

NEGOTIATED AGREEMENT

between

UNITED STATES COAST GUARD

RESERVE TRAINING CENTER

YORKTOWN, VIRGINIA

AND

NATIONAL ASSOCIATION

OF

GOVERNMENT EMPLOYEES

LOCAL R 4-30

This agreement entered into by and between the U. S. Coast Guard Reserve Training Center and the National Association of Government Employees, local R 4-30 has been reviewed in accordance with 5 USC 7114 (c) for compliance with applicable laws and regulations of appropriate authorities.

Accordingly, this agreement is approved and becomes effective this 18th day of June 1980.

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PREAMBLE

In accordance with Title 7, Civil Service Reform Act, hereinafter referred to as the "Act" this Agreement is made by and between the United States Coast Guard Reserve Training Center, Yorktown, Virginia, hereinafter referred to as the "Employer" and the National Association of Government Employees, Local R 4-30, hereinafter referred to as the "Union." Collectively, they are referred to as the "Parties."

WITNESSETH

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows: Whereas it is the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well being of employees within the meaning of statute, to establish a basic understanding relative to personnel policy, practices, and procedures affecting conditions of employment within the jurisdiction of the Employer and to provide means for amicable discussion and adjustment of matters of mutual interest, and in fulfilling these responsibilities the parties do affirm that they will cooperate in all efforts to insure good relations among the Employer, the employee and the local community.

This Memorandum of Agreement is executed pursuant to the exclusive recognition granted Local R 4-30 of the National Association of Government Employees (hereafter referred to as the Union) by U.S. Coast Guard Reserve Training Center, Yorktown, Virginia (hereafter referred to as the Employer); whereas the efficient administration of the Government and the well being of employees require that orderly and constructive relations be maintained between the parties hereto; and whereas subject to law and the paramount requirements of the public service, employee-management relations should be improved by providing employees an opportunity for participation in the formulation and implementation of policies and procedures affecting the conditions of their employment.

Therefore, the parties agree hereto as follows:

ARTICLE I RECOGNITION AND UNIT DESIGNATION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the Unit, as defined in Section 2 below. Such recognition shall continue as long as the Union is representative of the employees under the criteria set forth in the Act and governing regulations.

Section 2. The Unit to which this Agreement is applicable is composed of all non-supervisory General Schedule (GS) and Coordinated Federal Wage Schedule (CFWS) employees assigned to the U.S. Coast Guard Reserve Training Center, Yorktown, Virginia. The Unit excludes Supervisory and Professional employees and Management Officials as defined in the Act; Employees engaged in Federal Personnel work except in a purely clerical capacity; and Temporary summer hires.

Section 3. The Union recognizes the responsibility of representing the interests of all such employees without discrimination and without regard to membership with respect to grievances, personnel policies, practices, procedures or other matters affecting their welfare and general working conditions.

ARTICLE II DEFINITIONS

(1) "supervisor" means an individual employed by an agency having authority in the interest of the agency to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment, except that, with respect to any unit which includes firefighters or nurses, the term "supervisor" includes only those individuals who devote a preponderance of their employment time to exercising such authority;

(2) "management official" means an individual employed by an agency in a position the duties and responsibilities of which require or authorize the individual to formulate, determine, or influence the policies of the agency;

(3) "collective bargaining" means the performance of the mutual obligation of the representative of an agency and the exclusive representative of employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good-faith effort to reach agreement with respect to the conditions of employment affecting such employees and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached, but the obligation referred to in this paragraph does not compel either party to agree to a proposal or to make a concession;

(4) "firefighter" means any employee engaged in the Performance of work directly connected with the control and extinguishment of fires or the maintenance and use of firefighting apparatus and equipment.

ARTICLE III PROVISION OF LAWS AND REGULATIONS

Section 1. It is agreed and understood by the employer and the Union that in the administration of all matters covered by this Agreement, officials and employees are governed by existing laws and regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the Agreement is approved.

ARTICLE IV DURATION OF AGREEMENT AND RENEGOTIATION

Section 1. This Agreement shall remain in full force and effect for three (3) years from the date approved by the Commandant and from year to year thereafter unless either party gives written notice to the other party, at least sixty (60) calendar days but not more than one hundred and five (105) calendar days before the initial expiration date or a subsequent anniversary date of its desire to terminate the Agreement or to renegotiate portions thereof. If either party gives notice as aforesaid to the other party then, within thirty (30) calendar days from receipt of said notice, representatives of the Employer and the Union will meet and consult as to further negotiations or other courses of action.

Section 2. The Agreement may be terminated at any time it is established that the Union is no longer entitled to exclusive recognition, under the Act.

Section 3. It is agreed that at any time, this Agreement may be reopened to modify, add or delete clauses and articles as may become necessary due to the change of laws and regulations or policies directive in nature to the Employer that may warrant changes. Before reopening, the party wishing to reopen will submit to the other party at least sixty (60) days prior to the desired reopening date, an agenda stating the reasons for reopening. In this event, the parties will meet for the sole purpose of incorporating new language that will meet the requirements of such higher authority and no changes other than those necessary to meet the new requirements shall be made or considered. Such amendments will be duly executed and will become effective upon approval by the Commandant.

Section 4. The Agreement may be opened at any time by mutual consent. Before reopening, the party wishing to reopen will submit to the other party at least sixty (60) days prior to desired reopening date, an agenda stating the reasons for reopening and the changes that are desired.

Section 5. When the renegotiation of this Agreement is pending or in the process, and the parties are unable to complete such renegotiation by the termination date of the Agreement as the result of negotiations pending third party proceedings involving a negotiability dispute, a negotiation impasse, or a question of representation involving employees in the Unit, this Agreement shall be continued until resolution of the dispute or issue.

ARTICLE V MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION

Section 1. It is agreed and understood that matters appropriate for consultation and negotiation between the parties are personnel policies and practices and matters affecting working conditions which are within the discretion of the Employer.

Section 2. It is agreed that upon request of either party, a meeting will be scheduled within a reasonable period of time between Union and Employer representatives for the

purpose of discussing specific problems. Although meetings will be scheduled to discuss specific problems, discussion of other matters of interest to the employees will not be precluded.

