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Preamble

It is the finding of Congress that experience in both private and public employment indicates that the statutory protection of the right of Employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between Employees and their Employers involving the conditions of employment; and the public interest demands the highest standards of Employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve Employee performance and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the Civil Service are in the public interest.

Pursuant to the provisions set forth in Title VII of Public Law 95-454, Civil Service Reform Act, hereinafter referred to as the "CSRA," or the "statute," this Preamble and the following Articles constitute an Agreement by and between the U.S. Coast Guard YARD, Curtis Bay, Maryland, Department of Homeland Security, hereinafter referred to as "Management" or the "Employer" and Baltimore Area Metal Trades Council, AFL-CIO, hereinafter referred to as the "Union" or the "Council". Collectively they are referred to as the "Parties". It is the intent of the parties that the provisions of this Agreement and the Statute will be interpreted in a manner consistent with the requirement for an effective and efficient Government.

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

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

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

Article 1

Exclusive Recognition and Coverage of Agreement

Section 1. Management hereby recognizes that BALTIMORE AREA METAL TRADES COUNCIL, AFL-CIO, composed of affiliated Local Unions, hereinafter referred to as the Union or Council, is the exclusive representative of all Employees within the Unit, as defined in Section 2 below.

The Union recognizes the responsibility of representing the interests of all such Employees without discrimination and without regard to Union membership, with respect to grievances, personnel policies and procedures or other matters affecting their general working conditions.

Section 2. The Unit to which this Agreement applies is composed of all Employees of the U.S. Coast Guard YARD, Curtis Bay, Maryland, Department of Homeland Security, as stated in the Commandant's Certificate of Exclusive Recognition Letter dated March 10, 1964. Excluded are professional Employees, Supervisors, management officials and Employees engaged in personnel work in other than a purely clerical capacity, as defined in 5 USC 7112 (b) (2), (3), (4), (6) and (7).

Section 3. Termination of this Agreement will, not in itself, terminate the recognition granted the Union.

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

Section 5. In the administration of this Agreement, Management and the Union are governed by the polices set forth in the CSRA, by existing or future laws and regulations of appropriate authorities and by subsequently published agency policies and regulations required by law or

by regulations of appropriate authorities, including successorship rulings by the Federal Labor Relations Authority.

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

Article 2

Rights of Employees

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

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

Section 3. Management and the Union shall apply all provisions of this Agreement fairly and equitably to all Employees in the Unit.

Section 4. The Union and Management agree that Labor Management relations are enhanced by resolving matters at the lowest level possible. To this end, it is agreed that should an Employee wish to communicate on matters pertinent to this Agreement or other laws, rules, regulations, policies or practices that affect the Employee's conditions of employment

with his Steward or Chief Steward, he shall request permission to do so from his Supervisor.

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

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

Section 6. No Employee shall be required to become or to remain a member of a Labor Organization, or to pay money to the Organization except pursuant to a voluntary, written authorization by the Employee for the payment of dues through payroll deduction. The requirements of this Section shall apply to all supplemental, implementing, subsidiary, or informal agreements between Management and the Union.

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

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

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

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

Section 11. Unit Employees are encouraged to support efforts to ensure timely completion of jobs, to increase productivity, to promote regular attendance, to improve the quality of workmanship, to eliminate unsafe working habits and to prevent accidents.

Section 12. The Council and the Employer, jointly recognizing the highly competitive nature of the industry and the difficult problems facing it; hereby agree that the interests of both the Employees and the Employer will best be served by attaining maximum efficiency and productivity. Therefore, the parties hereto agree to use their best efforts to create and maintain an atmosphere in which every Employee can give a day's work for a day's pay. The Council agrees that the efforts of all Employees are required to achieve these objectives and will cooperate to this end.

Article 3

Rights and Obligations of the Union

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

The Union shall have the right and responsibility to represent all Employees in the Unit; to present its views to Management on matters of concern, either orally or in writing; and to have such views considered in the formulation, development and implementation of personnel policies and practices and matters affecting general conditions of employment that are within the authority of Management.

Where the Union's views are presented orally, and a request is made for the views to be made in writing, the written views will be presented to the Commanding Officer, U.S. Coast Guard YARD. If either party requests, the parties agree to meet promptly in an effort to resolve the matter, which created the concern.

Section 2. The Union shall be given the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of Management and one or more Employees in the Unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or
- b. Any examination of an Employee in the Unit by a representative of Management in connection with an investigation if:

- (1) The Employee reasonably believes that the examination may result in disciplinary action against the Employee; and
- (2) The Employee requests representation.

Section 3. Management will designate reasonable space on unofficial bulletin boards for the exclusive use of the Union. The Industrial Manager will be provided a copy of all Union notices to be posted on the Union bulletin board, normally within three (3) calendar days but not less than one (1) calendar day, prior to posting. The following material may be posted by the Union on bulletin boards designated for the Union's use:

- a. Notices of Union recreational and social affairs, Union election results and appointments, and Union meetings
- b. Merit promotion and job announcements and other materials furnished to the Union by Management
- c. Other notices concerning Union affairs which do not violate any law, or regulation of higher authority

The Union will be responsible for material posted on such bulletin boards, and will promptly remove from such bulletin boards, upon request of Management, any material which is libelous, scurrilous, or which violates law or regulation of higher authority, or any condition contained herein. There shall be no other posting by Employees of pamphlets, advertising, notices, or any kind of literature within the YARD other than herein provided.

Section 4. Management agrees to provide suitable office space, at no cost to the Union, consisting of approximately 400 square feet, located on the YARD complex. The Employer will maintain the office space by providing the same access to maintenance and repair services that is provided to other offices in the Command. Management will furnish, at

no cost to the Union, electrical power, heat, water cooler, and two (2) telephone lines. The Union may, at its own expense, install any other off base telephone service desired. Management will furnish the Union access to the Command e-mail system. This office space will be subject to safety, security, and fire inspections.

Upon request, desks, file cabinets, and chairs, surplus to the needs of the Command, will be loaned to the Union for its use. The Union will be fully responsible and bear the cost of repair or replacement for any damages to borrowed equipment due to misuse or negligence. Replacement costs, when necessary, will be based on a prorated basis of the age of the equipment. The Union agrees to maintain this space in a clean, orderly, and safe condition.

Management further agrees that space in the YARD, may be used by Union Representatives for meetings regarding matters pertinent to this Agreement. In carrying out provisions of this Agreement, Union representatives will be permitted to use the YARD's interior mail system and audiovisual equipment as available. The Union will ensure that qualified personnel will operate any loaned equipment and the Union will furnish any expendable items used in the operation of the equipment.

The Employer will provide a block of ten (10) parking spaces in Lot 1. The Union will manage who parks in these designated spaces.

Section 5. The Employer agrees that it will provide the Union access to 5 USC, 5 CFR, Agency Rules and Regulations, MSPB, FLRA and EEO decisions.

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

Section 7. All Employees of the Unit, and any new hires upon entry for duty within the Command, will be introduced to their cognizant Steward and/or Chief Steward. The Chief Steward or Steward will be allowed reasonable time to discuss with the Employees the Labor/Management aspects of their employment. The Chief Steward or Steward will not use these discussions to solicit membership, grievances, appeals, electioneer, collect dues, or perform any other function that is not authorized Union activity during working hours.

Section 8. Management and the Union will keep such records as the parties deem necessary of meetings between Management and the Union whose primary purpose is to exchange information regarding current work problems, to discuss expected changes in policies, practices and regulations in the area of personnel management, and to consult as necessary on matters covered by this Agreement. Tape recordings will not be used unless the parties agree. Whenever a summary of a meeting is prepared by either party, a copy of the summary will be furnished to the other party upon request.

Section 9. Management will furnish the Union two (2) copies of a list, which contains all Employees in the bargaining unit. The list shall be in alphabetical order and shall contain the following information: name, billet control number, occupational code, position title, organizational division or section and service computation date.

Article 4

Rights and Obligations of Management

Section 1. In accordance with CSRA (5 USC 7106) and E.O. 12871, subject to Section 2, nothing in this Agreement shall affect the authority of Management:

- a. To determine the mission, budget, organization, number of Employees, and internal security practices of the U.S. Coast Guard YARD,
- b. In accordance with applicable laws:
 - (1) To hire, assign, direct, layoff, and retain Employees , or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such Employees;
 - (2) To assign work, to make determinations with respect to contracting out and to determine the personnel by which operations shall be conducted;
 - (3) With respect to filling positions, to make selections for appointments from:
 - (a) Among properly ranked and certified candidates for promotion or;
 - (b) Any other appropriate source.
 - (4) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 2. Nothing in this Article shall preclude the U.S. Coast Guard YARD, Curtis Bay, Maryland and the Baltimore Area Metal Trades Council, AFL-CIO from negotiating:

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

- b. Procedures which Management will observe in exercising any authority under this Article;
- c. Appropriate arrangements for Employees adversely affected by the exercise of any authority under this Article by Management.

Section 3. Management agrees that it will apply all policies, rules, regulations, laws or other matters affecting conditions of employment, and all terms of this Agreement fairly and equitably to all Unit Employees.

Article 5

Union Representation Rights

Section 1. The Council President, or his written designee, shall designate any and all Union Stewards/Chief Stewards, in writing, to the Commanding Officer, Coast Guard YARD. There shall be no other recognized Representatives without the approval of the Council President, or his written designee.

Section 2. The total number of Chief Stewards shall be those required by the Metal Trades Department AFL-CIO, and will equal one (1) per local affiliates. The Stewards shall be those reasonably required to assure that each Employee in the Bargaining Unit shall have reasonable access to Union Representation. The Union has the obligation to provide appropriate Union representation on all shifts.

Should it become necessary to increase or reduce the number of Stewards, the party requesting the change will notify the other, in writing, and will provide justification for the increase or reduction. Should either party disagree with the documentation and/or data provided, the parties agree to meet within fourteen (14) calendar days to resolve the matter.

Failing resolution of the matter, the Employer may discontinue official time for the last representative appointed in the area in question.

However, work requirements permitting, should the individual elect to use annual leave or leave without pay, the Employer will not preclude him from acting as a representative pending resolution of the dispute. The matter may then be submitted through the Grievance Procedures up to and including Arbitration.

Section 3. Council President, Chief Stewards, and Stewards of the Union shall be allowed reasonable time for conducting Labor Management business at the Command. This time shall be used by the Union Representatives for investigating, resolving, or processing Employee complaints/grievances as provided in Article 3 of this Agreement, midterm negotiations, and for third party proceedings not covered by law. (i.e. MSPB and FLRA.)

- a. The Union agrees to manage the use of official time via use of Appendix B.
- b. It is understood by the parties that the aforementioned time is to be used for appropriate Labor Management business and the Union will not conduct the internal affairs of the Union, including solicitation of membership. Union Representatives will give Management as much advance notice as possible, understanding that work considerations and schedules may need to be adjusted and taken into account prior to releasing representatives for Labor Management business.

Section 4. Union Representatives will be granted time away from their duties to conduct Union business in accordance with Section 3 of this Article.

The Union Representative will inform his immediate Supervisor by submitting Official Time/Approval Form (Appendix B). The request will include with whom the business will be conducted, duration of time as

best as can be estimated, location, and nature of the official business to be conducted.

The Supervisor will promptly approve the request in the absence of compelling circumstances to the contrary. Prior to contacting an Employee when conducting affairs covered in this Agreement, the Union Official; as determined by Section 2 of this Article; shall first contact the Employee's Supervisor. In each instance, the Supervisor's permission will be granted promptly unless compelling work commitments dictate otherwise. If permission to meet with an Employee is denied, the Supervisor shall state the reason for the denial and the time at which the Steward can reasonably expect to be permitted to contact the Employee, normally within twenty-four (24) hours.

Section 5. The Union Negotiation Committee Member's, Chief Steward's and Steward's work shifts, workweeks or work areas will not be changed for arbitrary or capricious reasons. Whenever it becomes necessary to change a representative's shift, workweek or work area, Management will notify and discuss the change with the Council President and the affected Representative prior to implementing the change.

Management agrees not to change the Chief Stewards' and Stewards' workweek, or shifts, except in cases of compelling work commitments.

Management agrees to notify the Council when the Union representatives are transferred from one division, department or section to another.

Section 6. Stewards assigned to the swing shift or graveyard shift may be allowed to odd shift, on an individual basis, to conduct representational functions covered by this Agreement. Prior permission (the day before) must be obtained from their immediate Supervisor, consistent with workload requirements.

Section 7. Grievances arising during travel away from the YARD will be held in abeyance with time frames preserved and will be resolved upon the return to the YARD.

Section 8. Pursuant to the provisions of this Agreement and the intent of the CSRA, the Union agrees to represent all Employees of the Unit covered by this Agreement. Consistent with applicable law and regulation, Management agrees that no Union Official will be denied any right or privilege otherwise entitled to under the law, due to his duties as a Union Official.

Section 9. Council President will make necessary arrangement with Management for authorized Local and International Representatives of Union Affiliates, to visit the YARD without restrictions. Arrangements will include on base driving/access privileges and parking.

Section 10. Local and International Representatives may participate in preparing an agenda, entering into subsequent consultation/negotiation with Management, and representing their members at formal steps of the Grievance Procedure, and Arbitration. Such participation will be arranged in accordance with Section 9 of this Article.

Section 11. Union President and Steward training time.

- a. The Employer will grant official time to the Union President and designated Stewards normally not to exceed sixteen (16) hours per calendar year to attend Union sponsored training relating to matters within the scope of 5 USC 71 and of mutual concern of the Employer and the Union. Time will be granted when considered by the Employer to be warranted and authorized by directives.
- b. A written request for official time for Union sponsored training will normally be submitted at least thirty (30) calendar days in

advance by the Union President or Steward to the immediate Supervisor. The request will identify the name of the attendee, the number of hours requested, and a copy of the agenda printed on the sponsor's letterhead.

