Agreement

Between

International Organization of Masters, Mates & Pilots AFL-CIO

and

U.S. Army Corps of Engineers

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
	PREAMBLE	01
I. RIGHTS OF THE PARTIES		
1	RECOGNITION AND UNIT DETERMINATION	03
2	PROVISIONS OF LAW AND REGULATIONS	04
3	RIGHTS OF EMPLOYER	04
4	RIGHTS OF THE ORGANIZATION	04
5	MUTUAL RIGHTS AND OBLIGATIONS	06
6	RIGHTS OF EMPLOYEES	07
II. PERSONNEL ADMINISTRATION		
7	TRAINING AND DEVELOPMENT	10
8	PROMOTIONS	11
9	PERFORMANCE APPRAISAL SYSTEM	11
10	GRIEVANCE AND ARBITRATION PROCEDURE	12
11	UNFAIR LABOR PRACTICES	18
12	DISCIPLINARY ACTIONS	18
13	REDUCTIONS IN FORCE	19
14	EQUAL EMPLOYMENT OPPORTUNITY	19
15	RETIREMENT	20
16	ALLOTMENT OF DUES	20
17	LICENSE ADVANCEMENT	21
18	EMPLOYER-ORGANIZATION RELATIONS	21
19	MANNING REQUIREMENTS	22

ARTICLE	TITLE	PAGE
III. WORK POLICIES		
20	HOURS OF WORK	24
21	OVERTIME	25
22	COMPENSATORY TIME	26
23	ANNUAL AND SICK LEAVE	26
24	HOLIDAYS	27
25	SHORE LEAVE	28
26	OTHER LEAVE	30
IV. WORK PRACTICES		
27	SAFETY	32
28	LIVING CONDITIONS	32
29	MEALS	32
30	SUBSISTENCE AND QUARTERS ALLOWANCE	33
31	TRAVEL AND PER DIEM	34
32	WAGES	35
33	DUTIES OF OFFICERS	35
34	LAUNCH AND/OR VEHICLE SERVICE	35
35	ELECTRONIC FUNDS TRANSFER	36
V. EFFECT OF AGREEMENT		
36	SEPARABILITY CLAUSE	38
37	IMPACT AND IMPLEMENTATION BARGAINING	38
38	SET ASIDE ISSUES	39
39	EFFECTIVE DATE AND DURATION	39
MEMORANDUM OF AGREEMENT		41

PREAMBLE

This Agreement is made by and between the United States Army Corps of Engineers, hereinafter referred to as the EMPLOYER and the International Organization of Masters, Mates and Pilots, AFL-CIO, hereinafter referred to as the ORGANIZATION.

I. RIGHTS OF THE PARTIES

			Page
Article	1	RECOGNITION AND UNIT DETERMINATION	03
Article	2	PROVISIONS OF LAW AND REGULATIONS	04
Article	3	RIGHTS OF EMPLOYER	04
Article	4	RIGHTS OF THE ORGANIZATION	04
Article	5	MUTUAL RIGHTS AND OBLIGATIONS	06
Article	6	RIGHTS OF EMPLOYEES	07

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognizes that the Organization is the exclusive representative of all supervisory Masters, Mates and Pilots on all vessels and floating plant of the U. S. Army Corps of Engineers who are not covered by a collective bargaining agreement of a unit of exclusive recognition by an Organization other than the International Organization of Masters, Mates and Pilots, AFL-CIO. All other employees and supervisors and management officials and persons described in 5 U.S.C. 7112(b) (2) (3) (4) (6) and (7) are excluded.

The Organization hereby recognizes the responsibilities of representing the interests of all such Bargaining Unit Employees (without discrimination and without regard to Organization membership) with respect to grievances, personnel policies, practices and procedures or other matters affecting general working conditions within the unit, subject to the express limitations set forth in Articles 2 and 5 below.

Section 2 . Wherever appearing in this agreement the word "employee" refers only to employees within the bargaining unit represented by the Organization.

Section 3. Although each District of the Corps operates with certain independence from other Districts, the national composition of the bargaining unit represented by the Organization 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 4. This agreement supersedes all contracts previously in force between the Employer and the Organization.

Section 5. The Organization 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 Organization to reflect any changes which the Organization in its sole discretion may make in the location and points of contact of the local offices of the Organization.

Section 6. 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 the agreement, officials and Bargaining Unit 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 2. The provisions of Title 5 U.S.C., Chapter 71, Labor Management Relations, shall apply to this agreement and to all supplemental, implementing, subsidiary, or informal agreements between parties to this agreement.

Section 3. Bargaining Unit Employees serving aboard Employer vessels will hold U. S. Coast Guard licenses as appropriate to the position.

All Corps ocean-going hopper dredges shall be certificated by the U. S. Coast Guard. Should the U.S. Coast Guard decline to inspect or certify Corps ocean-going hopper dredges, such dredges shall be maintained to U. S. Coast Guard standards.

ARTICLE 3

RIGHTS OF THE 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 ORGANIZATION

The Organization is the exclusive representative for all employees in the unit and upon approval of this negotiated agreement shall be entitled to:

Section 1. Have representatives of the Organization visit Bargaining Unit Employees aboard vessels and work sites provided that the Organization has made prior arrangements with the appropriate District office in advance of the proposed visit.

