

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES

Local R14-86

(Floating Plant)

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MEMORANDUM OF AGREEMENT

Between

US ARMY ENGINEER DISTRICT, ST. LOUIS

and

NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
LOCAL R14-86

PREAMBLE

This Agreement is made by and between the US Army Engineer District, St. Louis, Missouri, hereinafter referred to as the Employer, and Local R14 -86, National Association of Government Employees, hereinafter referred to as the Union, collectively referred to as the Parties.

PURPOSE

It is the purpose and intent of the Parties to promote and improve the efficient administration of the Federal Service and Well-being of employees within the meaning of Title VII of the Civil Service Reform Act of 1978, afterwards referred to as the Act, to establish basic understanding relative to personnel policies, practices and procedures and other matters affecting conditions of employment, and to provide means for amicable discussions and adjustment of matters of mutual interests to the Union and the Employer.

ARTICLE 1

EXCLUSIVE RECOGNITION AND COVERAGE AGREEMENT

Section 1. Provisions of this Agreement apply exclusively to employees in the following Unit: All non-supervisory employees assigned to floating plants, St. Louis District, Corps of Engineers. Unit excludes management officials, employees engaged in Federal personnel work, except in a purely clerical capacity, guards and supervisors as defined in the Act, and any professional employees.

ARTICLE 2

LEGAL AND REGULATORY REQUIREMENTS

Section 1. In the administration of all matters covered by the Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities

including policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time the Agreement was approved, and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at higher agency level.

Section 2. If any provision or the enforcement or performance of any provision of this Agreement is, or shall at any time be contrary to law, regulation or directive, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law, regulation or directive. If at any time thereafter, such provision or its enforcement or performance shall no longer conflict with the law, regulation or directive, then it shall be deemed restored in full force and effect.

Section 3. If any provision of the Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances, shall not be affected thereby.

Section 4. The requirements of Section 7106 of the Act shall apply to all supplemental, implementing, subsidiary or informal agreements between the Employer and the Union.

ARTICLE 3
RIGHTS OF THE EMPLOYER

Section 1. Subject to subsection (a) of this section, nothing in this Article shall affect the authority of any management official of the Employer:

(1) to determine the mission, budget, organization, number of employees and internal security practices of the agency; and

(2) in accordance with applicable laws:

(a) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(b) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

(c) with respect to filling positions, to make selections for appointments from:

- (i) among properly ranked and certified candidates for promotion, or
- (ii) any other appropriate source; and

(d) to take whatever actions may be necessary to carry out the agency mission during emergencies.

(a) Nothing in this Article shall preclude the Employer and the Union from negotiating:

- (1) at the election of the Employer on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project or tour of duty, or on the technology, methods and means of performing work;
- (2) procedures which management officials of the Employer will observe in exercising any authority under this section, or
- (3) appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 4 RIGHTS AND DUTIES OF THE UNION

Section 1. The Union has been accorded exclusive recognition, and it is the exclusive representative of employees in the Unit and it is entitled to act for and to negotiate agreements covering all employees in the Unit. It is responsible for representing the interests of all employees in the Unit without discrimination and without regard to labor organization membership to the extent required by law.

Section 2. Representatives of the Union and the Employer shall meet as necessary and confer or negotiate, as appropriate, with respect to personnel policies and practices and matters affecting general working conditions.

Section 3. The labor organization shall be notified and given the opportunity to be represented at formal discussions between management and employees or employee representatives concerning grievances. The right of Union representation includes any examination of any employee by a representative of the Employer 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 representation. Section 4. Internal Union business, such as soliciting membership, collecting dues, electing officers, meeting and posting and distributing literature, will be conducted during the non-duty hours of the employees. Space will be provided on each dredge on official work days for the use of Union officials and employees in the unit to conduct official Union business when requested by the Union and approved by the Employer.

Section 5. Meetings with management which are requested by the Union will include subject matter to be discussed and proposed attendees. Meetings will be held as soon as feasible with the date, time and place determined by mutual agreement and with the understanding that the Employer will not incur overtime expense as the result of any meeting.

ARTICLE 5
RIGHTS OF THE EMPLOYEE

Section 1. The Parties of the Agreement recognize that all employees have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist a labor organization or to refrain from such activity. In addition, this Agreement does not preclude any employee, regardless of organization membership, from bringing matters of personal concern to the attention of the appropriate officials in accordance with applicable law, rule or regulation, or from choosing a representative under statutory or appellate procedures.

Section 2. The employer recognizes the right of employees to organize and express their views collectively, that participation of employees in the implementation of personnel policies affecting them contributes to effective conduct of the employees, that the efficient administration of the Employer and the well-being of the employees require that orderly and constructive relationships be maintained between the Union and Employer, and that effective employee-management cooperation in the public service requires a clear statement of the respective rights and obligations of the Union and the Employer.

Section 3. Nothing in the Agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues

through payroll deductions.

Section 4. An employee is entitled to be represented by the Union in connection with any investigation by a representative of the agency if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation. The Union representative shall be present exclusively to advise the employee and may not act as a spokesperson for the employee.

ARTICLE 6

MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. It is agreed that matters appropriate for consultation or negotiation between the Parties are personnel policies and working conditions including, but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, granting leave, promotion plans, demotion practices, pay practices, reduction-in-force (RIF) practices hours of work, equal employment opportunity program and related personnel programs which are within the discretion of the Employer. Consultation regarding significant proposed changes in the foregoing will be held with representatives of the Union prior to implementation.

ARTICLE 7

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the Officers of the Union and all stewards duly designated by the Union. There shall be one steward and one Alternate on each dredge.

Section 2. The Union shall furnish and maintain with the Employer a current list of all Officers and a current list of all authorized stewards and Alternates.

Section 3. With the concurrence of the Employer, and subject to ability to board the dredge, representatives of the Union national organization may visit the dredges at reasonable times. The Employer's concurrence is subject to the Union informing the Employer twenty-four (24) hours in advance of:

- a. Name of visitor.
- b. Union position held.
- c. Expected time of arrival and approximate duration of stay.
- d. Nature of visit.

