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I. RIGHTS OF THE PARTIES

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ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognizes District No. 1 - Marine Engineers Beneficial Association, AFL-CIO as the exclusive representative of all individuals employed as licensed marine engineers employed by the U. S. Army Corps of Engineers in all Districts (the term District for this contract includes all subordinate units of the Corps of Engineers), in the Continental United States, excluding employees engaged in Federal personnel work other than in a purely clerical capacity, other management officials, and other supervisors as defined in Title 5 U.S.C., Chapter 71.

Section 2. The Association will provide a current list of all local offices and points of contact for each office to the employer at the effective date of the Agreement which shall be printed at the back of the Agreement as an annex and shall thereafter be updated by the Association to reflect any changes which the Association in its sole discretion may make in the location and points of contact of the local offices of the Association.

Section 3. This Agreement supersedes all contracts including amendments and modifications previously in force between U.S. Army Corps of Engineers and the Association.

Section 4. Masculine or feminine pronouns appearing in the contract language refer to both genders unless the context indicates another use.

ARTICLE 2

PROVISIONS OF LAW AND REGULATIONS

Section 1. In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws, existing government wide regulations of appropriate authorities, including the Code of Federal Regulations, and by published agency policies and regulations in existence at the time the agreement was approved.

Section 3. The provisions of Title 5 U.S.C., Chapter 71, Labor Management Relations, shall apply to all supplemental, implementing, subsidiary, or informal agreements between parties to this agreement.

ARTICLE 3

RIGHTS OF EMPLOYER

The Employer retains all mandatory rights reserved to the Employer as set forth in 5 U.S.C. 7106.

ARTICLE 4

RIGHTS OF THE ASSOCIATION

Section 1.

a. The Association shall have the right to appoint a reasonable number of Employee Representatives in each District. The Association agrees that it will provide each District in writing the names of the Employee Representatives in that District and will keep the list current.

b. The Association Employee Representatives will have a reasonable amount of official time to perform legitimate representational functions of the Association, such as representing employees in grievances and attending meetings with management. The use of official time is subject to the following requirements:

1. Each Employee Representative must seek and obtain approval of his immediate supervisor before engaging in representational functions on official time. Such approval shall not be arbitrarily withheld. The Employee Representative shall advise his immediate supervisor of the amount of official time he believes is needed. If the supervisor agrees the request is reasonable and appropriate, and operations permit, he shall grant the request.

2. When an Employee Representative completes his representational function, he will return to duty and advise his immediate supervisor.

ARTICLE 6

RIGHTS OF EMPLOYEES

Section 1. The Employer and the Association 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 5 U.S.C., Chapter 71, such right includes the right -

a. 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

b. 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.

Section 2. Each employee has the right to become a member of the Association, subject to the Association'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. Each employee has the right to bring matters of personal concern to the attention of appropriate officials of the Employer through the employee's normal chain of command.

Section 4. The Employer will annually notify all employees represented by the Association 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.

Section 5. Whistle Blower Protection. The Employer agrees that employees shall be protected against reprisal for the disclosure of information which the employee reasonably believes evidences:

a. 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 6. Employees who expose violations of law and mismanagement as set forth in sections 5(a) and 5(b) above may be publicly commended and may be eligible for cash award bonuses and other performance awards.

II. PERSONNEL ADMINISTRATION

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ARTICLE 7

PERSONNEL REGULATIONS

Recognizing that there are numerous regulations governing the conditions of employment of U.S. Army Corps of Engineers licensed marine engineers, the Association shall have access to regulations which govern the conditions of employment, and the Employer will provide copies specific regulations when requested.

ARTICLE 8

TRAINING AND DEVELOPMENT

Section 1. The Employer and the Association 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 licenses, and other professional Marine Engineering courses, 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 Association 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 his license, 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 approved by the Employer. When approved the Employer will pay fifty (50) percent of the tuition costs incident to the training. All other costs will be paid by the employee.

Section 2. The Employer may participate in the MEBA Training Plan, to the extent of offering to members of the bargaining unit the opportunity to attend both continuing education and upgrading courses offered by the Calhoun MEBA School of Marine Engineering at Easton, Maryland. Eligibility will be in accordance with the rules and regulations of both the U.S. Department of Defense and those of the MEBA Training Plan. Rates for per diem and cost reimbursable training to be paid by the government will be adjusted and agreed upon from time to time as mutually agreed by the parties.

