

# **Negotiated Agreement**

Between

**United States Coast Guard  
Puget Sound Vessel Traffic Service  
Seattle, Washington**

and

**International Brotherhood of Boilermakers,  
Iron Ship Builders, Blacksmiths, Forgers,  
and Helpers, AFL-CIO**

**2009**

<b>ARTICLE</b>	<b>TITLE</b>	<b>PAGE</b>
<b>Preamble</b>		
1.	Exclusive Recognition and Coverage of Agreement	2
2.	Rights and Obligations of Management	2
3.	Rights and Obligations of the Union	3
4.	Employee Rights and Obligations	4
5.	Union Representation Rights	7
6.	Consultation and Negotiation During This Agreement	10
7.	Support Factors	11
8.	Reduction In Force	13
9.	The Impact of Realignment of Work Force or Technological Changes	15
10.	Voluntary Allotments – Union Dues	15
11.	Employee Personnel Records	17
12.	Position Descriptions	17
13.	Performance Management	19
14.	Merit Promotion Program	20
15.	Training	20
16.	Self Development	22
17.	Safety and Health	22
18.	Hazardous Duty	25
19.	Hours of Work and Shift Schedule/Assignment	26
20.	Overtime	29
21.	Holidays	31
22.	Annual Leave	31
23.	Sick Leave	34
24.	Family Leave	35
25.	Excused Absence	35
26.	Disciplinary Actions	37
27.	Adverse Actions	39
28.	Grievance Procedure	41
29.	Arbitration	46
30.	Ship Rides and Facility Visits	48
31.	Equal Employment Opportunity (EEO)	48
32.	Distribution of the Agreement	50
33.	Duration and Changes	50
34.	Appendix I Negotiated Grievance Form	53
35.	Appendix II Official Time Request/Approval Form	55

## **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 5 United States Code Chapter 71, hereinafter referred to as 5 USC 71, or the "statute," this Preamble and the following Articles constitute an Agreement by and between the U.S. Coast Guard, Puget Sound Vessel Traffic Service, Seattle, Washington, hereinafter referred to as the "Command", "Management" or the "Employer" and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, and Helpers, 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.

The Parties to this Agreement, in recognition of their responsibilities, will actively support the maintenance of a positive, competitive position for Puget Sound Vessel Traffic Service. 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 and support efforts to promote the development of goodwill with Management, the Union, the employees, the customer, and the community.

The Parties agree to work toward a common understanding of this agreement between supervisors, managers, employees, and Union representatives.

## ARTICLE 1

### EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1. Management hereby recognizes that the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS, AND HELPERS, AFL-CIO hereinafter referred to as the Union, is the exclusive representative of all employees within the Unit, as defined in Section 2 below. The Union recognizes the responsibility of representing the interests of all such employees without discrimination and without regard to Union membership, with respect to grievances, personnel policies and procedures or other matters affecting their general working conditions.

Section 2. The Unit to which this Agreement applies is composed of all Vessel Traffic Control Specialists, GS-2150, of the U.S. Coast Guard, Puget Sound Vessel Traffic Service, as certified by the Federal Labor Relations Authority, May 22, 1998, in Case Number SF-RP-80036.

Section 3. Excluded are management officials, supervisors, professional employees, and employees described in 5 USC 7112 (b)(2), (3), (4), (6), and (7).

Section 4. The provisions of this Agreement shall be binding on the parties for any new operations directed by Management to the extent that such operations affect employees in the Unit.

Section 5. In the administration of this Agreement, Management and the Union are guided by the policies set forth in 5 USC 71, future laws and regulations of appropriate authorities and by subsequently published agency policies and regulations required by law or regulation of appropriate authorities, including successorship rulings by the Federal Labor Relations Authority.

Section 6. The provisions of this Agreement will supersede any prior or existing practices, policies, or instructions, that conflict with the provisions herein in matters within the discretion and authority of the Puget Sound Vessel Traffic Service, the U.S. Coast Guard, and the Department of Homeland Security.

Section 7. Management and the Union, in exercising rights and fulfilling obligations set forth in this Agreement, shall follow procedures established herein.

## ARTICLE 2

### RIGHTS AND OBLIGATIONS OF MANAGEMENT

Section 1. In accordance with 5 USC 7106, 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 United States Coast Guard Puget Sound Vessel Traffic Service; 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. Nothing in this Article shall preclude the Puget Sound Vessel Traffic Service, and the International Brotherhood of Boilermakers, AFL-CIO, from negotiating:

- a. At the election of the Employer on 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 the Employer will observe in exercising any authority under this Article;
- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by the Employer.

Section 3.

The Employer agrees that it will apply regulations, laws or other matters affecting conditions of employment, and all terms of this Agreement fairly and equitably to all Unit employees.

Section 4. The Employer and the Union agree to resolve issues under 5 USC 7116 at the lowest level possible.

## ARTICLE 3

### 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.

Section 2. The Union shall have the right 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 addressed to the Employer. If either party requests, the parties agree to meet promptly in an effort to resolve the matter which created the concern.

Section 3. 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 change to or establishment of new 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 4. The Union will be advised of any pending significant changes in the Command's workload and at Union request Management will meet with the Union to discuss such changes.

Section 5. Representatives designated by the Union will be recognized by the Employer as representatives of the Bargaining Unit empowered to meet and negotiate with Management concerning provisions of this Agreement.

Section 6. The Employer and the Union agree to resolve issues under 5 USC 7116 at the lowest level possible.

## ARTICLE 4

### EMPLOYEE RIGHTS AND OBLIGATIONS

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 5 USC Chapter 71 and are assured that no interference, restraint, coercion, or discrimination will be practiced within the U.S. Coast Guard, Puget Sound Vessel Traffic Service 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 Union Representative, he shall request permission to do so from his Watch Supervisor.

Management agrees that Unit employees shall have the right to communicate and consult with their Union Representative during their working hours at the employee's work site or other suitable area designated by the employee's Watch Supervisor. If, due to the press of work commitments, permission to communicate and consult is denied, the Watch Supervisor shall inform the Representative and the employee of the reason for denial and of a reasonable time when they can communicate, (Normally, within twenty-four hours). The Watch Supervisor will not deny or delay the right to consult and communicate for arbitrary or capricious reasons.

Section 4. 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 5. 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. The requirements of this Section shall apply to all supplemental, implementing, subsidiary, or informal agreements between Management and the Union.

Section 6. The Union agrees that the responsibility for the administration of disciplinary matters rests with Management officials only.

Section 7. A bargaining Unit employee has a right to Union representation at grievances, or formal 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 8. 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 9. Bargaining Unit employees will be answerable to the Watch Supervisor while on watch and to their immediate supervisor for performance appraisals.

## ARTICLE 5

### UNION REPRESENTATION RIGHTS

Section 1. Annually, and whenever there is a change, the Union will provide the Employer written designation identifying authorized bargaining Unit members who are Representatives, and Local or International Representatives who represent the Union to the Employer. This designation will include full name, position, and in the case of persons not employed at PSVTS, address and telephone number. Bargaining Unit members so designated are known as Stewards or Representatives. There shall be no other recognized Representatives.

Section 2. Two bargaining Unit Representatives are considered sufficient to reasonably assure employees in the Bargaining Unit of access to Union representation. The Union will designate no more than two members of the Bargaining Unit as Representatives. One will be designated by the Union as responsible primarily for the day/swing shift and one primarily for the night shift. One representative will be designated as the principal point of contact for Union-Management issues. Exceptions may be made by agreement between Union and the Employer.

a. Should it become necessary to temporarily increase or reduce the number of Representatives, the Party requesting the change will notify the other, in writing, and will provide justification for the increase or reduction.

b. Should either Party disagree with the documentation and/or data provided, the parties agree to meet within 10 days to resolve the matter. Failing resolution of the matter, the Employer may discontinue official time for the last representative appointed in the area in question. However, work requirements permitting, should the individual elect to use annual leave or leave without pay, the Employer will not preclude him from acting as a representative.