Section 2. The Organization agrees that it shall take out insurance which will protect the Government against claims concerning loss of life or injury occurring to a representative of the Organization while making a visit to a vessel or work site.

Section 3. No special transportation will be provided to Organization representatives; however, when vessels are not at a dock and regularly scheduled launch service is being provided, the Organization's representatives may use that launch.

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

Section 5.

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

b. The Organization Employee Representatives will have a reasonable amount of official time to perform legitimate representational functions of the Organization, such as representing Bargaining Unit 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 immediate supervisor agrees the request is reasonable and appropriate, and operations permit, the Bargaining Unit Employee's request shall be granted.

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

3. Under no circumstance will official time be used for the performance of internal union duties.

Section 6. The Organization shall have the right to be present at any meeting between management representatives and an Bargaining Unit Employee where the meeting concerns the grievance of that employee.

Section 7. The Employer agrees that the Organization will be informed of and may participate in negotiations over the impact of projected changes in working conditions. The Organization may include the master of the floating plant, or his designee, in such negotiations

ARTICLE 5

MUTUAL RIGHTS AND OBLIGATIONS

Section 1. It is agreed and understood that matters appropriate for negotiation between the parties are policies and programs related to working conditions which are within the discretion of the Employer, including but not limited to, such matters as safety, training, labor-management relations, employee services, methods of adjusting grievances regarding applications and interpretations of the agreement, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work.

Section 2. It is the intent and purpose of the parties to this agreement to promote and improve the efficient administration of the Federal Service and the well-being of Bargaining Unit Employees within the meaning of 5 U.S.C. Chapter 71, to establish basic understanding relative to personnel policies, practices and procedures, and matters affecting conditions of employment, and to provide means of amicable discussion and adjustment of grievances and other matters of mutual interest and concern.

Section 3. In accordance with the spirit and intent of Executive Order 12871 nothing in this agreement shall preclude Management and the Organization from negotiating over the subjects set forth in 5 U.S.C.7106(b).

Executive Order 12871 is intended only to improve the internal management of the executive branch and is not intended to, and does not, create any right to administrative or judicial review, or any other right, substantive or procedural, enforceable by a party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.

ARTICLE 6

RIGHTS OF EMPLOYEES

Section 1. The Employer and the Organization agree that: Any Bargaining Unit 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 of reprisal, and each Bargaining Unit Employee shall be protected in the exercise of such right. Except as otherwise provided under 5 U.S.C 7102, 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 5 U.S.C 7102.

Section 2. Each Bargaining Unit Employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer through the Bargaining Unit Employee's normal chain of command.

Section 3. Each Bargaining Unit Employee has the right to become a member of the Organization, subject to the Organization'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 4. The Employer will annually notify all Bargaining Unit Employees represented by the Organization of their right to request union representation at any examination of the Bargaining Unit Employee in connection with an investigation if the Bargaining Unit Employee reasonably believes disciplinary action could result.

Section 5. WHISTLE BLOWER PROTECTION. The Employer agrees that Bargaining Unit Employees shall be protected against reprisal for the disclosure of information which the Bargaining Unit Employee reasonably believes evidences:

a. Violation of any law, rule, or regulation.

b. Mismanagement or gross waste of funds, and abuse of authority or a substantial and specific danger to public health or safety.

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

II. PERSONNEL ADMINISTRATION

		Page
Article 7	TRAINING AND DEVELOPMENT	10
Article 8	PROMOTIONS	11
Article 9	PERFORMANCE APPRAISAL SYSTEM	11
Article 10	GRIEVANCE AND ARBITRATION PROCEDURE	12
Article 11	UNFAIR LABOR PRACTICES	18
Article 12	DISCIPLINARY ACTIONS	18
Article 13	REDUCTIONS IN FORCE	19
Article 14	EQUAL EMPLOYMENT OPPORTUNITY	19
Article 15	RETIREMENT	20
Article 16	ALLOTMENT OF DUES	20
Article 17	LICENSE ADVANCEMENT	21
Article 18	EMPLOYER-ORGANIZATION RELATIONS	21
Article 19	MANNING REQUIREMENTS	22

ARTICLE 7

TRAINING AND DEVELOPMENT

The Employer and the Organization concur that a training program is beneficial for the Bargaining Unit Employees and for the Employer, and agree to the following:

Section 1. The Employer will administer a program whereby Bargaining Unit Employees may, at the Employer's expense, attend training for the purpose of upgrading licenses, provided such training is directly related to a Bargaining Unit Employee's present or planned future assignment. Selection for training shall be competitive. This training may be at government schools, private schools, or Organization schools, subject to Employer approval. All costs for such training will be borne by the Employer in accordance with applicable regulations.

Section 2. Any Bargaining Unit Employee who desires to upgrade his license, but who is not selected for training through competitive procedures, may be granted leave to attend such training. Approval to attend is subject to the Employer's work schedule and must be approved by the Employer. In accordance with 5 CFR 410.405 and when approved, the Employer will pay one hundred (100) percent of the upgrade training tuition costs provided such training is completed or successfully completed. Should the Bargaining Unit Employee not complete or successfully complete the training course, that Bargaining Unit Employee will not be eligible for further Employer funded training for that course under this section. All other costs incident to the training and license exam (s) will be paid by the Bargaining Unit Employee.