Section 3. Each supervisor will meet annually with each employee to identify the training needs of the employee. The supervisor shall document this on the employee's Individual Development Plan (IDP) and the senior rater then shall insure that the employee receives the necessary training within available resources. The Association will provide appropriate training program information to bargaining unit employees.

ARTICLE 9

PROMOTION

Section 1. The Employer agrees to select engineers for promotion to higher jobs in accordance with the provisions of the appropriate District's Merit Promotion Program. Vacancy announcements for all positions in the bargaining unit will be provided to the National Headquarters of the Association and posted aboard all district vessels as soon as possible.

Section 2. 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 performs such duties for periods of eight (8) hours or more, provided the employee is qualified to perform those duties.

Section 3. The Employer agrees that when seeking replacement engineers, it will contact the local offices of District 1 - MEBA, nearest the district administrative headquarters and allow the Association the opportunity to recommend engineers for such replacement positions.

Section 4. In the case of licensed Engineers in this bargaining unit, appropriate qualifications means the appropriate U.S. Coast Guard License for the position to which promotion is being sought.

ARTICLE 10

PERFORMANCE APPRAISAL SYSTEM

Section 1. Unit employees will receive their performance appraisal in accordance with applicable rules and regulations.

Section 2. 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 aboard each vessel and be available to the employee.

Section 3. Appropriate counseling (formal or informal) will be utilized by the Employer to assist the employee in understanding how an assessment of performance is made.

Section 4. Employees will be informed of their rights and responsibilities under the system.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The Employer and the Association 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. A grievance shall be defined as a written complaint by an employee, by the Association, 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 claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment of unit employees with the exception of matters concerning:

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

Section 3. 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 2302(b)(1) of 5 U.S.C. 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 expressed this option under this subsection at such time as the employee initiates a formal written EEO complaint under the statutory procedures or timely initiates a grievance in writing in

accordance with this Article, whichever event 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 U.S.C., 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 14 days, and furloughs of 30 days or less, undertaken pursuant to the provisions of either section 4303 or section 7512 of 5 U.S.C., employees may either appeal such matters under the appellate procedures of section 7701 of 5 U.S.C., 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.

Section 4. Unit employees, the Association, 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 Association. However, when an employee presents his own grievance, the Association will be notified by the employer and will be given the opportunity to be represented at all formal discussions between the employee and management 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 Association invokes arbitration.

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

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

Section 8. Procedures for Employee Grievances. To be timely, an employee must initiate his grievance within thirty (30) calendar days after learning of the event or circumstances giving rise to his grievance. Such grievance will be processed as follows:

Step 1. The grievance will be reduced to writing and presented to the employee's immediate supervisor (usually the Chief Engineer). The written grievance shall contain a summary of the facts and indicate the provisions of this agreement which have been violated, if any, and the relief which is being sought. The immediate supervisor may conduct such inquiry and discussion as he deems appropriate. The immediate supervisor will give his written decision to the employee within ten (10) calendar days after receiving the employee's grievance. A copy of the response shall be provided to the appropriate Union representative via certified mail. Where the aggrieved employee is the Chief Engineer of the vessel, the grievance will be initiated at Step 2 of this procedure.

Step 2. If the Employee is not satisfied with the decision at Step 1, he may appeal in writing to the Operating Division Chief. This appeal shall be in writing (a copy of the written grievance must be attached thereto) and must be submitted within fifteen (15) calendar days after receipt by the employee of the decision at Step 1, unless the employee is geographically isolated and cannot make contact with the Association. The Operating Division Chief shall conduct such inquiry and discussions as he deems appropriate and shall render his written decision within ten (10) calendar days after receiving the appeal. A copy of the written decision shall be provided to the appropriate Union representative via certified mail.

Step 3. If the employee is not satisfied with the decision at Step 2, he may appeal to the District Commander. This appeal shall be in writing and must be submitted within fifteen (15) calendar days after receipt by the employee of the decision at Step 2. The appeal must contain a copy of the decision at Step 2, a summary of the facts, the remedy being sought and an explanation as to why the decision at Step 2 is unsatisfactory. If the employee so desires he may request a meeting with the District commander to discuss his grievance. The employee's representative shall be entitled to attend this meeting. The District Commander or his designee shall, render a written decision within twenty (20) working days after receipt of the appeal. If it is contemplated that this decision will result in a letter of reprimand, the Commander or his designee will consult with the Director of Human Resources, HQUSACE, prior to rendering a final decision on the matter.