Article 6

Negotiations and Consultations

Section 1. Management and the Union acknowledge their obligations to meet and confer as imposed by the CSRA. Matters appropriate for consultation and/or negotiations between the parties are all personnel policies and practices or other matters affecting general working conditions of Employees in the Unit which are within the discretion of Management and as provided for in the CSRA.

- a. Negotiations shall mean the process whereby the Union representatives of the unit Employees and Management meet for the purpose of reaching agreement on those matters referred to in this Agreement.
- b. Consultation means any communication, either oral or written, between the parties concerning conditions of employment affecting unit Employees that are within the discretion of Management. Consultation does not involve joint decision making, but may result in agreement between the parties. Consultation shall include good faith, mutual exchange and discussion of views.

It is recognized that this Agreement is not all inclusive, and that certain personnel policies, practices, and matters affecting conditions of employment have not been specifically addressed in this Agreement. This does not lessen the responsibility of either party to meet with the other for discussion and exchange of views.

Section 2. The Employer agrees to;

- a. Before issuing or modifying instructions or notices concerning changes in personnel policies, practices, and other matters affecting conditions of employment of unit Employees, Management will furnish the Council President or designee a copy of the proposed instruction/notice or the changes being made.

A copy of or pertinent portion(s) of rules or regulations issued by higher authority which require the issuance or modification of the instruction or notice will be furnished to the Union.

- b. Within fourteen (14) calendar days after receipt of notice of the proposed change, the Union will respond in writing whether it desires to consult, negotiate or has no comments on the proposed change. Either party may request a five (5) day extension to this period.

When the Union elects to consult they will normally furnish written comments at that same time. The parties shall normally meet to consult within seven (7) calendar days after receipt of the Union's comments.

- c. If the Union requests to negotiate on the proposed change, either initially or after consultation, the Union shall provide its proposals for negotiations to the Employer within fourteen (14) calendar days after the date of the initial receipt of proposed change. The parties shall normally meet to negotiate within seven (7) calendar days after receipt of the Union's proposals unless otherwise agreed to by the parties.
- f. If a meeting is requested by either party, Management will meet with the Council President or his designee, and not more than

three (3) members of the Union Negotiation Committee; additionally where the impact of the matter is not Activity wide and the change specifically affects a specific trade/craft in a jurisdictional area, the designated representative of that jurisdictional area may also attend the above meeting. The Council President shall provide the Commanding Officer with the names of the Union's negotiators no later than seven (7) calendar days prior to any meeting in order to secure their release from work.

- e. Management shall not implement any instruction/notice, rule or regulation of higher authority concerning changes in personnel practices, policies, or matters affecting conditions of employment of any unit Employee without consultation and/or negotiation with the Union except where an exigency (as provided for and supported by case law exists for the change.

Section 3. Prior to either party changing mutually accepted benefits, practices or understandings which affect conditions of employment for Employees in the Unit and which are not specifically covered in this Agreement, the other party will be advised and given an opportunity to consult or negotiate as appropriate.

Section 4. Past practices that are known to Management, concerns a working condition, have continued for some period of time and do not violate law, rule or this Agreement, regulation of higher authority, such practice shall continue until negotiated by the parties.

Section 5. Meetings covered by this Agreement shall be held during normal day shift hours, and Union representatives shall be on official time during such meetings for the time they otherwise would be in a work status. When such meetings are requested, they will be held prior to changes being made in personnel policies or practices affecting conditions

of employment of Employees in the Unit when practical or unless an exigency exists.

Section 6. Management and the Union will keep such records, as they deem necessary of meetings between Management and the Council President/Negotiation Committee. Tape recordings will not be used unless the parties mutually agree. Whenever a summary of a meeting is prepared by either party, a copy of the summary will be furnished to the other party upon request. When a summary is prepared, it shall include the date of the meeting, those in attendance, subjects discussed and decisions reached. Negotiation sessions are excluded from this provision.

Article 7

Voluntary Allotments – Union Dues

Section 1. The Employer will deduct Union dues from the pay of those eligible Employees who voluntarily authorize such deductions on Standard Form 1187 and who are members of the Union or who have applied for membership in the Union.

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

- a. An Employee desiring to have dues deducted from his biweekly pay must be a member in good standing in the Union or must have applied for membership in the Union contingent upon the payment of the first month's dues by means of a voluntary allotment as provided herein.
- b. The Employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of dues.

- c. The Employee must have submitted through the Union a voluntary authorization for deductions on Standard Form 1187 and transmit same to the Fiscal Department, U.S. Coast Guard YARD.

Section 3. Deduction of dues designated on Standard Form 1187 Section will commence not later than the first pay period following the pay period the form was received by the NFC Payroll Center.

Section 4. The amount of dues deducted each biweekly pay period shall be the amount certified by the Union in Section A of Standard Form 1187 or the amount certified by the Union at a subsequent time after receipt of Standard Form 1187. Any changes in the amount of dues deduction certified by the Union may be submitted once each calendar year and will become effective in the first full pay period following the pay period the notice of change is received by the NFC Payroll Center.

Section 5. An allotment for the deduction of an Employee's Union dues may also be terminated by the Employee through submission to the Fiscal Department, U.S. Coast Guard YARD of Standard Form 1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Union Dues, or individual substitute properly executed in duplicate by the individual Employee.

Standard Form 1188 shall be furnished by the Command Staff Advisor. A Unit Employee may submit an allotment revocation to the Employer's Fiscal Department, U.S. Coast Guard YARD. Revocation shall become effective at the beginning of the first full pay period following the one year anniversary date the Employee signed the 1187 form for dues withholding.

Section 6. An Employee's voluntary allotment for payment of his regular Union dues will be terminated by the NFC Payroll Center.

Payroll Center with the beginning of the first pay period following the pay period in which any of the following occur:

- a. Loss of recognition by the Union;
- b. Transfer of the Employee authorizing dues deduction outside of the Unit (except for temporary promotion or detail);
- c. Separation of the Employee;
- d. Receipt by the Fiscal Department, U.S. Coast Guard YARD of written ratification from the Union that the Employee has been expelled or has for any reason ceased to be a member in good standing of the Union.

Section 7. It is the responsibility of the Union to inform each of its members of the voluntary nature of the authorization procedure for authorizing the allotment, as well as the provisions and procedure for revoking an authorization as set forth in Section 2 through 5 of this Article.

Article 8 Training

Section 1. The Parties believe that appropriate training and development of Employees is important; increases the efficiency and effectiveness of operations; and develops the knowledge, skills, and abilities of Unit Employees in the performance of their duties.

Section 2. The Employer will seek to develop a well trained workforce consistent with operational needs, available funds, resources, and time. Pursuant to this objective, Employees may request training they believe is appropriate and beneficial to the organization. Training will be

provided or funded by the Employer based on operational needs and available resources as determined by the Employer. Training will not be used as a reward or punishment.

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

Article 9 Self Development

Section 1. Management and the Union recognize the benefits which the U.S. Coast Guard YARD derives by encouraging Unit Employees to pursue self development. Such policies motivate Employees to bring out their full talents and work toward objectives common to the Command's needs and the Employee's interests.

These efforts are primarily supported by the Employee and engaged in on his own time for the purpose of becoming more competent in his line of work or trade.

Section 2. Management agrees to make available to Employees, information on self development opportunities in the area. Management will give every consideration feasible to requests for changes in shift assignments from Employees wishing to pursue outside self development training courses.

For course(s) approved by Management, reimbursement will be made in accordance with Commandant Instruction 1500.24.

Article 10

Annual Leave

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

Employees will normally not be denied the use of annual leave except where schedules and workload requirements would be adversely affected. Further, denial of annual leave must be based upon factors which are reasonable, equitable, and which do not discriminate against any Employee or group of Employees.

Section 2. Employees shall request annual leave on a Standard Form 71 (OPM-71). Requests for planned vacations, three (3) or more days, should be submitted as early as possible, but normally no less than two (2) weeks in advance of the planned vacation. Upon the presentation of an OPM-71 leave application for a planned vacation the Supervisor will approve or disapprove the application within three (3) workdays.

Approved annual leave will not be canceled except under an emergency requiring the Employee to work. If leave application is disapproved, the Supervisor will return the leave form to the Employee with a written explanation of the disapproval, and when the Employee can expect to take the requested leave. Reasonable effort will be made to allow the Employee to reschedule his vacation.

Section 3. It is agreed, Supervisors and Employees should work together in scheduling annual leave throughout the leave year.

Section 4. Emergency leave is approved annual leave or leave without pay requested under a condition that prevented the Employee from giving advance notice, and which is so compelling that the Employee cannot postpone attending to it.

A request for emergency leave must be given to the General Foreman or designee, as soon as possible, but not later than ninety (90) minutes from the start of the Employee's shift,

Upon returning to duty, the Employee who requested emergency leave must present the OPM-71, Application for Leave, to his Supervisor. The Employee shall guard against excessive use or abuse of emergency leave, and to that end, the Supervisor may require administratively acceptable proof of the emergency involved, prior to approving or disapproving unscheduled leave requests. The Supervisor's decision will be determined by the facts of each case and by the pattern or frequency with which leave is requested for emergency purposes.

Section 5. As the circumstance warrant, advanced annual leave may be granted by the Employer where the Employee has insufficient leave to their credit. Advanced annual leave cannot exceed the amount an Employee would otherwise earn during the balance of the current leave year.

Article 11 Sick Leave

Section 1. Sick leave allows an Employee off from work with pay for periods when the Employee, or a family member of the Employee, is ill or undergoing medical treatment.

Sick leave is granted to an Employee who:

- a. Receives medical, dental or optical examination or treatment.
- b. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth.

- c. Provides care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy, or childbirth, or who receives medical, dental or optical examination or treatment.
The number of hours an Employee may use for this purpose is limited.
- d. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member. The number of hours an Employee may use for this purpose is limited.
- e. Would jeopardize the health of others by his/her presence on the job because of exposure to a communicable disease.
- f. Is required to be absent from duty for purposes related to the adoption of a child.

Section 2. An Employee shall request approval for use of sick leave only when circumstances warrant such use. A request for sick leave must be given to the General Foreman or designee, as soon as possible, but no later than ninety (90) minutes after the beginning of the shift. When calling in the Employee will also inform his General Foreman or designee of the expected length of his absence. If the absence exceeds the amount of sick leave initially requested, the Employee will notify his General Foreman or designee and inform him of the expected length of his absence. If the duration of sick leave goes beyond the expected duration the Employee will call a second time.

Sick leave, if available, will be granted to an Employee when he is incapacitated for the performance of his duties by illness or injury or when he is unavailable for work because of exposure to a contagious disease that would endanger the health of co-workers. Sick leave for medical, dental, and optical examinations or treatment, diagnostic examinations or x-rays

shall be requested in advance, on a OPM Form 71 (OPM-71). The Employee shall make a sincere effort to obtain appointments for non duty hours, or if this is not possible, at the beginning or end of the established workday.

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

Section 3. Supporting Evidence:

- a. Absences of three (3) days or less: Submission of a completely filled in OPM-71 will substantiate a charge to sick leave for absences of three (3) workdays or less. Typically, Employees should request Supervisory approval for sick leave as far in advance as possible. Requests should be made in writing by use of the Request For Leave or Approved Absence Form (OPM-71). Under normal circumstance, no further documentation (other than the OPM-71) is necessary to support a sick leave absence for up to three days. A medical certificate may be required for absences extending beyond three workdays. Under certain circumstances, Employees may be placed on a letter of requirement which would require them to provide medical documentation in support of any absence due to illness or medical treatment.

- b. Absences of more than three (3) days: Employees must furnish a medical certificate or Employee certification giving the facts about the absence to substantiate a charge to sick leave for absences of more than three (3) workdays.

Section 4. Upon the request from Employee in writing requesting advanced sick leave the Employee will normally receive a reply no later than seven (7) calendar days after receipt of request.

Section 5. If the Employee is suspected of abuse of sick leave, the Employer may require the Employee to furnish a doctor's certification for each absence claimed as sick leave. The request for such certification shall be in writing. Failure to adhere to this requirement may result in the Employee being placed in an absence without leave (AWOL) status.

Section 6. Advanced sick leave is not a right of an Employee, but may be advanced, not to exceed two hundred and forty (240) hours, if justified in writing as prescribed by current policy and if the Employee can reasonably be expected to pay it back during his current appointment. An Employee may be advanced up to forty (40) hours of sick leave for family care or bereavement purposes. Application for an advance of sick leave must be in writing and must be accompanied by an acceptable medical certificate. No sick leave will be advanced to an Employee who as a result of illness or incapacitation is expected to retire, or leave employment at the YARD in the foreseeable future, or where the Employees past attendance record would not justify an advance.

Article 12

Family Medical Leave

Employees are entitled to unpaid leave (leave without pay) under the Family and Medical Leave Act, subject to the provisions of 5 CFR 630, Subpart L, Office of Personnel Management, Coast Guard, and Department of Homeland Security guidelines.

Article 13

Administrative Leave

Section 1. **FUNERAL:** As required by law and regulations and upon submission of appropriate documentation to and approval by the Employer, Employees may be excused up to three (3) days to attend the funeral of an immediate family member in the Armed Forces of the United States who dies as a result of wounds, disease, or injury incurred while serving in a combat zone. For leave associated with the death of a family member, see Sick Leave, Article 11.

