

NEGOTIATED AGREEMENT

BETWEEN

**U. S. COAST GUARD
CIVIL ENGINEERING UNIT PROVIDENCE**

AND

**NATIONAL FEDERATION OF FEDERAL EMPLOYEES
LOCAL 1164**

(Printed final version contains CEU Providence and NFFE Seals)

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PREAMBLE

Congress finds that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them—safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations, of the Government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

This Agreement is made and entered into by the Commanding Officer, United States Coast Guard, Civil Engineering Unit Providence, hereinafter referred to as the “Employer” and the National Federation of Federal Employees, Local 1164 – Coast Guard Unit, hereinafter referred to as the “Union”. Collectively the Employer and the Union are referred to as the “Parties”.

The Parties agree that the provisions of this agreement apply to all bargaining unit employees represented by the National Federation of Federal Employees, Local 1164 – Coast Guard Unit.

Whereas it is the intent and purpose of the Parties to promote and improve the efficient administration of the Federal service and the well-being of employees within the meaning of the Civil Service Reform Act of 1978, as amended, to establish a basic understanding relative to personnel policies, practices, and procedures and matters affecting other conditions of employment, and to provide means for amicable discussion of mutual interests;

Whereas the obligations of the Employer and the Union do not end with adherence to the requirements of rights and regulations, rather, each in its appropriate role desiring to demonstrate effective concern for the problems, interest, and well-being of the employees of the Unit;

Whereas it is the desire of the Parties of this Agreement that the Employer, the Union and their respective representatives, will encourage the conduct of business in such a manner as to promote dignity and respect between the Parties and to employees and the Union;

The Parties agree as follows:

Article 1
UNION RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes that the Union is the exclusive representative of all the eligible employees in the Unit as defined in Section 2 below, and the Union recognizes the responsibilities of representing the interest of all such employees regardless of organization affiliates and membership, with respect to grievances, personnel policies, practices, and procedures; or other matters affecting general working conditions; subject to the express limitation set forth in Articles 4 and 7 as well as the limitations of 28 FLRA 118, October 1987, and the exclusions of the grievance procedure.

Section 2. The Unit to which this Agreement is applicable is that certified by the Federal Labor Relations Authority on February 5, 2003 and includes all General Schedule professional and non-professional employees employed by the United States Coast Guard, Civil Engineering Unit Providence, Warwick, Rhode Island. Excluded are:

1. All supervisors and management officials.
2. All employees engaged in personnel work in other than a purely clerical capacity.
3. Temporary student hires.
4. Confidential employees.
5. Employees engaged in administering the provisions of Chapter 71 of 5 USC.
6. Any employee engaged in intelligence, counterintelligence, investigative, or security work which directly affects national security.
7. Any employee primarily engaged in investigation or audit functions relating to the work of individuals employed by an agency whose duties directly affect the internal security of the agency, but only if the functions are undertaken to ensure that the duties are discharged honestly and with integrity.

ARTICLE 2
DEFINITIONS

DAY: Refers to calendar day unless otherwise noted.

EMPLOYEE: Bargaining unit employee.

UNION REPRESENTATIVE: The representative officially designated in writing by the Union to serve as the point of contact for Union matters/notices at CEU Providence.

EMPLOYER: United States Coast Guard, Civil Engineering Unit Providence, Warwick, Rhode Island.

OFFICE OF CIVILIAN PERSONNEL: Office of Civilian Personnel, Workforce Relations, Norfolk Detachment.

ARTICLE 3

NEGOTIATION, CONSULTATION AND COMMUNICATIONS

Section 1. The Parties agree to negotiate in full accord with the letter and spirit of the language set forth in Chapter 71 of 5 U.S.C. The Parties are obliged to meet at reasonable times and negotiate in good faith. The objective of such negotiations will be to reach an agreement by the diligent and serious exchange of information and views, and by avoiding unnecessary protracted negotiations.

Section 2. It is agreed and understood that matters appropriate for negotiation between the Parties are policies, practices and programs relating to working conditions that are within the discretion of the Employer. It is further agreed and understood that the Employer will notify the Union's duly designated representative and/or consult at least 10 calendar days before making any changes to personnel practices, policies, or other conditions of employment which are not specifically covered by this Agreement, except as provided by 5 U.S.C. 7106(a)(2)(D). Copies of proposed new or changed Local, MLCA, Commandant or Agency instructions affecting conditions of employment of Unit employees will also be sent to the duly designated representative. The Union shall have 10 workdays from the date of notification to request bargaining and to forward written proposals and a statement of impact to the Employer. If the Union does not respond within 10 workdays, the Employer may implement the change(s) immediately.

Section 3. There will be no midpoint negotiations, however, for proposals advanced during the term of the Agreement, the following applies:

a. On proposals affecting conditions of employment for which the Employer's duty to bargain is not limited to impact and/or implementation, the Party desiring to open the Agreement will be responsible to seek the services of the FSIP.

b. On those proposals affecting conditions of employment where the Employer's duty to bargain is limited to impact and implementation bargaining, the Union will be responsible for initiating the request for assistance from the FSIP.

c. In those instances where the Parties are unable to agree on an item limited to impact and implementation bargaining, if after a reasonable amount of negotiations (the time required will depend on the complexity of the issue) the Parties are unable to agree, the Employer may implement the proposed change.

d. The Employer will submit its proposed change to the conditions of employment to the Union in written form identifying the proposed implementation date and the Employer's representative for the subjects to be negotiated.

e. Should the Union request to negotiate as appropriate on the proposals, the Union will submit its request to the Employer within the allotted time frame. Along with the request, the Union will include the following:

(1) designation of the Union point of contact, who may be a representative of the national organization. The number of Union and Management negotiators will be equal;

(2) a request for official time to prepare for negotiations;

(3) a request for any information necessary for the Union to adequately prepare for negotiations; and,

(4) proposals and a statement of impact regarding the change.

Section 4. The Union will be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 5. The Union agrees to notify the Employer at least three (3) workdays in advance of any official Union external communications regarding matters related to the management of Civil Engineering Unit Providence employees.

Section 6. The following will apply when proposing changes to the agreement at the expiration of the full term of the agreement: all language of the existing agreement will remain in effect until the conclusion of the negotiation process including the use of the Federal Mediation and Conciliation Service (FMCS) and the Federal Service Impasses Panel (FSIP). When an impasse exists, the services of the FMCS will be requested jointly by the Parties. If the services of the FMCS do not resolve the impasse, either Party may request the services of the FSIP.

Section 7. Any time parameters established in this Article may be extended by mutual agreement.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1. As specified in 5 U.S.C. 7106, nothing in this Agreement will affect the authority of any management official:

- a. to determine the mission, budget, organization, number of employees, and internal security practices of Civil Engineering Unit Providence; and,
- b. in accordance with applicable laws:
 - (1) to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) to assign work, or to make determinations with respect to contracting out, and to determine the personnel by which agency operations will be conducted;
 - (3) with respect to filling positions, to make selections for appointments from:
 - (a) among properly ranked and certified candidates for promotion; or,
 - (b) any other appropriate source; and,
 - (4) to take whatever actions may be necessary to carry out the Civil Engineering Unit Providence mission during emergencies.

Section 2. Nothing in this Section will preclude the Employer and the Union from negotiating:

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

ARTICLE 5 UNION RIGHTS AND OFFICIAL TIME

Section 1. The Employer recognizes that National Federation of Federal Employees, Federal District 1, IAMAW, AFL-CIO, is the exclusive representative for the employees of the bargaining unit. NFFE FD1 and its Local 1164 representatives will be accorded all rights and privileges associated with their position and necessary to fulfill their obligations to the full extent authorized by law, rule or regulation of appropriate authority. All employees, including Union representatives, are expected to perform work assigned to them by their respective supervisors. However, the Employer agrees that there will be no restraint, interference, coercion, or discrimination against Union representatives for performing their representational duties in accordance with the provisions of this Article.

Section 2. The Parties agree to meet at reasonable times to discuss matters which fall within the purview of conditions of employment of Unit members.

Section 3. In order for the Union to fulfill its representational responsibilities, the Employer agrees to recognize two (2) officially designated CEU Providence Union representatives and one (1) alternate. It is understood by the Parties that two officially designated representatives will be identified as the primary representatives. It is understood by the Parties that the alternate will only act in the absence of both designated representatives on matters requiring one representative (for example, grievances, minor changes to working conditions, unfair labor practice discussions). It is understood by the Parties that the alternate will only act in the absence of one of the designated representatives on matters requiring two representatives (for example, major changes to working conditions, reorganizations, RIF, contracting out). A representative will be considered absent if they are on leave, on his/her RDO, on travel or if official time has been denied due to workload requirements.

Section 4. The Employer recognizes the right of the Union to be given the opportunity to be represented at any formal discussion between one or more representatives of the Employer and one or more bargaining unit employees or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

Section 5. The Union will notify the Employer in writing of the name of the duly designated representatives. Only those representatives designated in writing will be recognized by the Employer. The Union will notify the Employer of the designated

representative who will be the point of contact for all official notifications made by the Employer to the Union.

Section 6. A reasonable amount of official time may be used for official representational functions under the provisions of 5 U.S.C. 7131(d) and the provisions of this Agreement. Reasonable/necessary time will be determined on a case by case basis by the supervisor and the Union representative. Official time for designated representatives of the Union will be administered in accordance with 5 U.S.C. 7131.

Section 7. Procedure for requesting use of official time.

- a. The Union representative must request permission from his/her immediate supervisor to leave the work area or to use official time for representation matters. The representative will use the Request for Official Time form found at the end of this Article. At the time of the request, the representative will indicate the purpose or general subject matter of the meeting, i.e., to attend a meeting at management's request, to act as a representative for an employee filing a grievance, to attend a meeting provided under this Agreement, etc. The representative will indicate the estimated amount of time needed on the Request for Official Time form. When the representative's absence would be inconsistent with workload requirements, the supervisor will establish a more practical time for the absence. All grievance timeframes shall be delayed accordingly, if the delay in releasing the representative adversely impacts the grievance timeframes.
- b. Before the representative visits a work area or meets with a bargaining unit employee in a representational capacity, he or she will request permission from the appropriate supervisor, identifying the planned time of arrival/meeting, with whom the representative desires to speak, the category of the general purpose for the meeting as indicated on the Request for Official Time form, and the approximate time required. When the meeting time is inconsistent with the bargaining unit employee's workload requirements, the supervisor will establish a more practical time for the meeting. All grievance timeframes shall be delayed accordingly, if the delay in releasing the bargaining unit employee adversely impacts the grievance timeframes. Because the bargaining unit at CEU Providence is small, it is possible that the supervisor of the representative and the supervisor of the bargaining unit employee are one and the same. If this is the case, the representative can provide all of the required information to the supervisor at one time.
- c. When the representative and the employee being represented return to the work site, both will report to their supervisor to indicate the returning time. The representative will indicate the time of return on the Request for Official Time form.
- d. Employees who wish to leave the work area to meet with a union representative must first request and receive permission from their supervisor. If the employee cannot be permitted to leave the work area due to workload requirements, the supervisor will establish a more practical time to permit the employee to leave the work area. All grievance timeframes shall be delayed accordingly, if the delay in releasing the bargaining unit employee adversely impacts the grievance timeframes.