The visit shall be limited to a meeting with members of the Bargaining Unit on representational or contract enforcement matters. The twenty-four (24) hour limitation may be waived at the discretion of the Employer.

Section 4. The Employer shall afford Union Officers and Stewards a reasonable amount of time during normal working hours to consult with appropriate management officials and/or aggrieved employees, and to prepare and process grievances including arbitration. The Union agrees that the Officers and Stewards will request permission from the Master or First Mate before proceeding to perform representational duties for the group of employees they are authorized to represent. In this connection, all representatives of the Union will be required to sign out and in on the Form 1-A (Labor Report) provided for such purpose. Prior to the discussion with an employee on a different vessel or at a different work site, the Union representative will report to the Master or First Mate on that particular vessel and state the purpose of the visit. The forms (Labor Report) shall be located on each vessel.

Section 5. The Employer agrees that there will be no restraint, interference or coercion against any Union official and/or Steward by virtue of their reasonable performance of proper, official functions in accordance with the Act.

ARTICLE 8 HOURS OF WORK AND BASIC WORK WEEK

Section 1. The Employer will assign the basic work week to carry out the mission of the vessel. A period of seven (7) consecutive days, beginning at 0001 hours on Sunday and ending at 2400 hours the following Saturday, constitutes the administrative work week.

Section 2. Tours of duty will cover a minimum of forty (40) hours per administrative work week for all fulltime-permanent employees. Except in emergency, two (2) weeks advance notice will be given for a change in tour of duty.

Section 3. The Employer retains the right to change the hours of work for all employees on the vessels and to furlough seasonal employees for the reasons of: mechanical or structural problems, adverse operating conditions, mobilization/demobilization, or repair seasons. Dredge Pilots may be required to have short periods of time during which their hours of work are changed on short notice in order to move the vessels.

Section 4. Hours of work and tours of duty shall be in accordance with applicable regulations.

Section 5. Insofar as these provisions may be modified by the current flexitime circular (DC 690-1-179), they will not be applicable.

Section 6. When an employee chooses an Alternate Work Schedule (AWS), the provisions of District Regulation (DR) 690-1-620, as amended, shall apply.

ARTICLE 9

HOLIDAYS

Section 1. National holidays will be observed as provided by law, and pay for services rendered will be consistent with existing laws and regulations.

Section 2. To the extent work requirements permit, the Employer agrees to follow a liberal annual leave policy with regard to holidays not designated as Federal holidays.

ARTICLE 10

OVERTIME

Section 1. Overtime will be paid in accordance with the provisions of applicable laws. Overtime assignments will be made on an equitable basis. Normally when overtime is require on any particular job, preference will be given to the incumbent performing this work as part of the regularly assigned duties in the area where the overtime occurs.

Section 2. The Employer agrees to make every effort to give employees as much notice as possible when overtime is required and further agrees to give due consideration to the employee's personal circumstances.

Section 3. An employee shall have the right to request relief from an overtime assignment provided the employee has a legitimate reason and a qualified employee is available as a replacement.

Section 4. When it is necessary for employees to return to work outside of their scheduled work hours to perform unscheduled overtime work of less than two (2) hours duration, they shall be paid a minimum of two (2) hours of overtime.

Section 5. No Wage Grade (WG) employee will be given compensatory leave in lieu of overtime pay, except for religious observance purposes due to an employee's personal beliefs as provided in Public Law 95-390.

Section 6. Work in excess of eight (8) hours per calendar day shall be compensated for at the overtime rate in fifteen (15) minute increments. However, should the employee have been on leave without pay (LWOP) during the administrative workweek, he/she must have accomplished 40 hours of work before overtime may be earned and paid.

ARTICLE 11
ANNUAL LEAVE

Section 1. Although annual leave is a Federal employee benefit and accrues automatically, supervisors have the responsibility to decide when the leave may be taken. This decision will be made generally in light of the needs of the service; however, the desires of the employee should be given due consideration.

- a. The minimum charge for annual leave is one (1) hour.
- b. During the first year of service, employees shall not be granted annual leave beyond the amount accrued to their credit.
- c. All fulltime-permanent employees shall submit leave requests by 31 January and all seasonal employees shall submit leave requests within twenty (20) calendar days after mobilization. Masters shall approve, as provided by subsection "d", by 28 February, leave schedules on their vessel for the fulltime-permanent employees. Vacation schedule (ENG Form 3211) will be used for this purpose. Leave schedules should permit eligible employees to take one vacation period of fifteen (15) consecutive days during the dredging season. Supervisors will consider the wishes of the employee, consistent with work requirements, in approving other periods of leave. No more than a total of eighty (80) hours of leave is to be scheduled during the dredging season.
- d. Leave will be scheduled by position and by seniority therein, consistent with skills required, in order to assure that only one employee per position is scheduled off at any one time.
- e. Use of annual leave is subject to prior approval of the appropriate supervisor. Although retroactive approval may be

granted when circumstances warrant, failure to secure prior approval may result in the period being charged to absence without leave (AWOL) during which the employee receives no pay. Unforeseen circumstances of a personal nature may prohibit an employee from requesting and obtaining approval of the appropriate supervisor prior to an absence from duty. In such cases, the employee is responsible for notifying the supervisor as soon as possible within a time span consistent with the nature and degree of the emergency but normally no later than twelve (12) hours after scheduled reporting time. Subsequent approval of annual leave may be granted.

f. Written requests for advance annual leave may be approved in an amount not to exceed that which may be expected to be earned during the balance of that leave year. Such requests should state the purpose and necessity for advance leave and be submitted prior to the period requested. Request for advance annual leave may be approved by the Section Chief or equivalent level supervisor.

ARTICLE 12
SICK LEAVE

Section 1. Employees shall earn sick leave in accordance with applicable laws and regulations.

Section 2. Employees, supervisors and Union officials will work together to encourage prudent use of sick leave and to require adherence to sick leave regulations.