ARTICLE VI EMPLOYER RIGHTS

Section 1. Subject to Section (2) of this Article, the Employer retains the right

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

(b) In accordance with applicable laws

(1) to hire, assign, direct, lay off, and retain employees in the agency, 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 agency operations shall be conducted;

(3) with respect to filling positions, to make selections for appointments from-

(A) among properly ranked and certified candidates for promotion; or

(B) any other appropriate source; and

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

Section 2. Nothing in this Article shall preclude the agency and the labor organization from negotiating

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

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

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

ARTICLE VII EMPLOYEE RIGHTS

Section 1. Each employee shall have the right, freely and without fear of penalty or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including the presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. Both parties shall take the necessary action required to assure that employees in the Unit are appraised of their rights under this section; and that no interference, restraint, coercion, or discrimination is practiced by the Employer or the Union to encourage or discourage membership in a labor organization.

Section 2. Section 1 above does not authorize participation in the management of a labor organization or acting as a representative of such an organization by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee.

Section 3. Any employee, regardless of Union membership shall have the right to bring matters of personal concern to the attention of appropriate officials under applicable laws, rules, regulations, or established agency policies and to choose his own representative in a grievance or appellate action.

Section 4. Nothing in this Agreement shall require an employee to become or remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deduction.

Section 5. Both parties recognize that the applicable laws and regulations require employees in the Unit to conduct themselves in a manner reflecting favorably upon themselves, the Employer, and the Federal Service, to report for duty as assigned, in a punctual manner, to perform their work in an efficient manner and with a minimum of waste, to observe the requirements set forth in this Agreement and be subject to appropriate disciplinary action for noncompliance or nonobservance, to acknowledge the rights of the Employer at all times, and to place mission and work accomplishment paramount to personal needs and desires except in cases of serious emergencies.

Section 6. When the Employer conducts a nonformal, investigatory interview is entitled, upon the employee's request, to the presence of a Union representative, if the employee has reasonable grounds to believe that the interview may result in disciplinary action against him or her. The employee will be informed of his/her right to representation in a letter of proposed disciplinary/ adverse action.

ARTICLE VIII UNION RIGHTS AND OBLIGATIONS

Section 1. The Union shall accept employees of the Union as members without discrimination based on race, color, religion, creed, age, sex, national origin, political affiliation, marital status or physical handicap.

Section 2. The Union shall act for and negotiate agreements covering all employees in the Unit and shall be obligated to represent the interests of all such employees without discrimination and without regard to Union membership.

Section 3. The Union shall be obligated to represent Unit employees in the processing of grievances/appeals when designated in writing as representative.

Section 4. As a part of their orientation, new employees hired in a position included in the Unit will be advised of the bargaining Unit and will be given the name of the President.

Section 5. The Union will maintain with the Employer a current list of officers who are authorized to speak for the Union in an official capacity. Two copies of the list and any changes thereto, shall be supplied to the Employer. In the absence of the assigned representative the senior representative will serve as a substitute. In the absence of both the President or Vice-President, the Chief Steward will substitute as the representative.

ARTICLE IX EQUAL EMPLOYMENT OPPORTUNITY

Section 1. Any employee who has authority to take, direct others to take, recommend, or approve any personnel action, shall not, with respect to such authority discriminate for or against any employee or applicant for employment ----

A. on the basis of race, color, religion, sex, or national origin, as prohibited under section 717 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-16);

B. on the basis of age, as prohibited under sections 12 and 15 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. 631, 633a);

C. on the basis of sex, as prohibited under section 6(d) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206(d));

D. on the basis of handicapping condition, as prohibited under section 501 of the Rehabilitation Act of 1973 (29 U.S.C. 791); or

E. on the basis of marital status or political affiliation, as prohibited under any law, rule, or regulation.

Section 2. The Affirmative Action Plan prepared by the Civil Rights Officer of the Reserve Training Center will be publicized for information and guidance to supervisors and employees.

Section 3. When a vacancy occurs among E.E.O. Counselors the Union may submit names of Unit employees to be considered along with other eligibles by the Civil Rights Officer to fill the vacancy. Final decision on the designation of E.E.O. Counselors will be made by the Commanding Officer. Candidates selected shall meet the criteria established by applicable regulations and will be trained in accordance with appropriate guidelines.

Section 4. The Union may assist the employer through constructive suggestions and similar support in the area of affirmative action. The Union may meet with the Civil Rights Officer to discuss E.E.O. matters. Requests for these meetings will be to the Personnel Officer and should include the subject matter to be discussed including specific issues, where appropriate.

Section 5. Unit employees that feel they have been discriminated against have the right to discuss their complaint with an E.E.O. Counselor and may file a formal complaint in accordance with appropriate regulations. The employee may choose a personal representative from the Union or from other sources to represent them during this process. The Counselor may meet with the complainant in relative privacy when the Counselor determines this privacy is necessary.

ARTICLE X UNION REPRESENTATION

Section 1. The Employer shall recognize the elected officers and duly designated stewards of the Union. Union stewards shall be employees of the Unit. The Union will keep the Employer currently advised in writing of the names of its officers and stewards and the Designation of the areas they cover; this information shall be posted on appropriate bulletin boards. Normally the Union steward shall act only for the employees in the areas he covers. The Union will promptly notify the Employer of any proposed change of Union stewards.

Section 2. The number of stewards will be the number required to provide reasonable access to a steward by any employee of the Unit but will not exceed five (5).

Section 3. Union stewards and elected officers of the Unit shall be authorized reasonable working time during duty hours to perform official representational duties. Union stewards and elected officers shall conduct their business with dispatch.

Section 4. If a Union steward or elected officers of the unit use of regular working hours for consultation with employees of the Employer, interferes unduly with the proper performance of his official duties as an employee, the matter will be objectively discussed between the Employer and the Union in order to find a satisfactory solution.

Section 5. Authorized representatives of the NAGE will be allowed to visit the installation at reasonable times on appropriate Union business, subject to advance clearance with the Civilian Personnel Officer or his designee.

ARTICLE XI EMPLOYEE RECOGNITION

The Employer recognizes employees who sustain a level of performance significantly above reasonable expectations in accordance with applicable regulations and guidelines. These types of recognitions will include letters of appreciation, commendations, outstanding performance ratings, etc.