Section 3. A Representative on duty may use official time when approved, to conduct Labor Management business at the Command. This time shall be used by a Union Representative for investigating, resolving, or processing employee complaints / grievances, engaging in consultation or necessary negotiations, and for third party (MSPB and FLRA) proceedings. Official time is not available to persons other than authorized bargaining Unit Representatives. It is understood by the parties that official time is to be used for appropriate Labor Management business and the Union will not conduct the internal affairs of the Union including solicitation of membership on official time.

Section 4. The Representative will give Management advance notice of his need for official time, understanding that work considerations and schedules may need to be adjusted and taken into account prior to release for Labor Management business. It is understood by the parties that one bargaining Unit representative is sufficient to represent an employee grievance. The procedure for a bargaining Unit Union Representative to obtain official time to conduct Union business is:

a. The Representative will request use of official time on the Official Time Request Form from the Watch Supervisor, as far in advance as practical. The Representative will state

with whom the business will be conducted, duration of time as best as can be estimated, location, and nature of the official business to be conducted.

b. The Watch Supervisor will assess the condition of the watch and approve the request when it will not interfere with the mission of the Employer. While the Representative is on COMMS duty in the watch rotation no official time will be appropriate.

c. Prior to contacting an employee on duty when conducting affairs covered in this Agreement, a Union Representative shall first contact the employee's Watch Supervisor and request time to meet with the employee. The employee's Watch Supervisor will assess the state of the watch and grant permission unless work commitments dictate otherwise. If permission to meet with an employee is denied, the supervisor shall state the reason for the denial and the time at which the Steward can reasonably expect to be permitted to contact the employee, normally within twenty-four hours. While the employee is on COMMS duty in the watch rotation no opportunity for a meeting is appropriate.

d. Representatives will use the Request for Official Time form in Appendix II. Watch Supervisors will send the approved form to the PSVTS Director.

Section 5. On an individual basis a Representative may be odd shifted, i.e., his hours of duty may be adjusted by a one-time change in reporting and ending time, to conduct representational functions covered by this Agreement. Prior permission must be obtained from the Watch Supervisor, to insure coordination with the Watch scheduler, and the change must be consistent with workload requirements.

Section 6. Consistent with applicable law and regulation, Management agrees that no Representative will be denied any lawful right or privilege solely because of his service as a Union Official. A Representatives' work shift, workweeks, or work areas will not be changed for arbitrary or capricious reasons.

Section 7. Local or International Representatives of the Union may visit the Command upon appropriate prior notification. Local and International Representatives may participate in preparing an agenda, enter into subsequent consultation with Management, and represent Bargaining Unit members at formal steps of the Grievance Procedure, and Arbitration. Such representation will be arranged in accordance with the provisions in this Article.

Section 8. Official time for training up to sixteen (16) hours per calendar year for any one individual, may be granted for up to two PSVTS Union Representatives to attend training of mutual concern to the Union and Management within the scope of 5 USC 71, provided the interests of Management and Union will be served by the employee's attendance. The Union will submit an agenda for the training and a request to the Employer for use of such time at least six weeks prior to the scheduled training. The granting of such official time is subject to work requirements.

## ARTICLE 6

### CONSULTATION AND NEGOTIATION DURING THIS AGREEMENT

Section 1. It is agreed that matters appropriate for consultation and/or negotiations between the parties are personnel policies and practices or other matters affecting general working conditions of employees in the Unit which are within the discretion of Management as provided for in law.

a. Negotiation shall mean the process whereby the Union and Management reach agreement on appropriate matters.

b. Consultation means communication, either oral or written, between the parties concerning conditions of employment affecting Unit employees that are within the discretion of Management. Consultation does not involve joint decision-making, but may result in agreement between the parties. Consultation shall include good faith, mutual exchange and discussion of views in an attempt to reach the best possible solution to such matters offered for consideration by either party.

Section 2. The Employer agrees that;

a. Before issuing or changing local instructions or notices concerning personnel policies, practices, and other matters affecting general conditions of employment of Unit employees, Management will furnish the Union a copy of the proposed change. Pertinent rules or regulations issued by higher authority requiring or authorizing the local change will be furnished to the Union.

b. Within fourteen (14) days after receipt of notice of the proposed change, the Union will respond in writing if it desires to consult or negotiate. If the Union fails to respond within fourteen (14) days it shall be understood that the Union is not opposed to the proposed material. When the Union elects to consult it will normally furnish written comments. In the event that is not practicable the Union will provide comments orally on the proposed change to the Employer. A meeting to consult or negotiate will be held as soon as practicable after a Union request for one.

c. Negotiations on the proposed change will be preceded by written proposals provided to the Employer within fourteen (14) days after the date of the request to negotiate. The parties will meet to negotiate as soon as practicable, normally within fourteen (14) days after receipt of the Union's proposals unless otherwise agreed to by the parties.

d. Management shall not implement any instruction/notice, rule or regulation of higher authority concerning changes in personnel practices, policies, or matters affecting general conditions of employment of Unit employees without proper consultation and/or negotiation with the Union, except as provided for by change in law. Any change to this Agreement shall be negotiated.

Section 3. When an employment issue not covered by this agreement arises, either party may provide advance notice to the other with identification of the need for change and a statement of the subject matter to be discussed.

a. The Union and Management may elect to designate issue-oriented problem solving teams of up to three members each, to address the issues raised. Members of such teams need not be Union representatives nor Management officials.

b. A new rule or policy concerning personnel policies or practices of Unit employees will not be effected retroactively unless provided for by regulations or mutual agreement of the parties.

c. Nothing in this Section is intended to affect the authority of the Federal Labor Relations Authority and/or the Courts from requiring bargaining, or issuing a status quo ante order concerning any refusal/failure to bargain over any matter.

Section 4. Prior to either party changing mutually accepted benefits, practices or understandings which affect conditions of employment for employees in the Unit and which are not specifically covered in this Agreement, the other party will be advised and given an opportunity to consult or negotiate as appropriate.

Section 5. It is recognized that this Agreement is not all-inclusive, and that certain personnel policies, practices, and matters affecting conditions of employment, have not been specifically addressed in this Agreement. This does not lessen the responsibility of either party to meet with the other for discussion and exchange of views in an effort to find mutually satisfactory solutions to matters as provided for in law and regulation.

Section 6. Meetings covered by this Article shall normally be held during administrative working hours or as mutually agreed and Union representatives shall be on official time during such meetings for the time they otherwise would be in a work status. 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

### SUPPORT FACTORS

Section 1. Any newly hired employee within the Unit, will be introduced to their cognizant Representative. This time will not be used to solicit membership, grievances, appeals, collect dues, or perform any other function that is not authorized Union activity during working hours.

Section 2. Management will designate reasonable space on a designated bulletin board for posting Union related information. The following material may be posted:

- a. Notices of Union recreational and social affairs, Union election results and appointments, and Union meetings.
- b. Merit promotion and job announcements and other materials furnished to the Union by Management.
- c. Other notices concerning Union affairs which do not violate any law, or regulation of higher authority.
- d. There shall be no other posting by employees of pamphlets, advertising, notices, or any kind of literature within the Command other than herein provided.

Section 3. The Union will provide an advance copy of material to be posted to the PSVTS Director two days before posting. The Union will be responsible for and bear the cost of material posted on such bulletin boards, and will promptly remove, upon request of Management, any material which is libelous, scurrilous, or which violates law or regulation of higher authority, or any condition contained herein. Posting will be done on non-work time.

Section 4. Management agrees to identify an office cubicle located in the Command complex and a lockable two drawer filing cabinet, for use by Union representatives. The cubicle workstation will remain available to PSVTS users when it is not in use by the Union during official time. The Union agrees to maintain this space in a clean, orderly, and safe condition subject to safety, security, and fire inspections. The Employer will maintain the space, providing the same access to maintenance and repair services that is provided to other offices in the Command. Management will provide a telephone line at no cost to the Union. The Union may, at its own expense, install any other off base telephone service desired, within parameters established by Integrated Support Command, Seattle, or other cognizant Coast Guard authority.

Section 5. Management further agrees that conference space in the Command, when it can be made available by the Employer, may be used by Union Representatives for meetings regarding matters pertinent to this Agreement. Requests for use of audio-visual equipment for informational purposes will be considered.

