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**NEGOTIATED AGREEMENT
BETWEEN
U. S. COAST GUARD,
SECOND COAST GUARD DISTRICT
AND
NATIONAL FEDERATION OF FEDERAL EMPLOYEES,
LOCAL NO. 2054**

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NEGOTIATED AGREEMENT BETWEEN
U. S. COAST GUARD,
SECOND COAST GUARD DISTRICT
AND
NATIONAL FEDERATION OF FEDERAL EMPLOYEES,
LOCAL NO. 2054

PREAMBLE

Pursuant to the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, the following articles of this basic Agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the Second Coast Guard District, here-after referred to as the 'Employer', and the National Federation of Federal Employees, Local 2054, hereinafter referred to as the 'Union', for the employees in the unit described in the section entitled 'Recognition and Determination of Appropriate Unit.

This agreement is entered into pursuant to the Certificate of Representation dated July 26, 1963.

WHEREAS the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the implementation of personnel policies and practices affecting the conditions of their employment? and

WHEREAS the participation of employees should be improved through the maintenance of constructive and cooperative relations between the Union and the Employer;

NOW, THEREFORE, the parties thereto, intending to be bound hereby, agree as follows:

ARTICLE 1
CONTROLLING LAWS AND REGULATIONS

Section 1. In the administration of matters specifically covered by this Agreement, the parties shall be governed by law, this Agreement, and rules and regulations not in conflict with this Agreement, in existence at the time of the signing of this Agreement.

- a. This administration, application, and implementation shall be in conformance with present and future laws.
- b. The Employer shall not enforce any rule or regulation (other than a rule or regulation implementing S U.S.C. 2302) which is in conflict with the Agreement if the rule or regulation is prescribed after the effective date of this Agreement.
- c. The administration, application, and implementation shall be in conformance with government-wide rules and regulations, including the Federal Personnel Manual, which are not in conflict with this Agreement.
- d. The waiver or breach of any condition of this Agreement by either party shall not constitute a precedent in future enforcement of all the terms and conditions herein.
- e. Those privileges of employees which by custom, tradition, or known past practice have become an integral party of their working conditions shall not be abridged as a result of not being enumerated in this Agreement. No past practice shall be violative of federal law, government-wide rule or regulation, or this Agreement.

ARTICLE 2
RECOGNITION AND DETERMINATION OF APPROPRIATE UNIT

Section 1. The Employer recognizes that the Union is the exclusive representative of all employees in the bargaining unit described in Section 2 below.

Section 2. The recognized bargaining unit is described as:

Included: All non-professional General Schedule and Wage Grade employees of the Second Coast Guard District of the U. S. Coast Guard.

Excluded: All professional employees, management officials, supervisors, lamplighters, and employees described in S U.S.C. 7112(b)(2), (3), (4), (6), and (7).

ARTICLE 3
EMPLOYEE RIGHTS AND OBLIGATIONS

Section 1. Employees have the right to a work environment free from unlawful discrimination because of race, sex, marital status, age, color, religion, national origin, lawful political affiliation, labor organization membership, or non-disqualifying physical or mental handicapping condition.

Section 2. Employees have the right to discuss their problems on official time with the personnel office, equal employment officer or counselor, and/or other person designated to provide guidance.

Section 3. Employees will not be coerced or in any manner required to invest their money, donate to charity, or participate in activities or organizations outside their official responsibilities as federal employees.

Section 4. An employee may use reasonable amounts of official time without charge to leave or pay for such purposes as securing advice from the Union on rights and privileges under governing regulations, for obtaining information or assistance pertaining to a grievance or potential grievance, for preparation of the grievance, and for other matters appropriate to Union representation.

Section 5. Employees desiring to depart their work area or cease work to meet with Union representatives or conduct other proper Union-related activity, or to meet with other officials as described in Section 2 above, will check out with their supervisor. The employee will advise the supervisor of the general nature of the activity to be transacted (e.g. grievance, hearing, appeal, complaint, meeting), the location of the destination, the telephone number where the employee can be reached (if known), and the anticipated

length of absence. The supervisor shall not question or interrogate the employee in any manner as to the specific type of business to be transacted. The supervisor may require the employee to remain on duty only when compelling circumstances exist. If the employee is required to remain on duty, the supervisor will document the reasons for such action in writing, will sign and date the document, and will provide a copy to the employee. The supervisor will allow the departure from the work area as soon as possible thereafter. The employee will advise his/her supervisor immediately upon return to the work area.

Section 6. Employees have the right to freely, and without fear of penalty or reprisal, join, form, and assist a labor organization and/or engage in other proper concerted activity and each employee shall be protected in the exercise of this right. No interference, intimidation, restraint, coercion, harassment, discrimination, or reprisal action shall be practiced by the Employer to encourage or discourage membership in the union.

Section 7. Nothing in this Agreement shall require an employee to become or to remain a member of the Union or to pay money to the Union, except in accordance with the Article on Voluntary Allotment of Union Dues.

Section 8. Employees have the right to Union representation at:

- a. Any formal discussion between the Employer and Unit employees concerning grievances, personnel policies, practices or procedures, or conditions of employment.
- b. Any examination of a Unit employee by the Employer if the employee reasonably believes such examination may result in disciplinary action against the employee and the employee requests representation.

Section 9. When a supervisor has probable cause and reasonable grounds to believe that a discussion with an employee may lead to disciplinary action, the employee will be advised of his/her right to have a Union representative present.

Section 10. Employees in the bargaining unit have the right to present a grievance under the negotiated grievance procedure on his/her own behalf, but the Union has the right to be present at all discussions in the grievance process and receive a copy of the final adjustment. Should the employee desire non-Union representation, he or she may do so subject to Union approval.

Section 11. Employees have the right to be informed annually of their rights to representation, as provided under 5 U.S.C. 7114 (a)(3).

Section 12. Employees shall have reasonable access during official duty hours to all statutes, regulations, and directives which are applicable to them, including but not limited to, regulations and directives relating to personnel policies, practices, and procedures and conditions of employment.

Section 13. Employees shall be free from interference, restraint, or reprisal when exercising any of his/her rights under the law or this , Agreement.

Section 14. Employees have the inherent right to privacy and the Employer shall respect that right in every way consistent with law and regulation. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit consistent with law or regulation.

Section 15. It is further agreed that the rights described in this Article do not extend to participation in the management of the Union, or acting as a representative of any such organization, where such participation or activity would result in a conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

ARTICLE 4 UNION REPRESENTATION RIGHTS AND OBLIGATIONS

Section 1. The Union is the exclusive representative of those employees in the Unit and is entitled to act for and negotiate collective bargaining agreements covering these employees.

Section 2. The Union has the right to propose new policy, changes in policy, or resolutions to problems and have these proposals given due consideration by the Employer. This right shall apply at all levels of management and the Union, starting with the Steward and 'first line Supervisor.

Section 3. No employee representing the Union in any capacity shall be subject to any discrimination, harassment, interference, coercion, or restraint in their proper conduct of representational duties for employees in the unit.

Section 4. The Employer will recognize the duly elected Local Officers and official representatives designated by the Union, including Stewards, and accord to the Union all courtesies and privileges commensurate with its status as exclusive representative. The number of Stewards shall be those reasonably required to assure that each employee in the unit shall have reasonable access to a Steward. The Union shall supply the Employer in writing and shall maintain with the Employer on a current basis, a complete list of all elected Union officials and designated authorized Union Stewards, together with the organizational component which each Steward is normally authorized to act in behalf of the Union.

Section 5. Union representatives shall be given the opportunity to be present at:

- a. Any formal discussion between a Unit employee and the Employer concerning any grievance, personnel policy, practice or procedure or other general condition of employment or;
- b. Any examination of a Unit employee by 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.

Section 6. The Union shall be granted the authority to conduct not more than two (2) membership drives per calendar year not to exceed fifteen (15) days each. The Union agrees to provide advance notification to the Employer outlining the dates requested for the membership drive and the proposed ground rules for such drives.

Section 7. The Employer agrees to make necessary arrangements for National Representatives of the National Federation of Federal Employees to visit the Employer or designee at reasonable times on appropriate business. The Chief of Civilian Personnel will normally be advised of the purpose of each such visit and the requested date for each visit at least three (3) calendar days in advance.

Section 8. The Employer agrees to make necessary arrangement for National Representatives of the National Federation of Federal Employees to visit a bargaining unit employee at reasonable times on appropriate business. The Chief of Civilian Personnel will normally be advised of the requested date for each visit at least three (3) calendar days in advance.

Section 9. The Union has the right to present and process grievances through the negotiated grievance procedure either on its own behalf or on behalf of any employee in the unit.

Section 10. Representatives of the Union shall not solicit complaints or grievances.

Section 11. If a bargaining unit employee pursues a grievance through the negotiated grievance procedure, and requests representation, the employee's representative must be either a Union official or a representative approved by the Union. Should the employee desire to process his/her own grievance, or utilize a representative approved by the Union, the Union will be given the opportunity to have a representative present at all discussions in the grievance process and receive a copy of the final adjustment.

Section 12. The Employer will make available to the Union during normal working hours all available statutes, regulations, and instructions which impact upon bargaining unit employees.

Section 13. The Union will not discriminate for or against any individual because of race, religion, sex, color, national origin, age, marital status, lawful political affiliation, physical or mental handicapping condition, or membership/non-membership in the Union.

Section 14. Solicitation of membership and activities concerned with internal management of the Union, such as activities involving other employee groups, collection of dues, assessments, or other funds, membership meetings, campaigning for Union office, conducting elections, and distribution of literature or authorization cards will not be conducted during working hours.

Section 15. Union Officers and Stewards have the right to depart their work area or cease work to meet with bargaining unit employees or other Union Officers or Stewards or to conduct other proper Union-related activity on official time. The supervisor will be advised of the general nature of the activity to be transacted (e.g., grievance, hearing, appeal, complaint), the location of the destination (if departing their work area), the telephone number where the Union Officer or Steward can be reached (if departing their work area), and the anticipated length of the absence or work secession. The supervisor may require the Union Officer or Steward to remain on duty only when compelling circumstances exist. If the Union officer or Steward is required to remain on duty, the supervisor will document the reasons for such action in writing, will sign and date the document, and will provide a copy to the Union Officer or Steward.

The supervisor will allow the departure from the work area or secession of work for a reasonable period as soon as possible thereafter. The Union officer or Steward will advise his/her supervisor immediately upon return to the work area or completion of the secession of work.

Section 16. Upon entering a work area under the cognizance of a supervisor other than their own, Union Officers and Stewards shall insure that the employee being counseled contacts the supervisor, explains the general nature of the business (e.g., grievance, hearing, appeal, complaint), and obtains permission for the visit. Supervisory permission in these instances will be granted promptly except for compelling circumstances. In the event compelling circumstances preclude the granting of permission, it shall be documented as described in Section 15 above. The supervisor will be promptly advised upon completion of the consultation.

Section 17. The Union shall have reasonable access during official duty hours to all statutes, regulations, and directives which are applicable to the Union or bargaining unit employees, including, but not limited to, regulations and directives relating to personnel policies, practices, and procedures and conditions of employment.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. The Union agrees to respect the dignity of the Employer in implementing its responsibilities with respect to applicable laws and regulations.

Section 2. The Employer retains the right:

- a. To determine the mission, budget, organization, number of employees, and internal security practices.
- 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 actions against such employees;
 2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;
 3. With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source;
 4. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 3. Nothing in this Article shall preclude the Employer from negotiating with the Union, at the election of the Employer, on the number, 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.