d. Step 4. For suspensions of fifteen (15) days or more or removals, the employee/Association may appeal the Step 3 decision to HQUSACE within thirty (30) calendar days after receipt of the District Commander's written decision. The appeal must contain a copy of the decision at Step 3, a summary of the facts, the remedy being sought, and an explanation as to why the decision at Step 3 is unsatisfactory. The Chief, Operations, Construction and Readiness Division, Directorate of Civil Works, HQUSACE shall render a Step 4 decision concerning compliance and uniformity with the provisions of this agreement and consistency with the Army table of penalties, acting for the Chief of Engineers within thirty (30) calendar days after receipt of the appeal. By mutual agreement in writing, time limits may be extended. A copy of the written decision will be provided to the grievant either in person or via certified mail. A copy of the written decision shall also be provided to the Association. If the Association is not satisfied with the decision of HQUSACE, the Association may proceed to arbitration as set forth below.

Section 9. Procedures for Association 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 which 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 or Corps-wide level, the appropriate representatives of the parties are the Office of the Chief of Engineers, and the Association's National Headquarters. If the dispute arises at a District level, the appropriate representatives are the District Commander and the National Representatives of the Association or his designee. The appropriate representative 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 10. If after all applicable procedures have been satisfied a grievance remains unresolved, either the Employer or the Association may refer the matter to final and binding arbitration by giving the other party timely written notification that arbitration is being invoked.

a. When the dispute concerns an employee's grievance, the appropriate National Representative of the Association must serve the arbitration notice on the appropriate District Commander within thirty (30) calendar days after the date of the written decision at Step 3 of the grievance procedure, or in cases where Step 4 is used, such notice shall be served on the Director of Human Resources, HQUSACE, within the foregoing time frames.

b. When the dispute concerns an Employer or Association grievance, the appropriate representative of the moving party must serve the arbitration notice on the appropriate representative of the other party within thirty (30) calendar days after the date grievance was reduced to writing. Service for this purpose is not accomplished until the arbitration notice is received by the appropriate representative of the non-moving party. For the purpose of this section, the term "appropriate representative" shall have the meaning described in Section 9 above.

c. As soon as possible after arbitration has been invoked, the parties will request the Federal Mediation and Conciliation Service to provide a list of five arbitrators. Unless the parties agree upon an arbitrator, they shall alternatively strike one name from the list until only one name remains; the person remaining shall be the arbitrator. A flip of the coin shall determine which party strikes first. Normally, a hearing will be held within thirty (30) calendar days of the selection of an arbitrator at a mutually agreeable site within the District concerned. All costs relative to the arbitration proceedings shall be shared equally by the Employer and the Association. The decision of the arbitrator shall be final and binding; however, either party may appeal the award to the Federal Labor Relations Authority (FLRA). If an appeal is filed with the FLRA, the arbitration award shall be stayed pending the FLRA's decision.

d. Any dispute as to whether a matter is grievable or arbitrable under the provisions of the Article may be submitted to arbitration as a threshold issue.

Section 11. If an arbitration notice is served by mail, it shall be deemed to have been received no later than the fifth day following the date of the postmark.

Section 12. By mutual agreement between the Employer and the Association, any of the time limits set forth in this Article may be extended.

Section 13. The parties agree upon the use of an expedited arbitration procedure for issues which involve irreparable harm or issues in which the passage of time would preclude a remedy. The parties may mutually agree to use this procedure for all other arbitration hearings under this Article. The parties shall proceed with arbitration under the normal procedure, with a request that the hearing be held as soon as possible. When in dispute, the issue of whether the grievance is properly subject to this procedure shall be a threshold issue for the arbitrator. There shall be no submission of briefs, no official transcript, no formal rules of evidence, and the arbitrator shall be requested to make a bench decision, unless otherwise agreed by the parties. Except in cases of emergency, the event or circumstance giving rise to the grievance shall be stayed pending the arbitrator's decision.

Section 14. The employer agrees that bargaining unit members shall be permitted to place collect or personal credit card calls on the vessel's radio telephone to report or discuss grievances and other labor relations matters with the Association. Such use will not interfere with the Employer's conduct of Government business or the safe operation of the vessel.

ARTICLE 12

UNFAIR LABOR PRACTICES

Section 1. The Association and the Employer recognize the mutual benefits to be gained from in-house resolution of Unfair Labor Practice (ULP) charges. Therefore, the Employer and Association representatives shall meet at the level where the issue occurred within fifteen (15) calendar days prior to the filing of the alleged ULP in an effort to resolve the issue. The responding party will issue its written position concerning the charge within ten (10) calendar days of the meeting.

a. The party alleging the ULP will notify the other party (both locally and at Headquarters) in writing of the circumstances.

b. Failure to meet within fifteen (15) calendar days or to respond in writing within ten (10) calendar days will be considered an exhaustion of internal remedies. By mutual agreement in writing, time limits may be extended.

c. If the respondent's reply is not acceptable, the charging party may immediately file a formal charge with the FLRA under 5 CFR 2423.