Section 8. It is agreed that Union representatives will assure that the use of official time is reasonable and not abused. It is agreed that official time will not be used for internal Union business. The following will not be conducted during work hours or in the work area during the duty time of employees: collection of dues, assessments or other funds; solicitation of membership; campaigning for elective Union office; and any other activity connected with the internal management or operation of the Union.

Request for Official Time

Representative's Name:	Date:
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Purpose of request for Official Time (check all that apply)			Estimated Time Needed
<input type="checkbox"/> Contact Employee	<input type="checkbox"/> Scheduled Grievance Meeting	<input type="checkbox"/> Investigate Grievance	
<input type="checkbox"/> Formal Investigation Discussion	<input type="checkbox"/> Prepare for Arbitration	<input type="checkbox"/> Consultation with Management	
<input type="checkbox"/> Research/Prepare Grievance	<input type="checkbox"/> Other (Specify)		

Time of Request	Location (if other than CEU Providence premises)
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Representative's Signature

<input type="checkbox"/> Permission Granted	<input type="checkbox"/> Permission Denied for the following reason:
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Supervisor's Signature/Date

Time Departed:	Time Returned:	Time Charged:
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Supervisor's Initials

ARTICLE 6

Labor-Management Training

Section 1. The Employer will grant 40 hours of official time to each Union representative in his/her first year for initial representational training. Thereafter, 40 hours of official time for each remaining year of the negotiated agreement will be provided for one Union representative to attend Union sponsored training related to matters within the scope of 5 USC Chapter 71 and of mutual concern to the Employer and the Union. The Parties recognize that if the agreement is renewed beyond the initial 3 year period, no additional training hours will be provided unless there has been a change in the previously trained local Union representative.

Section 2. The Union representative requesting official time to attend Union sponsored training will submit a written request to his/her supervisor at least 2 months prior to the scheduled date of the training. The written request will specify the duration, purpose and nature of the training and will provide, as an attachment, a copy of the course agenda for the Employer's review.

ARTICLE 7

EMPLOYEE RIGHTS

Section 1. The Employer and the Union agree that they will not discriminate against employees in the exercise of their right, to freely and without fear of penalty or reprisal, form, join, or assist any labor organization or to refrain from any such activity in accordance with the Civil Service Reform Act of 1978, as amended. Except as expressly provided hereinafter, the freedom of such employees to assist any labor organizations will be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of organization representative. The Employer will take such action consistent with the law or with directives from higher authority as may be required to assure that employees are apprised of the rights described in this Article. The Union and the Employer also agree that no interference, restraint, coercion, or discrimination will be practiced to encourage or discourage membership in any labor organization. This Agreement does not prevent any bargaining unit employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations or Agency policies, or from choosing his/her own representative in a statutory appeal action excluded from coverage under this Agreement.

Section 2. The Employer recognizes that employees have the following rights in accordance with 5 USC 7102(1) and (2):

(1) 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 the agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities, and

(2) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under the Statute.

Section 3. In accordance with 5 USC 7116(a)(4), the Employer will not discipline or otherwise discriminate against any bargaining unit employee because the employee has filed a complaint, affidavit, or petition, or has given testimony under the Statute.

Section 4. It is understood that at any time a bargaining unit employee is detailed or temporarily promoted to a position not in the bargaining unit, the employee may not participate in the management of the Union or act as a representative of the Union.

Section 5. Counseling and warning sessions involving bargaining unit employees will be conducted in a discreet setting.

Section 6. The Employer agrees to inform all employees annually of their rights under 5 U.S.C. 7114(a)(2)(B) as follows:

An exclusive representative of an appropriate unit in an agency will 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

- (i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and
- (ii) the employee requests representation.

Section 7. The Parties recognize that bargaining unit employees can be authorized a reasonable amount of time to meet with Union representatives or the Employer concerning a complaint or grievance if such meeting occurs during their tour of duty. The official time will be coordinated between the employee and supervisor in order to meet grievance/complaint timelines and workload considerations.

Section 8. The Employer agrees that searches of employee's personal effects, other than random checks for contraband, will be conducted as follows:

- a. If the employee is present in the work area, the employee will be permitted to observe the search.
- b. If the employee is not present in the work area, the local Union representative will be permitted to observe the search.
- c. If neither the employee nor the local Union representative are present in the work area, the search will be conducted and the employee will be informed of the search upon returning to the work area.

In no case will a search be delayed beyond a brief, reasonable period (normally no longer than ½ hour) in order to permit the employee or Union to observe the search.

ARTICLE 8 MUTUAL OBLIGATIONS

Section 1. The Parties mutually agree that the public interest requires high standards of Employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved Employee performance and efficiency.

Section 2. The Parties shall place full support and effort behind human resource programs established by the Employer, such as, but not limited to: Equal Employment Opportunity, Employee Assistance Program and the Wellness Program, as such programs are intended to improve Employee well-being, proficiency, and morale.

Section 3. The Parties agree that all management and Union officials should be made aware of their obligation to comply with the terms of this Agreement. The Parties may mutually agree to solicit the services of the Federal Mediation and Conciliation Service to provide such training.

ARTICLE 9 SECURITY

Section 1. If the Union has a local security concern, they can raise that concern to management for consideration. Nothing in this section should be construed to lessen or negate management's right to determine internal security practices as outlined in 7106(a)(1), Chapter 71 of Title 5 of the U.S. Code.

ARTICLE 10 HOURS OF WORK

Section 1. The administrative workweek for all employees will be Sunday through Saturday. Applicable law, regulation, and Department of Homeland Security and Coast Guard Instructions will govern the hours of work of unit employees. Core work hours for CEU Providence are 0900 to 1500 each day. Employee schedules must include a minimum ½ hour unpaid lunch period each day.

Section 2. The basic workweek will be forty (40) hours within the administrative workweek and normally it will be scheduled on five (5) days, Monday through Friday, except where shift-work or unusual tours of duty are determined by the Employer to be necessary.

Section 3. Each employee will be at his/her job site, ready to work, at the scheduled starting time of his/her shift. If the employee is required by the Employer to perform work outside of the regular shift hours, the employee will be compensated in accordance with applicable regulations.

ARTICLE 11 COMPRESSED WORK SCHEDULE

Section 1. Bargaining unit employees at CEU Providence who work a full-time schedule may request to participate in the 5/4-9 Compressed Work Schedule (CWS) plan under the Alternative Work Schedule (AWS) program. The 5/4-9 CWS is the only CWS plan that is authorized for CEU Providence. A work schedule under the 5/4-9 CWS plan will consist of eight 9-hour days and one 8-hour day for a total of 80 hours in a pay period, with one regular day off (RDO) each two-week pay period. The tour of duty for employees with a 5/4-9 CWS will be a fixed schedule, with fixed arrival and departure times. Employee schedules must include a minimum ½ hour unpaid lunch period each workday.

Section 2. Participation in this plan will be voluntary. Employees who wish to start participating in the CWS plan will be required to submit written notice to their supervisor of their desire to participate in the CWS plan. Supervisors will notify employees of their approval/disapproval within 10 calendar days of receipt of the election request.

Section 3. Employees who elect to participate in the 5/4-9 CWS plan can terminate their participation at any time, provided they have completed the current pay period. A request to terminate participation must be in writing and submitted to the employee's supervisor prior to the start of the pay period in which participation is to be terminated.

Section 4. An employee's assigned RDO must be coordinated with and approved by the employee's supervisor.

Section 5. If more employees request the same day off than can be accommodated, the desired RDO will be assigned to the employee who first submitted their request. The parties recognize that participation in the plan does not guarantee an RDO of Monday or Friday.

Section 6. Employees on official travel or training will adjust their work hours to the activity being visited or to the schedule of the training. Such adjustments will be made with the supervisor's knowledge and concurrence. Employees must account for an 80-hour work schedule each pay period.

Section 7. The parties recognize that it may be necessary to exclude some employees from participation in a compressed work schedule plan when their participation would be disruptive or have an adverse agency impact.

Section 8. Administration of holidays, leave, premium pay and overtime will be carried out in accordance with applicable regulations and instructions.

Section 9. The parties recognize that a supervisor may terminate an individual employee's participation in a CWS when the supervisor determines that attendance concerns so dictate.

ARTICLE 12 TELECOMMUTING

Section 1. The Employer recognizes that a traditional office environment is not always necessary to provide a high level of service and quality of work for our customers. In this regard, the CEU Providence Telecommuting Program established by CEU Providence Instruction 12630, will continue to be applied with the following exception: An employee with a rating of "meets" or better can be considered for telework.

This program will be carried out under the provisions established by CEU Providence Instruction 12630 and controlling Agency regulations. The Parties recognize that participation in the telecommuting program is a privilege and not an employee entitlement and that all positions are not appropriate for inclusion in the telecommuting program.

Should the Employer or its representative decide to terminate the telecommuting program, the Employer will inform the Union and the Union will request impact and implementation bargaining.

Section 2. In addition to the one regular and recurring telecommuting day per biweekly pay period, employees can request to telecommute for a period normally not to exceed 3 days in a biweekly pay period on an ad hoc basis. Such requests will be on a project by project basis and will be coordinated with the supervisor; considering the nature of the project and the employee's access to technology. The Employer has final authority on telecommuting decisions. In some limited situations (e.g., training) the supervisor may authorize more than 3 days of telecommuting in a biweekly pay period. Telecommuting on an ad hoc basis is addressed in CEU Providence Instruction 12630.

Section 3. Employees will submit a request to telecommute to their supervisor in writing indicating the tasks to be accomplished and the requested timeframes. Requests will be submitted to the supervisor at least one workday prior to the telecommuting day. The supervisor will approve/disapprove the request in writing. If the request is disapproved, the basis for disapproval will be provided in writing.

Section 4. The CEU Providence telework coordinator will provide oversight of the CEU Providence telecommuting program. The Employer will publicize the CEU Providence telecommuting program on the CEU Providence bulletin board and will annually publicize the program in the All Hands Meeting. The Employer will provide the Union with a copy of the annual Telework Summary Report referenced in CEU Providence Instruction 12630.