ARTICLE XII HOURS OF WORK

Section 1. The administrative workweek is established as the seven day calendar week beginning at 0000 Sunday and ending 2400 Saturday. The basic workweek will consist of five (5) consecutive eight-hour workdays, Monday thru Friday. With the exception of some irregular shifts, watch standards, and service watches, the basic workday shall include thirty (30) minutes for lunch; however, the lunch period shall not be included in the normal eight (8) hours the employee will work each day.

Section 2. The Employer shall have the right to continue all presently established work shifts. Tours of duty shall be scheduled one (1) week in advance. Shorter periods of notification may be made in cases of emergency.

Section 3. A reasonable time will be allowed before lunch and at the end of the workday for the purpose of personal hygiene. The amount of time and the nature of duties performed which require clean-up time shall be determined by the Employer.

Section 4. Employees shall be granted break periods in accordance with existing practices and policies.

Section 5. When management directs a 24 hours shift, it shall include actual work time and standby time which includes time to eat and sleep. Standby time is time when the employee is not required to perform actual work and is free to eat, sleep, read, listen to the radio, or engage in other similar pursuits. An employee is performing actual work,

rather than being in a standby status, when his full attention is devoted to his work, even though the nature of his work does not require constant activity. Actual work periods and work performed when called out during periods ordinarily spent in a standby status.

ARTICLE XIII OVERTIME

Section 1. Overtime work shall be paid for at the appropriate overtime rates in accordance with applicable regulations. Overtime rates shall include additional pay to which the employee is entitled. The Employer will determine the assignment of overtime.

Section 2. The Employer agrees that overtime work will be offered equitably among the employees who normally perform the same work during their usual work hours. In the case of watch standards every effort will be made to retain the scheduled watch rotation.

Section 3. When an employee remains on duty beyond his regular work shift or is called back to work outside of his regular work shift the employee will be granted a 20 minute rest period during each four hours of work.

Section 4. An employee who refuses overtime, for the purposes of this Agreement in determining the equal distribution of overtime, the overtime refused will be counted as overtime worked.

Section 5. The Employer will maintain records of all overtime worked in accordance with current directives. Upon request the Union may review overtime records as authorized by applicable laws and regulations to the extent necessary to investigate alleged inequities in distribution of overtime.

Section 6. Employees called in to work outside of their regular work hours will be entitled to a minimum of 2 hours overtime. Such employees shall be promptly excused upon completion of the job requiring the call.

Section 7. No overtime pay will be authorized during a regular tour of duty except that authorized by law, rule, or regulation.

ARTICLE XIV ANNUAL LEAVE

Section 1. The employee shall earn and be granted annual leave in accordance with applicable regulations.

Section 2. The Employer agrees to continue to grant annual leave to employees for the purpose of rest, relaxation, recreation or for other justifiable reasons consistent with workload requirements. Approval of request for annual leave for unforeseen emergency reasons will be considered as the circumstances warrant.

Section 3. It is agreed that the Employer will, consistent with mission requirements, encourage and assist employees to schedule annual leave to prevent any employee from forfeiting annual leave because of the limitation of leave accumulation.

Section 4. It is agreed that no employee shall be called back from leave unless an emergency as designated by the Employer arises and the Employer determines that no other qualified employee of the organizational element is available to perform the required duties.

Section 5. An employee unable to report for duty because of a personal emergency must request annual leave by notifying the Employer as soon as possible but not later than two (2) hours after the start of his regularly scheduled work shift. The Employer will grant exceptions to this policy in unusual circumstances.

ARTICLE XV SICK LEAVE

Section 1. The Union joins the Employer in recognizing the insurance value of sick leave and will encourage employees to conserve such leave so that it will be available to their in case of extended illness or injury.

Section 2. Employees suspected of excessive sick leave usage may be required to submit a medical certificate in substantiation of each absence due to claimed illness, regardless of duration. This requirement will not be invoked without first advising the employee of his questionable sick leave record and giving him an opportunity to explain the circumstances. If there is no improvement, the employee will be advised in writing that

all future requests for sick leave must be supported by a medical certificate. This requirement will be periodically reviewed with the employee, at least once in each six (6) month period. If the Employer determines that the employee's sick leave record has improved, a medical certificate will no longer be required, and the employee will be so notified in writing.

Section 3. An employee is responsible for notifying his supervisor or his designated representative either personally or by phone, as soon as possible, but not later than the first two (2) hours of the regular workday, unless management establishes that it was beyond the employee's control, that such employee is not able to report for work because of illness or injury.

Section 4. Career or career-conditional employees who are incapacitated for duty because of serious illness or disability may be advanced unearned sick leave not to exceed thirty (30) days provided the employee has established a reasonable intent to return to work.

Section 5. In the event a person is incapacitated while on official travel, the Employer will accept a collect call as notification of employee's inability to perform assigned duties.

Section 6. The Employer agrees that when an employee is given a light duty slip by a personal physician, light duty will be assigned to the employee for a reasonable period of time if such is available. However, if no light duty is available in the employee's functional area, the supervisor will attempt to find light duty work.

Section 7. When an absence due to illness extends from one workweek to another, the employees will notify their supervisor on the first workday of each week until their return to duty. The employees shall also give their supervisors an estimated date of return.

ARTICLE XVI EXCUSED ABSENCES

Section 1. Unit employees, at the discretion of the Employer, will be excused from duty to donate blood. If a Unit employee is accepted as a donor and in fact donates blood, he normally will be excused from work for four (4) hours or the remainder of the shift, whichever is less. Such time will be counted from the time he left his place of work.

Section 2. Unit employees called to emergency duty in the National Guard, Civil Defense, Civil Air Patrol or other recognized organizations will be excused for such duty in accordance with applicable regulations.

Section 3. An employee may, at the discretion of the Employer, be excused to attend the funeral of an immediate relative as defined in appropriate regulations, who dies as a result of wounds, disease, or injury while serving as a member of the Armed Forces in a Combat Zone. The excused absence will not exceed three (3) workdays and will be for the purpose of making funeral arrangements or attending the funeral or memorial service.

