

NEGOTIATED AGREEMENT  
BETWEEN  
U.S. COASTGUARD INTEGRATED  
SUPPORT COMMAND,  
PORTSMOUTH VIRGINIA  
AND,  
"THE CRAFTSMAN UNION" TIDEWATER  
VIRGINIA FEDERAL EMPLOYEES  
METAL TRADE COUNCIL; AFL CIO  
1998

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>
1	Preamble
2	Recognition and Determination of Appropriate Unit
3	Rights of Employees
4	Rights and Obligation of the Union
5	Rights and Obligations of Management
6	Negotiations and Consultations
7	Voluntary Allotments - Union Dues
8	Union Steward and Official Time
9	Merit Promotion Program
10	Reduction In Force
11	Annual Leave
12	Sick Leave
13	Family Leave
14	Excused Absence
15	Hours of Work
16	Holidays
17	Overtime
18	Environmental Differential
19	Training
20	Self Development
21	Safety and Health
22	Emergency Medical Services
23	Impact of Realignment of Work Force or Technological Changes
24	Job Description
25	Official Personnel Records and Medical Information
26	Unfair labor Practice Charges
27	Disciplinary Actions
28	Adverse Actions
29	Grievance Procedure
30	Arbitration
31	Contracting Out
32	Duration and Changes
33	Distribution of the Agreement

Appendix I - Negotiated Grievance Form

Appendix II - Official Time Request Approval Form

**ARTICLE 1  
PREAMBLE**

It is the finding of Congress 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 the 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.

Pursuant to the provisions set forth in Title VII of Public Law 95-454, Civil Service Reform Act, hereinafter referred to as the "CSRA," or the "Statute," this Preamble and the following Articles constitute an Agreement by and between the U.S. Coast Guard Integrated Support Command, Portsmouth, Virginia, hereinafter referred to as "Management" or the "Employer" and Tidewater Virginia Federal Employees Metal Trades Council, AFL-CIO, hereinafter referred to as the "Union." Collectively they are referred to as the "Parties". It is the intent of the parties that the provisions of this Agreement and the Statute will be interpreted in a manner consistent with the requirement for an effective and efficient Government.

In keeping with the above, the Parties to this Agreement, in recognition of their responsibilities, will actively support the maintenance of a positive, competitive position for the ISC, with a common agreement that the attainment of this goal is necessary in order to provide maximum opportunities for continuing employment and improved working conditions.

The Parties will actively promote effective and efficient work operations to support efforts to ensure timely completion of jobs, to increase productivity, to improve quality workmanship, to eliminate unsafe working conditions, to prevent accidents, and to promote the development of goodwill with Management, the Union, the Employees, and the Community.

The parties-agree to work toward a common understanding of this agreement between supervisors, managers, employees, and union representatives. Reference in this Agreement to "Employee" or "Employees" applies only to Employees of the Unit represented by the Union. It is agreed that whenever this Agreement refers to Employees in the male gender, that reference shall also include the female gender. Such references shall be for clarity of language and no discrimination or inference of discrimination is intended by the parties.

**ARTICLE 2  
RECOGNITION AND DETERMINATION OF APPROPRIATE UNIT**

Section 1. Management hereby recognizes that the TIDEWATER VIRGINIA FEDERAL EMPLOYEES METAL TRADES COUNCIL, AFL-CIO hereinafter referred to as the Union, is the exclusive representative of all Bargaining Unit Employees in the Unit, as defined in section 2 below. Such recognition shall continue as long as the Union is the representative of the employees under criteria set forth in 5 USC Chapter 71 . The union recognizes its responsibility for representing the interest of all Unit Employees without discrimination and without regard to labor organization membership with respect to grievances, and personnel policies, practices, and procedures or other matters affecting their general working conditions.

Section 2. This Agreement is applicable only to Civilian Employees in the Unit described below:

- (a) All Wage Grade and General Schedule Employees of the Integrated Support Command, located in Portsmouth, Virginia. Temporary Employees with appointments exceeding one (1) year are also included.
- (b) As required by 5 USC 71, the following Employees are excluded:

(1) Managerial Officials,

(2) any Employee engaged in Federal personnel work in other than a purely clerical capacity,

(3) Supervisors,

(4) Confidential Employees, any Employee engaged in intelligence, investigative or security work which affects national security.

Also excluded are temporary Employees with appointments not to exceed one (1) year, professionals and Nonappropriated Fund Employees.

Section 3. Management and the Union will adhere to controlling law and regulations, Agency policies, and 5 USC 71.

Section 4. The provisions of this Agreement will supersede any prior or existing practices and policies, that conflict with the provisions within this Agreement that are within the discretion of the Command.

### **ARTICLE 3 RIGHTS OF EMPLOYEES**

Section 1. Employees in the Unit have the right to freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from any such activity. The freedom of such Employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authorities.

Section 2. Unit Employees are hereby apprised of their rights under Section 7102 of Public Law 95-454, and are assured that no interference, restraint, coercion, or discrimination will be practiced within the U.S. Coast Guard Integrated Support Command to encourage or discourage membership in the Union.

Section 3. The Union and Management agree that labor management relations are enhanced by resolving matters at the lowest level possible. To this end, it is agreed that should an Employee wish to communicate on matters pertinent to this Agreement or other laws, rules, regulations, policies, or practices that affect the Employee's conditions of employment with his Steward or Chief Steward, he shall request permission to do so from his Supervisor.

Section 4. An Employee shall be permitted to meet with a Union representative after receiving permission from his immediate Supervisor. The Employee must advise the Supervisor of the name of the Union representative he is meeting with and the length and purpose of the visit. If additional time is needed, the Employee is responsible for contacting his immediate Supervisor prior to the time he is expected to return to his work site. Supervisors will approve reasonable time, work load permitting. If the Supervisor disapproves the request due to mission requirements, the Supervisor will notify the Employee of a reasonable time he can be expected to meet, normally within one workday. An Employee is entitled to one representative for a particular case (i.e., presentation of a grievance, preaction investigation).

Section 5. No Employee covered by the terms of this Agreement shall forfeit any rights or benefits provided under this Agreement and within Management's control while on detail or assignment to another Activity. It is understood that any such Employee shall be expected to conform to the rules, regulations, and local practices which are not within local Management's control in effect at the activity to which he may be temporarily assigned. The Employee(s) will be advised of general working conditions in effect at the activity such as hours of work and overtime assignments.

Section 6. No Employee shall be required to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by the Employee for the payment of dues through payroll deduction.

Section 7. The Union agrees that the responsibility for the administration of disciplinary matters rests with Management officials only.

Section 8. A Bargaining Unit Employee has a right to Union representation at grievances. The Union has a right to attend format discussions related to personnel policies, practices, or other general conditions of employment. Further, the Union must be given the opportunity to be present at any examination of a unit Employee by a representative of Management in connection with an investigation if the Employee reasonably believes that the examination may result in disciplinary action against him, and the Employee requests Union representation.

Section 9. A Unit Employee has the right to present a grievance under the negotiated procedure on his own behalf, but the Union has the right to be present at the adjustment session. The Employee may have a reasonable amount of official time during normal working hours for the presentation of a grievance, but not preparation.

Section 10. Bargaining Unit Employees will normally be answerable to one Supervisor, but it is recognized that there may be exceptions to this general rule when more than one Supervisor may direct an Employee's activities.

Section 11. Unit Employees are encouraged to support efforts to ensure timely completion of jobs, to increase productivity, to promote regular attendance, to improve the quality of workmanship, to eliminate unsafe working habits and to prevent accidents and to safeguard personal safety equipment/clothing and government property provided by the Employer.

#### **ARTICLE 4 RIGHTS AND OBLIGATIONS OF THE UNION**

Section 1. The Union is entitled to act for and negotiate collective bargaining agreements covering all Employees in the Unit. The Union is responsible for representing the interests of all Employees in the Unit it represents without discrimination and without regard to labor organization membership.

The Union shall have the right and responsibility to represent all Employees in the Unit; to present its views to Management on matters of concern, either orally or in writing; and to have such views considered in the formulation, development, and implementation of personnel policies and practices and matters affecting general conditions of employment that are within the authority of Management. Where the Union's views are presented orally, and a request is made for the views to be made in writing, the written views will be presented to the Chief of the Industrial Division. If either Party requests, the Parties agree to meet promptly in an effort to resolve the matter which created the concern.

Section 2. Under the provision of 5 USC 7114, the Union shall be given the opportunity to be represented at:

a. any formal discussion between one or more representatives of Management and one or more Employees in the Unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or

b. any examination of an Employee in the Unit by a representative of Management in connection with an investigation if:

(1) the Employee reasonably believes that the examination may result in disciplinary action against the Employee; and

(2) the Employee requests representation.

Section 3. Management will designate one bulletin board for the exclusive use of the Union within the Industrial Division workspace and Facilities Engineering Division workspace. The following material may be posted by the Union on bulletin boards designated for the Union's use:

a. Notices of Union recreational and social affairs, Union election results and appointments, and Union meetings.

b. Other notices concerning Union affairs which do not violate any law or regulation of higher authority.