ARTICLE 13 OVERTIME AND COMPENSATORY TIME

Section 1. Employees may be required to work overtime. When so required, the employee will be granted compensatory time or compensated at the appropriate overtime rate in accordance with applicable regulations. It is agreed that the assignment of overtime is a function of the Employer and a condition of employment.

Section 2. Callback overtime from a point away from CEU Providence premises entitles the affected employee to a minimum of 2 hours of overtime/ compensatory time. It is agreed that overtime worked immediately prior to a shift or the performance of overtime immediately after completing a shift, prior to departing CEU Providence, does not constitute call-back overtime. Employees are expected to provide their supervisor with a telephone number where they can be reached to be contacted should call-back overtime be required.

Section 3. In the assignment of overtime, the Employer agrees to provide the employee with as much advance notice as possible. The Union recognizes that advance notice for unscheduled overtime may not be possible due to unforeseen emergency circumstances.

Section 4. The Employer agrees that records of overtime of bargaining unit employees will be maintained through Time and Attendance sheets and that such records will be made available for review by the Union upon request in connection with a complaint or grievance.

ARTICLE 14 SICK LEAVE

Section 1. Employees accrue and use sick leave in accordance with applicable rules and regulations. Employees recognize the insurance value of sick leave and the importance of work attendance in the accomplishment of the Employer's mission.

Section 2. Employees may request sick leave in accordance with the provisions of 5 C.F.R. 630.401. Leave for this purpose may be used:

- a. To provide care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy or childbirth or who received medical, dental or optical examination or treatment; or
- b. To make arrangements necessitated by the death of a family member or to attend the funeral of a family member;
- c. When employee receives medical, dental, or optical examination or treatment;
- d. When employee is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth.

The amount of sick leave that an employee can be granted in a leave year for (a.) and (b.) above is limited; therefore supervisors and employees should refer to the specific provisions of the regulation when approving such leave.

Section 3. Requests for approval of sick leave for non-emergency, medical, dental, or optical examinations or treatments will be submitted as soon as possible but no later than one (1) workday in advance on an OPM Form 71. The period of sick leave requested will not exceed that required for travel, examination, and treatment. Whenever possible, employees will schedule non-emergency sick leave at the end of the workday.

Section 4. Unscheduled sick leave absences must be reported to the supervisor within one hour of the scheduled start of the employee's work shift on the first day of the absence. Employees calling in to report an unscheduled sick leave absence must first try to speak with their supervisor. If the supervisor is not available, the employee may leave a voice mail message that includes a telephone number where the employee can be contacted. Consideration will be given to an employee if the nature of the illness is so severe that it precludes such personal notification. In such cases, the notification may be made by another person.

Section 5. An employee calling in to report an unscheduled sick leave absence must call on the first day of absence, as indicated above, and must inform the supervisor of the nature of the absence and the estimated duration. If the absence is going to continue beyond the estimated return date/time, the employee will again contact the supervisor, no later than the estimated return date/time, to inform him/her of the new estimated return date/time. During extended periods of absence, an employee is to keep his/her supervisor updated with status reports not less than every seven (7) calendar days unless the employee and the supervisor agree that this is not necessary.

Section 6. Upon returning to duty, an employee who requested unscheduled sick leave must present the OPM Form 71 to his/her supervisor.

Section 7. Employees on sick leave in excess of three (3) consecutive workdays will verify the absence with the statement of a physician or other licensed practitioner. This statement should be presented to the supervisor upon return to duty, but no later than 3 working days after returning to duty. To be considered administratively acceptable, the supporting medical documentation must state that the employee was incapacitated for duty and must specify the date(s) of treatment, the dates of incapacitation, the specific clinical findings/diagnosis and must be signed by the treating physician or other appropriate health care provider.

The supervisor has the discretion to require less information as the situation may warrant as long as the notification requirements stated above are met. Failure to provide the required documentation can result in the disapproval of a request for leave.

Section 8. Normally employees will not be required to furnish a medical certificate to substantiate requests for sick leave for periods of three (3) or less consecutive workdays, unless there is reasonable doubt as to the propriety of the sick leave request or the employee has been issued a "Letter of Requirement." Letters of Requirement will be reviewed by the supervisor after a three month period. If there is no continuing evidence of leave abuse, the letter will be cancelled. Such letters will not be filed in the employee's Official Personnel Folder.

If a supervisor has evidence that a request for sick leave is improper or questionable, the request should be denied immediately and may be denied after the fact if evidence is obtained subsequent to a prior approval. When the request for sick leave is denied and the employee is not approved to be absent in some other leave category, the employee will be considered AWOL if he/she does not report for duty.

Section 9. In accordance with applicable regulations, sick leave may be advanced to eligible employees in cases of serious disability or illness. Eligible employees may be

granted no more than 240 hours of advanced sick leave. To be eligible for an advance of sick leave, an employee must have exhausted all annual leave, sick leave and accrued compensatory time. When an employee is on a limited appointment or one that will be terminated on a specific date, he/she may be advanced sick leave in an amount up to the total sick leave that could be earned during the term of the appointment. The approval/disapproval of advanced sick leave is a function of the Employer in accordance with applicable laws, rules, and regulations. A medical certificate must accompany an employee's request for advance sick leave. Such medical certification must specify the diagnosis, prognosis, estimated period of incapacitation and must be signed by the treating physician or other appropriate health care provider. The employee will be advised of the reasons for disapproval if the request for advanced sick leave is denied.

ARTICLE 15 ANNUAL LEAVE

Section 1. Employees accrue annual leave according to applicable laws and regulations.

Section 2. Employees will request annual leave on an Office of Personnel Management (OPM) Form 71. If a leave application is disapproved, the supervisor will return the leave form to the employee with a brief written explanation of the reason for disapproval. When a supervisor finds it necessary to cancel previously approved annual leave due to unforeseen workload requirements, the supervisor will provide the employee with a brief written explanation as to the reason for canceling the leave. The Employer will notify impacted employees as soon as the determination is made that previously approved annual leave must be cancelled.

Section 3. The Employer agrees to grant annual leave to employees for the purpose of rest, relaxation, or for other justifiable reasons, consistent with workload requirements and leave availability.

Section 4. To ensure that employees have the opportunity for a vacation, requests for planned vacations of three or more days should be submitted as early as possible in the calendar year. In the event that there are more annual leave requests submitted for approval for a specific period than the supervisor can grant based on workload requirements and leave which has already been approved for other employees, leave will be approved in favor of the employee with the greatest seniority as determined by the Federal service computation date. If annual leave is denied, then the supervisor and the employee will initiate action to reschedule leave. The issue of scheduled vacation plans will be incorporated into the decision-making process.

Section 5. It is agreed that in order to avoid forfeiture of leave at the end of the year, supervisors and employees should work together in scheduling annual leave early in the leave year. It is also agreed that supervisors may establish time frames within which employees must submit leave requests for prime holiday periods during the year.

Section 6. Emergency annual leave:

- a. Emergency annual leave is annual leave requested under a condition that prevented the employee from giving advance notice, and which is so compelling that the employee cannot postpone attending to it.
- b. If a personal emergency (a sudden or unforeseen serious situation that requires immediate action) necessitates an employee's absence, the employee must notify his/her supervisor within the first hour of the scheduled start of the employee's work shift. If extenuating circumstances prevent an employee from calling within the first hour, contact should be made as soon as possible.
- c. Employees calling in to report an unscheduled annual leave absence must first try to speak with their supervisor. If the supervisor is not available, the employee may leave a voice mail message that includes a telephone number where the employee can be contacted. Employees calling in to report an unscheduled annual leave absence must inform the supervisor of the nature of the absence and the estimated duration. Employees leaving a voicemail message must also state the nature of their absence and the estimated duration. If the absence is going to continue beyond the estimated return date/time, the employee will again contact the supervisor, no later than the estimated return date/time, to inform him/her of the new estimated return date/time. Proper reporting of an unscheduled absence does not guarantee approval of leave.
- d. Upon returning to duty, an employee who requested emergency annual leave must present the OPM Form 71 to his/her supervisor. The employee will guard against excessive use or abuse of emergency leave, and to that end, the supervisor may require administratively acceptable proof of the emergency involved prior to approving or disapproving unscheduled annual leave requests. Approval/disapproval of the leave request will be based on the facts of each case and by the pattern or frequency with which leave is requested for emergency purposes.

**ARTICLE 16
LEAVE WITHOUT PAY**

Section 1. At the discretion of the Employer, employees may be granted leave without pay in accordance with applicable laws, regulations and Agency guidelines.

Section 2. In accordance with the Family and Medical Leave Act (FMLA), eligible employees are entitled to a total of up to 12 workweeks of leave without pay during any 12-month period for the following:

- Birth of a son or daughter of the employee and care of such newborn son or daughter;
- The placement of a son or daughter with the employee for adoption or foster care;
- The care of a family member with a serious health condition; or

- A serious health condition of the employee that makes the employee unable to perform the essential functions of his/her position.

The FMLA will be administered in accordance with the provisions of 5 C.F.R. 630, Subpart L, Office of Personnel Management, Department of Homeland Security, and Coast Guard guidelines. Employees may substitute accrued sick or annual leave for leave without pay requested under the FMLA, as appropriate. Substitution cannot be made retroactively. The employee is expected to provide 30 days advance notice when the need for leave under FMLA is foreseeable. Employees requesting leave under the FMLA will submit required medical documentation in accordance with applicable regulations and guidelines.

Employees must first invoke their right to LWOP under the FMLA. The Employer will make necessary forms available to the employee wishing to request LWOP under FMLA. Completed forms will be provided to the employee's supervisor. After the supervisor makes a determination regarding approval/disapproval of the requested LWOP, approved forms will be sent to the Administrative Section for timekeeping purposes. Disapproved requests will be returned to the employee with a written explanation as to the basis for the denial.

Section 3. Employee representatives elected or appointed to a Union office may apply for periods of leave without pay to accept temporary Union positions. The Employer will consider such requests based on workload considerations and mission requirements. The employee may request four year periods of leave without pay in increments of one year. Employees submitting initial requests or requests for extensions will provide a minimum 60 day notice to the Employer.

Section 4. Employees returning to duty from approved periods of leave without pay will be granted such rights, privileges, and seniority to which they may be entitled at that time in accordance with applicable laws and regulations.

ARTICLE 17 EXCUSED ABSENCE (ADMINISTRATIVE LEAVE)

Section 1. It is understood that the terms excused absence and administrative leave mean the same thing. Excusal from duty without a charge to leave is a discretionary matter of management and permissible under certain circumstances.

Section 2. Administrative leave may be authorized in cases of extreme weather conditions, natural disasters such as floods, fires, or hurricanes, interruption to public transportation, power or equipment failure, or other unforeseen circumstances resulting in the interruption or suspension of normal operations.

It is recognized that weather conditions may vary across the commuting area. In this regard, supervisors will assess individual situations to determine if administrative leave should be authorized on a case-by-case basis. Employees who are unable to report for duty due to weather conditions should contact their supervisor as soon as possible but no later than one hour after the scheduled start of their work shift. Declared states of

emergency and the closing of other Federal facilities in the commuting area will be incorporated as factors in the Commanding Officer's deliberations over the closure of the CEU Providence facility. If CEU Providence is open for business, the granting of administrative leave for individual employees impacted by weather conditions will be at the discretion of the supervisor.

Section 3. In the event that an emergency situation arises and administrative leave is ordered prior to the beginning of a shift, administrative leave will also be granted to those persons eligible and affected who are on approved leave. This does not apply to employees on LWOP, on military leave, on suspension, or in a non-pay status on the workday before and after the closure. These employees are not entitled to excused absence and should remain in their current status. In the event administrative leave is ordered after the beginning of a shift, it will apply to those persons eligible and on board at the time of the announcement. In the event a person was scheduled to return from authorized leave and dismissal is given before the employee can report for work, leave is charged until the time set for dismissal; excused absence is granted for the remainder of the workday.

Section 4. The Employer and the Union encourage all employees to participate in elections and referendums. Administrative leave may be authorized for employees who are registered to vote for the purpose of voting in National, State, County, or Municipal elections or referendums in accordance with applicable law and regulations. As a general rule, where the polls are not open for 3 hours before or after working hours, an employee may be granted an amount of excused absence which will permit him/her to report for work 3 hours after the polls open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off. Such excused absence must be requested in advance of the date of the election.

Section 5. The Employer agrees to excuse employees for the purpose of registering to vote on the same basis as for voting, provided the employee's voting jurisdiction does not permit registration during non-duty hours, in accordance with applicable regulations.

Section 6. Employees participating in Coast Guard sponsored blood donor programs will be excused to donate blood with no loss of pay or benefits, work load permitting. A reasonable recuperation period up to a maximum of four (4) hours may be allowed directly after donating blood. Proof of blood donation may be required.

Section 7. In accordance with applicable regulations, employees are entitled to up to seven (7) days of paid leave in a calendar year to serve as a bone-marrow donor or up to thirty (30) calendar days of paid leave in a calendar year to serve as an organ donor. Such paid leave is in addition to any annual or sick leave that may be requested and approved for these purposes.

ARTICLE 18 MILITARY LEAVE

Section 1. Full cooperation will be extended to all Reserve components of the Armed Forces by granting leave of absence for military training purposes to authorized

Employees. Each reservist of the Armed Forces of the United States or member of the National Guard who is entitled to leave of absence from his/her duties will be granted such leave, upon request, without:

- adverse effect on his/her performance rating,
- loss of pay provided the employee requests, and has available, sufficient military leave and has not requested leave without pay,
- charge to annual leave, provided employee has not requested annual leave.

If the employee does not have sufficient military leave available to cover the requested period of absence, the employee will have to request either leave without pay or annual leave, if available. An employee will be permitted to utilize accrued military leave upon presentation of official orders in accordance with applicable regulations.

Section 2. Military leave and benefits for employees entering active military duty will be administered in accordance with Federal laws and regulations. Employees who are seeking military leave or entering active military duty can request guidance from the Office of Civilian Personnel regarding their regulatory entitlements.

ARTICLE 19 HOLIDAYS

Section 1. Employees will be entitled to holiday benefits consistent with applicable regulations, for all Federal holidays now prescribed by law and any that may be added by law. Holidays designated by Executive Order will be observed as legal holidays.

Section 2. In the event that it becomes necessary to schedule a Unit employee to work on his/her designated holiday, such work will be compensated in accordance with applicable laws and regulations.

ARTICLE 20 HAZARD PAY DIFFERENTIAL

Section 1. Hazard Pay will be governed by 5 CFR 550.904, 5 CFR 550, Appendix A, and 29 CFR, as applicable.

Section 2. When the Union is of the opinion that a local work situation should be included as a payable category authorized by the CFR, the Union shall call the matter to the attention of the appropriate supervisor in writing as soon as possible. The Union will identify the location of the situation, nature of exposure, and other factors necessary for inclusion as a payable category. If the category is covered under the Coast Guard's schedule of authorized differentials, the matter will be forwarded to the appropriate management official designated to make a determination on payment of Hazard Pay. The appropriate management official will provide their decision on payment of Hazard Pay to the Union within 30 calendar days of receipt of the request, whenever possible. The Parties can mutually agree to an extension of this 30 calendar day period as necessary to fully investigate the matter. If the appropriate management official

designated to make a determination on payment of Hazard Pay denies payment, a grievance may be filed under the negotiated grievance procedure.

Section 3. If the Union brings forward to the Employer a category not authorized by the Coast Guard's schedule of authorized differentials, the proposed issue will be negotiated and if an impasse is reached, will be resolved through the use of the Federal Mediation and Conciliation Services and the Federal Service Impasses Panel.

Section 4. When the Employer determines that employees are entitled to Hazard Pay, the affected Employees will be entitled to retroactive pay to the date the work situation was brought to the Employer's attention in writing, provided it is an existing Hazard Pay category.

ARTICLE 21 POSITION DESCRIPTIONS

Section 1. It is recognized that the Employer is fully and exclusively responsible for determining the appropriate duties and responsibilities of each position, and for writing position descriptions. Position descriptions do not limit or control day-to-day assignments but report the current and usual assignments and organizational design of positions. Employees shall be furnished a copy of their job description upon initial appointment and as major changes in duties and responsibilities are made.

Section 2. The Employer recognizes that employee position descriptions should be an accurate reflection of the duties assigned to that position. Bargaining unit employee position descriptions will be updated within 120 calendar days of the effective date of this agreement, or 120 calendar days from agreement under the provisions of the Parties groundrules, Tentative and Final Agreement, Section (e). When the accuracy of the official position description is questioned by the employee, the employee will be directed to review this matter with his or her supervisor. The supervisor should render a decision regarding the accuracy of the job description within 30 calendar days from the date the employee raises the issue to the supervisor. If the supervisor's decision does not resolve the issue, the accuracy of the position description should be reviewed in accordance with the negotiated grievance procedure.

Section 3. If an employee believes that the title, pay plan, occupational series or grade level of his/her accurately described position description is incorrect, the employee may file a classification appeal. General Schedule employees may file a classification appeal with the Office of Personnel Management. The Employer agrees that in the case of an employee classification appeal, pertinent data or information, including information on the appeals process, will be made available, upon request, to the employee and his/her designated representative.

Section 4. The Employer agrees to inform the Union in advance when changes will be made in the position classification of bargaining unit employees.

Section 5. In accordance with 5 CFR 511.608, "an employee may select a representative of his or her choice to assist in the preparation and presentation of a

(classification) appeal." A Union representative can be a representative for the classification appeal.

Section 6. The inclusion of "performs other duties as assigned" means that assignments will be related to the employee's position and qualifications. Nothing in this section should be interpreted as a limitation on management's right to assign work.

ARTICLE 22 REDUCTION-IN-FORCE

Section 1. The Employer will conduct any reduction-in-force (RIF) in accordance with 5 CFR 351 and Department of Homeland Security and Coast Guard policies, and the provisions of this Article. The competitive area for a RIF is defined in Commandant Instruction 12351 series.

Section 2. In accordance with 5 CFR 351, RIF procedures will be followed when the Employer releases a competing employee from his or her competitive level by furlough for more than 30 calendar days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work; shortage of funds; insufficient personnel ceiling; reorganization; the exercise of reemployment rights or restoration rights; or reclassification of an employees position due to erosion of duties when such action will take effect after the Employer has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within 180 days.

Section 3. In accordance with 5 CFR 351.801, each competing employee selected for release from a competitive level will receive a specific written notice at least 120 calendar days prior to the effective date, unless the Commandant or higher authority approves a shorter notice period due to factors outside of management's control.

Section 4. The Employer agrees that prior to the issuance of official notice to the employees involved in a RIF, the Union will be notified of the reason for the RIF, the approximate number of employees who may be impacted initially, the types of positions to be impacted initially, and the anticipated effective date of the RIF. The Employer shall notify the Union in writing as soon as practicable after a determination has been made with respect to a transfer of function or a reorganization which will impact the existing workforce.

Section 5. Upon request, the Union will be provided a copy of the initial retention register within two workdays of the issuance of specific reduction in force notices. The Employer will provide a brief overview to the Union on how to read/interpret the retention register, bump and retreat rights, tenure groupings and how competitive levels are determined. Such briefing may be done telephonically. The Union agrees to maintain the confidentiality of the records in accordance with Privacy Act requirements.

Section 6. The Employer will set a cutoff date of not more than 120 days prior to the issuance of reduction in force notices for performance appraisals that are to be used in

determining an employee's retention service credit for performance. Appraisals due after that date will not be used when computing service computation dates.

Section 7. The Employer agrees to provide employees adversely affected by a RIF with those transition and placement assistance services provided for in Commandant Instruction 12330 series. The employees will be provided with specific employment and transition benefits information by the Office of Civilian Personnel.

Section 8. Bargaining unit employees who receive a specific RIF notice have the right to review the complete retention register with the released employee's name and other relevant retention information (including the names of all other employees listed on that register, their individual service computation dates, and their adjusted service computation dates) so the employee may consider how the Employer constructed the competitive level and how the Employer determined the relative retention standing of the competing employees. The employee may also review the complete retention registers for other positions that could affect the composition of the employee's competitive level, and/or the determination of the employee's assignment rights. Bargaining unit employees can also request to review pertinent RIF regulations.

Section 9. At the time specific RIF notices are issued, the Employer will have an appropriate representative on site to provide information to employees regarding regulatory requirements, benefits, and entitlements in connection with a reduction in force action.

Section 10. If the Employer determines that a RIF will be necessary, bargaining unit employees will be provided an opportunity to update their personnel records. Employees will be provided at least 20 calendar days notice before all information must be updated/verified in their Official Personnel Folder. The Employer and the Union jointly recognize the importance of an accurate, updated Official Personnel Folder for RIF purposes. The Employer agrees to offer training during duty time concerning supplemental experience statements and other pertinent information regarding employees OPFs for RIF purposes.

Section 11. A bargaining unit employee, who receives a specific notice of separation as a result of a reduction in force, will be provided information concerning the right to reemployment consideration and career transition assistance in accordance with applicable regulations. Priority placement consideration for eligible bargaining unit employees adversely impacted during a RIF, will be administered in accordance with applicable Federal regulations and Agency instructions.

Section 12. RIF actions that are appealable to the Merit Systems Protection Board will not be grievable under the Negotiated Grievance Procedure of this Agreement.

Section 13. The Union may exercise its right under Section 7106(b),(2) and (3) of Chapter 71 of Title 5 for impact and implementation bargaining concerning the RIF for those matters not specifically covered by and contained in this agreement.

ARTICLE 23 PERFORMANCE STANDARDS AND EVALUATION

Section 1. The Employer's performance appraisal system will provide job related performance objectives that will be communicated to employees prior to the employees' performance evaluation period. The performance appraisal system will be administered in accordance with applicable rules, laws and regulations and Commandant Instruction M12430 series.

Section 2. The evaluation given Employees by their supervisor shall be prepared in accordance with the following:

a. The supervisor will discuss the Employee's job performance with the Employee discreetly, annually, and on at least two other occasions during the rating cycle.

b. The Employer agrees that progress reviews are a valuable communication tool and will use them to the fullest extent to communicate performance observations and expectations.

c. The annual performance evaluation will be in written form. All annual performance evaluations will be reviewed and approved by the appropriate rater.

Section 3. If the supervisor determines that an employee's performance is unsatisfactory, the Employee shall be notified in writing. Correction of unacceptable performance can be in accordance with 5 CFR Part 432. Employees whose performance is addressed through 5 CFR Part 432 will receive at least a sixty (60) calendar day performance improvement period.

Section 4. Employees will be given an opportunity to provide input to their supervisor for consideration in determining their final annual performance rating. The Union and Management strongly encourage employees to provide input regarding their annual performance rating.

ARTICLE 24 PROMOTION AND REASSIGNMENT POLICIES AND PROCEDURES

Section 1. Employees assigned to a higher graded position will be temporarily promoted, if otherwise eligible and qualified, on the 22nd calendar day if the assignment exceeds 21 calendar days and the assignment was not taken at the employee's written request. Competitive procedures will be followed when required by law or regulation in accordance with the Merit Promotion Plan.

Section 2. Promotions and reassignments to positions with promotion potential will be effected in accordance with applicable Federal and Agency regulations. The Union will be notified in writing upon the reassignment of a bargaining unit employee provided such notification does not violate Privacy Act requirements. The written notification from the Employer will provide specific reasons for the reassignment. An employee who has

been reassigned can request consideration for return to their prior position should that position subsequently become vacant.

Section 3. An employee who has been involuntarily reassigned to a new position will be provided appropriate and reasonable training/indoctrination at the onset of the reassignment in order to perform the essential duties of the position. Normally, a reasonable indoctrination period of 60 days will be allowed to develop the skills, knowledge, and abilities necessary to acceptably perform the performance objectives of the position.

Section 4. The Employer will post or notify bargaining unit employees electronically when vacancies are announced through merit promotion only.

ARTICLE 25 HEALTH AND SAFETY

Section 1. The Employer will exert every reasonable effort to provide and maintain safe working conditions for the Employees, using the regulations as a guide. The Union will cooperate to that end and encourage all Employees to work in a safe manner. All employees shall bring unsafe conditions to the attention of the immediate supervisor; and if satisfactory resolution is not obtained at that level, the conditions shall then be brought to the attention of the Command for investigation. The Employer and the Union agree that employees will maintain work areas in a safe manner.

Section 2. The Employer agrees to provide all protective clothing and equipment that has been determined by the Employer to be necessary for the safe performance of the assigned work. Safety and protective equipment required by the Employer will be furnished without cost to the employee. Employees will be responsible for the proper use and safeguarding of such equipment. This equipment will be replaced once the responsible officer has established that the item no longer meets safety requirements.

Section 3. Occasional field work may require employees to travel by small boat or military aircraft to various project sites. The unit operating the small boat, vessel, helicopter, or airplane is responsible for the safety of its passengers and has the primary responsibility for determining and supplying the required safety gear for the trip. Safety gear requirements are dependent on weather, wind conditions, water temperature, air temperature, and the characteristics of the boat or aircraft and must be determined on site. Excess military or personal owned safety gear must be approved by the boat or air crew before being used. The operating unit will ensure that the required safety gear, to include proper size, is available for site visits. If for any reason the unit does not have the required safety equipment, the employee should immediately contact his/her supervisor. To supplement the availability of equipment, the Employer will maintain a limited inventory of various-sized modern safety gear for use by the employees on official trips.

Section 4. The Employer agrees to comply with applicable agency and federal safety and health regulations.

Section 5. All unit personnel, when entering an area that has been designated as hazardous, will wear appropriate protective items such as approved safety glasses, goggles, hearing protectors, hard hats, etc. "Approved" personal protective equipment shall be interpreted to mean equipment that meets the standards established by the American National Standards Institute, or other federally required safety standards. Safety equipment shall not be construed to mean items of apparel commonly accepted as normal items of clothing.

Section 6. The Employer agrees that a Union representative will be allowed to accompany inspectors during any Occupational Safety and Health Administration inspections that relate to the safe working conditions of unit employees.

Section 7. The Employer agrees to provide the OSHA log regarding recordable occupational injuries and illnesses of unit employees to the Union upon request.

ARTICLE 26 EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer will administer an Employee Assistance Program (EAP) in accordance with appropriate Public Laws and Coast Guard regulations. The Union and the Employer agree to encourage both employees and supervisors to become aware of counseling, training, and referral programs available for conditions such as alcoholism and drug abuse. The Employer and the Union encourage use of the EAP for addressing personal problems, including alcohol and drug abuse.

Section 2. If an Employee is having a personal difficulty of any sort, participation in the appropriate treatment program(s) is strongly encouraged. While involved in the EAP, Employees are entitled to the utmost in confidentiality, to the maximum extent possible. An employee who participates in the EAP will not be treated in a disparate manner from other employees solely for participation in the EAP.

ARTICLE 27 DISCIPLINARY and ADVERSE ACTION

Section 1. The Parties recognize that the Employer has the right and obligation to administer disciplinary and adverse actions and that those actions will be for the purpose of correcting offending employees and maintaining discipline and morale among the workforce. Disciplinary and adverse actions will be based on just cause as will promote the efficiency of the service. All disciplinary and adverse actions will be processed in accordance with applicable regulations and this Agreement. The consistency of the remedy and participation in a rehabilitation program will be considered under the Douglas Factors addressed in Section 11 of this Article.

Section 2. Disciplinary action, for the purpose of this Agreement, is defined as a suspension of an employee for 14 calendar days or less or a letter of reprimand. Adverse action, for the purpose of this Agreement, is defined as a removal, a

suspension for more than 14 calendar days, including indefinite suspensions, a reduction in grade, a reduction in pay or furlough of 30 days or less. A furlough means the placing of an employee in a temporary status without duties and pay because of lack of work or funds or other non-disciplinary reasons.

Section 3. The Employer will obtain and consider pertinent facts prior to initiating a formal disciplinary action against an employee. This may include a private, investigative discussion with the employee to ascertain their account of the events. An employee who reasonably believes that the investigative discussion may result in disciplinary action may request to have a Union representative present during the discussion.

Section 4. Employees against whom a suspension of 14 days or less (disciplinary action suspension) is proposed are entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. The name of the deciding official to whom the employee may respond;
- c. A reasonable time (normally not less than 10 calendar days) to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer. This period may be extended by the deciding official upon request by the employee;
- d. Consideration of the employee's response by the deciding official;
- e. Be represented by a representative of the employee's choice;
- f. Notification of the employee's status during the notice period;
- g. A reasonable amount of official time to review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice; and
- h. A written decision and the specific reasons therefore at the earliest practicable date.

Section 5. Employees against whom an adverse action is proposed are entitled to:

- a. At least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- b. A reasonable time (normally 10 calendar days but not less than 7 calendar days) to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. Be represented by an attorney or other representative; and
- d. A written decision and the specific reasons therefore at the earliest practicable date.

Section 6. The deciding official for a suspension of less than 14 calendar days or adverse action will normally be at a higher level in the organization than the proposing official.

Section 7. The Employer will inform employees of their grievance/appeal rights in the disciplinary/adverse action decision letter.

Section 8. If requested, the Employer will provide the employee with an additional copy of a formal disciplinary proposal/decision letter or letter of reprimand to provide to their Union representative.

Section 9. Oral admonishments and Letters of Caution are considered informal actions and may be used in cases of a minor nature where such measures can be expected to have the appropriate corrective effect.

- a. Oral Admonishments: When orally admonishing an employee, the supervisor will do so in a manner to protect the employee's privacy and consider his/her dignity and self-respect. The admonishment is not a disciplinary action and is not grievable but may be considered a factor in future disciplinary determinations.
- b. Letter of Caution: A Letter of Caution from a supervisor to a subordinate is a warning that future misconduct may lead to disciplinary action. The letter is not a disciplinary action, is not grievable, and will not be filed in the employee's Official Personnel Folder, but may be considered a factor in future disciplinary determinations.

Section 10. A letter of reprimand will be maintained in the employee's Official Personnel Folder (OPF) for one (1) year; however, upon employee request, the letter can be considered for removal from the OPF after 6 months provided the employee's conduct has been satisfactory.

Section 11. The following factors, known as the Douglas factors and taken from the MSPB decision Douglas v. Veterans Administration of 1981, are relevant for consideration in determining an appropriate penalty for misconduct. The following are provided only to assure that managerial judgment is properly exercised within tolerable limits of reasonableness.

- a. The nature and seriousness of the offense, and its relation to the employee's duties and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
- b. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public, or prominence of the position;
- c. The employee's past disciplinary record;
- d. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
- e. The effect of the offense on the employee's ability to perform at a satisfactory level and its effect upon supervisors' confidence in the employee's ability to perform assigned duties;
- f. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
- g. Consistency of the penalty with the agency guideline schedule of disciplinary offenses and recommended penalties;
- h. The notoriety of the offense or its impact upon the reputation of the Agency;
- i. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
- j. Potential for employee's rehabilitation;

- k. Mitigating circumstances surrounding the offense such as unusual job tensions, personal problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
- l. The adequacy of alternative sanctions to deter such actions in the future by the employee.

Section 12. In connection with consideration of the Douglas Factors, the Employer will consider the freshness of any prior disciplinary action.

Section 13. If an employee elects to grieve a formal disciplinary or adverse action, the grievance must be submitted via the negotiated grievance procedure specified in this Agreement.

ARTICLE 28 USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. The Employer agrees to provide the Union with a small cubicle space sufficient to hold a 2-drawer lockable file cabinet and reference material. Should it become necessary to change the cubicle space from that originally provided due to work requirements a comparable space will be provided to the Union. The Employer agrees to provide a lockable bulletin board to be kept on CEU Providence premises. The lockable bulletin board will be hung in the area of the Union cubicle. The Union will be responsible for material posted on the bulletin board and will not place any item on the board which is libelous, scurrilous, or which violates law or regulation. The Commanding Officer, or his designee, will be provided a copy of all Union notices at least 3 workdays prior to posting on the bulletin board. The Union is responsible for maintaining the bulletin board in an orderly and up-to-date manner.