Section 6. The Employer agrees that it will allow the Union access to publications held in the PSVTS Admin Section pertaining to local, and higher headquarters manuals, instructions, and regulatory material applicable to personnel matters.

Section 7. When meetings between Union and Management occur for the purpose of consultation or negotiation each party will maintain a record of the proceedings, as it deems necessary. Whenever either party prepares a summarization a copy will be furnished to the other party upon request. Tape recordings will not be used unless the parties agree.

Section 8. Semi-annually upon request of the Union, Management will furnish two copies of a list showing all employees in the bargaining Unit. The list shall be in alphabetical order and shall contain the following information: Name, occupational code, position title, organizational division or section and service computation date.

Section 9. Parking space is recognized as an issue of interest to the Union. The Integrated Support Command (ISC) Seattle is responsible for parking at Pier 36. The Employer agrees that the ISC will be requested to designate watchstander parking space during major professional sporting events.

Section 10. Definitions:

- (a) Reference in this Agreement to "employee" or "employees" applies only to employees of the Unit represented by the Union.
- (b) It is agreed that whenever this Agreement refers to employees in the male gender, it shall also refer to the female gender. Such references shall be for clarity of language and no discrimination or inference of discrimination is intended by the Parties.
- (c) Where the following articles refer to days, consecutive calendar days are intended.
- (d) Watch Supervisor means the person on duty as supervisor of the Vessel Traffic Center watch section.
- (e) Supervisor means the person responsible for performance measurement and appraisal for a particular employee.
- (f) The phrase 'odd shift' means to vary the beginning and ending times of an individual's assigned work shift in order to accomplish a desired function occurring outside the normal hours of the shift.

## ARTICLE 8

### REDUCTION-IN-FORCE

Section 1. Management will conduct any Reduction-In-Force (RIF) in accordance with applicable laws, regulations, and DHS 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.

Section 3. Upon request, the Union may review the 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 4. Unless the Office of Personnel Management grants an exception in accordance with 5 CFR Part 351, the Employer will provide no less than 60 day specific notice to affected employees.

Section 5. 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 6. The Coast Guard Civilian Personnel Office will establish competitive levels and determine assignment rights of employees (bump and retreat) in accordance with 5 CFR Part 351, Reduction-In-Force, Office of Personnel Management, Department of Homeland Security, and Agency regulations and directives.

Section 7. Civilian Personnel 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.

Section 8. In the event of a Reduction-In-Force, existing vacancies which need to be filled to meet existing work requirements, will be utilized to the extent possible to place employees in continuing positions who otherwise would be separated from the service. Affected employees will be afforded full placement rights in accordance with applicable regulations and DHS and Coast Guard policies.

Section 9. The minimum competitive area for Reduction-In-Force purposes will include the U.S. Coast Guard Puget Sound Vessel Traffic Service, Seattle, Washington.

## ARTICLE 9

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

Section 1. The parties agree that it is mutually beneficial that the Union and employees be involved in providing operational perspective into the development and implementation of major technological changes.

Section 2. Employees adversely affected by the impact of realignment of the workforce due to technological changes will be considered for retraining and placement in vacant authorized positions for which they meet minimum qualifications under governing regulations. Selection for such training shall be in accordance with applicable regulations.

Section 3. Whenever there is realignment of the workforce or introduction of technological changes, affecting bargaining Unit employees, which requires establishment of new positions, Management will provide advance notification to the Union.

Section 4. Governing regulations regarding position changes, demotions, promotions, or RIF shall be followed whenever realignment of the work force occurs.

Section 5. In order to involve Union and employees in planning for technological change the Union will be notified of PSVTS generated studies and will be given an opportunity to comment on or negotiate impact and implementation if such studies result in realignment of the workforce.

## ARTICLE 10

### 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 Standard Form 1187 and who are members of the Union or who have applied for membership in the Union.

Section 2. 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 National Finance Center, New Orleans, Louisiana.

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 it to the Command Staff Advisor, Seattle.

d. Deduction of dues designated on Standard Form 1187 shall normally become effective no later than the first full pay period following the pay period the form is received by the National Finance Center, New Orleans, Louisiana .

e. The employee is responsible for submitting a new SF 1187 for dues deductions after return to the bargaining Unit from temporary promotion to a supervisory position. The reason for this is that the payroll system automatically stops dues deductions upon promotion to supervisor.

Section 3. An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission to the Command Staff Advisor of Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of employee Union Dues. Allotment revocation will be accepted after the first anniversary date of the dues deduction. Revocation shall normally become effective no later than the first full pay period following the pay period the revocation is received by the National Finance Center, New Orleans, Louisiana. SF 1188s received outside of this time period will be returned to the employee.

Section 4. An employee's voluntary allotment for payment of his regular Union dues will be terminated by the Employer's payroll 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 for any reason has ceased to be a member in good standing of the Union. 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 5. The Employer's payroll office will transmit remittance checks to the allottee designated by the Union, together with a listing of employees for whom deductions were made, and a copy of any revocation notices received in the payroll office.

## ARTICLE 11

### EMPLOYEE PERSONNEL RECORDS

Section 1. An employee, upon request, will be permitted to review his official personnel folder (OPF) and medical information in accordance with applicable regulations. The Union, when designated by the employee in writing and upon the employee's execution of a Privacy Act waiver, will be permitted to review the employee's official personnel records and medical information in accordance with applicable regulations.

Section 2. Employees are encouraged to review their personnel record to insure that it contains accurate information. Official personnel records are maintained by the Civilian Personnel Office in Washington DC. Employees may request a record review through their supervisor or contact the Command Staff Advisor (CSA), Seattle. In either case the CSA will obtain the record and arrange for the employee review. The request will normally be honored within seven (7) days after the request.

Section 3. If there are errors in data, employees may submit changes to the Command Staff Advisor up to the cutoff date specified prior to a Reduction-In-Force.

## ARTICLE 12

### POSITION DESCRIPTIONS

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 employees shall have a copy of the job description of the position to which they are permanently assigned.

Section 3. If an 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 the 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 a review of work assignments by the supervisor. The supervisor may then request the Civilian Personnel Office to review the employee's position. The classification staff of the the Civilian Personnel Office will conduct such reviews and initiate any corrective action as determined appropriate. The Civilian Personnel Office will notify the employee of the classification appeal rights. After pursuing actions through Sections 3 & 4, an employee of the Unit may file a classification appeal concerning the title, series, and grade level assigned to his position.

Section 5. An 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 has appeal rights under 5 CFR Chapter 511. An employee whose position is reclassified to a lower grade based on a classification decision is entitled to a written notice.

Section 6. 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. Collateral duties will be equitably assigned, normally via the employee's first-line supervisor.

Section 7. The Employer agrees that employees will not be assigned as punishment, to menial or dirty tasks or to work which is generally recognized as undesirable. However, employees will assist in maintaining cleanliness of their work and common use areas. Every reasonable effort will be made to assure equitable distribution of menial and dirty tasks among employees at the same grade or watch position reporting to the same Watch Supervisor.



## ARTICLE 13

### PERFORMANCE MANAGEMENT

Section 1. Performance appraisals shall be given under provisions of applicable law, regulation, and Agency directives.

Section 2. At the beginning of each appraisal cycle, a written performance plan consisting of appropriate core competencies and performance standards shall be developed for each employee. The Employer recognizes its obligation pursuant to Title 5 USC 4302, to encourage employee participation in establishing performance plans. The plan shall support organizational objectives, job duties, and responsibilities. A copy of the performance plan shall be provided to the employee within thirty (30) days of the beginning of the appraisal period, or entry into a new position.

Section 3. The section supervisor to whom the employee is assigned for performance appraisal purposes, known as the immediate (first-line) supervisor, shall normally appraise an employee. Input may be obtained from other management officials. The employee is encouraged to provide comments to the supervisor for consideration regarding the performance rating. An employee's signature on the performance appraisal indicates that the employee and supervisor discussed the rating, not the employee's agreement with the rating. A copy of the completed performance appraisal will be provided to the employee in a timely manner.

Section 4. If an employee believes the performance rating does not properly reflect his performance, the employee may initiate a grievance at the second step of the Negotiated Grievance Procedure in accordance with Article 33 of this Agreement. The employee should be able to present evidence to support his contention. The time limits for filing the grievance shall begin the day after the employee receives a copy of his performance appraisal.