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

Section 3. **BLOOD DONATION:** Employees participating in Coast Guard sponsored blood donor programs will be excused, with no loss of pay or benefits to donate blood. Employees who volunteer as donors to blood banks or to needy individuals will be excused from duty without charge to leave for the period of time necessary to accomplish this purpose, which is generally considered to be two hours. Absences for up to four (4) hours, with no charge to Employee's leave, may be authorized for blood donation out of the YARD when such donation is required due to exceptional circumstances. Upon recuperation, the Employee will be expected to return to duty unless competent medical personnel determine the Employee should be excused from duty. In such cases, the Employee or sponsor must notify the immediate Supervisor or designee. Proof of blood donation and/or medical determination may be required.

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

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

- a. Jury duty in the State of residence, District of Columbia, or Federal Courts; or
- b. When summoned to appear as a witness in a judicial proceeding on behalf of a State or Local Government, Government of the United States, or the District of Columbia.

An Employee called for Jury Duty shall promptly notify their Supervisor.

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

Article 14

Hours of Work

Section 1. Except as otherwise provided for in this Agreement, the basic forty (40) hour work week shall be scheduled on five (5) consecutive eight (8) hour days, Monday through Friday. The normal duty hours for Unit Employees shall be as follows: However, second and third shift hours shall be at the discretion of the General Foreman.

First Shift: 7:00 A.M. to 3:30 P. M. with a thirty (30) minute unpaid lunch break.

Second Shift: 3:00 P.M. to 11:00 P.M.

Third Shift: 11:00 P.M. to 7:00 A.M.

It is recognized that Immediate Supervisors may excuse an Employee for unavoidable tardiness and brief absences of less than one half hour depending on the reason for absence. Such excusals shall be on a fair and equitable basis and not be withheld for arbitrary or capricious reasons.

Section 2. The Employer agrees that working in the Command may create unusual problems due to safety, cleanliness, and the security of tools. At 11:25 AM the Employer will permit Employees time prior to their lunch periods and ten (10) minutes prior to the end of the shift to clean up and put away tools and materials.

Section 3. Employees will have two (2) paid ten (10) minute breaks, one in the morning and one (1) in the afternoon.

Section 4. Any Employee required to work a shift other than day shift, shall be paid appropriate shift differentials in accordance with applicable laws, regulations and this Agreement.

An effort will be made to man the second and third shifts with volunteers who possess the required skills, as determined by the Employer. If such effort is not successful, the shifts will be manned by involuntarily assigning, in an equitable manner and without personal discrimination by the Employer, of performing the work involved.

The duration of involuntary assignments to the night shift will be kept at a minimum consistent with economical and efficient production, as determined by the Employer. Involuntary assignments to the night shifts shall not exceed ninety (90) calendar days, unless emergency or unusual circumstances require extension of the assignments to insure efficient and economical operations. When such information is known, Employees will be advised of the approximate duration of their assignment to a night shift at the time such assignment is made.

If an Employee is assigned to a second or third shift for a period in excess of ninety (90) calendar days, his Steward or other "Council Official" will be notified. This Section does not apply to assignments to regular rotating shifts.

Section 5. It is understood that each Employee will be equipped with all their personal protective equipment and shall be ready to work, at the scheduled starting time of his shift. If an Employee is required by Management to perform any work or duty either before or after his regular shift hours, he shall be compensated at the appropriate rate of pay for such work or duty.

Section 6. Employees in the Unit shall not be required to perform any productive work, or to accept shift turnovers or instructions that are in connection with their work, prior to the start of the hours they are scheduled to work without proper compensation.

Section 7.

ALTERNATE WORK SCHEDULE
COMPRESSED WORK SCHEDULE (CWS)

1: The Employer will determine the number of Employees, skills and grade levels required. Management also retains the authority to insure that production work is being performed in an efficient, effective and economical manner.

2: Basic Work Requirement: Full time Employees who volunteer to participate in this program must work 80 hours in a biweekly pay period and must be scheduled to work on fewer than 10 workdays. Full time Employees will work eight (8) nine (9) hour days and one (1) eight (8) hour day for a total of eighty (80) hours in a biweekly pay period.

3: Tour of Duty: Employees who elect to work CWS will work the following scheduled hours:

CWS Schedule	7:00 a.m. to 4:30 p.m. – eight (8) nine (9) hour days
	7:00 a.m. to 3:30 p.m. – one (1) eight (8) hour day
Breaks:	9:00 a.m. to 9:10 a.m. (morning)
	11:30 p.m. to 12:00 pm (lunch)
	2:00 p.m. to 2:10 p.m. (afternoon)

Employees who choose not to participate in a compressed work schedule shall work the basic workweek, five (5) days a week according to the official duty hours.

Employees on second and/or third shifts are not eligible to participate in working a Compressed Work Schedule.

4: Work Schedule Request:

Employees who desire to participate in this CWS program shall complete a Work Schedule Request Form and submit to his/her Supervisor for approval. Work Schedule changes can be requested quarterly, or every ninety days. The change will be effective at the beginning of the next full pay period. Subsequent Work Schedule Requests forms are necessary only if there is a change in the Regular Day Off. Emergency requests for changes to a Compressed Work Schedule during a Quarter will be considered on a case-by-case basis.

If the Employee reports after his/her fixed start time, he or she will be documented tardy.

Employees will have one scheduled non-work day in a biweekly pay period, either Monday or Friday, No more than 25% of the Employees per shop will be allowed to choose one of the days per week. The non-workday must be the same day each pay period and must be requested on the Work Schedule Request Form. All Employees eight hour days will be scheduled on Fridays.

Employees Work Schedule Requests will be approved or disapproved based on shop workload, or other operational and organizational requirements. This may mean that some Employees will be unable to participate in Compressed Work Schedules when there are valid work-related reasons, due to the demands of the Yard. Once operational and organizational requirements are addressed, any conflicts in scheduling that result will be resolved in favor of the Employee with the earliest service computation date. The seniority determination may be modified in cases where individual job classifications, special skills, or workload requirements dictate specific designations of tours of duty.

5: Leave Time Requirements: Leave will be charged at a rate consistent with the time normally scheduled to be worked on that day. For example,

if an Employee takes leave on a 9-hour day, 9 hours (or any part thereof for partial days off) of the appropriate type of leave will be charged.

6: Holiday Leave: Holiday time will be charged at a rate consistent with the time normally worked on that day. Under Compressed Work Schedules, if a holiday falls on an Employee's scheduled non work day (regular day off) and this day is a Friday, the Employee will get the preceding Thursday off as an "in lieu of" holiday. If a holiday falls on the Employee's Monday day off, the Employee will get Tuesday off as the "in lieu of" holiday.

7: Overtime Work: Employees on Compressed Work Schedule will be paid overtime hours for work in excess of the Compressed Work Schedule.

8: Temporary Suspension of Compressed Work Schedules: Should an emergency or an unusual workload situation make it necessary to temporarily suspend Compressed Work Schedules, the Union will be notified. The Employer will make reasonable effort to prevent this situation from occurring.

Employees who are scheduled to attend training will revert to the working hours in effect at the training site. This may result in a temporary suspension of the Employee's ability to participate in CWS. Management will ensure the correct number of regular and overtime hours are entered into the T&A system.

Employees, who are assigned to travel (road-show) work, will work the hours of duty of the road-show. In most circumstances, Employees will not have to be removed from their CWS. Employees who are removed from the CWS will be automatically placed back on CWS when they return. Management will ensure the correct number of regular and overtime hours are entered into the T&A system.

It is understood that it may be necessary for Employees to report for duty on their scheduled day off, or during a time period that does not comply with their desired compressed work schedule. Employees will be compensated at appropriate overtime rates of pay.

Article 15

Official Personnel Records and Medical Information

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

Employees are required to make an appointment through their Supervisor to review these records; the request will normally be honored within two (2) workdays after notification of receipt of records. However, if the Employee is assigned work in a remote area, he will be permitted to review the records within the above time limit upon return to the YARD.

Section 2. The Employer recognizes the benefit to both the Employer and the Employee of having accurate and timely information in Employees' personnel records. Official personnel records are maintained by the Human Resource Center Northeast (HRCNE) at the U.S. Coast Guard Yard, Baltimore, MD. Employees may request a record for review through their Supervisor.

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

Article 16

Holidays

Section 1. Any Employee whose services are not required by the Employer on any Holiday established by Federal statute or Executive Order will be excused from duty that day without charge to leave and those excused will be entitled to Holiday benefits in accordance with applicable law and regulations.

Section 2. Work on Holidays established by Federal statute or Executive Order will, as determined by the Employer, be confined to urgent or essential work.

Section 3. Any Employee who works on any Federal Holiday will be paid at the rates prescribed by applicable law and regulations.

Section 4. Due to efficiency considerations, the YARD may elect to reduce operations during the Thanksgiving, Christmas, and New Year Holidays. During these periods the only Employees who will report for work are those who are required to perform critical waterfront functions, maintain customer services, or perform Facilities Management functions.

Article 17

Overtime

Section 1. Overtime officially approved and worked shall be paid for at the rates prescribed by applicable law.

The administration of necessary overtime work, including determining the need for special skills and the selection of those Employees who shall be required to work overtime, is solely a function of Management.

Employees assigned to work overtime will usually be the same Employees who worked on these particular jobs during the basic workweek.

However, on a long-range basis, an effort will be made by the Employer to

provide a fair distribution of overtime work among those Employees in the various trades who are fully capable, as determined by the Employer, of performing the available overtime worked.

The list of overtime hours worked and the list of overtime hours offered and declined by each Employee in the shop will be prepared by the Employer and posted on the shop bulletin board quarterly. Such list shall contain the number of hours and the number of hours declined of overtime worked during the preceding quarter and a cumulative total for the fiscal year.

If an Employee's request to be excused from working overtime is approved the hours involved shall be recorded on a shop overtime record and shall count the same as overtime hours worked for fair distribution purposes.

Overtime worked or declined by an Employee on loan will be entered on the overtime record of his parent shop. Nothing in this section shall be construed as alleviating the continuing responsibility of the Employer to distribute overtime equitably.

In the assignment of overtime, the Employer agrees to provide the Employee with as much advance notice as practicable and further agrees to give due consideration to the Employee's personal circumstances, subject to critical requirements to fulfilling the mission of the YARD. A list of Employees expected to work overtime on Saturday or Sunday will be posted on the shop bulletin board by the close of business on Thursday.

The final notice of Employees required to work overtime on Saturday or Sunday will be posted on the shop bulletin board no later than the beginning of the scheduled noon lunch period on Friday. Notice of required daily overtime will normally be provided by the end of the scheduled lunch period for that day, except in the case of an emergency. In some cases, such as breakdown of equipment, little or no advance

notice may be possible. Nothing in this section shall relieve the Employer of the responsibility to ensure that Employees are notified of all overtime assignments.

Management agrees that no Employee will be denied the opportunity to work overtime based solely on his use of approved leave.

Section 2. No Employee shall be placed in a non-pay status during any regular shift hours in his basic workweek, solely for the purpose of offsetting overtime hours he has worked outside of his basic workweek. However, nothing in this section shall prohibit the Employer from changing an Employee's basic workweek.

Section 3. The hours of work and the lunch period on overtime days, e.g., Saturday and Sunday, normally shall be the same as those observed during the basic workweek.

Section 4. Any Federal Wage system Employee who works in excess of ten (10) continuous hours (excluding a day shift lunch period) on any day will be allowed a ten (10) minute paid rest period after the expiration of the tenth (10th) work hour, subject to the provisions of YARD procedures.

Section 5. An Employee who is required to return to duty, outside the scheduled overtime work, will receive a minimum of two (2) hours overtime pay in accordance with the "callback" provisions of the applicable regulations.

Section 6. When an Employee is required to work more than sixteen (16) hours, and is regularly scheduled to report for work within the same twenty-four (24) hour period as that which he worked in excess of sixteen (16) hours, sufficient allowed time will be granted to permit a total of at least eight (8) hours non-duty time prior to having to report for his scheduled shift.

Section 7. The Employer will give due consideration to Employees involved in car pools when assigning nonscheduled overtime.

Section 8. The Employee will be given the voluntary option of earning Compensatory Time, in lieu of earned Overtime, at the Employer's discretion. The Employee will utilize Form CG-4358 to request this option.

Article 18

Job Description

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

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

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

Section 4. If an Employee believes that his position is misclassified, he has the right to request an accurate position description be completed. When agreed upon by Employee and Supervisor, the updated Position

Description, OF-8 and SF-52 will be submitted through the chain of command to HRCNE for reclassification. If the Employee is still dissatisfied, the appeal can be forwarded, for action, to CG Headquarters/OPM. HRCNE will notify Employee how to file their appeal with OPM.

Section 5. A Unit Employee whose grade or pay is adversely affected by a change in the duties assigned in the position description or a change in classification standards is guaranteed appeal rights under 5 CFR Chapters 511 and 532. An Employee of the Unit may file a classification appeal concerning the title, series, and grade level assigned to his position.

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

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

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

Article 19

Merit Promotion Program

Section 1. The Employer agrees to fill vacancies or make promotions of YARD Employees in accordance with the Coast Guard Merit Promotion Plan. Merit Promotion is one method used by Management in filling a vacancy, but other means may be properly utilized.

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

Section 3. Temporary promotions or details:

- a. No Employee may be temporarily promoted or detailed to higher level positions in excess of one hundred twenty (120) calendar days in a twelve (12) month period dating from the first day of the first temporary promotion or detail unless the Employee was selected from a properly issued completed promotion certificate.
- b. A Unit Employee temporarily assigned to a higher paying job in the Unit shall be temporarily promoted where a need of thirty-one (31) days or more exists.

Section 4. All job announcements concerning positions in the Unit will be posted on Industrial bulletin boards. Electronic copies of the announcements will be forwarded to all YARD Departments/Shops and the Union President. The Employer agrees to notify Employees who are TDY at remote job sites (via telephone, e-mail or fax), of job announcements, currently open in the YARD. Employees are required to submit applications by using the website: <http://www.usajobs.gov>.