Section 2. No part of the Article shall be construed as a waiver of either party's right to file a ULP charge in cases where the issue is unresolved and the statutory time limit (180-days) would otherwise be violated.

ARTICLE 13

VACANCIES

Once the Employer has determined that a vacant Marine Engineer position is to be filled, there should be a target goal date of ninety (90) days or less to fill the vacancy.

ARTICLE 14

REPRIMANDS, SUSPENSIONS AND REMOVALS

Disciplinary and adverse actions shall be governed by applicable statutory and regulatory procedures. An employee against whom formal disciplinary action is proposed shall be given in advance a written statement and specific details of the reasons for the proposed action in accordance with applicable regulations. After notice of a proposed formal disciplinary action is received by the Association from an affected employee who wishes the Association to represent him, management officials will discuss the case with the Association if so requested by the Association. An employee has the right to respond orally and/or in writing to a notice of proposed disciplinary action. The employee, if he so chooses, shall have the right to be represented and assisted by a representative of the Association in making his reply to the action being proposed.

ARTICLE 15

REDUCTIONS IN FORCE

Section 1. The Employer agrees that all reductions in force shall be conducted in accordance with applicable laws and regulations.

Section 2. When a reduction in force involves employees of this bargaining unit, the Association will be notified by the Employer and, at the Association'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 3. The Employer in good faith will attempt to seek placement for any unit employee affected by a reduction in force.

ARTICLE 16

EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE 17

RETIREMENT PLAN

Licensed marine engineers of the Employer are subject to Federal retirement statutes and regulations. The Association recognizes and agrees the Employer has no latitude to deviate from the provisions of the statutes or the implementing procedures administered by the Office of Personnel Management. It is agreed the Employer will provide all possible assistance to individual engineers or their beneficiaries in determining rights and benefits and processing applications for deposits, redeposits, annuities, refunds and death benefits.

When permissible under applicable laws and regulations, the Employer will cooperate with the Association in its efforts to obtain, as an option to its members, coverage under the District No. 1 - MEBA Pension Plan.

ARTICLE 18

SMOKING POLICY

The Employer and the Association recognize that smoking is detrimental to individual health.

Per Department of Defense directives, smoking is not permitted within any interior space of floating plant.

ARTICLE 19

WITHHOLDING OF ASSOCIATION DUES

Section 1. The Employer shall deduct Association dues from the pay of unit employees who voluntarily authorize such deductions on the Standard Form 1187, providing the employee's earnings are sufficient to cover the allotment, that the amount deducted is for regular periodic dues to maintain the employee as a member of the Association in good standing and not back dues, special assessments, initiation fees or fines, and the Employer will transmit the deductions together with the name and amount deducted for each person to District No. 1 - MEBA, Suite 800, 444 North Capitol Street N.W., Washington, D.C. 20001, not later than ten (10) working days after the close of each pay period.

Section 2. The Association shall be responsible for acquiring the allotment form, distributing it to the members, certifying to the amount of dues, and keeping the members informed concerning the program for payroll deductions of organization dues, its voluntary nature, the uses of the required form, and the procedure for revocation of allotments.

Section 3. Deduction of dues shall begin the first pay period which occurs after receipt of the allotment form by the Central Payroll Office.

Section 4. An employee's voluntary allotment for payment of Association dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

a. Loss of exclusive recognition by the Association or suspension or termination of this agreement by appropriate authority outside the Employer;

b. Separation of the employee from the unit; or

c. Upon receipt of notice from the Association that the employee has been suspended, expelled, or ceases to be a member in good standing.

Section 5. An allotment for the deduction of dues may be revoked by the employee by submitting an SF-1188. Copies of this form may be obtained from and shall be returned to the applicable servicing Personnel Office. The revocation, however, will not become effective until the first full pay period on or after 1 September, provided the employee has been on dues withholding for one (1) year.

Section 6. The Association agrees to notify the appropriate servicing Personnel Office in writing within five (5) workdays when an employee with a current allotment authorization is expelled or ceases to be a member in good standing with the Association in order that their allotment for dues may be terminated. The Association will also send to the appropriate servicing Personnel Office within five (5) workdays any written revocation of allotment received by the Association.

