

**AGREEMENT BETWEEN**  
**DEPARTMENT OF TRANSPORTATION**  
**MARITIME ADMINISTRATION**  
**DIVISION OF PACIFIC OPERATIONS**  
**SUISUN BAY RESERVE FLEET**

**and**

**SEAFARERS INTERNATIONAL UNION, AGLIWD,  
AFL-CIO**  
**GOVERNMENT SERVICES DIVISION**

*March 15, 2017*

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## **ARTICLE I**

### **PARTIES TO THE AGREEMENT**

This agreement is made and entered into by and between the Suisun Bay Reserve Fleet , Maritime Administration, Department of Transportation, hereinafter referred to as "the Agency, MARAD or SBRF," and the Seafarers International Union, AGLIWD , Government Service Division, hereinafter referred to as the "Union or SIU". This Agreement and such supplementary agreements as may be agreed to by the parties, together constitute the collective bargaining agreement between the Agency and the Union.

## **ARTICLE II**

### **RECOGNITION AND UNIT**

Section 1. The Agency recognizes the Union as the exclusive representative of all bargaining unit employees, as defined in Section 2 below.

Section 2. The unit to which this agreement applies is composed of all non-supervisory Wage Grade employees of the SBRF. Excluded employees are supervisory, managerial, confidential, guards, employees engaged in federal personnel work in other than purely clerical capacities and employees temporarily promoted to supervisory positions for the duration of the temporary promotion, and administrative staff. Also excluded are part-time intermittent and seasonal employees and temporary employees serving on appointment with time limits.

## **ARTICLE III**

### **LAWS AND REGULATIONS**

Section 1. It is agreed and understood by MARAD and the Union that in the administration of all matters covered by this Agreement, the parties are governed by existing or future laws and government-wide regulations of appropriate authorities, including policies set forth in agency policies and regulations in existence at the time the Agreement is approved.

Section 2. Nothing in this Agreement shall be considered binding which is in conflict with the Privacy Act or the Freedom of Information Act.

Section 3. In prescribing regulations relating to personnel policies, practices or general working conditions, the Agency shall give due regard to the obligations imposed by the Civil Service Reform Act of 1978 (the Act), this Agreement, and applicable rules and regulations.

## ARTICLE IV

### RIGHTS AND OBLIGATIONS OF EMPLOYEES

Section 1. Each employee in the unit 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, reprisal or coercion on the part of either the Agency or the Union. Each employee shall be protected in the exercise of such right, except as otherwise provided in this Agreement and/or Act. The freedom of employees to assist the Union includes acting for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to appropriate authorities.

Section 2. Each employee in the unit has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials, without the intervention of the Union, in accordance with applicable laws, rules, regulations, or established policies, and to choose his or her own representative in an appeal action. Each employee may represent himself or herself in a grievance action, or be represented by the Union.

Section 3. Nothing in this agreement shall require an employee to become or remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

Section 4. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests Union representation.

## ARTICLE V

### AGENCY RIGHTS

Section 1. Subject to Section 2 of this Article, The Agency retains the right

- (a) to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and,
- (b) In accordance with applicable laws
  - (1) to hire, assign, direct, layoff, and retain employee in the agency or to suspend, remove, reduce in grade or pay, or take disciplinary action against such employees;
  - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

- (3) with respect to filling positions, to make selections for appointment from
  - (a) among properly ranked and certified candidates for promotion;  
and,
  - (b) any other appropriate source.
- (4) to take whatever actions may be necessary to carry out the agency mission during emergencies.

Section 2. Nothing in this Article shall preclude the agency and the labor organization from negotiating

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

## **ARTICLE VI**

### **RIGHTS AND OBLIGATIONS OF THE UNION**

Section 1. The Union is responsible for representing the interest of all employees in the unit without discrimination and without regard to labor organization membership, and is entitled to act for, and negotiate collective bargaining agreements covering all employees in the unit.

Section 2. The Union shall be given the opportunity to be represented at formal discussions between the Agency and employees in the unit concerning any grievance or any personnel policy or practice or other general condition of employment.

## **ARTICLE VII**

### **UNION REPRESENTATION**

Section 1. Upon written notification by the Union, SBRF will recognize representatives of the Union. The number of representatives in the unit shall be limited to one for each one hundred (100) Unit members at Suisun Bay. The Union may designate an alternate

representative to handle union business during the primary representative's absence. The Union shall furnish to the Fleet Superintendent a list of such representatives.

In order to maintain government efficiency, the Union will ensure that any and all representatives are fully trained in government policies, procedures and provisions of this agreement before designating them as representatives. MARAD agrees to provide 40 hours of excused absence for new appointed union representatives during their first year of appointment. Any additional union sponsored training will be undertaken on the union representative's own time (annual leave or leave without pay, if during duty hours). It is incumbent upon the Union to initiate such training. Training in subsequent years for the union representative will be covered under Article XIII, Section 4.

Section 2. A representative designated as eligible under the provisions of Section 1 will be allowed a reasonable amount of official time to perform the following representational duties:

- prepare and present grievances when designated as an employee's representative;
- prepare and present replies to proposed adverse actions when designated as an employee's representative;
- prepare for and represent the Union at arbitration hearings;
- prepare for and serve as the employee's representative at MSPB or other statutory appeal procedure hearings;
- represent the Union at formal discussions and Labor-Management meetings

Preparation time for representational duties will not normally exceed three (3) hours.

Section 3. Union representatives must request official time from their supervisor prior to leaving their job. Such requests will be made well in advance, but normally no later than at least one day before the intended absence. They shall inform their supervisors of their destination, general nature of business, and the estimated length of time that they will be away from the job. In the absence of workload demand, the supervisor will normally grant the request. Upon conclusion of their business, representatives shall promptly report back to their jobs and shall advise their supervisor of their return and of the amount and period of official time used.