Article 20

Labor Management Committee

Section 1. The Management and the Union recognize that the holding of periodic meetings for the exchange of views and information may contribute to the effectiveness of the Labor-Management relationship.

Section 2. Such informal discussions are limited to the exchange of information of mutual interest with respect to personnel policies, practices and matters affecting working conditions, so far as may be appropriate, subject to law and policy, whether or not specifically spoken to in the Agreement.

Section 3. Representatives of Management and the Union shall meet monthly. The purpose of these meetings is to provide a forum for informal discussions. Proposed agenda item must be forwarded, in writing, to Management at least three (3) calendar days prior to the scheduled meetings.

Section 4. Union President and Representatives (not to exceed a total of six (6)) will be on official time while attending such meetings.

Article 21

Safety and Health

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

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

Section 2. The Safety and Occupational Health Office will meet with the Shop Heads and the Production Manager, on a monthly basis. All safety concerns, accidents, and trends will be reviewed and discussed at this meeting. The Union President or his designee has a standing invitation to the monthly meeting to discuss the Union's safety and health concerns.

Unit Employees or their representatives shall, upon written request, receive a copy of the report concerning any lost time accident in which they were involved. The Employer agrees to consider and investigate any assertions of consequence made by the Employee concerning the facts recorded about an accident, and inform the Employee of their findings. It is agreed that any lost time accident occurring within a shop will be a subject of discussion at the next safety meeting or morning muster following the date of such lost time accident.

Section 3. The Union shall have the freedom to pursue alleged safety violations and non-compliance with the Occupational Safety and Health Act through the OSHA Reporting procedures in an effort to ensure the enforcement of safety and health as a priority at the Activity. It is understood that complaints that involve eminent danger type hazards, can be referred directly to the Occupational Safety and Health Administration. However, the Union should inform the Employer prior to any request for an OSHA visit/inspection.

When an onsite investigation of the U.S. Coast Guard YARD's compliance with the Occupational Safety and Health Act affecting

working conditions of Unit Employees is conducted by a non detachment authority, the Union will be permitted to accompany the Inspector on any investigations that relate to the safe working conditions of Unit Employees. During any safety inspections or discussions, it is agreed that the designated representatives of the Union shall suffer no loss of pay or benefits.

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

Section 4. Any Employee who observes an unsafe or unhealthy practice should report such practice to their immediate Supervisor. The Supervisor will make reasonable effort to correct the identified problem. However, if the identified problem cannot be solved it should be referred to the appropriate Management Official for investigation. If the Employee is not satisfied with official decision, it may be referred to the second step of the negotiated grievance procedure.

Section 5. Any Employee who is assigned to a job which he has a reasonable belief may cause imminent threat of death or serious bodily harm, may immediately cease work and notify his immediate Supervisor, if readily available, or any other Supervisor in the vicinity who, upon such notice, shall immediately check out the matter. If the matter is not resolved between the Employee and the Supervisor, the entire matter shall then be immediately referred to the Safety and Occupational Health Staff for review and decision with respect to the Employee's allegations concerning the question of safety. In referring the matter to the Safety and Occupational Health Staff, the Employee may request the presence of the appropriate Union Steward.

Section 6. The Employer agrees to furnish adequate lights, heat, ventilation, shower and wash-up facilities, toilet facilities, locker space,

and drinking water. All toilets, wash rooms and locker rooms shall be kept clean and in sanitary condition, with soap, towels, and hot water provided for the use of the Employees.

Section 7. The Employer shall furnish, free of charge, safety glasses, safety shoes, safety shoe toe guards, safety helmets, spray masks, respirators and any other special safety equipment or clothing that may be required by the Employer's rules. Such articles shall be replaced by the Employer when it has been determined by the responsible representative of the Employer that, in his judgment and in accordance with the established Federal standards, the article is no longer serviceable for the purpose for which it was designed. Any Employee shall have the right to request a check of such equipment or clothing in order to evaluate its condition. Upon request by an Employee to a Supervisor, such check shall be made within a reasonable period of time. The Employer will accept prescriptions for replacement safety glasses as presented by the Employee.

Section 8. Management will furnish the Union with reports of lost time accidents and job related health illnesses monthly. Management will furnish a listing of all occupational injuries and illnesses as requested. In addition, the Union will be invited to attend the review of investigations of such accidents when formal meetings are called for that purpose.

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

Section 9. All new Employees will receive a safety indoctrination upon entry to the work force. They will be advised of the general safety

requirements and also specific safe work practices, and procedures of their trade or occupation. This indoctrination will be conducted by qualified, properly trained personnel.

Section 10. The Employer will provide Employees annual physical examinations, and other medical examinations as required by Commandant Instructions, OSHA Regulations, or Federal Regulations.

Section 11. The Employer will furnish or procure transportation for Unit Employees who are injured or become ill while on the U. S. Coast Guard YARD, when in the opinion of the Command Medical Officer, or his designee, it might jeopardize the Employees health or physical welfare to proceed without assistance to his home or to an appropriate medical facility.

Section 12. No Employee shall be discriminated against in any way for reporting safety and health conditions which they feel to be hazardous to their health, or the health of others.

Article 22

Environmental Differential

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

Section 2. An Environmental Differential shall be paid to Employees within the Unit when performing work covered by 5 CFR 532.511, Appendix A. (See Appendix C)

Section 3. Employees will be notified when assigned work for which Environmental Differential pay is indicated. In the absence of such

notification, for types of work where an Environmental Differential may be indicated, the Employer will notify the affected Employee that such pay is not approved.

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

The Employee shall have the right to Union representation when disputes arise between Employee and Supervisor under the negotiated grievance procedure.

Article 23

Travel/Temporary Duty

Section 1. Both parties agree that Employees may be required to travel to carry out the mission of the Coast Guard. Employees required to travel in the course of performing assigned duties shall be paid and shall receive per diem in accordance with the following laws and/or regulations regarding travel and temporary duty:

- a. Federal Travel Regulations codified at 41 C.F.R., Chapters 300-304;
- b. Commandant Instruction 4600.14B, Government Travel Charge Card (GTCC) Program;
- c. Fair Labor Standards Act (FLSA), governing paid overtime; and
- d. Travel and Transportation Reform Act (1998), Public Law 105-264

Section 2. Selection of Employees for temporary duty assignments will be based upon official necessity and sufficient Employee

qualifications without regard to sex, race, religion, age or national origin. The selection of qualified individuals will be administered on a fair and equitable basis. So far as necessary in the full performance of their position duties, Employees are responsible for responding to temporary duty assignments in the same manner as to duties at their permanent duty stations. However, Management will consider Employees not be required to travel when such travel would result in a personal hardship and if another qualified Employee is available.

Section 3. The Employer recognizes through this Agreement the inconveniences that travel requirements place on unit Employees and therefore agrees that, where possible, the maximum amount of notice possible will be given to unit Employees required to travel away from their duty stations. (The Employer agrees no less than two (2) weeks' notice shall be given except in cases of emergency or where the Employer could not have foreseen the necessity). Travel order(s) will be issued to unit Employees assigned temporary duty travel. These orders will be provided to the Employee no later than two (2) full workdays prior to their departure from the activity. Employees will not be required to travel without official travel orders. Management will provide Employees with the following information in writing, if known at the time the trip is posted:

- a. Purpose of the travel assignment;
- b. Anticipated duration of assignment;
- c. Per Diem rate;
- d. Mode of transportation;
- e. Arrangements made for quarters, if any;
- f. Transportation to and from the job site;

Any additional information regarding travel requirements will be furnished to the Employee with his/her travel orders.

Section 4. Government Employees travel card program for all official travel expenses. In implementing ALCOAST 065/00, Subj: Government Travel Card Program - Mandatory Use, COMDTNOTE 4600, the YARD and the BAMTC agree that the following provisions apply to BAMTC bargaining unit Employees.

- a. It is agreed that, unless granted an exemption, all civilian Employees are required to obtain a travel card if they expect to travel while employed by the Coast Guard.
- b. It is agreed that the Commanding Officer of the U. S. Coast Guard YARD, or his designee, can deem that personnel lack the financial responsibility to handle a travel card. If the Commanding Officer or his designee choose to allow these members to have cards they will contact the appropriate primary card coordinator and have individual cards made inactive for periods of time when the member will not be traveling.
- c. It is agreed that travel cards do not have to be used if the duration of the TDY travel exceeds 21 days. If the cardholder chooses to use the card for trips that exceed this time frame, interim travel claims must be submitted every thirty (30) days. The first claim should be submitted at twenty-five (25) days. Arrangements must be made by the cardholder to receive the necessary billing information and to pay the monthly travel card bill. Employees will be allowed sufficient time, on the job, to file interim travel claims.
- d. It is agreed that common carrier transportation tickets must be charged to the traveler's travel card unless the ticket amount exceeds \$1,000 or the trip duration exceeds fourteen (14) days. The use of travel cards over the central accounts allows for more efficient use of Coast Guard resources.

- e. It is agreed that when individual card account balances become delinquent in excess of one hundred twenty-six (126) days and the account has been cancelled, the Coast Guard may, upon written request from the card contractor, begin collecting all undisputed amounts through administrative offset from the traveler's disposable pay, not to exceed 10% of disposable pay unless a higher amount is authorized by the member.
- f. It is agreed that Employees applying for a travel card will be trained on the proper use of the travel card.

Section 5. Employees who are scheduled and required to travel on days outside of their basic workweeks and during their normally scheduled work hours will be entitled to overtime pay in accordance with regulations. Employees who depart earlier or later than scheduled for their own convenience will not be entitled to any adjustment in their salary or Per Diem.

Section 6. Management agrees to maintain accurate records pertaining to the number of travel assignments by each Employee. These records shall be kept and maintained in list format by TONO. A copy of these records shall be provided to the Union upon request. Any discrepancies or disagreements concerning travel assignments and/or records shall be resolved through the Negotiated Grievance Procedure, including arbitration.

Section 7. To the maximum extent practicable, Management will schedule or allow the scheduling of necessary travel time enroute within an Employee's regularly scheduled hours of duty in connection with official travel.

Section 8. An Employee on a travel assignment may extend his/her return travel in such a way as to not inconvenience the Government or increase the government's expense for the travel, the Employee may be

permitted to extend his/her return in such a way as to permit a period of leave requested by the Employee. Such leave shall be granted, absent any compelling workload requirements in the same manner as other leave is granted at the Employee's work site.

Article 24

Equal Employment Opportunity

A reasonable amount of official time will be authorized for Employees or representatives who would otherwise be in a duty status to participate in statutory complaints.

Article 25

Unfair Labor Practice Charges

Section 1. Either party may file an Unfair Labor Practice (ULP) charge as provided in Section 7116 of the Statute. However it is the desire of both parties, to attempt if possible, informal resolution of any issue(s) prompting either party to file a ULP charge.

Section 2. Prior to filing an ULP charge with the Federal Labor Relations Authority, the charging party will notify the other in writing, or by a copy of the proposed charge. In order that efforts may be made to resolve the problem, within ten (10) days of the notification, a meeting may be held with the charging party to attempt resolution.

Section 3. Charges against the Employer will be referred to the Commanding Officer, U.S. Coast Guard YARD, Curtis Bay, Maryland. Charges against the Union will be referred to the President, Baltimore Area Metal Trades Council, AFL-CIO.

Article 26

Disciplinary Action

Section 1. Disciplinary actions will be taken for such cause as will promote the efficiency of the service in accordance with applicable laws and regulations. The purpose of discipline is to correct, not punish, the offending Employee and to maintain morale among other Employees. In this regard, the Employer agrees that it will uniformly apply local instruction concerning discipline of Employees, and that discipline will be imposed in a fair and impartial manner for similarly situated Employees.

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

- a. Letters of reprimand
- b. Suspensions of fourteen (14) days or less

In cases where the Commandant Instruction governing disciplinary action conflicts with the terms of the collective bargaining agreement, the collective bargaining agreement takes precedence.

Section 2. Disciplinary actions shall be taken only for just cause. Management will make a preaction investigation prior to initiating a contemplated formal disciplinary action against an Employee. This investigation will normally include a private discussion with the Employee, if available and in a duty status. If an Employee asks for a Steward to be present during this investigative discussion, the Supervisor or Management official will immediately stop questioning the Employee, obtain a Union Steward, and then continue questioning.

Section 3. The Employer agrees that discipline should be exercised in an objective and timely manner and must be for just cause. Discipline will be carried out as follows: When it is determined that it may be necessary to issue a letter of Reprimand to an Employee, the Employer will notify

the affected Employee within seven (7) calendar days after knowledge that an offense may have occurred, that such action is being contemplated. If the Employer thereafter decides that such action will be taken, the Letter of Reprimand will normally be issued to the Employee within fourteen (14) calendar days after Employee has been notified of a contemplated action. Upon receipt of the Written Reprimand the Employee may file a grievance within fourteen (14) calendar days.

Section 4. An Employee against whom a suspension of fourteen (14) days or less is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. Ten (10) calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. Be represented by his cognizant Steward or other Representative.
- d. A written decision which shall include the specific reasons for the decision and the Employee's grievance rights.

The decision will normally be issued to the Employee within fourteen (14) calendar days following the receipt of the Employee's reply to the proposed action, unless circumstances justify a delay, and at least twenty-four (24) hours before the effective date of the action, except for unusual work requirements. An original and copy of the final decision will be provided to the Employee.

Section 5. Upon request by the Union, with written authorization from the Employee, Management will provide the Union with access to the complete file relied upon by Management in the decision, in order to prepare a timely reply. A copy of records pertinent to the case, relied

upon to support the action, will be made available upon request at no cost to the Employee or Union.