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ARTICLE 20

HOURS OF WORK

Section 1. Hours of Work.

a. The standard work week and work day will be established by each individual district, 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. Where no alternate work schedule has been negotiated, the standard work week and work day will consist of forty (40) hours and eight (8) hours, respectively.

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. 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. A "tour of duty" is defined as the hours of a day (a daily tour of duty) and the days of an administrative work week (a weekly tour of duty) that constitute an employee's regularly scheduled administrative work week. The Employer will retain the original beginning and end of the tour of duty except in cases of emergencies, moves between vessels, or moves between day workers and watch standers where they have different tours of duty. Established tours of duty will not be changed unless at least three (3) weeks notice in writing has been given. In emergency situations as much notice as possible will be given but may be less than three (3) weeks. Posting of changes in tours of duty on bulletin boards will be considered to be notice in writing.

b. "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 three (3) weeks in advance, except in emergencies. When the Employer knows in advance of an administrative workweek that the work schedule to be worked by an employee will differ from the original work schedule, the employee shall be notified as soon as possible.

c. It is agreed that on vessels operating around the clock, every effort shall be made in scheduling watches, to insure that employees get the maximum time off.

Section 3. Engineer Officers assigned to port watch will be on a standby basis for each twenty-four (24) hour period of the port watch. All standby time on port watch, except time spent in eating and sleeping (generally eight (8) hours per day) is compensable.

Section 4. Compressed Work Week Schedule. Each District may negotiate locally a compressed work schedule to maximize the time off schedule of licensed marine engineers and to meet the needs of the mission.

ARTICLE 21

OVERTIME

Section 1. Overtime pay will be authorized and paid in accordance with the provisions of applicable regulations.

Section 2. If Engineers are required to work time which goes beyond their normal shift, they will be compensated for time actually worked.

Section 3. Engineers 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 4. The Employer (normally the Chief Engineer) will assign overtime work on an equitable basis, taking into consideration the qualifications for the work, and expressed desire of employees to work overtime.

Section 5. An Engineer required to work overtime may secure a qualified replacement if approved by the Chief Engineer.

Section 6. Leave may be granted to an Engineer whether or not overtime is being performed at that time by another Engineer; however, the Employer may refuse to grant leave if it will cause overtime unless the reasons for such a request are of a compelling humanitarian nature.

Section 7. It shall not be made a general practice to hold emergency drills exclusively on Saturdays, Sundays or holidays in port, or at sea. However, when lifeboat or other drills are held on Saturdays, Sundays or holidays, overtime if applicable shall be paid except for such drills in port on day of departure, provided, however, no extra compensation shall be paid for such drills required by law and held within the time specified by law.

ARTICLE 22

ANNUAL AND SICK LEAVE

Section 1. Annual or sick leave will not be denied arbitrarily. Normally, employees must request annual and sick leave in writing. If the supervisor denies a written request for annual or sick leave, the supervisor will state in writing the reason for his denial of the requested leave.

Section 2. 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 supervisor with as much advance notice as practical before the start of the employee's tour of duty.

Section 3. Unless an employee is on written notice that all instances of sick leave must be supported by a doctor's certificate, an employee shall not be required to submit a doctor's certificate, except, at the Employer's option, when the employee has been on sick leave for a period in excess of three continuous work days, it may be required.

Section 4. Employees will be allowed to use accrued annual leave during periods of furlough provided such leave is requested and approved in writing prior to the beginning of the furlough period. Leave may not be authorized in case of furloughs due to lack of funding and/or specific direction of higher authority.

Section 5. The Employer will attempt to maintain an adequate number of qualified personnel to relieve for leave purposes.

ARTICLE 23

HOLIDAYS

Section 1. The Employer agrees to follow the provisions for holidays, entitlement for premium pay and special provisions for holidays falling 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 engineer's duty tour days aboard the vessel, the employee may be given the day off to depart the vessel a day early or return 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 last day departing 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.

Section 5. 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 24

SHORE LEAVE

Section 1. Absence from duty for shore leave must be approved in advance by the appropriate supervisor. 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.

Section 2. The Employer shall not discriminate nor unreasonably restrict use of leave by employees. When leave is denied, the reasons for such denial will be given to the employee in writing. Denial of leave is a grievable issue.

Section 3. A Corps Hopper or Sidecaster Dredge, when operating outside its normal area of operations, or en route to or from such operations or undergoing repairs outside its normal area of operations, or en route 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 or sidecasting dredge means operating for seven 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 in Section 3 above will be one (1) day for every fifteen (15) 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 whenever the hopper or sidecasting 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, and in accordance with the laws and regulations governing accrual of shore leave.