Section 3. a. Sick leave will be approved when requested reasonably in advance for medical, dental or optical examination or treatment and/or when a member of the employee's immediate family is afflicted with a contagious disease and requires the employee's care. It will also be approved when, through exposure to a contagious disease, the presence of the employee at work would jeopardize fellow employees. A contagious disease is one subject to quarantine requiring isolation or restriction of movement of the patient by local health authorities.

b. Employees shall not be required to furnish a medical certificate to substantiate requests for sick leave unless such sick leave exceeds three (3) consecutive working days, except that in the case of employees suspected of abusing sick leave privilege, the Employer may require submission of a medical certificate to substantiate each absence due to claimed illness, regardless of duration. Under ordinary

circumstances, the employee must be provided with the reasons in advance, in writing, why such requirement has been established. All such cases requiring medical certification will last up to six (6) months. If no further abuse is indicated, the restriction, will be automatically removed. The employee will also be notified of the reasons, in writing, if the restriction is to be continued.

Section 4. Periods of absence on sick leave in excess of three (3) consecutive working days must ordinarily be supported by a medical certificate filed upon return to duty.

Section 5. Unearned sick leave, not to exceed thirty (30) days, may, at management's discretion, be advanced in accordance with applicable regulations to employees with career or career conditional status. The following conditions apply:

- a. The absence is for a serious illness or disability.
- b. The employee furnishes written evidence from a licensed medical practitioner indicating that the employee will be able to return to work on a permanent basis.
- c. The employee has not established a pattern which indicates an abuse of sick leave.
- d. An employee may retain up to two hundred forty (240) hours of annual leave without having to utilize the same when requesting advanced sick leave, except that (1) all available accumulated sick leave to the employee's credit must first be exhausted, and (2) any annual leave in excess of two hundred forty (240) hour which the employee is eligible to accumulate to the end of the leave year must be exhausted.

Section 6. Medical fitness or other examinations required by the Employer will be furnished to the employee at no cost.

ARTICLE 13
LEAVE OF ABSENCE

Section 1. Employees may be granted leave of absence without pay in accordance with applicable laws and regulations.

Section 2. Employee representatives elected or appointed to a Union office at National level may apply for leave without pay (LWOP) to accept such temporary Union position. The Employer

agrees to give valid consideration to the request in accordance with regulations in effect at that time. If granted, all job protection rights and benefits allowed by regulation will prevail union officers, Stewards and elected Union delegates must obtain the Master's or First Mate's approval a reasonable amount of time in advance concerning any Union conference, which will require taking either annual leave or leave without pay.

Section 3. An employee absent on approved extended leave without pay will be carried on the rolls during the absence in the position and grade held at the time the leave commenced, subject to the provisions of Section 4 below.

Section 4. The Employer recognizes the bumping and retreat rights of an employee on approved leave of absence in situations where the employee is affected by reduction-in-force action during the leave of absence.

ARTICLE 14 ADMINISTRATIVE LEAVE

Section 1. When an employee is relieved from a normal tour of duty by the Employer because of interruption or suspension of operations, including inclement weather, breakdown of equipment, plant closures or other emergencies or acts of God, and there are no other duties to which assignment can be made, the employee shall be excused from the tour of duty for the day or the balance of it without charge to leave or loss of pay. It is agreed that employees reporting for work shall be granted up to two (2) hours "excused leave" during inclement weather, i.e., heavy snow, icing, floods, tornadoes or other acts of God at the discretion of the Employer.

Section 2. The Employer will excuse without charge to leave, an employee who is an official, or representative, of the Union, for attendance at a training session sponsored by the Union when the subject matter of such training is of mutual concern to the Government and the employee in the employee's capacity as a Union representative. Administrative excusal for this purpose will cover only such portions of a training session as meet the foregoing criteria and will normally not exceed eight (8) hours for an individual within a twelve (12) month period.

ARTICLE 15 PROMOTION PLAN

Section 1. In filling vacant positions within the Unit, required mandatory or priority placements will take precedence over all others in accordance with pertinent regulations. Promotions and/or hiring to fill new or vacant positions in the Unit shall be effected in full accordance with Federal regulations. To assure that all employees in the Unit have equal opportunity to compete for such positions, the Employer agrees:

a. Any qualified employee will be considered in the area of consideration if the position is to be filled through the Merit Promotion Program.

b. Vacancies to be filled through the Merit Promotion Program will be published through the medium of Vacancy Announcements. The announcements will be posted on the official vessel Bulletin Board.

c. All applicants will be considered fairly and without regard to existing place of employment.

d. Any employee absent for a lengthy period who desires consideration for any specific vacancies in the Unit may submit a written statement to that effect. The Employer will screen the qualifications of any such employee, along with other applicants, should the position for which the employee has indicated an interest become vacant.

Section 2. The Employer shall make selections for all positions to be filled through the Merit Promotion Program based on experience and training, past performance, potential for effective performance ability and qualifications. If any employee submits a statement of interest (bid) for a specific position, and the Employer determines that the employee is not qualified for the desired position, the Employer will notify the employee in writing of failure to meet qualification standards.

Section 3. When an individual employee who has been selected for consideration and interviewed relevant to filling a vacancy, and the fails to obtain the position, the selecting official will advise the employee of non-selection.

Section 4. Performance of details in excess of thirty (30) consecutive days shall be recorded in the employee's personnel folder and will be considered at the time of consideration for promotion.

Section 5. Vacancy announcements shall be prepared on a standard format and will be so worded and composed to include:

- a. synopsis of duties of position;
- b. the minimum standards of eligibility, which may not exceed the minimum qualifications standards established or approved by the appropriate office of the Office of Personnel Management;
- c. the qualifications, standards or requirements for rating as highly qualified;
- d. any selective placement factors essential to the position;
- e. how to apply.

Section 6. All positions will be filled from among the best qualified candidates available. The best qualified candidates will be identified from those candidates who are considered highly qualified. Notwithstanding the above, it is recognized that priority placement programs may dictate the manner in which a position is filled.