Section 5. If at any point during the rating period the supervisor believes that an employee's performance may result in a rating of less than meets, the supervisor shall counsel the employee and offer such assistance as required to achieve desired improvements. Time frames for improving performance will depend on circumstances in each case, but no less than thirty (30) days will be provided to demonstrate acceptable performance. The rating period may be extended to accommodate this time frame.

Section 6. Within-grade increases shall be based on an employee's current rating of record. The sole basis for determining an employee's acceptable level of competence for within-grade increase shall be his performance appraisal.

Section 7. Use of authorized official time and approved absences for labor relation activities shall not be a factor in employee performance appraisals.

## ARTICLE 14

### MERIT PROMOTION PROGRAM

Section 1. Controlling law, regulation, Office of Personnel Management (OPM), Department of Homeland Security, and U.S. Coast Guard (USCG) policies and procedures will govern the Merit Promotion and Career Transition and Placement Assistance Programs followed by the Puget Sound Vessel Traffic Service.

Section 2. Prior to implementing new, or making changes to, existing merit promotion guidelines and plans that affect assignments or promotions covered by this Article, Management will solicit the views of the Union.

Section 3. A temporary promotion or detail to a higher graded position may be made non-competitively for a period of 120 days or less. Competitive procedures must be used if the position will be occupied for more than 120 days during a twelve (12) month period.

Section 4. An employee who is temporarily assigned to a Watch Supervisor position for more than 30 days shall be temporarily promoted. Temporary promotions shall be rotated to the extent practicable, as determined by Management, to allow as many eligible employees as possible the opportunity to gain Watch Supervisor experience.

Section 5. Personnel actions covered by this Article will be made without discrimination for reasons such as race, color, religion, sex, national origin, marital status, age, disability, political affiliation, sexual orientation, or other non-merit factors. Alleged violations of this Article may be raised under the appropriate complaint procedures.

## ARTICLE 15

### 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. The Employer and the Union agree that watchstander training and qualification will be carried out in accordance with applicable Coast Guard instructions. Employees are responsible for participation in qualification programs and maintaining currency in their watchstanding skills as directed by the Employer.

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. When a training program is provided by PSVTS which is required for and directly connected with promotion, Merit Promotion Procedures will be used for selection to attend the training.

Section 4. The Union may appoint one (1) member as an advisory panel to a Training Board. Management will notify and invite panel members to meet with the Training Board to present views and submit recommendations on matters related to training Unit employees.

## ARTICLE 16

### SELF-DEVELOPMENT

Section 1. Management and the Union recognize the benefits which the U.S. Coast Guard Puget Sound Vessel Traffic Service 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 Command's needs and the employee's 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 to prepare him for qualification for promotion.

Section 2. When employees bring information on self-development opportunities in the area to Management every consideration feasible will be given to requests for changes in shift assignments from employees wishing to pursue outside self-development training courses. In the event changes cannot be made, the Union will be notified. The employee's request must be made as far in advance as possible. Such self-development is to be closely related to the employee's position and in the best interest of the Employer.

Section 3. For course(s) approved by Management, reimbursement will be made to the employee upon satisfactory completion of the course(s). Such payment of course expenses will be in accordance with Coast Guard policy.

## **ARTICLE 17**

### **SAFETY & HEALTH**

**Section 1.** The Employer will make every reasonable effort to provide and maintain safe and healthful working conditions and an occupational illness prevention program. This program will be undertaken under provisions of COMDTINST M5100.47 consistent with the requirement of Executive Order 12196 and Section 19 of the Occupational Safety and Health Act of 1970 (OSHA). The Employer will inform the Union in advance of planned program changes.

**Section 2.** Employees are encouraged to make oral reports to their immediate supervisor as the most prompt and effective method of hazard identification. Management is 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 it to the Safety Officer. Upon receipt of a CG-4903, 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 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. It is recognized by the Union, that PSVTS is part of a tenant command and that correction of material deficiencies is controlled by the Integrated Support Command which controls the physical facilities.

**Section 3.** It is understood that all complaints and allegations which are subject to review under Executive Order 12196 and Section 19 of the Occupational Safety and Health Act of 1970 may be raised directly to Commandant Occupational Safety Office or to OSHA. However the parties agree that resolution should be attempted first at the PSVTS and through the Coast Guard Safety Program.

When an on site investigation, regarding the Command's compliance with Section 19 of the Occupational Safety and Health Act affecting working conditions of Unit employees, is conducted by a non Command 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 representatives of the Union shall suffer no loss of pay or benefits.

**Section 4.** It is agreed that the Employer and the employees share in the responsibilities for maintaining good housekeeping procedures and safe working conditions. Each employee has primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. Each employee is also responsible for promptly correcting or reporting to his supervisor

any unsafe condition or act he observes. The Employer shall require each Watch Supervisor to remain aware of safety conditions in the work areas under his immediate direction. The Employer shall take prompt and appropriate action to correct any unsafe condition or act which they observe or which is reported to them. The Union is responsible for encouraging employees to observe safe working practices and good housekeeping procedures, and for promptly bringing unsafe or hazardous conditions, or acts observed or reported to them to the attention of a supervisor.

Section 5. The Union may designate a representative to serve on the Safety Board established to further the principles of safety and environmental health within the PSVTS.

Section 6. Upon written request and as permitted by applicable law and regulation, PSVTS personnel mishap and other safety reports or agency safety surveys prepared and maintained by the Employer will be made available to the Union.

Section 7. The Employer agrees to furnish float coats when necessary for the performance of assigned work on ship rides.

Section 8. The Employer agrees to furnish adequate lights, heat, ventilation, lockers, toilet facilities, and drinking water. Toilets and locker rooms shall be kept clean and in sanitary condition. It is agreed that the Employer and employees share in the responsibilities for maintaining good housekeeping procedures and safe working conditions.

Section 9. The Employer will seek medical services from 911 and on duty military emergency medical technicians, physicians, and medical support staff in order to respond to medical emergencies.

a. Employees shall be advised of the proper procedures to contact assistance for an ambulance to include information for the dispatcher and telephone numbers for emergency services.

b. Cardiopulmonary Resuscitation (CPR) orientation will be provided to employees as deemed necessary by PSVTS. Any employee required to attend training in CPR shall not suffer loss of pay or leave if the training is attended during his scheduled Watch Shift at the direction of PSVTS.

Section 10. Management will provide assistance to employees injured in the performance of their duties in accordance with applicable laws and regulations. On the job injuries shall be reported promptly on Office of Worker's Compensation Programs (OWCP) Form CA-1 or a CA-2 for job connected disease. Medical treatment will be authorized as appropriate, and persons at Coast Guard Civilian Personnel responsible for providing advice and assistance on Federal employee's Compensation Act (FECA) matters will be identified to the employee and the Union.

- a. In case of job connected injury or disability transportation and medical care will be provided by the Federal Government, or the employee will be reimbursed for such services if obtained on his own and if authorized by the Office of Workers' Compensation Programs.
- b. Consistent with OWCP regulations, when the Union has been designated by an employee as his Representative in the matter of an injury compensation case, the Union will be provided upon request, all records and information furnished to OWCP in connection with an injury compensation claim. These records normally are held at Civilian Personnel, Washington, DC.

Section 11. No employee shall be discriminated against in any way for reporting safety and health conditions, which he believes are hazardous to health or the health of other employees.

Section 12. The Union may nominate a maximum of two (2) volunteers to serve as CISM "Peers". If possible, one employee will be from the day shift and one will be from the night shift. The command will recommend these volunteers to the Work-Life staff. The number of peers and the peers selected will be at the discretion of the Employee Assistance Program Coordinator (EAPC) in accordance with COMDTINST 1754.3, Subj: Critical Incident Stress Management (CISM).

When a serious incident occurs, (e.g., grounding, collision, allision, loss of life, etc.), the watch supervisor may immediately remove a sector operator from the watch section to start the CISM process, or to allow the sector operator a break to regain full focus on sector duties. Per COMDTINST 1754.3, "Critical Incident Stress Defusing" will normally occur 24 to 72 hours after an event. Adequate time will also be provided for the sector operator to write a statement and for urinalysis testing. (Note: If an incident requires a urinalysis test, this will usually deem the situation a critical incident).