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

<u>DREDGE</u>	<u>MANAGING DISTRICT</u>	<u>NORMAL AREA OF OPERATIONS</u>
MCFARLAND	Philadelphia	From a point 10.5 nautical miles ENE of Fire Island Light, to a point on Assateague Island, 15 nautical miles SSW of Ocean City, MD Radio Beacon Tower.

<u>DREDGE</u>	<u>MANAGING DISTRICT</u>	<u>NORMAL AREA OF OPERATIONS</u>
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 western shore of Perdido Bay.
ESSAYONS YAQUINA	Portland	Haceta Head, OR north to Copalis Head, WA
SCHWEIZER MERRITT FRY	Wilmington	From Currituck, NC Light south to Charleston, SC

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

Section 4. Home Port/Managing District. Every Corps vessel with employees of the MEBA bargaining unit assigned will have established for the vessel one (1) home port. The home port which is established for each vessel will not be changed unless a vessel is transferred permanently to another District or a significant change in operational area occurs which necessitates such a change. If a vessel is to be permanently transferred, the Employer will notify the Association prior to such transfer and fulfill its statutory obligation regarding impact bargaining. Negotiations will not be required when a vessel is on a temporary assignment to operations in another District.

The Home Port and Managing District for Corps Hopper and Sidecasting Dredges are designated as follows:

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

DREDGE

HOME PORT/MANAGING DISTRICT

SCHWEIZER

Wilmington, NC

MERRITT

Wilmington, NC

FRY

Wilmington, NC

ARTICLE 25

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 provided registration and voting could not be reasonably accomplished by mail or during regular off time.

IV. PERSONNEL ADMINISTRATION

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ARTICLE 26

SAFETY

Section 1. The Employer recognizes its responsibility to assure it complies with applicable laws, policies, and regulations pertaining to safety. The Employer shall make every effort to provide and maintain safe working conditions and the Association will cooperate to that end and encourage employees to work in a safe manner. The Employer, the Association, and employees share responsibility for working safely.

Section 2. With regard to noise aboard vessels, the Employer agrees to comply with all pertinent federal regulations, including monitoring and ear protection programs. The programs shall reflect twenty-four (24) hour per day exposure by the licensed engineers who reside on board.

Section 3. The Employer agrees to provide appropriate training, protective equipment and clothing, and management for the operation and repair of marine sanitation devices and systems.

Section 4. The Employer shall provide, and employees shall use, appropriate protective clothing and equipment when working in a hazardous environment.

ARTICLE 27

LIVING CONDITIONS (Hopper Dredges)

Section 1. Each licensed marine engineer shall be furnished quarters that are clean, lighted, equipped with fresh running hot and cold water, adequately heated and ventilated and temperature controlled so as to be comfortable. All doors shall be provided with locks. Mirrored lavatory cabinets shall be provided in each room. Under normal operation conditions, each engineer shall be assigned an individual stateroom, except during crew overlap days and in such cases where deployment of the vessel makes private rooms impracticable.

Section 2. The following items shall be supplied to employees:

- a) A suitable number of blankets
- b) Bedding consisting of two sheets, one spread, one pillow slip, one face towel, one bath towel shall be available weekly.
- c) Mattresses and pillows of good quality shall be supplied, they shall be replaced as necessary.
- d) Ironing board and iron will be available and replaced when necessary.

Section 3. Standards for employee quarters shall include amenities currently provided, including bed, desk, chair, and lamp.

Section 4. Recreation areas. On vessels with recreation rooms and/or lounges for licensed officers, a refrigerator, a television, and a video cassette recorder shall be provided for the use of the officers.

Section 5. Where currently equipped with engine room monitors and watch call phone systems, quarters shall be assigned by the Chief Engineer on the basis of rank followed by seniority.

Section 6. The Chief Engineer shall be offered the same daily and weekly steward services as the Master upon request.

Section 7. It is understood and agreed that, except as may be required by law or applicable regulations, existing practices will not be changed by the Employer without first discharging its bargaining responsibility.

Section 8. The Employer agrees to give full consideration to individual requests for additional amenities which will promote the well-being and morale of the employees.

Section 9. In the case of new construction, conversion, or rehabilitation which includes or affects employee quarters, the Employer agrees to consult with the Association at least ninety (90) days prior to finalizing construction requirements. The Association shall also be given an opportunity to comment upon final decor and furnishings planned for redecorated or new quarters.