Section 3. The parties agree that training benefits the employer as well as the Bargaining Unit Employee, therefore USCG requirements that involve additional training to maintain licenses shall be provided to the Bargaining Unit Employee. All costs incident to such training shall be borne by the Employer in accordance with applicable regulations.

Section 4. Each supervisor will meet annually with each Bargaining Unit Employee to identify the training needs of the Bargaining Unit Employee. The supervisor shall document this on the Bargaining Unit Employee's Individual Development Plan (IDP) and the senior rater then shall insure that the Bargaining Unit Employee receives the necessary training. The Organization will provide appropriate training program information to Bargaining Unit Employees.

ARTICLE 8

PROMOTIONS

Section 1. The Employer agrees to select individuals for promotion to higher jobs in accordance with the provisions of the appropriate Merit Promotion and Placement Plan, and as supplemented by this Article. All vacancy announcements for positions within the bargaining unit will be provided the National Headquarters of the Organization. Sufficient time will be permitted within which applicants may apply for such vacancies.

Section 2. All promotions will be made in accordance with the applicants having the appropriate qualifications, and being registered in the appropriate regional automated Civilian Personnel Operations Center (CPOC) program. In the case of Bargaining Unit Employees in this unit, appropriate qualifications mean, as a minimum, appropriate license(s) for the position sought.

Section 3. A Bargaining Unit 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 4. FOR FUTURE USE. This section will address the applicable provision of the RESUMIX system at a later date.

ARTICLE 9

PERFORMANCE APPRAISAL SYSTEM

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

Section 2. Performance standards for all jobs will be applied in a reasonable, fair and equitable manner. Performance ratings will be based on an assessment of the results of the Bargaining Unit Employee's performance against the standards/requirements communicated to the Bargaining Unit Employee at the beginning of the appraisal period or changed during a progress review and documented in the Bargaining Unit Employee's performance plan. The evaluation process will be clearly explained to the Bargaining Unit Employee. The Bargaining Unit Employee should sign the rating to indicate that it has been discussed. If the Bargaining Unit Employee refuses to sign, the rating official should so note. The basis for the

evaluation shall be in writing, and the Bargaining Unit Employee shall be given an opportunity to evaluate all the documentation used as a basis of the Bargaining Unit Employee's rating. A copy of the evaluation shall be provided to the Bargaining Unit Employee, and a copy may be maintained aboard each vessel and be available to the Bargaining Unit Employee.

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

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

ARTICLE 10

GRIEVANCE AND ARBITRATION

Section 1. The Employer and the Organization recognize the importance of settling disputes, disagreements and misunderstandings promptly, fairly, and in a manner that will maintain the self-respect of the Bargaining Unit 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 a Bargaining Unit Employee, by the Organization, 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. A Bargaining Unit 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 procedure, but not both. A Bargaining Unit Employee shall be deemed to have exercised his option under this subsection at such time as the Bargaining Unit Employee timely initiates a formal written EEO Complaint under the statutory procedures or timely initiates a grievance in writing in accordance with this Article, whichever event occurs first. Selection of the negotiated grievance procedure in no manner prejudices the right of an aggrieved Bargaining Unit 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., Bargaining Unit 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. A Bargaining Unit Employee shall be deemed to have exercised this option under this subsection at such time as the Bargaining Unit 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 a Bargaining Unit Employee from seeking legal redress in a court of law with respect to the subject matter of the Bargaining Unit Employee's grievance; however, any costs associated with such legal action shall be borne by the Bargaining Unit Employee.

Section 4. Bargaining Unit Employees, the Organization, and the Employer may initiate grievances under this Article.

Section 5. Bargaining Unit Employees may file and present grievances without the approval of or representation by the Organization. However, when a bargaining unit employee presents his own grievance, the Organization will be notified by the Employer and will be given the opportunity to be represented at all formal discussions between the bargaining unit employee and management concerning the grievance and the adjustment of Bargaining Unit Employee grievances shall not be inconsistent with the terms of this agreement. Bargaining unit employee grievances may not advance to

arbitration unless the Organization invokes arbitration.

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

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

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

Step 1. The grievance will be reduced to writing and presented to the Bargaining Unit Employee's immediate supervisor (usually the Master).

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 written grievance shall also name the Bargaining Unit Employee's representative, if any.

The immediate supervisor may conduct such inquiry and discussion as he deems appropriate. The immediate supervisor will give his written decision to the Bargaining Unit Employee within ten (10) calendar days after receiving the Bargaining Unit Employee's grievance. A copy of the response shall be provided to the appropriate Organization representative in person or via certified mail.

Where the grievant is the Master of the vessel, the grievance will be initiated at Step 2 of this procedure.

Step 2. If the Bargaining Unit Employee is not satisfied with the decision at Step 1, he may appeal in writing to the Chief of Operations. This appeal shall be in writing (a copy of the written grievance must be attached thereto) and must be submitted within 15 calendar days after receipt of the decision at Step 1, unless the Bargaining Unit Employee is geographically isolated and cannot make contact with the Organization. A Master shall submit his grievance in writing (consistent with the requirements set forth in Step 1 above) to the Chief of Operations within 15 calendar days after learning of the event giving rise to his grievance, unless the Master is geographically isolated and cannot make contact with the Chief of Operations.