## ARTICLE 18

### HAZARDOUS DUTY

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 where exposure or accident could result in serious injury or death. When such actions do not reduce the hazards to a less than significant level, a determination must be made as to whether a hazardous duty differential is warranted.

Section 2. 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 his Watch Supervisor as soon as possible. The Watch Supervisor, if uncertain concerning the applicability of the pay will seek help from appropriate officials concerning the pay determination.

Section 3. Employees within the Unit who are required to perform duties involving physical hardship as set forth in applicable regulations will receive hazard pay. The regulations are found in Appendix A, 5 CFR, Part 550, Subpart I, and Coast Guard instructions.

Section 4. The employee shall have the right to Union representation when disputes arise between employee and Watch Supervisor under the Negotiated Grievance Procedure. If the appropriate official designated to make a determination on payment of Hazard pay denies payment a grievance may be filed at the second step of the Negotiated Grievance Procedure.

## ARTICLE 19

### HOURS OF WORK AND SHIFT SCHEDULE/ASSIGNMENT

Section 1. The administrative work day for PSVTS is Monday through Friday from 0730 to 1600. PSVTS is a 24-hour per day, seven day per week operation. The hours of work and shift schedules of PSVTS are as follows: shifts (sections) are scheduled in 12-hour day shifts (0630-1830), and 12-hour night shifts (1830-0630).

a. The basic watch/shift schedule showing the personnel assigned, shall be posted at least thirty (30) days in advance. The Employer recognizes that changes of individual assignments to the watch/shift schedule can have a negative impact on the efficient operations of PSVTS and agrees to keep such changes to a minimum.

b. Any employee required to work a shift other than the day shift, shall be paid appropriate shift differentials in accordance with applicable law and regulations.

c. The following are basic guidelines for watch duty section assignment. The command may make exceptions to do what is necessary to ensure staffing standards are met, or to meet unforeseen operational requirements. The following applies when assigning new or moving already assigned Sector Operators to a watch section.

1. Personnel shall be assigned to duty sections to allow efficient operational staffing of the Center, with:

a) At least six Sector Operators (except during pre-approved holiday periods) and one Watch Supervisor at all times (every exception must be approved by the PSVTS Director and logged into the Watch Supervisor's log).

b) Civilian employees will be scheduled to work 80 hours per pay period (two week period); and

c) At least three of the assigned Sector Operators will be USCG civilians, (except for lapses of four hours or less needed to accommodate different shift length mismatches).

2. A qualified watchstander can request to move to a different duty section by submitting a special request via email to the chain of command via the first line supervisor. All watchstanders should have a shift preference sheet on file with the Vessel Traffic Center Coordinator and the PSVTS Director (email acceptable). Before any newly trained Sector Operator is assigned to a duty section, any previously qualified person with a request on file for that watch shall generally be afforded an opportunity to take it. Civilian reassignments for other than operational reasons will be made in accordance with sub-section e below.

- d. Changes to shift duty section assignment and determination procedures for operational reasons:
1. Determinations to meet the minimum staffing level as determined by VTSPS Policy will be made from qualified personnel as determined by management using the following rank ordered criteria:
    - a) Solicitation of volunteers for reassignment;
    - b) Consideration of personnel work-life concerns/issues as determined by management;
    - c) The least senior employee will be reassigned to the new shift duty section. Seniority is defined as the date of hire as a civilian employee at a USCG VTS;
    - d) As a final criteria, management may consider an employee's choice of shift duty section assignment if the employee possesses unique or special skills such as satisfactorily completing higher level coursework or training.
    - e) Otherwise, shift reassignment will be made in accordance with PSVTS Traffic Center Manual, which will be consistent with these criteria to the extent possible. "Operational reasons" include vacancies due to personnel transfers out of the unit, promotions or other operational need.
- e. When personnel are reassigned shifts due to vacancies arising from other than operational reasons, the person to be reassigned will be selected from qualified personnel by the following rank-ordered criteria:
1. Solicitation of volunteers for reassignment
  2. Consideration of personnel work-life issues
  3. Avoiding shifting a person from a watch they are in to a watch they desire less
  4. The least senior employee will be reassigned to the new shift duty section. Seniority is defined as the date of hire as a civilian employee at a USCG VTS.
- f. Other factors:
1. Employees placed on special detail for less than one year (except absences for military service or medical which may exceed 1 year) will be allowed to return to the duty section they departed, even if this requires departure from the factors named in paragraph 1.d or 1.e.
- g. It is recognized that Watch Supervisors may excuse employees who are late for acceptable reasons at the beginning of their shift for up to 59 minutes.

Section 2. Sector Operators (Sec Ops) generally stand the following schedule: six 12-hour & one 8-hour watches per pay period. This basic watch/shift schedule must satisfy coverage requirements.

a. Sec Ops may rotate between four (4) sectors and two additional positions; External Communications (EXCOMS), and As Directed (AD). Duties of the Sector Operators, EXCOMS and AD positions are established in the Traffic Center Manual. Management retains the right to redefine and/or re-deploy any of these positions. Management will consult with the Union prior to making any changes.

b. The duration of assignment to a particular Sector will typically be two hours. This rotation may be changed by mutual agreement between management and Union. When all Sectors are manned the Employer agrees that Sector Operators will, to the extent possible, be assigned to no more than two Sector positions consecutively. Operations permitting, a short (approximately 10 min) break will be provided after each Sector communication duty. While this break does not constitute a period of “no duties assigned” it does allow for restroom/stretch between Sectors. Due to the absence of an unpaid lunch break, meals are generally consumed while in the AD or EXCOMS positions.

c. Sector and position assignments shall be rotated on a fair and equitable basis.

Section 3. The inherent nature of the operational Sec Op watch is such that sufficient preparations must be made for proper watch relief. At the beginning of a shift, a minimum of ten (10) minutes is needed prior to assuming the communications responsibility of a Sector. This time is to allow the relieving Sec Op to become aware of any significant events or casualties, review watch pass-down notes, and review the overall traffic situation for that Sector. Employees must report ten (10) minutes prior to the beginning of the shift in order to carry out a watch relief. Employees will be compensated for this time. Employees may request compensatory time for overtime worked or they may be paid at overtime rates.

a. Normal procedure for “watch relief” compensatory time is that when the employee is in an ‘As Directed’ portion of the watch rotation during the last portion of the shift, and conditions permit, the Watch Supervisor may excuse the employee who has accumulated compensatory time to use it. If the employee chooses not to use compensatory time he must remain on duty until the end of his shift.

b. A time recording method will be used to account for the beginning and end of the workday.

Section 4. Employees, who have equal qualifications, will be permitted to exchange shift assignments, provided that the exchange does not affect the requirement for each employee to work 80 hours in a pay period, and is requested in a timely manner from the cognizant Watch Supervisors.

## ARTICLE 20

### OVERTIME

Section 1. Overtime work shall be paid at the rate prescribed by Law and Regulation.

Section 2. The Employer agrees that overtime work will be distributed fairly and equitably among qualified Unit employees.

Section 3. The Employer shall give as much advance notice as administratively practicable and will when possible notify employees 24 hours in advance for weekend overtime. When overtime extends the workday, as much notice as possible will be given prior to the end of the normal work shift.

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.

Section 5. Any employee required to work beyond normal shift hours where notification was not provided in accordance with this agreement, and where the employee is a participant in a car pool and no other means of commercial transportation is available, may be provided transportation by the Employer if feasible.

Section 6. It is understood that employees in the Unit who are participants in grievance hearings directed by the Employer may be odd shifted. If a hearing extends beyond the employee's shift the employee will be compensated for all time spent beyond normal hours of work.

Section 7. It is understood that if an employee is directed by the Employer to report to a designated location away from the Vessel Traffic Center for duty at a specific time prior or subsequent to his regular shift hours, such duty may be compensable in accordance with the pay statutes.

Section 8. When an employee is called back to duty from a point away from the PSVTS, the employee will be compensated at not less than two hours, whether or not work is performed for the full period.