The Union will be responsible for material posted on such bulletin boards, and will promptly remove from such bulletin boards, upon request of Management, any material which is libelous, scurrilous, or which violates law or regulation of higher authority, or any

condition contained herein. There shall be no other posting by Employees of pamphlets, advertising, notices, or any kind of literature within the Command other than herein provided. The Industrial Manager will be provided a copy of all Union notices to be posted on the Union bulletin board, normally within three (3) workdays but not less than one (1) workday, prior to posting. Postings will be done during non work time.

Section 4. Management agrees to provide suitable office space, including access ramps for the handicapped, at no cost to the Union, located on the Command complex. The office will contain one desk, one file cabinet, and two chairs, The Union agrees to maintain this space in a clean, orderly, and safe condition. The Employer will maintain the office space by providing the same access to maintenance and repair services that is provided to other offices in the Command.

Management will furnish, at no cost to the Union, electrical power, heat, and a telephone line. The Union may, at its own expense, install any other off base telephone service desired with the costs of installation and monthly service will be the responsibility of the union. This office space will be subject to safety, security, and fire inspections. Management agrees to provide meeting space when it can be made available by the Industrial Manager. The Union Steward may utilize the interval mail system for normal correspondence. Bulk mailings are excluded.

Section 5. The Employer agrees that it will provide the Union access to ISC and Coast Guard Instructions available at the Command. Relevant portions of 5 USC or 5 CFR, will be made available upon request.

Section 6. The Union will be advised of any pending significant changes in the Command's workload. At the Union's request, Management will meet with the Council President/Negotiation Committee to discuss pending significant changes in the Command's workload.

Section 7. In situations where it is necessary to provide advance notification to the Union (changes in general working conditions, implementation of new programs, etc.) the Employer will provide such notice to the activity Chair. This notice will satisfy the Employer's labor relations obligation for advance notice of change in policy or procedure affecting Bargaining Unit Employees. If, under Union procedures, the activity Chair does not have authority to act for the Union, then the activity Chair must pursue input/approval from higher level Union officials.

Section 8. Any new hires within the command will be provided the name of the local Union Steward and a copy of the negotiated Agreement. The Union will be provided names of new hires.

Section 9. The Chief, Industrial Division will serve as the point of contact for issues involving personnel policies, procedures and working conditions at ISC Portsmouth. In the absence of the Chief, Industrial Division, the activity Chair will contact the Production Manager. If the issue cannot be resolved by the Chief, Industrial Division, he shall advise the Chair of the appropriate person to contact for resolution of the issue. The Employer agrees to assist the Chair in a timely manner.

Section 10. If the Council Representative needs to meet with the Command Staff Advisor, he will schedule an appointment. The Command Staff Advisor will make himself available to the representative at ISC Portsmouth within a reasonable period of time, understanding time sensitive issues. If an issue arises where it is necessary that the representative report to the Command Staff Advisor's office, outside of ISC Portsmouth, the Command Staff Advisor will contact the appropriate Management official for approval, providing notice of the purpose of the request and duration of the time requested.

Section 11. Management and the Union will keep such records as they deem necessary between Management and the Union of meetings whose primary purpose is to exchange information regarding current work problems, to discuss expected changes in policies, practices and regulations in the area of personnel management, and to consult as necessary on matters covered by this Agreement. Tape recordings will not be used unless the Parties agree. Whenever a summary of a meeting is prepared by either Party, a copy of the summary will be furnished to the other Party upon request.

Section 12. Management will recognize the Union Officers, Executive Board Members, Chief Stewards, Stewards, International Representatives and Metal Trades Department Representatives, as designated by the Council President to represent the Union, in regards to meeting/negotiating with Management concerning provisions of this

Agreement.

Section 13. Visits to ISC Portsmouth by non Coast Guard Union representatives will be coordinated through the Industrial Manager or designee. Access to ISC Portsmouth will be approved by the Industrial Manager or designee prior to the visit

Section 14. Upon request the Industrial Manager will furnish the Union two copies of a list which contains all Employees in the Bargaining Unit. The list shall be in alphabetical order and shall contain the following information: name, pay number, occupational code, position title, organizational division or section and service computation date. One list will be given to the local Steward, and the other forwarded to the Council President, by the local Steward.

## **ARTICLE 5 RIGHTS AND OBLIGATIONS OF MANAGEMENT**

In accordance with 5 USC 7106:

Section 1. Nothing in this Agreement shall affect the authority of Management:

a. To determine the mission, budget, organization, number of Employees, and internal security practices of the U.S.C.G. Integrated Support Command Portsmouth; and

b. In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain Employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which operations shall 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;

(4) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 2. The Employer and the Union will make every effort to facilitate partnering in accordance with Executive Order 12871 concerning 7106(b)(1) in determining matters of the workforce.

Section 3. Nothing in this Article shall preclude the U.S. Coast Guard Integrated Support Command Portsmouth, Virginia and the Tidewater Virginia Federal Employees Metal Trades Council, AFL-CIO from negotiating:

a. The numbers, types and grades of Employees or positions assigned to any organizational subdivision, work project, tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which Management officials of the Agency will observe in exercising any authority under this section; or

c. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by Management.

Section 4. Management agrees that it will apply all policies, rules, regulations, laws, or other matters affecting conditions of employment, and all terms of this Agreement fairly and equitably to all Unit Employees.

## **ARTICLE 6 NEGOTIATIONS AND CONSULTATIONS**

Section 1. It is agreed that matters appropriate for consultation or negotiation include: personnel policies, practices, and working conditions of Unit Employees.

Section 2. It is agreed that upon request of either party, a meeting will be scheduled mutually agreeable for the purpose of discussing matters in good faith, relative to personnel policies, practices, and other matters affecting working conditions of the Unit Employees.

(a) Either Party desiring or having a requirement to consult with the other, shall normally give advance written notice to the other Party. Such notice shall normally include a statement of the subject matter to be discussed and the problem which generated the cause for discussion. The receiving Party will respond to the request within ten (10) workdays and schedule a meeting accordingly.

(b) Notification of proposed changes to personnel policies, practices and working conditions of Unit Employees will be submitted to the Council Chairman. Prior to implementation, the Union will have 10 workdays to respond on the issue. If the Union does not respond within 10 workdays the Employer may implement the change(s) immediately.

(c) The Union will provide notice under this Article to the Industrial Manager.

Section 3. Such meetings as described in this Article shall take place during normal duty hours.

Section 4. The Employer agrees that before issuing a new or modifying instructions or notices containing negotiable provisions, a draft will be provided to the Chairman.

Section 5. The Union will initiate one of the following actions within ten (10) workdays of receipt; either

(a) Submit written comments which will be considered by the Employer before the final instruction or notice is issued;

(b) Request a meeting to discuss the provisions of the draft instruction or notice; or Request the ISC negotiate on the negotiable provisions of the draft instruction or notice.

Section 6. Meetings covered by this Agreement shall be held during normal day shift hours. When such meetings are requested, they will be held prior to changes being made in personnel policies or practices affecting conditions of employment of Employees in the Unit when practical or unless an exigency exists.

## **ARTICLE 7 VOLUNTARY ALLOTMENTS - UNION DUES**

Section 1. The Employer will deduct Union dues from the pay of those eligible Employees who voluntarily authorize such deductions on a properly completed Standard Form 1187 and who are members of the Union or who have applied for membership in the Union. The Union provides Standard Form 1187 to the Employee. The Union will keep the Employer advised in writing of the name and title of the Union official authorized to sign Section A of Standard Form 1187.

Section 2. In order for Union dues, to be deducted by the payroll office of the Employer from the pay of an Employee each biweekly pay period, the following requirements must be met by the Union:

(a) An Employee desiring to have dues deducted from his biweekly pay must be a member in good standing in the Union or must have applied for membership in the Union contingent upon the payment of the first month's dues by means of a voluntary allotment as provided herein.

(b) The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of dues.

(c) The Employee must have submitted through the Union a voluntary authorization for deductions on Standard Form 1187 and transmit same to the Command Staff Advisor, Coast Guard Personnel Command.

Section 3. Deduction of dues designated on Standard Form 1187 shall normally commence no later than the first full pay period following the pay period the form is received by the FAA Payroll Center, Oklahoma City, OK.

Section 4. The amount of dues deducted each biweekly pay period shall be the amount certified by the Union in Section A of Standard Form 1187 or the amount certified by the Union at a subsequent time after receipt of Standard Form 1187. Any changes in the amount of dues deduction certified by the Union may be submitted once each calendar year and shall normally become effective no later than the first full pay period following the pay period the notice of change is received by the FAA Payroll Center, Oklahoma City, OK.

Section 5. An allotment of the deduction of an Employee's Union dues may be terminated by the Employee through submission of a properly completed Standard Form 1188 to the Command Staff Advisor. Revocation shall normally become effective no later than the first full pay period following the pay period that the revocation is received by the FAA Payroll Center, Oklahoma City, OK. Requests for revocation of dues will be accepted only during the thirty (30) day period immediately preceding the one (1) year anniversary date of dues deductions. Standard Form 1188s received outside of this period will be returned to the Employee.

Section 6. An Employee's voluntary dues allotment will be terminated when any of the following occur:

- (a) Loss of recognition by the Union.
- (b) Transfer of the Employee authorizing dues deduction outside of the Unit.
- (c) Separation of the Employee.
- (d) Receipt by the Command Staff Advisor of written notification from the Union that the Employee has been expelled or has for any reason ceased to be a member in good standing of the Union.