The Chief of Operations shall conduct such inquiry and discussions as he deems appropriate and, shall render his written decision within 10 calendar days after receiving the appeal (or the initial grievance of a Master). A copy of the written decision shall be provided to the appropriate Organization representative in person or via certified mail.

Step 3. If the Bargaining Unit 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 Bargaining Unit 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 Bargaining Unit Employee so desires he may request a meeting with the District Commander or his designee to discuss his grievance. The Bargaining Unit Employee's representative shall be entitled to attend this meeting.

The District Commander or his designee shall, render a written decision within twenty (20) calendar days after receipt of the appeal. If it is contemplated that this decision will result in a letter of reprimand, the District Commander or his designee will consult with the Director of Human Resources, HQUSACE, prior to rendering a final decision on the matter. A copy of the final decision shall be provided to the appropriate Organization representative in person or via certified mail.

Step 4. For suspensions of fifteen (15) days or more or removals, the Bargaining Unit Employee/Organization may appeal the Step 3 decision to Director of Civil Works, HQUSACE within thirty (30) calendar days after receipt by the Bargaining Unit Employee 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 Director of Civil Works, HQUSACE, or his designee, acting for the Chief of Engineers, shall render a Step 4 decision concerning the compliance and uniformity with the provisions of this agreement and consistency with the Army table of penalties 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 in person or via certified mail. A copy of the written decision shall also be provided to the Organization. If the Organization is not satisfied with the decision of HQUSACE, the Organization may proceed to arbitration as set forth below.

Section 9. PROCEDURE FOR ORGANIZATION AND EMPLOYER GRIEVANCES. This procedure shall be used by the parties to resolve questions regarding the interpretation or application of this agreement.

a. If informal efforts fail, the appropriate representative of the moving party will submit the grievance in writing to an appropriate representative of the other party within sixty (60) calendar days of the event or circumstances 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.

b. If the grievance arises at the national or Corps-wide level, the appropriate representatives of the parties are the Chief of Engineers and the Organization's International President, or their designees.

c. If the grievance arises at a District level, the appropriate representatives are the District Commander and the National Representative of the Organization, or their designees.

d. The appropriate representatives of the parties, will meet as soon as possible, but no later than fifteen (15) calendar days after receiving the written grievance, 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 Organization may refer the matter to final and binding arbitration by giving the other party timely written notification that arbitration is being invoked. In lieu of the procedures described below the parties may mutually agree to use the expedited arbitration procedure described in Section 13. Decisions rendered by the arbitrator in either process will be considered final and binding.

a. When the dispute concerns an Bargaining Unit Employee's grievance, the appropriate National Representative of the Organization 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 procedures, except where the grievance was processed through Step 4. When a grievance has been processed through Step 4, the appropriate National Representative of the Organization must serve the arbitration notice on the Director of Civil Works, HQUSACE, within thirty (30) calendar days after the date of the decision at Step 4. Service for these purposes is not accomplished until arbitration notice is received by the appropriate District Commander or the Director of Civil Works Resources, HQUSACE, as appropriate.

b. When the dispute concerns an Employer or Organization 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 the 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.

c. Within fifteen (15) calendar days after arbitration has been invoked, the moving party will request the Federal Mediation and Conciliation Service to provide a list of five arbitrators. All costs incurred for requesting a list of arbitrators will be borne by the moving party. 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 proceeding shall be shared equally by the Employer and the Organization. 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 this 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 (5) calendar day following the date of the postmark.

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

Section 13. The expedited arbitration procedure will be used for issues which involve irreparable harm or issues in which the passage of time would preclude a remedy. The parties shall proceed with arbitration under the normal procedure as described in Section 10, 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 action which might cause irreparable harm or preclude remedy 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 telephone system to report or discuss grievances and other labor relations matters with the Organization. Such use will not interfere with the Employer's conduct of government business or the safe operation of the vessel.

ARTICLE 11

UNFAIR LABOR PRACTICES

Section 1. The Organization and the Employer recognize the mutual benefits to be gained from in-house resolution of Unfair Labor Practice (ULP) charges. Therefore, the Employer and Organization 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. This procedure shall be used for the consideration of allegations based upon violation of Section 7116 of the Civil Service Reform Act other than Subsection 7116 (b)(7).

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 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 file a formal charge with the FLRA under 5 CFR 2423.

Section 2. No part of this 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 12

DISCIPLINARY ACTIONS

The provisions of the applicable statutory and regulatory procedures are acknowledged by the Organization as governing in disciplinary actions. With the exception of a written reprimand, a Bargaining Unit Employee against whom a 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 Organization from an affected Bargaining Unit Employee who wishes the Organization to represent him, management officials will discuss the action with the Organization if so requested by the Organization. Where an Bargaining Unit Employee has a right to respond orally or in writing to a notice of proposed disciplinary action, the Bargaining Unit Employee, if he so chooses, shall have the right to be represented and assisted by a representative of the Organization in making his reply to the action being proposed.

The Employer agrees to initiate disciplinary actions in a timely manner.