ARTICLE 28

MEALS

Where facilities are available, meals for engineers shall be served over a one-hour period and at a reasonable time. At least one-half hour shall be allowed for each meal in all cases where the engineer is not late due to his own fault.

Pilot Program - Hopper dredges

Section 1. The parties recognize that the preparation and consumption of nutritionally balanced meals serves to promote the health and well being of employees and thus, serves to increase the efficient and effective performance of duties performed by bargaining unit members.

Section 2. To this end, the Employer will conduct a nutritional review of the current meal practices aboard the hopper dredges. Such Review, to be conducted by qualified nutritionists, will include, but not be limited to, use of oils, greases, fats, starches and other major nutritional factors which have become recognized as having potential long term deleterious health effects, and will provide a series of recommendations for the establishment of nutritionally sound menu content and cooking practices.

Section 3. All meals on full service vessels will provide second choices and shall offer at least one light meal choice for the noon meal and will provide for a reasonable selection salad bar at the noon and evening meals. Further, menus on full service vessels as described above will provide a master weekly menu at least seven days in advance.

The U.S. Army Corps of Engineers will hold Masters directly responsible for the Chief Steward's compliance with the Contract and the performance of his duties with respect to active supervision of the handling, storing, preparation and serving of all foodstuffs and the preparation of all menus.

It is further agreed that any Licensed Engineer having a complaint concerning compliance with the above Contract may immediately present his complaint to the Master who will arrange an adjustment of the grievance. It is distinctly understood that the complaint will be presented in a dignified and orderly manner, not in the presence of passengers, and that the Master will not be approached during periods of low visibility, inclement weather, or any other such

time as he is carrying out his duties on the bridge. It is the intent of this paragraph to have food grievances resolved on board as expeditiously as possible.

Section 4. Potable water systems will be operated in a manner to assure the potability of the water. The potable water systems will be tested in accordance with accepted potable water tests to assure the quality of the water and that there is no contamination in the system. The results of such tests will be made available to the Chief Engineer upon request.

ARTICLE 29

QUARTERS AND SUBSISTENCE ALLOWANCES

Section 1. In accordance with 5 U.S.C. 5947, an allowance will be paid to employees who are otherwise in a duty status when:

(a) quarters or subsistence or both are not available aboard the vessel while it is undergoing repairs.

(b) adverse weather conditions or similar circumstances beyond the control of the employee or the Employer prevent transportation of the employee from shore to the vessel.

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 2. 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 3. The employer will attempt to ensure that shipyard cleanup facilities are available to employees when necessary.

Section 4. Licensed Marine Engineers on vessels with no built in living or messing facilities and outside the normal area of operation of the vessel will be provided with reasonable quarters and subsistence allowance, taking into consideration prevailing local rates, to secure meals and quarters ashore, in accordance with applicable regulations.

ARTICLE 30

TRAVEL AND PER DIEM

Section 1. Whenever a Corps Hopper or Sidecasting Dredge is operating in a foreign area (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 personally pay any such excess cost, and the air ticket will be provided under this mutually agreed upon proviso. 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.

Section 2. Travel ordered by the Employer will be accomplished during duty hours whenever possible. Employees will be compensated for official travel during non-duty hours and costs incidental to such travel in accordance with applicable regulations. Employees may be provided with money in advance of travel, in accordance with appropriate regulations.

Section 3. The Employer recognizes that private industry compensates employees for travel expenses between vessels and home on off duty periods; but maintains that regulations prohibit the Employer from making such payments. However, the Employer agrees that if such regulations are in any way changed which may permit such payment, the Employer will immediately notify the Association and negotiate toward making such payments as are lawful.

Section 4. The employer recognizes that it is the desire of the Association 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.

ARTICLE 31

VISITATION

Section 1. Representatives of the Association may visit employees aboard vessels provided that the Association has made prior arrangements with the appropriate District office in advance of the proposed visit. When vessels are not at a dock, the Association representatives may use regularly scheduled launch service. No special transportation shall be provided. The Association agrees that it shall take out and furnish documentation of insurance to HQUSACE which will protect the Employer against claims against loss of life or injury occurring to a representative of the Association while making a visit to a vessel or work site. Upon boarding, the representative of the Association will notify the Master of the vessel of his estimated length of stay and the employees to be visited.

Section 2. The Employer will provide to the Association a list of phone numbers for District points of contact for the location and status of Corps floating plant.

Section 3. The Employer will notify the Association of all employee bargaining unit member incidents which involve the removal of the employee from the vessel for treatment of serious injuries on the job.