Section 7. The Union is responsible for promptly notifying, in writing, the Command Staff Advisor when any member in the Union is expelled or for any reason ceases to be a member in good standing.

Section 8. The Employer's payroll office will transmit remittance checks to the allottee designated by the Union and a listing of Employees for whom deductions were made, and a copy of all revocation notices received in the payroll office.

Section 9. It is the responsibility of the Union to inform each of its members of the voluntary nature of the authorization procedure for authorizing the allotment, as well as the provisions and procedure for revoking an authorization as set forth in Section 2 through 5 of this Article.

## **ARTICLE 8 UNION STEWARD AND OFFICIAL TIME**

Section 1. The term Steward referred to in this article, and elsewhere in the contract refers to an ISC Portsmouth bargaining unit Employee designated by the Union, in writing, to serve as a local Union Steward. The Employer recognizes that the Union may designate Union officials, other than ISC Bargaining Unit Employees, to perform authorized representational functions. Only ISC Bargaining Unit Employees, designated as a Union Steward, are authorized to use official time under the provisions of this contract. Both the local Union Steward and other designated Union officials are obligated to follow provisions that apply in obtaining access to the ISC Portsmouth facility and to Bargaining Unit Employees.

Section 2. The number of Stewards shall be those reasonably required, as determined by consultation between the Parties, to assure that each Bargaining Unit Employee shall have reasonable access to a Steward. Additional Stewards will not be designated until consultation between the Parties has been completed and agreement has been reached. The Union shall provide the Employer a complete list of elected Union officials and designated authorized Union Steward(s), and the Union will update the list as Union officials and authorized Steward(s) change.

Section 3. A Union Steward will be permitted a reasonable amount of on-duty time (official time) to perform representational duties. The Union agrees that whenever official time is used under this agreement, only the required amount of time that is necessary to bring about prompt disposition of the matter will be used.

Section 4.

(a) When the Steward needs official time to perform representational duties, the Steward will be required to complete the designated official time form {Appendix I}. Prior to the use of official time, all requests must be approved by the Steward's immediate Supervisor or in his absence the next level Supervisor in the chain of command.

(b) Operations permitting, the representative will be released upon the approval of the request. When release cannot be accomplished immediately, the Supervisor and the Steward will mutually agree on a time when, operations permitting, the Steward can be released. The steward will notify the Supervisor upon departure and return to duty.

(c) The Steward must receive prior approval by the appropriate Supervisor before entering the work area of Unit Employees. Approval must also be obtained prior to meeting with any Unit Employee during duty hours.

Section 5. The Union agrees that time granted in accordance with this section will not be used for any matters connected with internal management and/or operations of the Union. Such matters deemed to be connected with the internal operations of the Union include but are not limited to: collection of dues, assessments of other funds, membership meetings, campaigning for office, conducting elections, solicitation of memberships, the distribution of literature, or the posting of Union notices/information.

Section 6.

(a) The Employer will grant official time to the Steward normally not to exceed sixteen (16) hours per calendar year to attend Union sponsored training relating to matters within the scope of 5 USC 71 and of mutual concern of the Employer and the Union. Time will be granted when considered by the Employer to be warranted and authorized by directives.

(b) A written request for official time for Union sponsored training will normally be submitted at least two (2) weeks in advance by the Steward to the immediate Supervisor. The request will identify the name of the attendee, the number of hours requested, and a copy of the agenda printed on the sponsor's letterhead.

## **ARTICLE 9 MERIT PROMOTION PROGRAM**

Section 1. The Employer agrees to fill vacancies or make promotions of unit Employees in accordance with this Agreement where applicable, and with the applicable Coast Guard Merit Promotion Plan.

Section 2. The Employer agrees to negotiate with the Council on contemplated negotiable changes to the Merit Promotion Plan prior to effecting such changes. Negotiation will be in accordance with 5 USC 71.

Section 3.

(a) No Employee may be temporarily promoted or detailed to higher level positions in excess of 120 calendar days in a 12-month period dating from the first day of the first temporary promotion or detail unless he was selected from a properly issued completed promotion certificate.

(b) A Unit Employee temporarily assigned to a foreman position where a need of 31 days or more exists will be temporarily promoted.

(c) Any Unit Employee temporarily assigned to a higher paying job in the Unit shall be temporarily promoted where a need of 31 days or more exists.

Section 4. An Employee who has been denied promotion consideration through error shall be given priority consideration for the next appropriate vacancy.

Section 5. All job announcements concerning positions in the Unit will be posted on Industrial and Facilities Engineering Division bulletin boards. ISC will also provide the Council (2) copies of all job announcements for positions at ISC Portsmouth.

## **ARTICLE 10 REDUCTION IN FORCE**

Section 1. Management will conduct any reduction-in-force (RIF) in accordance with applicable laws, regulations, and DOT and Coast Guard policies.

Section 2. Management agrees that prior to the issuance of official notice to the Employees involved in a reduction-in-force action, the Union shall be notified of the RIF. The Union will be given the reason for the RIF, the approximate number of Employees who may be affected initially, the types of positions anticipated to be affected initially, and the anticipated effective date of the RIF. The Union will render its assistance in communicating to Employees the reasons for the RIF. The union will be provided a copy of the initial retention register. The Union may also be permitted to review Employee Official Personnel Folders with the written authorization of the Employee. The Union agrees to maintain the confidentiality of the records in accordance with the Privacy Act requirements.

Section 3. Unless OPM grants an exception in accordance with 5 CFR Part 351, the Employer will provide no less than a 60-day specific notice to affected Employees.

Section 4. Employee appeals of RIF actions shall be excluded from the negotiated grievance procedure. Employees may appeal RIF actions to the Merit Systems Protection Board.

Section 5. The Coast Guard Personnel Command, Civilian Personnel Management Division (CGPC-cpm) will establish competitive levels and determine assignment tights of employees (bump and retreat) in accordance with 5 CFR Part 351, Reduction-In-Force, Office of Personnel Management, Department of Transportation, and Agency regulations and directives.

Section 6. CGPC-cpm agrees to use minimum Office of Personnel Management (OPM) qualification requirements when filling positions through RIF unless otherwise waived in accordance with 5 CFR Part 351. Management may establish additional qualification requirements for specific positions as necessary.

Section 7. All affected employees will be afforded full placement rights in accordance with applicable regulations and Department of Transportation and Coast Guard policies.

Section 8. The minimum competitive area for reduction-in-force purposes will include all employees located at the U.S. Coast Guard Integrated Support Command, Portsmouth, Virginia.

## **ARTICLE 11 ANNUAL LEAVE**

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations.

Section 2. Employees shall request annual leave on a Standard Form 71 (SF-71).

Section 3. Requests for planned vacations of three or more days should be submitted as early as possible, but normally no less than two (2) weeks in advance of the planned vacation. Upon the presentation of an SF-71, leave application, for a planned vacation, the Supervisor will approve or disapprove the request. Reasonable effort will be made to approve leave requests. If leave application is disapproved, the Supervisor will return the leave form to the Employee with a written explanation of the disapproval, and when the Employee can reasonably expect to take his vacation. Leave must be approved in writing before it is taken by the Employee.

Section 4. 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 year.

Section 5.

(a) Emergency leave is nothing more than annual leave requested under a condition that prevented the Employee from giving advanced notice, and which is so compelling that the Employee cannot postpone attending to it.

(b) A request for emergency annual leave must be given to the immediate Supervisor, as

soon as possible, but not later than two (2) hours from the start of the Employee's shift, when the Employee is not already in a duty status. If the immediate Supervisor is not available, contact the next level Supervisor within the chain of command. Voice mail messages are normally unacceptable. Reasonable exceptions may be made as the circumstances require.

(c) Upon returning to duty, the Employee who requested emergency annual leave must present the SF-71, Application for Leave, to his Supervisor. The Employee shall 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. The Supervisor's decision will be determined by the facts of each case and by the pattern or frequency with which leave is requested for emergency purposes.

Section 6. As circumstances warrant, advanced annual leave may be granted by the Employer where the Employee has insufficient leave to his credit. Advanced annual leave cannot exceed the amount an Employee would otherwise earn during the balance of the current leave year.

Section 7. The Employer shall inform all Unit Employees of the telephone extension and Supervisor that each Employee is to contact when calling in for emergency annual leave.

## **ARTICLE 12 SICKLEAVE**

Section 1. Employees shall earn sick leave in accordance with applicable laws and regulations.

Section 2. Employees shall request sick leave on a Standard Form 71 (SF-71).

(a) Sick leave may be used to provide care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental, or optical examination or treatment; or make arrangements necessitated by the death of a family member, or to attend the funeral of a family member.

(b) A full time Employee, may use up to 40 hours of sick leave each year for family care and bereavement purposes. An additional 64 hours may be used as long as the Employee maintains a balance of at least 80 hours of sick leave in his sick leave account. Sufficient documentation may be required prior to approval. Part time employees and employees with uncommon tours of duty are covered under 5 CFR 630.401.

Section 3. Upon the request from Employee in writing requesting advanced sick leave, the Employee will normally receive a reply no later than five (5) workdays after receipt of this request.

Section 4.

(a) The Employer shall inform all Unit Employees of the telephone extension and Supervisor that each Employee is to contact when calling in for sick leave.

(b) A request for sick leave must be given to the immediate Supervisor, as soon as possible, but not later than two (2) hours from the start of the Employee's shift, when the Employee is not already in a duty status. If the immediate Supervisor is not available, contact the next level Supervisor within the chain of command. Voice mail messages are normally unacceptable. Reasonable exceptions may be made as the circumstances require.

(c) Upon returning to duty, the Employee who requested sick leave must present the SF-71, Application for Leave, and appropriate medical documentation to his Supervisor. The Employee shall guard against excessive use or abuse of sick leave, and to that end, the Supervisor may require administratively acceptable proof of the illness involved prior to approving or disapproving the sick leave request. The Supervisor's decision will be determined by the facts of each case and by the pattern of frequency with which sick leave is requested.

Section 5. An Employee shall request approval for use of sick leave only when circumstances warrant such use, and by notifying his Supervisor as soon as possible, but no later than two (2) hours after the beginning of the shift unless extenuating

circumstances prohibit him from doing so. When calling in the Employee will also inform his Supervisor of the expected length of his absence due to illness. If the absence exceeds the amount of sick leave initially requested, the Employee will notify his Supervisor and inform him of the expected length of his absence due to illness. This procedure is to be repeated for each absence due to illness.

Section 6. Normally, any absence in excess of three (3) days must be supported by a physician's statement (SF-71). However, sick leave in excess of three (3) workdays may be approved without a medical certificate if it is considered by management impractical to require such a certificate and if the Employee submits a signed statement indicating the nature of his illness.

Section 7. Sick leave, if available, will be granted to an Employee when he is incapacitated for the performance of his duties by illness or injury or when he is unavailable for work because of exposure to a contagious disease that would endanger the health of co-workers. Normally, sick leave shall also be granted for medical, dental, and optical examinations or treatment, diagnostic examinations or x-rays if requested in advance from the supervisor according to prescribed procedures. The Employee shall make a sincere effort to obtain appointments for non-duty hours, or if this is not possible, at the beginning or end of the established workday.

Section 8. If the Employee is suspected of abuse of sick leave, the Employer may require the Employee to furnish a doctor's certification for each absence claimed as sick leave. The request for such certification shall be in writing. Failure to adhere to this requirement may result in the Employee being placed in an absence without leave (AWOL) status. Disciplinary action may be taken based on periods of absence charged as AWOL.

Section 9. Advanced sick leave is not a right of an Employee, but may be advanced not to exceed 240 hours if justified in writing as prescribed by current policy and if the employee can reasonably be expected to pay it back during his current appointment. No sick leave will be advanced to an employee who as a result of illness or incapacitation is expected to retire, or leave employment at the Integrated Support Command, Portsmouth, Virginia in the foreseeable future, or where the employee's past attendance record would not justify an advance.

### **ARTICLE 13 FAMILY LEAVE**

Section 1. Employees may be granted sick leave to care for a family member subject to the provisions of 5 CFR 630.401, Office of Personnel Management, Department of Transportation, and Coast Guard guidelines.

Section 2. Employees are entitled up to 12 weeks of unpaid leave (leave without pay) during any 12 month period, subject to the provisions of 5 CFR 630, Subpart L, Office of Personnel Management, Department of Transportation, and Coast Guard guidelines. Employees may substitute accrued sick or annual leave for leave without pay. The Employee is expected to provide 30 days advance notice when the leave is foreseeable.

### **ARTICLE 14 EXCUSED ABSENCE**

Section 1. FUNERAL LEAVE: As required by law and regulations and upon submission of appropriate documentation to and approval by the Employer, Employees may be excused up to three (3) days to attend the funeral of an immediate family member in the Armed Forces of the United States who dies as a result of wounds, disease, or injury incurred while serving in a combat zone.

Section 2. VOTING: An Employee who requests excusal in writing on a SF-71 certifying that he is a registered voter and will vote, shall be excused for voting purposes as follows: where the polls are not open at least three (3) hours before or after an Employee's regular working hours, he may be granted an amount of administrative leave which will permit him to report to work three (3) hours after the polls open or leave 3 hours before they close, whichever requires the least amount of time off.

Section 3. BLOOD DONATION: Employees participating in Coast Guard sponsored blood donor programs will be excused, with no loss of pay or benefits to donate blood. A reasonable recuperation period up to a maximum of four (4) hours will be allowed directly after donating blood. Upon recuperation, the Employee will be expected to return to duty.

unless competent medical personnel determines the Employee should be excused from duty. In such cases, the Employee or sponsor must notify the immediate Supervisor or designee. Proof of blood donation and/or medical determination may be required.

Section 4. WEATHER CONDITIONS: The Employer shall consider granting administrative leave under certain circumstances such as extreme weather conditions and disasters such as fires, floods, or hurricanes.

Section 5. COURT LEAVE: As provided by law, an Employee may be granted court leave. When absent on court leave, the Employee shall furnish a certificate from the Clerk of Court showing that he was present for the hours involved on:

(a) Jury duty in the State, District of Columbia, or Federal Courts; or

(b) When summoned to appear as a witness in a judicial proceeding on behalf of a State or Local Government, Government of the United States, or the District of Columbia.

The Employee shall turn in to the Coast Guard the fee received for such service and will receive his regular compensation. An Employee called for jury duty will promptly notify his Supervisor so that arrangements for the Employee's absence may be made.

Section 6. MILITARY LEAVE: Employees who are members of the National Guard or Reserves will be granted fifteen (15) calendar days of military leave per fiscal year. Employees should request military leave in advance to allow their Supervisors to accommodate their absences. An Employee must provide a copy of their military orders. Upon return from Military leave, an Employee must provide official evidence they performed military duty. This documentation must be provided to the Supervisor to give to the time and attendance clerk to support the military leave charge. Military leave is charged for only those days an Employee is in a military duty status.

## **ARTICLE 15 HOURS OF WORK**

Section 1. The hours of work of Unit Employees shall be governed by applicable law, regulation, and local instruction. Normally, any general change in working hours will be publicized at least 30 days in advance and negotiated with the Union.

Section 2. Standard work hours for ISC Portsmouth will be 0730-1600 his, Monday through Friday, with a 30-minute nonpaid lunch break between 1100 -1300 his.

Section 3. Employees will have two (2) paid 15 minute breaks, one in the morning and one in the afternoon. It is understood that breaks enhance the efficiency of employees, should not interfere with productive work, and should not be taken in a manner which would delay production. Breaks are not carried over to the next scheduled break, lunch period, end of shift, or next day. The 15 minute period includes travel time to and from break site.

Section 4. The Employer agrees that working in the Command may create unusual problems due to safety, cleanliness, and the security of tools. In this regard, the Employer will permit Employees adequate time prior to their lunch periods and prior to the end of the shift to clean up and put away tools and materials. It is understood that what constitutes adequate time will be mutually agreed to by the Supervisor and Employee.

Section 5. The Employer agrees that changes in hours of work or shift changes will not be used as a means to avoid payment of overtime.

Section 6. Any Employee required to work a shift other than day shift, shall be paid appropriate shift differentials in accordance with applicable laws, regulations, and this Agreement.

Section 7. Any Employee required to work on a holiday will be paid in accordance with applicable laws and regulations.

Section 8. It is understood that each Employee shall report to work, and be ready to work, at the scheduled starting time of his shift. If an Employee is required by Management to perform any work or duty either before or after his regular shift hours, he shall be compensated at the appropriate rate of pay for such work or duty.

Section 9. Alternate Work Schedules may be authorized by the Division Chiefs where it

can be accommodated without adversely impacting the units ability to fully support mission accomplishments. To these ends the following AWS options are authorized to be used:

a. Regular Flex Time: 8-hour workday, five days per week; daily 30-minute nonpaid lunch between 1 100 and 1300 required. Employees may select a start time between 0700 and 0900 on a fixed basis, subject to approval of the Supervisor and the Division Chief.

b. 5-4-9 Compressed Work Schedule: In each two week pay period, the Employee works eight nine hour workdays and one eight hour workday with a 30-minute nonpaid lunch break between 1100 and 1300 required and one Regular Day Off (RDO), subject to approval of the Supervisor and the Division Chief.

Supervisors may direct changes in the work schedule, including changes to the RDO, on a temporary or permanent basis to meet the needs of the work unit regardless of the cause (e.g., workload, leave schedules, emergencies, etc.). Primary emphasis must be placed on operational and Management requirements and the most efficient use of personnel and facilities. Work schedules will not be changed arbitrarily and, insofar as possible, Employees will be given at least one **weeks** notice before a change.

Adjustments in work schedules will not be used to circumvent the payment of overtime to eligible Employees.

The above AWS schedules shall be accomplished in accordance with the local AWS instruction, INTSUPRCONIVA rNST 5330.1. The Deputy Commander shall periodically (at minimum, annually) review the impacts of Alternate Work Schedules on the unit's ability to accomplish its missions. An Employee may obtain a copy of this instruction from his Supervisor, or Union Representative.

## **ARTICLE 16 HOLIDAYS**

Section 1. All days designated by law, regulation, or Executive Order as Federal holidays will normally be observed by the Command as non workdays except where mission requirements dictate otherwise as determined by the Employer. Holidays falling on Employees non workdays will be observed in accordance with applicable regulations.

Section 2. Pay for work on Federal holidays will be done in accordance with applicable laws, rules, and regulations.