Section 4. In the interest of efficient conduct of government business and the economical use of government time, and in order to draw a reasonable distinction between official and non-official activities, those activities, concerned with organizing efforts and the internal management of the Union, including but not limited to the solicitation of membership, collection of dues or other assessments, circulation of authorizing cards or petitions, solicitation

of signatures on dues withholding authorization, campaigning for Union office, and the distribution of literature may be conducted only during the non-work time of the employees involved.

Similarly, when the Union schedules membership meetings, internal elections, workshops on negotiating skills or techniques, local, state or national conventions or similar events wholly or partially within the scheduled working hours of employees, any employees attending or participating in such events shall do so in an annual leave or leave without pay status.

## **ARTICLE VIII**

### **UNION-EMPLOYER ACTIVITY**

Section 1. There shall be established a Labor/Management Committee at the local level which will consist of the Union representative/alternate and the Fleet Superintendent or other SBRF representative. This committee will meet monthly for the discussion of local problems and the improvement of communications. Such meeting shall be conducted on official time.

Section 2. It shall be the normal practice under this agreement to initially consider and, if possible, settle each matter of disagreement between the Agency and the Union at the point nearest to its origin and at the lowest level of Management where there is authority for higher decision. Matters will not ordinarily be considered at higher levels until every effort has been made to reach agreement at the lowest level where there is authority to resolve the issue.

## **ARTICLE IX**

### **HOURS OF WORK**

Section 1.

- The administrative work week is a period of seven (7) calendar days, Sunday through Saturday, within which the basic work week is scheduled.
- The Reserve Fleet incorporates a compressed work schedule which allows employees to work a 10-hour work day, four days per week, thereby resulting in a 3-day weekend.
- The designated day off each week will be Monday or Friday. SBRF retains the right to determine which day the employee will be off in accordance with their 10-hour compressed work schedule.
- This compressed work schedule excludes Small Craft Operator positions assigned to waterborne security patrol.

- If an employee wishes to substitute their day off with another day off that week, they must notify their supervisor in writing one week prior to the request. SBRF retains the authority to approve or disapprove this request.
- Under this compressed work schedule the employee is required to work a specific non-flexible work schedule. The hours of work will be 7:00 a.m. to 5:30 p.m. Pacific Time. This will include their scheduled ½ hour lunch period and two 15 minute breaks per day. The time of these breaks and lunch period remain unchanged.
- All bargaining unit employees will be required to work this 10-hour a day schedule. Exceptions to this work requirement will be made by the Fleet Superintendent on a case by case basis.

Section 2. The employer will have established work shifts. The employer has the right to continue presently established work shifts and to establish new work shifts. The Union will be notified as far in advance as possible (but not less than three workdays notice) of the establishment of new work shifts and an opportunity to bargain about the work shift revisions.

Section 3. Working Through Lunch (WTL).

The observed lunch period for SBRF employees within the Fleet is between 1100 and 1130 daily.

The observed lunch period for the Administrative Office is an exception to this policy because of the need to ensure that the office is sufficiently staffed during this time to handle routine business.

There will be infrequent occurrences where employees will be required to work through their lunch period. These occurrences include, but are not limited to, ship moves, ship arrivals or departures, mooring operations, fueling operations, and emergencies.

Normally, during the above evolutions, employees will be provided time for lunch between 1100 and 1130. However, there will be times when this lunch break cannot be accommodated because of the need to continue with the operation at hand. In such instances, a lunch break will be provided no earlier than 1000 and no later than 1300. If a lunch break cannot be accommodated between these times, affected employees will be paid overtime for working through lunch (one-half hour).

Whenever possible, SBRF will notify all affected employees that the regular lunch period cannot be accommodated as soon as it is aware of an operation that will affect lunch breaks. However, there will be times that prior notification is not possible.

In order to be paid WTL, employees must have been working directly with an evolution that required them to work through their lunch period.

Supervisors overseeing work that requires employees to work through lunch are responsible for reporting WTL and recording it on their timesheets.

Section 4. The employer will provide reasonable time for employees, consistent with the nature of work performed, to clean government property, equipment and tools.

## **ARTICLE X**

### **OVERTIME**

Section 1. Instances of overtime shall be distributed equitably in alphabetical order to the extent practicable among qualified employees with a particular skill, job title, and grade within an assigned work area. Employees will be notified of scheduled anticipated overtime assignments as far in advance as practicable, usually two days prior to the day the overtime is to be worked.

Employees in a non-duty status on the date that overtime assignments are made need not be considered for overtime if such consideration would interfere with the scheduling of overtime.

Section 2. The Union recognizes the right of MARAD to require employees to work overtime. SBRF will, however, consider employee's requests to be relieved of overtime assignments. Employees relieved of an overtime assignment shall be considered to have worked overtime for the purpose of determining equitable distribution. The employer retains the right to order employees with a particular skill or level of skill to work overtime without regard to other provisions in this Article.

The employer retains the right to bypass those employees on the alphabetical roster for overtime who have the following documented problems:

- (a) Leave abuse (formally placed on leave restrictions);
- (b) Documented performance problems;
- (c) Conduct problems (documented by reprimands, etc. which are less than one (1) year old).

Section 3. When employees are called back on duty on an unscheduled overtime basis outside of and unconnected with their work hours, they shall receive a minimum of two (2) hours overtime compensation. Employees who are more readily available may be contacted first for unscheduled overtime assignments.

Section 4. Employees who are covered by the provisions of the Fair Labor Standards Act will be paid overtime in accordance with that law or Title 5 of the United States Code, whichever provides the greater benefit.

Section 5. The Union's representational function will not be performed while any employee involved is working overtime, unless specifically authorized by MARAD.

## **ARTICLE XI**

### **ANNUAL LEAVE**

Section 1. The employee shall earn and be granted annual leave in accordance with applicable regulations.

Section 2. The Agency agrees to continue to grant annual leave to employees for the purpose of rest, relaxation, recreation, or other justifiable reasons consistent with workload requirements. Annual leave other than provided in Section 6 will be requested at least five workdays in advance. Approval of requests for annual leave for unforeseen emergency reasons will be considered as circumstances warrant. Failure to follow proper procedures for requesting leave may result in the denial of leave.