ARTICLE 13

REDUCTIONS IN FORCE

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

Section 2. When a reduction in force involves employees of this Bargaining Unit, the Organization will be notified by the Employer and, at the Organization'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 Bargaining Unit Employee affected by a reduction in force.

ARTICLE 14

EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Organization 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 15

RETIREMENT

Retirement is based on applicable federal retirement statutes and regulations.

ARTICLE 16

ALLOTMENT OF DUES

Section 1. Effective with the first pay period occurring after the signing of this agreement, the Employer shall deduct Organization dues from the pay of Bargaining Unit Employees who voluntarily authorize such deductions on the Standard Form 1187, providing the Bargaining Unit Employee's earnings are sufficient to cover the allotment, that the amount deducted is for regular periodic dues to maintain the Bargaining Unit Employee as a member of the Organization 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 the Secretary-Treasurer of the International Organization of Masters, Mates and Pilots at the Organization's headquarters each periodic amount specified on Standard Form 1187.

Section 2. The Organization 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. The appropriate Civilian Personnel Advisory Center (CPAC) will process SF 1187's upon receipt and forward to DFAS.

Section 3. A Bargaining Unit Employee's voluntary allotment for payment of Organization 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 Organization or suspension or termination of this agreement by appropriate authority outside the Employer;

b. Separation of the employee from the unit except by temporary promotion or detail; or

c. Upon receipt of notice from the Organization that the Bargaining Unit Employee has been suspended, expelled, or ceases to be a member in good standing.

Section 4. An allotment for the deduction of dues may be revoked by the Bargaining Unit Employee by submitting an SF-1188. Copies of this form may be obtained from and should be returned to the applicable servicing CPAC. The cancellation of payroll deduction will become effective on the first full pay period which begins on or after the next established cancellation date after the request is received by the payroll office.

Section 5. The Organization agrees to notify the appropriate servicing CPAC in writing within seven (7) calendar days when a Bargaining Unit Employee with a current allotment authorization is expelled or ceases to be a member in good standing with the Organization in order that their allotment for dues may be terminated. The Organization will also send to the appropriate servicing CPAC within seven (7) calendar days any written revocation of allotment received by the Organization.

Section 6. The Organization will indemnify, save harmless, or take steps requested by the Employer to protect the Employer from any and all claims and disputes by means of its acting hereunder.

ARTICLE 17

LICENSE ADVANCEMENT

Within operating requirements and consistent with economical operations, the Employer will provide to the extent practical for observer voyages aboard vessels for Bargaining Unit Employees to gain necessary trip requirements in order to advance or maintain their licenses and/or endorsements.

ARTICLE 18

EMPLOYER-ORGANIZATION RELATIONS

The parties endorse the principle that the labor-management relationship is a local, problem-solving dialogue between equals and that day-to-day matters which arise at the work site should be addressed at the lowest level of management. In support of this principle the Organization will communicate directly with individual Districts concerning local matters whenever possible. In like manner, District Management will communicate with designated representatives of the Organization on local matters of mutual interest. When practicable all local matters will be discussed with a local Organization representative.

ARTICLE 19

MANNING REQUIREMENTS

When requested by the Organization, the Employer agrees to provide the Organization with the organization chart and appropriate job descriptions for any vessel requested employing Bargaining Unit Employees.

The Employer will notify the Organization of any projected change to these documents.

III. WORK POLICIES

		Page
Article 20	HOURS OF WORK	24
Article 21	OVERTIME	25
Article 22	COMPENSATORY TIME	26
Article 23	ANNUAL AND SICK LEAVE	26
Article 24	HOLIDAYS	27
Article 25	SHORE LEAVE	28
Article 26	OTHER LEAVE	30

ARTICLE 20

HOURS OF WORK AND WORK SCHEDULES

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, or currently in practice, 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 Bargaining Unit Members returning to the vessel at the beginning of any tour of duty will be scheduled to insure completion of the regularly scheduled workday. Bargaining Unit Employees who report to the launch pick up point at the designated time, but, due to the late arrival of the launch to the vessel, 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. Established tours of duty will not be changed unless at least three (3) weeks notice in writing has been given. Posting of changes in tours of duty on bulletin boards will be considered to be notice in writing.

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 employee's work schedules will be established or changed by written announcement at least three (3) weeks in advance. 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. In accordance with 5 CFR 610.121(a), exceptions to the three (3) weeks notice for changes to tours of duty or work schedules will be made: 1) in emergencies; 2) where the Employer would be hindered in carrying out its mission; 3) where costs would be substantially increased, for example, in amounts greater than fifty (50) percent. The parties acknowledge these exceptions require compelling circumstances to implement the change in schedules over and above normal day-to-day operations.

d. 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. Bargaining unit employees 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. ALTERNATE WORK SCHEDULE (AWS)

Each District may negotiate locally an alternate work schedule to maximize the time off schedule of Bargaining Unit Employees and to meet the needs of the mission.

Section 5. AWS SUPPLEMENTAL AGREEMENTS

Refer to Article 38, Set Aside Issues.

ARTICLE 21

OVERTIME

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

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

Section 3. Bargaining Unit Employees 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 will assign overtime work on an equitable basis.