Section 7. When a position in the Unit like the one from which an employee has been changed to lower grade through RIF becomes vacant, the employee will be given special consideration for promotion before a decision is made to fill the position by other means. Where more than one employee is eligible for the same vacancy under this clause, all eligible will be considered with selection made by the appropriate supervisor based on the employee's qualifications. Employees entitled to the above consideration shall so indicate on their applications for any position which is announced.

Section 8. When the need for an employee(s) to perform duties of a higher grade is not permanent and is expected to be more than sixty (60) calendar days, a temporary promotion will be made.

ARTICLE 16 DETAILS

Section 1. Details, as used here, relate to the temporary assignment of an employee to a different set of duties, for a specified period, with the employee returning to the regular

duties of the original position at the end of the detail. The detailed employee receives the salary attached to the employee's official position except as provided for in Article 15, Section 8 of this Agreement.

Section 2. A supervisor may select and assign an employee for detail consistent with prescribed regulations and principles. The selection of an employee for detail will be fair and equitable in relation to the needs of management.

Section 3. Management may detail civilian employees when such action will relieve a temporary shortage of personnel, will reduce an exceptional volume of work, or will enable more effective administration by permitting necessary flexibility in utilizing the work force. All details will be made in conformity with appropriate laws and regulations. Details of employees for thirty (30) calendar days or less may be authorized informally between the operating officials concerned. These informal details may not be extended beyond thirty (30) days. As soon as it is known that a detail in excess of thirty (30) days is required, the operating official will prepare and forward Standard Form 52 (SF 52) requesting such detail to the Civilian Personnel Office for approval. Since it is the responsibility of all employees to assure that their Official Personnel Folders (OPFs) are complete and up to date, the employee may document any experience gained on details of less than thirty (30) days calendar days by a signed Supplemental Experience and Qualifications Statement (SF 172). If the employee requests, the Chief, Channel Maintenance Section, will verify the experience gained.

Section 4. Where possible, employees will be detailed to work which is appropriate for their job classification, except for training purposes.

ARTICLE 17 REORGANIZATION

When there is a major reorganization of the dredge operations, the Union will be notified and given an opportunity to bargain on the impact and implementation of such reorganization.

ARTICLE 18 REDUCTION-IN-FORCE PRACTICES

Section 1. The Employer agrees to avoid or minimize the impact of reductions-in-force by trying to achieve required staffing through normal attrition and reassignment of excess employees.

Section 2. The Union will be provided with initial information on the anticipated impact of the reduction-in-force. The Employer will provide the Union:

- a. A listing of positions abolished.
- b. A copy of the retention registers at the beginning and end of the reduction-in-force.
- c. A listing of competitive area vacancies at the beginning and end of the reduction-in force.

Section 3. Any career or career-conditional employee who is separated as a result of reduction-in-force, who has not declined placement within the employee's commuting area, to a position with a representative rate no lower than that of the position held at the time of separation will be placed on the Reemployment Priority List, and such employees shall be given preference for reemployment in accordance with applicable regulations.

Section 4. The bumping and retreat rights of employees affected by reduction-in-force shall be governed by applicable statutes, Office of Personnel Management regulations and agency directives.

ARTICLE 19 JOB DESCRIPTION AND CLASSIFICATION

Section 1. The immediate supervisor has the responsibility for the accuracy of position descriptions and for informing the employee of the grade controlling aspects of the job. Employees will not be misassigned.

Section 2. Employees may periodically review job descriptions for the position occupied, and report any significant changes in responsibilities and/or duties performed to their supervisor for possible discussions, reevaluation or reclassification.

Section 3. The employee is vested right to full information concerning the classification of the employee's job shall not be abridged in any manner by any management official. The

employee's right to take any lawful action in regard to job description and/or classification without fear of restraint, prejudice or reprisal, shall be protected by the Employer.

Section 4. When an employee alleges inequities in the classification of the employee's position, information shall be furnished on the appeal rights and procedures set forth in the agency regulation and Federal Personnel Manual. The employee may be represented or assisted by a Union representative in discussing the matter with representatives of the Personnel Office, in reviewing and reading the classification standards pertinent to the position, and in pursuing a job evaluation appeal.

Section 5. Supervisors should normally refrain from assigning incidental duties to employees which are inappropriate to their positions or to their abilities. This does not preclude the assignment of duties not related to the employee's job description when mission requirements exist, or when the employee is formally detailed to another job.

ARTICLE 20
SAFETY

Section 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for employees. Management will provide a qualified safety official who will make safety evaluations and inspections periodically or upon request of a safety complaint. Management will cause appropriate comments and recommendations, pertinent to safety, to be disseminated, and will encourage all employees to work in a safe manner. It is further recognized that all employees have a primary responsibility for their own safety, and an obligation to themselves and others. The Employer will welcome at any time, suggestions which offer practical ways of improving safety conditions. In the event that a specific hazard is encountered, or a specific condition is considered unsafe, an employee shall immediately notify the first level supervisor, who shall either initiate corrective measures on the spot, or promptly notify the safety official in order that an early evaluation may be made. Recommendations from the safety official will be evaluated by appropriate management officials as expeditiously as possible, and management will attempt to improve or correct the area of protest to conform with the recommendations from the safety official.

Section 2. The Employer shall provide first aid for employees in

case of on-the-job accident or injury, or shall utilize such means as determined by events and circumstances to be most practical and effective with the greatest dispatch. The Employer and the Union will cooperate in attempting to see that a person trained in cardio-pulmonary resuscitation (CPR) is present on each dredge.

Section 3. a. The Employer's mission is such that certain work areas or work assignments will at times necessarily include performance of duties in which there is an element of danger, or in which there are inherent unsafe conditions. All responsible safety conditions will be implemented as funding allows to reduce hazards, in such areas.

b. Excluding the foregoing, the Employer will not require employees to work at a job or in an area that is the subject of a complaint or previous protest when it has been determined by management that such unsafe conditions are correctable and when such correction is not made within a reasonable length of time.