Section 3. In accordance with applicable laws, rules, and regulations, management agrees that work normally will not be scheduled on observed Federal holidays, except that which is necessary to meet mission requirements. Management further agrees to advise the Union, upon request, of the reason(s) for requiring employee(s) to work on a Federal holiday.

## **ARTICLE 17 OVERTIME**

Section 1. Overtime work shall be paid at the rate prescribed by law and regulations.

Section 2. The Employer agrees that overtime work will be distributed as fairly and equitably as possible from among qualified Unit Employees. Each Supervisor will maintain records of overtime worked or declined. This record will be made available to the union upon request.

Section 3. The Employer shall give as much advanced notice as administratively possible but normally shall be no later than Thursday for weekend overtime, and for overtime extending the workday, at least two (2) hours notice **will** given prior to the end of the normal work shift. The Employer reserves the right to assign overtime without advance notice in order to meet emergency mission requirements.

Section 4. Employees required to work beyond their normal shift hours when such was not previously scheduled will be allowed to use activity telephones to call their homes to inform their families of such requirements. Overtime shall be paid in increments of fifteen (15) minutes for all hours where an Employee is required to perform work or duty outside of his regularly scheduled shift hours.

Section 5. Any Employee required to work beyond normal shift hours where notification was not provided on the previous workday, and where the Employee is a participant in a carpool and no other means of noncommercial transportation is available, shall be provided transportation to his home by the Employer.

Section 6. It is understood that if an Employee is directed by the Employer to report to a designated location for duty at a specific time prior or subsequent to their regular shift hours, such duty shall be compensable in accordance with the pay statutes.

Section 7. It is agreed that when a Wage Board Employee is called back to duty, the Employee will be compensated no less than two hours, as specified in 5 CFR 532.503(c).

Section 8. The Employer agrees to relieve an Employee from an overtime assignment where such assignment conflicts with the observance of a religious holiday or ceremony associated with the religious faith of the Employee and where such excusal would not adversely affect the work schedule and/or accomplishment of the mission.

## **ARTICLE 18 ENVIRONMENTAL DIFFERENTIAL**

Section 1. It shall be the policy of the Employer to eliminate or reduce to the lowest possible level, all hazards, physical hardships, and working conditions of an unusual nature. When such actions do not overcome the unusual nature of the hazards, physical hardships, or working conditions, an environmental differential will be warranted.

Section 2. The Employer agrees to pay the environmental differential in accordance with all laws, rules, and regulations.

Section 3. An environmental differential shall be paid to Employees within the Unit when performing work covered by 5 CFR 532.511, Appendix A.

Section 4. Employees will be notified when assigned work for which environmental differential pay is indicated. In the absence of such notification, for types of work where an environmental differential may be indicated, the Employer will notify the affected Employee that such pay is not approved.

However, if at any time during a job assignment an Employee believes that such pay is warranted, the Employee shall call the matter to the attention of their Supervisor as soon as possible. The Supervisor, if uncertain concerning the applicability of the pay will seek help from appropriate officials concerning the pay determination.

The Employee shall have the right to Union representation when disputes arise between Employee and Supervisor under the negotiated grievance procedure. If the appropriate official designated to make a determination on payment of environmental differential denies payment, a grievance may be filed at the second step of the negotiated grievance procedure.

## **ARTICLE 19 TRAINING**

Section 1. The Parties believe 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.

Section 2. The Employer will seek to develop a well trained workforce consistent with operational needs, available funds, resources, and time. Pursuant to this objective, Employees may request training they believe is appropriate and beneficial to the organization. Training will be provided or funded by the Employer based on operational needs (including training to remedy performance deficiencies) and available resources as determined by the Employer. Training will not be used as a reward or punishment.

Section 3. Selection of Unit Employee(s) for training-will be based upon official necessity, qualification of the eligible Employee(s), granted fairly and equitably, and without regards to sex, race, religion, national origin, or membership or non-membership in the Union. Whenever possible, training will be announced by having a notice of the training posted on the Command's administrative bulletin boards.

## **ARTICLE 20 SELF DEVELOPMENT**

Section 1. Management and the Union recognize the benefits which the U.S. Coast Guard Integrated Support Command derive by encouraging Unit Employees to pursue self development. Such policies motivate Employees to bring out their full talents and work toward objectives common to the Commands needs and the Employees' interests. These efforts are primarily supported by the Employee and engaged in on his own time, for the purpose of becoming more competent in his line of work or trade. Management

agrees that Employees may have access to information on self development opportunities.

Section 2. Within budgetary limitations, Employees desiring to attend non Employer sponsored training or other development opportunities outside of their normal duty hours may request training and assistance through controlling regulations. Such training or development opportunities must be directly related to the Employee's position and in compliance with controlling regulations and the Employee is responsible for demonstrating that his attendance is in the best interest of the Employer.

## **ARTICLE 21 SAFETY AND HEALTH**

Section 1. The Employer and the Union recognize that the safety and health of Unit Employees is a vital element in the Command's overall mission. To this end, the Employer agrees to provide Employees a safe and healthy work environment and to maintain safe working conditions while encouraging Employees to work in a safe manner. The Union agrees to cooperate with the Employer in achieving this goal. The Employer further recognizes that the Union has a responsibility to vigorously pursue safety matters in an effort to resolve those matters in an expedient manner.

The Employer further recognizes that it has a responsibility found in Executive Order 12196 and Section 19 of the Occupational Safety and Health Act. In applying the provisions of this Act, the Employer will consider these provisions as a minimum, and strictly adhere to all applicable requirements of the Act and pursue the elimination of safety and health matters.

Section 2. The Employer and the Union agree that there shall be a Safety Board. The Safety Board will normally meet no less than once a month.

The Union will be authorized a representative to serve as a member of the Safety Board, with no loss of pay, and the Union will be authorized to present to the Safety Board problems for discussion and resolution. The Union representative of the Safety Board will receive the same training as that provided the non-safety representatives on the Board to fulfill their Safety Board responsibilities.

The Safety Board will recommend action to correct unsafe working conditions and practices. If any safety discrepancy cannot be resolved by the Command, the Parties agree that an inspection may be requested by the Occupational Safety and Health Administration.

The names of safety and health officials and members of the Safety Board shall be publicized throughout the Integrated Support Command Portsmouth.

Section 3. The Employer agrees to furnish adequate lights, heat, ventilation, shower and wash-up facilities, toilet facilities, locker space, and drinking water. All toilets, wash rooms and locker rooms shall be kept clean and in sanitary condition, with soap, towels, and hot water provided for the use of the Employees. It is agreed that the Employer and Employees share in the responsibilities for maintaining good housekeeping procedures and safe working conditions.

Section 4. No Employee shall be required to work on or about machinery or areas where conditions exist that are unsafe or unhealthy without proper safety precautions, protective equipment, and/or safety devices. The Employer will ensure appropriate safety precautions are taken when Employees are engaged in work which is potentially hazardous or in isolated work areas. Employees are encouraged to make oral reports to Supervisors as the most prompt and effective method of hazard identification.

Supervisors are responsible for investigating any alleged hazard reported to them and, if valid, for having the hazard corrected. Employees or the Union may also submit written notices of suspected unsafe or unhealthful conditions in the workplace by completing Form CG--4903 and submitting to the Safety Officer. Upon receipt of a CG--4903, or other personnel notice, the Safety Officer will investigate the reported condition and respond to the Employee(s) and the Union within 24 hours for reports of imminent danger conditions, within three (3) working days for other than serious conditions.

However, an inspection may not be necessary if, through normal management action and prompt notification of personnel, the hazardous condition(s) identified can be abated immediately. Suspected imminent danger situations should be reported by telephone and followed up in writing. If the matter remains unresolved to the satisfaction of the

Employee, and/or the Union, the matter may be promptly referred to second step of the grievance procedure.

Section 5. The Union shall have the freedom to pursue alleged safety violations and non compliance with the Act through the OSHA reporting procedures in an effort to ensure the enforcement of safety and health as a priority at the Command. It is understood that complaints that involve eminent danger type hazards, can be referred directly to the Occupational Safety and Health Administration. However, the Union should inform the Employer prior to any request for an OSHA visit/inspection.

When an on site investigation, regarding the Detachment's compliance with Section 19 of the Occupational Safety and Health Act affecting working conditions of Unit Employees, is conducted by a non detachment authority, the Union will be permitted to accompany the inspector on any investigations that relate to the safe working conditions of Unit Employees. During any safety inspections or discussions, it is agreed that the designated representative(s) of the Union shall suffer no loss of pay or benefits.

Management further agrees to submit local changes in Command safety regulations that affect working conditions of Unit Employees required by the act or higher authority to the Union for review, comment, and/or I&I Bargaining in accordance with the law.

Section 6. The Employer agrees to provide all protective clothing and equipment which has been determined by the Employer to be necessary for the safe performance of the assigned work.

Coveralls shall not be considered to be safety equipment as specified above, except for Employees engaged in spray painting operations, sandblasting operations, removal and replacement of fiberglass and asbestos. Coveralls will not be provided to Employees who are not performing work specified here. The Safety Board may, at its discretion, recommend new protective clothing and equipment and/or modifications to existing equipment, for consideration by the Employer.

Section 7. Management will furnish the Union with reports of lost time accidents and job related health illnesses as requested. Management will furnish a listing of all occupational injuries and illnesses as requested.