Section 4. Nothing in this Article shall preclude the Employer from negotiating with the union concerning:

- a. Procedures which management officials of the Employer will observe in exercising any authority under this Article; or
- b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

Section 5. The Employer recognizes the rights of employees or the Union to grieve or to negotiate over the impact and implementation of any decision involving a retained right, and the right to negotiate procedures for implementing such decisions.

ARTICLE 6

MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. The Employer and the Union have the responsibility to conduct negotiations and other dealings in good faith and in such manner as will further the public interest.

Section 2. The Employer agrees to provide the Union reasonable advance notice and an opportunity to negotiate regarding any new or changes to established personnel policies, practices, and procedures and matters affecting working conditions. If the change itself is not subject to negotiation, its impact upon the employees and procedures, for implementing the change will be negotiated.

Section 3. It is understood that no provisions of this Agreement shall nullify or invalidate the rights of employees or the Union established by Title 5, U. S. Code, or other statutes or regulations of appropriate authority. nor shall it relieve management of the responsibility to negotiate with the Union on the policies, practices, and procedures used in exercising its rights. To the extent that provisions of any activity instruction or directive within the discretion of the Employer may be in conflict with this Agreement, the provisions of this Agreement shall govern.

Section 4. It is agreed that upon request of either party, a meeting will be scheduled at a mutually agreeable time and place for the purpose for discussing matters relative to personnel practices, policies, and procedures and other matters affecting working conditions of unit employees.

Section 5. Formal consultations and/or negotiations on matters other than changes, amendments, and supplements to this Agreement may be requested by either the Employer or the Union. The Union President or designee and the Employer's designated representative will consult and/or negotiate on matters affecting bargaining unit members. Such request will be in writing and state the matters affecting bargaining unit members to be discussed.. Such request will be in writing and state the specific topic to be discussed. Documentation of any agreements resulting from such discussions will be in the form of a Memorandum of Understanding to be signed by the Union President or designee and the Employer's designated representative.

Section 6. Negotiations of changes, amendments, and supplements to this Agreement may be requested by either the Employer or the Union. Such request will be in writing and state the specific matter to be considered in the form of a formal proposal.

Section 7. Employees negotiating during regular duty hours on behalf of the Union shall be on official time.

Section 8. Mid-contract and impact bargaining sessions shall be conducted on official time. Such bargaining is considered a part of the Union's duty to represent employees during the life of the Agreement.

ARTICLE 7.

OFFICIAL TIME

Section 1. Union Officers, including Stewards, shall be authorized a reasonable amount of official time during duty hours without loss of leave or pay to represent employees in accordance with this Agreement. Official time may be used for local travel for proper representational purposes.

Section 2. Reasonable time for receiving, investigating, preparing and presenting a ULP, grievance or appeal must necessarily depend on the facts and circumstances of each case (e.g. number and nature of allegations, number and complexity of supporting specifics, the volume of supporting evidence, availability of documents and witnesses and similar considerations).

Section 3. Official time shall not be used for the conduct of internal union business.

Section 4. Union representatives shall not be penalized on their official performance rating because of production lost due to reasonable time spent performing representational functions.

Section 5. All negotiations and reasonable preparations shall be conducted on official time. This shall include time to prepare and present matters to the Federal Mediation and Conciliation Service and the Federal Service Impasses Panel.

Section 6. No overtime will be paid to Union Officers and Stewards as a result of negotiations or representational duties.

Section 7. Reasonable time for a Union observer of an Unfair Labor Practice (ULP) or grievance proceeding shall be the time necessary to observe the proceedings to their conclusions. In no case will official time be granted for both a Union observer and a representative for the same proceeding.

ARTICLE 8 USE OF OFFICIAL FACILITIES AND SERVICES

Section 1. Upon request from the Union, the Employer will provide a suitable meeting space. Granting of space will be subject to normal safety and security regulations and provisions with consideration to avoiding any disruption or distracting effect on official business.

Section 2. The Union may hold Union local meetings during non-duty hours of the employees attending. In the event such a meeting is scheduled to be held during the authorized lunch period and if the workload permits, employees desiring to attend such meeting will be permitted to arrange their lunch period to coincide with the time of the Union meeting. Upon advance request and workload permitting, employees may be granted one (1) hour of annual leave to attend the Union meeting.

Section 3. Internal Mail Service:

a. The Union may utilize the Employer's internal mail service to circulate the Union News Bulletin and for official union business.

b. As a condition precedent to the use of the internal mail service as indicated above, the Union agrees that literature distributed within the Activity must not violate any law, applicable regulation, provisions of this Agreement, Activity security, nor contain any known false or misleading information.

c. It is not the intent of this-section to authorize use of metered mail privileges afforded the Employer by the United States Postal Service.

Section 4. Copies of this Agreement will be furnished to all unit employees and all new employees. Twenty-five (25) copies will be provided to the Union. The cost of printing the Agreement will be borne by the Employer.

Section 5. The Union will be provided space on one (1) bulletin board each on floors 3, 4, 5, and 6 of the District Office (Blue Cross Building) and on one (1) bulletin board each at Marine Safety Office St. Louis and Base St. Louis. The Union is responsible for posting, maintaining, and removing its material. This shall be accomplished during non-work time. Material posted shall not violate any law, regulation, provisions of this Agreement, security of the Activity, nor contain libelous, scurrilous, or inflammatory material..

Section 6. Telephone Service: The Union will maintain a private telephone in the Union office, provided the Union accepts responsibility for all costs attendant thereto. The Employer agrees to publish the Union office telephone number(s) in the Second Coast Guard District telephone directory. The Union will be provided access to, and use of, an FTS line provided in the Union office.

ARTICLE 9 VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. Union dues shall be deducted by the Employer from an employee's pay each biweekly pay period without charge when the following conditions are met:

a. The employee has voluntarily authorized such a deduction by executing Standard Form 1187, "Request for Payroll Deductions for Labor Organization Dues".

b. The employee's earnings are sufficient, after all other mandatory legal deductions, to cover the full amount of the allotment.

c. Section A of the allotment form has been completed and signed by the President or the Treasurer of the Union, and form has been received by the Employer.

Section 2. Deductions shall begin with the first pay period which commences after receipt of the completed Standard Form 1187 by the FAA Uniform Payroll Office, Oklahoma City, Oklahoma.

Section 3. The President or Treasurer of the Local shall notify the Employer. When the Local's dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of such notice.

Section 4. The Union will immediately notify the Employer, In writing, when a member of the Union is expelled or otherwise ceases to be a member.

Section 5. The Employer agrees to prepare a biweekly remittance check at the close of each pay period for which deductions are made and forward it to the National Treasurer of the National Federation of Federal Employees in Washington, D. C. The Union will provide the proper address for this purpose. The check will be for the total amount of dues withheld for that pay period.

Section 6. The Employer will provide with the remittance check an alphabetical listing of the Union members and amounts withheld. The list will also include the names of those employees for whom allotments have been permanently or temporarily stopped and the reason therefor (e.g., moved out of the unit, separation, LWOP, insufficient income during pay period).

Section 7. A member may voluntarily revoke an allotment for the payment of dues by completing a Standard Form 1188, "Revocation of Voluntary Authorization for Allotment of Union Dues", or other written revocation, and submitting it directly to the Employer in accordance with the following provisions:

a. A member may revoke an allotment by submitting an SF-1188 or other written revocation prior to the first anniversary date of their dues withholding. Such revocation will be effective the first full pay period after the first anniversary date. After this one-time opportunity to revoke, the provisions of paragraph b. below are applicable.

b. A member may revoke an allotment by submitting an SP-1188 or other written revocation prior to 1 March of each year. The revocation will be effective on the first full pay period on or after 1 March of each year. Such revocation may be effective only if the member has been on dues withholding for the previous twelve months.

Section 8. A copy of the employee's SP-1188 or other written revocation will be given to the President of the Local.

ARTICLE 10

UNION SPONSORED TRAINING.

Section 1. Union officers and stewards may be provided administrative leave to attend training courses sponsored by the Union, and other training sessions, where the subject matter is of mutual concern to the Employer and the union and does not include internal union business. Such training may be at or away from the place of employment; if the latter, any travel will be on annual leave or leave without pay (LWOP). The Union will submit written requests for allowable administrative leave. Such requests will specify the subject matter of the training and show the manner in which the training will be of mutual benefit to the Employer and the employee(s) in his/her (their) capacity as Union representative(s).

ARTICLE 11

HOURS OF WORK AND THE BASIC WORK WEEK

Section 1. The basic work week will consist of eight hours per day, Monday through Friday, except for assignments determined by the Employer as necessary to carry out the mission of the command. If the Employer proposes to change the basic work week, the

Employer agrees to negotiate the impact and implementation of such proposed changes with the Union.

Section 2. The Employer agrees to give employees at least two weeks advance notice prior to effecting a change in the employees' tour of duty. Under emergency situations such notice would be precluded.

Section 3. The hours of work for bargaining unit employees working in the Second Coast Guard District Office will be as follows:

a. Employees will perform an eight (8) hour tour of duty continuously, except for lunch periods, between the hours of 0700 and 1730. Employees may begin their tours as early as 0700 hours, but no later than 0830 hours.

b. All employees will work (exclusive of approved leave or official business absences) during the core hours of 0830 and 1530 except for lunch periods.

c. Employees may take a 30 minute lunch period between the hours of 1100 to 1300. Employees may extend their lunch period for an additional 30 minutes in 15 minute increments, within the 1100 to 1300 time frame, with prior approval of their supervisor (which will be granted except for compelling need circumstances), provided they extend their tour of duty consistent with the provisions of subsections a. and b. above.

d. Employees who work overtime on a non-duty day shall not be required to take a lunch period.

e. Each employee will notify their immediate supervisor as to what will be their regular starting time.

f. When events arise which cause an employee to deviate from their regular starting time, the employee should normally inform their immediate supervisor of the time in which they expect to arrive on that particular day, should the employee be aware of the deviation in advance. The employee is still obligated to perform an eight (8) hour tour of duty consistent with subsections a. and b. above.

g. When unforeseen circumstances arise that delay an employees arrival at his/her regular starting time, the employee is still obligated to perform an eight (8) hour tour of duty consistent with subsections a. and b. above. The employee will not be required to take annual leave or lüOP nor be subject to disciplinary action, so long as the employee performs an eight (8) hour tour of duty consistent with subsections a. and b. above.

h. Under compelling circumstances the supervisor shall instruct, employ ée as to when the employee must report to work. Twenty-four (24) hours notice should normally be given to the employee.

Section 4. The hours of work for bargaining unit employees working outside the Second District Office will be as follows!

a: Employees will perform an eight (8) hour tour of duty continuously except. for lunch periods, between the hours of 0700 and 1730. Employees may begin their tou_s as early as 0700 hours, but not later than 0630 hours.

b. All employees will work (exclusive of approved leave or official business absences) during the core hours of 0830 and 1530 except for lunch periods.

c. Employees may take a 30 minute lunch period between the hours of 1100 to 1300. Employees may extend their lunch period for an additional 30 minutes in 15 minute increments, within the 1100 to 1300 time frame, with the prior approval of supervisor (which will be granted except in compelling need circumstances), provided they extend their tour of duty consistent with the provisions of sub sections. a. and b, above.

d. Employees who work overtime on a non-duty day shall not be required to take a lunch period.

e. After due consideration of the compelling needs of the Employer and the desires of the employee, the supervisor shall establish the starting time and lunch period for each employee.