Section 5. A Bargaining Unit Employee required to work overtime may secure a qualified replacement if approved by the Employer.

Section 6. Leave may be granted to a Bargaining Unit Employee whether or not overtime is being performed at that time by another employee; 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

COMPENSATORY TIME

In accordance with 5 USC 5543, as amended by Section 1610 of Public Law 104-201, dated September 23, 1996, a Federal Wage System (Wage Board) employee may request and the Employer may grant the employee compensatory time off from the employee's scheduled tour of duty instead of payment, under 5 USC 5544 or Section 7 of the Fair Labor Standards Act, for an equal amount of time spent in irregular or occasional overtime work.

ARTICLE 23

ANNUAL AND SICK LEAVE

Section 1. Annual or sick leave will not be denied arbitrarily.

Section 2. Normally, Bargaining Unit 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 3. When circumstances warrant, such as emergencies, Bargaining Unit Employees may request annual or sick leave by telephone. When leave is requested by telephone, the Bargaining Unit Employee shall, request such leave of his supervisor with as much advance notice as practical before the start of the Bargaining Unit Employee's tour of duty.

Section 4. Unless a Bargaining Unit Employee is on written notice that all instances of sick leave must be supported by a doctor's certificate, a Bargaining Unit Employee shall not be required to submit a doctor's certificate, except, at the Employer's option, when the Bargaining Unit Employee has been on sick leave for a period in excess of three continuous work days, it may be required.

Section 5. Bargaining Unit 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 6. The Employer will attempt to maintain an adequate number of qualified personnel to relieve for leave purposes.

ARTICLE 24

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 a Bargaining Unit Employee's duty tour days aboard the vessel, the Bargaining Unit 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 a Bargaining Unit 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 Bargaining Unit Employee shall be permitted to depart a day early or return a day late. When operational necessities require that the Bargaining Unit 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, the Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

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 25

SHORE LEAVE

Section 1. Requests for leave will be in writing and the approval/denial of such shore leave will also be in writing. Shore leave must be approved in advance by the appropriate supervisor. Retroactive approval may be given when circumstances warrant.

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

Section 3.

a. An ocean going vessel includes a Department of Army hopper or sidecasting dredge when it:

1. Is operating in foreign, territorial, Hawaiian, or Alaskan waters;

2. Is operating outside its normal area of operations, or is enroute to or from such operations; or

3. Is undergoing repairs outside its normal area of operations or is enroute to or from this repair status.

b. 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.

c. A Bargaining Unit Employee earns shore leave at the rate of one (1) day of shore leave for each fifteen (15) calendar days of absence on one or more extended voyages.

d. Shore leave will be accrued by Bargaining Unit 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 e. below, and in accordance with the laws and regulations governing accrual of shore leave.

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

DREDGE	MANAGING DISTRICT	NORMAL AREA OF OPERATIONS
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.
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 Perdito Bay.
ESSAYONS YAQUINA	Portland	Heceta Head, OR north to Copalis Head, WA
SCHWEIZER MERRITT FRY	Wilmington	From Currituck, NC Light south to Charleston, SC

f. 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 IOMM&P 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 Organization 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:

DREDGE	HOME PORT/MANAGING DISTRICT
MCFARLAND	Philadelphia, PA
WHEELER	New Orleans, LA
ESSAYONS YAQUINA	Portland, OR
SCHWEIZER MERRITT FRY	Wilmington, NC

ARTICLE 26

OTHER LEAVE

Section 1. Court leave will be granted to employees in accordance with OPM regulations.

Section 2. Leave for jury duty will be granted employees so called, and any fees received for serving jury duty, except those exempted by applicable regulations or legitimate employee expenses, will be delivered to the Employer.

Section 3. 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.

Section 4. An employee may be excused for a reasonable amount of time to give a blood donation, not to exceed four (4) hours.

IV. WORK PRACTICES

		Page
Article 27	SAFETY	32
Article 28	LIVING CONDITIONS	32
Article 29	MEALS	32
Article 30	SUBSISTENCE AND QUARTERS ALLOWANCE	33
Article 31	TRAVEL AND PER DIEM	34
Article 32	WAGES	35
Article 33	DUTIES OF OFFICERS	35
Article 34	LAUNCH AND/OR VEHICLE SERVICE	35
Article 35	ELECTRONIC FUNDS TRANSFER	36

ARTICLE 27

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 Organization will cooperate to that end and encourage employees to work in a safe manner. The Employer, the Organization, and Bargaining Unit Employees are responsible for working safely.

Section 2. The Employer agrees to provide appropriate training, protective equipment and clothing to maintain a safe working environment.

Section 3. The Employer shall provide, and Bargaining Unit Employees shall use, appropriate protective clothing and equipment when working in a hazardous environment.

ARTICLE 28

LIVING CONDITIONS

Bargaining Unit Employees assigned to vessels with quarters will be furnished quarters on that vessel that are clean, lighted, equipped with fresh running hot and cold water, adequately ventilated and temperature controlled so as to be comfortable. Each individual room will have a sink, toilet and shower. Existing vessels are exempt to the extent they do not currently comply structurally. Future vessels will include such amenities.

ARTICLE 29

MEALS

Where facilities are available, meals for Bargaining Unit Employees 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 Bargaining Unit Employee is not late due to his own fault.