Section 2. The Union will be provided access to Agency regulations and directives via hardcopy or online, whichever is available.

Section 3. The designated Union representative will be permitted to use his/her Coast Guard computer workstation and associated printer in connection with his/her performance of official representational/labor relations functions at CEU Providence. Such access includes word processing, Internet usage, and use of the internal e-mail system. The Union will comply with all Coast Guard rules and regulations governing use of official Coast Guard computer workstations including Internet restrictions. The Coast Guard computer workstation will not be used to conduct internal Union business.

Section 4. The designated Union representative will be permitted to use his/her Coast Guard telephone in connection with his/her performance of official representational/labor relations functions at CEU Providence. The Union will comply with all Coast Guard rules and regulations governing use of official Coast Guard telephones. In this regard, the Union will not use the Coast Guard telephone for any long distance calls that are not related to representational/labor relations functions at CEU Providence. The Coast Guard telephone will not be used to conduct internal Union business.

Section 5. The designated Union representative will be permitted to use the CEU Providence copy machine in connection with his/her performance of official representational/labor relations functions at CEU Providence. The Union will guard against misuse of the copy machine and will not use it for reproduction of materials in connection with internal union business.

Section 6. The Employer will permit the Union to use available conference room space to meet privately with bargaining unit employees on representational matters. The use of such space must be coordinated per normal CEU Providence reservation procedures. If conference room space is not available, the Union can use the private CADD room for such meetings. In order to avoid interruptions, the Employer will post a sign on the CADD room door to indicate when the room is in use. Use of the CADD room must be coordinated with the Executive Officer or, in his absence, the Technical Director.

Section 7. The Union will be provided a list of bargaining unit employees on an annual basis. Such list will include the employee's name, position title, series, grade, and organizational code. Upon written request, the Union may be provided one additional list per year.

ARTICLE 29 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Both the Employer and the Union agree that selection of employees will be based on applicants' qualifications for the job. Equal opportunity for employment will be provided to all persons without regard to age, race, color, religion, sex, national origin, or mental or physical disability, as provided by Federal statute. However, physical qualifications of applicants may be specified where necessitated by job requirements in accordance with existing regulations. Policy shall be in strictest adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, the Americans with Disabilities Act, and all other applicable laws and regulations.

Section 2. The Employer and the Union recognize the desirability of open channels of communications between Unit employees and the Employer on EEO matters.

Section 3. EEO counselors at the activity shall be appointed by the Employer. Stewards may serve as EEO counselors on a voluntary basis.

Section 4. In reaching the above-stated goals, the Parties agree to comply with applicable laws and directives of higher authority in promoting the EEO program.

Section 5. The Employer agrees that, upon initial contact with the EEO counselor, any Unit employee filing an informal discrimination complaint shall be advised by the counselor that the complainant is entitled to a representative of his/her choice.

ARTICLE 30 TRAINING

Section 1. The Parties believe and support that appropriate training and development of employees is important, increases the efficiency and effectiveness of operations, and develops the knowledge, skills, and abilities of Unit employees in the performance of their duties. Employees are encouraged to inform their supervisors of any training needs they feel relate to the acceptable performance of their work assignments. Such information shall be considered by the Employer in identifying training needs.

Section 2. Employees may request training they believe will result in better organizational and/or individual performance. Training requests will be considered based on operational needs, workload requirements and available funding/resources as determined by the Employer.

Section 3. The Employer and the Union recognize the benefits that the U.S. Coast Guard, Civil Engineering Unit Providence derives by encouraging Unit employees to pursue self-development. These efforts are primarily supported by the employee and engaged in on the employee's own time for the purpose of their becoming more competent in their lines of work, trades, or preparation for qualification for promotion.

Section 4. The Employer and the Union will advertise and encourage employee use of the Coast Guard's Tuition Assistance Program to pursue self-development that will benefit the mission of the Coast Guard. Payment of registration and tuition fees will be in accordance with agency and federal regulations.

Section 5. The Employer agrees to announce the date of the Training Board meeting in advance. The Employer agrees to publicize the minutes of the Training Board meetings and training opportunities applicable to bargaining unit employees on the office intranet.

Section 6. If requested by the Union, the Employer agrees to provide a copy of the CEU Providence training matrix. The Union is encouraged to provide input regarding available training resources for consideration by the Employer.

ARTICLE 31 GENERAL PROVISIONS

Section 1. The Employer, the Union, and the bargaining unit employees are expected to treat each other with respect in the workplace.

Section 2. The Employer agrees to make available the existing lunchroom for employees. Employees are responsible for ensuring the cleanliness of this space after use.

Section 3. The Employer will have the completed Agreement printed and the Parties will jointly distribute a copy to all employees of the unit. New employees of the unit will be supplied with a copy of the current contract when they report for duty.

Section 4. Employees on official government travel shall conduct themselves as professionals, in action and appearance, at all times as though they were performing their assignments at their duty station.

Section 5. Employees are expected to dress in professional office attire while on duty in the office. Commonly acceptable attire includes dress shirts, pants and ties for men and blouses, skirts/slacks or dresses for women. Employees are also permitted to wear CEU Providence sportswear in lieu of the above. CEU Providence sportswear is purchased at the employee's expense and can be ordered through the Morale Committee.

On designated "dress down" days, business casual attire is appropriate. Employees are not authorized to wear blue jeans, t-shirts, fleece or nylon athletic wear, shorts, mini-skirts or any attire that is see through or otherwise revealing in the office except as follows. Employees performing site or field visits are authorized to wear blue jeans and other appropriate field clothing. Employees returning to the office from a site or field visit are not required to change.

Section 6. Employees of CEU Providence are required to use official government vehicles for all non-air travel, subject to availability of a vehicle. Drivers will not put any official government vehicle into motion until all seatbelts are fastened. Employees shall use government owned or leased vehicles for official business only.

Section 7. Employees will not use government telephones for personal long distance telephone calls outside the local commuting area or any other calls that will result in a charge to the government. Brief long distance calls within the local commuting area are authorized. Limited personal use of government telephones is permissible in accordance with Commandant Instruction 5375.1. Such calls should be kept to a minimum in frequency and duration. Employees will be allowed one long distance telephone call per day while on official travel, not to exceed \$5.00 per day. Employees should ensure that their travel orders reflect the authorization for a personal long distance telephone call.

Section 8. Employees are responsible for complying with Commandant Instruction 5375.1 regarding limited personal use of e-mail and the internet.

Section 9. Employees are responsible for the proper use, care, and protection of government property entrusted to their custody or care. Employees will not be held liable for loss, damage or destruction of tools, equipment or supplies that is not caused by fault or negligence of the Employee as evidenced by an investigation.

Section 10. Smoking is prohibited within the office spaces and government vehicles of CEU Providence. Employees may smoke in designated outdoor smoking locations.

Section 11. The Employer agrees to make handicap parking spaces available.

Section 12. The Union can provide input to the Employer regarding the location of a new building when/if the lease expires for the Employer's consideration. The Employer agrees to conduct appropriate bargaining as to matters of building design to the extent

that the Employer has discretion in design or recommendations for design and to the extent that Union proposals relate to working conditions of unit employees.

Section 13. Upon request, the Employer will provide the Union pertinent portions of the official travel/per diem regulations. If an employee experiences a problem with his/her travel reimbursement, he/she can seek assistance from the Employer.

Section 14. The Employer will assure that to the extent possible, effort will be made in accordance with the Americans With Disabilities Act, to place a qualified individual with a disability, in an appropriate position when that individual can no longer perform the essential functions of his/her position as a result of the disability.

ARTICLE 32 COMMITTEE REPRESENTATION

Section 1. The designated Union representative will be a standing member on the CEU Providence Quality Management Board (QMB). As a member of the QMB, this representative will be apprised of the QMB meeting schedule/agenda. The Parties agree that the Union representative's membership on the QMB will satisfy the Employer's obligations as set forth in 5 USC 7114 (a)(2)(A) with respect to all QMB meetings.

Section 2. The Union, through its designated representative, may provide input to the Training Board but is not authorized a member on the Training Board.

Section 3. The designated Union representative can request to speak at All Hands Meetings. The Union will provide the Employer with an agenda of the topic(s) they intend to speak on for approval at least five workdays prior to a scheduled meeting and as soon as possible for unscheduled meetings. Examples of agenda items to be discussed are legislative issues, retirement issues and regulatory issues. The Union agrees that internal Union business will not be discussed at All Hands Meetings.

ARTICLE 33 AWARDS

Section 1. The Union will be appropriately notified of changes to existing award instructions, if those changes impact bargaining unit employees.

Section 2. The Union may provide input for CEU Providence consideration regarding the criteria for On-The-Spot and Special Act awards. The Employer will make a concerted effort to distribute On-The-Spot and Special Act awards to eligible and deserving employees. The Employer agrees to promote the CEU Providence employee award program through the Command Business Plan.

ARTICLE 34 GRIEVANCE PROCEDURE

Section 1. The Parties recognize the importance of bringing to light and resolving grievances in a prompt manner. The expeditious settlement of grievances at the lowest possible level is in the best interest of the Parties. This grievance procedure shall be the exclusive procedure available to the Parties and unit employees for resolving grievances that fall within its coverage.

Section 2. This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the interpretation or application of this Agreement or violation of law or regulations affecting conditions of employment.

Section 3. The following matters are excluded from this grievance procedure:

- a) Any claimed violation relating to prohibited political activities; or
- b) Retirement, life insurance, or health insurance; or
- c) A suspension or removal related to national security (5 U.S.C. 7532); or
- d) Any examination, certification, or appointment; or
- e) Any separation for failure to satisfactorily complete a trial or probationary period; or
- f) The classification of any position which does not result in the reduction in grade or pay of any employee; or
- g) Termination of a temporary promotion or time-limited appointment; or
- h) Reassignment or demotion of an employee to a non-supervisory position during the probationary period required for new supervisors; or
- i) Reduction in Force actions (which can be appealed to the Merit Systems Protection Board); or
- j) Non-selection from a group of properly ranked and certified candidates; or
- k) Proposed disciplinary/adverse actions; or
- l) Performance counseling sessions; or
- m) Notification of a Performance Improvement Period; or
- n) Non-receipt of awards, unless the methodology is in dispute; or
- o) Travel entitlements.

Nothing in this Section shall prevent Employees from processing any prohibited personnel practice defined by law through appropriate statutory appeals procedures provided that the Employee has not filed a formal grievance on the matter in accordance with this Agreement.

