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Agreement

Between United States Army Corps of Engineers and Marine Engineers Beneficial Association

US Army Corps of Engineers

AGREEMENT

between

UNITED STATES ARMY CORPS OF ENGINEERS

and

MARINE ENGINEERS BENEFICIAL ASSOCIATION

PREAMBLE

THIS AGREEMENT is made by and between the UNITED STATES ARMY CORPS OF ENGINEERS, hereinafter referred to as the EMPLOYER and the MARINE ENGINEERS BENEFICIAL ASSOCIATION, hereinafter referred to as the ASSOCIATION.

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WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal service and the well-being of employees within the meaning of Title VII, Civil Service Reform Act of 1978, to establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment, and to provide means of discussion and adjustment of matters of mutual interest.

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

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1

RECOGNITION AND UNIT DETERMINATION

Section 1. The Employer hereby recognizes that the Marine Engineers Beneficial Association is the exclusive representative of all individuals employed as licensed marine engineers employed by the US 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 VII, Civil Service Reform Act of 1978.

Section 2. The Association will provide a current list of all offices 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 of the local office of the Association.

ARTICLE 2

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 other matter relating to conditions of employment of unit employees with the exception of matters concerning:

a. any claimed violation of subchapter III of Chapter 73 of 5 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 exercised his option under this subsection at such time as the employee timely initiates a formal written EEO complaint under the statutory procedures or timely initiates a grievance in writing in accordance with this Article, whichever 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 grievances 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 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 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 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 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 Chief, Labor and Employee Relations, HQUSACE, prior to rendering a final decision on the matter.

Step 4. For major grievances, usually suspensions or removals for cause, an additional decision level is provided as follows: If the Association is not satisfied with the decision rendered at Step 3 of this procedure, the Association may, within thirty (30) calendar days, forward the entire record to the Chief, Labor and Employee Relations, HQUSACE, for review and decision in regard to assuring uniformity of this agreement. The Chief, Labor and Employee Relations, HQUSACE, will render a decision acting for the Chief of Engineers within 30 calendar days after receipt. A copy of the decision shall be provided to the appropriate Union representative via certified mail. If the Association is not satisfied with this decision, 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 Representative of the Association assigned to the District concerned. The appropriate representatives of the parties, or their designees, will meet as soon as possible, but no later than 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 30 calendar days after the date of the written decision at Step 3 of the grievance procedures, or in cases where Step 4 is used, such notice shall be served on the Chief, Labor and Employee Relations, 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 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 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 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 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 third 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 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 3

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 VII, Civil Service Reform Act of 1978, 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.

ARTICLE 4

RIGHTS OF EMPLOYER

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

ARTICLE 5

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 6

VISITATION

Section 1. Representatives of the Association may visit employees aboard vessels provided that the Association has requested such privilege, normally at least 48 hours prior to the 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 insurance 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 a weekly report of the status of all Corps minimum fleet dredges to the National Office of the Association, to include location and operating status.

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

ARTICLE 7

WAGES

Section 1. The Employer agrees to request from the Bureau of Labor Statistics a full survey of wages, benefits and pay practices of U.S. Coast Guard Licensed Marine Engineers employed in the private and the public sector. The parameters of this study will be established by the Employer and the Association. This request will be prepared and forwarded to the Department of Labor within ninety (90) days of approval of this agreement. A copy of any resulting information will be provided to the Association within ten (10) days of receipt by the Employer.

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. Corrective classification 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.

ARTICLE 8

OVERTIME

Section 1. Overtime pay will be authorized and paid in accordance with the provisons 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.

ARTICLE 9

HOLIDAYS

Section 1. The Employer agrees to follow the provisions for holidays, entitlement for premimum 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, he 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.

ARTICLE 10

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.

ARTICLE 11

PAYROLL PROCEDURES

The Employer will provide pay to employees by means of Direct Deposit/Electronic Funds Transfer to the employee's financial institution or mailed to a personal address. Individual exemptions shall be made in the case of demonstrated need, when requested in writing by the employee.

ARTICLE 12

HOURS OF WORK

Section 1. The standard work week and work day will consist of 40 hours and eight (8) hours respectively, except as otherwise provided in this agreement, currently in practice, or subsequently agreed to by the parties and made a part of this agreement by supplemental negotiations.