Section 4. granting of excused absence for the purpose of voting or registering to vote or for the purpose of taking physical examinations to determine eligibility for induction into the Armed Forces will be granted in accordance with applicable regulations.

ARTICLE XVII COURT LEAVE

Section 1. Court leave shall be granted in keeping with appropriate regulations of higher authority to an employee who is subpoenaed to act as a witness before a court on behalf of the United States Government or who is summoned to perform jury duty in any court of law. When an employee is called as such a witness, or juror, he shall immediately notify his supervisor and submit a copy of the subpoena or summons. Upon completion of service, the employee shall submit written evidence of the times he served as a witness or juror.

Section 2. When an employee is excused as a juror or witness for any day or substantial portion of a day, and the place where the jury or witness is being performed is within reasonable proximity to the Employer's premises, the employee shall be required to return to duty or be charged annual leave or leave without pay for the period of his working day not spent as a juror or witness; a reasonable time for travel back to the

Employer's premises shall be permitted without charge to leave.

ARTICLE XVIII LEAVE WITHOUT PAY

Section 1. When the Employer determines a leave without pay request is justified, and when work-load requirements and laws and regulations of higher authority permit, the leave will be granted.

Section 2. A Unit employee who requests leave of absence without pay to fulfill a paid position with the Union will be granted such leave of absence without pay, not to exceed one year for each application, if consistent with regulations and the Employer determines that mission requirements permit approval.

Section 3. Employees on leave without pay will be entitled to all appropriate rights and privileges, including bumping and retreat rights in reduction-in-force situations, retirement benefits and coverage, group life insurance and federal employees' health benefits coverage, in keeping with appropriate regulations of higher authority.

ARTICLE XIX HOLIDAYS

Section 1. Eligible employees shall be entitled to all holidays now prescribed by law and any that may be later added by law and all holidays that may be designated by Executive Order.

Section 2. Employees in a pay status shall receive the amount of pay equal to the number of hours they would have normally worked at their regular hourly rate on all days defined as holidays that they are not required to work.

Section 3. Employees assigned to regularly scheduled night work are entitled to night differential pay as prescribed by existing and current law and regulations on all days assigned as holidays on which not required to work.

Section 4. All employees who work on a holiday during their regular shift shall receive holiday pay computed in accordance with applicable laws and regulations.

Section 5. The Employer will make a reasonable effort to grant annual leave to employees, upon request, for any religious holiday associated with the religious faith of the employee.

Section 6. Where mission essential personnel are involved, leave shall be granted on holidays on a rotational basis in an effort to assure that each employee will have an equal opportunity to have the holiday off. Before leave is granted to a supervisor on a holiday, management will seriously consider the impact the supervisor's leave will have on the Unit employees.

ARTICLE XX ADVERSE WEATHER

Section 1. When the Employer decides during duty hours to release personnel on administrative leave, employees will be notified as promptly as possible through their respective supervisor.

Section 2. When the Employer decides during nonduty hours to operate on a reduced basis or close the installation due to adverse weather conditions, the Employer's Information Officer will be directed to disseminate the information to local radio and TV stations as soon as possible after the decision is made.

Section 3. When the Employer decides that activities just be curtailed due to inclement weather, employees considered essential, as determined by the Employer, will be required to report or remain on duty. All other employees shall be administratively excused without large to leave or loss of pay. All other absences will be appropriately charged depending on the circumstances involved.

Section 4. If the Employer determines, based on reasonable and sound judgment, that it is impossible for mission essential employees to report for duty, they will be excused in accordance with this article.

Section 5. Within the requirements of the regulations, firing periods of excessive

heat and humidity, the employer will redirect work assignments and may grant accusals. Section 6. The Employer will inform the Union resident of curtailment of operations due to adverse conditions.

ARTICLE XXI ENVIRONMENTAL DIFFERENTIAL PAY

Section 1. It will be the policy of the Employer to eliminate or reduce, whenever possible, all hazards, physical hardships, and working conditions of an unusually severe nature. In those cases where corrective action does not practically eliminate the unusual severity of the hazards, physical hardships, and working conditions, the Employer will ensure that employees exposed to these conditions are properly compensated in keeping with appropriate regulations of higher authority.

ARTICLE XXII TEMPORARY DUTY TRAVEL

Section 1. The Employer has the right to require employees to travel on temporary duty under the conditions prescribed in applicable laws and regulations.

Section 2. Issuance of travel orders, advance of travel pay and payment of per diem and travel allowances shall be in accordance with applicable laws and regulations.

ARTICLE XXIII REDUCTION-IN-FORCE

Section 1. As soon as practicable, the Employer agrees that prior to the issuance of official notice to employees involved in a reduction-in-force action, Local R 4-30 shall be notified of the number of employees and competitive levels to be affected, the date action is to be taken, and the reasons for the reduction-in-force.

Section 2. In the event of a reduction-in-force, existing vacancies will be utilized, subject to the Employer's needs and requirements, to the maximum extent practical to place qualified employees who would otherwise be separated.

Section 3. Any Career or Career-Conditional employee who is separated by reduction-in-force and has not refused placement in a comparable position shall be placed on a Reemployment Priority List and considered for future vacancies in accordance with applicable laws and regulations.

Section 4. Acceptance of a temporary position by an employee on the Reemployment Priority List will not affect his status on the list nor his eligibility for reemployment in a permanent position.

Section 5. In the event a RIF is implemented, the employee affected and a designated Union representative, if requested, shall be given the opportunity to review that portion of the retention register relative to the affected employee. The register shall be provided in accordance with controlling regulations.

ARTICLE XXIV JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. Employees will be furnished a copy of their job descriptions initially and as changes are made. The Employer will assure that all job descriptions are reviewed and are updated to reflect all changes in major duty assignments. Job description reviews will be completed as expeditiously as possible.

Section 2. When an employee believes that his job description and/or classification does not adequately or accurately describe his continuing duties and responsibilities, he may discuss the matter with his supervisor. If the employee is not satisfied he may discuss the matter with the Civilian Personnel Officer. If found warranted a new amended job description will be prepared to ensure that it accurately reflects the major duties of the employee.