Should it be determined that an employee is accumulating an abusive amount of unscheduled annual leave, that employee may be placed on leave restrictions. This requirement shall not be invoked without first advising the employee of his or her questionable annual leave record and giving the employee the opportunity to improve. If there is no improvement, the employee will be advised in writing that all future requests for unscheduled annual leave must be adequately substantiated to the satisfaction of SBRF. This requirement will be periodically reviewed with the employee, at least once in each ninety (90) calendar day period, and a determination will be made by the Agency as to whether this requirement is to continue. It will be the employee's responsibility to notify the supervisor within (10) days prior to the end of the ninety (90) calendar day period. Should a determination be made that the employee's annual leave record has sufficiently improved, the employee will be so notified in writing that the restrictions are removed.

Section 3. An employee will not normally be called back from leave by SBRF unless no other additional qualified unit employee of that organizational element is available to perform the required duties.

Section 4. An employee unable to report for duty because of a personal emergency must request annual leave by notifying his/her supervisor no later than one hour after the start of his/her regularly scheduled work shift. The employee may be granted annual leave conditional upon appropriate substantiation of the personal emergency, if required.

Section 5. An annual leave vacation schedule for period of one or more weeks will normally be scheduled on a yearly basis. Employees will be provided the opportunity to submit their

requests for vacation leave to their supervisors by March 1. Supervisors shall establish a leave schedule by April 1 providing each employee with their first choice where workload and mission requirements permit.

A conflict in vacation leave scheduling among employees will be resolved in favor the most senior employee using the current EOD date at the Reserve Fleet. Upon an employee's request, the supervisor may change the schedule providing it will not affect the choice of another employee unless such employee agrees to a change. When a supervisor finds it necessary to cancel previously scheduled leave, the reasons will be provided to the affected employee as far in advance of the anticipated vacation leave as possible.

Section 6. It is agreed that when an employee requests annual leave on his/her birthday, the request shall normally be approved provided that the leave is requested one week in advance and the granting of such leave does not affect the operating efficiency of the organizational element involved.

## **ARTICLE XII**

### **SICK LEAVE**

Section 1. Employees shall accrue sick leave in accordance with applicable laws and regulations. The Union joins the Agency in recognizing the value of sick leave and agrees to encourage employees to conserve such leave so it will be available to them in case of extended illness.

Section 2. Sick leave, if accrued, shall be granted to employees when they are incapacitated for the performance of their duties by illness or injury. Sick leave may be requested by employees for personal medical needs, to provide care for a family member, to make arrangements for and attend the funeral of a family member, to care for a family member with a serious health condition, and for adoption-related purposes or other circumstances as set forth in applicable DOT/MARAD instructions, law and regulations.

Section 3. Employees (or a designated person on his/her behalf, if an employee is incapacitated), are responsible for notifying their immediate supervisors or the supervisor's designated representative when they are prevented from reporting for work because of an incapacitating illness or injury. Such requests for sick leave shall be made as soon as practicable, but not later than one hour subsequent to the start of the employee's regular reporting time on each workday of such absence, unless mitigating circumstances exist.

Section 4: Employees normally shall be required to furnish a medical certificate to substantiate requests for sick leave only if such leave exceeds three (3) consecutive workdays. However, employees suspected of abusing sick leave may be required to submit a medical certificate in substantiation of each absence due to claimed illness or incapacitation regardless

of duration. This requirement will not be invoked without first advising the employee of his or her questionable sick leave record and giving the employee the opportunity to improve. If there is no improvement, the employee will be advised in writing that all future requests for sick leave must be supported by a medical certificate. This requirement will be periodically reviewed with the employee, at least once in each ninety (90) calendar period, and a determination will be made by the Agency as to whether this requirement is to continue. It will be the employee's responsibility to notify the supervisor ten (10) workdays prior to the end of the ninety (90) calendar day period. Should a determination be made that the employee's sick leave record has improved to the extent that a medical certificate is no longer required for absences of less than three (3) workdays duration, the employee will be notified in writing.

Section 5. Employees desiring medical, dental, or optical examinations or treatments should attempt to schedule such appointments after work hours or on non-workdays. Where this is impractical, requests for sick leave to cover such an examination or treatment shall be submitted as far in advance as possible and shall specify the date and time of the appointment.

Section 6. An acceptable medical certification will be one which states that the employee was incapacitated for work and date(s) of incapacitation. This information will generally be considered sufficient for medical certification purposes. Employees will not be required to reveal the nature of the illness as a condition for approval of sick leave.

Section 7. Documents regarding employee absence for sick leave purposes are highly sensitive documents. The Agency will ensure these documents are maintained in a secure and confidential manner.

### **ARTICLE XIII**

#### **EXCUSED ABSENCES**

Section 1. Unit employees, at the discretion of The Agency will be excused from duty to donate blood. If a unit employee is accepted as a blood donor and in fact donates blood, he/she normally will be excused from work for a period not to exceed four hours, such time to count from the time the employee left his/her place of work.

Section 2. An employee subpoenaed for jury duty or as a witness at court on behalf of the government shall promptly notify his/her supervisor and provide a copy of the subpoena. Excused absence for these purposes shall be granted in accordance with regulations. If an employee is excused from jury duty for periods of less than one-half day then the employee shall report back to work for the hours remaining in the workday. Upon completion of service, an employee shall present to his/her supervisor satisfactory evidence of time served as a juror or witness.

Section 3. When it has been determined by The Agency that normal activities during duty hours will be curtailed because of emergency situations, non-essential employees will be

administratively excused without charge to leave or loss of pay. Employees will be advised of such curtailment as soon as practicable. An emergency situation is defined as a condition which develops from natural occurrences (i.e., unusually extreme weather, earthquakes, etc.), or situations resulting from unusually disruptive conditions (i.e., massive power failures, serious disruption to transportation, etc.).