Section 2. A "tour of duty" is defined as the number of days worked by the Engineer and the number of days off duty. The Employer will retain the original beginning and end of the tour of duty except in cases of emergencies, and moves between vessels.

Section 3. "Work schedule" is defined as the type of hours that the employee works within the tour of duty, e.g., day work or watches. Changes of employees' work schedules will be by written announcement at least two 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, it will be adjusted to reflect the actual hours to be worked.

Section 4. It is agreed that on vessels operating around the clock, every effort shall be made in scheduling watches, to insure that engineers get the maximum time off. If there is a dispute on this, engineers may file a grievance.

Section 5. Engineer Officers assigned to port watch will be on a standby basis for each 24-hour period of the port watch. All standby time on port watch, except time spent in eating and sleeping (generally 8 hours per day) is compensable.

ARTICLE 13

REPAIR WORK

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

ARTICLE 14

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 15

DUTIES OF OFFICERS (HOPPER DREDGES)

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 16

LEGAL COMPLIANCE AND LEGAL MINIMUM MANNING

The Employer agrees that it shall comply with all statutes and regulations applicable to the operation and manning of vessels. The employer shall

temporarily promote available, qualified personnel to meet such manning requirements. Appropriate waivers shall be granted in writing when qualified personnel are not available.

ARTICLE 17

VACATIONS

Section 1. Absence from duty for vacations and personal business 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. Shore Leave. A Corps Hopper or Sidecasting Dredge, when operating outside its normal area of operations, or enroute to or from such operations or undergoing repairs outside its normal area of operations, or enroute to or from this repair status will be considered an Oceangoing Vessel for purposes of the law governing entitlement to shore leave.

a. An extended voyage for a hopper 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 2 days for every 30 calendar days the vessel is working outside its normal area of operations, and the calendar days need not be consecutive but will be calculated and pro-rated for each day an employee is assigned aboard a vessel on such extended operations.

c. Shore leave will be accrued by employees of the MEBA bargaining unit 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.

d. 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.

DREDGE	MANAGING DISTRICT	NORMAL AREA OF OPERATIONS
Essayons	Portland	Haceta Head, OR north to Copalis Head, WA
Yaquina		
Schweizer	Wilmington	From Currituck, NC Light south to
Merritt		Charleston, SC
Fry		

e. The normal area of operations 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:

DREDGE	HOME PORT/MANAGING DISTRICT
McFarland	Philadelphia, PA
Wheeler	New Orleans, LA
Essayons	Portland, OR
Yaquina	
Schweiser	Wilmington, NC
Merritt	
Fry	

ARTICLE 18

LIVING CONDITIONS (Hopper Dredges)

Section 1. Each licensed marine engineer shall be furnished quarters that are clean, lighted, equipped with fresh running water and temperature controlled so as to be comfortable. Under normal operation conditions, each engineer shall be assigned an individual staterooms, except during crew overlap days and in such cases where deployment of the vessel makes private rooms impracticable.

Section 2. Clean linen shall be supplied to employees on a weekly basis.

Section 3. Standards for employee quarters shall include all 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. Requests for and property accountability for such amenities shall be the responsibility of the Chief Engineer.

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 receive daily and weekly steward service upon request.

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

Section 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 19

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.

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 20

QUARTERS AND SUBSISTENCE ALLOWANCES

Licensed Marine Engineers on vessels with no live-on messing facilities and away from the home port 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 21

ALLOWANCES

Section 1. In accordance with 5 U.S.C. 5947, an allowance (which shall be equal to current local per diem rates for the area), will be paid to employees who are otherwise in a duty status when:

(a) quarters are not available aboard the vessel and are not otherwise provided.

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

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

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.

ARTICLE 22

TRAVEL AND PER DIEM

When determined to be appropriate, employees will be provided with travel orders which will enable the employee to be reimbursed for the costs associated with traveling for official purposes in accordance with the Department of Defense Joint Travel Regulations. Employees may be provided with money in advance of travel, in accordance with appropriate regulations. Travel advances will be 80% of estimated expenses.

ARTICLE 23

SAFETY

Section 1. The Employer recognizes its responsibility to assure it complies with U.S. Army Corps of Engineers Regulations and Requirements for Safety and Health (EM 385-1-1) and all applicable provisions and requirements of the Occupational Safety and Health Act, Executive Order 12196, U.S. Department of Labor Regulations, and DoD Occupational Safety and Health Program directives.

Section 2. With regard to noise aboard vessels, the Employer agrees to comply with all pertinent Federal regulations pertaining thereto, including monitoring and ear protection programs.

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

Section 5. The Employer shall provide, and employees shall use, appropriate protective clothing and equipment when working in a hazardous environment.

ARTICLE 24

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, 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 at a training facility approved by the Employer. The Employer will pay 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 Calhoon 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.

ARTICLE 25

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 26

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 27

DATA LOGGERS

The Association and the Employer agree that the recording of key parameters of major engine room equipment by use of data loggers is both desirable and essential to the interests of both parties. To this end, the employer agrees to install and maintain such data loggers as are determined by the Employer, in consultation with the Chief Engineer, to contribute to the efficiency of operations.

ARTICLE 28

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. Where an employee has right to respond orally 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. The Employer agrees to initiate actions in a timely manner.

ARTICLE 29

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.

The Employer will assist the Association in its efforts to obtain, as an option to its members, coverage under the District I, MEBA Pension Plan.

ARTICLE 30

WHISTLEBLOWER PROTECTION

Section 1. 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 2. Employees who expose violations of law and mismanagement as set forth in sections (a) and (b) above may be publicly commended and may be eligible for cash award bonuses and other performance awards.

ARTICLE 31

SMOKING POLICY

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

ARTICLE 32

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 policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time the agreement was approved.

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

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

ARTICLE 33

PERSONNEL REGULATIONS

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

ARTICLE 34

APPROPRIATE MATTERS

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 employees within the meaning of Title 7, Civil Service Reform Act of 1978, 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.

ARTICLE 35

EFFECT OF AGREEMENT

Section 1. It is the understanding of the parties that upon approval by the Department of the Army, the provisions of this agreement are binding upon the

parties and supersede any Corps of Engineers or agency regulation in effect at the time of such approval or subsequently promulgated.

Section 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.

ARTICLE 36

RESOLUTION OF LOCAL ISSUES

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.

ARTICLE 37

NEGOTIATIONS

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

ARTICLE 38

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 1 - PCD, 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.

ARTICLE 39

SET ASIDE ISSUES

Section 1. The parties, unable to reach agreement on the following issues, agree to reexamine their respective positions prior to resuming negotiations:

a. Transportation

b. Overseas Deployment

c. Hazardous Duty Pay

d. Drug Abuse Testing Program

e. Physical Examinations

Section 2. The parties agree to meet not later than 90 calendar days after the effective date of this agreement for the purpose of negotiating the above issues. Negotiations regarding Hazardous Duty Pay shall be limited to Hopper and Sidecasting Dredges. Negotiations pertaining to the application of Hazardous Duty Pay as it pertains to the remaining categories of floating plant shall commence not later than 180 days after the effective date of this agreement.

Section 3. The provisions of previously agreed upon ground rules shall govern these deliberations.

ARTICLE 40

EFFECTIVE DATE AND DURATION

Section 1. This agreement shall become effective 30 calendar days following the date approved by the Department of the Army, provided the agreement has been executed by the Association, and will remain in effect for thirty (30) months from that effective date. Thereafter, this agreement shall remain in effect from year to year unless either party shall notify the other in writing no more than 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 Association 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 appplicable laws or regulations. If this agreement is opened for amendment the following shall apply:

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

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

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

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

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

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

FOR THE U.S. ARMY
CORPS OF ENGINEERS

E. R. HEIBERG III
Lieutenant General, USA
Commanding

DATE January 16, 1987

C. V. SZENAS
Chief Negotiator

DATE January 16, 1987

FOR THE MARINE ENGINEERS
BENEFICIAL ASSOCIATION

C. E. DE FRIES
President

DATE January 16, 1987

JULIAN P. WALTERS
Chief Negotiator

DATE January 16, 1987

Pursuant to Title VII, Civil Service Reform Act of 1978, this agreement has been reviewed and found to comply with the provisions of Chapter 71 of Title 5, United States Code.