Section 4. Visits with employees will be limited to those times when the employees (who are the object of the visits) are in a non-duty status or, at the discretion of the Master of the vessel concerned, when the employees may be released from their duties without adversely affecting the vessel's operation, maintenance, or safety.

ARTICLE 32

WAGES

Section 1. Wage rates will be paid as established under Section 5343, Title 5 U.S.C., 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. Because this agreement is provided for a unit of Marine Engineering Officers, the wage adjustments shall be made in accordance with prevailing rates of the maritime industry, when such is authorized by the Department of Defense Wage Fixing Authority.

Section 2. The employer agrees that engineers whose jobs require essentially the same duties and responsibilities on similar types of vessel should be classified at the same grade level. Classification reviews and any resulting corrective action will be taken when this is discovered not to be the case.

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

Section 4. 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 33

PAYROLL PROCEDURES

The Employer will provide pay to employees by means of Direct Deposit/Electronic Funds Transfer to the employee's financial institution.

ARTICLE 34

REPAIR WORK

Whenever maintenance and repairs become necessary, those repairs and maintenance operations which are within capability of the bargaining unit member engineers shall be made by those engineers at the discretion of the Employer. The Employer will consider any recommendations made by the Chief Engineer.

ARTICLE 35

MEETINGS

Licensed engineers shall be granted official time or paid overtime in accordance with appropriate regulations when attendance at meetings is mandated by the employer.

ARTICLE 36

DUTIES OF OFFICERS (HOPPER DREDGES)

Section 1. Other Duties. The phrase "other related duties as assigned", as used in job descriptions, means duties related to the basic job. This phrase will not be used to regularly assign work to a Licensed Engineer which is not reasonably related to his basic job description, such as being required to soogie, paint, scrape, chip, scale paint, or perform duties normally assigned to other personnel aboard.

ARTICLE 37

LEGAL COMPLIANCE AND LEGAL MINIMUM MANNING

The Employer agrees to comply with all statutes and regulations applicable to the operation and manning of Corps vessels, and continue to have the U.S. Coast Guard inspect U.S. Army Corps of Engineer vessels that are presently inspected as long as the U.S. Coast Guard continues to provide the service.

ARTICLE 38

CERTIFICATION OF SERVICE

Time aboard the vessel will be certified by the employer in writing within 30 days of a written request by the licensed engineer.

ARTICLE 39

LAUNCH AND/OR VEHICLE SERVICE

Section 1. Where launch service is provided by the Employer for travel to and from the vessel, service will be scheduled so that the launch arrives at the vessel on or before the beginning of the employee's tour of duty.

Section 2. The Employer will make scheduled operationally necessary trips for the vehicle assigned to the vessel. Such schedules shall be posted prior to crew change days and any changes to such schedules shall be made known as soon as possible. During such scheduled trips, employees may use available space for transportation from or to a point of public transportation.

V. EFFECT OF AGREEMENT

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ARTICLE 40

SET ASIDE ISSUES

Due to marine engineering technological changes made to the U.S. Army Corps of Engineers Floating Plant/Vessels since 1953, when the U.S. Army Corps of Engineers established a floating Plant ladder diagram and marine engineer wage grade levels, the Association requests that a joint labor-management working group be formed to review and make recommendations on the impact of these changes on U.S. Army Corps of Engineers marine engineers.

A joint labor-management working group will be formed and consist of affected labor, employer, and agency representatives to review, analyze, and make recommendations on the impact of marine technological changes made on U.S. Army Corps of Engineers Floating Plant/Vessels and its effect on job descriptions of the U.S. Army Corps of Engineers Floating Plant Ladder Diagram for their proper wage grade levels.

The joint labor-management working group will prepare a mutually agreeable report of its findings and recommendations, and submit the report to the Director of Human Resources, HQUSACE, for the Chief of Engineers.

ARTICLE 41

NEGOTIATIONS

The Association reserves the right to negotiate all changes in personnel practices, policies, regulations, and rules affecting bargaining unit members.

Section 1. When agreement cannot be reached on a matter that both parties agree is negotiable, and after serious and diligent negotiations, either party may 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 42

EFFECT OF AGREEMENT

Section 1. It is the understanding of the parties that upon approval by the Department of Defense Field Advisory Services, 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 2. 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 Association for evaluation and negotiations prior to implementation.

Section 3. The parties endorse the principle that the labor-management relationship is a local, problem-solving dialogue between equal partners 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 the bargaining unit represented by the Association 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. Reproduction of Agreement. The Employer agrees to provide sufficient copies of the approved agreement to the Association.