Section 4. SBRF agrees to allow Union Representatives to attend meetings and seminars sponsored by the Union. MARAD reserves the right to determine the number of Union representatives it will permit to attend. Normally no more than eight (8) hours per year will be allowed for such activity. The Union will give the Fleet Superintendent at least thirty days advance notice for each such absence and provide an explanation of how the seminar or training session will benefit the organization.

Section 5. In accordance with applicable laws and regulations, the Agency recognizes that leave without pay for extended periods of time may be authorized when such authorization would be clearly in the Government's interest. Employees on approved leave without pay status shall accrue the rights and privileges, including retirement benefits and coverage under Group Life Insurance and Federal Employees Health Benefits Program, in accordance with applicable laws and regulations.

Section 6. The Agency shall recognize the bumping and retreat rights of an employee on approved leave of absence in situations where the employee is affected by reduction-in-force during his/her leave of absence.

## **ARTICLE XIV**

### **LEAVE WITHOUT PAY**

Section 1. Leave without pay (LWOP) is a temporary, non-pay status and absence from duty. All employees are eligible for LWOP regardless of length of service or whether they have annual leave to their credit. Requests to use LWOP are made in the same manner as are requests for annual leave and sick leave.

Section 2. LWOP will be granted at the discretion of the Agency. Requests for LWOP will be given serious, bona fide consideration. The Agency will not abuse its discretion when considering LWOP requests or arbitrarily deny such requests.

Section 3. Employees will not be required to exhaust their annual leave prior to use of LWOP.

Section 4. Before approving leave without pay, the Agency should expect the employee to return to duty and at least one (1) of the following benefits will result:

- increased job ability;
- protection or improvement of employee's health;
- retention of a desirable employee; or
- furtherance of a program of interest to the Government.

Section 5. Employees have a responsibility to become aware of the impact that periods of LWOP may have on their benefits and credible service. Employees who are requesting or are on periods of LWOP should contact the Human Resources Office for information specific to their situation.

## **ARTICLE XV**

### **POSITION CLASSIFICATION**

Section 1. Employees shall receive a copy of their job description when they are initially appointed and shall be advised when changes to their job description occur. MARAD will encourage timely classification of position descriptions.

Section 2. If an employee questions the accuracy of his/her position classification, the matter shall be discussed with the Personnel Representative who will provide an opinion on the proper classification of the position. If an employee is not satisfied and continues to believe that his/her position is incorrectly classified, the employee may file an appeal in accordance with the procedures contained in appropriate regulations.

Section 3. It is agreed and understood that it is the right and responsibility of MARAD to determine job content, the skill required, and the assignment of duties.

## **ARTICLE XVI**

### **PROMOTIONS**

Section 1. The Agency and the Union agree that all promotion actions shall be in accordance with the provisions of the Agency Merit Assignment Program as stated in Maritime Administration Order 730-335.

Section 2. MARAD agrees that each vacancy for non-supervisory wage system positions will be announced internally under the Merit Assignment Program for consideration of Maritime Administration employees of the Suisun Bay Reserve Fleet.

Section 3. All applicants for job vacancies with the unit will be notified as to whether they were qualified or of the reasons they were found not qualified, and whether they were

selected; or, if not selected, the name of the selected candidate. Upon request of the employee, any unsuccessful candidate will be informed of the reason for non-selection and the ways to improve their chances for promotion.

## **ARTICLE XVII**

### **DETAILS AND TEMPORARY PROMOTIONS**

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period, with the employee returning to his/her regular duties at the end of the detail.

Section 2. Details to higher grade positions will not be given repeatedly to one employee to the exclusion of other employees deemed able by SBRF to perform the work.

Section 3. Upon completion of more than 40 consecutive hours on a detail, such performance shall be made a matter of record with the Marad Office of Human Resources.

Section 4. An employee who is detailed to a higher graded position in the unit shall be temporarily promoted if the detail exceeds 60 calendar days and if the employee is qualified for such a promotion.

## **ARTICLE XVIII**

### **PERFORMANCE AND AWARDS**

Section 1. Employees will be given performance ratings in accordance with applicable regulations. An employee who is dissatisfied with his/her rating may file a grievance.

Section 2. Awards for performance will be administered in accordance with applicable laws and regulations.

Section 3. Upon request, an employee will be shown his/her supervisory evaluation as used in the promotion process. The employee may provide written comment concerning the appraisal.

Section 4. The parties recognize the benefits which can be achieved through an active Suggestion Program and will encourage employees to submit constructive suggestions. Awards for and recognition of adopted suggestions will be in accordance with appropriate regulations. Employees are encouraged to discuss their ideas with their supervisors and may seek a supervisor's assistance in the preparation of a suggestion submission.

## **ARTICLE XIX**

### **DISCIPLINE AND ADVERSE ACTION**

Section 1. The Union and Agency agree to encourage employees to adhere to rules, regulations and agency policies, to conduct themselves in a manner which will promote a safe work environment and the efficiency of the service.

Section 2. The Agency and the Union recognize that employees are subject to adverse/disciplinary action. Employees will be advised of the reasons for adverse/disciplinary action in writing and may be represented in a grievance or appeal action in accordance with, the collective bargaining agreement, appropriate laws and regulations.

Section 3. The Agency will comply with the applicable regulatory provisions of the Office of Personnel Management, Maritime Administration and Department of Transportation issuances when taking an adverse action. Adverse/Disciplinary actions will be processed in a timely manner.

Section 4. It is recognized that all employees are expected to pay promptly all just financial obligations, and the Union agrees to urge all unit members to do so. A just financial obligation is an obligation which the employee acknowledges as not subject to dispute or which has been reduced to a judgment by a court of competent jurisdiction. It is further recognized that failure to pay just debts may raise ethical concerns and therefore may be a factor in the imposition of adverse/disciplinary actions up to and including removal.

Section 5. The Agency agrees to furnish the Union a copy of all decisions on disciplinary/adverse actions, where the employee elects to be represented by the Union.