Section 4. If any employee feels that direction is being given to perform work under unsafe conditions, a prompt report of the matter will be made to the first level supervisor who will in turn promptly report the matter to the "safety official." An immediate safety evaluation of the assigned work will be made and a written report made within a reasonable time.

Section 5. It is agreed that safety equipment presently being supplied will continue to be supplied to employees by the Employer, insofar as this is in compliance with regulations. Employees will be required to wear safety equipment as directed by the Employer.

Section 6. As required by Department of Army regulations, employees will not be required to work alone when such an assignment would endanger the health or safety of employees.

Section 7. Employees, who as a part of their duties, must operate government vehicles over public roads, highways or interstate throughways, shall not be required to, nor voluntarily, physically operate the vehicle without relief in excess of any ten (10) hour period, computed consecutively in a twenty-four (24) hour period.

Section 8. The Employer agrees to maintain to the best of its ability and with regard to budgetary limitations, technological

limitations and practical consideration, a working environment in compliance with existing applicable safety standards.

Section 9. The Union shall designate a qualified Unit member to serve as the official Union representative on the dredge safety committee.

ARTICLE 21
DISCIPLINARY ACTION

Section 1. All formal disciplinary actions will be taken only for just cause and in accordance with applicable regulations from regulatory authority.

Section 2. In all cases where notice of proposed disciplinary action is required, the employee will be furnished an original and one copy of the advance notice.

Section 3. The following time limits apply to retention and removal of disciplinary entries in any employee's personnel file:

a. Written counseling for conduct will be removed from the supervisor's employee files after one calendar year, unless there is an additional related occurrence within that period. In that instance, it will be retained up to one more year.

b. Written reprimands will be removed from the Official Personnel Folder at the end of the specific time period stated in the reprimand (1 to 3 years). The affected employee may as he supervisor to have the reprimand removed from the Official Personnel Folder before the time period is up; however, in no case may the request be acted upon before the written reprimand has been a matter of record for at least one year.

c. Suspension actions more than three (3) years old must be examined closely to determine their appropriateness to support any future action.

ARTICLE 22
CIVIC RESPONSIBILITIES

Section 1. In the event an employee is called to jury duty or summoned as a witness in a judicial proceeding to testify in a non-official capacity on behalf of a state or local government, the employee will be entitled to court leave. When an employee is summoned to testify in a non-official capacity on behalf of the United States Government of the District of Columbia, the employee will be considered in an official duty status. An employee on court leave, will be paid at the basic rate for the time lost from the normal work schedule, provided the employee presents the court subpoena or summons to the supervisor as far in advance as possible. Upon return to duty, written evidence of attendance at court is required showing the dates and hours of attendance. If the employee is excused or released by the court for any substantial portion of a day, the employee is expected to return to duty provided return would not cause the employee hardship because of the distance from home, duty station and the court. Failure to return to duty as provided above may result in a charge to annual leave or leave without pay. When less than two (2) hours remains in the workday, the employee is not expected to return to duty. Many compensation other than expense money provided by the judicial body before which the employee on court leave appears as a witness, will be turned over to the Employer.

Section 2. The Parties recognize that local and national health, welfare and emergency relief organizations depend largely upon voluntary contributions for successfully achieving their objectives, and do encourage employees as individual citizens and as members of the community, to contribute voluntarily to worthwhile organizations as a part of their personal responsibility ties as citizens . To the end that campaigns shall be conducted in the spirit of true voluntary giving, the Employer agrees that approved fund raising drives will be solicited on a voluntary basis only; that "fair share" suggestions may be used for guidance and education only; that assignment of dollar quotas to individual employees is prohibited; and that coercion, either overt or implied, shall not be practiced by collectors supervisors, or others.

ARTICLE 23
EMPLOYEE MORALE

Section 1. The Employer will continue, at all times, to give due regard to the importance of employee morale.

Section 2. The Employer agrees that when an employee is

recommended for temporary light duty by a physician, assignment will be made, if practicable to do so.

Section 3. It is agreed by the Parties that the donation of blood is a generous gift on the part of an employee and necessary to ensure an adequate supply of blood, if required, for use of the employee, the employee's family, or for the use of a fellow employee, in cases of emergency. A maximum of four (4) hours excused absence will be authorized on the day the donation of blood is made. A longer period may be authorized when, in the opinion of the supervisor, it is required for recuperation purposes.

ARTICLE 24
WAGE SURVEYS

Employees may participate in the Federal Wage System in accordance with the provisions of Federal Personnel Manual 532-1.

ARTICLE 25
PERFORMANCE APPRAISAL

Section 1. Supervisors shall develop draft performance standards and designate critical elements for each position under their supervision. Upon completion of the standards, each employee covered by the standards will be provided a written copy. Within a reasonable time after receipt of the draft, the employee(s) will meet with the supervisor and discuss the standards, and provide any suggestions or criticisms they may have. At any such meeting, the Union shall have the right to have a designated representative present if the employee(s) involved so request. Once a designated Union representative has entered the discussion, there shall be no individual discussions regarding the employee(s) performance standards without the presence of the Union or, in the absence of the Union, the Union's consent to proceed. Nothing in this Article shall preclude management from finalizing performance standards on their own initiative. When the supervisor has completed final development of the performance standards and designation of the critical elements, and before the DA 4968 is submitted for signature, a written copy of the DA 4968 will be given to each affected employee. Any employee who disagrees with any part of the DA 4968 may submit written comments to the reviewer within five (5) days of receipt of the DA 4968. Supervisors shall advise employees who disagree of this right, and inform them of the individual to receive the comment. Upon final approval of the DA 4968 by the reviewer,

each affected employee shall receive a copy.

Section 2. Employees may, at any time, suggest changes in the DA 4968. If any change is to be made, the steps outlined in Section 1 above will apply.

Section 3. Periodic appraisals of employee performance will be carried out as required by applicable regulations. Any requirement by a supervisor for an employee to improve performance after a marginal or unsatisfactory rating shall be given to the employee in writing. Employee participation in appraisals shall be as allowed by applicable regulations.