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. All meals on full service vessels will be appetizing and appealing and 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 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.

ARTICLE 30

SUBSISTENCE AND QUARTERS ALLOWANCE

Section 1. In accordance with 5 U.S.C. 5947, an allowance will be paid to Bargaining Unit 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 Bargaining Unit Employee from shore to the vessel.

Such payments will be based upon the actual cost of lodgings obtained by the Bargaining Unit 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 Bargaining Unit Employees when necessary.

Section 4. Bargaining Unit Employees 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 31

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 and involving voyages through the Panama Canal), the following will apply:

Bargaining Unit 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 Bargaining Unit 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 Bargaining Unit 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 Bargaining Unit Employee's own time, without overtime payment permitted; except, the Bargaining Unit 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. Bargaining Unit Employees will be compensated for official travel during non-duty hours and costs incidental to such travel in accordance with applicable regulations.

Section 3. The Employer recognizes that private industry compensates Bargaining Unit 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 Organization and negotiate toward making such payments as are lawful.

ARTICLE 32

WAGES

Wage rates will be paid as established under Section 5348(b), Title 5 U.S.C., which requires that compensation of Bargaining Unit Employees be fixed and adjusted from time to time as nearly as is consistent with the public interest in accordance with prevailing rates. The wage adjustments shall be made in accordance with prevailing rates of the maritime industry, when such is authorized by the Department of Defense Wage Fixing Authority.

ARTICLE 33

DUTIES OF OFFICERS

Under the term "Performs other duties as assigned" in an employee's job description, Bargaining Unit Employees normally will not be required to perform duties assigned to other personnel.

ARTICLE 34

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 Bargaining Unit 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, Bargaining Unit Employees may use available space for transportation from or to a point of public transportation.

ARTICLE 35

ELECTRONIC FUNDS TRANSFER

Section 1. The Employer will provide monetary disbursements to employees, such as pay, travel vouchers, subsistence, and awards, by means of Direct Deposit/Electronic Funds Transfer to the employee's financial institution.

Section 2. The Bargaining Unit Employee may designate separate financial institutions in accordance with applicable rules and regulations.

V. EFFECT OF AGREEMENT

		Page
Article 36	SEPARABILITY CLAUSE	38
Article 37	IMPACT AND IMPLEMENTATION BARGAINING	38
Article 38	SET ASIDE ISSUES	39
Article 39	EFFECTIVE DATE AND DURATION	39

ARTICLE 36

SEPARABILITY CLAUSE

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

ARTICLE 37

IMPACT AND IMPLEMENTATION BARGAINING

Section 1. The Employer shall notify the Organization of a proposed change in personnel practices or matters affecting working conditions not covered in this agreement within ten (10) calendar days of the Employer's decision to make the proposed change. The Organization's Representative or designee shall be notified in writing, and the notification shall set forth the nature and purpose of the proposed change. The Organization shall have the opportunity to present its position to the Employer in writing. The Employer will consider the Organization's position in formulating and developing the proposed change. The Organization may request the opportunity to negotiate on the impact and implementation, and when appropriate, the substance and/or decisions of proposed change. The Organization shall submit its request to negotiate to the Employer within ten (10) calendar days of receipt of the Employer's notification. The Employer shall have ten (10) calendar days to respond to the Organization's concerns. No change may occur until conclusion of good faith bargaining by the parties, except in emergencies or national security situations.

Section 2. The parties agree to conduct negotiations within thirty (30) calendar days from the Organization request for negotiations, with dates, times, and location mutually agreeable. If agreement is not reached, the following procedures will be applied in sequence:

a. The services of the Federal Mediation and Conciliation Service (FMCS) will be requested. If agreement is not reached with the assistance of a mediator;

b. The Federal Services Impasse Panel (FSIP) will be asked to resolve the impasse.

Section 3. Any costs incident to the use of FMCS and FSIP will be shared equally by the parties.

ARTICLE 38

SET ASIDE ISSUES

Section 1. The attached alternate work schedule supplemental agreements were submitted by the Organization for further verification.

Section 2. Alternate Work Schedules currently in practice as of 3 October 1997 will remain in place and unchanged by either party pending review of local alternate work schedules in accordance with Section 4 of Article 20. Both parties agree to pursue this goal expeditiously but in no case later than the following schedule by Region.

West Coast 20 days after signed agreement.
Gulf Coast within 40 days after signed agreement.
East Coast within 60 days after signed agreement.
Inland within 80 days after signed agreement.
Great Lakes within 100 days after signed agreement.

ARTICLE 39

EFFECTIVE DATE AND DURATION

Section 1. This agreement shall become effective thirty (30) calendar days following the date approved by the Department of Defense Field Advisory Services, and will remain in effect for five (5) years from that effective date. Thereafter, this agreement shall remain in effect from year to year unless either party shall notify the other in writing no more than 105 days nor less than 60 days prior to the expiration date of this agreement or any subsequent expiration date of its desire to terminate or renegotiate this agreement. The parties further agree that this agreement shall terminate if the Organization loses its status as the exclusive representative of the unit of recognition described in this agreement.

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

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

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

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

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

e. Title 5 U.S.C., Chapter 71 shall govern the parameters of negotiations and the resolution of any impasses.