Section 5. Meetings will normally be scheduled during core hours except when visitors are in the command and this is not possible. Participants at such meetings will be expected to

adjust their hours to be in attendance at such meetings. Employees scheduled to attend in-house training will adjust their working hours to comply with the scheduled classroom hours. Employees on TAD will adjust their working hours to comply with the host agency hours.

Section 6. An employee whose personal religious beliefs require that he or she be absent from work during regularly scheduled work periods may elect to engage in overtime work for time lost as the result of meeting these religious requirements. Any employee who elects, with the approval of the supervisor, such overtime work may be granted equal compensatory time off from his/her scheduled tour of duty (in lieu of overtime pay) for such religious reasons or requirements.

Section 7. The Union agrees the Employer is entitled to eight hours of work each work day from the employees, with limited exceptions provided by law, regulation, and this Agreement. To that end, the Union agrees to assist the Employer in assuring that the employees perform a proper tour of duty each work day.

ARTICLE 12 OVERTIME AND ADDITIONAL PAY ASSIGNMENTS

Section 1. It is understood that the Employer may require employees to work overtime during (1) emergencies resulting from the breakdown of equipment or facilities, or (2) urgent and essential tasks which cannot be accomplished within the regular hours of the basic work week. An employee's preference to work or not to work will be given due consideration provided he/she has a legitimate reason and/or another qualified employee is available to take his/her place. Compensation shall be made in accordance with governing laws and regulations.

Section 2. It is agreed that the Employer will assign overtime and additional pay assignments in accordance with governing laws and regulations. Such work will be assigned on an equal basis whenever possible giving due consideration to such factors as physical demands of work, skills, availability, and safety. In no case will overtime work be assigned to any employee as a reward or punishment.

Section 3. The Employer shall maintain a record of overtime and additional pay assignments and will make this available to the Union on request.

Section 4. The Employer agrees to provide the employee with as much advance notice as practical but no less than twenty-four (24) hours in the case of overtime, and forty-eight (48) hours in the case of holiday work, except in emergency situations such as the breakdown of equipment where little or no advance warning may be possible. The Employer will make every effort to inform the employees at least twenty-four (24) hours in advance of cancellation of overtime.

Section 5. An employee shall be neither compelled nor permitted to work overtime without compensation. Appropriate pay for overtime work will be computed and paid in accordance with applicable laws and regulations. An employee shall receive at least two (2) hours pay at the applicable overtime rate if he or she is called back in to work on an overtime basis within his or her basic work week and cannot be utilized for the full two (2) hours, provided it is in excess of eight hours in one (1) day. Compensatory time may be authorized in lieu of overtime pay in accordance with applicable laws and regulations.

Section 6. The Employer agrees that employees will not be scheduled to work on a holiday prescribed by Federal law or Executive Order solely to avoid overtime work that otherwise would be performed on an overtime basis.

Section 7. The Employer will normally schedule travel during an employee's regular tour of duty. Travel during regular duty hours on non-work days will be compensated in accordance with applicable laws and regulations.

Section 8. Reimbursable overtime assignments shall be distributed in a fair and equitable manner. vessel documentation specialists shall not be denied the opportunity to perform reimbursable overtime duties.

ARTICLE 13 LEAVE

Section 1. Annual Leave. The Employer will make an effort to schedule employees' annual leave for vacation purposes upon request of the employee consistent with the

manpower and workload requirements as determined by the Employer, provided that reasonable notice is given by the employee. Annual leave normally shall not be denied if it would result in a forfeiture of leave. The Employer shall, when considered necessary, schedule leave to assure: (a) employees will not forfeit annual leave, and (b) that the activities mission will not be hampered by excessive absences at the end of the leave year to avoid forfeiture of leave. If several employees desire the same period for leave, leave shall be granted to the employee with the most seniority with the Employer; however, this rule shall not allow the most senior employee to have the same period more than two (2) years in succession. The employee shall normally be allowed to take annual leave as necessary for personal emergencies and other matters. Approval for annual leave scheduled in advance shall not be withdrawn by the Employer except in compelling circumstances. For death in the family or other emergencies, leave will be granted if at all possible.

Section 2. Sick leave. The Employer and the Union recognize the value of sick leave and the importance to each employee in conserving it to the maximum extent possible as a means of assuring continuity of income during period of illness and incapacitation from duty. In furtherance of that objective, the Union agrees to assist the Employer by emphasizing the need and value to each employee in the Unit to conserve his/her sick leave and to use it only in the event of a real medical incapacitation or other related reasons such as:

- a. Exposure to a contagious disease which would endanger the health of co-workers;
- b. Presence of contagious disease in an employee's immediate family which requires his/her personal care;
- c. Dental, optical, or medical examination or treatment.

Contagious disease is defined as one in which the patient's movement is restricted by quarantine imposed by local public health authorities.

Section 3. No employee shall be required to present medical substantiation (i.e., doctor's certificate or self-certification on an SF-71) of sick leave for an absence of three (3) days or less, unless that employee has been placed on sick leave restriction. For absences in excess of three (3) days, medical substantiation may be required. Sick leave restriction shall not be considered unless there is reason to believe that the employee is abusing his/her sick leave privileges. In such cases, the employee will be counseled by the supervisor in respect to the use of his/her sick leave and told why he/she is suspected of abusing the privilege. If no improvement is noted in the employee's sick leave record, the matter will again be discussed with the employee and the employee will be advised in writing that all future requests for sick leave must be supported by a doctor's certification. The employee shall have the right to be represented by a Union steward at these discussions, if Union representation is requested. It is agreed that all such cases requiring a doctor's certification shall be reviewed at the end of six (6) months, and if the employee's use of the sick leave has improved, the sick leave restriction will be lifted. The employee will be advised in writing of the results of the six (6) month review.

Section 4. Administrative Leave. Administrative leave may be granted to employees for participation in such civic activities as blood donations, civil defense drills, registering to vote, voting, and when otherwise appropriate. Administrative leave shall also be granted when the activity shuts down due to circumstances beyond the Employer's control for a short period of time and alternate duties or locations are not available. Instances involving snow storms, floods, loss of heat or electricity, and similar events are covered by this type of administrative leave.

Section 5. Holidays. Unless compelling circumstances otherwise require, Employees shall be granted all holidays given to Federal employees by statute and shall also receive holidays granted through Executive Order. Any employees working on the holiday will receive premium pay as provided by statute.

Section 6. Maternity and Paternity Leave. Employees who are pregnant will be allowed to work as long as they and their doctors feel is wise, prior to delivery of the child. Maternity leave in the form of sick leave, annual leave, and leave without pay will be granted during delivery, confinement and for a period of no more than six months after delivery, so that the mother may make child care arrangements. The employee shall be returned to her position or a like position at the end of maternity leave. Fathers may be granted paternity leave (i.e. annual leave or leave without pay) in order to care for their newborn child, the child's mother, or other minor children. The duration of paternity leave shall not exceed that allowed above for maternity leave. The amount of time allowed shall depend upon the

circumstances of the individual case. Similar leave arrangements (i.e. annual leave or leave without pay) may be granted to those who become adoptive parents.

Section 7. Military Leave. Employees who are members of the National Guard or Reserves will be granted 15 calendar days of military leave per fiscal year. This can be used for active duty or training. If an employee is called on duty as a member of the National Guard or Reserves and has used all his/her military leave, he/she must be granted leave without pay, upon request or may be granted annual leave if he/she desires.

Section 8. Court leave will be granted in accordance with applicable laws and regulations, including, but not limited to, 5 U.S.C. 6332 and FPM Section 630.

Section 9. Compensatory Time. Eligible employees may be granted compensatory time off in lieu of overtime payments if the employee so requests. The employee must make such a request at the time the overtime is assigned. The Employer should inform the employee of the right to request compensatory time rather than overtime payment. No coercion shall be used to get the employee to request such time off rather than payment. This shall be entirely the employee's choice.

Section 10. Leave Usage. Leave usage shall be charged in increments of 15 minutes. Likewise, overtime shall be earned in increments of 15 minutes.

Section 11. Leave Without Pay. Employees who do not have leave to their credit who wish to take leave for emergencies or other necessities may be granted leave without pay upon request. At the discretion of the Employer, employees may also be granted leave without pay upon request if they have leave to their credit but for some reason choose not to take it. The possibility of granted advances sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case and will be granted in appropriate cases upon request to disabled veterans needing medical treatment, and reservists and National Guard personnel for military training duties, or while awaiting action of an OWCP claim. Leave without pay may also be granted at the discretion of the Employer on an extended basis for educational purposes, while awaiting action on retirement, or while serving as an officer or representative of NFFE.

Section 12. When inclement weather or emergency conditions cause a federal, state, or local authority to close the roads (all available means of access to work are closed) or issue restrictive travel orders (allowing only essential personnel to utilize the roads), affected non-essential employees will be granted administrative leave for the duration of the order.

ARTICLE 14 LOUNGE AND REST AREAS

Section 1. The Employer agrees to provide lounge/rest areas for employees. The lounge/rest areas will be a suitable area away from the work site where the employee may rest, eat, read or relax in the most comfortable atmosphere available. The Employer agrees to provide such furniture to accommodate these facilities, but at a minimum to include tables, chairs, a refrigerator/freezer, and a microwave oven. These facilities shall be provided at each installation where reasonably possible. The employer will exert due effort to insure that these facilities are properly maintained.

ARTICLE 15 GRIEVANCE PROCEDURES

Section 1. Common Goal. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in orderly manner. To accomplish this, every effort will be made to settle grievances expeditiously at the lowest level of supervision.

Section 2. scope. A grievance means any complaint:

- a. by any unit employee concerning any matter relating to the employment of the employee;
- b. by the Union concerning any matter relating to the employment of any bargaining unit employee;
- c. by any unit employee, the Union, Or the Employer concerning -

- (1) the effect or interpretation or claim of breach of this Agreement;
- (2) any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

It is understood by the parties that those matters that are beyond the control of the Employer or the Union are not subject to this grievance procedure.

Section 3. Exclusions. The grievance procedure does not apply to:

- a. A violation relating to political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal for national security reasons;
- d. Any examination, certification, or appointment; or
- e. Classification of any position which does not result in reduction in pay grade for the employee.
- f. Separation of probationary employees.
- g. Incentive awards.

Section 4. In the event either party should declare a grievance non-grievance or non-arbitrable, the original grievance shall be considered amended to include this issue. The Employer agrees to raise any question of grievability or arbitrability of a grievance prior to the set limit for the written answer in Step 2 of this procedure. All disputes of grievability or arbitrability shall be referred to arbitration a threshold issue in the related grievance.

Section 5. An aggrieved employee adversely affected by a prohibited personnel practice under 5 U.S.C. 2302(b)(1) which also falls under the coverage of these negotiated grievance procedures may raise the matter under a statutory procedure or under these negotiated grievance procedures, but not both. An employee shall be deemed to have exercised the option to raise the matter under either a statutory procedure or these negotiated grievance procedures at such time as the employee timely initiates an action under the applicable statutory procedure or timely files a grievance in writing, in accordance with the provisions of the negotiated grievance procedure, whichever event occurs first. Selection of the negotiated grievance procedure in no manner prejudices the right of an aggrieved employee to request the Merit Systems Protection Board to review the final decision pursuant to 5 U.S.C. 7702 (Actions Involving Discrimination) or in the case of any personnel action that could have been appealed to the Merit Systems Protection Board, or where applicable, to request the Equal Employment Opportunity Commission to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Equal Employment Opportunity Commission.