Section 4. During the annual performance appraisal, the employee and the supervisor shall develop or update, as necessary, the Individual Development Plan. Contents of the plan shall be consistent with applicable regulations. Failure to meet the criteria of the training plan shall not be the basis for reduction in grade or removal of employees for unacceptable performance, except as such failure directly affects an employee's performance of the job. Excluded from this provision are employees subject to training as a part of their employment contract such as VRA's.

ARTICLE 26
NIGHT DIFFERENTIAL

Night shift differential will be paid in accordance with law and regulation.

ARTICLE 27
INJURY COMPENSATION

Section 1. An employee who is injured or suffers an occupational disease in the performance of duties, will be counseled by the supervisor on the procedures for filing a claim for benefits under the Federal Employees Compensation Act. The counseling will provide information about the type of benefits available and will be done in a fashion to insure that claims are filed in a timely manner.

Section 2. An employee or the employee's designated representative, will be permitted to review those documents relating to the employee's claim for compensation which the Office of Workers Compensation Programs specifically authorized the Employer to make available in each case.

Section 3. All employees are expected to cooperate fully toward the goal of insuring that claims arising under this article are processed in conformity with the Federal Employees compensation Act (5 use a101).

ARTICLE 28

TRAVEL

Section 1. To the maximum extent practicable, and excluding travel for the purposes of attending training, travel will be scheduled within an employee's regularly scheduled work week. When travel is required outside of an employee's regularly scheduled work week under conditions which makes it compensable, overtime will be paid in accordance with appropriate overtime regulations.

Section 2. When the Employer determines that it is to the advantage of the Government for an employee to use a privately owned vehicle (POV) for transportation between the temporary duty (TDY) site and the employee's quarters, the authorization to do so will be included in the "Remarks" section of the travel orders.

Section 3. When it is within the administrative control of the Employer, employees will receive their travel orders sufficiently in advance to insure that necessary arrangements for obtaining transportation requests .and advance per diem can be accomplished prior to departure.

Section 4. When there is a choice as to the mode of transportation or accommodations, the employee's desires will be given bonafide consideration by the supervisor.

Section 5. An employee selected for assignment involving travel may request to be excused and such requests will be given bonafide consideration. In cases of denial, the reasons for denial will be explained to the employee.

Section 6. A file of travel orders will be maintained by the Employer and will be made available to the Union upon request. Files will be retired in accordance with regulations.

ARTICLE 29

PERSONNEL FOLDERS

Section 1. Access to Official Personnel Folders will be limited to those individuals authorized access by higher authority.

Section 2. No derogatory material will be placed in an employee's Official Personnel Folder without the employee's knowledge except as authorized or required by higher authority. No derogatory material will be annotated on an employee's Record Card (SF 7B) without the employee's knowledge, which will be indicated by the employee's initials beside the entry.

Section 3. Upon request, an employee or a representative, who has been designated by the employee in writing, may review the employee's Official Personnel Folder in the presence of a representative of the Employer.

ARTICLE 30
TRAINING AND DEVELOPMENT

The Employer will, within budgetary and manpower limitations, provide employees with training and development opportunities, which will enable the employees to do their work more effectively. Such opportunities will be based on the best interest of the Employer, and in no instance solely for the benefit of the employee.

ARTICLE 31
VOLUNTARY WITHHOLDING OF UNION DUES

Section 1. Union dues are the regular periodic amounts required to maintain an employee in good standing in the Union. Initiation fees, back dues, fines or assessments are not considered dues.

Section 2. The Employer shall deduct Union dues from the pay of employees in the Unit when all of the following conditions have been met:

- a. The employee is a member in good standing in the Union and is employed in the Unit.
- b. The employee's earnings during any pay period are sufficient to cover the amount of the allotment.
- c. The employee has voluntarily authorized such a deduction on a Request and Authorization for Voluntary Allotment of Compensation for Payment of Employees Organization Dues (SF

1187) and the completed SF 1187 has been delivered by the Union to the Central Payroll Office, Corps of Engineers, P.O.Box 1439, Downtown Station, Omaha, Nebraska 68101, hereinafter referred to as the Payroll Office.

Section 3. The Union shall be responsible for procuring the SF 1187: distributing same to its members; certifying the current amount of its Union dues per biweekly pay period to the Payroll Office; delivering completed SF 1187 to the Payroll Office educating its members on the program for allotments for payment of dues; assuring that allotments on the part of its members are voluntary; and informing its members of the use and availability of SF 1187 and the conditions governing revocation of allotments. The Payroll Office will promptly notify the Union of the revocation of an allotment by an employee.

Section 4. The Employer shall be responsible for posting on the official Bulletin Board, a notice apprising employees that:

- a. An arrangement has been made with the Union for voluntary allotments for payment of dues.
- b. Allotments are entirely voluntary on the part of the employees who are members of the Union and will take effect during the pay period after the appropriate form, properly completed and signed, has been received in the Payroll Office.
- c. Forms to be used in making voluntary allotments for payments of dues must be secured from the Union and forwarded to the Payroll Office by the Union.
- d. The office(s) where they can obtain forms and information concerning the revocation of an allotment.

Section 5. Deductions for Union dues shall begin with the first complete biweekly pay period following receipt of SF 1187 by the Payroll Office, providing the remaining conditions of Sections 3 and 4 have been met.

Section 6. The amount of Union dues deducted shall remain as originally certified by the Union until a change in the amount of said dues is properly voted upon by the members of the Union, and the Business Manager or Recording Secretary of the Union has delivered to the Payroll Office, a certificate showing the new biweekly amount of Union dues. Changes in the amount of Union dues deducted shall not be made more frequently than once each

twelve (12) months.

Section 7. An allotment for the deduction of an employee's Union dues shall be terminated by the Employer under any of the following conditions and shall be effective at the termination of the pay period during which the condition occurs:

- a. Death, retirement or separation from the Federal service of an employee.
- b. Loss of exclusive recognition by the Union.
- c. Transfer of the employee to an organization serviced by a payroll office other than the Payroll Office.
- d. Transfer of the employee to a position outside the Unit.
- e. When the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside the Department of Defense.

