



Negotiated Contract Agreement Between
Eighth Coast Guard District
and
Service Employees International Union
Local 100 (AFL-CIO)

1 March 1991

LOCAL 100

Service Employees International Union, AFL-CIO, CLC



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PREAMBLE

Section 1

In accordance with the policy set forth in the U.S. Civil Service Reform Act of 1978, Title VII, PL-95-454, herein referred to as "The Act" and subject to all existing or future applicable statutes, government-wide and agency regulations, this agreement is made by and between the Eighth Coast Guard District herein referred to as the "Employer" and the Service Employees International Union Local 100 (AFL-CIO), herein referred to as the "Union." Collectively they are referred to as the "Parties."

Section 2

The Parties agree that the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate the well-being of employees and efficient administration of the Government which are benefited by providing employees an opportunity to participate in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.

Section 3

Therefore, the parties enter into the following agreement:

ARTICLE I

RECOGNITION AND UNIT DETERMINATION

Section 1

The Employer recognizes the Service Employees International Union, Local 100 as the exclusive representative of all eligible unit employees.

Section 2

The unit to which this agreement is applicable, as certified in FLRA Case No. 6-RO-90005, is all professional and nonprofessional employees of the Eighth Coast Guard District located in New Orleans, Louisiana, excluding excepted service employees, temporary employees with appointments not to exceed one year, management officials, supervisors, and employees described in 5 U.S.C. 7112 (b)(2)(3)(4)(6) and (7).

ARTICLE II

MANAGEMENT RIGHTS

Section 1

In accordance with 7106 of the Act and this Agreement, the Employer retains the authority:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

b. In accordance with applicable laws:

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

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

(3) With respect to filling positions, to make selections for appointments from:

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

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

(5) Nothing in this agreement shall preclude the agency and the labor organization from negotiating:

(a) At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(b) Procedures which management officials of the agency will observe in exercising any authority under this Article; or

(c) Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE III

EMPLOYEE RIGHTS AND RESPONSIBILITIES

Section 1

Employees in the unit shall be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization, or to refrain from such activity. In accordance with prevailing laws, regulations, policies and procedures, and this Agreement, this right includes the right to:

--act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to the heads of agencies and other officials of the Executive branch of the Government or the Congress, or other appropriate authorities, and

--to engage in collective bargaining with respect to conditions of employment through representatives chosen under the Statute.

Section 2

Employees in the unit have the right to have a Union representative present at any investigation examination (meeting) with management if the employee:

a. Reasonably believes that the examination may result in disciplinary action against the employee, and

b. The employee requests representation.

No further questioning or action will take place until the Union has been given a reasonable opportunity to be present.

Section 3

Employees shall have the right to engage in outside activities and undertakings of their own choosing not in violation of law, regulation, or this Agreement.

Section 4

To the extent it is within the Employer's control, every reasonable effort will be made to ensure that employees are paid timely in accordance with DOT regulations. Employees whose paychecks are not received or lost may apply directly to the Coast Guard mutual assistance. Such applications will be expeditiously processed. An employee's pay will not be withheld by the Employer except in accordance with applicable law and regulation. Employees are responsible for reviewing their biweekly earning and leave statements and reporting any errors to appropriate officials.

Section 5

a. All employees shall be treated without discrimination based on political affiliation, race, color, religion, national origin, sex, marital status, age or handicapping condition.

b. Employees will be informed annually on an individual basis of their rights under 5 U.S.C. 7114 (2)(B) by memorandum.

Section 6

Employee participation in the Combined Federal Campaign, Blood Donor Program, Savings Bond Campaign and other humane and worthy projects is strictly on a voluntary basis. While the Parties strongly support and encourage such participation employees will not be required or coerced to participate.

Section 7

If an employee wishes to discuss a grievance or potential grievance with his/her Union steward during duty hours the employee must first request permission from his/her supervisor. The employee will be excused if the supervisor determines that operations will not significantly suffer. The form "Request for Official Time for Representational Purposes" will be used. However, if the supervisor determines that operations will be significantly hampered the employee will be advised as to when he/she can be excused. The employee is expected to return to his/her work station by the end of the stipulated period of duty time and to check in with the supervisor upon returning. If the approved period of absence goes to the end of the employee's tour of duty he/she must check in with the supervisor at the end of the workday. However, if this is regarded as impractical, the employee and the supervisor may agree to another arrangement such as the employee telephoning at the end of the work day. Overtime is not payable in connection with representational activities.

ARTICLE IV

UNION RIGHTS AND RESPONSIBILITIES

Section 1

The Employer recognizes the Union as the exclusive representative of the employees of the bargaining unit, entitled to act for the unit.

Section 2

The employer agrees that in accordance with law, the Union shall be given the opportunity to be represented at:

a. Any formal discussion between one or more representatives of the Employer and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or

b. Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if:

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

(2) the employee requests representation.

Section 3

It is the responsibility of the Union:

a. To provide the Employer, in writing, and maintain on a current basis, the names of its elected officials and designated Union stewards.

b. To represent the interest of all employees in the unit without discrimination and without regard to labor organization membership.

Section 4

The Union agrees that it will adhere to standards of conduct for labor organizations as set forth in 5 U.S.C. 7120 of the Federal Service Labor-Management Relations Statute.

Section 5

The Employer shall not restrain, interfere with, or coerce representatives of the Union in the exercise of their rights under 5 U.S.C. Chapter 71 and this Agreement.

Section 6

The union may provide a letter to new unit employees for inclusion in the Employer's orientation package.

ARTICLE V

LABOR-MANAGEMENT RELATIONS

Section 1

The Union strongly supports the Employer in its efforts to eliminate waste, conserve materials, improve the quality of workmanship, encourage the submission of improvement and cost reduction ideas, prevent accidents, and strengthen good relations among the Employer, employees, and the community.

Section 2

Upon the request of either Party meetings will be promptly scheduled to discuss issues which may arise.

Section 3

The Employer recognizes the Union's right to request negotiations on procedures which the Employer will observe in exercising its rights (Implementation Negotiation) or appropriate arrangements for employees adversely affected by the Employer's exercise of its rights (Impact Bargaining) when such action by the Employer will have a material and significant adverse impact on bargaining unit employees.

Section 4

When the Employer proposes to establish or change a personnel policy, practice or working condition which will have a significant adverse impact on bargaining unit employees the following procedures shall apply.

a. Normally, a notice will be submitted to the Chief Organizer of Local 100 at least five (5) working days before the Employer plans to implement the change. The Union will have three (3) working days in which to request an opportunity to negotiate. Such request will contain the proposals which the Union wishes to negotiate. When it is administratively impractical for the Employer to provide five (5) days advance notice, the Union will be informed as to when it must give notice and submit proposals if it wishes to invoke negotiations. When negotiations are invoked, then the Parties shall commence negotiations within three (3) working days unless the Employer delays or decides not to implement the proposed change.

b. The Union agrees that any proposals submitted in the context of impact or implementation or other midterm bargaining will be specifically related to the proposed change(s) and will not deal with extraneous matters.

c. The Employer agrees that reasonable extensions of time under this section may be made for good cause provided that the total time involved does not cause an unreasonable delay or impede the Employer in the exercise of its management rights.

d. When an agreement is not reached in a reasonable amount of time on an issue in midterm negotiations and the Employer has a need to implement, the Employer may implement on an interim basis pending resolution through negotiations or, if necessary, impasse procedures. However, the change is only interim and will be superseded by the agreement between the parties when finalized. The Employer will cooperate in impasse resolution through the service of the Federal Mediation and Conciliation Service and, if necessary, the Federal Service Impasses Panel, when such services are sought by the Union.

e. Any agreement resulting from midterm negotiations shall be effective between the parties upon signing, subject to the review of the Agency Head pursuant to 5 U.S.C. 7114(c).

f. A reasonable amount of time as defined in this article shall be understood to mean ten (10) working days unless reduced or extended by mutual written consent of both parties.

g. Any agreement applicable only to part of the bargaining unit shall remain effective as indicated by the Parties in that agreement.

h. It is understood that only those officials designated by the Commander, CGD8, or his/her designee have the authority to negotiate on behalf of the Employer and only those Union representatives designated by the SEIU shall have the authority to negotiate for the Union. Any Agreement by other officials and representatives of the Parties shall be null and void.

Section 5

The following procedures shall govern the conduct of all midterm negotiations pursuant to this Article:

a. Negotiations shall take place during regular administrative work days unless otherwise mutually agreed to by the Parties.

b. The Employer will provide a site for midterm negotiations.

c. The Union may have the same number of Union negotiators as the Employer.

d. Time spent during negotiating sessions, including caucuses, shall be on official time for employee Union representatives, if otherwise in a duty status.

Section 6

a. Prior to filing any formal Unfair Labor Practice charge with the FLRA the Union will provide the Employer advance written notice of seven (7) workdays.

b. The Union agrees with the Employer that whenever practicable it is in the best interest of the Parties to resolve disputes directly without involving other parties. For this reason the Union will be available to confer, meet, or in other ways seek to amicably resolve any disputed matter between the Parties, both prior to and after filing any charge with the FLRA. To this end, should significant progress toward resolving the matter be apparent after seven (7) workdays, the Union agrees to grant an additional seven (7) workdays to facilitate settlement of the issue.

Section 7

The Union may designate one (1) representative to serve on each of the following committees: Safety; Human Relations; Federal Women's Program; and Morale.

ARTICLE VI

COMMUNICATIONS

Section 1

The Employer shall designate in writing CGD8 officials at the District Office and at the MSO as principal and alternate contacts. However, all written communication to CGD8 from Local 100 shall be directed to the designated official at the District Offices.

Section 2

The Union shall designate in writing three (3) Local 100 officials, one (1) as principal on site contact at the District Offices, one (1) as principal on site contact at the MSO and one

(1) as principal Local 100 Headquarters contact. All written communications to Local 100 from CGD8 shall be directed to those individuals.

Section 3

CGD8 and Local 100 agree to maintain a cooperative relationship. CGD8 will give prompt action to written inquiries received from Local 100 representatives and answer such inquiries within ten (10) working-days. Local 100 will provide the same consideration to inquiries received from CGD8.

Section 4

Visits by authorized non-employee Local 100 representatives to CGD8 facilities to conduct business pertinent to this Agreement will normally be permitted subject to safety/security regulations and advance approval by the Employer. Local 100 representatives shall advise the designated Employer official under Section 1 of this Article of their proposed visit and its purpose in advance. Approval for the visit will normally be granted unless there are exceptional circumstances.

ARTICLE VII

UNION REPRESENTATION

Section 1.

The Union may designate employees of the unit as Union stewards. No more than one (1) steward per ten (10) employees shall be so designated.

Section 2

Union stewards understand and accept the fact that their stewardship functions do not in any way relieve them from observing rules of conduct established by law, regulations, DOT and Coast Guard policy, or from the full performance of their assigned duties.

Section 3

The Union agrees to notify the Employer in writing of the names of the stewards who are authorized to act for the Union. The list of names shall include a designation of the organizational components of the District in which each steward is assigned. Except in unusual circumstances explained in advance to the Employer in writing, stewards at the District Offices shall not provide representation services at the MSO and stewards at the MSO shall not represent employees at the District Offices. The Employer shall not be responsible for the travel expenses of any union official or unit employee incurred in such representational duties. Revisions in the names of stewards will be submitted to the principal contact and the Civilian Personnel Officer of the Employer in writing prior to the effective date of the change.

Section 4

The Employer will receive advance written notification of the name of an employee's designated union representative.

Section 5

Permission to perform representational functions will be granted by the supervisor in accordance with Article IX, Official Time, or the supervisor will advise the steward as to when it will be granted or the reason(s) for not granting.

ARTICLE VIII

UNION SERVICES

Section 1

The Employer will provide one bulletin board for use by the Union on each floor exclusively occupied by the Employer at the District Offices and at the MSO. Prior approval for posting will not be required, but the Union agrees it will not post any material which is libelous, scurrilous, or abusive.

Section 2

The Employer will allow Union officials access to Federal personnel and agency regulations maintained by the Civilian Personnel Liaison which are necessary for the Union to carry out its representational functions.

Section 3

The Union may transmit official correspondence pertaining to the administration of this agreement to Unit employees via desk drops during non-duty time. The Union agrees that such distributions will not impede work accomplishment. The Union may send one (1) mass mailing per calendar quarter to unit employees via the Employer's interoffice mail.

Section 4

When there is no hindrance to official business, upon reasonable advance request, the Employer will provide the Union with suitable space, if available, for Union meetings during non-work hours. Under the same conditions, a private office, conference room, or other space may be used for a Union representative and a Unit employee to meet and conduct appropriate business under this contract. Granting of space will be subject to normal safety and security regulations.

Section 5

The cost of printing this agreement will be borne by the Employer. The Employer agrees to distribute copies of this agreement to new bargaining unit employees within two (2) weeks of EOD and provide the Union sufficient copies for current unit employees plus 20 additional copies.

ARTICLE IX
OFFICIAL TIME

Section 1

Designated organizational stewards will be authorized official time to:

a. Represent the Union at any formal discussions between representatives of the Employer and bargaining unit employees in the organizations serviced by the steward concerning any grievance or any personnel policy or practice or other general condition of employment.

b. Represent any employee who is being examined by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests union representation.

c. Represent any employee in making an oral reply to a proposed disciplinary action, adverse action or action based on unacceptable performance if the employee has requested such representation.

d. Represent the Union in arbitration hearings when designated as the Union representative.

e. Represent the Union in Unfair Labor Practice (ULP) proceedings when designated by the FLRA as a witness or by the Union as its representative.

Section 2

An Employee designated to represent the Union on a committee will be granted official time, if otherwise in a duty status, to attend committee meetings and carry out assigned functions.

Section 3

Employees assigned to negotiating teams for term or midterm negotiations (impact and implementation) will be granted official time, if otherwise in a duty status, to participate in negotiations in accordance with applicable ground rules.

Section 4

Employees designated to represent the Union in labor-management consultation meetings will be granted official time to attend these meetings, if otherwise in a duty status.

Section 5

The Employer agrees to grant official time to employees who are elected Union officials, designated stewards or representatives for the purpose of attending Union sponsored training. In the event official time cannot be granted for a particular employee for a given session, the Union will be provided the reasons for the denial. Such training must concern 5 U.S.C. Chapter 71, basic statutes concerning conditions of employment, or agency policy and/or the administration of this Agreement. Eight (8) hours of official time for training will be granted to not more than (3) such employees annually.

Section 6

Any and all other use of official time by employees representing the Union must be with the written approval of the Commander, CGD8 or his/her designee, based on a request from the Local 100 Union Chief Organizer.

Section 7

As soon as practical after the effective date of the Agreement, the Employer will grant designated officials, representatives and/or stewards time not to exceed eight (8) hours each of official time, if otherwise in a duty status, for the purpose of attending training provided by the Union on the terms and conditions of this Agreement. At least one person from each team who took part in the negotiations of this Agreement will participate in the conduct and presentation of this training.

Section 8

The Employer is responsible for recording and accounting for the use of official time for all representational functions. It is agreed that the following procedure will be used for requesting, and obtaining official time for Union officials, stewards representatives, and employees under the provisions of this Agreement and 5 U.S.C. Chapter 71.

If a Union steward wishes to use official time for a legitimate purpose under this agreement, the representative must first request permission from his/her supervisor. The steward will be excused if the supervisor determines that operations will not significantly suffer. The form "Request for Official Time for Representational Purposes" will be used. However, if the supervisor determines that operations will be significantly hampered the steward will be advised as to when he/she can be excused. The steward is expected to return to his/her work station by the end of the stipulated period of duty time and to check in with the supervisor upon returning. If the approved

period of absence goes to the end of the steward's tour of duty he/she must check in with the supervisor at the end of the work day. However, if this is regarded as impractical, the steward and the supervisor may agree to another arrangement such as the steward telephoning at the end of the work day. Overtime is not payable in connection with representational activities.

REQUEST FOR OFFICIAL TIME FOR REPRESENTATIONAL PURPOSES

For use by SEIU Local 100

Requestor: _____ Date: _____

Purpose (e.g., grievance or appeal) _____

Eighth District unit of employee being represented: _____

Time out: _____

Estimated time back: _____

Location where time is to be spent: _____

Requestor's signature: _____

_____ Approved

_____ Disapproved

Supervisor's signature: _____

Time returned: _____

Total time used (to nearest 5 minutes): _____

Requestor's signature: _____

Supervisor's signature: _____

Original: Requestor's Supervisor
Copy: Requestor
(pc)-Labor/Employee Relations

Form LMR-1

ARTICLE X

HOURS OF WORK

Section 1

The administrative work week for all Unit employees is seven (7) consecutive days, Sunday through Saturday. The basic workweek will consist of five (5) days of eight (8) hours each (exclusive of lunch periods) normally Monday through Friday. When the Employer changes an employee's workweek and/or tour of duty the affected employee shall be notified two (2) weeks or as far in advance as feasible. The hours of duty shall include a non-paid lunch period of one half hour, the time of which shall be determined by the supervisor.

Section 2

The Union will be advised of any proposed permanent changes to the basic workweek or tour of duty prior to implementation in accordance with Article V, Section 4.

Section 3

Federal Wage System employees will be provided cleanup time or time to change clothing prior to the end of the workday as considered necessary by the supervisor.

Section 4

Flexitime for unit employees will be governed by the Eighth District flexitime instruction.

ARTICLE XI

OVERTIME

Section 1

Overtime will be paid in accordance with applicable laws and regulations. It is understood that the Employer may require employees to work overtime; however, an employee's preference to work or not to work will be given consideration.

Section 2

The Supervisor will distribute overtime among qualified employees who are on duty. The overtime will be offered in order of seniority based on Federal service computation date. Employees will be directed to work overtime in order of reverse seniority. Employees with documented attendance problems will not normally be offered overtime.

Section 3

In the assignment of overtime the Employer agrees to provide the employee with as much advance notice as possible. The Union recognizes that advance notice for unscheduled overtime may not be possible.

Section 4

At their request, General Schedule employees who are exempt from the Fair Labor Standards Act will be granted compensatory time in lieu of overtime pay for irregular or occasional overtime work. Compensatory time not taken will be paid in accordance with governing instructions.

Section 5

Irregular or occasional overtime work performed on a day when work was not scheduled for an employee, or for which the employee is required to return to the place of employment, shall entitle the employee to a minimum of two (2) hours overtime pay or compensatory time off.

Section 6

When it is necessary for an employee to travel during non-duty hours, the employee will be paid overtime when such travel constitutes hours of work under Title 5, U.S. Code or the Fair Labor Standards Act, as applicable.

ARTICLE XII

ANNUAL LEAVE

Section 1

The Union and the Employer recognize the right of employees to use accrued annual leave subject to the right of the Employer to schedule such leave. Consistent with workload requirements and the provisions of this Article the Employer shall approve annual leave requested in advance.

Section 2

Requests for annual leave will be submitted in advance on an SF-71, Application for Leave, to the designated leave approving official who will approve or disapprove the request giving the reasons for any disapproval to the employee. Requests for emergency annual leave will be made to the appropriate leave approving official as soon as possible but not later than the 9:00 AM when the employee is not already in a duty status. Approval of emergency annual leave will be made on a case by case basis with the leave approving official giving the reasons for any disapproval in writing on the SF-71 to the employee.

Section 3

When annual leave requested in advance cannot be approved as initially requested by the employee, the leave approving official and the employee shall meet to discuss the situation and every reasonable effort shall be made to schedule the leave at a time which is mutually agreeable to both parties.

ARTICLE XIII

SICK LEAVE

Section 1

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

Section 2

Sick leave shall be granted by the leave approving official when the employee is incapacitated for the performance of his/her duties by sickness or injury. Sick leave will also be granted for medical, dental, or optical examination or treatment. Employees are encouraged to make every effort to make appointments during non-duty hours. Requests for prearranged sick leave for medical, dental, or optical examinations or treatment may be approved provided that written requests are submitted by the employee to his/her supervisor as soon as possible but at least twenty-four (24) hours before the requested leave is to begin; and that such requests for sick leave contain information as to the time, type and date of appointment. Under extenuating circumstances, requests for sick leave which cannot be made twenty-four (24) hours in advance will be made immediately upon receipt of such appointment, but not later than two (2) hours before the requested leave is to begin.

Section 3

Employees are responsible for requesting sick leave and for notifying their supervisor when they are unable to report to work because of illness. An employee who is absent on account of illness is personally responsible for ensuring that his/her supervisor is properly notified at the beginning of the scheduled workday or shift. Under extenuating circumstances the employee may have someone notify the supervisor on his/her behalf. It is understood that if information deemed necessary is not provided the supervisor may defer a decision or deny the requested leave.

If the first level supervisor is not available then the call will be made to the next higher level of supervision until the employee reaches a supervisor. If the employee anticipates that his/her illness will exceed one workday, he/she shall inform his/her supervisor of the anticipated date of return. If the employee's absence extends beyond the date anticipated, he/she shall be responsible for keeping the supervisor informed of his/her status.

Section 4

Sick leave of more than three (3) consecutive workdays should normally be supported by a medical certificate from a physician or other equivalent practitioner certifying to the employee's incapacity. However, the supervisor may approve sick leave in excess of three (3) workdays without a medical certificate if the supervisor considers it impractical to require such a certificate and if the employee submits a signed statement indicating the nature of his/her illness.

Section 5

It is agreed and understood that the Employer has the right to require that an employee furnish a medical certificate from a physician or other equivalent practitioner for each absence the employee claims was due to incapacitation for duty on the following basis:

a. When the Employer has reasonable cause to believe that the employee has abused sick leave privileges. Prior to reaching this conclusion the Employer will normally discuss the matter with the employee and afford him/her the opportunity to respond.

b. When the employee has been furnished written notice that he/she must furnish such a certificate. The written notice will contain the reason for the requirement.

The Employer will review the sick leave record of an employee required to furnish medical certification, after one (1) year. If no abuse is evident the employee will be notified that a medical certificate will no longer be required for absences for periods of three (3) days or less. In addition, the Employer may review the employee's sick leave record at any time prior to one (1) year and cancel the letter of requirement if deemed appropriate.

Section 6

Employees who are incapacitated for duty for an extended period because of serious illness or injury may be advanced sick leave not to exceed thirty (30) workdays provided:

a. The employee is serving under a career, career-conditional or VRA appointment in a permanent position;

b. The request for advanced sick leave must be in writing specifically stating the reason for the request and the amount of leave desired. The written request must be supported by a medical certificate stating the nature of the illness, the necessity for leave, the period the employee will be incapacitated and the approximate date the employee is expected to return to duty.

c. The employee's separation or retirement is not anticipated;

d. There is no evidence indicating the employee will not remain employed after his or her return to duty long enough to repay the advance sick leave; and,

e. The employee requests and his or her condition requires an absence on sick leave of at least one (1) workday beyond the expiration of all accumulated sick leave and all annual leave.

Section 7

Employees having sick leave abuse letters on file will not normally be granted advance sick leave as provided for in Section 6 above.

ARTICLE XIV

LEAVE FOR PARENTAL AND FAMILY RESPONSIBILITIES

Section 1

The Employer supports the goal of strengthening the basic role of the Federal Government as a family oriented employer. Employees should be granted leave for parental and family responsibilities in a manner that fairly and consistently balances the employee's needs against the Employer's essential work requirements.

Section 2

The Employer will consider the needs of the employee and the needs of the organization in considering requests for sick leave, or leave without pay due to pregnancy, childbirth or related medical conditions. The Employer's decisions on such leave requests will be in accordance with applicable law and regulation. Similar consideration will also be given requests for annual leave or leave without pay, for the purpose of caring for the employee's spouse, newborn, newly adopted, or minor children.

ARTICLE XV

COURT LEAVE

Court leave is absence from duty without loss of pay or charge to leave, to perform jury duty in a Federal, State or local court or serve as a witness in an unofficial capacity on behalf of a State or local government. (Service as a witness in an official capacity on behalf of the United States, District of Columbia, a State or local government, or a private party is considered to be official duty time.) Official documentation or summons shall be provided to the supervisor prior to the requested court leave. Upon returning to duty an official certificate of attendance shall be submitted by the employee to his/her supervisor.

ARTICLE XVI

ADMINISTRATIVE LEAVE

Section 1.

It is understood that the Employer may grant administrative leave under certain conditions or circumstances. These include, but are not limited to, extreme weather conditions; serious interruptions of public transportation; disasters such as fire, flood, hurricane, or other natural phenomena; participation in certain civic activities (e.g., voting, blood drives); and other managerial reasons.

Section 2

Supervisory decisions regarding who shall/shall not be granted administrative leave for special events or circumstances will be based on which employees are considered necessary to accomplish work deemed essential. Employees will be given as much notice as practicable.

ARTICLE XVII
HEALTH AND SAFETY

Section 1

The Employer will make every reasonable effort to provide a place of employment which is free from recognized hazards which could likely cause death or serious physical harm to employees, when and where it is within its authority and control to do so.

Section 2

The Parties recognize that not all safety standards and regulations formulated for industrial or business concerns are applicable to the operations of the employees. However, in fulfilling its obligation under Section 1 of this Article, the Employer agrees to use as a guide applicable standards issued by the Coast Guard and those applicable OSHA standards adhered to by the Employer.

Section 3

The Union reserves the right to make safety and health suggestions which offer practical and feasible ways for improving safety and health conditions whenever it believes it necessary to do so.

Section 4

Smoking areas shall be designated in non-Coast Guard controlled space in accordance with applicable regulations.

Section 5

Employees performing consistently heavy workloads at video display terminals (VDTs) will normally be assigned at least ten (10) minutes of other work per hour.

Section 6

The Union agrees to encourage employees to observe safe working practices and the safety and health policies, standards and regulations issued by the Employer.

Section 7

Employees have a responsibility to promptly correct, if possible, any unsafe condition within their ability and delegated authority and/or promptly report such unsafe conditions to the appropriate supervisor. When any safety inspection team visits a bargaining unit employee work area, the union steward member may participate in the safety inspection. Employees should report accidents to their supervisors at the time of the accident. This includes the timely completion of all required documentation by the employee.

Section 8

Employees shall not be subject to restraint, coercion, discrimination, or reprisal because of filing complaints regarding health and safety.

Section 9

The Employer and the Union will cooperate in the continuing effort to eliminate accidents or health hazards. To this end, the Employer agrees that the Union may nominate one (1) member to serve on each safety committee. Time spent in performing committee duties, as determined by the committee chairperson, will be on official time, if the employee is otherwise in a duty status.

Section 10

Reports of safety hazards must be made initially to the employee's supervisor who will initiate appropriate corrective action and/or refer the matter to the District Safety Committee. Employees have the right to file grievances regarding safety hazards.

Section 11

The Employer agrees to advise the bargaining unit employees when an OPM Federal Employee Health Benefits Plan open season is approved and make information on the various plans and options available to the employee.

Section 12

The Employer will continue to offer currently provided health services which are feasible and available.

Section 13

If an ill employee is sent to the Health Unit for treatment and a certified practitioner at the facility determines that the employee is unable to return to work, the employee may be granted leave, if available, or leave without pay (LWOP), if requested and other leave is unavailable. If the medical authority determines that the employee is able to work the supervisor will, unless there are exceptional circumstances, return the employee to duty. Rights, benefits, and responsibilities for employees injured on the job will be in accordance with 5 U.S.C. Chapter 81.

Section 14

If it becomes necessary for an employee to leave work because of an incapacitating illness or injury, as determined by a certified practitioner at the Health Unit or appropriate supervisor, and the employee's normal transportation is not available or within the employee's capacity, the Employer agrees to assist in arranging transportation to a medical facility or the employee's home, at the request of or on the behalf of the employee. Another employee who volunteers to transport the sick or injured employee must do so on his/her own time, as official time is not authorized for this purpose.

Section 15

The Parties agree that problems of hazardous temperature extremes, either hot or cold, in work areas and appropriate measures to reduce the risk of exposed employees are appropriate matters for referral to established health and safety committees.

ARTICLE XVIII

COMPENSATION FOR JOB-RELATED INJURY

Section 1

When an employee suffers a job-related injury or illness, appropriate forms may be obtained from his/her supervisor. Information and/or assistance in filing claims may be obtained from the Civilian Personnel Liaison Office.

Section 2

Upon request an employee who is injured on the job may be counseled by his/her supervisor or the Civilian Personnel Liaison regarding:

- a. his/her right to file for compensation benefits;
- b. the types of benefits available;
- c. the procedure for filing claims;
- d. the option to use continuation of pay in lieu of sick or annual leave for traumatic injuries†
- e. the options available to the employee at a particular point.
- f. the option of buying back leave used and having it re-credited to the employee's account if his/her claim for compensation is approved.

ARTICLE XIX

EMPLOYEE COUNSELING SERVICE

Section 1

The Employer and the Union jointly recognize that treatable illnesses and disorders occur in the workforce as a result of alcohol, drugs, or emotional/behavioral problems. The Parties further recognize that whenever such conditions adversely impact on an employee's work performance, attendance, reliability or conduct, the employee should constructively address these problems through participation in counseling and treatment when appropriate. The Employer and the Union will encourage troubled employees whose conduct or work performance is adversely affected to obtain counseling assistance or treatment.

Section 2

The Employer agrees to assist employees in securing counseling services when supervisors/managers become aware that abuse of alcohol or other drugs may be contributing to a conduct or performance deficiency. This will normally be accomplished by referring the employee to the Employer's Employee Counseling Service.

Section 3

The existence and functions of counseling and referral programs will be publicized. Should any counseling appointment or treatment require an absence from duty, the employee must secure sick or other leave approval from his/her leave approving official.

Section 4

The Parties recognize that the personal privacy and confidentiality of employees seeking counseling assistance are essential for program success and are mandated by law and OPM regulations. It is agreed that all confidential information and records concerning employee counseling and treatment will be maintained in accordance with applicable laws, rules and regulations.

ARTICLE XX

PROMOTIONS AND DETAILS

Section 1

This Article along with the Maintenance and Logistics Command, Atlantic Merit Promotion Plan will cover promotions and details of employees in the unit to positions in the unit.

Section 2

Prior to changing the Merit Promotion Plan, the Employer will notify the Union in accordance with Article V, Section 4. The procedures in Article V, Section 4 will apply except that the Union will have ten (10) days to submit proposals and will be

prepared to negotiate on negotiable items in fifteen (15) days. Negotiations will be restricted to the proposed changes of the Employer and no other portions of the plan will be open for negotiations.

Section 3

Details and Temporary Promotions will be effectuated in accordance with the Merit Promotion Plan and other applicable regulations.

ARTICLE XXI

PERFORMANCE APPRAISAL

Section 1

The Employer will determine and establish Critical Job Elements (CJE's) and performance standards for each employee. Employees shall be encouraged to participate in discussions regarding the establishment of their CJE's, though it remains a final management responsibility. Elements and Standards will be discussed with employeesa

Section 2

Critical Job Elements will normally be consistent with the duties and responsibilities contained in employees' position descriptions. The standards and elements shall be in writing with a copy provided to each employee normally within the first 30 days of the appraisal period. CJE's will be updated expeditiously. After discussion with the employees, annual appraisals, based on comparison of performance with the standards established for the appraisal period shall be provided in writing to employees.

Section 3

The Employer agrees to orient employees regarding the performance appraisal system, to discuss their Critical Job Elements and performance standards with them, and to assist them in improving unsatisfactory work performance. Employees are encouraged to discuss their work with their supervisors and to seek guidance and assistance as necessary.

Section 4

Employees are accountable for their own performance and will make every possible effort to meet their performance standards. Employees are responsible for reviewing their own performance expectations, their progress toward meeting the expectations and for advising their supervisor of any circumstances or conditions which may effect performance.

Section 5

Appraisal results will be used by the Employer as appropriate as one of the bases for training, rewarding, reassigning, promoting, reducing in grade, retaining, removing employees, granting and withholding within-grade increases and other decisions affecting employees for which performance is a factor.

Section 6

Performance appraisals are prepared on an annual basis unless another period is determined to be more appropriate by the Employer in accordance with DOT and Coast Guard regulations.

Section 7

When the appraisal is completed, it shall be discussed with the employee. The employee shall be asked to sign and date the appraisal. By signing, the employee officially signifies only that the appraisal has been received, not agreement with the appraisal. An employee may submit written comments to be filed with the appraisal. The final appraisal of the employee's performance for the most recent appraisal period will be considered the appraisal of record until replaced by another appraisal.

Section 8

Informal discussions, including reviews of performance to determine progress and problems, are a normal part of supervision and should occur throughout the appraisal period. Where there is

Section 2

It is recognized that, in addition to the duties described in position descriptions, the Employer has the statutory right to assign other duties, which may be required to resolve workload changes or organization needs.

Section 3

Management agrees that all positions should be reviewed annually to ensure that positions are needed and are accurately described.

Section 4

An employee may discuss his/her position description with his/her supervisor when there is a question concerning the proper classification of the position. Employees in the unit may discuss with their supervisors any substantial difference between the duties assigned or performed and the contents of the official position description.

Section 5

In the event that the employees dissatisfaction with the classification of his/her position cannot be resolved informally, the employee may appeal under the Negotiated Grievance Procedure of this Agreement if applicable or under the Office of Personnel Management appeals procedure.

Section 6

Union representation during a classification appeal is not appropriate at desk audits of positions or informal discussions on the matter.

Section 7

Prior to downgrading any encumbered unit position, the Union will be notified by management and provided the reason for the downgrade.

Section 8

The Employer shall consider suggestions from the Union regarding ways to minimize the adverse impact of the contemplated downgrade on the employee.

ARTICLE XXIII

EMPLOYEE PERSONNEL RECORDS

Section 1

Upon an employee's request the Civilian Personnel Office will provide the employee with a copy of material being added to his/her official personnel file. An employee may review his/her official personnel folder upon request to the Civilian Personnel Office via the supervisor. The employee may also authorize his designated Union representative to review the employee's official personnel folder in connection with a grievance or other legitimate representational function. The employee may discuss the contents of his/her file with a member of the Civilian Personnel Office stafft

Section 2

The SF-7B card, if used, and attachments thereto maintained by the employeets supervisor may be reviewed by the employee at his/her request. Negative entries and documents may be removed/deleted by the supervisor at any time, but in no case may be maintained/recorded longer than one (1) year, except for SF-50 actions.

Section 3

Employee personnel records maintained by the Employer will be disclosed in accordance with the Privacy Act.

ARTICLE XXIV

INCENTIVE AWARDS PROGRAM

Section 1

The Parties agree that it is of mutual benefit to encourage employees to actively participate and contribute to the agency's efficiency, effectiveness and service to the public. An incentive award program shall be administered in accordance with

current Commandant Instructions and regulationsn Unit employeesn achievement shall be recognized through and in accordance with the incentive awards programsn

Section 2

The Employer agrees that other/additional awards may be given when deemed appropriaten

Section 3

The Employer agrees to provide the union the number and types of awards granted to bargaining unit employees annually.

Section 4

Within the context of budgetary considerations and limitations, quality step increases and other cash awards will be given to employees in accordance with DOT and Coast Guard regulations.

Section 5

The Employer encourages employees to file suggestions using the Coast Guard Idea Express Suggestion System. Suggesters whose ideas are adopted, are eligible for cash awards based on tangible or intangible savings realized. The size of the award is based on the value of the suggestion to the organization.

ARTICLE XXV

TRAINING AND CAREER DEVELOPMENT

Section 1

The Employer and the Union believe that appropriate training and development of employees are important, increase the efficiency and effectiveness of operations, and develop the knowledge, skills, and abilities of Unit employees in the performance of their dutiesn

Section 2

The Employer will seek to develop a well-trained workforce consistent with operational needs; available funds, resources, and time. Career development for individual employees shall be encouraged. Employees may initiate Individual Training Plans through their supervisors. The supervisor will assist the employee in the preparation of the Individual Training Plan and will review it with the employee to assure conformance with organizational and individual career needs. An assessment will be made by the supervisor and the employee will be notified of approval/disapproval or the need for modification. Pursuant to this objective, employees may request training they believe is appropriate and beneficial to the organization.

Section 3

Training nominations and/or approval will be based on the potential use of training in the employee's current position, or Individual Training Plan, if any, and on the criteria established by applicable law, rule or regulation. The Employer agrees to advise individual employees, upon request, of currently available Government sponsored training courses so as to provide the employee the opportunity to express timely interest. Upon request employees will be notified by their supervisor of the approval or disapproval of their nominations and the reason for disapproval.

Section 4

Employees desiring to attend non-employer sponsored training outside their normal duty hours may request tuition reimbursement from the Employer in accordance with agency and government-wide regulations and this agreement. Employees must submit an SF-182 or other appropriate form in advance for approval/disapproval of each request. The employee's request shall be made as far in advance as possible. Approval/disapproval shall be made on a case by case basis. Such training opportunities must be directly related to the employee's position and the employee is responsible for demonstrating that his/her attendance is in the best interests of the Employer. It is understood that funds for such training are normally extremely limited and that failure to satisfactorily complete such training may result in the need to reimburse the Coast Guard.

Section 5

All requests for training information under this Article will be made to the immediate supervisor.

Section 6

Selection/nominations for training will be based on the needs of the organizations and will be nondiscriminatory in accordance with the principles in Article XXVI, Equal Employment Opportunity.

ARTICLE XXVI

EQUAL EMPLOYMENT OPPORTUNITY

Section 1

The Employer and the Union, in fulfilling their respective responsibilities, are committed to the principle that there shall be no unlawful discrimination against employees because of race, color, religion, sex, national origin, age, mental or physical handicapping condition, marital status or political affiliation. The Parties agree that the Equal Employment Program shall be administered in accordance with applicable laws and regulationt

Section 2

When available and upon request, the Employer shall furnish the Union with a copy of the Coast Guard's Affirmative Action Plan and the annual progress report on the EEO Program.

Section 3

Vacancies for EEO Counselors will be publicized. The Union may nominate candidates for such vacancies. However, selections will be made by the Employer from among interested candidates without regard to Union affiliation or support. The Parties recognize that the Federal Labor Relations Authority has determined that under the Federal Labor Relations Statute an employee may not concurrently serve as both a Union representative and an EEO counselor.

Section 4

Local 100 officials representing employees in EEO grievances will upon request be given access to copies of the grievant's prior EEO case files and personnel records to the extent permitted by applicable law and regulation.

Section 5

Any employee who files or wishes to file an EEO complaint shall be free from coercion, interference and reprisal. Such complaints shall be processed in accordance with agency regulations. An employee seeking to file an EEO complaint may select a representative in accordance with applicable regulations. An employee has the option of grieving under the Negotiated Grievance Procedure (Article XXX) of this Agreement or under the Coast Guard EEO complaint procedure but not both. A choice of procedure once made is irrevocable. A choice is made by filing a timely grievance under the Negotiated Grievance Procedure or a timely complaint under the Coast Guard EEO complaint procedure. Further information is available from the District Civil Rights Officer, an EEO Counselor, or a Union representative.

Section 6

It is agreed that upward mobility is a fundamental part of the EEO program as well as of training and career development. The Employer agrees that upward mobility opportunities provided will be consistent with current and future staffing needs and budgetary constraints. It is agreed that upward mobility positions are appropriate for employees who demonstrate the potential to enter technical, administrative, or professional careers but who do not currently meet the basic qualification standards. Upward mobility objectives are to be an integral consideration in affirmative action planning and will be consistent with EEO goals and objectives.

ARTICLE XXVII

CHILD CARE INFORMATION

Section 1

The Employer agrees to quarterly secure listings of licensed day care centers in the immediate area which are provided by the State of Louisiana and will make these listings available to inquiring employees.

Section 2

Subject to the requirements of mission accomplishment, the Employer agrees that it will carefully consider leave requests for parents to be absent when child care arrangement problems occur.

ARTICLE XXVIII

WITHIN-GRADE INCREASES

Section 1

Within grade increases will be granted or denied on the basis of whether or not an employee's performance is at an acceptable level of competence and meets other statutory requirements.

ARTICLE XXIX

DISCIPLINARY AND ADVERSE ACTION

Section 1

The primary objective of discipline is to correct an employee's conduct while maintaining high productivity, discipline, and morale among all employees. Accordingly, it is the Employer's policy 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.

Section 2

Disciplinary and adverse action shall be taken against employees for just cause.

Section 3

The provisions of this article do not apply to temporary employees and employees serving a probationary or trial period in the case of termination actions. Actions for unacceptable performance are covered in Article XXI.

Section 4

Informal disciplinary actions are oral or written admonishments. Records of informal disciplinary actions are not included in an employee's official personnel folder as are records of formal disciplinary and adverse actions. Formal disciplinary actions are reprimands and suspensions for fourteen (14) days or less; and adverse actions are suspensions for more than fourteen (14) days, removals, reductions in grade or pay for reasons other than unacceptable performance and furloughs for thirty (30) days or less.

Section 5

Prior to taking formal disciplinary or adverse action against an employee, the Employer will normally conduct a "Preaction Investigation" discussion in accordance with the Commandant Instruction on discipline. The purpose of the meeting is to confront the employee with the evidence on hand and provide an opportunity for the employee to explain his/her alleged actions. The employee will be notified of the preaction meeting in advance. If requested by the employee, the Union will be given the opportunity to be present at the meeting.

Section 6

Letters of reprimand and proposed disciplinary or adverse actions will set forth the specific reasons for the action. The Employer will make available for review by the employee and/or his/her representative the material relied upon to support the action. A copy of the material relied upon will be furnished to the employee or designated representative upon request.

Section 7

Employees against whom disciplinary action has been proposed will have a reasonable time, not less than 24 hours, to reply orally and/or in writing. Employees against whom adverse action has been proposed will have at least seven (7) days to reply orally and/or in writing. A reasonable amount of official time will be granted upon request to prepare and present replies to proposed adverse actions.

Section 8

Disciplinary and adverse action may be grieved in accordance with Article XXX, Negotiated Grievance Procedure. A letter of reprimand may be removed from the employee's personnel file after one (1) year provided the employee's conduct has been satisfactory. A reprimand will not, however, remain in the personnel file longer than two (2) years.

ARTICLE XXX

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1

The purpose of this Article is to provide the procedures for timely consideration of the grievances of employees, the Union, or the Employer.

Section 2

A grievance is any complaintt

a. By an employee concerning any matter relating to his/her employment;

b. By the Union concerning any matter relating to the employment of any employee in the Unit; or

c. By an employee, the Union, or the Employer concerning:

(1) The effect or interpretation of or a claim of breach of this agreement;

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

d. Except that it shall not apply with respect to any grievance concerning:

(1) Any claimed violation related to prohibited political activities;

(2) Retirement, life insurance, or health insurance;

(3) A suspension or removal for national security reasons;

(4) Any examination, certification, or appointment;

(5) The classification of any position which does not result in the reduction in grade or pay of a unit employee;

(6) Termination of a temporary, probationary, trial period or term employee;

(7) Non-adoption of a suggestion or failure to receive a quality step increase, performance award or other type of honorary or discretionary award;

(8) A notice of proposed disciplinary, adverse, or performance based action;

(9) Non-selection from a group of properly ranked and certified candidates or failure to receive a noncompetitive promotion;

(10) The content of published agency policy or regulation;

(11) A written admonishment, or caution or oral admonishment;

(12) Reassignment of an employee;

(13) An action which terminates a temporary promotion within a maximum period of 2 years and returns the employee to the position from which the employee was temporarily promoted, or reassigns or demotes the employee to a different position that is not at a lower grade or pay than the position from which the employee was temporarily promoted;

(14) Supervisory determination of Critical Job Elements and performance standards.

Section 3

This negotiated procedure shall be the only procedure available to the Union and employees for resolving grievances except as provided in Section 5 of this Article. If an employee wishes to present a grievance on his/her own behalf, a representative of the Union will have the right to be present at any meeting with the Employer concerning the grievance. This right of grievance presentation without Union representation does not extend to arbitration which may be invoked only by the Union on the employee's behalf. Employees reserve the right to request Union representation at any time during the grievance procedure. The designation of a Union representative must be in writing.

Section 4

Employees and the Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest possible supervisory level.

Section 5

In three areas: (1) discrimination complaints; (2) removal or reduction in grade for unacceptable performance; and (3) adverse actions (removal, reduction in grade for other than unacceptable performance, suspension for more than fourteen (14) days, and furlough for thirty (30) days or less) employees have the option to use either this negotiated procedure or a statutory appeals procedure, but not both. Employees exercise their option when they file a timely notice of appeal under the appropriate appellate procedure or file a timely grievance in writing under this Article. In discrimination complaint actions this election is made in accordance with procedures set forth in the agency and EEOC regulations.

Section 6

STEP 1. The grievance shall first be presented in writing by the employee and his/her Union representative, if any, to the grievance official, i.e., the immediate supervisor or lowest level Employer official with authority to grant the relief sought. Grievances must be presented within ten (10) workdays after the date of the occurrence of the event giving rise to the grievance or the date the grievant became aware of the occurrence. The written grievance shall contain the following information:

- a. name of grievant;
- b. specific article, section, law, rule, or policy allegedly violated, if known. If alluded to it must be identified;
- c. a specific statement of the grievance;
- d. the personal relief desired;
- e. the name of the representative, if any.

The grievance official shall arrange a meeting to be held within five (5) workdays after receipt to discuss the grievance. If the grievant so chooses, he/she may be represented and/or accompanied by a Union representative. If the employee decides to present the grievance directly (with no Union representative) to the grievance official under this procedure, the Union will be afforded the opportunity to be represented. Within ten (10) workdays following the meeting, the grievance official shall reply to the grievant and his/her representative in writing.

STEP 2.

a. If the employee is not satisfied with the reply received at Step 1, the grievance may be submitted to a higher level official designated by the Employer within ten (10) work days from the receipt of the answer at Step 1. The grievance shall be submitted in writing and shall contain the name of the grievant, the facts upon which the grievance is based, the section of the Agreement, law, or regulation alleged to have been misapplied and/or misinterpreted, the corrective action desired, the name of the employees's representative, if any, and the dates he/she originally presented the grievance and received an answer from the Step 1 Official. If the Step 2 grievance raises significant new issues the Step 2 Official may return it to the Step 1 Official for reconsideration. The Step 1 Official may have five (5) workdays to reconsider the grievance and issue a new decision. The Step 2 Official's reply time will be correspondingly extended.

b. The Step 2 Official, or his/her designated representative shall conduct such investigation as he/she deems necessary to determine the facts in the case. If requested by the employee, he/she shall meet and discuss the grievance with the employee and/or his/her representative, if any, for the purpose of giving the employee the opportunity to make any argument he/she believes may impact on the decision. The Step 2 Official, after considering all the facts, shall render his/her decision in writing to the employee within twenty-two (22) workdays after the employee submits his/her step 2 written grievance or within ten (10) workdays after meeting with the employee and his/her representative.

Section 7

The grievant will be authorized official time to prepare and present his/her grievance during his/her normal tour of duty providing he/she is in a paid duty status

Section 8

The Chief Organizer may, within ten (10) work days following receipt of the Step 2 Official's decision, advise the Employer in writing that he/she desires the matter to be submitted to an impartial arbitrator.

Section 9

Within five (5) work days after the request for arbitration is received, the moving party will request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) federally experienced arbitrators.

Section 10

Within fifteen (15) work days after receipt of the list, the Parties shall meet to select an arbitrator from the list by mutual agreement or by alternately striking names, a toss of a coin will decide which Party strikes first. If the list contains the name(s) of an arbitrator who does not have Federal experience, the moving Party shall request a new list unless the Parties agree otherwise.

Section 11

The grievance shall be heard by the arbitrator on the Employer's premises as promptly as practicable on a date mutually agreeable to the Parties. The arbitrator will confine the hearing to the specific issues in dispute. If the Parties fail to agree on a

joint submission of the issue for arbitration, each shall provide a separate submission and the arbitrator shall determine the issue or issues to be decided. The arbitrator shall resolve any questions of grievability/arbitrability as threshold issues at the same hearing. Each Party shall bear the expense of its own witnesses who are not employed by the Coast Guard and/or who are not at the duty location. The arbitrator shall submit his written, reasoned decision to the Employer, the aggrieved employee and the Chief Organizer, as soon as possible, but in no event later than thirty (30) calendar days following the close of the hearing into the matter unless both Parties waive this requirement. The arbitrator's decision shall be final and binding except that either Party may file an exception to the decision with the Federal Labor Relations Authority in accordance with its rules.

Section 12

In the case of any grievance which the Union may have against the Employer or the Employer may have against the Union, such grievance shall be submitted in writing to the Employer through his/her designated representative, or the Chief Organizer as the case may be, within ten (10) work days after the date of occurrence of the event giving rise to the grievance or the date the Party became aware of the occurrence. It shall contain the following:

- a. a statement setting forth the facts upon which the grievance is based;
- b. the specific article and section of the Agreement, law, rule, regulation or policy alleged to have been misapplied and/or misinterpreted; and
- c. the correction sought.

A meeting of the Parties will be held within ten (10) workdays after receipt of the grievance with a written response by the appropriate Party within ten (10) workdays after the meeting. If no settlement is reached between the Parties, arbitration may be invoked in writing by the grieving Party within ten (10) workdays after receipt of the written response. An arbitrator will then be selected in accordance with Sections 9 and 10.

Section 13

The arbitrator's fee and expenses shall be divided equally between the Parties.

Section 14

The arbitrator involved in any case shall not in any manner or form whatsoever directly or indirectly in any way alter the provisions of this Agreement.

Section 15

Failure of the grievant or the Union to proceed with a grievance within any of the time limits specified in his Article shall render the grievance void or settled on the basis of the last decision given by the Employer, unless an extension of time limits has been agreed upon. Failure of the Employer to answer a grievance within the time limits prescribed in each step shall allow the grievant or the Union to proceed to the next higher step of the procedure, unless an extension of the time limits has been agreed upon by the Parties.

Section 16

In order to allow every opportunity for the Parties to settle differences themselves without third party intervention the Parties agree to share all significant evidence and arguments not already in the grievance casefile, prior to submission of the matter to an arbitrator or other third party.

Section 17

In no case will a grievance under this negotiated grievance procedure go to a deciding official outside the Eighth Coast Guard District (with the exception of an arbitrator or where appropriate, Federal appellate bodies such as the Federal Labor Relations Authority, the courts etc.).

ARTICLE XXXI

REDUCTION-IN-FORCE (RIF)

Section 1

The Employer will issue specific letters to affected employees at least 30 days in advance of a RIF if no general notice has been issued. The Employer will attempt to keep employees informed on an ongoing basis regarding developments affecting them.

Section 2

Written notification will be provided to the Union as soon as practicable. The notification will include

- a. the reason for the action to be taken;
- b. the approximate number of employees who may be affected initially;
- c. the types of positions anticipated to be affected initially;
- d. the anticipated effective date the action will be taken.

Section 3

Placement rights shall be afforded affected employees in accordance with FPM Chapter 351.

Section 4

All affected unit employees shall be accorded their priority consideration rights under OPM and agency regulations. The Employer will establish and maintain a reemployment priority list in accordance with applicable regulations. The Employer will provide outplacement assistance in accordance with applicable regulations.

Section 5

Upon request, the Employer shall provide information to aid employees in understanding the RIF, including how and why they are affected. Affected employees will receive information and upon request counseling regarding severance pay and other entitlements.

Section 6

Employees eligible for discontinued service retirement will be afforded the opportunity in accordance with regulations of the Office of Personnel Managementt

ARTICLE XXXII

CONTRACTING OUT

Section 1

It is mutually understood and agreed that the Employer has the right to contract out bargaining unit work in accordance with applicable laws and regulations.

Section 2

Prior to contracting out bargaining unit work the Employer will afford the Union the opportunity to negotiate impact and implementation as required by law and this contract.

Section 3

If a layoff or reduction-in-force is to occur, the Employer agrees to take the following action:

- a. Recommend, that to the extent permitted by applicable law and regulation, any employee displaced as a result of the contracting out be given the opportunity for employment on the contract in a position for which the employee is qualified;
- b. Solicit priority consideration for suitable positions for which affected employees are qualified within the local commuting area;
- c. Assist employees in registering for the Displaced Employee Program operated by the Office of Personnel Managementt;
- d. Refer employees to local organizations which may assist displaced employees in obtaining private sector employment;
- e. Consider reassignment and/or retention of affected employees;

f. Consider attrition and restriction of hiring as means of minimizing the adverse impact on unit employees.

Section 4

The Union may present ways and means of performing the work within the bargaining unit and reasons why this should be done.

ARTICLE XXXIII

DUES WITHHOLDING

Section 1

The Employer agrees to permit employees who are members of the Unit to pay dues to the Union through authorization of voluntary allotments from their compensation provided that an employee who so requests: is a member in good standing of Local 100; voluntarily completes SF-1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and receives compensation sufficient to cover the total amount of the allotment.

Section 2

Local 100 agrees to assume responsibility for

a. Informing and educating its members on the voluntary nature of the system for allotment of labor organization dues, including the conditions under which the allotment may be revoked;

b. Purchasing and distributing to its members SF-1187t

c. Notifying the Civilian Personnel Office, in writing of (1) the names and titles of officials authorized to make the necessary certification of SF-1187 in accordance with this Article; (2) who the check should be made out to if there is any change; (3) any changes in the amount of membership dues; (4) the name of any employee who ceases to be a member in good standing in Local 100;

d. Forwarding properly executed and certified SF-1187ts to the Civilian Personnel Office on a timely basis;

e. Promptly forwarding an employee's revocation (SF-1188) to the Civilian Personnel Office when such revocation is submitted to Local 100.

Section 3

The Employer agrees to assume responsibility for promptly processing voluntary allotments of dues and notifying the employee and Local 100 when an employee is not eligible for an allotment for any reason.

Section 4

It is understood that the servicing payroll center is responsible for

a. Withholding dues on a biweekly basis;

b. Withholding new amounts of dues upon certification from the authorization official of Local 100 beginning with the first full pay period after receipt of notification;

c. Transmitting remittance checks to the allottee designated by the Local together with a remittance listing containing the following information:

(1) The name of each employee for whom deductions were made during the current pay period and the name of each employee for whom deductions were made the previous pay period but for whom deductions were not made during the current pay period;

(2) For each employee or group of employees, to the extent applicable: identification of employee by local, i.e., Local 100, Service Employees International Union; amount withheld; whether the deduction is a new allotment; if no deduction is made, the reason therefore (i.e., compensation insufficient, separation, transfer, reassignment, etc.); and

(3) The gross amount deducted.

Section 5

The Parties to this Agreement agree that requests for revocation of dues will be accepted only after the year anniversary date of membership, that applications received before this date will be returned to the member, and that administrative errors in remittance checks will be corrected and adjusted in the next remittance check to be issued to the employee organization. If

Local 100 is not scheduled to receive a remittance check after the discovery of an error, Local 100 agrees to promptly refund the amount of the erroneous remittance.

Section 6

The effective dates for actions under this agreement are as follows:

a. Starting dues withholding: The beginning of the first pay period after the date of receipt of the properly executed and certified SF-1187 in the payroll office;

b. Change in the amount of dues: The beginning of the first pay period after receipt of certification in the payroll office, but not more than twice a year;

c. Revocation by employees: Anytime after the employee's year anniversary date in Local 100 by completing the appropriate form;

d. Termination due to cessation of membership in good standing: The beginning of the first pay period after the date of receipt of notification in the payroll office;

e. Termination due to loss of recognition on which allotment was based: The beginning of the first pay period following loss of recognition;

f. Termination due to separation or movement to recognition area not covered by this agreement: If the action is effective the first day of a pay period, at the end of the preceding pay period; if the action is effective on any other day, at the end of the pay period.

ARTICLE XXXIV

CONTRACT DURATION

Section 1

Except as provided in Section 2 and 3 below, this Agreement shall remain in full force and effect for three (3) years from its

effective date and from year to year thereafter unless either Party gives written notice at least sixty (60) calendar days but not more than one hundred five (105) calendar days before the initial expiration date or a subsequent anniversary date of its desire to terminate or to renegotiate the Agreement. If either Party gives such notice to the other Party, then, within thirty (30) calendar days from receipt of the notice, representatives of the Employer and the Union will meet and consult as to further negotiations or other courses of action. The present Agreement will remain in full force and effect during the renegotiation of said agreement and until such time as a new agreement is approved.

Section 2

In the event it is found that sections of this Agreement are unworkable or that supplements are desired, the Agreement may be opened for amendment or supplement, provided that such request is submitted in writing, and is accompanied by a summary of the basis for request; and provided further, that both Parties consent to the opening of the Agreement for the purpose requested. Representatives of the Employer and the Union will meet after their mutual consent to open the Agreement and negotiate the matter. Agreement shall be evidenced by written amendment duly executed by both parties. The effective date of any agreed to amendment or supplement shall be upon approval by the Commandant and shall remain in full force and effect to the termination date of the basic Agreement. Any negotiations between the Parties during the term of this Agreement will be in accordance with either this Article or Article V, Labor Management Relations. This Agreement supersedes any contrary past practices in effect prior to the agreement's effective date.