Management further agrees to furnish, all information concerning alleged hazardous materials used in the Command or other designated work sites. The Employer will make reports of all occupational and safety accidents that occur during the life of this Agreement available to the Union for review upon request. The Union will be provided copies on a case by case basis upon request when such information is relevant and necessary to the Union's representation duties.

Section 8. All new Employees will receive a safety indoctrination upon entry to the work force. They will be advised of the general safety requirements and also specific safe work practices and procedures of their work area.

Section 9. The Employer will furnish or procure transportation for Unit Employees who are injured or become ill while on the U. S. Coast Guard Integrated Support Command Portsmouth, when in the opinion of the Support Command Portsmouth medical officer, or his designee, it might jeopardize the Employees health or physical welfare to proceed without assistance to his home or an appropriate medical facility.

Section 10. No Employee shall be discriminated against in any way for reporting safety and health conditions which they feel to be hazardous to their health or, the health of others.

Section 11. Unit Employees are encouraged to support efforts to ensure timely completion of jobs, to increase productivity, to promote regular attendance, to improve the quality of workmanship, to eliminate unsafe working habits and to prevent accidents and to safeguard personal safety equipment/clothing and government property provided by the Employer.

## **ARTICLE 22 EMERGENCY MEDICAL SERVICES**

Section 1. The Employer will make every reasonable effort to provide and maintain safe working conditions.

Section 2. The Command will work towards having a medical transportation van stationed on or as near as the Command as possible.

Section 3. To enhance Medical Service, all Unit Employees shall be advised of the proper procedures to contact assistance for an ambulance, to include information to be given to the dispatcher and telephone numbers for emergency services.

Section 4. Military Health Services Technicians are assigned to ISC Portsmouth. First aid and CPR training will be provided to unit employees as deemed necessary by the Command. The ISC medical support staff will respond to medical emergencies occurring on board the Command as necessary. Once a person is considered stabilized by medical professionals, they will be transported to a medical care provider.

Section 5. Any Employee who is required to attend training in CPR or other emergency medical functions shall do so in a work status with no charge to leave or loss of pay.

### **ARTICLE 23**

#### **THE IMPACT OF REALIGNMENT OF WORK FORCE OR TECHNOLOGICAL CHANGES**

Section 1. Whenever Unit Employees are adversely affected by the impact of realignment of the work force or technological changes require the use of a position rating which will utilize the skills of more than one (1) craft or trade, the Employer will, to the maximum extent feasible, train Employees from trades affected for the new rating.

Section 2. When Unit Employees are adversely affected by the impact of realignment of the work force or technological changes, the Employees will be placed in other vacant positions for which they are qualified and to which they are entitled by current regulations, where possible.

Section 3. Bargaining Unit Employees will be provided with the opportunity to be trained on new equipment resulting from technological changes if training is necessary to operate the new equipment.

Section 4. As part of any restructuring effort, the Employer will consider available options, including the possibility of the reassignment or retraining of bargaining unit employees. The Employer and the Union recognize the responsibility to promote effective and efficient work operations. Realignment or restructuring decisions will be made utilizing effectiveness and efficiency as determining factors.

Section 5. Current regulations governing position changes, promotions, demotions, or reduction-in-force shall be followed whenever a realignment of the workforce occurs.

### **ARTICLE 24 JOB DESCRIPTION**

Section 1. The program for determining the classification of positions in the Unit will, be conducted in accordance with Title 5, 5 CFR, and OPM authorized classification standards to ensure that job descriptions properly reflect the work currently being performed by Employees in the Unit.

Section 2. The Employer agrees that Unit Employees shall have a copy of the job description of the position to which they are permanently assigned. The Union recognizes that Management may, upon occasion, ask personnel to conduct an audit of a position to verify its accuracy.

Section 3. If a Unit Employee believes that his position description does not accurately describe the duties being performed and questions the accuracy or the inclusion or exclusion of a major duty or responsibility, he has the right to request that the work assignments be reviewed by the Supervisor. If a satisfactory resolution of the Employee's concern is not reached with his Supervisor, the Employee may initiate a grievance at the second step of the negotiated grievance procedure. The grievance will state the reason that Employee feels the job description does not properly describe the duties being performed.

Section 4. If an Employee believes that his position is misclassified, he has the right to request that the work assignments be reviewed by the Supervisor. The Supervisor may then request CGPC-cpm to review the Employee's position. The classification staff of the CGPC-cpm will conduct such reviews and initiate any corrective action as determined appropriate. CGPC-cpm will notify the Employee of the classification appeal rights if the Employee is not satisfied with the results.

Section 5. A Unit Employee whose grade or pay is adversely affected by a change in the

duties assigned in the position description or a change in classification standards is guaranteed appeal rights under 5 CFR Chapters 511 and 532. An employee of the Unit may file a classification appeal after pursuing the matter through Sections 3 & 4 concerning the title, series, and grade level assigned to his position.

Section 6. A Unit Employees whose position is reclassified to a lower grade which is based on a classification decision is entitled to a written notice.

Section 7. When the term, "other duties as assigned" or its equivalent is used in a position description, the term usually means tasks of an incidental nature. It is understood that this language does not preclude Management from assigning unrelated work to Employees in instances where it becomes necessary to do so. Employees are expected to maintain their work areas in good order and participate in general shop or office clean up as needed or scheduled. This type of work may not be described in position descriptions, but is expected in the normal course of daily work.

Section 8. Reasonable efforts will be made to assure equitable distribution of menial and dirty tasks among employees possessing the same grade and job qualifications in a work segment reporting to the same Supervisor.

## **ARTICLE 25 OFFICIAL PERSONNEL RECORDS AND MEDICAL INFORMATION**

Section 1. An Employee, upon request, will be permitted to review his official personnel records and medical information in accordance with applicable regulations. The Union, when designated by the Employee in writing, will be permitted to review the Employee's official personnel records and medical information in accordance with applicable regulations.

Employees are expected to make an appointment to review these records and the request will normally be honored within ten (10) workdays after received. However, if the Employee is assigned work in a remote area, he will be permitted to review the records within the above time limit upon return to the Command.

Section 2. The Employer recognizes the benefit to both the Employer and the Employee of having accurate and timely information in Employees' Official Personnel Folders. Therefore, Employees shall be permitted the right to update their personnel records at any time by submitting updated information through the Command Staff Advisor who will acknowledge receipt.

For purposes of a reduction in force, Employees may submit such information up to the cutoff date specified, prior to the reduction in force.

## **ARTICLE 26 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 attempt if possible, informal resolution of any issue(s) prompting either Party to file a ULP charge

Section 2. The Parties understand and agree that the filing of ULP charges or the threatening to file ULP charges are serious matters with respect to labor-management relations. Therefore, the Parties agree that prior to filing any ULP charge with the Federal Labor Relations Authority, the charging Party will notify the other in writing, or by a copy of the proposed charge. In order that efforts may be made to resolve the problem, within ten (10) workdays of the notification, a meeting may be held with the charging Party to attempt resolution.

Section 3. Charges against the Employer will be referred to the Commander, U.S. Coast Guard Integrated Support Command, Portsmouth, Virginia. Charges against the Union will be referred to the President, Tidewater Virginia Federal Employees Metal Trades Council, AFL-CIO.

## **ARTICLE 27 DISCIPLINARY ACTIONS**

Section 1. Disciplinary actions will be taken for such cause as will promote the efficiency of the service in accordance with applicable Commandant Instruction. The primary objective of discipline is to correct an Employee's conduct and/or performance while maintaining high productivity, discipline, and morale among all Employees. Accordingly, it is the policy of the Coast Guard to impose the minimum remedy that can reasonably be expected to meet this objective. Only when prior warning, disciplinary, or adverse action

has failed to correct an offending Employee, or when an Employee has committed a particularly serious first offense may removal/termination action be taken. All actions will be taken without regard to race, religion, sex, color, national origin, age, political affiliation, physical or mental handicap, or marital status. In addition, actions will not be taken against an employee on the basis of any prohibited personnel practice (5 United States Code (U.S.C.) 2302).

For the purpose of this Agreement the term "disciplinary action" means:

- a. Letters of reprimand;
- b. Suspensions of fourteen days or less;
- c. Oral and Written Admonishments: and
- d. Letters of Caution or Leave Requirement

Section 2. A preaction investigation should be made by Management prior to initiating a disciplinary action against an Employee. (A preaction investigation may not apply to Section 1 c and d.) This investigation will normally include a private discussion with the Employee. If an Employee requests a Steward to be present during this investigative discussion, the Supervisor or Management official will immediately stop discussion and allow the Employee a reasonable amount of time to obtain Union representation.

Section 3. Disciplinary actions should be taken in a timely fashion in order to correct the offending Employee(s) and to maintain morale among Employees. Letters of reprimand and notices of proposed suspension will be issued as soon as possible after the investigative discussion is completed.

Section 4. An Employee for whom a suspension of 14 days or less is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. Seven (7) workdays to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. Be represented by the Union or other representative of the Employee's choice.
- d. A written decision informing the Employee that only the reasons specified in the advance written notice of proposed action, and any amendments thereto, were considered which shall include the specific reasons for the decision and the Employee's grievance rights.

The decision should be issued to the Employee as soon as possible after receipt of the of the Employee's reply or the expiration of the response period. Employees will be notified of any significant delays in issuing the decision.