Section 8. An allotment for the deduction of an employee's Union dues may be terminated by the employee properly executing Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues (SF 1188), in duplicate, and delivering completed form to the Payroll Office. Termination of allotments for Union dues under this section shall be effective with the first full biweekly pay period following 1 March provided the SF 1188 is received in the Payroll Office before such date.

Section 9. When a Union member resigns, is expelled or suspended, or ceases to be a member in good standing for any reason, the allotment for the deduction of Union dues shall be terminated with the union promptly notifying the Payroll Office in writing.

Section 10. When an employee is in a non-pay status for only a part of a pay period, a full deduction will be made. If the amount of available salary is insufficient to cover the withholding, no deduction for Union dues to cover that pay period will be made.

Section 11. When an employee is in a pay status for only a part of a pay period, a full deduction will be made. If the amount of available salary is insufficient to cover the withholding, no deduction for union dues to cover that pay period will be made.

Section 12. The Payroll Office will send to the NAGE Comptroller, Fiscal Officer, 285 Dorchester Avenue, Boston, Massachusetts 02127, the remittance of dues withheld after each payroll period for which deductions are made and a listing of names and the amounts withheld by the Payroll Office.

Section 13. When an employee leaves the bargaining unit in any manner as defined in Section 9, he or she is solely responsible for assuring that their dues deduction is terminated in a proper and timely manner.

ARTICLE 32
DISTRIBUTION OF AGREEMENT

It is agreed that the Employer will provide to the Union sufficient copies of this Agreement for each Bargaining Unit member plus ten (10) extras. The Union will distribute copies of the Agreement to all employees of the Unit and all new employees of the Unit.

ARTICLE 33
EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union reaffirm their joint opposition to any discriminatory practices in connection with employment, retention, promotion training or separation. Each believes that the public interest requires the full utilization of employees' skills and abilities without regard to consideration of race, religion, color, lawful political or other affiliation, age, sex, or national origin. The Parties agree to support an Equal Employment Opportunity plan of action which has been approved by the office of Personnel Management.

Section 2. The Employer agrees to continue to promote the full realization of equal opportunity through a positive continuing program. The Employer agrees to continue to implement procedures to process discrimination complaints.

Section 3. It is mutually agreed that all activities, facilities and services which are operated, sponsored or participated in by the Employer and the Union will be consistent with the principles of equal opportunity.

Section 4. The Union shall designate a qualified Unit member to serve as the official Union representative to the District Equal Opportunity Employment Advisory Council.

ARTICLE 34
GRIEVANCE PROCEDURES

Section 1. This article provides procedures for the settlement of grievances including questions of arbitrability. These procedures shall be the exclusive procedures for resolving grievances except for the provisions of Subsections 7121 (c) (d) and (e) of the Act. A grievance is defined in Subsection 7103 (a) (9) of the Act.

Section 2. This grievance procedure provides a means for the orderly consideration and resolution of employee grievances. Questions that cannot be resolved by the Parties as to whether or not a grievance is subject to, this procedure shall be referred to an arbitrator for decision, at the option of the originating Party.

Section 3. Both Parties agree that all employees will be treated fairly and equitably in all respects and that those who feel they have not been so treated have a right to present their grievances to appropriate supervisory, or management officials for prompt consideration and equitable decision. This right may be exercised by an employee on the employee's own behalf. In exercising this right, the employee and a representative, if one is chosen, will be unimpeded and free from restraint, coercion, discrimination or reprisal.

Section 4. Any complaint which the employee does not take with the master or First Mate within ten (10) work days after the occurrence of the matter, or ten (10) work days after the employee learns of the matter from which the complaint arose, shall, not be presented for consideration at a later date.

Section 5. Any employee or group of employees may present a grievance and have it adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of this Agreement and the Union was given opportunity to be present at the adjustment.

Section 6. Grievances initiated by the Union will be submitted in writing to the Chief, Channel Maintenance Section, by the Union President. Grievances initiated by the Employer will be submitted in writing to the Union President by the District Engineer or a designee. The union President or the Chief, Channel Maintenance section, shall render the decision in writing to the other Party as soon as practical, but not later

than ten (10) work days after receipt of grievance. If the decision is unsatisfactory, the initiating Party may invoke the procedures of Article 35 of this Agreement by submitting to the other Party a statement of intent for referral of the matter to arbitration within ten (10) work days after receipt of decision. The grievance shall include a thorough description of the issues.

Section 7. Steps to follow:

- a. Step 1. As an informal step, the aggrieved shall first discuss the grievance with the Master or First Mate on the vessel on which an employee works. The persons involved in this informal discussion will make an earnest effort to resolve the grievance. Any additional investigation considered necessary will be made and answer given to the grievant within five (5) work days after the discussion took place. It is important that the decision be clearly understood by those involved. (Most grievances should be resolved at this level.

- b. Step 2. If the grievance is unresolved at the first step, the employee(s) may submit a formal written presentation of the grievance to the Chief, Channel Maintenance Section, not later than ten (10) work days after the first step is completed. The written grievance must specify the issue(s) involved and the corrective or remedial action sought. Within ten (10) work days, the Chief Channel Maintenance Section, will arrange for a meeting with the aggrieved, the representative, if any, and the Chief Channel Maintenance Section. The purpose of this meeting will be to clarify the issue(s) that exist which relate to the grievance, to allow the aggrieved to cite any records, conditions examples et., considered to be a reliable source of facts to support the grievance. The Chief, Channel Maintenance Section will decide and use the type of fact finding process that will produce the facts needed to arrive at a decision. This decision will be rendered within ten (10) work days after the meeting referred to above. The decision will be made in writing and include a summary of the facts supporting it.