Section 9. Compensatory time off may be substituted for overtime pay for overtime work. If an employee is entitled to overtime pay under the Fair Labor Standards Act, the Employer cannot require the employee to take compensatory time instead of overtime pay.

Section 10. When an overtime 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 seriously affect the work schedule and/or accomplishment of the mission, the Employer will seek to relieve the employee from the overtime assignment.

## ARTICLE 21

### HOLIDAYS

Section 1. The mission of this Command requires maintenance of a 24 hour seven day per week schedule. Days designated by law and regulation as holidays will normally be recorded on time and attendance records in accordance with the type of work schedule the employee is on. Unless otherwise provided by applicable regulations, holidays which fall on Saturday or Sunday will be observed on the preceding Friday, or the succeeding Monday.

Section 2. In accordance with applicable regulations:

a. Employees shall receive pay at their regular hourly rate plus any appropriate differential pay on all days defined as holidays on which they are required to work.

b. Employees working overtime hours on a holiday shall receive the same overtime pay plus any applicable shift differential pay they would receive for overtime work on a non-holiday.

c. Employees working on a holiday within their basic workweek shall receive double their hourly rate and appropriate shift differential pay for all hours in their regularly assigned shift if on a compressed work schedule. If the employee is on an eight-hour shift, holiday pay will not exceed eight (8) hours worked on such a holiday.

d. Employees working on a holiday as overtime in addition to their basic workweek shall receive the same pay plus any applicable shift differential pay they would receive on an overtime day.

## ARTICLE 22

### ANNUAL LEAVE

Section 1. Employees shall earn annual leave in accordance with applicable laws and regulations. Annual leave shall be granted in fifteen (15) minute increments.

Section 2. Employees shall request annual leave on an OPM Form 71.

Section 3. Requests for planned vacations of 14 consecutive calendar days or less away from the unit should be submitted as early as possible in accordance with Command guidance, but normally no less than six (6) weeks in advance of the planned vacation. These requests will normally be approved or disapproved within five (5) days; however, management may hold the request to assess workforce needs. If annual leave is disapproved, the Employer will return the leave form to the employee with a written explanation of the disapproval, and provide an estimate of when the employee can expect to take the requested leave. Reasonable effort will be made to allow the employee to reschedule his vacation as soon as possible. Leave must be approved in writing before it is taken by the employee. Approved annual leave will not be canceled except under an emergency requiring an employee to work.

Section 4. Requests for a period of annual leave in excess of 14 consecutive calendar days away from the unit is considered "extended leave". Requests for extended leave should be submitted as early as possible, but normally no less than six (6) weeks in advance of the planned vacation. All extended leave is subject to additional review and final approval.

- a) Requests for extended annual leave will be approved as soon as administratively possible. These requests will normally be approved or disapproved within fourteen (14) days; however, management may hold the request to assess workforce needs.
- b) If extended annual leave is disapproved, reasonable effort will be made to allow the employee to reschedule the annual leave as soon as possible.

Section 5. Leave due to personal emergency situations.

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. If an emergency (a sudden or unforeseen serious situation that requires immediate action) necessitates an employee's absence, an employee must notify the Watch Supervisor as soon as possible, but not later than one (1) hour before the start of the employee's shift, if the employee is not already in a duty status. If the Watch Supervisor is not available, the VTC Coordinator should be contacted. Voice mail messages are unacceptable. Reasonable

exceptions to the requirement to notify by the one (1) hour before the start of the shift may be made as the circumstances permit.

b. Within 24 hours after returning to duty, the employee who requested emergency annual leave must present the OPM-71, Request for Leave, to his immediate 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. No leave will be advanced to an employee who as a result of illness or incapacitation is expected to retire or leave employment at PSVTS, Seattle, Washington in the near future.

## **ARTICLE 23**

### **SICK LEAVE**

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

**Section 2.** Employees shall request sick leave on an OPM Form 71.

**Section 3.** An employee shall request approval for use of sick leave only when circumstances warrant such use, and by notifying the Watch Supervisor on duty as soon as possible, but no later than one (1) hour before the beginning of the shift unless extenuating circumstances prohibit him from doing so. When calling to request sick leave, the employee will also inform the Watch 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 call his immediate supervisor and request additional sick leave to cover the expected length of his absence due to illness. In the absence of the immediate supervisor the VTC Coordinator will be called. This procedure is required for each absence due to illness.

**Section 4.** Normally, any absence in excess of three (3) days must be supported by a physician's statement with prognosis.

**Section 5.** Accrued sick leave 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 6.** 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 7.** Sick leave of up to 240 hours may be advanced if requested in writing and supported by acceptable medical evidence as prescribed by current policy and if the employee can reasonably be expected to pay it back during his current appointment. Advanced sick leave is not a right of an employee. 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 Puget Sound Vessel Traffic Service, Seattle, Washington in the

foreseeable future, or where the employee's past attendance record would not justify an advance. Advanced sick leave requests will normally receive a reply within five (5) days after receipt.

## **ARTICLE 24**

### **FAMILY LEAVE**

Section 1. Employees may be granted sick leave to care for a family member subject to the provisions of 5 CFR 630, Office of Personnel Management, Department of Homeland Security (DHS), and Coast Guard regulations.

## ARTICLE 25

### EXCUSED ABSENCE

Section 1. 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 died as a result of wounds, disease, or injury incurred while serving in a combat zone.

Section 2. Excused absence for voting in national, state, or municipal Government elections will be granted as provided by applicable law and regulations and DHS and Coast Guard Policies.

Section 3. 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. Administrative excusal may be authorized in cases of extreme weather conditions which prevent employees from reporting to work. The official announcement will be issued through the Federal Executive Board. Exceptional circumstances will be considered.

Section 5. Court leave may be granted an employee in accordance with applicable regulations.

## ARTICLE 26

### 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).

- a. For the purpose of the Agreement the term "disciplinary action" means:
  1. Letters of reprimand
  2. Suspensions of fourteen days or less
- b. Oral and Written Admonishments; and Letters of Caution or Leave Requirement, while not formal disciplinary actions, are grievable under the Negotiated Grievance Procedure.

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 b.) 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 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.

## ARTICLE 27

### ADVERSE ACTIONS

Section 1. Under regulations prescribed by the Office of Personnel Management (OPM), an Agency may take adverse action against an employee under 5 USC 7513 only for such cause as will promote the efficiency of the service. Any such action taken against an employee must meet requirements imposed by Subchapter II of 5 USC Chapter 75, COMDTINST M12750 and the terms and conditions of this Agreement. 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, and, except as otherwise provided in Section 7512, includes the following actions:

- a. Removal;
- b. Suspension for more than 14 days;
- c. Reduction in grade;
- d. Reduction in pay;
- e. Furlough of 30 days or less.

Section 2. The procedures in this Article 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 limited to one year or less.

Section 3. Prior to the issuance of a notice of proposed adverse action to an employee, an investigative discussion will normally be conducted if the employee is available in a duty status. If the employee reasonably believes that the investigation may result in adverse action and requests a Union representative, he will be given an opportunity to obtain one if it does not cause unreasonable delay. In the event circumstances prevent the issuance of a notice of proposed adverse action within a reasonable time, the reason for the delay will be documented in the adverse action file.

Section 4. Employee rights:

- a. A thirty (30) day advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
- b. Ten (10) days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. Be represented by an attorney or other representative;
- d. A written decision issued to the employee before the effective date of the action, which includes the specific reasons for the decision and the employee's grievance and appeal rights.

The time limits in this section may be suspended when the crime provision is invoked. In such cases, the employee will have seven (7) calendar days to reply to the charges, and the decision may be effected immediately after the reply.

Section 6. Under provisions of 5 USC 7121(e), an employee against whom an adverse action is taken is entitled to grieve using the Negotiated Grievance Procedure or make a timely appeal to the Merit Systems Protection Board (MSPB) but not both.

Section 7. In grieving or appealing a suspension, the first day of the suspension is the effective date. An employee shall have fifteen (15) calendar days following the date of the adverse action decision to initiate a timely grievance over the action. An appeal of an adverse action to the MSPB must be filed within thirty (30) calendar days of the effective date of the action.