Section 3. If the employee remains dissatisfied with the accuracy of his position description the employee may file a complaint in accordance with the article entitled "Grievance Procedure." The Position Classification Specialist will fully discuss the matter with the employee after receiving a written complaint. This section in no way alters management's right to assign work as defined in the Employer Rights article of this contract.

Section 4. The phrase "performs other duties as assigned" will not be abused and consideration of qualifications will be a requirement prior to assignment.

ARTICLE XXV DETAILS AND TEMPORARY PROMOTIONS

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specific period, with the employee returning to his regular duties at the end of the detail. Details of employees will be kept within the time limits set forth in this agreement, applicable regulations, and Office of Personnel Management guidance.

Section 2. Supervisors are responsible for selecting employees for detail on an impartial basis; for informing employees of details, reasons, duties and estimated duration; and for establishing proper controls to ensure that details are recorded and terminated on time and that necessary extensions are requested sufficiently in advance for Coast Guard or OPM approval.

Section 3. Details to a higher grade position or a position with known promotion potential will not be given repeatedly to one employee to the exclusion of other eligible employees in the Unit if such employees are available for detail. Details will be documented on the Employee Record Card.

Section 4. Noncompetitive details will normally be made from employees within the immediate Organizational element concerned.

Section 5. Details in excess of 30 days within a twelve month period will be recorded in the employee's Personnel Folder in accordance with governing regulations.

Section 6. An employee shall not be detailed to an established position of a higher grade for a period in excess of 60 consecutive calendar days. All such assignments in excess of this period shall be made by temporary promotion. The temporary promotion shall be effective immediately after the close of business on the 10th consecutive calendar day of the assignment. Details shall not be used to circumvent temporary promotions.

Section 7. Where use of a detail is not the most appropriate method, a temporary promotion will be used to meet a specific need which will last for a limited period of 60 days or more. If a temporary promotion of more than 120 days is made to a higher grade position, or a position with known promotion potential, it must be made under competitive promotion procedures.

ARTICLE XXVI PROMOTIONS

Section 1. Promotion of employees will be made on the basis of merit. Normally, the order of consideration for vacancies will be as follows: repromotion eligibles; merit promotion announcement or lateral reassignment; any other appropriate source. When the vacancy is announced, all applicants shall be rated in accordance with the basis of rating stated in the vacancy announcement. Employees must make application in order to receive consideration.

Section 2. Employees are urged to periodically review and update their Official Personnel File to ensure that all pertinent material that may have a bearing on promotional opportunities is included in their file.

Section 3. The Employer agrees to distribute copies of all post station promotion announcements on all official bulletin boards in areas within the command employing civilians. The announcements will remain posted at least seven (7) calendar days before the closing date. Each employee will establish means through his fellow employees or supervisors for obtaining vacancy announcement information and applying for consideration while absent from his normal duty station.

Section 4. Employees will not be required to use leave the purpose of participating in tests at USCG Reserve Training Center, Yorktown, VA, when such tests are (urged under the Employer's merit promotion program.

Section 5. The Employer agrees that candidates will be evaluated in terms of the skills, knowledges, abilities, and potential required for success in the job to be filled in accordance with the vacancy announcement. Sources of information about the degree of candidate's possession of required skills, knowledges and abilities may include, among other factors, relevant experience, training, awards, education, appraisals, and

self-development.

Rating criteria shall not be tailored to fit a certain employee or applicant. Eligible applicants will be considered for vacancies for the period specified in the announcement unless sooner superseded.

Section 6. Selection rosters will contain from one (1) to five (5) highly qualified candidates, if available, referred to one (1) selecting official to fill a specific vacancy in all situations requiring competitive consideration. Highly qualified candidates will be listed alphabetically. The selection roster may contain one (1) additional name for each additional vacancy. Up to a maximum of ten (10) names may be referred for one (1) vacancy, but only in cases where a meaningful distinction cannot be made among a smaller number. The minimum area of consideration may be expanded with three (3) highly qualified applicants are not available.

Section 7. The Employer agrees that selections for vacancies will normally be made within fifteen (15) calendar days after receipt of Selection Referral List. All applicants for job vacancies within the Unit will be notified as to whether they were highly qualified, qualified, or ineligible. Upon request of the employee, any unsuccessful candidates who were in the highly qualified group will be informed of the name of the selected candidate and the reason(s) for non-selection. If requested, reasons for non-selection will be furnished in writing within 15 calendar days after receipt of the request.

Section 8. An employee who is dissatisfied with the rating and ranking consideration received may have Non representation, and he retains the right to file a grievance.

Section 9. Upon request to their immediate supervisor, employees will be informed how they may avail themselves of opportunities for self-improvement which might enhance their prospects for future promotion.

Section 10. The Employer's Civilian Personnel Department's staff shall respond to an employee's question or complaint about the Promotion Program or its specific promotion action and provide the employee with any appropriate information or explanation.

ARTICLE XXVII PERFORMANCE APPRAISAL

Section 1. Normally the immediate supervisor will discuss with the employee his/her performance appraisal. If the immediate supervisor is not available, the responsible supervisor may accomplish this task.

Section 2. An employee's initials or signature on the performance appraisal does not indicate the employee's agreement with the appraisal.

Section 3. An employee may appeal/grieve his/her appraisal in accordance with the article entitled Grievance Procedure."

ARTICLE XXVIII SUGGESTION PROGRAM

Section 1. The Employer and the Union encourage all employees in the Unit to participate in the Incentive Awards and Cost Reduction Program. It is the desire of the Employer and the Union that all beneficial suggestions and cost reduction ideas be processed in a timely and expeditious manner. In this regard, it is agreed that every reasonable effort will be made to process beneficial suggestions and cost reduction ideas in an expeditious manner.

Section 2. Employees are encouraged to discuss prospective suggestions with their immediate supervisor (after they have been written and before they have been submitted to the Civilian Personnel Office) who will aid them in ensuring that the suggestion is sufficiently described for evaluation.

Section 3. The Employer will provide an employee whose suggestion is not adopted or awarded written reasons for the decision.

Section 4. The Union will be granted one member on the Suggestion Awards Committee when the Committee is discussing suggestions submitted by Unit employees.