Section 3. The parties agree that local supplemental agreements may be negotiated at the District level. Such local agreements, however, may not be inconsistent with this agreement. A representative of the National offices of each party shall participate in local negotiations.

Section 4. Should matters of National Significance not covered by this agreement arise, either party may request informal consultation of negotiation that may result in amendments or addenda to the contract. Both parties recognize there may be a time that these matters may not be resolved informally and will revert to the provisions of Section 2 or 3 of this article.

MEMORANDUM OF AGREEMENT

In accordance with the Federal Labor Relations Authority the preceding articles constitute an agreement between the U.S. Army Corps of Engineers (Employer) and the International Organization of Masters, Mates, and Pilots, AFL-CIO (IOMM&P).

FOR THE U.S. ARMY CORPS OF ENGINEERS

THOMAS M. VERNA
HQUSACE
Chief Negotiator
DATE: 10/3/97

DAVID C. BEACH
Portland District
Management Team Member

JAMES P. BUTLER
Wilmington District
Management Team Member

JAMES D. COURVILLE
New Orleans District
Management Team Member

RICHARD S. LOCKWOOD 971003
Philadelphia District
Management Team Member

FOR THE INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

CAPTAIN HENRY G. CEELY
Marine Consultant
Chief Negotiator
DATE: 3 OCT 97

JEFF WOODWARD
2nd Mate, Dredge ESSAYONS
IOMM&P Team Member

JOSEPH WILLIAMS
Master, Dredge SCHWEIZER
IOMM&P Team Member

JOHN BOCHYNSKI
3rd Mate, Dredge WHEELER
IOMM&P Team Member

STEVEN PERRY
3rd Mate, Dredge ESSAYONS
IOMM&P Team Member

TECHNICAL ADVISORS

SANDRA KEPPLEY
HQUSACE, Labor Relations Specialist
Management Team Member

LINDA J. BECKLES
HQUSACE, Legal Advisor
Management Team Member

EXECUTED:

FOR THE U.S. ARMY CORPS OF ENGINEERS

JOE N. BALLARD
Lieutenant General, USA
Commanding

DATE: 19 FEB '98

FOR THE INTERNATIONAL ORGANIZATION OF MASTERS, MATES AND PILOTS

CAPTAIN TIMOTHY A. BROWN
International President
International Organization of Masters, Mates and Pilots, AFL-CIO

DATE: 26 FEB 1998

DEPARTMENT OF DEFENSE
CIVILIAN PERSONNEL MANAGEMENT SERVICE
1400 KEY BOULEVARD
ARLINGTON, VA 22209-5144

APR 13 1998

MEMORANDUM FOR COMMANDER, U.S. ARMY CORPS OF ENGINEERS,
ATTN: CECW-OD, 20 MASSACHUSETTS AVENUE, N.W.,
WASHINGTON, DC 20314-1000

SUBJECT: Negotiated Agreement Between the U.S. Army Corps of Engineers and the International Organization of Masters, Mates and Pilots

We have reviewed the changes to the subject agreement, which were sent to us by fax on April 6, 1998, pursuant to 5 USC 7114(c)(1). The changes have resolved the negotiability problems which were identified in our letter disapproving the agreement dated March 27, 1998. The agreement as modified is approved this date.

The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation, or published policy.

Copies of the approved agreement should be forwarded as follows:

a. Defense Civilian Personnel Management Service (DCPMS), Field Advisory Services Division, Labor Relations Branch, 1400 Key Boulevard, Suite B-200, Arlington, VA 22209-5144 - two copies and one copy of OPM Form 913- B (attached). Also, send a copy of your agreement on disk (Microsoft Word, WordPerfect or any standard text format) or e-mail us a copy at labor.relations@cpms.osd.mil.

b. Assistant Secretary of the Army (Manpower and Reserve Affairs), ATTN: SAMR-CPP (Mr. David Helmer), 111 Army - Pentagon, Washington, DC 20310-0111 - one copy.

This action is taken under authority delegated by DoD 1400.25-M, Civilian Personnel Manual, Chapter 711, Labor Management Relations. This agreement is to be annotated to indicate: Approved by the Department of Defense on APR 13 1998 .

With this letter we are returning to you the original execution page of the agreement, which was enclosed with the executed copy of the agreement sent to us for review. This office only needs to keep a photocopy of the execution page.

Congratulations on the successful negotiation of an agreement. If there are any questions concerning this matter, Neil Glenicki may be reached at (703) 696-6301, select #3 for Labor Relations and enter extension 423, or DSN 426-6301, select #3 and enter extension 423.

A copy of this letter has been served on the labor organization which is a party to this agreement on APR 13 1998

for JOHN C. MOSELEY
Chief, Field Advisory Services

Attachments:
OPM Form 913-B
Agreement Execution Page

cc:
Captain Timothy A. Brown
International President
International Organization of
Masters, Mates and Pilots
700 Maritime Boulevard
Linthicum Heights, MD 21090-1941

SAMR-CPP (Mr. David Helmer)

U.S. Army Corps of Engineers
Attn: CEHR-D (Ms. Keppley)
20 Massachusetts Avenue, N.W.
Washington, DC 20314-1000