Section 5. Grievances pertaining to disciplinary actions can only be processed through the Negotiated Grievance Procedure in accordance with Article 29 of this Agreement.

## **ARTICLE 28 ADVERSE ACTIONS**

Section 1.

a. Under regulations prescribed by the Office of Personnel Management (OPM) and Coast Guard Instructions, an Agency may take adverse action against an Employee only for such cause as will promote the efficiency of the service. Any such action taken against an Employee also must meet all statutory requirements imposed by 5 USC 7511 and 5 CFR 752.401, COMDTINST bi12750, and the terms and conditions of this Agreement.

b. The term "adverse action" as used in this Agreement has the same meaning and application to Employees as provided in 5 USC, Sections 7511 and 7512, as amended by Public Law 95-454; and, except as otherwise provided in Section 7512, includes the following actions:

1. Removal
2. Suspension of more than 14 days; 3. Reduction in grade;

4. Reduction in pay;

5. Furloughs of 30 days or less.

c. These adverse action procedures apply only to those Employees in the Unit who are in the competitive service and not serving a probationary or trial period under an initial appointment or who have completed one (1) year of current continuous employment under other than a temporary appointment.

Section 2. An Employee against whom an adverse action is proposed is entitled by Statute to at least 30 calendar 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, or for other reasons authorized by 5 USC 7513 (b), regulations of OPNI, and Coast Guard Instruction). The written notice must state the reasons and charges for the proposed action, advise the Employee of his right to answer orally and/or in writing to the Deciding Official within ten (10) workdays (seven (7) calendar days when the crime provision is invoked); and advise the Employee of his right to be represented by a Union representative or a representative of his choice.

Section 3. During investigative meetings relative to an adverse action, the Union has the right to be present at any examination of an Employee by a representative of the Employer in connection with an investigation IF the Employee reasonably believes that the examination may result in adverse action against the Employee AND the Employee requests representation.

Section 4. Adverse actions may be grieved through the negotiated grievance procedure (beginning at the second or third step as appropriate) or appealed to the Merit Systems Protection Board (MSPB), but not both. Once a written appeal is initiated under either procedure, the election may not be changed. The Union may represent a Unit Employee in processing an adverse action appeal either through Article 29 of this Agreement or to the Merit System Protection Board. In grieving or appealing suspensions under the arbitration procedure, the first day of the suspension is the effective date.

#### **ARTICLE 29 GRIEVANCE PROCEDURE**

Section 1. It is the intent of Management and Union that all Unit Employees be given full consideration of their grievances arising out of conditions of employment with the Command. In this regard it is intended that Management and the Union will recognize and exercise their respective responsibilities to resolve these grievances and other disputes that arise between the Parties at the lowest possible level. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance, complaint, or appeal shall not be construed as reflecting unfavorably on an Employee's good standing, his performance, or his loyalty or desirability to the Command.

Section 2. This grievance procedure is the exclusive procedure available to the Parties for resolving grievances. It is the intent of the Parties that this grievance procedure provides a means for resolving matters arising out of Employees' conditions of employment. A grievance shall be submitted within ten (10) workdays of the date of the act or occurrence giving rise to the grievance, or within ten (10) workdays of the date the grieving Party could be reasonably expected to have become aware of the act or occurrence. Only the Union may represent an Employee in processing a matter through this procedure. The Employee may have a reasonable amount of official time during normal hours for the presentation of a grievance, but not for preparation.

(a) Under provisions of 5 USC 7103 a grievance means, any complaint:

(1) By any Employee concerning any matter relating to the employment of the Employee.

(2) By the Union concerning any matter relating to the employment of any Employee; or

(3) By an Employee, group of Employees, the Union, or Employer concerning:

(a) The effect or interpretation, breach, or claim of breach, of the collective bargaining Agreement; or

(b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

(b) Excluded from this procedure are:

- (1) Any claimed violation of matters relating to prohibited political activities;
- (2) Retirement, life insurance, or health insurance issues;
- (3) A suspension or removal under 5 USC 7532;
- (4) Any examination, certification, or appointment for Federal employment;
- (5) The classification of any position which does not result in the reduction in grade or pay of an Employee;
- (6) Non selection from a group of properly ranked and certified candidates;
- (7) Separation for failure to satisfactorily complete a trial or probationary period;
- (8) Termination of a temporary promotion;
- (9) Any letter of proposed disciplinary action;
- (10) Reduction in force actions;
- (11) EEO complaints or allegations of discrimination;
- (12) Any action taken pursuant to 5 USC 1204; and
- (13) Any other matters specifically excluded by law or regulation or this agreement.

Section 3. An aggrieved Employee affected by a removal or reduction in grade based on unacceptable performance, or other adverse actions (i.e.; suspensions of 15 days or more, grade reductions, pay reduction, and furloughs of 30 days or less) may at his option raise the matter under a statutory appellate procedure or the Negotiated Grievance Procedure, but not both. For the purpose of this section and pursuant to 5 USC 7121(e)(1), an Employee shall be deemed to have exercised his option under this section only when the Employee files a timely notice of appeal under the appellant procedure or files a timely grievance in writing under this Negotiated Grievance Procedure, whichever event occurs first.

#### Section 4.

(a) Grievances may be initiated by Employees covered by this Agreement and/or the Union representative or by the EMPLOYER.

(b) An employee using this procedure will be represented either by a UNION representative, or will present the grievance without benefit of representation. The following conditions apply to those grievances submitted by Employees who elect not to have UNION representation:

- (1) the Employee must represent himself;
- (2) the decision rendered in connection with the grievance shall not be inconsistent with the terms of this agreement; and
- (3) the UNION shall be advised of the grievance and provided the opportunity to be present during any grievance adjustment.

(c) Normally an Employee presenting a grievance will be represented by the local Council representative at the meeting where the grievance is presented, or any subsequent grievance meetings.

Section 5. Grievances to which this Article applies, shall be processed in the following manner:

#### Step I Informal Step:

(a) An aggrieved Employee and the Union representative (if elected), shall first informally take up any grievance with the immediate Supervisor, within ten (10) workdays following the occurrence of the matter giving rise to the grievance. If the grievance is not under the administrative control of the Supervisor, the Supervisor will seek appropriate resolution

and provide an oral reply to the grievant. The Employee may be accompanied by the Union representative. At the informal step, the immediate Supervisor shall have five (5) workdays to answer the Employee orally granting or denying the grievance.

Step 2:

(b) If the grievance is not resolved at the informal level it will be filed in writing at Step 2.

(a) If the grievance or dispute is not resolved by immediate Supervisor at Step 1 the aggrieved Employee or Union representative shall submit the grievance to the Division Chief or designee within five (5) workdays following the informal answer. The grievance shall be in writing on the form agreed to herein (Attachment 1). The grievance will identify the issues including the pertinent articles and sections of the agreement and/or regulations if any, the date of the informal meeting, and the corrective action desired.

(b) The Division Chief or designee will normally meet with the aggrieved Employee and the Union representative (if elected), within ten (10) workdays of receipt of the grievance for the purpose of attempting to resolve the grievance. The Division Chief or designee may conduct an investigation as deemed necessary to ascertain additional facts in the case, or meet and discuss the grievance with the Employee and representative. The Division Chief or designee shall give a written decision within fifteen (15) workdays after receipt of the grievance responding to matters raised in the grievance.

Step 3:

(a) If a satisfactory settlement is not reached in the Step 2 decision, the written grievance will be forwarded to the Commander, U.S. Coast Guard Integrated Support Command within five (5) workdays after receipt of the Step 2 decision. Issues not discussed at Step 2 will not be considered.

(b) The Commander or designee, within ten (10) workdays after receipt of the grievance, will normally meet with the aggrieved Employee and the Union representative (if elected), and conduct a meeting on the grievance. The Commander or designee shall render a written decision within ten (10) workdays after the receipt of the grievance responding to the matters raised in the grievance. A copy of the decision will be attached to the grievance and forwarded to the Union representative and the Employee.

(c) If a satisfactory settlement is not reached at Step 3, Union or Management may submit the grievance to arbitration. The Party will make its election by serving written notice on the other Party within twenty (20) workdays of the Step 3 decision.

Section 6. Grievances over formal disciplinary/adverse actions (i.e., reprimands, suspensions, removals, etc.) or performance ratings will skip the informal step and proceed to Step 2.

Section 7. Whenever either Party to this Agreement believes that the Agreement has been violated, misinterpreted, or misapplied it shall so notify the other Party in writing within ten (10) workdays. When such notice has been given, the Parties shall meet within five workdays to discuss the matter and seek informal resolution. When agreement cannot be reached at such meeting, the grieving Party may, within ten workdays, submit a formal written grievance to the other Party. The written grievance shall specify the occurrence or condition giving rise to the grievance, the section(s) of the Agreement involved, and the remedy sought. The Party receiving the written grievance shall respond within ten workdays. If the matter is still not resolved to the satisfaction of the grieving Party, it may be submitted to arbitration within twenty (20) workdays.

Section 8. The local Steward or representative of an affiliated local Union may participate in a grievance meeting conducted at Step 3, or arbitration hearing, provided such participation does not result in any cost to Management.