Except as provided for in Subsections (d) and (e) of Section 7121 of the Civil Service Reform Act of 1978, whereby an aggrieved Employee may raise the matter under either an applicable statutory procedure, an appellate procedure or these procedure, but not more than one, these procedures shall be the exclusive procedures for resolving grievances. The Employee option shall be deemed to have been exercised when the Employee initiates an action in writing under either an applicable statutory procedure, the appellate procedure, or timely files a grievance in writing in accordance with these procedures, whichever event occurs first. The selection of these procedures in no manner prejudices the right of an aggrieved Employee to request the Merit Systems Protection Board or the Equal Employment Opportunity Commission, as applicable, to

review a final decision. An individual grievance may not be filed as a contract dispute when the action/issue would be appealable to the MSPB.

Section 4. In the case of any grievance which the Union may have against the Employer, or which the Employer may have against the Union, the grievance will be filed at step 2 of the grievance process. Such grievances shall be signed by NFFE FD1 Local 1164 steward/officer or by the Commanding Officer or his/her designee.

Section 5. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The parties recognize the benefits of resolving grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance will not be construed as reflecting unfavorably on an employee's good standing, his/her performance, or his/her loyalty or desirability to the organization.

Section 6. The Employer recognizes that the Union may represent an aggrieved employee, or he/she may represent him/herself, in filing a grievance under this procedure. In the event the employee chooses self-representation, the Union, as the exclusive representative, will be given the opportunity to be represented at all steps of the procedure held between the Employer and the employee concerning the grievance, and any resulting resolution of the grievance will be consistent with the terms of this agreement. In processing a grievance under this procedure, the employee who desires to be represented must use a Union representative.

Section 7. In the event a grievance is initiated by an employee, it will commence with Step 1 of the procedure as outlined below. However, a grievance regarding the immediate supervisor may be presented to the next level of supervision and a grievance concerning a disciplinary or adverse action will be presented to the supervisor who rendered the decision.

Step 1: Normally, any grievance will be first taken up by the concerned employee or Union representative with the first line supervisor or appropriate management official as noted above. The appropriate management official will be the individual at the lowest level in the organization that has the authority to grant the requested corrective action. Grievances must be presented in writing within fourteen (14) calendar days from the date of the event, or the date the grievant could reasonably have learned of the event giving rise to the grievance. Normally it is understood that a grievance, once reduced to writing, cannot be altered or amended without the mutual consent of both Parties except for threshold issues as addressed in the Arbitration Article of this Agreement. Written grievances at step 2 will not be altered without mutual consent of both Parties. Within seven (7) calendar days of receipt of the Step 1 grievance, the supervisor or appropriate management official will schedule a meeting with the employee and his/her Union representative, if any, to discuss the issues of the grievance and to present evidence, sworn statements and provide witnesses relative to the grievance. The Step 1 decision will be issued in writing within seven (7) calendar days of the date the Parties meet to discuss the grievance.

The written grievance will include the following:

a) The name, title, series and grade of the grievant;

- b) The exact nature of the grievance in sufficient detail to allow the full understanding of the issue being grieved;
- c) The specific remedy or adjustment that will be accepted to settle the grievance;
- d) Whether union representation is/is not desired and, if desired, identification of the Local representative;
- e) Reference to applicable laws, regulations, and/or sections of this agreement, if any, that are pertinent to the grievance;
- f) Dates, times, places, names of participants and witnesses relative to the event grieved, if known.

Step 2: If no satisfactory resolution is reached at Step 1, the Union representative or the employee may, within seven (7) calendar days of the date of the Step 1 decision, forward the written grievance and Step 1 decision letter to the Commanding Officer, CEU Providence, or his/her designee, for further consideration. The Commanding Officer, or his/her designee, will review the grievance and meet with the employee and the Union representative, if requested. The Commanding Officer, or his/her designee, will render his/her written decision within ten (10) calendar days of the meeting, or from his/her receipt of the grievance if no meeting is held.

Section 8. At either step 1 or step 2 of the grievance procedure, any witnesses requested by the employee or the Union who are under the jurisdiction of the Employer, and whose input is necessary to the development of the facts, may be called. If, because of distance or similar factors, it is impracticable for a witness to be present, necessary information may be obtained by a sworn, written statement or testimony via telephone. Employees participating in grievance meetings or hearings as a witness will be considered to be in a duty status during such participation, if otherwise in a duty status.

Section 9. If no satisfactory resolution is reached at Step 2, the Parties agree to use the services of the Federal Mediation and Conciliation Service (FMCS). If FMCS institutes a fee schedule, the Parties agree to revisit this section. The process will be used as a non-binding attempt at dispute resolution before the invocation of arbitration. The Parties may, by mutual agreement, elect not to use mediation prior to Arbitration.

- Each grievance/dispute will be dealt with on an individual basis.
- The Party requesting the use of mediation will submit their request to the other party within five (5) workdays after receipt of the Step 2 decision.
- The Party initiating the request will be responsible for notifying and requesting the services of the FMCS.
- The Parties agree to cooperate with the efforts of the FMCS. Cooperation does not imply agreement. However, if there is agreement between the parties, an MOU (Memorandum of Understanding) will detail time, date, location, issues, resolution of issues.
- The recommendations of the mediator shall not be used as evidence during any official, binding third party settlement procedure.
- The use of the mediation process will serve to suspend the time parameters for invoking arbitration until one or both Parties decide the mediation process has not been successful. Success is defined by the Parties reaching an agreement that resolves the dispute.

The case will be closed if the mediation results in satisfactory resolution of the grievance. If the issue is not resolved, then either Party may submit the matter to arbitration within fourteen (14) calendar days from the end of mediation, or from the date of decision to not seek mediation. Nothing herein will preclude either Party from attempting to settle grievances informally at the appropriate level. Arbitration will be invoked per the Arbitration provisions of this Agreement. The Parties agree that only the Union or the Employer can invoke arbitration.

Section 10. All time limits in this grievance procedure may be extended by mutual consent.

Section 11. The Parties agree that timely grievance processing is important. Failure to timely process a grievance will result in the grievance being dismissed. It is recognized that failure on the part of the Employer to not respond in a timely manner to a grievance will not result in the automatic granting of the requested corrective action.

ARTICLE 35 ARBITRATION

Section 1. If the Parties fail to reach satisfactory agreement regarding any grievance arising under this Agreement, such grievance may be referred to arbitration upon written notice by the grieving party to the other party within fourteen (14) calendar days after issuance of the final grievance decision or the end of the mediation process.

Section 2. Within seven (7) calendar days from the date of the request for arbitration, the Employer will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of nine (9) impartial persons who are qualified to serve as arbitrators. The Employer will be responsible for any fees involved in requesting such a list. The Parties will meet within seven (7) calendar days after receipt of such list. The Employer and the Union will each strike one arbitrator's name from the list of nine (9) and will repeat this procedure until one person remains that will be the duly sworn selected arbitrator. The flip of the coin will determine who strikes first.

Section 3. After selecting an arbitrator the Parties will meet within thirty (30) calendar days in an attempt to arrive at a joint stipulation of the facts and issues of the case. If the Parties fail to agree on a joint submission of the facts/issues for arbitration, including any threshold issues, each will submit a separate submission and the arbitrator will determine the issue(s) to be heard. The submission of the issue(s) for arbitration will be done once the arbitrator has been selected, and will be submitted prior to the hearing. When a threshold issue is present (e.g., issue of timeliness or arbitrability), either party can ask the arbitrator to rule on the threshold issue based on written briefs. Either party may also request that the arbitrator rule on the threshold issue prior to holding a hearing on the merits of the grievance.

Section 4. The Parties agree that the procedures outlined in Sections 2 and 3 above may be carried out telephonically or via facsimile.

Section 5. The arbitrator's fee and the expense of the arbitration, if any, will be borne equally by the Employer and the Union. The arbitrator's travel and per diem expenses will be paid at no more than the maximum rate payable to Coast Guard employees under the Federal Travel Regulations. Each party will bear the expenses of its own witnesses who are not employed at Civil Engineering Unit Providence and will be responsible for arranging for the appearance of those witnesses at the hearing. The arbitration hearing will normally be held on the Employer's premises during the regular day shift hours of the basic workweek. All participants in the hearing who are bargaining unit employees will be on duty status.

Section 6. Upon mutual agreement, the Parties may request that the arbitrator render a written decision solely on the joint submission of the Parties without a hearing.

Section 7. If for any reason either Party refuses to participate in the selection of an arbitrator, the FMCS shall be empowered to make a direct designation for an arbitrator to hear the case.

Section 8. Unless the Parties mutually agree to a different schedule, the arbitrator will be requested to render his/her decision as quickly as possible, but in any event not later than thirty (30) calendar days after conclusion of the hearing or after submission of closing briefs, if applicable.

Section 9. The decision and award of the arbitrator will be final and binding except that either party may file an exception to the award as provided in 5 U.S.C. Section 7122. If no exception is filed, the Employer or the Union shall take the action required by the arbitrator's final award.

Section 10. The cost of transcription services, where such is mutually agreed upon by the Parties, shall be shared equally by the Parties. Absent mutual agreement, either party may unilaterally request that a transcript be prepared but must bear all costs incurred with its preparation and must handle all administrative aspects of arranging for the service.

Section 11. The arbitrator shall have no authority to add to, change, modify, alter, or delete any provision of this agreement. The authority of the arbitrator will extend to the interpretation of Agency regulations, provisions of law, or regulations of appropriate authorities outside the Agency. The arbitrator will make no findings of fact, recommendations, or interpretations of this agreement except to the extent necessary to resolve the issue(s) submitted or determined.

Section 12. All time limits in this arbitration procedure may be extended by mutual consent.

Section 13. In the event either Party should declare a grievance non-arbitrable, the original grievance will be considered amended to include this issue. The issue of arbitrability will be raised in writing no later than seven (7) calendar days of receipt of the notice of intent of submission to arbitration. All disputes of arbitrability will be referred to arbitration as a threshold issue in the related grievance in accordance with the arbitration process addressed in this Agreement.

ARTICLE 36 UNFAIR LABOR PRACTICE CHARGES

Section 1. Either Party may file an Unfair Labor Practice (ULP) charge as provided in Section 7116 of the Statute. However, it is the desire of both Parties to work informally to resolve issue(s) prompting either Party to file a ULP charge. In this regard, the charging Party will meet with the other Party to discuss a potential ULP 10 days prior to filing with the Federal Labor Relations Authority. Nothing in this section is intended to preclude either of the Parties from exercising their right to file a ULP.

Section 2. Copies of charges against the Employer will be referred to the Commanding Officer, U.S. Coast Guard, Civil Engineering Unit Providence. Charges against the Local will be referred to the President, National Federation of Federal Employees, Local 1164-Coast Guard Unit.

ARTICLE 37 VOLUNTARY ALLOTMENT FOR PAYMENT OF DUES

Section 1. The Employer agrees to deduct dues from the pay of all employees who voluntarily authorize such allotments from their compensation and who are employed within the Unit in accordance with the provisions set forth herein.