- c. Step 3. If the decision rendered in step 2 is not acceptable, the grievant may, within ten (10) work days thereafter, submit the written grievance to the Chief, Operations Division. A copy of the grievance a presented to the Chief, Channel Maintenance Section, and the decision

must be attached. The Chief, Operations Division, may render a decision based on the information contained in the file transmitted, or may direct an investigation to obtain additional facts on which to base a decision. The Chief, Operations Division, shall render a decision and summary, of the facts supporting that decision in writing, within ten (10) work days after receipt of the grievance in those cases where no additional investigation is required. In those cases where additional investigation is directed by the Chief, Operations Division, a decision will be rendered within twenty (20) work days following receipt of the grievance.

d. Step 4. If the decision of the Chief, Operations Division, is not acceptable to the grievant, the Union may within ten (10) work days after receipt of the decision, submit to the Employer a statement of intent for referral of the matter to arbitration in accordance with procedures contained in Article 35.

ARTICLE 35
ARBITRATION

Section 1. Arbitration may be invoked only by the Union or the Employer.

a. This Article provides for impartial arbitration of grievances not resolved by procedures set forth in Article 34 of this Agreement.

b. Within a period of not more than twenty (20) work days following timely submission of a statement of intent, the Party invoking arbitration shall request the Federal Mediation & Conciliation Service to submit a list of five (5) persons qualified to act as arbitrator.

c. The Parties shall meet within five (5) work days after receipt of such list for the purpose of selecting the arbitrator. If they cannot mutually agree upon one of the listed arbitrators, then each party will strike one name from the list and shall then repeat this procedure. The Union will strike the first name. The remaining name shall be selected arbitrator.

d. Arbitration costs: The cost of the arbitrator shall be

borne equally by the Union and the Employer.

e. Time on hearings and status of employees involved: The arbitrator's hearing will be held on the Employer's premises during regular day shift hours of the basic work week. All participants in the hearing shall be on duty if they would otherwise be in a duty status.

f. Witnesses: No statement or affidavit of a witness, who is reasonably available to be called as a witness, will be admitted into evidence at the hearing over the objection of any of the Parties unless an opportunity to cross-examine the person signing the document is afforded the other Party in interest. If there is a dispute as to whether a witness is reasonably available to be called as a witness, the decision of the arbitrator will be final. If a witness is not reasonably available, an opportunity will be granted the Parties to question the witness by written interrogatories. A statement of witness physical non-availability by a licensed physician shall not be questioned by either Party or the arbitrator.

g. Decision of arbitrator: The arbitrator will be requested by the Parties to render a decision along with written reasons as quickly as possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearings unless the Parties otherwise agree. The arbitrator shall submit a copy of the decision to the Union representative as well as the Employer.

h. Exceptions to arbitrator's decision: Either Party may file exceptions to an arbitrator's decision with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 2. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of (1) this Agreement or (2) the published policies and regulations of the Department of the Army and the Corps of Engineers (OCE) in existence at the time the Agreement was executed, which concern (a) personnel policies and practices and (b) matters affecting working conditions, whether or not specifically covered by this Agreement.

ARTICLE 36
GENERAL PROVISIONS

Section 1. During initial orientation conducted by the Employer, employees will be advised of their right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization (Union) or refrain from any such activity, and informed that Local R14-86, NAGE, is the Bargaining Unit representative.

Section 2. The Employer agrees to provide space on an as needed basis, for use of the employee and a Union representative that will afford privacy to counsel an employee with respect to an alleged grievance or complaint or to prepare a formal grievance.

Section 3. The Employer will insure that in those cases of physical disqualifications, every effort will be made to reassign the employee to another position at the same or lower grade for which the employee is physically qualified.

Section 4. All employees in the Unit shall be permitted to consult with their supervisors on an informal basis for the purpose of reviewing their job descriptions, without fear of restraint or reprisal.

Section 5. The employer agrees that Union Officers and Stewards will not be transferred from one work assignment to another outside the Bargaining Unit because of any Union activities performed by such Officer or Steward.

Section 6. Employees will be responsible for keeping their work areas reasonably and generally clean.

Section 7. The Parties agree that notices of Union meetings and those necessary for administration of this Agreement will be posted on bulletin board space reserved for that purpose which is accessible to all employees. Such material may be posted by Union officials without prior approval of the Employer. The Union shall be fully and solely responsible for the posted material in terms of accuracy and adherence to ethical standards as well as for any statements made against any individual or 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. The Employer reserves the right to post audit the notices and take appropriate action, such as to extend to the Union the opportunity to withdraw any posted material challenged by the Employer.

Section 8. The Employer shall continue a program of physical examinations consistent with an occupational health service program which places maximum priority on the health and welfare of every employee.

ARTICLE 37

EFFECTIVE DATE AND DURATION OF AGREEMENT

Section 1. This Agreement shall remain in effect for two (2) years from the date of approval by the approval authority. Thereafter, it shall be automatically renewed for successive two (2) year terms unless either the Employer or the Union shall give the other written notice of intention to negotiate not less than sixty (60) days or more than one hundred five (105) days prior to the anniversary date of signature by the Parties, in which case the contract will expire. After giving the required notice and while negotiations are in progress, the Parties may, by written agreement, extend the contract for a reasonable period of time beyond the expiration date, but not to exceed one extension of sixty (60) days.

Section 2. This Agreement may be amended upon mutual assent of both Parties in writing. A request for amendment from either Party must include a summary of the amendment(s) proposed and the reasons therefore. Within thirty (30) days of receipt of such request, representatives of the Parties shall meet to discuss the matter. Times may be extended by mutual agreement. Any amendment(s) on which agreement is reached shall be duly executed by both Parties and will be effective upon signature by both Parties. Any amendment or supplement will remain in effect until modified or until the termination of this Agreement in accordance with the preceding Section 1.

ARTICLE 38

FURLOUGHS

Section 1. When it becomes necessary to furlough employees, the Employer shall, where practicable, give a two (2) week notice of intent to furlough.

Section 2. The Employer will make every effort to find alternative employment within the St. Louis District Corps of Engineers for those employees who are furloughed. The Employer agrees to attempt to keep the length of furloughs to a minimum, subject to operating conditions.