## ARTICLE 28

### GRIEVANCE PROCEDURE

Section 1. The Employer and the Union agree that careful consideration must be afforded to all Parties during the process of dispute resolution. When dissatisfaction and disagreements arise occasionally among people in any work situation, objective review and explanations about such matters of concern help to clarify the issues. Filing a grievance, complaint or appeal shall not be construed as reflecting unfavorably on an employees' good standing, his performance or his loyalty or desirability to the Command. The Parties agree that grievances should be settled in an orderly, prompt, and equitable manner so that the efficiency of the Command may be maintained and morale of the employees shall not be impaired. Management and the Union will work to resolve grievances at the lowest possible level. Grievance meetings should be arranged and conducted in an atmosphere free from hostility and personal attack. Participants will be free from restraint, interference, coercion, discrimination or reprisal for participating in grievance proceedings.

a. A grievance is a complaint:

- (1) By an employee concerning a matter relating to the employment of the employee (the matter must personally affect the employee);
- (2) By the Union concerning a matter relating to the employment of any employee; or
- (3) By an employee, group of employees, the Union, or Management concerning:
  - (a) The effect or interpretation, breach or claim of breach, of the collective bargaining agreement; or
  - (b) Any claimed violation, concerning the interpretation or application 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 the National Security Act;
- (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) Decisions related to suitability or security matters;
- (7) Proposed disciplinary or adverse action;
- (8) The termination of a probationary or temporary employee;
- (9) Reduction-in-force;
- (10) Any other matters specifically excluded by law, regulation, or this agreement.

Section 2. An employee affected by discrimination, or an action in 5 USC 7512 for which there is an appellate process; removal, suspension of more than 14 days, grade or 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. The provisions of 5 USC 7702 apply regarding the employee's right to a review of an arbitration decision by the MSPB, EEOC, or court. An employee exercises his option under this section by filing a timely notice of appeal under the appellate procedure or a timely grievance under this Negotiated Grievance Procedure.

Section 3. The Negotiated Grievance Procedure (NGP) is the exclusive procedure available to the parties for resolving grievances over matters within the control of PSVTS arising out of employees' conditions of employment. Grievances must be presented within fifteen (15) days after the occurrence or after first knowledge of the matter that gave rise to the grievance. The Union may represent an employee in processing a matter through this procedure. An employee may present a grievance through the steps of this procedure without a Union representative, but if a meeting is held at which an adjustment of the grievance is reached, the Union must have an opportunity to be present.

Section 4. Grievance resolution requires objectivity and careful analysis of the facts of the case. The grievant may present material supporting his position and be represented by a Union Representative at each Step of the process. Management will consider the issues raised, investigate as necessary, report findings and give a decision to the grievant and Union. Each party is responsible for good faith search for acceptable resolution.

- a. Time limits in Section 5 may be extended by documenting mutual agreement of the Parties. Wherever a reference to days occurs in this Article it means calendar days.
- b. Grievances pertaining to disciplinary actions can only be processed through the Negotiated Grievance Procedure. Grievances over any disciplinary action may be introduced at Step 2 of the grievance procedure.
- c. Union initiated grievances will be entered at Step 2 using the grievance form at Appendix I, identifying issues and pertinent Articles and Sections of the Agreement, including any directly related documentation, whether a meeting is desired, and stating the resolution desired.

Section 5. The **grievance procedure** is:

#### Step 1

An employee (and Union representative if elected) must first complete the grievance form found at Appendix I of this Agreement and present it to the immediate supervisor. The grievance will identify the issues, including the pertinent articles and sections of the agreement and/or regulations bearing on the matter, including any directly related documentation, and state the resolution desired. The supervisor has seven (7) days to meet with the employee and seven (7) days after a meeting to answer the grievance.

#### Step 2

- a. If an acceptable settlement is not reached at Step 1, the grievance may be referred to Step 2 for consideration by the PSVTS Director within seven (7) days following the answer in Step 1.
- b. An employee whose grievance is at Step 2 will meet with the PSVTS Director within ten (10) days.
- c. The Employer shall give a written decision within ten (10) days after the meeting.

### Step 3

- a. If an acceptable settlement is not reached at Step 2, the written grievance may be forwarded for attention of the Chief, Waterways Management Division, within seven (7) days after receipt of the Step 2 decision.
- b. The Commander or designee will arrange for a meeting to be held as soon as feasible, normally within (10) days after receipt of the grievance.
- c. The Employer shall render a written decision within fifteen (15) days after the meeting.
- d. If an acceptable settlement is not reached the Union may submit the grievance to arbitration.

Section 6. An Employer grievance concerning matters within the scope of this Agreement shall be in writing to the Union. The grievance must be sent within fifteen (15) days of the occurrence or first knowledge of the matter(s) giving rise to the grievance. The Union may resolve the issue(s), or meet with the Chief, Waterways Management Division or his designee in an effort to resolve the issue(s), normally within ten (10) days of receipt of the grievance. The Union will issue a written decision on the issue(s) raised in the Management grievance not later than fifteen (15) days following a meeting. Issues not acceptably resolved by the Union decision may be referred to arbitration.

Section 7. Questions of grievability or arbitrability may be raised by the Employer at any step of the grievance procedure, and such questions may be presented to an arbitrator in accordance with this Agreement.

Section 8. When a group of employees are personally affected by an incident, other than grievances concerning disciplinary actions, and have essentially identical grievances the Union will select one employee's grievance for consolidated processing. All decisions for that grievance will be binding on the other grievants.

Section 9. Management shall, upon written request, provide the Union with records, maintained by Management, pertinent to a grievable matter for the purpose of substantiating the contentions or claims of the parties regarding a specific grievance or to determine whether a grievance should be filed, insofar as permissible without violating applicable law or regulation.

- a. Requests by the Union for copies of such records shall be reasonable and relate to the resolution or substantiation or claim of the grievance.
- b. Records will be furnished as soon as practical after the request, within seven (7) days when practicable. When records are requested in connection with a grievance and the records

are not readily available prior to a meeting, the meeting may be delayed until the records are made available. If the records are not available within fifteen (15) days, the Union may request a meeting without delay.

Section 10. An International Representative may participate in a grievance meeting conducted at Step 2 or 3, or arbitration hearing, provided such participation does not result in any cost to Management.

Section 11. Grievance discussions will normally be conducted during the administrative week, Monday through Friday during administrative hours. If persons who need to be present are available at other times the meeting may be set for a time outside the administrative work week. Employees who are on duty but not assigned to the day shift when required to be present at a grievance meeting may be changed to the day shift, odd shifted, or the meeting time may be changed for this purpose.

Section 12. 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 13. Verbatim records by transcript or tape will not be made during grievance meetings. Both parties may take notes during the meeting.

Section 14. The grievance process in this Article may only be used by a bargaining Unit employee, the Union, or the Employer.

## ARTICLE 29

### ARBITRATION

Section 1. If Management and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, after issuance of the final decision, upon written notice by either party may be submitted to binding 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 the Employer or the Union.

Section 2. Grievability or arbitrability disputes may be referred to an arbitrator for resolution under this Article. The arbitrator shall address those issues first, before hearing 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. It is expected that the hearing on both questions shall be heard by the same arbitrator.

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 thirty (30) days of receipt of the final decision on the grievance. Within ten (10) days 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 fifteen (15) days 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 repeat the procedure. The remaining listed person shall be selected as the arbitrator for the case. The parties will establish with the Arbitrator a mutually acceptable date for the hearing, normally within ninety (90) days of selecting the Arbitrator. The parties may mutually agree to extend any of the above time limits.

Section 4. The Arbitrator's fees and expenses shall be borne equally by the parties. Management will furnish adequate facilities for the arbitration hearing. The parties individually retain the right to have a court reporter make 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 administrative work hours, Monday through Friday, except on holidays, at the Command. The grievant shall be excused from duty to participate in an arbitration proceeding without loss of pay or leave. 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) days 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 the Employer, as quickly as possible, normally within 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. The arbitrator may award attorney fees in accordance with applicable laws and regulations.

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 the purpose.