ARTICLE XXIX BULLETIN BOARDS AND PUBLICITY

Section 1. The Union shall be allowed a designated 18"x22" space on four (4) existing government bulletin boards to post Union literature. These bulletin boards are located within the Roads and Grounds Building, Garage (Bldg. 62), the Fire Station, and within the Power Plant. Material will be printed and posted by the Union.

Section 2. The Union shall be allowed to publish notices of meetings of NAGE Local R4-30 in the Plan of the Day. Such notices must be submitted in conformance with the Employer's regulations concerning material for Publication.

Section 3. The Employer agrees to place the telephone numbers of the Union President, Vice President, and Stewards listed as a separate section in the Center telephone directory under the title of "Union Representatives."

ARTICLE XXX SAFETY

Section 1. The Employer will make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner.

Section 2. In the course of performing their regularly assigned work, employees should be alert to observe unsafe practices, equipment, and conditions. If an unsafe condition is observed, employees should report it to the appropriate supervisor. If the safety question is not settled, the matter should be referred to the next higher level supervisor.

Section 3. Employees are encouraged to report all accidents immediately, as required by existing regulations. Time spent at the U.S. Coast Guard Reserve Training Center Dispensary by employees (except those employees on Workers' Compensation who will be on Leave Without Pay) for on-the-job injuries received during working hours shall not be charged to leave.

Section 4. The Employer will provide protective clothing and safety equipment necessary for Unit employees to safely and properly accomplish an employee's duties consistent with established USCG ZTC policy.

Section 5. The Employer will require all supervisors to comply with current regulations and instructions concerning reporting of accidents and providing medical services to employees. The Employer will assist the employees in applying for reimbursement from the Office of Workers' Compensation Program for all allowable expenses due to an on-the-job injury.

Section 6. The Union will appoint half the representatives of the RTC Safety Board. These appointees will be Unit employees.

ARTICLE XXXI TRAINING

Section 1. The Employer agrees to continue its training program for Unit personnel consistent with the needs of the activity.

Section 2. The Employer agrees to give consideration to the Union views and recommendations in preparation of the policies and programs related to training.

Section 3. The Employer agrees to conduct its training program in compliance with regulations set forth by U.S. Coast Guard, Department of Transportation, and Office of Personnel Management.

Section 4. The Employer will provide employees on-the-job training to assist the employee in reaching expected performance standards of his/her position.

Section 5. Employees may obtain information as to training opportunities from the USCG RTC Training Officer and Personnel Office.

Section 6. The Employer agrees to make training available on an equitable basis to employees in the same job classification.

ARTICLE XXXII UNION TRAINING

Section 1. An employee of the Unit who is an official or steward of the Union may be excused without charge to leave by the Employer in conjunction with attendance at a training session sponsored by the Union, provided that the subject matter of such training

is of mutual concert to the Government and the employee in his capacity as Union representative and the Government's interest will be served by the employees attendance. Administrative excusal for this purpose shall not exceed sixteen hours within a twelve-month period. The Union shall submit requests for administrative excusal no later than ten working days before the date that such excusal is required to begin. Requests, which shall be submitted to the designated Employer representatives, will include the following: the name of the employees to be excused, the proposed period of excusal, the time and place the training is to take place, the subject matter of the training and the benefits to be derived by the Employer from the training. The Employer will notify the Union of its decision within five working days after the date the conforming request is submitted. Employees attending training sessions in an excused absence status shall supply the Employer with proof of attendance five working days after return to duty. Consideration will be given a late request when feasible.

ARTICLE XXXIII PAYROLL WITHHOLDING OF UNION DUES

Section 1. The Employer agrees to permit employees who are members of the Unit to pay dues to the labor organizations through authorization of voluntary allotments from their compensation provided that the employee who so requests:

- A. Is a member in good standing in the labor organization;
- B. Voluntarily completes SF-1187, Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues; and
- C. Receives compensation sufficient to cover the total amount of the allotment.

Section 2. The labor organization agrees to assume the responsibilities for

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

B. Purchasing and distributing to its members SF-1187;

C. Notifying the Civilian Personnel Office, in writing, of:

(1) The names and titles of officials authorized to take the necessary certification of SF-1187 in accordance with this article.

(2) The name, title, and the address of the allottee to whom remittances should be sent, including how the check should be made out, as follows:

COMPTROLLER
Fiscal Office
N.A.G.E.
285 Dorchester Ave.
Boston, MA 02127

(3) Any change in the amount of membership dues (see section 3D); and

(4) The name of any employee who has been expelled or ceases to be a member in good standing in the labor organization within ten (10) days of the date of such final determination.

D. Forwarding properly executed and certified SF-1187 (in duplicate) to the Civilian Personnel Office on a timely basis;

E. Promptly forwarding an employees revocation (memorandum or SF-1188, Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues) to the Civilian Personnel Office when such revocation is submitted to the labor organization.

Section 3. The Employer agrees it is responsible for:

- A. Permitting and processing voluntary allotment of dues in accordance with this article;
- B. Withholding dues on a biweekly basis;

C. Notifying the employee and the labor organization when an employee is not eligible for

an allotment because he is not included in the Unit to which his Agreement is applicable;

D. Withholding new amounts of dues upon certification from the authorized labor organization official so long as the amount has not been changed during the past six (6) months;

E. Transmitting checks to the allottee designated by the labor organization, together with a listing of employees for whom deductions were made and a copy of all revocation notices received in the payroll office.

Section 4. An employee may voluntarily submit a standard form 1188 or other written request to terminate an existing dues allotment. The request to terminate an existing dues allotment will be submitted to the Civilian Personnel Officer to be forwarded to the Finance Center. An employee may terminate their voluntary dues with-, holding one year after joining, and thereafter the termination request will be submitted between 1 February and 1 March for normal processing after 1 March.

ARTICLE XXXIV EMPLOYEE SERVICES

Section 1. The Employer agrees to maintain adequate lighting and cleanliness in work areas, rest rooms, and toilet facilities. Towels and adequate soap(s) shall be available to the employees at all times.

Section 2. The Employer agrees that items of common interest can be submitted for the Plan of the Day. The items are subject to approval prior to publication and will be routed via the Civilian Personnel Office.

Section 3. The Employer agrees that, at the time of indoctrination, eligible employees shall be advised of the Union's exclusive recognition.