Section 2. This Agreement is based on exclusive recognition granted to NFFE, Local 1164 – Coast Guard Unit and covers all eligible employees in the Unit who: (1) are represented under this recognition; (2) are members in good standing in the labor organization; (3) voluntarily completed Standard Form 1187 (Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues); and, (4) who receive compensation sufficient to cover the total amount of the allotment.

Section 3. The Union will assume responsibilities for:

- a. Informing and educating its members on the voluntary nature of the system for the allotment of labor organization dues;
- b. Procuring and distributing to its members Standard Form 1187;
- c. Notifying the Civilian Personnel Office, in writing of:
 - (1) The names and titles of officials authorized to make the necessary certification of Standard Form 1187 in accordance with the Agreement;
 - (2) The title and the address of the allottee to whom remittances should be sent including to whom the check should be made payable;
 - (3) Any change in the amount of membership dues; and
 - (4) The name of any employee who has been expelled or ceases to be a member in good standing in the Local within ten (10) calendar days of the date of such determination;
- d. Forwarding properly executed and certified Standard Form 1187 to the Administrative Section, CEU Providence, who will forward the completed form to the Office of Civilian Personnel; and,
- e. Directing an employee who wishes to revoke their allotment to the CEU Providence Administrative Section.

Section 4. The Employer will be responsible for:

- a. Processing voluntary allotment of dues in accordance with this Article and 5 U.S.C., Chapter 71.
- b. Notifying the employee and the Union when an employee is not eligible for an allotment because he/she is not included in the Unit to which this Agreement is applicable.
- c. Procuring and furnishing Standard Form 1188 to employees upon request.

Section 5. It is understood that the servicing payroll office is responsible for:

- a. Withholding dues on a biweekly basis.
- b. Transmitting remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made and a copy of all revocation notices received in the payroll office. The listing will include amounts withheld and will be annotated to reflect changes resulting from employee accretions, separations, and insufficient funds.

Section 6. The Employer and Union jointly stipulate that:

- a. The amount of dues to be deducted as allotments from compensation may not be changed more frequently than twice each twelve months.
- b. The amount of the allotment for dues will be the same for each deduction. The amount to be withheld for dues each pay period will be computed by multiplying monthly dues by 12 and dividing by 26.
- c. Administrative errors in remittance checks to the Union will be corrected as soon as possible. If the Union receives an overpayment, they shall be notified by the Employer on a timely basis, normally by the next pay period. The Union agrees to promptly refund the amount of erroneous remittance provided they are notified as per above.

Section 7. An employee desiring to cancel an allotment for union dues must submit an SF-1188 to the Office of Civilian Personnel. In accordance with 5 USC 7115 (a), employees who initially sign up for dues deduction will not be permitted to revoke their allotment for a period of 1 year from the date allotment deductions begin.

Section 8. Employees will submit completed SF-1187s and SF-1188s to the Administrative Section, CEU Providence, who will forward the forms to the Office of Civilian Personnel for processing to the payroll office.

Section 9. The effective dates for actions under this Agreement are:

Action

a. Starting dues withholding

Effective Date

The beginning of the first pay period upon receipt of the properly executed and certified Standard Form 1187 in the payroll office provided that the form is received prior to the end of the pay period.

b. Change in amounts of dues

Beginning of first pay period after receipt of certification in payroll office.

- | | |
|--|--|
| c. Revocation by employee | Upon receipt of a properly completed SF-1188, at the beginning of the first pay period 12 months after the employee's initial 12 months of membership. If the employee does not elect to revoke an allotment after the end of the initial 12 month membership period, an allotment can be revoked by submission of a properly completed SF-1188 received in the Administrative Section, CEU Providence during the two week period prior to March 1 or September 1. Such revocation will be effective at the beginning of the pay period following receipt by the payroll office. |
| d. Termination due to loss of membership in good standing | Beginning of first pay period after date of receipt of notification in payroll office. |
| e. Termination due to loss of recognition on which allotment is based | Beginning of first pay period following loss of recognition. |
| f. Termination due to separation or movement to unit of recognition not covered by this Agreement. | (a) If action is effective first day of pay period, termination of allotments will be at end of proceeding pay period.
(b) If action is effective on any day other than first day of pay period, termination of allotment will automatically be at end of pay period. |

**ARTICLE 38
CONTRACTING OUT OF WORK**

Section 1. It is understood that the Employer retains the right to contract out work of the unit.

Section 2. The Employer agrees to notify the Union when a determination is made to initiate a study to contract out work that is currently being performed by bargaining unit employees and which could potentially result in the displacement of bargaining unit employees. Upon written request, the Employer will provide the Union with information pertaining to the contracting out study which is appropriate and releasable, provided such request meets all requirements set forth in 5 USC 7114 (b)(4).

Section 3. The Union will be provided an opportunity to review and comment on the performance work statement within the timeframes established by the Employer. The Union will be bound by the same confidentiality requirement imposed on other individuals who are allowed access to this information prior to public release. The Union will be allowed to participate on the MEO team and the PWS team. Such participation is subject to compliance with Attachment B, Section D.2 of the OMB Circular A-76 dated May 29, 2003.

Section 4. When the Employer decides to contract out work that will result in the displacement of career or career conditional employees within the bargaining unit, the Employer will notify the Union. The Union will have the right to consult with the Employer to discuss the decision to contract out work.

Section 5. An employee's refusal to accept a position with the contractor shall not prejudice his/her entitlement to severance pay provided he/she is otherwise qualified to receive severance pay in accordance with 5 CFR 550, Subpart G.

Section 6. There are situations that require short term contracting out of work due to peaks in workload or other conditions. When contracting out of this nature occurs, the Employer will consider overtime as an option to complete such work provided the work would otherwise be performed in-house.

ARTICLE 39 WORKERS' COMPENSATION

Section 1. Employees will report all injuries received on the job as soon as possible to their supervisor.

Section 2. The Employer agrees to provide the appropriate forms to employees injured on the job and will advise and assist employees in filing the applicable compensation forms. Such assistance will include an explanation of the benefits and options available to the employee under the Federal Employee's Compensation Act. The Employer will ensure the properly completed forms are promptly forwarded to the Department of Labor for processing.

Section 3. Information maintained by the Employer relating to the employee's compensation claim may be released to the employee or his/her physician provided the employee has submitted a written authorization to the Employer allowing release of the information to the physician.

Section 4. The Employer, as required by regulation, will post information pertaining to employee rights and responsibilities in connection with on-the-job injuries/occupational diseases.

ARTICLE 40 ORIENTATION OF NEW EMPLOYEES

Section 1. All new Employees shall be informed by the Employer that the Union is the Exclusive Representative of Employees in the unit. Each new Employee shall receive a copy of this Agreement from the Employer.

Section 2. Representatives of the Union (President or steward) shall be afforded a period of time on-site, not to exceed 15 minutes, to speak with new employees regarding the purposes, goals, and achievements of the Union.

ARTICLE 41 CIVIC RESPONSIBILITIES

Section 1. - Court Leave and Jury Duty

- a. Since jury duty is a civic responsibility, it is the policy of the Employer to request release of an employee from jury service only in those exceptional cases where the public interest would be better served by the employee remaining on the job. Before being granted court leave, in accordance with applicable regulations, the employee will submit to the Employer a true copy of his/her summons for jury service. Upon completion of his/her service, an employee will present to the Employer satisfactory evidence of the time served on such duties together with any jury fees received; allowances for such things as food, mileage may be retained by the employee. Employees will submit applications for court leave upon official notice from the court of the requirement for their services.
- b. When an employee is absent from work in order to serve as a juror or to report to the court in person in response to a jury duty summons or report for jury duty examinations, whether in a Federal, State, or local court, he/she will be granted pay (court leave) for those hours for which he/she is absent from work for such reason during his/her regular work day or regular work week. The employee may be required to return to work if he/she is excused from jury duty for a substantial part of the day. Normally, an employee will not be required to return to work if he/she is excused from jury duty with less than two hours remaining in the workday.

Section 2. - Court Leave and Witness Duty

Any employee subpoenaed or otherwise required to serve as a witness in a proceeding in which either a Federal, State, or local government is a party will be granted pay (court leave) for those hours for which he/she is, for such reason, required to be absent from work during his/her regular work day or regular work week.

ARTICLE 42 DURATION AND MODIFICATION

Section 1. It is the intent of the Parties to this Agreement that it remain in full force and effect for a period of three (3) years from the date of its approval by the head of the Agency. This Agreement will terminate immediately at any time the Union is no longer entitled to exclusive recognition for the present Unit under 5 U.S.C. Chapter 71.

Section 2. It is agreed by the Employer and the Union that this Agreement is subject to the provisions of the Civil Service Reform Act of 1978, as amended, and that the Parties are governed by existing or future laws and government-wide regulations of appropriate authorities, including the C.F.R.; by published agency policies and regulations in existence at the time this Agreement was approved; and subsequently published agency policies and regulations required by law or by the government-wide regulations of appropriate authorities.

Section 3. During the window period of 105-60 calendar days prior to the expiration date of this Agreement, either Party to this Agreement will give written notice to the other Party of the Party's desire to negotiate a new Agreement. If either Party desires to negotiate a new Agreement, the Parties will develop ground rules to negotiate a new Agreement and will commence negotiations within a mutually agreed upon timeframe. If a new Agreement is not reached by the termination date, the Agreement will remain in full force and effect until the new Agreement is completed.

Section 4. If neither Party serves notice to renegotiate the Agreement during the window period, the Agreement will be renewed for one (1) year periods, subject to other provisions of this Article. Each annual renewal will be subject to the window period established in Section 3 above.

Section 5. This Agreement is subject to opening only as follows:

Amendment(s) may be required because of changes made in applicable laws, Executive Orders, or Government-wide regulations issued after the effective date of this Agreement. In such event, the Parties may agree either to administer the Agreement consistent with the changes required by the applicable laws, etc., or meet for the purpose of negotiating new language in the Agreement to meet the required changes.

Section 6. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein will be made by any employee or group of employees with the Employer, and in no case will it be binding upon the Parties hereto unless such agreement is made and executed in writing between the Parties hereto and the same has been ratified by the Union and approved by the head of the Agency.

Section 7. The waiver or breach of any condition of this Agreement by either Party will not constitute a precedent in the future enforcement of all the terms and conditions hereto. The Parties recognize the obligation of prior notice and appropriate bargaining with regard to changing an established past practice.

Section 8. The Parties may negotiate a Memorandum of Understanding (MOU) concerning any matter appropriate for negotiation, or as a mutual understanding concerning the terms and conditions herein.

Page 45 of final, printed version is the signature page of the negotiating team – signed on 7/16/03.