APPROVED UNDER THE AUTHORITY DELEGATED BY THE SECRETARY OF THE ARMY

DATE February 2, 1987

RAYMOND J. SUMSER
Director of Civilian Personnel

DISTRICT NO. 1-PCD,
MEBA HEADQUARTERS

WASHINGTON
Suite 800
444 North Capitol Street
Washington, D.C. 20001
C.E. DeFries, President
Mario C. White, Secretary-Treasurer
(202) 347-8585

SAN FRANCISCO
340 Fremont Street
San Francisco, CA 94105
C.E. Dodson, Exec. Vice Pres.
(415) 421-9620

NEW YORK
30 Montgomery Street
Jersey City, NJ 07302
R.F. Schamann, Atl. Coast Vice Pres.
(201) 433-7700

NEW ORLEANS
811 Carondelet Street
New Orleans, LA 70130
A.P. Sasso, Gulf Coast Vice Pres.
(504) 523-1884

BRANCHES AND PORTS

BALTIMORE
7 Light Street
2nd Floor
Baltimore, MD 21202
D.K. Masingo, Agent
(301) 685-5353

BOSTON
10 High Street
Boston, MA 02109
Paul Pitman, Representative
(617) 426-3583 or 3584

CHARLESTON
4706-A Spruill Avenue
North Charleston, SC 29406
R. Hill, Representative
(803) 554-0428

CORPUS CHRISTI
715 Oak Park Avenue
Room B-3
Corpus Christi, TX 78408
Martin F. Poulsen, Representative
(512) 887-2929

FT. LAUDERDALE
305 South Andrews Avenue
Fort Lauderdale, FL 33301
Walter Browne, Representative
(305) 763-1111

HONOLULU
707 Alakea Street
Honolulu, HI 96813
Thomas Park, Representative
(808) 533-1910

HOUSTON
314-316 Broadway
P.O. Box 5216
Houston, TX 77012
C.W. Daulley, Agent
(713) 923-9424

JACKSONVILLE
121 E. 8th Street
Room 3
P.O. Box 3213
Jacksonville, FL 32206
Woodrow Thompson, Representative
(904) 356-3163

MOBILE
951 Government Street
Room 425
Mobile, AL 36604
Milton Boatright, Representative
(205) 433-3759

NEW ORLEANS
811 Carondelet Street
New Orleans, LA 70130
A.P. Sasso, Agent
(504) 523-1884

NEW YORK
30 Montgomery Street
Jersey City, NJ 07302
R.F Schamann, Agent
(201) 433-7700

NORFOLK
1058 W. 40th Street
Norfolk, VA 23508
John Delullo, Representative
(804) 489-8985

PANAMA CANAL
P.O. Box 1826
APO Miami, FL 34002
D.L. Lipman, Representative
Panama (507) 52-5934

PHILADELPHIA
430 N. 4th Street
Philadelphia, PA 19123
(215) 925-3939

PORT ARTHUR
2124 Memorial Boulevard
Port Arthur, TX 77640
Julian Huffy, Representative
(409) 985-7291

PORTLAND
421 S.W. Fifth Avenue
Room 401
Portland OR 97204
(503) 228-2009
W.M. Fast, Representative
(503) 228-1492

SAVANNAH
2351 Shirley Drive
Savannah, GA 31404
Joseph O. Ramsey, Representative
(912) 355-3209

SAN FRANCISCO
340 Fremont Street
San Francisco, CA 94105
C.E. Dodson, Agent
Offices (415) 421-9620
Dispatcher (415) 362-8510

SEATTLE
111 2nd Avenue North
Seattle, WA 98109
Karl M. Landgrebe, Agent
(206) 441-6322

TAMPA
906 South 22nd Street
Tampa, FL 33605
David J. O'Dell, Representative
(813) 247-7223

WILMINGTON, CALIFORNIA
421 N. Marine Avenue
Wilmington, CA 90744
or P.O. Box 846
Wilmington, CA 90748
Ted Kedzierski, Agent
Offices (213) 830-8221
Dospatcher (213) 834-3461

WILMINGTON, NC
1812 Princess Street
Wilmington, NC 28405
William L. Seale, Representative
(919) 763-4110