Section 9. Failure of Management to meet the time limits prescribed in this Article shall permit the Employee, or the Union, to move the grievance to the next step of the procedure. Failure of the Employee or the Union to meet the time limits prescribed in this Agreement shall constitute withdrawal and termination of the grievance. Termination of said grievance, shall have no bearing on future grievances of a similar nature. Extensions of time limits in this Agreement may be mutually agreed upon by the Parties.

Section 10. In the event either Party should declare a grievance non-grievance, the original grievance shall be considered amended to include the issue. Questions of grievability may be raised by the Employer at any step of the grievance procedure for appropriate resolution.

Section 11. In the case(s) of identical grievances involving a group of Employees affected by an incident that personally affects them as a group, other than grievances concerning disciplinary action, one Employee's grievance shall be selected by the Union for processing and all decisions for that grievance will be binding on the other grievances. The grievance selected for processing will be amended to include the names of all grievances.

### **ARTICLE 30 ARBITRATION**

Section 1. The purpose of this Agreement is to provide for binding arbitration of unresolved grievances. If Management and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written notice by either party, after receipt of the final decision, may be submitted to arbitration. Only those issues not resolved in the grievance will be submitted to arbitration. If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each Party shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard. Arbitration shall be invoked only by Management or the Union.

Section 2. Grievability or arbitrability disputes may be referred to an arbitrator for resolution under this Article. The arbitrator shall decide the grievability or arbitrability issue first, before bearing the merits of the case. If the dispute is found to be grievable/arbitrable, the arbitrator will be authorized to decide any remaining issue(s) in the original dispute. This provision expects that the hearing on both questions shall be heard by the same arbitrator selected.

Section 3. The Party who desires to initiate arbitration on a grievance shall notify the other Party, in writing, of its intent. The notice must be served within twenty (20) workdays of receipt of the final decision on the grievance. Within ten (10) workdays of the service of an arbitration notice, the Parties will meet to select an arbitrator. If an arbitrator cannot be mutually agreed to, the Parties will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) impartial persons qualified to serve as arbitrators. The Parties shall meet within ten (10) workdays after receipt of such list. If the Parties cannot then mutually agree upon one (1) of the listed arbitrators, each Party will alternately strike one arbitrator from the list and shall repeat the procedure. The remaining listed person shall be selected as the arbitrator for the case. To the maximum extent possible the Parties will agree to a mutually acceptable date for the hearing which will be held within ninety (90) days of the arbitrator's selection. The Parties may mutually agree to extend any of the above time limits.

Section 4. The arbitrators fees and expenses shall be borne equally by the Parties. Management will furnish adequate facilities for the arbitration hearing. The Parties retain the right to obtain a verbatim transcript of the hearing. The Party requesting the transcript will pay the cost involved. However, should both Parties decide they want a transcript the cost will be shared equally between them.

Section 5. Arbitration hearings shall be conducted only during day shift hours, Monday through Friday, except on holidays, at ISC Portsmouth. No overtime or compensatory time will be authorized for attendance at these hearings. Aggrieved employee(s) and witnesses shall be excused from duty to participate in an arbitration proceeding without loss of pay or leave, if currently in a duty status. The Union and Management shall have the right to call relevant witnesses to testify at the arbitration hearing. Normally, the Parties will exchange a list of witnesses to be called at least ten (10) workdays prior to the hearing. Both Parties will exercise good faith and due diligence in locating witnesses in time to meet the deadline for witness list exchange.

Section 6. The arbitrator will be requested to render an opinion and award to the Union and Management, as quickly as possible, no later than 30 calendar days after the conclusion of the hearing. Arbitrators shall have no power to add to, subtract from, or modify any of the terms of this Agreement; such right is invested in the contracting Parties only.

Section 7. Either Party to this Agreement may file exceptions to an arbitrator's award under regulations prescribed by the Federal Labor Relations Authority for this purpose.

Section 8. Should either Party refuse to participate in the arbitration process, the other Party may present the case to an arbitrator, who shall have the authority to render a decision.

Section 9. If mutually agreeable, the Parties' representatives shall meet prior to the arbitration hearing to attempt to come to a mutual agreement on any stipulations of facts and exhibits concerning the matter being arbitrated.

## **ARTICLE 31 CONTRACTING OUT**

Section 1. It is understood that the Employer retains the right to contract out work of the unit and transfer work within the Command. It is agreed that Management will notify the Council prior to contracting out or transferring Unit work to a private contractor which would result in a reduction of unit career or career conditional Employees.

Section 2. Management is not responsible for notifying the Union of work outside the ISC Commanding Officer's purview or when there is no adverse impact on the Bargaining Unit. This section does not apply to contracting out through OMB Circular A-76.

Section 3. Prior to contracting out of any Bargaining Unit work, the Employer agrees to comply with all controlling regulations. Furthermore, the Employer agrees to negotiate with the Union on all issues afforded them under the Statute and Executive Order 12871 regarding contracting out under A-76.

Section 4. Management will take action, to the extent practicable, to minimize the impact on Employees adversely affected by a decision to contract out Bargaining Unit work to the extent not prohibited by applicable laws, rules or regulations. The Union may request impact and implementation bargaining.

Section 5. When a management determination is made to contract out Bargaining Unit work, which may have an adverse impact of the Bargaining Unit Employees, Management will comply with OMB Circular A-76 and controlling regulations and laws.

## **ARTICLE 32 DURATION AND CHANGES**

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 Commandant, U.S. Coast Guard through procedures provided for that purpose. This Agreement shall terminate immediately at any time the Union is no longer entitled to exclusive recognition for the present Unit under Title VII., Public Law 95-454.

Either party to this Agreement will give written notice to the other Party, during a window period 90-120 calendar days prior to the expiration date of this Agreement of the party's desire to negotiate a new agreement. If either Party desires to negotiate a new Agreement, the Parties shall develop ground rules to negotiate a new agreement and shall commence negotiations within a mutually agreed to time frame. If neither Party serves notice to renegotiate the Agreement, the Agreement will be renewed for one (1) year periods, subject to other, provisions of this article.

Section 2. This Agreement is subject to opening only as follows:

(a) Amendment(s) may be required because of changes made in applicable laws, Executive Order, or regulations required by Title VII, PL 95-454 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.

(b) Amendments may be made by mutual consent of the parties after this Agreement has been in effect for six (6) months. Requests for such amendments must be submitted in writing and include the proposed amendment(s). The Parties shall meet within fourteen (14) days after receipt of such notice to negotiate on amendments to the Agreement. No changes shall be considered except those bearing directly on the matter(s) agreed to be opened by the Parties.

(c) Amendment(s) or change(s) agreed to under paragraphs 2a and 2b above will become effective when ratified by the Union and approved by the Commandant. U.S. Coast Guard procedures provided for that purpose.

Section 3. No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any Employee or group of Employees with Management, and in no case shall 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 4. The waiver or any breach or condition of this Agreement by either Party shall not constitute a precedent in the future enforcement of all the terms and conditions hereto.

Section 5. 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. When such Memoranda of Understanding are negotiated they must bear the signature of the President of the Council, and the Commander, ISC Portsmouth, or their appointed designees.

Section 6. Any amendment(s) to this Agreement which are agreed to and approved under conditions of this agreement will be promptly reproduced and distributed by Management to Management and Union representatives and to Employees in the Unit.

**ARTICLE 33 DISTRIBUTION OF THE AGREEMENT**

Section 1. The Employer shall be responsible for the printing of this Agreement.

Section 2. The Union will be provided with a copy of the Agreement for each Employee at the ISC, Portsmouth, for distribution. Additionally, the Union will be provided with an additional 25 copies of the Agreement.

**APPENDIX II  
OFFICIAL TIME REQUEST/APPROVAL FORM**

UNION REPRESENTATIVE'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
I REQUEST PERMISSION TO LEAVE MY WORKSITE FOR THE PURPOSE STATED  
BELOW UNDER THE TERMS OF THE LABOR. MANAGEMENT AGREEMENT BETWEEN  
THE COUNCIL AND THE EMPLOYER. ESTIMATED TIME

I HAVE CONTACTED

(SUPERVISOR/MANAGER)

AND OBTAINED AUTHORIZATION TO MEET WITH AN EMPLOYEE AT

(LOCATION) (TIME) (DATE)

CONTACT EMPLOYEE SCHEDULED GRIEVANCE MEETING  
INVESTIGATE GRIEVANCE FORMAL INVESTIGATIVE DISCUSSION  
PREPARE FOR ARBITRATION CONSULTATION WITH MANAGEMENT  
ATTEND ISC PORTSMOUTH COMMITTEE MEETING  
RESEARCH PREPARE GRIEVANCE OTHER (SPECIFY)

REPRESENTATIVE'S SIGNATURE:

PERMISSION GRANTED DENIED (IF DENIED, STATE REASON)

SUPERVISOR'S SIGNATURE DATE

AREA VISITED SIGNATURE OF POINT OF CONTACT (MANAGEMENT/UNION OFFICIAL)

AREA VISITED SIGNATURE OF POINT OF CONTACT (MANAGEMENT/UNION OFFICIAL)

AREA VISITED SIGNATURE OF POINT OF CONTACT (MANAGEMENT/UNION OFFICIAL)

TIME LEFT JOB SITE: TIME RETURNED: TOTAL TIME CHARGED:  
SUPERVISOR'S INITIALS:

Supervisor Comment(s):