Section 6. Grievances pertaining to disciplinary actions can only be processed through the negotiated grievance procedure. Grievances over any disciplinary actions will be introduced at Step 2 of the formal grievance procedure.

Section 7. Nothing in this Article shall preclude the Employer from taking immediate action, without adhering to the above-cited time limits, in situations where there is a reasonable cause to believe that the Employee may have committed a crime for which a sentence of imprisonment may be imposed.

Article 27

Adverse Actions

Section 1. Under regulations prescribed by the Office of Personnel Management (OPM), an Agency may take adverse action against an Employee only for such cause as will promote the efficiency of the service. Any such action taken against an Employee also must meet all statutory requirements imposed by Subchapter I and II of Chapter 75 of the Civil Service Reform Act of 1978, the implementing regulations of OPM and the terms and conditions of this Agreement.

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

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

These adverse action procedures apply only to those Employees in the Unit who are in the competitive service and not serving a probationary or trial period under an initial appointment or who have completed one (1) year of current continuous employment. However, any Employee, while working in the Unit, may be represented by the Union in other matters covered by this Agreement.

An Employee against whom an adverse action is proposed is entitled by statute and provisions of this Agreement to at least thirty (30) days advance written notice (unless there is reasonable cause to believe the Employee has committed a crime for which a sentence of imprisonment may be imposed, or for other reasons authorized by 5 USC 7513(b), and regulations of OPM), stating the specific reasons for the proposed action.

Section 2. Prior to the issuance of a notice of proposed adverse action to an Employee, an investigative discussion will be conducted if the Employee is available in a duty status. When an investigative discussion is held, the Employee will normally receive written notification prior to the scheduled discussion.

The written notification will advise the Employee of the general basis for the discussion and his right to union representation. If the Employee so requests, a Union Steward will be given an opportunity to be present.

Notices of proposed adverse action will normally be issued within 30 days after the completion of the investigation. In the event circumstances prevent the issuance of a notice of proposed adverse action within thirty (30) days of a completed investigation, the reason for the delay will be documented in the adverse action file.

Section 3. Upon request by the Union, with written authorization from the Employee, Management will make available for review to the Employee and/or his Steward, the complete file relied upon by

Management to prepare a timely reply at no cost to the Employee or Union.

Section 4. The Employee, who may be accompanied by a representative, shall have fifteen (15) days and a reasonable amount of official time to answer any proposed adverse action either orally and/or in writing. The final notice of adverse action, which will contain the Employee appeal rights, will normally be issued to the Employee within twenty (20) days following the receipt of the Employee's reply to the proposed action unless circumstances justify a delay.

Section 5. Under provisions of 5 USC 7513(d), an Employee against whom an adverse action is taken is entitled to make a timely appeal to the Merit Systems Protection Board (MSPB) or, consistent with provisions of 5 USC 7121(e)(1), this collective bargaining agreement, and with the concurrence of the Union, may elect to have the Union process a timely appeal to binding arbitration under this Agreement, but not both.

Once a written appeal is initiated under either procedure, the election may not be changed. The Union may represent a unit Employee in processing an adverse action appeal either to binding arbitration in accordance with this Agreement or to the Merit Systems Protection Board. An Employee shall have twenty-five (25) calendar days following the date of the adverse action decision to initiate a timely grievance over the action. In grieving or appealing suspensions under the arbitration procedure, the first day of the suspension is the effective date.

In appealing an adverse action to the MSPB, the Employee or his Representative must file the appeal within thirty (30) calendar days of the effective date of the action. Official time shall be granted for processing appeals as provided above in accordance with Article 5, Section 3 of this Agreement.

Article 28

Grievance Procedure

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances. The Parties agree that it is in the interest of a sound and stable Labor-Management relationship that all grievances be fully investigated and resolved at the lowest possible level of the grievance procedure.

Section 2. The Parties agree to submit all contract-related matters to the negotiated grievance procedures concerning contract-related issues, which may occur in the day-to-day administration of this Agreement.

The Employer and the Union by mutual agreement may consolidate any number of grievances into one grievance if they involve the same issue or factual situation(s).

Participants will be free from restraint, interference, coercion, discriminating or reprisal action for participating in grievance proceedings. Inasmuch as dissatisfaction and disagreements arise occasionally among people in any work situation, the filing of a grievance, complaint or appeal shall not be construed as reflecting unfavorably on an Employees' good standing, his performance or his loyalty or desirability to the Command.

Section 3. Definitions

- a. A Grievance means any complaint:
 1. By any Employee concerning any matter relating to the employment of the Employee (the matter must personally affect the Employee);
 2. By the Union concerning any matter relating to the employment of any Employee; or

3. By an Employee, the Union, or the Employer concerning:
 - a. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - b. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.
 4. Oral or Written Admonishments, and Letters of Caution or Leave Requirement;
while not formal disciplinary actions; may be grievable under the negotiated grievance procedure.
- b. Except that it will not include a grievance concerning:
1. Any claimed violation of subchapter III, Chapter 73 CSRA (relating to prohibited political activities)
 2. Retirement, Life Insurance or Health Insurance
 3. A suspension or removal for security reasons under section 7532, CSRA
 4. Reduction-in-Force
 5. Non-adoption of a suggestion or performance award or any other kind of discretionary award
 6. Failure to be selected for promotion from the candidates listed on a promotion list
 7. Any examination certification or appointment for Federal employment
 8. Classification of any position which does not result in the reduction in grade or pay of any Employee
 9. Garnishment of wages (court ordered withholding of pay)
 10. Termination during a trial or probationary period
 11. Expiration of a term or temporary appointment
 12. Any termination of benefits payable under Chapter 53, subchapter VI of Title 5 of the United States Code, pertaining to grade and pay retention

Section 4. An aggrieved Employee affected by discrimination, a removal or reduction in grade based on unacceptable performance, or other adverse actions (i.e.; suspensions of fourteen (14) days or more, grade reductions, pay reduction, and furloughs of thirty (30) days or less) may at his option raise the matter under a statutory appellate procedure, or the Negotiated Grievance Procedure, but not both.

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 a final decision, pursuant to Section 7702 of the CSRA, in the case of any personnel action that could have been appealed to MSPB or where applicable to request the EEOC to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the EEOC.

For the purpose of this Section and pursuant to Section 7121(e)(1) of the CSRA, an Employee shall be deemed to have exercised his option under this section only when the Employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under this Negotiated Grievance Procedure.

It is agreed that matters specifically excluded from negotiations or reserved as Management's rights under the appropriate provisions of the CSRA are also excluded from this procedure.

Grievances under the terms of this Article may be initiated by bargaining unit Employees either singly or jointly, by the Union, or by the Employer. As used in this Agreement, the term grievant refers to the aggrieved party, whether an Employee, the Union, or the Employer.

Section 5. Rights under the Procedures

- a. Unit Employees may request Union representation when an investigation is being conducted if the Employee reasonably

believes that the examination may result in disciplinary action against the Employee.

- b. When an Employee has initiated a grievance and does not elect to be represented by the Union, Union will be given the opportunity to be present at all formal discussions between the Employee and the Employer concerning the grievance. The Employer will resolve all grievances presented under such circumstances consistent with the terms and conditions of this Agreement.
- c. An affected Employee will be on official time to:
 - 1. discuss potential grievances with a designated Union Representative;
 - 2. to present grievances.
- d. Overtime will not be paid in connection with such proceedings.
- e. The Employer has the right to file grievances and to proceed to arbitration. If the Employer files a grievance that results in arbitration, both Parties will pay half of the financial liability of the cost of the arbitrator's fee.
- f. During formal grievance procedures, the grievant shall be entitled to an equal number of Union representatives that the Employer utilized during the grievance procedure or hearing.

Section 6. The following steps shall be followed in presenting a grievance. At each step, the Employee may personally present his grievance to the appropriate Management Official or he may authorize, in writing, the appropriate Union Official to present the grievance on his behalf.

Informal Step:

Any grievance not taken up under the procedures outlined in this Agreement, within fourteen (14) calendar days after the occurrence of the matter that gave rise to the grievance, shall not be presented or considered at a later date except in cases where the grievant could not reasonably have been aware of being aggrieved.

An aggrieved Employee and/or the Union representative shall first informally take up any grievance with the immediate Supervisor, or appropriate Management Official. The appropriate management official is the lowest level official within the Command segment who has the authority to resolve the grievance.

The Supervisor or appropriate management official shall have seven (7) calendar days to answer the Employee orally, granting or denying the grievance. The Employee may be accompanied by his Steward. If the grievance is not resolved at the informal level, it will be filed in writing at Step 1 of the formal procedure.

When the appropriate management official is the General Foreman, the informal step will be held with that official. If the grievance is not resolved at the informal level, it will be filed in writing at Step 2 of the formal procedure.

Step 1:

If the grievance or dispute is not resolved by immediate supervision or other appropriate management official, the aggrieved Employee or Union Representative shall submit the grievance to the Employees General Foreman or equivalent within seven (7) calendar days following the informal answer.

The grievance shall be in writing on a form mutually agreed to by the Employer and the Union. The grievance will identify the issues, including the pertinent articles and sections of the agreement and/or regulations if

any, the date of the informal meeting, and the corrective action desired.

The General Foreman will cause such additional investigation to be made, as he deems necessary to develop the facts in the case. He shall meet and discuss the grievance with the Employee, and his representative, if any, and any additional personnel he considers necessary, within seven (7) calendar days after he receives the written grievance. He shall render his decision in writing responding to each issue raised in the grievance, within seven (7) calendar days after the meeting. The written decision shall be provided, to the aggrieved Employee, with a copy to the Union President.

Step 2:

If a satisfactory settlement is not reached in the Step 1 decision, the written grievance may be forwarded to the Production Manager within seven (7) calendar days after receipt of the Step 1 decision.

The Production Manager will cause such additional investigation to be made, as he deems necessary to develop additional facts in the case. He shall meet and discuss the grievance with the Employee, and his representative, if any, and any additional personnel he considers necessary, within seven (7) calendar days after he receives the written grievance. He shall render his decision in writing, within seven (7) calendar days after the meeting. The written decision shall be provided to the aggrieved Employee, with a copy to the Union President.

Step 3:

If a satisfactory settlement is not reached in the Step 2 decision, the written grievance may be forwarded to the Industrial Manager within seven (7) calendar days after receipt of the Step 2 decision. The Industrial Manager is the highest level management official to whom a grievance can normally be presented. However, for a grievance of an adverse action in which the Industrial Manager is the deciding official or a grievance in which the Industrial Manager is cited with a personal contract violation the Commanding Officer will be the Step 3 management official.

Upon receipt of the Grievance, the Industrial Manager will cause such additional investigation to be made, as he deems necessary. He will meet and discuss the grievance with the Employee and the Union President, and any additional personnel he considers necessary, normally within fourteen (14) calendar days after he receives the written grievance appeal. The Industrial Manager will render his decision, in writing normally within fourteen (14) calendar days after the meeting. The written decision will be provided to the aggrieved Employee, with a copy to the Union President.

If a satisfactory settlement is not reached at Step 3, Union may submit the grievance to arbitration. The Union will make its election by serving written notice to the Commanding Officer, U.S. Coast Guard YARD.

Section 7. Failure of Management to answer written grievances within the time limits prescribed in each step of the grievance procedure shall permit the Union representative or the Employee to refer the case to the succeeding step of that procedure. Failure of the Employee or his Union representative to comply with the time limits prescribed in this grievance procedure shall constitute a basis for termination of the grievance by the Employer. Extensions of the time limits may be granted, provided mutually agreed upon by both parties.

Section 8. Union and Employer Grievances

- a. Council grievances filed by the Union will be submitted to the Commanding Officer, U.S. Coast Guard YARD by the President, BAMTC within twenty-one (21) calendar days after the particular act or occurrence or within twenty-one (21) calendar days after the Union became aware of the particular act or occurrence causing the grievance. A written decision on the matters presented will normally be issued within fourteen (14) calendar days.

- b. Grievances filed by the Employer will be submitted in writing to the President of the BAMTC, Coast Guard YARD by the Commanding Officer, U. S. Coast Guard YARD normally, within twenty-one (21) calendar days after the particular act or occurrence causing the grievance. A written decision will normally be issued within fourteen (14) calendar days.
- c. Should the grievance be settled during the processes described in a or b above, the grieving party will withdraw the grievance in writing, or the parties will reduce the settlement in writing, stating that the matter is closed, and sign the settlement agreement.
- d. When the issues are not resolved, the grieving party, through the Union President or the Commanding Officer, U. S. Coast Guard YARD, may invoke arbitration.

Section 9. Only recognized Union Representatives or an Employee filing a grievance on his own behalf, or Management, shall have access to the Negotiated Grievance Procedure.

Section 10. The Employer and the Union agree that the remedy for any violation of this Agreement that directly causes a grievant(s) to suffer a loss in pay, allowances, or differentials shall be recovered under this Grievance Procedure.

Article 29 Arbitration

Section 1. The purpose of this Agreement is to provide for binding arbitration of unresolved grievances. If Management and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written notice by either party, after issuance of the final decision, may be submitted to arbitration. Only those issues not

resolved in the grievance will be submitted to arbitration. If the parties fail to agree on a joint submission of the issue(s) for arbitration, each party shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard. Arbitration shall be invoked only by Management or the Union.

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

Section 3. The party who desires to initiate arbitration on a grievance shall notify the other party, in writing, of its intent. The notice must be served within thirty (30) calendar days of receipt of the last decision on the grievance. Within five (5) calendar days of the service of an arbitration notice, the parties will meet to select an arbitrator. If an arbitrator cannot be mutually agreed to, the parties will request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five (5) impartial persons qualified to serve as arbitrators.

The parties shall meet within seven (7) calendar days after receipt of such list. If the parties cannot then mutually agree upon one (1) of the listed arbitrators, each party will alternately strike one arbitrator from the list and shall repeat the procedure. The remaining listed person shall be selected as the arbitrator for the case. To the maximum extent possible the parties will agree to a mutually acceptable date for the hearing which will be held within ninety (90) days of the arbitrator's selection. The parties may mutually agree to extend any of the above time limits.

Section 4. The arbitrator's fees and expenses shall be borne equally by the parties. Management will furnish adequate facilities for the arbitration

hearing. During the hearing the Union will be allowed access to available research materials if needed. The parties retain the right to obtain a verbatim transcript of the hearing. The party requesting the transcript will pay the cost involved. However, should both parties decide they want a transcript the cost will be shared equally between them.

Section 5. Arbitration hearings shall be conducted only during day shift hours, Monday through Friday, except on holidays, at the YARD. No overtime will be authorized for attendance at these hearings. Employees serving as Union representatives (only three, one of whom may be the Union President), aggrieved Employee(s), and witnesses shall be excused from duty to participate in an arbitration proceeding without loss of pay or leave. The Union and Management shall have the right to call relevant witnesses to testify at the arbitration hearing. Normally, the parties will exchange a list of witnesses to be called at least five (5) calendar days prior to the hearing. Both parties will exercise good faith and due diligence in locating witnesses in time to meet the deadline for witness list exchange.

Section 6. The arbitrator will be requested to render an opinion and award to the Union and Management, as quickly as possible, within thirty (30) calendar days after the conclusion of the hearing. Arbitrators shall have no power to add to, subtract from, or modify any of the terms of this Agreement; such right is invested in the contracting parties only. The arbitrator may award attorney's fees in accordance with applicable laws and regulations.

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

Section 8. It is understood that the Union retains the right to appeal the following actions under this arbitration procedure. An aggrieved Employee may raise the issue under the negotiated grievance procedure or

the statutory appeal procedure, but not both. For purposes of this Section, an Employee shall be deemed to have exercised the choice of a procedure when the Employee and/or the Union initiates or files a timely written appeal either under the statutory procedure or a written submission to arbitration.

- a. Adverse Actions (Suspensions of more than fourteen (14) days, Removal, Reduction in Grade or Pay or Furlough for thirty (30) days or less). If the negotiated Arbitration Procedure is selected, the appeal will be submitted, if approved by the Union for action, to arbitration within twenty (20) calendar days of the effective date of the adverse action. For purposes of this Section, the effective date of a suspension or furlough is the first day of the suspension or furlough.
- b. Actions based on unacceptable performance (Reduction in Grade or Removal). At the time of the written appeal the Employee must make known which procedure will be used. If the negotiated arbitration procedure is selected, the appeal will be submitted, if approved by the Union for action, within twenty (20) calendar days of the effective date of the action.
- c. Employees exercising their statutory rights to appeal any of the above actions including reductions in force, under the Merit System Protection Board (MSPB) procedures must file an appeal with MSPB within thirty (30), calendar days of the effective date of the action, in accordance with 5 CFR 1201.22(b).

Section 9. Should either party refuse to participate in the arbitration process, the other party may present the case to an arbitrator, who shall have the authority to render a decision.

Section 10. If mutually agreeable, the parties' representatives shall meet prior to the arbitration hearing to attempt to come to a mutual agreement on any stipulations of facts and exhibits concerning the matter being arbitrated.

Article 30

Reduction in Force (RIF)

Section 1. Management will conduct any RIF in accordance with applicable laws, regulations, and DHS and Coast Guard policies.

- a. The Employer will make a reasonable effort to avoid or minimize a RIF by adjusting the work force through the placement of Employees in available vacancies for which they are fully qualified, as determined by the Employer, in compliance with existing statutory requirements and Office of Personnel Management rules and regulations.
- b. The Employer will notify the Council in advance of any proposed RIF.

Section 2. It is agreed that the Coast Guard YARD, excluding tenant activities, will constitute the competitive area for RIF.

Section 3. The Human Resource Center North East (HRCNE) will provide career transition assistance to covered individuals. Surplus or displaced Employees must receive an orientation to the transition services program before services are provided. Types of assistance provided will include:

- a. Job application workshops, skill assessment, career counseling, networking, Work-Life Program assistance, job information, financial planning and other appropriate forms of Employee assistance.

- b. Training in computer literacy, communications, and problem solving following guidance and standards set by the Department of Homeland Security.
- c. Service or assistance in contacting other Federal agencies, state employment and Federal employment assistance agencies, and other public and private sector Employers to assist in finding continuing employment. This assistance may be in many forms; direct assistance in contacting other Employers, participating in “job fairs” or other similar efforts, provision of times and office facilities for surplus and displaced Employees to contact potential Employers.

Article 31

Changes in Trade or Craft Work

Section 1. In the event a problem arises with respect to trade or craft jurisdiction affecting Employees in the Unit, the Union may bring such a matter to the attention of appropriate Management Official. Wherein the Employer cannot maintain the jurisdictional boundaries of craft and trade work, the Union will be notified and provided an opportunity to discuss the matter with the Command.

Section 2. An Employee assigned to perform duties outside of his position for periods in excess of thirty (30) days, will be properly detailed to such duties in accordance with regulations and this Agreement. OPM Regulations require that an Employee's Position Description/Job Description accurately describe the major duties and responsibilities performed on a regular and recurring basis.

Section 3. When work is permanently assigned contrary to trade lines previously accepted in the Command, and when the reassignment is significant, the Union shall be notified of the intended action, and given an opportunity to present its views to Management.

Article 32
**The Impact of Realignment of
Work Force or Technological Changes**

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

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

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

Section 4. Should an Employee who is involuntarily separated because of the impact of realignment of work force or technological changes be entitled to severance pay, such pay shall be in accordance with current regulations.

Section 5. Should an Employee in the Unit be demoted, as a result of the impact of realignment of the work force or technological changes, and is entitled to salary retention, such salary retention shall be in accordance with current regulations.

Article 33
Contracting Out Of Bargaining Unit Work

Section 1. The Employer shall notify, in writing, the Union concerning any work changes or contracting out of work that may result in

an adverse affect upon bargaining unit Employees to include reduction in force, transfer, abolition of function, etc. Such advance notice shall provide a full explanation of the reasons for such actions and provide the Union sufficient opportunity to respond in writing with its views.

The right of the Employer to make determinations with respect to contracting out is assured by this Agreement and is outlined in Management Rights. When the decision is made by the Employer to contract out, such as when the YARD has a requirement which can not be met by current workforce, notice will be given to the Union.

Notification of contracting out effected by OMB Circular A-76 shall include notice of an impending cost comparison study(ies) and follow-up progress information as requested by the Union on not less than a monthly basis, and as permitted by applicable laws and regulations. Upon completion of the study(ies) Management shall notify the Union of its intent to solicit bids, and upon the Union's request, Management shall meet to consult in detail on the impact of contracting out and shall allow the Union reasonable time to respond with written comments on the proposed solicitation.

Due consideration will be given to the Union's views. Upon request of the Union, Management shall meet and bargain, when appropriate, on the procedures and arrangements for Employees adversely affected by the decision to contract out.

Section 2. Management will take action, to the extent practicable, to minimize the impact on Employees adversely affected by a decision to contract out bargaining unit work to the extent not prohibited by applicable laws, rules, or regulations. Management will give consideration to attrition and the restricting of new hires. The Union may request Impact and Implementation Bargaining as provided by the CSRA.

Section 3. When a Management determination is made to contract out bargaining unit work, which may have an adverse impact on bargaining unit Employees, Management shall comply with OMB Circular A-76 or other applicable laws, rules or regulations of higher authority which govern.

Section 4. If contracting out will result in the separation from service of more than ten (10) Employees, the Employer agrees to meet with the Union for the purpose of discussing the appropriate arrangements necessary to minimize the impact on the affected Employees.

Article 34 Wage Surveys

Section 1. Pay rates for YARD wage Employees are established under the Federal Wage System (FWS).

Section 2. The Employer will notify the Union as soon as it receives official written word that an area wage survey has been ordered that applies to the Unit.

Section 3. Reasonable time during working hours will be authorized, without loss of pay or benefits, to permit the appropriate committee of the Union, composed of not more than three (3) members, to participate in the actual survey and gathering of data. Management shall, upon written notification by the Union, make necessary arrangements for such Employees to be absent from their work assignments.

Article 35 Distribution of the Agreement

Section 1. The Employer and Union agree to equally share the cost of printing all copies of this Agreement. In addition, the Employer agrees to assume the administrative burden of affecting this action. The Employer

agrees to distribute a copy of the Agreement to each Employee currently in the Unit of recognition and to each Employee hired into the Unit.

Section 2. Each bargaining Unit Employee at U. S. Coast Guard YARD, Curtis Bay, will be provided with a copy of the Agreement.

Section 3. The Union will be provided an additional twenty-five (25) copies of the Agreement.

Article 36

Duration and Changes

Section 1. It is the intent of the Parties to this Agreement that it remain in full force and effect for a period of four (4) years of its approval by the Commandant, U.S. Coast Guard through procedures provided for that purpose. This Agreement shall terminate immediately at any time the Union is no longer entitled to exclusive recognition for the present Unit under Title VII, Public Law 95-454.

Section 2. If neither Party serves notice to renegotiate the Agreement, the Agreement will be renewed for four (4) year periods, subject to other provisions of this article.

Section 3. Either party to this Agreement will give written notice to the other Party, during a window period of 90-120 calendar days prior to the expiration date of this Agreement, of the party's desire to negotiate a new agreement. If either Party desires to negotiate a new Agreement, the Parties shall develop ground rules to negotiate a new agreement and shall commence negotiations within a mutually agreed to timeframe.

Section 4. Amendments may be made by mutual consent of the parties after this Agreement has been in effect for six (6) months. Requests for such amendments must be submitted in writing and include the proposed amendment(s). The parties shall meet within fourteen (14) days after

receipt of such notice to negotiate on amendments to the Agreement. No changes shall be considered except those bearing directly on the matter(s) agreed to be opened by the parties. Amendment(s) or change(s) agreed to will become effective when ratified by the Union and approved by the Department of Homeland Security through procedures provided for that purpose.

Section 5. Any amendment(s) to this Agreement which are agreed to and approved by the Department of Homeland Security under conditions of this Agreement will be promptly reproduced and distributed by Management to Management and Union Representatives and to Employees in the unit.

Section 6. The waiver or any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all the terms and conditions hereto.

Section 7. Except for provision(s) rendered invalid by law or regulations of appropriate authorities, the provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement of the Parties. The Parties may negotiate a Memorandum of Understanding (MOU) concerning any matter appropriate for negotiations, or as a mutual understanding concerning the terms and conditions herein. When such Memoranda of Understanding are negotiated they must bear the signature of the President of the Union, and the Commanding Officer, U.S. Coast Guard YARD, or their appointed designees.

Section 8. Invalidation of any provision of this Agreement shall have no effect on any other provision.

Article 37

Workmen's Compensation

The parties acknowledge that the Office of Worker's Compensation Programs (OWCP), U.S. Department of Labor, will administer benefits derived to Employees under the Federal Employees Compensation Act. The Employer will publish information about the program and its benefits, points of contact and telephone numbers for Employees needing information concerning processing of OWCP claims.

Appendix A

Organizations affiliated with the Baltimore Area Metal Trades Council which have members in the U.S. Coast Guard YARD.

Local

1. International Association of Machinists and Aerospace Workers, Local S43
2. International Brotherhood of Electrical Workers, Local 1383
3. International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 608
4. Brotherhood of Painters and Allied Trades, Local 1
5. United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 486

REPRESENTATIVE'S

SIGNATURE: _____ DATE: _____

PERMISSION GRANTED ____ DENIED ____ (IF DENIED, STATE REASON)

SUPERVISOR'S SIGNATURE: _____

DATE: _____

AREA VISITED

SIGNATURE OF POINT OF CONTACT
(MANAGEMENT/UNION OFFICIAL)

AREA VISITED

SIGNATURE OF POINT OF CONTACT
(MANAGEMENT/UNION OFFICIAL)

AREA VISITED

SIGNATURE OF POINT OF CONTACT
(MANAGEMENT/UNION OFFICIAL)

TIME DEPARTED JOB SITE: _____

TIME RETURNED TO JOB SITE: _____

TOTAL TIME CHARGED: _____

SUPERVISOR'S INITIALS: _____

Supervisor's Comments: _____

Appendix C

CHAPTER I -- OFFICE OF PERSONNEL MANAGEMENT

PART 532--PREVAILING RATE SYSTEMS--Table of Contents

Subpart E--Premium Pay and Differentials

Sec. 532.511 Environmental differentials.

(a) Entitlements to environmental differential pay.

(1) In accordance with section 5343(c)(4) of title 5, United States Code, an Employee shall be paid an environmental differential when exposed to a working condition or hazard that falls within one of the categories approved by the Office of Personnel Management.

(2) Each installation or activity must evaluate its situations against the guidelines issued by the Office of Personnel Management to determine whether the local situation is covered by one or more of the defined categories.

(b) Amount of environmental differential payable.

(1) An Employee entitled to an environmental differential shall be paid an amount equal to the percentage rate authorized by the Office of Personnel Management for the category in which the working condition or hazard falls, multiplied by the rate for the second step of WG-10 for the appropriated fund Employees and NA-10 for the non-appropriated fund Employees on the current regular non-Supervisory wage schedule for the wage area for which the differential is payable, counting one-half cent and over as a whole cent.

(2) An Employee entitled to an environmental differential on an actual exposure basis shall be paid a minimum of one hour's differential pay for the exposure. For exposure beyond one hour, the Employee shall be paid in increments of one-quarter hour for each 15 minutes or portion thereof in excess of 15 minutes. Entitlement begins with the first instance of exposure and ends one hour later, except that when exposure continues

beyond the hour, it shall be considered ended at the end of the quarter hour in which exposure actually terminated.

(3) An Employee entitled to an environmental differential on the basis of hours in a pay status shall be paid for all hours in a pay status on the day on which he/she is exposed to the situation.

(4) An Employee may not be paid more than one environmental differential for a particular period of work.

(5) The payment of environmental differential pay is computed on the basis of the highest environmental differential rate authorized during the period of entitlement.

(6) The number of hours an Employee is paid environmental differential shall not exceed the number of hours of duty performed by the Employee on the day of exposure except as required by paragraph (b)(3) of this section.

(c) Basic pay. Environmental differential pay is part of basic pay and shall be used to compute premium pay (pay for overtime, holiday, or Sunday work), the amount from which retirement deductions are made, and the amount on which group life insurance is based. It is not part of basic pay for purposes of lump-sum annual leave payments and severance pay nor is its loss an adverse action.

(d) The schedule of environmental differentials is set out as appendix A to this subpart and is incorporated in and made a part of this section.

[46 FR 21344, Apr. 10, 1981, as amended at 49 FR 49841, Dec. 24, 1984; 55 FR 46180, Nov. 1, 1990]

Appendix A to Subpart E of Part 532--Schedule of Environmental Differentials Paid for Exposure to Various Degrees of Hazards, Physical Hardships, and Working Conditions of an Unusual Nature

This appendix lists the environmental differentials authorized for exposure to various degrees of hazards, physical hardships, and working conditions of an unusual nature.

Part I. -- Payment for Actual Exposure --

Differential Rate	Category for which payable	Effective date (percent)
100	<ol style="list-style-type: none"> 1. Flying. Participating in flights under one or more types of the following conditions. <ol style="list-style-type: none"> a. Test flights of a new or repaired plane or modified plane when the repair or modification may affect the flight characteristics of the plane; b. Flights for test performance of plane under adverse conditions such as in low altitude or severe weather conditions, maximum load limits, or overload c. Test missions for the collection of measurement data where two or more aircraft are involved and flight procedures require formation flying and/or rendezvous at various altitudes and aspect angles; d. Flights deliberately undertaken in extreme weather conditions such as flying into a hurricane to secure weather data; e. Flights to deliver aircraft which have been prepared for one-time flight without being test flown prior to delivery flight; f. Flights for pilot proficiency training in aircraft new to the pilot under simulated emergency conditions which parallel conditions encountered in performing flight tests; g. Low-level flights in small aircraft including helicopters at altitude of 150 meters (500 feet) and under in daylight and 300 meters (1,000 feet) and under at night when the flights are over mountainous terrain, or in fixed-wing aircraft involving maneuvering at the heights and times a specified above, or in helicopters maneuvering and hovering over water at altitudes of less than 150 meters (500 feet); h. Low-level flights in an aircraft flying at altitudes of 60 meters (200 feet) and under while conducting wildlife surveys and law enforcement activities, animal depredation 	Nov.1,1970.

abatement and making agricultural applications, and conducting or facilitating search and rescue operations; flights in helicopters at low levels involving line inspection, maintenance, erection, or salvage operations;

- i. Flights involving launch or recovery aboard an aircraft carrier;
- j. Reduced gravity light testing in an aircraft flying a parabolic flight path and providing a testing environment ranging from weightlessness up through 20 meters per second (2 gravity) conditions;

25 2. High work Nov. 1, 1970.

- a. Working on any structure of at least 30 meters (100 feet) above the ground, deck, floor or roof, or from the bottom of a tank or pit;
Working at a lesser height:
 - (1) If the footing is unsure or the structure is unstable; or
 - (2) If safe scaffolding, enclosed ladders or other similar protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, a similar support); or
 - (3) If adverse conditions such as darkness, steady rain, high wind, icing, lightning or similar environmental factors render working at such height(s) hazardous.

15 3. Floating targets. Nov. 1, 1970.

 Servicing equipment on board a target ship or barge in which the Employee is required to board or leave the target vessel by small boat or helicopter.

4 4. Dirty work. Performing work which subjects the Employee soil of body or clothing to: Nov. 1, 1970.

- a. Beyond that normally to be expected in performing the duties of the classification; and
- b. Where the condition is not adequately alleviated by the mechanical equipment or protective devices being used, or which are readily available, or when such devices are not

feasible for use due to health considerations (excessive temperature, asthmatic conditions, etc); or

- c. When the use of mechanical equipment, or protective devices, or protective clothing results in an unusual degree of discomfort.

4 5. Cold work. Nov. 1, 1970.

- a. Working in cold storage or other climate- controlled areas where the Employee is subjected to temperatures at or below freezing (0 degrees Celsius) (32 degrees Fahrenheit).

- b. Working in cold storage or other climate- Mar. 13, 1977. controlled areas where the Employee is subjected to temperatures at or below freezing (0 degrees Celsius) (32 degrees Fahrenheit) where such exposure is not practically eliminated by the mechanical equipment or protective devices being used.

4 6. Hot work. Nov. 1, 1970.

- a. Working in confined spaces wherein the Employee is subjected to temperatures in excess of 43 degrees Celsius (110 degrees Fahrenheit).

- b. Working in confined spaces wherein the Mar. 13, 1977. Employee is subjected to temperatures in excess of 43 degrees Celsius (110 degrees Fahrenheit) where such exposure is not practically eliminated by the mechanical equipment or protective devices being used.

4 7. Welding preheated metals. Welding various Nov.1,1970. metals of performing an integral part of the welding process when the Employee must work in confined spaces in which large sections of metal have been preheated to 66 degrees Celsius (150 degrees Fahrenheit) or more, and the discomfort is not alleviated by protective devices or other means, or discomforting protective equipment must be worn.

4 8. Micro-soldering or wire welding and Nov. 1, 1970.

assembly.

Working with binocular-type microscopes under conditions which severely restrict the movement of the Employee and impose a strain on the eyes, in the soldering or wire welding and assembly of miniature electronic components.

- 25 9. Exposure to hazardous weather or terrain. July 1, 1972.
Exposure to dangerous conditions of terrain temperature and/or wind velocity, while working or traveling when such exposure introduces risk of significant injury or death to Employees; such as the following:
Examples:
- Working on cliffs, narrow ledges, or steep mountainous slopes, with or without mechanical work equipment, where a loss of footing would result in serious injury or death.
 - Working in areas where there is a danger of rockfalls or avalanches.
 - Traveling in the secondary or unimproved roads to isolated mountaintop installations at night, or under adverse weather conditions (snow, rain, or fog) which limits visibility to less than 30 meters (100 feet), when there is danger of rock, mud, or snow slides
 - Traveling in the wintertime, either on foot or by vehicle, over secondary or unimproved roads or snow trails, in sparsely settled or isolated areas to isolated installations when there is danger of avalanches, or during ``whiteout" phenomenon which limits visibility to less than 3 meters (10 feet)
 - Working or traveling in sparsely settled or isolated areas with exposure to temperatures and/or wind velocity shown to be of considerable or very great danger on the windchill chart (Exhibit 1 of this appendix), and shelter (other than temporary (shelter) or assistance is not readily available

--Snowplowing or snow and ice removal on primary, secondary or other class of roads, when (a) there is danger of avalanche or (b) there is danger of missing the road and falling down steep mountainous slopes, because of lack of snow-stakes, ``whiteout" conditions, or sloping icepack covering the snow

- 25 10. Unshored work. Working in excavation areas July 1, 1972. before the installation of proper shoring or other securing barriers, or in catastrophe areas, where there is a possibility of cave-in, building collapse or falling debris when such exposures introduce risk of significant injury or death to Employees, such as the following:
Examples:
- Working adjacent to the walls of an unshored excavation at depths greater than 1.8 meters (6 feet) (except when the full depth of the excavation is in stable solid rock, hard slag, or hard shale, or the walls have been graded to the angle of repose; that is, where the danger of slides is practically eliminated), when work is performed at a distance from the wall which is less than the height of the wall
 - Working within or immediately adjacent to a building or structure which has been severely damaged by earthquake, fire, tornado or similar cause
 - Working underground in the construction and/or inspection of tunnels and shafts before the necessary lining of the passageway have been installed
 - Duty underground in abandoned mines where lining of tunnels or shafts is in a deteriorated condition
- 15 11. Ground work beneath hovering helicopter. July 1, 1972. Participating in operation to attach or detach external load to helicopter hovering just overhead.
- 15 12. Hazardous boarding or leaving of surface craft. July 1, 1972. Boarding or leaving vessels or transferring equipment to

or from a surface craft under adverse conditions of foul weather, ice, or night when sea state is high (0.9 meter (3 feet) and above), and deck conditions and/or wind velocity in relation to the size of the craft introduce unusual risks to Employees.

Examples:

- Boarding or leaving vessels at sea.
- Boarding or leaving, or transferring equipment between small boats or rafts and steep, rocky, or coral- surrounded shorelines
- Transferring equipment between a small boat and a rudimentary dock by improvised or temporary facility such as an unfastened plank leading from boat to dock
- Boarding or leaving, or transferring equipment from or to ice covered floats, rafts, or similar structures when there is danger of capsizing due to the added weight of the ice

- 8 13. Cargo handling during lightering operations. July 1, 1972. Off-lading of cargo and supplies from surface ships to Landing Craft-Medium (LCM) boats when swells or wave action are sufficiently severe as to cause sudden listing or pitching of the deck surface or shifting or falling of equipment, cargo, or supplies which could subject the Employee to falls, crushing, ejection into the water or injury by swinging cargo hooks.
- 15 14. Duty aboard surface craft. Duty aboard a July 30, 1972. surface craft when the deck conditions or sea state and wind velocity in relation to the size of the craft introduces the risk of significant injury or death to Employees, such as the following:
Participating as a member of a water search and rescue team in adverse weather conditions when winds are blowing at 56 km/h (35 m.p.h.) (classified as gale winds) or in water search and rescue operations at night
- Participating as a member of a weather projects team when

work is performed under adverse weather conditions, when winds are blowing at 56 km/h (35 m.p.h.), and/ or when seas are in excess of 4.3 meters (14 feet), or when working on outside decks when decks are slick and icy when swells are in excess of 0.9 meter (3 feet)

- When embarking, disembarking or traveling in small craft (boat) on Lake Pontchartrain when wind direction is from north northeast or northwest, and wind velocity is over 7.7 meters per second (15 knots); or when travel on Lake Pontchartrain is necessary in small craft, without radar equipment, due to emergency or unavoidable conditions and the trip is made in dense fog run procedures
- Participating in deep research vessel sea duty wherein the team member is engaged in handling equipment on or over the side of the vessel when the sea state is high (6.2-meter-per-second (12-knot) winds and 0.9 meter (3- foot) waves) and the work is done on relatively unprotected deck areas
- Transferring from a ship to another ship via a chair harness hanging from a highline between the ships when both vessels are under way
- Duty performed on floating platforms, camels, or rafts, using tools equipment or materials associated with ship repair or construction activities, where swells or wave action are sufficiently severe to cause sudden listing or pitching of the deck surface or dislodgement of equipment which could subject the Employee to falls, crushing, or ejection into the water

- 50 15. Work at extreme heights. Working at heights Oct. 22, 1972. 30 meters (100 feet) or more above the ground, deck, floor or roof, or from the bottom of a tank or pit on such open structures as towers, girders, smokestacks and similar structures:
- (1) If the footing is unsure or the structure is unstable; or
 - (2) If safe scaffolding, enclosed ladders or other similar

protective facilities are not adequate (for example, working from a swinging stage, boatswain chair, or a similar support); or

(3) If adverse conditions such as darkness, steady rain, high wind, icing, lightning, or similar environmental factors render working at such height(s) hazardous

- 6 16. Fibrous Glass Work. Working with or in Feb. 28, 1975.
close proximity to fibrous glass material which results in exposure of the skin, eyes or respiratory system to irritating fibrous glass particles or slivers where exposure is not practically eliminated by the mechanical equipment or protective devices being used.
- 50 17. High Voltage Electrical Energy. Working on Apr. 11, 1977.
Energized electrical lines rated at 4,160 volts or more which are suspended from utility poles or towers, when adverse weather conditions such as steady rain, high winds, icing, lightning, or similar environmental factors make the work unusually hazardous.
- 6 18. Welding, Cutting or Burning in Confined Jan. 18, 1978.
Spaces.
Welding, cutting, or burning within a confined space which necessitates working in a horizontal or nearly horizontal position, under conditions requiring egress of at least 4.3 meters (14 feet) over and through obstructions including:
(1) access openings and baffles having dimensions which greatly restrict movements, and
(2) irregular inner surfaces of the structure or structure components.

Part II.--Payment on Basis of Hours in Pay Status

Differential rate (percent)	Category for which payable	Effective date
50	1. Duty aboard submerged vessel. Duty aboard Nov. 1, 1970. a submarine or other vessel such as a deep-research vehicle while submerged..	
8	2. Explosives and incendiary material--high degree hazard. Working with or in close proximity to explosives and incendiary material which involves potential personal injury such as permanent or temporary, partial or complete loss of sight or hearing, partial or complete loss of any or all extremities; other partial or total disabilities of equal severity; and/or loss of life resulting from work situations wherein protective devices and/or safety measures either do not exist or have been developed but have not practically eliminated the potential for such personal injury. Normally, such work situations would result in extensive property damage requiring complete replacement of equipment and rebuilding of the damaged area; and could result in personal injury to adjacent Employees. Examples; --Working with, or in close proximity to operations involved in research, in testing, manufacturing, inspection, renovation, maintenance and disposal, such as: --Screening, blending, drying, mixing, and pressing of sensitive explosives and pyrotechnic compositions such as lead azide, black powder and photoflash powder --Manufacture and distribution of raw nitroglycerine --Nitration, neutralization, crystallization, purification, screening and drying of high explosives --Manufacture of propellants, high explosives and incendiary	Nov. 1, 1970.

materials

- Melting, cast loading, pellet loading, drilling, and thread cleaning of high explosives
- Manufacture of primary or initiating explosives such as lead azide
- Manufacture of primer or detonator mix
- Loading and assembling high-energy output flare pellets
- All dry-house activities involving propellants or explosives
- Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive explosives and incendiary materials
- All operations involving fire fighting on an artillery range or at an ammunition manufacturing plant or storage area, including heavy duty equipment operators, truck drivers, etc.
- All operations involving regrading and cleaning of artillery ranges
- At-sea shock and vibration tests. Arming explosive charges and/or working with, or in close proximity to, explosive-armed charges in connection with at-sea shock and vibration tests of naval vessels, machinery, equipment and supplies
- Handling or engaging in destruction operations on an armed (or potentially armed) warhead

- 4 3. Explosives and incendiary material-- Nov. 1, 1970.
low degree hazard. Working with or in close proximity to explosives and incendiary material which involves potential injury such as laceration of hands, face, or arms of the Employee engaged in the operation and possible adjacent Employees; minor irritation of the skin; minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.
- a. Working with or in close proximity to explosives and incendiary material which involves potential injury such as laceration of hands, face, or arms of the Employee engaged in the operation and possible adjacent Employees; minor

irritation of the skin; minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used and wherein protective device and/or safety measures have not practically eliminated the potential for such injury

Examples:

- All operations involving loading, unloading, storage and hauling of explosive and incendiary ordnance material other than small arms ammunition. (Distribution of raw nitro-glycerin is covered under high degree hazard--see category 2 above.)
- Duties such as weighing, scooping, consolidating and crimping operations incident to the manufacture of stab, percussion, and low energy electric detonators (initiators) utilizing sensitive primary explosives compositions where initiation would be kept to a low order of propagation due to the limited amounts permitted to be present or handled during the operations
- Load, assembly and packing of primers, fuses, propellant charges, lead cups, boosters, and time-train rings
- Weighing, scooping, loading in bags and sewing of ignitor charges and propellant zone charges
- Loading, assembly, and packing of hand-held signals, smoke signals, and colored marker signals
- Proof-testing weapons with a known overload of powder or charges
- Arming/disarming or the installation/removal of any squib, explosive device, or component thereof, connected to or part of a solid propulsion system, including work situations involving removal, inspection, test and installation of aerospace vehicle egress and jettison systems and other cartridge actuated devices and rocket assisted systems or components thereof, when accidental or inadvertent operation of the system or a component might occur

4. Poisons (toxic chemicals)--high degree hazard. Nov. 1,1970. Working with or in close proximity to poisons (toxic chemicals), other than tear gas or similar irritants, which involves potential serious personal injury such as permanent or temporary, partial or complete loss of faculties and/or loss of life including exposure of an unusual degree to toxic chemicals, dust, or fumes of equal toxicity generated in work situations by processes required to perform work assignments wherein protective devices and/ or safety measures have been developed but have not practically eliminated the potential for such personal injury.

Examples:

- Handling and storing toxic chemical agents including monitoring of areas to detect presence of vapor or liquid chemical agents; examining of material for signs of leakage or deteriorated material; decontaminating equipment and work sites; work relating to disposal of deteriorated material (exposure to conjunctivitis, pulmonary edema, blood infection, impairment of the nervous system, possible death)
- Renovation, maintenance, and modification of toxic chemicals, guided missiles, and selected munitions
- Operating various types of chemical engineering equipment in a restricted area such as reactors, filters, stripping units, fractioning columns, blenders, mixers, pumps, and the like utilized in the development, manufacturing, and processing of toxic or experimental chemical warfare agents
- Demilitarizing and neutralizing toxic chemical munitions and chemical agents
- Handling or working with toxic chemicals in restricted areas during production operations
- Preparing analytical reagents, carrying out colorimetric and photometric techniques, injecting laboratory animals with compounds having toxic, incapacitating or other effects
- Recording analytical and biological tests results where

subject to above types of exposure

--Visually examining chemical agents to determine conditions or detect leaks in storage containers

--Transferring chemical agents between containers

--Salvaging and disposing of chemical agents

4

5. Poisons (toxic chemicals)--low egress hazard. Nov. 1, 1970.

a. Working with or in close proximity to poisons (toxic chemicals other than tear gas or similar irritating substances) in situations for which the nature of the work does not require the individual to be in as direct contact with, or exposure to, the more toxic agents as in the case with the work described under high hazard for this class of hazardous agents.

b. Working with or in close proximity to poisons (toxic chemicals other than tear gas or similar irritating substances) in situations for which the nature of the work does not require the individual to be in as direct contact with, or exposure to, the more toxic agents as in the case with the work described under high hazard for this class of hazardous agents and wherein protective devices and/or safety measures have not practically eliminated the potential for personal injury

Example:

--Handling for shipping, marking, labeling, hauling and storing

loaded containers of toxic chemical agents that have been monitored

8

6. Micro-organisms--high degree hazard. Nov. 1, 1970.

Working with or in close proximity to micro-organisms which involves potential personal injury such as death, or temporary, partial, or complete loss of faculties or ability to work due to acute, prolonged, or chronic disease. These are work situations wherein the use of safety devices and equipment, medical prophylactic procedures such as

vaccines and antiserums and other safety measures do not exist or have been developed but have not practically eliminated the potential for such personal injury.

Examples:

- Direct contact with primary containers of organisms pathogenic for man such as culture flasks, culture test tubes, hypodermic syringes and similar instruments, and biopsy and autopsy material. Operating or maintaining equipment in biological experimentation or production
- Cultivating virulent organisms on artificial media, including embryonated hen's eggs and tissue cultures where inoculation or harvesting of living organisms is involved for production of vaccines, toxides, etc., or for sources of material for research investigations such as antigenic analysis and chemical analysis

- 4
7. Micro-organisms--low degree hazard. Nov. 1, 1970.
- a. Working with or in close proximity to micro-organisms in situations for which the nature of the work does not require the individual to be in direct contact with primary containers of organisms pathogenic for man, such as culture flasks, culture test tubes, hypodermic syringes and similar instruments, and biopsy and autopsy material
 - b. Working with or in close proximity to micro-organisms in situations for which the nature of the work does not require the individual to be in direct contact with primary containers of organisms pathogenic for man, such as culture flasks, culture test tubes, hypodermic syringes and similar instruments, and biopsy and autopsy material and wherein the use of safety devices and equipment and other safety measures have not practically eliminated the potential for personal injury
- 8
8. Pressure chamber and centrifugal stress. July 1, 1972. Exposure in pressure chamber which subjects Employee to physical stresses or where there is potential danger to

participants by reason of equipment failure or reaction to the test conditions; or exposure which subjects an Employee to a high degree of centrifugal force which causes an unusual degree of discomfort

Examples:

- Participating as a subject in diving research tests which seek to establish limits for safe pressure profiles by working in a pressure chamber simulating diving or, as an observer to the test or as a technician assembling underwater mock-up components for the test, when the observer or technician is exposed to high pressure gas piping systems, gas cylinders, and pumping devices which are susceptible to explosive ruptures
- Participating in altitude chamber studies ranging from 5500 to 45,700 meters (18,000 to 150,000 feet) either as subject or as observer exposed to the same conditions as the subject
- Participating as subject in centrifuge studies involving elevated G forces above the level of 49 meters per second $\sqrt{2}$ (5 G's) whether or not at reduced atmospheric pressure
- Participating as a subject in a rotational flight simulator in studies involving continuous rotation in one axis through 360 at rotation rates greater than 15 rpm for periods exceeding three minutes

- 8
9. Work in fuel storage tanks. When July 1, 1972.
inspecting, cleaning or repairing fuel storage tanks where there is no ready access to an exit, under conditions requiring a breathing apparatus because all or part of the oxygen in the atmosphere has been displaced by toxic vapors or gas, and failure of the breathing apparatus would result in serious injury or death within the time required to leave the tank
 10. Firefighting. Participating or assisting in July 1, 1972.

firefighting operations on the immediate fire scene and in direct exposure to the hazards inherent in containing or extinguishing fires

25 High degree

--Fighting forest and range fires on the fireline

8 Low degree

--All other firefighting

- 8 11. Experimental landing/recovery equipment July 1, 1972.
Tests. Participating in tests of experimental or prototype landing and recovery equipment where personnel are required to serve as test subjects in spacecraft being dropped into the sea or laboratory tanks
- 8 12. Land impact or pad abort of space vehicle. July 1, 1972.
Actual participation in dearming and safing explosive ordnance, toxic propellant, and high-pressure vessels on vehicles that have land impacted or on vehicles on the launch pad that have reached a point in the countdown where no remote means are available for returning the vehicle to a safe condition
- 4 13. Mass explosives and/or incendiary material. July 1, 1972.
Working within a controlled danger area in, on, or around wharves, transfer areas, or temporary holding areas in a transshipment facility when explosives are in the process of being shifted to or from a conveyance. Such an area shall include land and sea areas within which it has been determined that personnel are subject to an unusual degree of exposure or liability to serious injury or death from potential explosive effect. A transshipment facility for this purpose is a port or sea terminal established for the marshalling or temporary assembly of explosives prior to shipment where amounts in excess of 113,400 kilograms (250,000 pounds) net explosive weight (NEW) are present on a regular or recurring basis
- 4 14. Duty aboard aircraft carrier. Duty aboard July 1, 1972.

an aircraft carrier when exposed to hazards connected with aircraft launch and recovery:

Examples:

- Participating in carrier suitability trials aboard aircraft carriers when work is performed on the flight deck during launch, recovery and refueling operations
- Operating or monitoring camera equipment Mar. 4, 1974. adjacent to flight deck in the area of maximum hazard during landing sequence while conducting photographic surveys aboard aircraft carriers during periods of heavy aircraft operations

8

15. Participating in missile liquid propulsion or solid propulsion situations. Participating in research and development, or preoperational test and evaluation situation involving missile liquid or solid propulsion systems where mechanical, or other equipment malfunction, or accidental combination of certain fuels and/or chemicals, or transient voltage and current buildup on or within the system when the system is in a “go” condition on the test stand, or sled, can result in explosion, fire, premature ignition or firing

Examples:

- Test stand or track tests, when adequate protective devices and/or safety measures either do not exist or have been developed but have not practically eliminated the potential for personal injury, under any of the following conditions:
 - a. Tanks are being pressurized above normal servicing pressure assembly, disassembly, or repair of contaminated plumbing containing inhibited red fuming nitric acid and unsymmetrical dimethylhydrazine or other hypergolic fuels is required
 - b. Fueling and defueling
- Hoisting hypergolic liquid fueled systems into, or out of, a test stand, where the working area is confined, and external plumbing is present resulting in a situation where the

- plumbing may be damaged causing a leak
- Tests on foreign missiles where technical data is questionable or not available
- Manned test firings of small, close support missiles for which safety performance data are not yet available
- Removal of a missile, propulsion system or component thereof from a test stand, fixture, or environmental chamber where there is reason to believe that the item may be unusually hazardous due to damage resulting from the test

- 8 16. Asbestos. Working in an area where airborne Nov. 24, 2003 concentrations of asbestos fibers may expose Employees to potential illness or injury. This differential will be determined by applying occupational safety and health standards consistent with the permissible exposure limit promulgated by the Secretary of Labor under the Occupational Safety and Health Act of 1970 as published in title 29, Code of Federal Regulations §§1910.1001 or 1926.1101. Regulatory changes in §§1910.1001 or 1926.1101 are hereby incorporated in and made a part of this category, effective on the first day of the first pay period beginning on or after the effective date of the changes.
- 8 17. Working at high altitudes. Performing work April 2, 1999 at a land-based work site more than 3900 meters (12,795 feet) in altitude, provided the Employee is required to commute to the work site on the same day from a substantially lower altitude under circumstances in which the rapid change in altitude may result in acclimation problems.

Appendix D
GRIEVANCE FORM

Union Control No.: _____

From (Grievant): _____ Date: _____
Position Title: _____ I.D. No.: _____
To (General Foreman): _____ Shop/Code: _____
Article(s) and Section(s) Grieved: _____ Step No. 1
Date of Incident or Knowledge of Incident: _____

Mandatory Informal Discussion

with First Line Supervisor/Foreman Date Presented: _____

Date of Decision: _____

Precise Nature of Grievance (i.e. specifics: names, dates, times, places):

Corrective Action Desired:

Employee's Signature

Steward's Signature:

Chief Steward's Signature:

Decision – Step No. 1:

Signature: _____ Title: _____

Date: _____

Is this grievance resolved? Yes ___ No ___

Grievant Signature: _____ Date: _____

Steward Signature: _____ Date: _____

To (Production Manager): _____ Date: _____ Step No. 2
Decision – Step No. 2:

Signature: _____ Title: Production Manager

Date: _____

Is this grievance resolved? Yes ___ No ___

Grievant Signature: _____ Date: _____

Steward Signature: _____ Date: _____

To (Industrial Manager): _____ Date: _____ Step No. 3
Decision – Step No. 3:

Signature: _____ Title: _____

Date: _____

Is this grievance resolved? Yes ___ No ___

Grievant Signature: _____ Date: _____

Steward Signature: _____ Date: _____

The parties hereby execute this agreement on this 22nd day of April,
2010.