## **ARTICLE XX**

### **REDUCTION-IN-FORCE**

Section 1. MARAD agrees to meet and advise the Union on the impact of pending reduction-in-force actions which would adversely affect unit employees.

Section 2. In the event of a reduction-in-force, existing vacancies within the unit considered necessary to be filled by MARAD will be utilized to the maximum extent possible to place in continuing positions qualified employees who otherwise would be adversely affected by the reduction-in-force. Both parties agree that the Agency will follow appropriate laws, rules, regulations and guidance with regard to reductions in force. .

Section 3. Any career or career-conditional employee who is separated because of reduction-in-force will be placed on the Priority Placement Program List in accordance with applicable rules and regulations, and such employees will be given preference for rehiring in

temporary and permanent positions for which qualified. It is understood that acceptance of a temporary appointment will not alter the employee's right under governing regulations to be offered permanent employment.

Section 4. A unit employee who has been involuntarily demoted for other than personal cause, is entitled to consideration for re-promotion in advance of any other efforts to identify or select candidates in accordance with MAO-730-310.

## **ARTICLE XXI**

### **CONTRACTING OUT**

Section 1. The Union will be notified of A-76 studies conducted by MARAD to determine the contracting out of Fleet work functions if they have an adverse impact on unit employees. The Agency will inform the Union at least 30 days in advance of contracting decisions involving unit employees.

Section 2. The Agency agrees to carefully consider the views and recommendations of the Union regarding the A-76 contracting out of unit work functions which may have an adverse impact on unit employees.

Section 3. If a study is made by the Fleet pursuant to direction, or by regulation for transmittal to higher headquarters on A-76 contracting out of work functions which would adversely affect unit employees, the written views and recommendations of the Union will accompany the study, if such are provided by the Union in a timely manner.

Section 4. At the earliest practicable date, the Union will be notified of the contracting out decision.

## **ARTICLE XXII**

### **SAFETY AND HEALTH**

Section 1. MARAD and the Union agree that the individual employee has the primary responsibility for his/her health and safety. The Union and SBRF will encourage employees to observe safety rules and procedures and to utilize available protective devices.

Section 2. SBRF shall continue to provide and maintain safe working conditions. Unsafe work conditions shall be reported to an employee's immediate supervisor or a member of the Safety Council.

Section 3. The Safety Council shall investigate reports of unsafe working conditions in accordance with existing Maritime Administration regulations. The minutes of Council meetings

shall be recorded and filed with the Fleet Safety Officer. Individual grievances shall not be the subject of Council meetings. The Union may have a representative on the safety committee.

Section 4. Employees may voluntarily participate in blood donor and immunization programs that are arranged by the Agency. Leave granted for such purposes will be administered according to established practices.

Section 5. Phone numbers of emergency medical service shall be posted in the Administrative Office. In the event an employee's illness or injury requires him/her to leave the work site, SBRF will assist the employee in securing transportation.

Section 6. Protective devices, when determined by MARAD to be necessary and required in the performance of official duties shall be furnished by SBRF and used by the employees. The Union shall encourage employees to properly use, safeguard, and maintain such devices when provided.

Section 7. Area and personnel air sampling shall be collected on a quarterly basis. The sampling will be conducted at times and in places when routine work is being performed. The air samples shall be analyzed using the phase contrast method to determine the level, if any, of airborne asbestos fiber concentration. The Union will be advised of area monitoring sampling results.

Section 8. Employees shall be allowed to participate in the asbestos medical surveillance program.

Section 9. When an employee is injured in the performance of his duties, s/he should report the injury to his supervisor as soon as practicable on the date of the injury. SBRF will provide the injured employee with required forms, if the employee is able to complete these documents, including the Suisun Bay Reserve Fleet Supervisor's Accident Report, the Department of Labor, OWCP Form CA1 and CA 16. If available, the employee will be assisted in obtaining appropriate OWCP benefits by a servicing Worker's Compensation advisor.

If their supervisor is not available, they must notify another supervisor or the Deputy Fleet Superintendent as soon as possible. If the employee is determined to be unfit, the injured employee must notify his/her supervisor regarding their condition and when they might be able to return to work. When returning to work, an injured employee shall provide his/her supervisor with suitable documentation from his/her physician, specifying the limitations and restrictions imposed by the injury, if any. Such documentation shall be submitted within 10 calendar days of the date of the injury.

In many cases, light duty is available for injured employees with restrictions and if offered, this work, the employee must accept the light duty assignments offered in accordance with applicable laws and regulations.

Section 10. Employees injured on the job may be required to submit to their supervisors, a duty status report from their physician, every two weeks.

Section 11. The Union and Agency shall have as a goal early identification and motivation in rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance and/or conduct. Both parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee for professional screening and diagnosis. Failure to correct a performance or conduct problem may cause the employee to be subject to the existing disciplinary and adverse action procedures. Employees will be authorized leave, as appropriate, in accordance with existing rules and regulations to obtain treatment and rehabilitation. All discussions, counseling sessions, and records in connection with this program are confidential. The employee's job security or promotional opportunities will not be jeopardized solely by his/her request for assistance.

## **ARTICLE XXIII**

### **TRAINING**

Section 1. MARAD and the Union recognize that appropriate training and development of employees are essential to efficient operation. The choice of subject matter, areas for training, and, assignment of training priorities is a function of MARAD as is the responsibility for encouraging learning, providing on-the-job training and off-the-job assistance, to develop skills and stimulate and encourage employees' efforts at self-development without discrimination. Both MARAD and the Union agree to actively provide encouragement and to provide whatever material available to them to the employees on related trade schools and junior college or university courses that would enhance their education/skills for advancement.

Section 2. Whenever possible, taking into consideration workload and the availability of fully qualified personnel in the workforce, MARAD agrees to provide training opportunities to all interested unit employees who show potential for learning higher graded skills where there may be a need in the SBRF. These training opportunities would be made under the appropriate procedures covered by the Merit Assignment Program.

## **ARTICLE XXIV**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Section 1. The parties recognize their responsibility in promoting equal employment opportunities for all persons; in prohibiting illegal discrimination based on race, color, religion, sex, national origin, age, handicapping condition, marital status, sexual orientation or political affiliation. The Agency strives to promote the realization of equal employment opportunity through a continuing affirmative action program.

Section 2. Unit employees who feel they have been discriminated against have the right to discuss their complaints with the Equal Employment Opportunity Counselor. Employees may file a formal complaint in accordance with existing laws, regulations and Agency policies. During EEO discussions, the employee may choose to have a personal representative present. The Counselor will, as s/he finds it necessary, meet with the complainant in relative privacy.

## **ARTICLE XXV**

### **GRIEVANCE PROCEDURES**

Section 1. Purpose: The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 2. Scope: A grievance means any complaint:-

- (a) by any employee concerning any matter relating to the employment of the employee;
- (b) by the Union concerning any matter relating to the employment of any employee; or,
- (c) by any employee, the Union, or the Agency concerning:
  - (1) the effect or interpretation or a claim of breach of a collective bargaining agreement;
  - (2) any violation, or misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment;
- (d) Except that it shall not include a grievance concerning:
  - (1) any claimed violation relating to prohibited political activities; or,
  - (2) retirement, life insurance, or health insurance; or,
  - (3) a suspension or removal for national security reasons; or,
  - (4) any examination, certification or appointment; or,
  - (5) the classification of any position which does not result in the reduction in grade or pay of an employee; or,
  - (6) the removal, termination, or separation of any probationary employee or Veteran's Readjustment Act (VRA) employee before the end of his/her first year of continuous VRA

employment; or,

- (7) non-selection from among a group of properly ranked and certified candidates;
- (8) EEO complaints;
- (9) actions taken under 5 USC 4303 and 5 USC 7512; or,
- (10) preliminary warning or proposal of an action which, if effected, would be covered under this procedure or under statutory appeals procedures.

The following procedures include a provision for situations where the grievant's immediate and second level supervisor do not have the authority to review decisions or to implement the remedial action sought. It is also intended to provide a level, above that of the Fleet Superintendent, to review decisions and possibly implement remedial action being sought in cases where the Fleet Superintendent is the official whose actions are being grieved and/or does not have the authority to provide relief. If the lowest level supervisor with authority to resolve the grievance is above the Fleet Superintendent level, the grievance shall be referred to the Division Ship Operations and Maintenance Officer for action. If the lowest level supervisor with authority to resolve the grievance is above the Division Ship Operations and Maintenance Officer level, the grievance shall be referred to the Director, Office of Ship Operations for action and/or referral to an appropriate official with authority to provide the relief sought.

Section 3. Step 1. A grievant shall notify his/her immediate supervisor (or the lowest level supervisor within the Division of Pacific Operations with authority to act on the grievance) in writing that he/she wishes to file a grievance within fifteen (15) work-days from the date of the action being grieved or from the date that the employee became aware of the action giving rise to the grievance. The supervisor shall arrange an appointment within Ten (10) work-days from the date of notification for the employee and his/her representative, if any, to orally present the grievance. The grievant or representative must clearly state all issues being grieved, the contract provisions that were allegedly violated, and the remedial action sought. The supervisor shall render an oral decision within ten (10) workdays from the date the grievance is presented.

Section 4. Step 2. If the grievance is not resolved by the Step 1 decision, the grievant shall reduce the grievance to writing, stating all issues being grieved, the specific contract provisions that were allegedly violated, the relief sought, his/her name and telephone number and a summary of the Step 1 decision. Only those issues raised at Step 1, or discovered during the grievance investigation, may be included in this step or any subsequent step. The grievant will sign the written grievance and submit it to his/her second level supervisor or the next level supervisor within the Agency (with authority to act on the grievance) within ten (10) workdays after receipt of the Step 1 decision. That supervisor will provide the aggrieved employee and/or representative, an opportunity to present the grievance (either orally via telephone or in

person) within ten (10) workdays after receipt of the written grievance. A written decision will be rendered by the supervisor within ten (10) workdays after meeting with the grievant.

Section 5. Step 3. If the grievance is not resolved by the Step 2 decision, the grievant shall submit the written grievance and a copy of the Step 2 decision to the next level supervisor in the Agency within ten (10) workdays after receipt of the Step 2 decision. This supervisor will review the decision and render a written decision to the grievant within twenty-one (21) workdays after receipt of the grievance.

Section 6. Failure by the Agency to observe the time limits for any step in the grievance procedure shall entitle the grievant to advance the grievance to the next step. Failure by the employee or the Union to observe the time limits provided in this Article shall result in termination of the grievance by the Agency. The Agency may grant an extension to time limits, based on adequate justification, provided by the Union, prior to the expiration of the time limits in question.

Section 7. Should the Agency have a grievance with the Union, the Fleet Superintendent will submit the grievance in writing to the Union stating the reason for the grievance and the remedial action sought. The Union and the Fleet Superintendent shall meet to discuss the grievance and the Union shall render a written decision within ten (10) work-days.

Section 8. Should the Union have a grievance with the Agency, the grievance will be filed directly with the Fleet Superintendent. Such grievance must be in writing, stating the reason for the grievance, the contract provisions that were allegedly violated, and the remedial action sought. The Union and the Fleet Superintendent shall meet to discuss the grievance and the Fleet Superintendent shall render a written decision within (10) work days.

Section 9. If a grievance for which arbitration is permitted is not resolved to the grievant's satisfaction within fifteen (15) workdays after the final decision (or the Union's decision in the event of an Agency's grievance), the Union or Agency may submit a joint request to the Federal Mediation and Conciliation Service for mediation assistance. Arbitration shall not be invoked unless and until the parties are unable to settle the grievance with the assistance of a mediator.

## **ARTICLE XXVI**

### **ARBITRATION**

Section 1. In the event a grievance is not resolved under the procedures set forth in Article XXV, the Agency or the Union may invoke binding arbitration. The party desiring arbitration shall provide written notice invoking arbitration to the other party within 15 workdays from the date of the decision at mediation. The written notice shall be submitted to the Fleet Superintendent or the Union, as appropriate, and shall specify the issue, the reason for referring the grievance to arbitration, contract provisions that were violated, and the specific remedy sought.

Section 2. Within fifteen (15) workdays after receipt of the notice, the parties shall meet to mutually select an arbitrator. If unable to do so, the parties shall request a list of five arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall meet within ten (10) workdays from receipt of the list. If they cannot agree on one of the listed arbitrators then the Union and Agency will each strike one name from the list and will repeat this process until only one name remains. A flip of the coin will determine which party strikes the first name from the list. After selection of an arbitrator, the parties will meet to determine the issue to be arbitrated. If the parties cannot reach agreement, each party shall make a separate submission to the arbitrator, and the arbitrator will determine the issue to be decided. Only those issues properly raised in the grievance procedure may be raised in arbitration. If there is a dispute as to whether an issue is arbitrable or not, the question of arbitrability will be decided as a threshold issue by the arbitrator.

Section 3. The arbitrator's fee, including travel, per diem and transcript expenses, will be borne by the losing party. If the arbitrator does not designate or identify a losing party, as is the case in a split decision, the costs will be borne equally by the parties. When a transcript is determined to be necessary, the party requesting the transcript will be responsible for the cost. If both parties would like a transcript, the cost will be split in half.

Section 4. The arbitration hearing will normally be scheduled between 8:30 A.M. and 4:00 P.M. on a weekday, i.e., Monday through Friday, and held on the Agency's premises, unless a separate location is agreed to by the parties or requested by the arbitrator.

Section 5. The arbitrator shall not have the authority to change, alter, amend, modify, add to or delete from this agreement. The arbitrator will be requested to render his/her decision as quickly as possible. . Either party may file exceptions to the arbitrator's award with the Federal Labor Relations Authority under the Authority's regulations.

Section 6. Employees who are called as witnesses shall be in a duty status while testifying at an arbitration hearing. To insure this, the Agency may change the hours of work of such employees for the day(s) that they will be a witness without regard to other provisions of this agreement.

Section 7. In matters involving the interpretation of published Maritime Administration policies, provisions of the law, or regulations of the Maritime Administration, the arbitrator shall respect the Agency's interpretation.

## ARTICLE XXVII

### DEDUCTION OF UNION DUES

Section 1. Unit employees who are not suspended or expelled from the Union may authorize allotment from their pay to cover regular dues for Union membership provided that they meet all the following requirements:

- (a) The employee received compensation sufficient, after legal deduction and other authorized allotments, to cover the full amount of the allotment for dues.
- (b) The employee has voluntarily completed a request for such allotment from pay with full knowledge of the limitations on revocation of the authorization.

Section 2. Allotment authorization -- procedures and effective dates:

- (a) The Union will inform each of its members of the voluntary nature of the authorization for allotment of pay to cover dues and of the prescribed procedure for revoking it.
- (b) The Union agrees to distribute to its members the prescribed authorization form SF-1187, and to receive completed forms from members who want to request allotment. The Union is designated to receive completed forms, and to enter the current amount of regular dues to be deducted for the member each pay period. The appropriate Union representative will complete the required certificate and submit the forms through the Fleet Administrative Officer to the MARAD Office of Human Resources.
- (c) Allotments authorized on properly completed and certified forms will be forwarded to the payroll office in a timely manner.

Section 3. Employees may request revocation of their dues withholding allotment at any time by memorandum or completed Standard Form 1188. Such revocations may be sent through the Administrative Officer to the MARAD Office of Human Resources and shall become effective:

- (a) for employees on dues withholding less than one year, on the first anniversary of the Union dues withholding provided that the revocation is submitted no later than that date.
- (b) for employees on dues withholding more than one year, only on the anniversary date of their authorization for dues withholding; or, during the

fourteen (14) day period immediately preceding the anniversary date.

Section 4. Dues will be withheld on a biweekly basis. The amount of the dues to be deducted by allotment may not be changed more frequently than once during any twelve month period.

Section 5. The Payroll Office will terminate an allotment:

- (a) If the Union loses exclusive recognition under any of the conditions specified in Public Law 95-454. The allotment of all members will be terminated at the end of the pay period following loss of recognition.
- (b) Of an individual employee at the end of the pay period when, or during which, he or she separates from the Reserve Fleet, or moves to a position not included in the bargaining unit.
- (c) Of an individual employee effective with the first complete pay period after the Payroll office receives written notice from the Union that the employee has been suspended or expelled.

Section 6. Upon disbursement for each pay period, the Payroll Officer will certify for payment the net amount withheld. The check will be made out and sent to: Comptroller, Seafarers International Union, 5201 Auth Way, Camp Springs, MD. 20746. The check will be accompanied by a list of the employee members who have current allotment authorizations on file and the amount withheld. A copy of said listing will also be mailed to Seafarer's International Union, Government Services Division, 1121 7<sup>th</sup> Street, Oakland, CA 94607. Also identified will be those employees whose pay was not sufficient to cover the full amount of the deduction and those whose allotments have been terminated on that pay period.

Section 7. Required notices:

- (a) The Union will notify the Fleet Administrative Officer in writing, within seven (7) workdays, when an employee with a current allotment authorization is suspended or expelled from the Union.
- (b) The Union will notify the Payroll Office in writing through the Fleet Administrative Officer of any change in the amount of dues.
- (c) Any written revocation of allotment authorization received by the Union will be sent to the Fleet Administrative Officer within five (5) workdays after it is received.
- (d) An employee member can voluntarily revoke their allotment at any time by completing SF-1188 or other written signed notification and submitting it directly

to the Fleet Administrative Officer. Revocations will be made effective at the times specified in Section 3.

- (e) The Union will notify each employee in writing of any change in the amount of dues.

## **ARTICLE XXVIII**

### **TRAVEL**

Section 1. Employees shall not be required to travel except under conditions and procedures prescribed by pertinent Maritime Administration, Department of Transportation, or Office of Personnel Management regulations. MARAD agrees that travel on scheduled non-work days or hours shall be compensated in accordance with current applicable rules and regulations.

Section 2. Employees required to travel shall receive per diem or subsistence expenses and other allowable travel expenses subject to applicable laws and regulations.

Section 3. As far as practicable, through proper scheduling and administrative planning, MARAD should schedule the time to be spent by employees in travel status away from their official duty stations in such a way as to preclude the employee from being required to travel from their regular duty stations during their off-duty time.

Section 4. While on official travel, telephone calls shall be allowed in accordance with governing travel regulations.

## **ARTICLE XXIX**

### **MISCELLANEOUS**

Section 1. SBRF will provide bulletin board space for display of Union notices. The Union shall be responsible for the content of all material posted and will ensure that the material does not contain items relating to partisan political matters. Posted material must conform to applicable regulations and must not contain libelous or abusive language.

The Union shall furnish the Fleet Superintendent a copy of any material to be posted on or before the day of posting.

Section 2. Use of the Agency's mail system, equipment, personnel, or facilities or services not currently authorized is prohibited without the express written consent of MARAD.

Section 3. Upon written request, the Agency will make available a copy of its regulations pertaining to Personnel Administration, and changes as published and all other publications

originating from the Maritime Administration Office of Personnel that affect employee working conditions. The written request will specify the subject matter desired.

Section 4. Affected employees will be furnished a copy of any official personnel action, either adverse or commendatory, that is made part of the employee's official personnel folder. This is usually accomplished electronically.

To ensure that bargaining unit employees have access to payroll information and other information which the Agency will only be providing via online access, the Agency agrees to provide computer access, training and assistance in the following manner:

- The Agency will provide computers for use by employees requiring access to their work email account, Leave and Earnings Statements through Employee Express, the Thrift Savings Plan, eOPF, or any other approved employee benefit website that may be made available in the future. In this way the employee is afforded privacy behind closed doors.
- The Agency will provide basic training and/or assistance with computer access to any employee requiring it when requested.
- Any employee using a Government computer must read and sign the MARAD Computer Network Use Policy – Rules of Behavior (ROB), and adhere to its policies.

Employees have the ability to access their work email account, as well as other work applications, from their home or other computer. The Agency's Chief Information Officer (CIO) will prescribe the method, which is subject to periodic update or change. The employee shall agree to abide by all the security requirements mandated by the CIO for access to Government computer systems. The Agency will provide instructions on how access will be accomplished whenever there is an update or change.

Section 5. The Agency and the Union agree that the principle of true voluntary giving to annual fund raising campaigns shall be upheld.

Section 6. It will be the policy of MARAD to eliminate or reduce all hazards, physical hardships, and working conditions of an unusually severe nature. In those cases where corrective action does not practically eliminate the unusual severity of the hazards, physical hardships, and working conditions, the Agency will ensure that employees exposed to these conditions are properly compensated.

Wage Grade (WG) workers will receive 8% Environmental Differential Pay (EDP) and General Schedule (GS) workers will receive 8% Hazardous Duty Pay (HDP) for work on vessels in the Fleet. The 8% rates are derived from the EDP/HDP rates for Asbestos as set forth in 5 CFR 532, Subpart E, Appendix A, Part II and 5 CFR 550, Subpart I, Appendix A, with payment on the basis of hours in a pay status.

An employee must perform work on a vessel anchored in the Suisun Bay Reserve Fleet to be entitled to the 8% rate on a given day. The 8% rate is based on the rate established for exposure to Asbestos and will be applied as “payment on basis of hours in pay status”. Therefore, an eligible employee will be paid for all hours in a pay status on the day on which he/she actually performs work on a vessel anchored in the Suisun Bay Reserve Fleet. An employee may not be paid more than one environmental differential for a particular period of work.

Work on Vessels is defined as: Work as directed by a supervisor and accomplished by an employee on a vessel anchored in the Suisun Bay Reserve Fleet. The employee must have physically worked on a vessel to be entitled to the above-referenced 8% EDP or HPD. This definition specifically excludes anyone who is in an all-day leave status, on light duty (unless the light duty work is performed on a vessel anchored in the Fleet), operating a Small Craft and/or Tug, working on the barge which houses the SBRF’S offices and other workspaces, or working in an office environment. Any Small Craft Operator and/or Tug Master directed by a supervisor to board a vessel to assist with work being performed on the vessel would be entitled to the above-referenced 8% EDP.

Section 7. Upon approval of this agreement, MARAD will provide the Union with one copy of the Agreement for each bargaining unit employee.

Section 8. Employees shall promptly notify the Administrative Officer of any change in their home address or telephone number.

Section 9. The employer will provide the Union with office space to conduct union business.

## **ARTICLE XXX**

### **DURATION**

Section 1. This agreement shall be effective on the date that it is approved by the Director, Office of Human Resources. If the Agency does not approve or disapprove the Agreement within thirty (30) days from the date of execution, the Agreement shall take effect on the thirty-first day. The Agreement shall be considered executed when signed by all members of the negotiating committees. The agreement shall remain in effect for three (3) years from the effective date.

Section 2. Either party may give written notice to the other, not more than 90 or less than 60 days prior to the expiration date for the purpose of modifying, adding to or renegotiating this Agreement. The notice shall be acknowledged by the other party within fifteen (15) work-days. Any notice given under the provisions of this Article shall be accompanied by a copy of the

proposed changes. If negotiations have not commenced or are not concluded prior to the expiration date, this Agreement remains in effect until a new Agreement is approved.

Section 3. If neither party serves timely notice to renegotiate the Agreement, the Agreement shall be automatically renewed for three-year periods until either party serves such notice. Each three-year period shall be a new duration period with a new effective date.

Section 4. This Agreement may be amended at any time by mutual written consent of the parties.

**For the Agency:**

**For the Union:**

*Redacted*

*Redacted*

March 15, 2017  
Effective Date

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