Section 4. Employer agrees to provide access to existing Exchange food service for all employees of the U.S. Coast Guard Reserve Training Center and will give due consideration to all recommendations by the Union, related to this service.

Section 5. At the request of the Local and subject to availability, safety, and security regulations, space may be made available for meetings of the Local R 4-30 outside of normal working hours. Such space will be maintained without damage and restored to good order by the Local after use.

Section 6. The Employer shall provide transportation to transport equipment and materials to and from job sites when other means of transport would be impractical and/or inappropriate.

ARTICLE XXXV CONTRACTUAL WORK

Section 1. The Union will be notified of studies of contracting out of work functions when it is determined by the Employer that the results of the study may have an adverse impact on Unit employees.

Section 2. The Employer agrees to carefully consider the views and recommendations of the Union regarding the contracting out of Unit work functions which may have an adverse impact on Unit employees.

Section 3. If a study is made pursuant to direction or by regulation for transmittal to higher Headquarters on contracting out work functions which would adversely affect Unit employees, the views and recommendations of the Union will be considered and made an enclosure thereto.

Section 4. The Union will be advised at the earliest possible date of the management decision to contract out work that would adversely affect Unit personnel.

ARTICLE XXXVI TECHNOLOGICAL DEVELOPMENTS

Section 1. The Employer and the Union recognize that technological developments frequently add to the efficiency and productivity of the installation and require the cooperation of Employer and Union in the development of new skills and the orderly introduction of new equipment and new processes. Consistent with staffing requirements, it shall be the responsibility of the Employer to determine the extent and types of additional training that may be required due to technological changes, to assure the continuing proficiency of employees in their assigned positions, to determine the number

and types of employees to be trained and to provide the means and facilities to furnish such training.

ARTICLE XXXVII WAGE SURVEYS

Section 1. The Employer will inform the Union upon receipt of notification that the start of an official full-scale wage survey for the area has been directed.

Section 2. A reasonable amount of time without charge to leave or loss of pay will be allowed a Unit employee to make a presentation at a hearing before the Local Wage Survey Committee.

ARTICLE XXXVIII EMPLOYEES' ASSISTANCE PROGRAM

Section 1. Union and Employer shall have as a goal early identification and motivation in rehabilitation of possible cases of alcoholism, drug abuse, or other problems which affect job performance. Both parties agree to cooperate in aiding the employee whose work performance indicates a problem by referring the employee to the Personal Assistance Officer for professional screening and diagnosis. Motivation is achieved through the employees clear understanding that unless his problem is identified and corrected, he is subject to the existing disciplinary procedures for unsatisfactory job conduct and to adverse action for unsatisfactory job performance.

Section 2. Employees seeking help may schedule an appointment by calling the Personal Assistance Officer. Union or supervisory personnel may schedule an appointment for an employee in the same manner. In such cases, it is often helpful in furthering an employee's motivation for rehabilitation if the individual scheduling the appointment accompanies the employee and participates in the initial session.

Section 3. Supervisors have the right and responsibility to discuss job performance and/or conduct with an employee in a counseling session or corrective interview. In the context of this article, the focus of corrective interviews or employee-supervisory counseling sessions is on issues of job performance or conduct rather than diagnosis or judgments of alcoholism or other drug abuse.

Section 4. When it appears that referral to the Personal Assistance Officer is appropriate, the Union and/or the supervisor will fully support and assist in encouraging the employee to respond positively to referral. This support and assistance may include joint discussions between supervisor, employee and representative.

Section 5. An employee with an alcohol or drug abuse problem affecting job performance shall be offered the opportunity to participate in an appropriate active rehabilitation program.

Section 6. Disciplinary and/or adverse personnel actions for poor job performance/conduct related to problem drinking or other drug abuse will be held in abeyance during the rehabilitation program for those employees who are making satisfactory progress in an approved program and who continue to improve job performance/conduct. Normal disciplinary/adverse actions may be instituted where improvement in job performance/conduct does not occur.

Section 7. Employees will be authorized leave as appropriate in accordance with existing rules and regulations, to obtain treatment and rehabilitation.

Section 8. All discussions, counseling sessions, and records of the Personal Assistance Program, the Alcohol Drug Abuse Prevention Control Program, or any other program to which an employee may be referred by the Personal Assistance Officer are completely confidential. Information will be disclosed in accordance with existing regulations.

Section 9. The employee's job security or promotional opportunities will not be jeopardized solely by his request for assistance.

ARTICLE XXXIX INDEBTEDNESS

Section 1. With the exception of debt to the Federal government a Unit employee will not be required to pay an alleged debt except when the debt is one acknowledged by the employee or reduced to judgment by a court.

Section 2. An employee who has been determined to owe a debt to the Federal government will be advised in writing of the debt and of the nature of the obligation and his/her appeal rights.

ARTICLE XL GRIEVANCE PROCEDURES

Section 1. Grievance means any complaint:

A. by any Unit employee concerning any matter relating to the employment of the employee;

B. by the Union concerning any matter relating to employment of Unit employees;

C. by any Unit employee, the Union or the Employer concerning

(1) the effect or interpretation, or a claim of breach of this Agreement; or

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

Section 2. Unit employees covered by this Agreement may present a grievance which may be adjusted with or without Union representation at the grievant's discretion. However, the Union shall have the right to have its representative present at the adjustment. This right to individual presentation does not include the right to take the matter to arbitration, unless the Union agrees to do so. The expeditious settlement of grievances at the lowest possible level is in the best interests of the government service. This procedure is designed to provide an ethical, orderly, and equitable means for resolving complaints and grievances.

Section 3. Certain matters are excluded from coverage by this Grievance Procedure and from coverage by the Arbitration Procedure, either because they are not grievable or arbitrable matters or because they are matters which are subject to final administrative review outside the agency under law or the regulations of the Office of Personnel Management. The following matters are subject to such exclusion:

A. Political activities

B. Retirement, life insurance or health insurance

C. Suspension or removal, for national security reasons

D. Examination, certification, or appointment

E. Position classification which does not result in loss of grade or pay of an employee

F. Nonselection for promotion from a group of properly ranked and certified candidates

G. Allegations of mismanagement

H. EEO complaints

Section 4. In compliance with the Statute, an employee may elect to either appeal the following actions to the Merit Systems Protection Board (MSPB) under the procedures prescribed by the MSPB, or to pursue the matter through the grievance/arbitration system, but not both. The employee's election, once made, is final:

A. Removal,

B. A suspension for more than 14 days,

C. A reduction in grade,

D. Reduction in pay; and

E. A furlough of 30 days or less.

A grievance filed under this Section will be submitted to the Commanding Officer or his designee; for decision within 20 days of effective date of the action.