Section 8. It is understood that the Union retains the right to arbitrate the following actions under this procedure:

a. Adverse Actions (suspensions of more than fourteen (14) days, removal, reduction-in-grade or pay or furlough for thirty (30) days or less). If the employee requests arbitration after a negative grievance decision the Union will decide whether to proceed to arbitration within twenty (20) calendar days of the effective date of the adverse action. For purposes of this Section, the effective date of a suspension or furlough is the first day of the suspension or furlough.

b. Actions based on unacceptable performance (reduction-in-grade or removal). If the employee requests arbitration after a negative grievance decision the Union will decide whether to proceed to arbitration within twenty (20) calendar days of the effective date of the adverse action.

Section 9. 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 10. 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.

Section 11. It is understood by the parties that reference to law, regulation, and instruction do not incorporate those issuances as specific parts of this agreement.

## ARTICLE 30

### SHIP RIDES AND FACILITY VISITS

Section 1. The ship ride and facility visit program provides an opportunity for PSVTS personnel to experience or gain insight into VTS interactions from a master, pilot or customer's point of view. It encourages interaction between the maritime and VTS personnel. Our customers in the Puget Sound maritime community have been able to provide numerous suggestions on how to improve our operations and we always remain open to and will seek their input.

Section 2. Every new sector operator must become intimately familiar with our area of operation. In addition to formal classroom training, and on-the-job instruction, a sector operator / watch supervisor trainee shall accomplish;

- a) Two Ferry Rides
  - b) Two Tug rides
  - c) One Deep Draft ride (for Watch Supervisor trainees, if possible, the deep draft ride shall be through the VTS Special Operating Area).
  - d) Marine Exchange visit
  - e) Washington State Ferry Open visit (Watch Supervisor qualified only)
  - f) These rides shall be coordinated through the Training Department
- during Level I, or your trainer and supervisor during Level II. Appropriate attire, types of things to observe and report requirements are detailed in the Traffic Center Manual.

Section 3. Qualified sector operators with less than 5 years of VTS experience are responsible for one ship ride and one facility visits in each 12-month period. Qualified sector operators with 5 or more years of VTS experience are responsible for either one ship ride or one facility visit in each 12-month period alternating types of visits each year. VTS experience is defined as including relevant military and civilian experience at PSVTS or other VTS offices within the Coast Guard. Watch standers normally will rotate ship rides among deep drafts, ferries, tugs, fishing boats and tour boats, among other vessel types, to get the best possible feedback from the maritime community. Facility visits can vary from maritime dispatch offices, operations offices, other government offices or agencies who are our customers as well as other commercial waterfront facilities or businesses.

Section 4. Whenever possible, a qualified operator may accompany trainees with less than four months at the VTS.

Section 5. Each sector operator must submit a written report following each ship ride or facility visit.

## ARTICLE 31

### EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. The parties jointly support an organizational environment that values the diversity and differences that individuals bring to the workplace. Union and Management agree to cooperate in promoting equal opportunity for all Unit employees. Management recognizes the Union's responsibility for making constructive contributions to the national goal of equality of opportunities as expressed in Executive Order 11478 as amended.

Section 2. It is the firm, positive and continuing policy of the Employer and the Union that there shall be no discrimination against any employee on account of physical or mental handicap, age, sex, sexual preference, race, religion, color, national origin, or other non-merit factors, by Civilian or Military members of the Command. In reaching the above stated goal, the parties agree to comply with applicable laws and directives of higher authority in promoting the EEO Program.

Section 3. Unit employees who believe they have been discriminated against because of race, color, religion, sex, age, physical or mental handicap, national origin, or as reprisal for previous involvement in a discrimination complaint may process a timely complaint either through the Negotiated Grievance Procedure, or the Discrimination Complaint Processing Procedure, but not both.

a. Once a timely written complaint is initiated under either procedure, the choice shall be irrevocable.

b. Under the Negotiated Grievance Procedure an employee may choose to seek the assistance of an EEO Counselor or may file a grievance without consulting a Counselor. An employee must bring his or her complaint to the attention of an EEO Counselor or file a grievance alleging prohibited discrimination within forty-five (45) calendar days of the incident giving rise to the complaint. Employees are encouraged to contact an EEO Counselor without regard to the procedure ultimately selected.

Section 4. Employees who are called upon to testify at hearings concerning complaints of discrimination shall be free from restraint, interference, coercion, discrimination, or reprisal in presenting their testimony.

Section 5. The Employer recognizes the desirability of open channels of communications between Unit employees and Management on EEO matters. To this end, the Union and Management agree to encourage Unit employees and all levels of Management to pursue this objective.

## **ARTICLE 32**

### **DISTRIBUTION OF THE AGREEMENT**

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

Section 2. Each Bargaining Unit employee at Puget Sound Vessel Traffic Service, Seattle will be provided with a copy of the Agreement. The Union will be given an additional 10 copies of the Agreement.

## ARTICLE 33

### 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 Department of Homeland Security. This Agreement shall terminate immediately at any time the Union is no longer entitled to exclusive recognition for the present Unit under 5 USC Chapter 71. Termination of this Agreement will not, in itself, terminate the recognition granted the Union.

a. Either party to this Agreement will give written notice to the other party between 150 and 120 calendar days prior to the expiration date of this Agreement of the party's desire to negotiate a new agreement. If the parties desire renegotiations they will proceed to develop ground rules for a new agreement within a mutually agreed time period.

b. By mutual agreement of the parties, this Agreement may be extended for an additional three year term, in lieu of negotiating a new agreement, provided the terms of this Agreement are brought into conformance with applicable laws and regulations in effect at the time the extension is approved.

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 of governing authorities 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 fifteen (15) days after receipt of such notice to negotiate 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 Department of Homeland Security.

Section 3. Any amendment(s) to this Agreement, which are agreed to and approved under conditions of this Agreement, will be promptly reproduced and distributed by the Employer to Management, Union representatives, and to all Bargaining Unit employees.

Section 4. 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 5. 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 6. The parties may negotiate a Memorandum of Understanding (MOU) concerning any matter appropriate for negotiations, or as a mutual understanding concerning the terms and conditions herein.

**APPENDIX I**

**PSVTS/IBB AFL-CIO NEGOTIATED GRIEVANCE**

FROM: (Grievant)

Designated Union Representative

Position Title

Date

STEP 1

TO:

**ARTICLE(S) AND SECTION(S) GRIEVED:**

**DATE OF INCIDENT OR KNOWLEDGE OF INCIDENT**

**PRECISE NATURE OF GRIEVANCE (i.e. specifics; names, dates, times, places)**

(Continue on next page if more space is needed)

**CORRECTIVE ACTION DESIRED**

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\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Steward's Signature**

**STEP 1 DECISION**

\_\_\_\_\_  
**Deciding Official Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**STEP 2**

**TO:**

**Date**

**STEP 2 DECISION**

\_\_\_\_\_  
**Deciding Official Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**STEP 3**

**TO:**

**Date**

**STEP 3 DECISION**

\_\_\_\_\_  
**Deciding Official Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

**APPENDIX II**

**OFFICIAL TIME REQUEST/APPROVAL FORM**

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\_\_\_\_\_  
(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. ESTIMATED TIME NEEDED \_\_\_\_\_ TO:**

- CONTACT EMPLOYEE
  - SCHEDULED GRIEVANCE MEETING
  - INVESTIGATE GRIEVANCE
  - FORMAL INVESTIGATIVE DISCUSSION
  - PREPARE FOR ARBITRATION
  - CONSULTATION WITH MANAGEMENT
  - RESEARCH/PREPARE GRIEVANCE
  - OTHER (SPECIFY)
- 
- 
- 

**I HAVE CONTACTED**

\_\_\_\_\_  
(SUPERVISOR/WATCH SUPERVISOR)

**AND OBTAINED AUTHORIZATION TO MEET WITH AN EMPLOYEE AT**

\_\_\_\_\_  
(LOCATION)

\_\_\_\_\_  
(TIME) )

\_\_\_\_\_  
(REPRESENTATIVE'S SIGNATURE)

**PERMISSION GRANTED \_\_\_\_\_**  
(IF DENIED, STATE REASON)

**DENIED \_\_\_\_\_**

\_\_\_\_\_  
(SUPERVISOR/WATCH SUPR SIGNATURE)

\_\_\_\_\_  
(DATE)

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