Section 6. Matters covered under Sections 4303 and 7512 of Title 5, U.S. Code which also fall within the coverage of the negotiated grievance procedure may, in the discretion of the aggrieved employee, be raised either under the appellate procedure of 5 U.S.C. 7701 or under the negotiated grievance procedures, but not both. An employee shall be deemed to have exercised the option to raise a matter either under the applicable appellate procedures or under the negotiated grievance procedure at such time as the employee timely files a notice of appeal under applicable appellate procedures or timely files a grievance in writing in accordance with the provisions of the negotiated grievance procedure, whichever event occurs first.

Section 7. When filing a complaint/appeal under statutory or appellate procedures, the aggrieved employee shall utilize the administrative procedures (as opposed to the negotiated grievance procedures) established for that purpose, including the provision that the complaint/appeal must be in writing. The initiation of the complaint/appeal under such administrative procedures shall preclude the filing of a grievance on the same matter. Filing a formal written EEO complaint with an EEO counselor or the Civil Rights Officer shall constitute an election by an employee and shall preclude raising the same issue(s) as a grievance. When an employee or the Union raises an allegation of discrimination in connection with a matter otherwise grievable under this Article, the mixed complaint will be raised in its entirety under either the EEO complaint process or before

the MSPB or under the negotiated grievance procedures.

Section 8. Application. A grievance may be undertaken by the Union, an employee, or a group of employees. Only the Union or a representative approved by the Union may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it adjusted without representation by the Union, provided that the Union will be party to all the discussions and the grievance process and be provided a copy of the final adjustment. In exercising their rights to present a grievance, employee representatives will be unimpeded and free from restraint, coercion, discrimination, or reprisal.

Section 9. The Step 1, 2 or I official (as hereinafter defined) will be responsible for informing the Union that a meeting will be held when the employee has not chosen to be represented by the Union.

Section 10. Failure by the Employer to adhere to the time limits expressed herein shall result in the grievance being elevated to the next higher step. Failure by the employee or the union to adhere to the time limits expressed herein shall result in the grievance being considered cancelled.

Section 11. An extension of time limits expressed in this Article not to exceed ten (10) work days will be granted upon request of either party provided that a request for such extension is received prior to expiration of the applicable stated time limits. Other extensions of time may be granted by mutual consent of the parties.

Section 12. A grievance must be presented with twenty (20) work days after the occurrence of the action or matter out of which the grievance arose, or within twenty (20) work days of the date the aggrieved employee could reasonably be expected to have been aware of the occurrence grieved.

Section 13. Procedure. The following procedures are established for the resolution of grievances, recognizing that grievances may be initiated at Steps 2 or 3 as circumstances warrant:

a. Step 1. It is the policy of the Employer and the Union that any grievance shall first be discussed informally by the grievant and/or the representative, if any, with the immediate supervisor or lowest level management official with the authority to render a decision. The grievant and/or representative will request an informal meeting with the supervisor. The meeting will be held within two (2) work days after the request. The grievance will be presented in detail at this informal meeting. The grievance will be reviewed and discussed with the grievant and the Union representative within five (5) work days after the grievance is presented at the initial meeting. Every reasonable effort will be made to work out a mutually satisfactory solution. If the grievance cannot be resolved, the discussion will serve as a basis for clarifying the issues involved. The supervisor will issue a written decision, specifying his/her rationale, within five (5) work days from the conclusion of the second meeting, and every effort will be made to insure that it is clearly communicated and understood by all parties involved.

b. Step 2. If the grievance is not resolved at Step 1, the grievant may elevate the complaint in writing by completing the grievance form and forwarding it through supervisory channels to the grievant's second level supervisor within five (5) work days from the date of the decision. The supervisor with whom the Step 1 meeting has held will document on the grievance form what efforts were made to resolve the grievance and will annotate the date of receipt of the grievance form. The supervisor will then furnish a copy of the documented grievance form along with all enclosures to the employee and forward the original to the second level supervisor. The second level supervisor will meet with the grievant and the Union representative within five (5) work days after receipt of the grievance form.. The second level supervisor will render a written decision on the grievance form either sustaining the grievance or stating the reasons for denying the grievance, within five (5) work days from the conclusion of the meeting. If the decision is acceptable to the grievant, the grievant will annotate acceptance on the grievance form and provide copies to the deciding official. The deciding official will provide copies to the Union and the issue will be considered to have been resolved. If the decision is not acceptable, the grievant will indicate the reasons why by completing the grievance form and may continue to Step 3.

c. Step 3. If the grievant is dissatisfied with the decision rendered at Step 2, he/she may present the grievance to the Chief of Staff, or his/her representative, within five (5) work days after receipt of the Step 2 decision by forwarding the completed grievance form to the Chief of Staff. Unless the relief sought is granted, the Chief of Staff, or representative,

will meet with the grievant and Union representative to discuss the matter within five (5-) work days from receipt of the grievance. The Chief of Staff or representative will render a written decision on the grievance within five (5) work days after the discussion by completing the grievance form. The decision will either sustain the grievance and grant the requested remedial relief or state the reasons for denial.

d. Step 4. If the grievant is dissatisfied with the decision rendered at Step 3, the Union may, at its option, invoke arbitration in accordance with this Agreement.

Section 14. Any grievance between the Employer and the Union over the interpretation or application of the Agreement will be processed in the following manner:

a. Step 1. An informal grievance must be presented within ten (10) work days after the occurrence of the action or matter out of which the grievance arose, or within ten (10) work days of the date the aggrieved party could reasonably be expected to have been aware of the occurrence grieved. The charging party will schedule a mutually agreeable time to meet, discuss, and seek informal resolution to grievance within five (5) work days of notification. A Memorandum for Record (MFR) will be prepared by the Employer and signed by both parties delineating the issues considered and any resolution or conclusions reached. The MFR will be completed within two (2) work days of the meeting.

b. Step 2. If resolution is not reached in Step 1 and the party alleging the infraction wishes to pursue the grievance, the grieving party must notify the other in writing within five (5) work days of receipt of the MFR. This notice will include the article(s) and sections) of the Agreement which have allegedly been misapplied and/or violated, the specific circumstances involved in the situation, and the remedial action requested. The party receiving the written notification will respond in writing within five (5) work days.

c. Step 3. If the matter is still not resolved to the satisfaction of the grievance party, the grievance may be submitted to arbitration in accordance with this Agreement.

Section 15. Employees, their representatives, and witnesses will be free from restraint, interference, coercion, discrimination, or reprisal in presenting grievances and in giving testimony.

Section 16. The integrity of all confidential or privileged information which may be revealed at any step in this negotiated grievance procedure will be respected and protected by all parties involved.

Section 17. Several grievances filed by different employees which concern the same matter may be combined and treated as a single grievance.

Section 18. The Employer will, upon request of the employee or designated representative provide access to information from official or relevant records as may have a bearing on the grievance, subject to any applicable laws and regulations.

Section 19. Witnesses may be called at grievance proceedings if their testimony would be relevant, they are reasonably available, and alternatives such as telephone conversations, written correspondence, or stipulations would not suffice. Bargaining unit witnesses who are called to testify during their normal tour of duty will be in a paid status.

ARTICLE 16 ARBITRATION

Section 1. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the matter may be referred to arbitration, provided either party submits a written notice of arbitration to the other party. The notice referring an issue to arbitration must be in writing, signed by the Union president or Chief of Staff, as applicable, and submitted within fifteen (15) work days following receipt of the written decision (third step). The notice shall be submitted concurrent with • a request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators.

Section 2. The parties shall meet within five (5) work days after receipt of the list of seven impartial arbitrators furnished by the FMCS. If the parties cannot mutually agree upon one of the listed arbitrators, then the Employer and the Union will each strike one arbitrator's name from the list of seven and shall then repeat this procedure. The remaining name shall be the duly selected arbitrator. A flip of the coin shall decide which party shall strike the first name. The party invoking arbitration may withdraw the matter at any time prior to the actual convening of a hearing or submission of the case to the arbitrator. In such

cases, any accrued arbitrator's and/or recorder's fee and expenses will be borne by that party.

Section 3. Following selection of the arbitrator and indications of his/her availability, the parties may prepare a joint letter submitting the issue or issues to be decided by the arbitrator. The letter shall present in question form the matter upon which the arbitration is sought and shall include a copy of this Agreement. In the event the parties cannot agree on the issues to be submitted to the arbitrator, representatives of the Employer and the Union will meet in an attempt to resolve their differences with respect to a statement of the issues. If agreement still cannot be reached, each party will submit in writing a statement of what it believes to be the arbitrable issue or issues to the other party and to the arbitrator.

Section 4. Except when the party invoking arbitration withdraws the matter, the arbitrator's fees and expenses shall be borne by the losing party. The parties shall request that the arbitrator specify in any decision not clearly favoring one party's position over the other, that all costs should be borne equally by the parties.

Section 5. Unless otherwise mutually agreed upon, arbitration will be accomplished by a formal arbitration hearing. However, based upon mutual agreement, any of the following arbitration methods may be utilized in lieu of a formal hearing

a. A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are Jointly submitted to the arbitrator with a request for a decision and opinion based upon the facts presented.

b. An arbitration inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary and render a decision and opinion.

c. A mini-arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator will make such inquiries as he or she deemed necessary, prepare a brief summary of facts, and render a written decision without opinion.

Section 6. The arbitration hearing shall be held during the regular work day of the basic workweek at the Employer's premises. The grievant, representative, and any employee witnesses) who are otherwise in a duty status shall be excused from duty without loss of pay or charge to annual leave to participate as required in the arbitration hearing.

Section 7. When a formal hearing is used, verbatim transcription shall be utilized if mutually agreed to by both parties. If not mutually agreed to, either the Employer or the Union may utilize verbatim transcription at their own expense.

Section 8. In considering those grievances concerning actions based on unacceptable performance and adverse actions which are appealable under the statutory appeal procedure, the arbitrator will apply the same evidentiary standards as would be used under the statutory appeal procedures that is, substantial evidence for unacceptable performance and a preponderance of evidence for adverse actions. The arbitrator shall have the authority to resolve any question of arbitrability and to interpret this Agreement, Employer regulations and policy, other agencies' regulations, and law as related to the application of such provisions in the specific Issues of the grievance being considered. The arbitrator shall have no authority to add to or otherwise modify the terms of this Agreement, Employer regulations and policy, other agencies regulations, and law.

Section 9. The arbitrator will be requested by the parties to render the decision and opinion as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearings, unless agreed otherwise. The arbitrator's decision shall be final and binding and the remedy shall be effected in its entirety, if lawful.

Section 10. Either party may seek judicial review of the arbitrator's decision on matters which could have been appealed to the Merit System Protection Board within thirty (30) calendar days of issuance of the decision. Such review will be sought in the appropriate court(s) in accordance with the provisions of S U.S.C. 7703.

Section 11. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator's award in any matter other than those described above. Such exceptions must be filed within thirty (30) calendar days from the date of the award was served. If no

exception Ss filed, the arbitrator's decision and remedy shall be effected immediately.

ARTICLE 17 SAFETY AND HEALTH

Section 1. The Union and the Employer agree that safety is of prime consideration in the accomplishment of the Employer's mission and commit themselves to establishing and maintaining safe working conditions. The Employer has an obligation to maintaining a safety program that meets the requirements of applicable statutes and government-wide regulations to the extent applicable to the Department of Transportation.

Section 2. The Union shall be entitled to representation on Safety and Health Committees established by the Employer. The Union representative on such committees shall be accorded full rights and privileges as other committee members.

Section 3. The Employer will provide suitable protective clothing, equipment, and safety devices for employees engaged in activities requiring them.

Section 4. Only authorized employees who are qualified or in training will be permitted or required to operate machinery or equipment or to perform work that could cause injury to an inexperienced operator or endanger other employees.

Section 5. The Employer shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas which may represent health hazards. No degradation, restraint, interference, coercion, discrimination, or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

Section 6. The Employer recognizes the right of an employee to cease or not perform work which he/she has been directed to do when, in the employee's opinion, there is an imminent danger to his/her health or safety. In this situation the employee will call this to the attention of his/her immediate supervisor who will determine if there is an imminent danger. If there is a disagreement between the immediate supervisor and the employee, a higher level supervisor will make a determination. No disciplinary action will be taken against an employee for refusing to work prior to review of the situation by the higher level supervisor.

Section 7. On-The-Job Injury. Employees should report to their supervisor immediately all injuries or illnesses which occur on the job, no matter how slight.

a. In case of an on-the-job injury or illness, the employee's supervisor shall normally notify the appropriate Union Steward.

b. The Employer with the Steward present, if the employee desires, will explain to the employee his/her rights and options under the Federal Employees' Compensation Act, supply the employee with copies of the appropriate Office of Worker's Compensation Programs (OWCP) forms, and insure that the forms are properly completed. The injured employee shall be supplied with a copy of the completed forms.

c. The Employer shall process and promptly forward to OWCP employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.

d. After official notification to the nearest of kin, the Employer may notify the Union of serious on-the-job illness, injury, or death of an employee in the Unit so that the Union may extend Union benefits to which the employee and/or the employee's family may be entitled.

Section 8. Employees temporarily unable to perform the complete requirements of their assigned duties, due to job related illness or injury, but who are able to report to work and perform other duties, may be provided work for, if available, which they are able and qualified to perform. Employees refusing such work or failing to report to duty to perform such work will be placed in an appropriate leave status.

Section 9. Health Services and Preventive Medicine. The following services will be provided at no expense to employees:

- a. Immunizations necessary to safeguard the health of employees.
- b. An appropriate physical examination will be conducted. Employees who request to participate in the program shall be scheduled for such physical as soon as practicable.
- c. An appropriate sight and hearing conservation program.
- d. Appropriate health information and screening programs.
- e. Prompt medical treatment and facilities for employees who are injured or become ill on the job.

f. Transportation for employees who become ill or are injured on the job subject to the following:

(1) Normally transportation will not be provided if it is reasonably evident that the employee's illness or injury is not serious, and private or public transportation is suitable.

(2) Reasonable ambulance service shall be made available should the circumstances warrant. No injured or sick employee shall remain unattended while being transported to a hospital.

(3) Transportation, if provided in accordance with (2) above, will be to (in the following order):

(a) The location requested by the employee;

(b) If the employee is unable to make a request and the next of kin can be contacted within a reasonable time, the location requested by the next of kin:

(c) If neither (a) nor (b) above apply, the location directed by the Employer. Participation in this program shall be voluntary; however, both the Employer and the Union shall encourage employee participation in the program. Employees' time spent for examinations, immunizations, briefings, consultation, etc., pursuant to the program shall be considered as duty time

ARTICLE 18 EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer shall not discriminate for or against any individual regarding employment or conditions of employment because of age, race, color, religion, sex, marital status, lawful political affiliation, national origin, or non-disqualifying physical or mental handicapping condition. Policy shall be in strict adherence to both the letter and the spirit of the Equal Employment Opportunity Act, the Age Discrimination in Employment Act, the Civil Service Reform Act, and all other applicable laws and regulations. Toward that end, the Commandant of the Coast Guard and the Secretary of Transportation have prescribed a continuing affirmative action program.

Section 2. The Employer agrees to consult with the Union on the development and implementation of the EEO Affirmative Action Plan. To the extent that the plan affects personnel policies, practices, and procedures, and working conditions, the Union retains its right to initiate negotiations.

Section 3. The Employer will establish an EEO Consultation Board. The Union is entitled to representation on the Board. Functions of the Consultation Board shall include:

- a. Identifying and bringing to the attention of local management any trends, problems, issues, or circumstances of an EEO nature.
- b. Focusing the attention of the Employer toward specific personnel management practices or problems of an EEO nature which are producing or could produce dissension and dissatisfaction among employees (e.g., merit promotion procedures, selection for training, distribution of awards, etc.).

c. Advising the Employer of those actions of an EEO nature that need to be explored or undertaken to prevent, alleviate, or terminate any practices that tend to foster or promote dissatisfaction among the work force.

d. Promoting and communicating the efforts of the Employer to achieve and operate a realistic on-going EEO Program.

e. Acting as a forum for an exchange of ideas and actions proposals on sensitive issues, matters, or concerns of an EEO nature.

f. Assisting the Employer by encouraging the support and cooperation of the total work force in the promotion of the overall EEO Program.

Section 4. Continuing efforts will be made to maintain good relations between military and civilian employees.

Section 5. In addition to management's nominations, consideration will be given to qualified nominees for appointment to collateral duty assignments as an Equal Employment opportunity counselor, the Federal women's Program Manager, and the Hispanic Employment Program Manager as submitted by the Union.

Section 6. An employee discussing a problem of alleged discrimination with an EEO counselor or at any step of the EEO Complaint procedure has the right to be accompanied by the Union representative of his/her choice, if he/she so desires.

Section 7. The Employer recognizes the right of the Union to be represented at any meeting which a formal resolution is presented for acceptance by the complainant if the complainant is a member of the bargaining unit.

Section 8. An employer or his/her representative, if the representative is an employee, shall be given a reasonable amount of official time to prepare and present a complaint or any subsequent appeal. A complainant and/or the representative shall be given official time to attend any appropriate meeting, hearing, investigation, or trial in connection with an EEO complaint, provided a written complaint has been filed.

Section 9. In house training provided to EEO counselors concerning Equal Employment Opportunity will be made available to Union representatives to attend in a non-duty status.

ARTICLE 19 EMPLOYEE ASSISTANCE PROGRAM

Section 1. The Employer shall institute an Employee Assistance Program meeting the requirements of applicable laws and regulations. Employees being counseled by the program coordinator or representing an employee being counseled shall be considered to be on official time. Employee participation in the program shall be voluntary.

Section 2. The Employer recognizes that medical/behavioral problems of an employee and/or members of his or her immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance. Employees with these illnesses shall receive due consideration and respect.

Section 3. The Employer acknowledges that such problem may be treatable, with workers returning to high levels of productivity. Appropriate assistance will be provided to overcome problems, when known, before performance becomes unacceptable.

Section 4. A supervisor shall immediately refer to the program any employee who acknowledges having a medical/behavioral problem either of his or her own or of a family member. If the supervisor reasonably suspects that the employee has a problem in this area, he or she should refer the employee's name to the program counselor.

Section 5. Disciplinary or adverse actions shall be held in abeyance for those employees who acknowledge medical/behavioral problems and who participate in the rehabilitative programs. Supervisors shall accept the professional opinion of the program counselor in establishing reasonable expectations for recovery, but in no instance will the disciplinary or adverse action be implemented for ninety (90) days if the employee participates in the rehabilitative program in accordance with program criteria. Should the employee successfully complete the program of treatment, or is pursuing a course of treatment toward a successful ending, the supervisor may, at the end of the ninety (90) day period,

withdraw any proposed disciplinary or adverse action against the employee.

Section 6. The Employer will not attempt to diagnose problems or prescribe remedies for employees with medical/behavioral problems personal to the employee or his/her immediate family.

Section 7. Appropriate leave will be granted for treatment.

Section 8. The coordinator shall maintain an up-to-date listing of community facilities for treatment of medical/behavioral problems.

Section 9. The confidential nature of medical records of employees with medical/behavioral problems shall be maintained. Neither the coordinator nor the Employer shall reveal the name of a person voluntarily seeking assistance except on a need-to-know basis to appropriate supervisors or managers.

Section 10. The Employer shall post its written policy on troubled employees, news about the program, assurance of confidentiality for participants, and information about the right to representation on official bulletin boards. The Employer shall undertake a publicity effort within the Activity to eliminate any stigma associated with such matters.

Section 11. information concerning the program be made available to the Union upon request. Employees and Union will representatives may contact the program coordinator directly at any time.

Section 12. Participation in the program shall not jeopardize an employee's job security or his/her opportunity for promotion, except as related directly to sensitive position or where it would endanger the employee, other persons, or property.

Section 13. The program counselor shall normally inform the employee of his/her right to have a Union representative present at any discussion of the employee's progress in treatment.

Section 14. Employees who are suspended or furloughed may continue to receive advice from the counselor for a period of one (1) year following suspension or furlough provided they meet the program criteria.

Section 15. Training. Representatives of the Union may participate in-house training related to the program on non-duty time.

ARTICLE 20 ORIENTATION OF NEW EMPLOYEES

Section 1. All new bargaining unit employees shall be informed by the Union at each New Employee Orientation that the Union is the exclusive representative of employees in the unit.

Section 2. Each new employee in the bargaining unit will be provided a copy of this Agreement by the Employer at the time of entrance on duty.

Section 3. The Employer shall furnish the Union, on a monthly basis, the following information regarding all new employees of the unit:

- a. Full Name
- b. Position title and grade
- c. Organizational assignment, location, and telephone number
- d. Date entered on duty.

ARTICLE 21 EMPLOYEE TRAINING

Section 1. The Employer and the Union agree that the training and development of employees is mutually beneficial. The Union may make recommendations to the Employer relative to the training of employees. The Employer will consider such recommendations and implement any that are approved. The parties will meet on an as-needed basis by mutual consent to discuss training programs affecting the employees of the Unit. When training is given primarily to prepare an employee for advancement and this training is required for promotion, the intent of the Merit Promotion Program or the

provisions of any established approved training program, such as an approved Upward Mobility Program#will be followed. The Union agrees to stress to the employees the need for self-development and training to increase efficiency and output.

Section 2. Whenever technological changes cause abolishment of some jobs and establishment of others, the Employer agrees, when practical, to utilize the abilities and skills of the displaced employees by training programs designed to qualify these employees for other jobs to the extent reasonably possible. The Employer further agrees to bear the expense of this training to the extent reasonably practicable and as permitted by applicable regulations and availability of funds.

Section 3. The Joint Union-Employer Committee will attempt to recognize training needs and identify available training to meet those needs. Communication shall be by written correspondence or at the Joint Union-Employer Committee meetings. Other meetings will be held when mutually agreeable to both the Union and management. An initial meeting will be held of the Joint Union-Employer Committee to identify and recommend the basic training needed areas. The Union representative will be on official time. The Employer, through Supervisor/employee communication at the time of performance appraisal, agrees to assist the employee in the preparation of the Individual Development Plan (IDP), to make him/her aware of available training, and to incorporate, to the extent feasible, that employees needs and desires. This plan may include formal educational courses, on-the-job training, or home study courses. All training information available will be located at the District and will be available to employees.

Section 4. The Employer agrees to provide, when possible, assistance to those employees who are required to train fellow employees.

Section 5. Whenever possible, the Employer agrees to schedule training for bargaining unit employees during the employee's regular tour of duty.

Section 6. The employee has the individual responsibility to keep his or her personnel folder current and complete to fully reflect total employment experience, training, and education. The Employer agrees to record appropriate documentation of training accomplishments in the employee's Official Personnel Folder. The Union and the Employer agree to encourage employees to review their personnel folders to insure that training is accurately recorded.

Section 7. The Employer agrees to extend every reasonable consideration to the reimbursement of tuition incurred by an employee in attendance at work related courses on his/her own time. An employee desiring to enroll in a non-Government facility shall submit a memorandum of request via the supervisor at least thirty (30) days prior to the registration date and the Employer shall reply at least seven (7) days prior to the registration date. Partial or full reimbursement, if approved, shall be in accordance with existing policies and regulations.

Section 8. The Employer agrees to make available to all employees enrolled in approved training courses academic aids such as desk calculators, typewriters, etc., if available, on the premises of the Activity, at a mutually agreeable time during the Employee's non-duty hours, to be used at the Activity.

Section 9. Where there is sufficient interest among employees to warrant approved on-site courses in a job-related subject or field, the Employer will make a good faith effort to arrange for an instructor and space to provide such training.

ARTICLE 22 DISCIPLINARY AND ADVERSE ACTIONS

Section 1. It is the policy of the Employer to impose the minimum penalty that can reasonably be expected to correct an offending employee and maintain discipline and morale among other employees. Disciplinary actions and adverse actions will only be taken for just and sufficient cause and will be in accordance with Office of Personnel Management and DOT/USCG regulations. Disciplinary actions are defined as suspensions for fourteen (14) days or less, letters of reprimand, written admonishments, or oral admonishments. Adverse actions are defined as removals, reductions in pay or grade, furloughs without pay for thirty (30) days or less, or suspensions of more than fourteen (14) days.

Section 2. Employees may be formally disciplined by oral or written admonishment,

written reprimand, or suspension for up to and including fourteen (14) calendar days. A written admonishment will not be filed in the employee's Official Personnel Folder. A written admonishment will be destroyed after one (1) year from the date issued.

Section 3. Reprimands/Admonishments: All letters of admonishment or reprimands shall contain specific information to indicate specifically why the letter is being issued. The letter will also advise the employee of how long and where the letter may be retained. The letter shall inform the employee that he/she has the right to file a grievance under the negotiated grievance procedure. Letters of reprisal/admonishments may be issued to employees without a proposal notice.

Section 4. Suspensions of 14 days or less: An employee being issued a suspension of 14 days or less is entitled to:

- a. an advance written notice stating the specific reasons for the proposed suspension;
- b. a reasonable time (normally 7 calendar days) to answer orally or in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. to be represented by a Union representative, or other approved representative
- d. review the material, including statements of witnesses, documents, and investigative reports. The notice shall inform the employee where this material may be reviewed and that his/her representative may also review the material.

After considering the employee's response, the Employer will issue a written decision. If the decision is unfavorable to the employee, the decision may be grieved. The written decision will advise the employee of this right.

Section 5. In the event an employee is issued a written disciplinary or adverse action, that employee must be afforded and made aware of their grievance/appeal rights. The Employer shall provide the employee concerned two (2) copies of all such disciplinary or adverse actions against such unit employee, one (1) copy for the employee and the other for the Union if the employee so desires. In all cases the employee and/or representative, if any, shall be given the opportunity to review any evidence used to support the disciplinary or adverse action.

Section 6. The Employer will make reasonable efforts to explore with an employee the source of any difficulty and suggest constructive ways to overcome such difficulty. Counselling of an employee is a private matter between the supervisor and the employee. During the counselling only the employee and the counselling supervisor shall normally be present.

Section 7. When disciplinary action is contemplated, no employee shall be subjected to questioning or inquiry without first being informed that he or she has a right to representation by the Union. If representation by the Union is desired, no further questioning of the employee shall take place until the Union representative is present. This right to representation does not extend to informal person-to-person discussions between an employee and a supervisor in their everyday normal relationship.

Section 8. Disciplinary actions will be grieved through the negotiated grievance procedures as prescribed in Article 15, beginning at the appropriate step. Adverse actions may be grieved through the negotiated grievance procedures or through statutory procedures, but not both. This option is exercised when the employee initiates a timely appeal under the applicable statutory procedures or files a timely grievance in writing, in accordance with the provision of Article 15.

Section 9. Preliminary Investigation. Prior to issuing a notice of disciplinary action, the immediate supervisor shall normally undertake a preliminary investigation and discussion with the employee and his/her representative. Employees of the unit are entitled to Union representation at all investigations and discussions, and shall normally be notified of the right to representation before the investigation or discussion begins. If the employee desires such representation, he/she shall be provided a reasonable opportunity to obtain such representation before further action occurs. Disciplinary action will normally be initiated, if at all, within sixty (60) days after the incident in question, or within sixty (60) days after the Employer knew or reasonably should have known the incident.

Section 10. Notice. A notice of proposed adverse action against an employee shall be in writing and shall inform the employee:

- a. Of the specific reasons for the proposed action;
- b. Of the name of the deciding official to whom the employee may respond;
- c. That the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that, answer;
- d. That the employee's response will be considered by the deciding official;
- e. That the employee may be represented by a Union representative;
- f. Of the employee's status during the notice period, if changed;
- g. That the employee and/or representative shall be granted a reasonable amount of official time to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice.

Section 11. Employee's Answer. The employee will have fourteen (14) calendar days from receipt of the proposal to transmit a reply to the deciding official. This period may be extended by the deciding official upon request of the employee. Every effort shall be made to approve reasonable requests for extension.

Section 12. Action by the Deciding Official.

- a. The deciding official is the individual who makes the final decision to take adverse action. This individual shall normally be at a higher level than the proposing official and shall normally have had no part in the action previously.
- b. After investigating the incident, where necessary, and carefully considering the evidence and the employee's response and any mitigating factors, the deciding official shall.
 - (1) Withdraw the proposed action;
 - (2) Institute a lesser action;
 - (3) Institute the proposed action; or
 - (4) Propose reassignment of the employee to another position at the same grade and pay in the same geographical location.

Section 13. Final Notice. An employee will be given at least thirty (30) calendar days advance written notice of the adverse action. The Employer shall provide the Union with a copy of all adverse actions against employees of the bargaining unit except in cases where the action is based on a matter personal to the employee and the employee requests in writing that the action be kept confidential.

Section 14. The appropriate MSPB address shall be included in the advance written notice as well as the name and duty phone of the Union President.

ARTICLE 23 POSITION DESCRIPTIONS

Section 1. The Employer agrees that it is essential that, in accordance with applicable laws, rules, and regulations, all employees shall be paid equitably and that pay rates shall bear a direct relationship to the level of skill and responsibility of the work performed.

Section 2. Each employee is entitled to a position description which is sufficiently clear in describing the supervisory controls, major duties, physical demands, and working conditions to provide information for job evaluation and later identification of work experience for placement purposes. It shall be reviewed periodically by the supervisor.

Section 3. The phrase "performs other duties as assigned" will not be abused and

consideration of qualifications will be a requirement prior to assignment.

Section 4. Position Description Changes. Whenever action is proposed to modify the position description of any position in the unit to a significant extent, or when a new position is established within the unit, the Employer shall provide a copy of the new or changed position description to the Union within ten (10) calendar days of finalization. Upon request, the Union may review the material utilized to arrive at the assigned title, series, or grade. When position changes or modifications are proposed that would cause the demotion of unit employees or the downgrading of unit positions, the Employer will notify the Union twenty (20) calendar days prior to the action. The Union has the right to review all of the material utilized to arrive at the decision to downgrade the position(s). Prior to making changes to a position description of a currently encumbered position, the affected employee must be notified of the contemplated change(s).

Section 5. Position Description Complaints. Employees who feel that their present or proposed position descriptions are inaccurate may meet and discuss this matter with their supervisor for clarification. If the supervisor determines that the position description is not accurate, he/she will prepare a draft of the required changes and submit it with a Request for Personnel Action to the Civilian Personnel Office. Normally within twenty-one (21) calendar days, the supervisor will initiate this position description update request or explain why the current description is accurate. This explanation should be in writing and signed by the supervisor. When differences concerning the accuracy of a position description cannot be resolved between the supervisor and the employee, the employee may file a grievance under the negotiated grievance procedure.

Section 6. Audit findings will be discussed with the employee occupying an audited position.

Section 7. Classification Complaints. Any employee in the unit who feels that his/her position is inaccurately classified may present a complaint orally or in writing to the supervisor. Normally, within twenty-one (21) workdays the supervisor will discuss the matter with the employee and explain, with assistance from the Civilian Personnel Office as needed, the basis upon which the job has been evaluated. If the employee is not satisfied with the explanation received, he/she may file a classification appeal in writing.

a. General Schedule (GS) employees, in accordance with applicable regulations, may file an appeal within the Coast Guard and, upon receipt of a decision, may continue to appeal with the Office of Personnel Management (OPM), or proceed immediately by filing a written appeal directly with OPM in accordance with applicable regulations.

b. Wage Grade (WG) employees must file an appeal within the Coast Guard, and upon receipt of a decision may continue the appeal with OPM in accordance with applicable regulations.

c. General Schedule and Wage Grade employees in the unit, other than those with saved grade or saved pay rights, whose positions have been downgraded as a result of reclassification may appeal the downgrade either under the negotiated grievance procedure or to the Merit Systems Protection Board. Notice of such downgrades shall include an explanation of the employee's rights, including the address of the appropriate MSPB office and the name and address of the Union President.

d. Saved grade and saved pay rights shall be afforded eligible employees in accordance with applicable laws and regulations.

Section 8. The employee shall have the right to be assisted by a representative of his/her choosing in preparing and presenting a classification appeal.

a. The employee may have a representative present at a job audit subject to the followings

(1) A formal written appeal must have been filed under these procedures.

(2) The accuracy of the official position description of record must have been specifically questioned.

(3) The employee must specifically request the presence of a representative in writing.

b. Where a job audit is initiated by the Employer, the employee will not be permitted to have a representative unless the conditions in (a)(3) above are met.

c. Presence of an employee representative in no way affects the authority and responsibility of the Employer to prescribe the duties and responsibilities assigned to each civilian position and to make the evaluation determinations required.

Section 9. Any appeal which is sustained by the Central Office of OPM will be implemented by the Employer.

Section 10. The Union will be notified specifically of any determination that a position in the bargaining unit is overgraded or undergraded. Upon request of the incumbent employee, the employee may make a written or oral presentation to the Employer (normally the classifier) concerning the classification action. If requested by the employee, a Union representative may make such presentation on the employee's behalf and/or may accompany the employee. Full consideration will be given to any presentation on behalf of the employee prior to finalization of the audit findings.

Section 11. The Union will be notified orally or in writing whenever a position in the bargaining unit is to be audited or when a unit is scheduled to be surveyed by an annual maintenance review.

Section 12. Positions offered outside the local commuting area to employees whose positions have been downgraded, and who are entitled to saved grade or saved pay protections under Title 5, U.S.C. may be declined by the employee and shall not be mandatory reassignments

ARTICLE 24 PERFORMANCE STANDARDS AND EVALUATION

Section 1. The performance appraisal system shall incorporate all requirements of Chapter 43, Civil Service Reform Act.

Section 2. The Employer and the Union agree that the development of performance standards and identification of critical elements will be a joint effort of the supervisor and the employee. Employees and their supervisors shall meet at least once each year to discuss the performance standards and critical elements to be applicable for the coming rating year. The supervisor will give due consideration to the views of the employee prior to establishing the performance standards and critical elements. The final standards and identified critical elements shall be put in writing and signed or initialed by the employee and supervisor. Further amendments may be made during the rating year, and these amendments shall be noted with the parties initials.

Section 3. In the interest of providing objectivity in a supervisory appraisal, an employee should have been working under the evaluating supervisor for at least ninety (90) calendar days. When the evaluating supervisor will be departing within ninety (90) calendar days prior to the end of the evaluation period, the evaluating supervisor will prepare a performance appraisal prior to departure. When this is not the case, the performance evaluation will be delayed until the above time limit is fulfilled. A performance appraisal will be provided after an employee has worked for a supervisor for at least ninety (90) calendar days.

Section 4. The evaluation supervisor shall normally be located at the employee's work site and shall be an individual who has an opportunity to directly observe the employee's performance.

Section 5. The evaluation given employees by their supervisor shall be objective and shall be prepared in accordance with the followings

- a. The supervisor will discuss the employee's job performance with the employee in private surroundings at least once every six (6) months.
- b. If the supervisor has identified shortcomings in the employee's performance, the employee shall be notified when the problem is perceived and at the six-month discussion or other documented discussion. The supervisor will suggest ways for the employee to improve the quantity and quality of work in order to more satisfactorily perform duties at expected levels.
- c. The annual performance evaluation will be in written form. All performance evaluations will be reviewed and approved by a reviewing officer. A follow-up discussion may be held after the initial discussion.

Section 6. Prior to the date an employee is eligible for a within grade increase, the Employer will review the work of the employee. When a supervisor's review leads to the conclusion that the employee's work is not at an acceptable level of competence, the supervisor will provide the employee, in writing, at least sixty (60) calendar days before the employee is eligible for the within grade increase the following:

- a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level;
- b. Advice as to what the employee must do to bring his/her performance up to the acceptable level;
- c. A statement that the employee's performance may be determined as being at an unacceptable level unless improvement to an acceptable level is shown;
- d. A statement that the employee's has a period of not more than sixty (60) calendar days in which to bring his/her performance up to an acceptable level.

If the employee's performance becomes acceptable by the end of the evaluation period, the notice given as provided above will be cancelled and removed from the employee's files. If the employee's performance has not improved, the Employer notify the employee in writing that the within grade increase will be withheld. The notice will include reasons for the action and will also inform the employee of the right to file a timely grievance under the negotiated grievance procedure or an appeal to the Merit Systems Protection Board. If after the sixty (60) calendar day period the employee's performance is determined to be less than fully successful, and the within grade increase will be withheld, the employee is entitled to a written statement specifying the reasons why the employee's performance was below fully successful and notification that the employee may secure a reconsideration of the decision by filing a written request within fifteen (15) calendar days with the second level supervisor.

Section 7. Prior to the date an employee is eligible for a career ladder promotion, the Employer will review the work of the employee. When a supervisor's review leads to the conclusion that the employee's work is not at an acceptable level of competence, the supervisor will provide to the employee, in writing, at least sixty (60) calendar days before the employee is eligible for the career ladder promotion, the following:

- a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level;
- b. Advice as to what the employee must do to bring the performance up to the acceptable level;
- c. A statement that the employee's performance may be determined as being at an unacceptable level unless improvement to an acceptable level is shown;
- d. A statement that the employee has a period of not more than sixty (60) calendar days in which to bring his/her performance up to an acceptable level.

If the employee's performance becomes acceptable by the end of the evaluation period, the notice given as provided above will be cancelled and removed from the employee's files. If the employee's performance has not improved, the Employer will notify the employee in writing that the career ladder promotion will be withheld. The notice will include reasons for the action and will also inform the employee of the right to file a timely grievance under the negotiated grievance procedure.

ARTICLE 25 ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Section 1. Rating supervisors will periodically appraise employees' overall performance and inform them of their progress toward achieving performance requirements. Conferences will be held as often as necessary (as a minimum, at the mid-point of the annual rating period). Supervisors will counsel and assist the employee to improve performance before beginning any action against the employee. When the rating supervisor determines that an employee's performance is unacceptable, i.e. performance which fails to meet established standards in one or more critical elements of the position,

the rating supervisor will discuss the matter with the employee. The rating supervisor shall identify specific problem areas and suggest methods of improvement. The rating supervisor may recommend the employee for training if such training will bring the employee up to an acceptable level. The rating supervisor will encourage employees to seek counseling from the Employee Assistance program if the employee believes the unacceptable performance is the result of personal problems. During such initial discussion the rating supervisor will furnish the employee the following information, in writing:

- a. An explanation of those aspects of performance in which the employee's performance falls below an acceptable level.
- b. Advice as to what the employee must do to bring the performance up to the acceptable level.
- c. A statement that the employee's performance may be determined to be less than minimally successful unless improvement is shown and that the employee has a period of sixty (60) calendar days in which to bring his/her performance up to the minimally successful level. If the employee's performance becomes acceptable, the notice given as provided above will be cancelled and removed from the employee's files.
- d. How the rating supervisor will assist the employee in improving his/her performance.
- e. That the employee will be re-evaluated at the end of the sixty (60) day period.

Section 2. If, after the sixty (60) calendar day period, the employee's performance is determined to be unacceptable, the employee is entitled to the following:

- a. Thirty (30) calendar days advance written notice which informs the employee of:

- (1) The specific instances of unacceptable performance on which the proposed action is based.

- (2) The critical elements of the employee's position. involved in each instance of unacceptable performance.

- b. Representation by an attorney or other representative of the employee's choice, if desired.

- c. To answer orally or in writing by the end of the thirty (30) calendar day notice period provided for in paragraph 2.a above.

- d. A written decision as soon as possible, but not later than thirty (30) calendar days after the notice period expires. The decision must:

- (1) Specify the instances of unacceptable performance on which the decision is based. Only instances of unacceptable performance which occurred in the one (1) year period before the date of the thirty (30) day notice may be used to support the decision. Only those instances included in the notice may be relied on to support the final decision.

- (2) Be concurred in by higher level official other than the one who proposed the action. If the decision is not rendered by a higher level official, the higher level official's concurrence must be documented.

- (3) The written decision will state the effective date of the action, inform the employee of applicable grievance and appeal rights, and be delivered to the employee at or before the time the action is to be effective.

- e. Supervisors will normally consider reassignment and reduction in grade before proposing removal of the employee.

Section 3. If the employee is the subject of an action based on unacceptable performance related to a disability and the employee files for disability retirement and the Employer recommends approval, the Employer agrees to give reasonable consideration to stay the action for a reasonable period of time to allow a determination to be made concerning the disability retirement. Where an application for disability retirement of an employee is approved, the employee, at his/her option, may use any available sick leave.

INCENTIVE AWARDS

Section 1. The Employer agrees to recognize employee performance that contributes to improvements in work efficiency and effectiveness. Performance worthy of such recognition shall clearly exceed normal job requirements.

Section 2. The Employer agrees to utilize a variety of monetary and non-monetary awards to recognize exceptional performances and accomplishments.

Section 3. The Employer agrees that the Union shall have one (1) representative on the suggestion committee. This representative shall serve as an observer and be on official time. Additionally, one (1) bargaining unit employee shall be a full participating member of the committee. The Union will submit a list of three (3) nominees for assignment as the bargaining unit member. The Employer will give due consideration to such list of nominees when it selects such member.

Section 4. At least annually the Employer will:

- a. Publicize the criteria for various awards;
- b. Publicize the reasons for granting an award to an individual or group;
- c. Schedule a public presentation of awards, to which the Union shall be invited;
- d. Provide data to the Union concerning overall program results achieved during the preceding year and listing the grade-level and job categories of employees who have received awards during the preceding year.

ARTICLE 27 PROMOTIONS

Section 1. The Employer recognizes the need for a promotion plan at the District level. Such a plan has been implemented by Second Coast Guard District instruction 12335 series. The Employer agrees that the Union will receive a copy of proposed changes to this promotion plan for its review and comments prior to implementation. A copy of the District Merit Promotion Plan will be provided to each bargaining unit employee.

Section 2. All personnel actions involving career progression shall be consonant with the spirit and intent of the merit system and the Civil Service Reform Act. The Employer will ensure that all qualified people have equal opportunity for promotion in accordance with the Article on Equal Employment Opportunity.

Section 3. It is agreed that normally all promotions, reassignments and details will be made in accordance with applicable laws, regulations, and in conformity with Second District Instruction 12335 series.

Section 4. The Union shall be furnished with a copy of all vacancy announcements published by the Employer concurrent with the posting.

a. when a position is to be filled under the provisions of the Merit Promotion Plan, it shall be fully identified as to grade, title, organizational location, and whether permanent or temporary. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be re-announced if it does become permanent.

b. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be fully relevant to such position.

c. Every unit shall be furnished a copy of every vacancy announcement received. All units will normally receive Second District announcements at least two (2) weeks prior to the closing date.

Section 5. A promotion panel, comprised of up to three 'subject matter experts,' whenever possible, will be used to rank the qualified candidates.

Section 6. The Civilian Personnel Officer will notify the Union in advance of any selection or appointment when the position is to be filled as an exception to the Merit Promotion Plan.

Section 7. The referral list of candidates for selection will be arranged in alphabetical order.

Section 8. Upon request, a non-selected employee or his/her representative shall be provided the following information about specific promotion action:

- a. Whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of the minimum qualification requirements for the position;
- b. Whether the employee was one of those in the group from which the selection was made and the names of the candidates in the group;
- c. Who was selected for the promotion; and
- d. in what area, if any, the employee should improve to increase chances of future promotion.

Section 9. Normally, an employee who is demoted through no personal fault shall be entitled to special consideration for repromotion in accordance with applicable laws and regulations.

ARTICLE 28 DETAILS

Section 1. In the interest of effective employee utilization, details to positions or work assignments requiring higher or different skills will be based upon bona fide needs and will be consonant with the spirit and intent of this Article, applicable regulations, and the merit system.

Section 2. The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience.

Section 3. Details of thirty (30) days or more shall be recorded in the employee's Official Personnel Folder, and copies of the record forwarded to the employee. Details of less than thirty (30) days shall be noted by the Supervisor on the Supervisor's Record of Employee.

Section 4. An employee temporarily placed in a higher grade position for a period exceeding thirty (30) days may be temporarily promoted and paid commensurate with the duties of the position, provided they are fully qualified.

ARTICLE 29 UPWARD MOBILITY

Section 1. The Employer recognizes the need for an upward mobility plan at the District level. Such a plan has been implemented by second coast Guard District Instruction 12713 series. The Employer agrees that the Union will receive a copy of proposed changes to this upward mobility plan for its review and comments prior to implementation. A copy of the District Upward Mobility Plan will be provided to each bargaining unit member.

Section 2. Definition: Upward Mobility is systematic management effort that focuses personnel policy and practices on the development and implementation of specific career opportunities for lower level employees (GS-9 and below or equivalent) who are in positions or occupational series which do not enable them to realize their full work potential.

Section 3. Responsibilities:

- a. Supervisors and managers of civilian employees are responsible for the following:
 - (1) Counsel and guide employees in shaping their career goals.
 - (2) Analyze positions under his or her supervision to determine what skills, knowledges, and personal characteristics are needed for entry into them.
 - (3) Encourage employees in support of -their career plans to engage in self-development activities and education programs outside their employment.
 - (4) Provide or arrange for appropriate on-the-job training, developmental assignments, or

details which enhance the employee's job proficiency and qualifications in accordance with the trainee's individual development plan (IDP).

(5) Nominate trainees for training at government expense that will improve current performance and enhance their opportunities for advancement.

(6) Monitor employees' progress and assist them as appropriate.

(7) Reviewing each vacancy to determine if it can be filled at a lower grade to permit consideration of the maximum number of employees. Exceptions must be documented by the requesting supervisor and approved by the members in the chain of command up to and including the Chief of Staff.

b. Civilian employees are responsible for the following:

(1) Cooperate fully and seek the assistance of their supervisors in developing realistic career goals.

(2) Work conscientiously to carry out their job responsibilities and apply themselves diligently when participating in training courses.

(3) Engage in self-development activities and adult education programs locally available.

c. The Civilian Personnel Branch, CGD TWO (pc), monitors the program for compliance, and provides necessary technical assistance and guidance to supervisors, managers and participants. Particular attention is given to content and adequacy of development plans.

Section 4. Trainee positions, specific positions occupied by participants during the period of training, shall be established at a grade level designated prior to advertisement. However, the trainee position should be established at that grade level which would eventually permit either reassignment or promotion to the target position upon satisfactory completion of training.

Section 5. The identification of target positions, specific positions for which participants are being trained, is one of the most important steps in the development of an Upward Mobility Program. These designated positions will provide movement, in a reasonable period of time, to employees lacking career potential in their current positions and which will fulfill future Coast Guard staffing requirements. The target position may be at the same grade level as the trainee or at a higher level in the occupational series for which the person is being trained. For example, a Payroll Clerk, GS-544-3, may be trained for an Accounting Technician, GS-525-5, positions or a Supply Technician, GS-2005-7, for a Supply Specialist, GS-2001-7, position. Before assignment is made to the target position, the trainee must complete a full program of training.

ARTICLE 30 REDUCTION IN FORCE OR TRANSFER OF FUNCTION

Section 1. The Employer agrees that when it is anticipated that a transfer of function or reduction-in-force affecting Unit employee(s) will be necessary, the Union will be given preliminary notification in writing. This notification will be as soon as possible but not less than forty-five (45) calendar days in advance of the anticipated implementation date unless circumstances dictate otherwise and will include the following information:

a. The reason for the reduction-in-force or transfer of function;

b. The approximate number of employees who may be affected initially;

c. The competitive areas and levels that may be involved initially in a reduction-in-force? and

d. The anticipated effective date that the action will be taken.

Section 2. The Employer will provide the Union a copy of the retention registers and a listing of competitive area vacancies at the beginning and end of the RIP.

Section 3. The Employer agrees that in order to minimize the impact of any

reduction-in-force, existing vacancies normally will be filled to the extent practicable through placement of qualified employees who might otherwise be affected by the reduction-in-force action.

Section 4. Assignment and placement rights of employees shall be governed by applicable statutes and Office of Personnel Management regulations.

Section 5. Any permanent status employee who is separated because of reduction-in-force action shall be placed on a reemployment priority list for two (2) years if career and for one (1) year if career-conditional, subject to eligibility requirements as established by regulations. Such employees shall be given preference in rehiring in accordance with applicable regulations.

Section 6. Outplacements will be processed in accordance with the outplacement Article.

Section 7. The Union and the Employer will jointly encourage each employee to see that his/her personnel file is updated as soon as the RIP or reorganization is announced. The Employer will add to the personnel file any changes or amendments that are in accordance with regulations. Both the personnel file and the SF-171 will be used to match employees with vacancies to the extent feasible.

Section 8. When it can be determined that an Employee being separated fails to meet the qualifications for a vacant position, but can obtain the specialized skills and abilities to perform the duties of that position in a satisfactory manner within ninety (90) calendar days, the Employee may be placed in that position.

ARTICLE 31

CONTRACTING OUT

Section 1. It is the inherent right of the Employer to make decisions regarding contracting out. Because these decisions will inherently impact upon the working conditions of the employees, it is important that they and the Union be kept as aware as possible of the contracting out process at all stages. Performance work statements for contracting out will be made available to the Union. The Employer will brief the Union as actions are taken in accordance with the performance work statements. It is recognized that the information which can be made available to the Union will be different at the different stages of the process.

Section 2. In accordance with Office of Management and Budget Circular A-76, policies established therein will not be used as authority to enter into contracts if such authority does not otherwise exist, nor will it be used to justify departure from any applicable law or regulation, including regulations of the Office of Personnel Management or other appropriate authority, nor will it be used for the purpose of avoiding established salary or-personnel limitations.

Section-3. Non-privileged information will be provided to the Union on a timely basis throughout the solicitation and post-award phases (if any).

Section 4. Following the decision to solicit bids to contract out a particular function, and prior to the distribution of the solicitation, the Union will be advised of;

- a. the reasons for contracting outs
- b. how unit employees may be effected) and
- c. how the effect on employees will be minimized.

Section 5. Within seven (7) calendar days of receipt of the above information, the Union may submit recommendations to the Employer concerning contracting out. The Employer will give due consideration to the recommendations of the Union.

Section 6. The Union will be furnished a copy of the solicitation when it is mailed to prospective contractors.

Section 7. The Union shall have the right to have one (1) representative present at the bid opening conference.

Section 8. Subsequent to opening of bids/proposals, the Union shall be afforded the opportunity to review all data concerning the "in-house" estimate (IGCE), if applicable, and make comments thereto.

Section 9. Subsequent to bid-opening and prior to final award of the contract, the Union may appeal the Employer's decision in accordance with Commandant Instruction 4200 series.

Section 10. The Employer agrees to attempt to minimize the impact on employees when a function is contracted out: Affected employees will be reassigned and/or retrained to the maximum extent possible. Maximum retention of career and career-conditional employees shall be attempted by considering normal attrition patterns and restricting new hires in accordance with applicable laws and regulations.

ARTICLE 32 OUTPLACEMENT

Section 1. The Employer agrees that in the event of a reduction-in-force or a reorganization, an active outplacement program will be implemented. The primary aim of this program will be to find a position in the Federal Service for each affected employee commensurate with that employee's skills, experience, and career goals. Finding a non-Federal sector position meeting these requirements will be a secondary aim of the program.

Section 2. The Union and the Employer will jointly encourage each employee to see that his/her personnel file and SF-171 are up-to-date as soon as the RIF or reorganization is announced. The Employer will add to the personnel file appropriate changes or amendments the employee desires. Both the personnel file and SF-171 will be used to match employees with vacancies to the extent feasible. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies.

Section 3. Labor-Management Outplacement Work Group. A work group will be established to operate the outplacement program. The Employer will designate an employee in the Civilian Personnel Office to work in contacting Federal and private sources to find positions meeting the needs of the affected employees. Such contacts will include, but not be limited to, regional and national offices of the Office of Personnel Management; Federal job search organizations; other Federal agencies in the commuting areas state employment agencies; and private search firms.

Section 4. An employee affected by a RIF or reorganization will remain eligible for participation in the outplacement program until he/she:

- a. Voluntarily separates or retired from Federal service;
- b. Accepts a valid offer made under the programs or
- c. Refuses three (3) valid offers made under the program.

For the purposes of this section, a valid offer is one of a position at the same pay and/or grade as the position of record. No application for any position shall be made on an employee's behalf without his/her written consent. A valid offer must be within commuting distance of the employee's residence, or in another geographic location in which the employee has expressed a written interest.

Section 5. Duration. This program shall remain in effect until all affected employees are either placed or rendered ineligible.

ARTICLE 33 NONSTRIKE PROVISION

Section 1. The union will not call or engage in any strike, work stoppage, slowdown, or related picketing engaged in as a substitute for any such strike, work stoppage, or slowdown against the Government of the United States.

Section 2. The Employer recognizes the union's right to conduct informational picketing as long as it is not on Federal property and does not interfere with the Employer's operations.

Section 3. In the event of an unauthorized work stoppage by unit members, such as a wildcat strike, the Employer will contact the principal officers of the Union immediately.

Upon receipt of this notice, the Union officers will instruct the employees to return to work.

ARTICLE 34 INDEBTEDNESS

Section 1. Employees are expected to pay promptly all just financial obligations. A just obligation is one which the employee acknowledges as being just or which has been reduced to a judgment by court means. Employees are obligated to make prompt payment of Federal, State, and local taxes.

Section 2. The Employer will not knowingly allow creditors or collection agencies to contact employees during duty hours. Calls dealing with personal indebtedness will not knowingly be referred to the employee.

Section 3. Within three (3) work days after receipt of a court ordered garnishment provided for by law or regulation, the Employer will make reasonable effort to advise the employee of such receipt.

Section 4. When the Employer determines that an employee is indebted financially to the United States Government, the Employer will bring such debt to the attention of the employee. In determining the method and amount of collection, the Employer will consider the amount owed, expected duration of employment, and ability to pay. All reasonable efforts will be made to avoid creating an undue hardship on the employee. Collection will be made in accordance with the provisions of law.

ARTICLE 35 JOINT UNION-EMPLOYER COMMITTEE

Section 1. The Union and the Employer agree that a Joint Union-Employer Committee will be established consisting of not less than two (2) management members selected by the Employer and an equal number of employee members selected by the Union, for the purpose of reviewing, discussing, consulting, and giving consideration to making recommendations to the Employer on such matters as:

- a. The common interest in establishing and maintaining Labor-Management cooperation between the Employer and the Union.
 - b. Matters appropriate for consultation and/or negotiations.
 - c. The promotion of education and training.
 - d. The improvement of working conditions.
 - e. The safeguarding of health-and prevention of hazards to life and property.
 - f. Questions arising over the interpretation and application of this Agreement.
 - g. The strengthening of the morale of the employees.
 - h. The elimination of waste and the conservation of materials and supplies.
 - I The possible development of upward mobility programs.
- It is agreed that individual grievances will not be taken up during these meetings.

Section 2. This Committee may meet on the last Thursday of each month (time and place as mutually agreed) or as often as necessary to resolve current problems. Either party may submit an agenda listing the topics for discussion at least three working days prior to the meeting. Each agenda item will contain some explanation so as to permit the other party to understand the point in issue. Meetings may be cancelled by mutual agreement.

Section 3. Nothing contained in this Article shall preclude Employer officials and Union representatives from meeting as often as is necessary for representational duties.

ARTICLE 36 EFFECTIVE DATE AND LIFE OF AGREEMENT

Section 1. This Agreement and all amendments or supplements thereto entered into between the Employer and the Union will be executed on the date it is signed by both parties. This agreement and all amendments or supplements thereto will be effective on

the date signed by the Commandant or his/her representative.

Section 2. This Agreement shall be binding upon the Employer and the Union for a period of three (3) years from the effective date. The Agreement shall be automatically renewed for an additional one (1) year thereafter, unless 105 to 60 days prior to any such date either party gives written notice to the other of its desire to renegotiate the Agreement. If such notice is given, this Agreement shall remain in full force and effect until the new Agreement has been negotiated and approved.

Section 3. This Agreement may be amended and/or supplemented in accordance with Article i of this Agreement. When a proposal is submitted, representatives of the Employer and the Union shall meet within twenty (20) working days to negotiate the requested amendments or supplements. Amendments and supplemental agreements shall remain effective concurrent with this Agreement.