Section 5. Grievances may be initiated by employees, either singly or jointly, or by the Union or by the Employer. Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy. An employee or group of employees in the Unit may be represented only by the exclusive Union, or by a person approved by the Union, in filing a grievance under the negotiated procedure.

Section 6. The Employer and the Union expect employees and supervisors to make a sincere effort to reconcile their differences. When such efforts fail, however, the following procedures are established for settlement of the grievances. If any grievance is not taken up with the employee's immediate supervisor within fifteen (15) calendar days after the occurrence of the matter which precipitated the grievance, such grievance shall not be considered or presented at a later date, except where circumstances beyond the control of the employee prevent the presentation of such grievance.

Step 1 - The grievance shall first be discussed informally by the aggrieved employee and his representative, if any, and the immediate supervisor involved. The grievance shall be identified as a grievance under the negotiated Agreement. The supervisor will answer the grievance either orally or in writing within seven (7) calendar days following the discussion.

Step 2 - If no satisfactory settlement is reached between the employee, his representative, if any, and the immediate supervisor, the grievance shall be reduced to writing, stating the issue(s) involved (if applicable, dates, names, times and places) and the corrective or remedial action sought, and submitted to the Division Chief within seven (7) calendar days from the receipt of the supervisor's answer. If requested, the Division Chief, prior to making a decision, shall afford the employee and/or Union representative in opportunity to present the grievance orally. The decision shall be in writing and shall be delivered to the employee no later than seven (7) calendar days after receipt of the submission.

Step 3 - If the employee is not satisfied with the decision of the Division Chief, the grievance may be submitted to the Commanding Officer within seven (7) calendar days of receipt of the Division Chief's decision. In addition to the written formal grievance itself, a copy of the Division Chief's decision and a written statement concerning the Mice will be forwarded to the Commanding Officer by the employee and/or the Union. The Commanding Officer will render a written decision within fourteen (14) calendar days from receipt of the grievance. The decision shall be delivered to the employee and the Union.

Section 7. Official time will be granted aggrieved Unit employees and the appropriate Union representatives to present a grievance on the Employer's premises through this Negotiated Grievance Procedure. Employees or Union representatives desiring official time to present a grievance under this article shall request from their immediate supervisors, or if the immediate supervisors are not available, the next higher level supervisors who are available, permission to leave the job site.

Section 8. No representative of the Union will solicit grievances from employees.

Section 9. If two or more employees initiate identical grievances (where the bases for the grievance and corrective action being sought are identical), the Union, if it has been designated as representative, will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all of the other identical grievances.

Section 10. Once a grievance has been accepted for processing under this Grievance Procedure, failure of the aggrieved employee or the Union to comply with any applicable time limit terminates further consideration of the grievance. Failure of a management official of the Employer to comply with any applicable processing time limit will constitute a valid basis for the grievance to be promptly advanced to the next higher step of this Grievance Procedure. However, any time limits stated in this article may be extended by mutual agreement among the aggrieved employee, the Employer and the Union.

Section 11. Grievances over the interpretation or application of this Agreement between the parties shall be initiated at Step 3.

Section 12. If the grievant is not satisfied with the decision after Step 3, the Union or

Employer may decide to proceed to arbitration. Notice will be given to the other party 10 calendar days prior to submitting a grievance to binding arbitration. Questions of grievability will be settled as threshold issues by the Arbitrator.

ARTICLE XLI ARBITRATION

Section 1. Within seven calendar days from the date of the request for arbitration, the parties shall request the Federal Mediation and Conciliation Service to provide a list of five impartial persons to act as Arbitrators. The parties shall meet within five calendar days after the receipt of such list. If they cannot mutually agree upon one of the listed Arbitrators, then the Employer and the Union will each strike one Arbitrator's name from the list of five and will then repeat this procedure. The remaining person shall be the duly selected Arbitrator.

Section 2. The Arbitrator's fee, including travel and per diem expenses, will be borne by the losing party. The Arbitrator must make a determination as to who is the winner or loser; if he is unable to decide which party is the losing party, as in the case of a split decision, the costs will be borne equally by the parties. The Employer will provide a hearing room from those facilities situated on the Employer's premises. The costs of taking and preparing a verbatim or summarized transcript of the arbitration proceedings shall be borne by the party requesting the transcript.

Section 3. The Arbitrator's award shall be binding on the parties except that either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

ARTICLE XLII DISCIPLINARY ACTIONS

Section 1. Both parties agree that disciplinary actions may be taken for just and sufficient cause. Disciplinary actions will be initiated only after a preliminary investigation or inquiry by the supervisor indicates that such action is appropriate for correcting the employee and/or in maintaining discipline and morale.

Section 2. All disciplinary actions will be processed in accordance with applicable regulations and this Agreement, and employees shall be accorded all rights and privileges provided therein.

Section 3. Disciplinary actions will be initiated within 10 working days after the incident except where extenuating circumstances preclude.

ARTICLE XLIII DISTRIBUTION

Section 1. The approved Agreement will be published in pocket sized form by the Employer, who will provide to the Union one copy for each member of the Union plus 25 additional copies. Amendments will be printed by the Employer and distributed to the Union as described above.

ARTICLE XLIV MISCELLANEOUS

Section 1. The Union will be furnished a copy of unclassified station Instructions and Notices pertinent to the administration of Civilian Personnel.

Section 2. The Employer will provide the Union a listing of eligible Unit members and changes thereto upon request.

Section 3. The Employer will provide the Union with a copy of the Organization chart and current amendments thereto.

IN WITNESS WERE OF the Parties have executed this Agreement on this 21.st day of May 1980.

FOR THE EMPLOYER: