaha, Nebraska, is responsible for this notification;
- d. Withholding new amounts of dues upon certification from the authorized Union official;
- e. Transmitting remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made;
- f. Forwarding, as a separate submission each pay period, a copy of all revocation notices received in the Payroll Office to the allottee designated by the Union; and

g. Providing the following information on the remittance listing:

(1) The name of each employee for whom the deduction has been authorized to be made during the current pay period;

(2) For each employee or group of employees, the following information will be given to the extent applicable:

(a) Amount withheld;

(b) No deduction because employees' compensation is insufficient to permit a deduction.

Section 3. Labor Organization Responsibilities.

The Union is responsible for:

a. Informing its members on the voluntary nature of the system for the allotment of employee organization dues including the conditions under which the allotment may be revoked once a year;

b. Obtaining and distributing to bargaining unit members Standard Form 1187;

c. Notifying the Central Payroll Office, Omaha, Nebraska, in writing, of:

(1) Current authorized name and title of the official who will make the necessary certification of Standard Form 1187 in accordance with this agreement;

(2) Any change in the amount of dues to be deducted;

(3) Any employee who is no longer in good standing within ten (10) days of the date of such determination.

d. Forwarding properly executed and certified Standard Form 1187 to the Central Payroll Office on a timely basis; The Employer's internal distribution system will not be used for this purpose.

e. Promptly forwarding an employee's revocation (memorandum or Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Central Payroll Office when such revocation is submitted to the Union; and

f. Keeping the Central Payroll Office informed of the name, title, and address of the allottee to whom remittance should be sent. Until further notice, this will be:

District No. 1 - MEBA/NMU (AFL-CIO)
Unlicensed Division
30 Montgomery Street, Suite 800
Jersey City, NJ 07302

Keeping the Central Payroll Office informed of the allottee to whom checks shall be payable. Until further notice, this will be:

District No. 1 - MEBA/NMU (AFL-CIO)
Unlicensed Division
30 Montgomery Street, Suite 800
Jersey City, NJ 07302

Section 4. Joint Stipulations.

a. The amount of the dues to be deducted as allotments from compensation may not be changed more frequently than once each twelve (12) months.

b. Administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the employee organization. If the Union is not scheduled to receive a remittance check after discovery of an error, the gaining party agrees to promptly refund the erroneous remittance.

Section 5. Separability Clause. Should any federal law or court hold any provisions of this agreement invalid, it shall immediately be deemed inapplicable, but other provisions of the contract will remain in force. Further, the parties shall meet promptly to agree upon appropriate amendments to such affected provision or provisions so that they are valid.

Section 6. Effective Dates For Action Under This Agreement.

The Central Payroll Office will be responsible for coordinating the actions described under this agreement prior to payroll processing. The effective dates for actions under this agreement are as follows:

Starting dues withholding

First pay period after date of receipt of properly executed and certified Standard Form 1187 by the Central Payroll Office; no more than once

every 12 months. An employee must remain on payroll deductions for 1 year after commencement of dues withholding.

Changes in amounts of dues

First pay period after receipt of certification by the Central Payroll Office.

Revocation by employee:

Revocation may be made by use of SF 1188 or by memorandum

An employee may revoke dues withholding after his or her first year of being on dues withholding. Revocation must be made on the first pay period following March 1 of each year. Notice must reach the Central Payroll Office not later than C.O.B March 1 each year.

Termination due to loss of membership in good standing.

First pay period after date of receipt of notification by the Central Payroll Office.

Termination due to loss of exclusive recognition on which allotment was based.

First pay period after date of receipt of notification by the Central Payroll Office.

Termination due to separation or movement to recognition area not covered by this agreement.

First pay period after date of receipt of notification by the Central Payroll Office.

ARTICLE 29

EFFECTIVE DATE AND DURATION

Section 1. This agreement shall become effective thirty (30) calendar days following the date approved by the Department of the Army, provided the agreement has been executed by the Union, and will remain in effect for thirty-six (36) months from that effective date. Thereafter, this agreement shall remain in effect from year to year unless either party shall notify the other in writing no more than one-hundred and five (105) days nor less than sixty (60) days prior to the expiration date of this agreement or any subsequent expiration date of its desire to terminate or renegotiate this agreement. The parties further agree that this agreement shall terminate if the Union loses its status as the exclusive representative of the unit of recognition described in this agreement.

Section 2. By mutual consent of the parties, this agreement may be opened at any time for amendment. Furthermore, modification or amendment of this agreement will be made when such action is necessary because of changes in applicable laws or regulations. If this agreement is opened for amendment the following shall apply:

a. Negotiations shall be held at such time and place as is mutually agreed upon by the parties, and

b. Each party may bring technical advisors to the negotiations, and

c. Selected unit employees shall be allowed to remain in a pay status to attend such negotiations as members of the Union team; however, such total number of unit employees shall never exceed the number of management officials conducting negotiations, and

d. Each party shall be responsible for securing the presence of its team members, and,

e. Title VII of the civil Service Reform Act shall govern the parameters of negotiations and the resolution of any impasses.

Section 3. The parties agree that local supplemental agreements may be negotiated at the District level. Such local agreements, however, may not be inconsistent with this agreement. A representative of the National offices of each party, or his designee, shall participate in local negotiations and such local agreements shall not take effect unless and until approved at the National level.