

**Negotiated Agreement**

between



**Coast Guard Aviation Logistics Center  
Coast Guard Base Elizabeth City  
Coast Guard Aviation Technical Training Center  
Elizabeth City, North Carolina**

and

**Local Lodge 2203  
Affiliate of District 74**



**International Association of Machinists and Aerospace Workers  
AFL-CIO**

## Table of Contents

PREAMBLE .....	8
ARTICLE 1 - RECOGNITION AND UNIT DEFINITION .....	9
Section 1.01 – Unit of Recognition.....	9
ARTICLE 2 - MANAGEMENT RIGHTS .....	10
Section 2.01 – Management Rights .....	10
Section 2.02 – Management Relationship.....	10
ARTICLE 3 - RIGHTS OF EMPLOYEES .....	11
Section 3.01 – Overview .....	11
ARTICLE 4 - NEGOTIATIONS .....	13
Section 4.01 – Overview.....	13
ARTICLE 5 - UNION RIGHTS .....	15
Section 5.01 – Union Rights .....	15
Section 5.02 – Union Responsibility.....	15
Section 5.03 – Union Representation & Use of Official Time .....	15
Section 5.04 – Information Requests .....	18
Section 5.05 – Union Official Performance.....	19
ARTICLE 6 - HOURS OF WORK.....	20
Section 6.01 – Overview.....	20
Section 6.02 – Break Periods .....	21
Section 6.03 – Lunch Breaks .....	21
Section 6.04 – Religious Accommodations .....	21
ARTICLE 7 - OVERTIME.....	22
Section 7.01 – Overtime .....	22
ARTICLE 8 - BUZZERS, BELLS, TIME CLOCKS, OR LIKE INSTRUMENTS .....	24

Section 8.01- General.....	24
Section 8.02- Qquest.....	24
ARTICLE 9 – WORKPLACE CLOSINGS .....	25
Section 9.01- Delayed Command Opening.....	25
ARTICLE 10 - LEAVE .....	27
Section 10.01 – Annual Leave .....	27
Section 10.02 – Sick Leave.....	28
Section 10.03 - Holidays.....	29
Section 10.04 - Other Leave .....	29
ARTICLE 11 - EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.....	33
Section 11.01 - Overview .....	33
Section 11.02 - Reprisal, Retaliation and Discrimination.....	33
Section 11.03 - Accommodations of Disabled Employees.....	33
ARTICLE 12 - EMPLOYEE ASSISTANCE PROGRAM (CGSUPRT).....	34
Section 12.01 – CGSUPRT.....	34
ARTICLE 13 - SAFETY AND OCCUPATIONAL HEALTH.....	35
Section 13.01 – Safety and Occupational Health.....	35
Section 13.02 – Medical Examinations.....	37
Section 13.03 – Hazard Communication Program.....	37
Section 13.04 – Emergency Action Plan .....	38
Section 13.05 – Heat–Related Conditions .....	38
ARTICLE 14 - ENVIRONMENTAL PAY AND HAZARDOUS DUTY PAY.....	39
Section 14.01 – Overview.....	39
Section 14.02 – Environmental Differential Evaluation .....	39
Section 14.03 – Environmental Differential Pay .....	39

Section 14.04 – New Hazard Pay Differential .....	39
Section 14.05 – Cancellation of Hazard Pay Differential .....	39
ARTICLE 15 - SECURITY .....	40
Section 15.01- Security Camera Usage.....	40
ARTICLE 16 - PARKING.....	41
Section 16.01 - Parking.....	41
Section 16.02 - Work Site Parking Areas .....	41
Section 16.03 - Handicapped Parking.....	41
Section 16.04 - Designated Parking.....	41
ARTICLE 17 - VEHICLE USAGE.....	42
Section 17.01 – Vehicles.....	42
ARTICLE 18 - PROMOTIONS, DETAILS, AND VACANCY ANNOUNCEMENTS.....	43
Section 18.01 - Promotions, Details, and Vacancy Announcements.....	43
Section 18.02 - Personnel Actions Covered by Merit Promotion.....	43
Section 18.03 – Career Ladder Positions .....	44
Section 18.04 - Details.....	45
ARTICLE 19 - REDUCTION IN FORCE (RIF), TRANSFERS OF FUNCTION (TOF), AND DIRECTED REASSIGNMENTS.....	46
Section 19.01 - Procedures .....	46
ARTICLE 20 - EMPLOYMENT OF RELATIVES.....	48
Section 20.01 - Employment of Relatives .....	48
ARTICLE 21 - POSITION DESCRIPTIONS AND CLASSIFICATION .....	49
Section 21.01 – Position Descriptions .....	49
Section 21.02 – Classification.....	49
ARTICLE 22 - PERFORMANCE APPRAISALS .....	50

Section 22.01 – Overview .....	50
Section 22.02 – Core Competencies and Workplan.....	50
Section 22.03 – Progress Reviews and Discussions .....	51
Section 22.04 – Performance Improvement Plans .....	52
ARTICLE 23 - WITHIN GRADE INCREASES .....	53
Section 23.01- Within Grade Increases.....	53
ARTICLE 24 - EMPLOYEE AWARDS AND RECOGNITION .....	54
Section 24.01 - Overview .....	54
ARTICLE 25 - TRAINING .....	56
Section 25.01 – Overview.....	56
ARTICLE 26 - EMPLOYEE SERVICES .....	57
Section 26.01 - Overview .....	57
Section 26.02 – Vehicle Damage.....	57
ARTICLE 27 - WORKERS’ COMPENSATION .....	58
Section 27.01 – Overview.....	58
ARTICLE 28 - OFFICE RELOCATION AND MOVES.....	59
Section 28.01 – Overview.....	59
ARTICLE 29 - BULLETIN BOARDS.....	61
Section 29.01– Bulletin Boards .....	61
ARTICLE 30 - TRAVEL.....	62
Section 30.01 – Overview.....	62
ARTICLE 31 - PRIVACY ACT AND OFFICIAL RECORDS .....	64
Section 31.01 – Overview.....	64
ARTICLE 32 - DISCIPLINE.....	65
Section 32.01 – Disciplinary Actions .....	65

Section 32.02 – Adverse Actions .....	65
ARTICLE 33 - GRIEVANCE PROCEDURE.....	67
Section 33.01 – Overview.....	67
Section 33.02 – Scope.....	67
Section 33.03 – Grievance Routing Official.....	69
Section 33.04 – Grievance Process .....	69
Section 33.05 – Agency/Union Grievance.....	70
Section 33.06 – Mediation .....	70
ARTICLE 34 - ARBITRATION .....	72
Section 34.01 – Arbitration.....	72
Section 34.02 – Timeliness .....	72
Section 34.03 – Scope.....	73
ARTICLE 35 – FIRE DEPARTMENT PERSONNEL .....	74
Section 35.01 – General Provisions .....	74
Section 35.02 – Overtime, Work Schedules, Facilities, Meetings, and Religious Observances .....	76
ARTICLE 36 - VOLUNTARY ALLOTMENT FOR PAYMENT OF DUES.....	79
Section 36.01 – Voluntary Allotment for Payment of Dues .....	79
ARTICLE 37 - MEMORANDUMS OF AGREEMENT .....	81
Section 37.01 – Overview.....	81
ARTICLE 38 - DURATION AND CHANGES .....	82
Section 38.01 – Overview.....	82
ARTICLE 39 - PRINTING, DISTRIBUTION, AND POSTING OF THE AGREEMENT .....	83
Section 39.01 - Printing .....	83
Section 39.02 – Electronic Version.....	83
Appendix 1: Union Representative Official Time Sheet IAM&AAW Local Lodge 2203.....	84

Appendix 2: Representation Declination Sheet ..... 85

## **PREAMBLE**

In accordance with 5 USC 71, hereinafter referred to as the Code, this Agreement is made by and between the Commanding Officers of U. S. Coast Guard Aviation Logistics Center (ALC), U. S. Coast Guard Base Elizabeth City and U.S. Coast Guard Aviation Technical Training Center (ATTC), hereinafter individually and collectively referred to as the Employer and Local Lodge 2203, a subordinate affiliate lodge of District 74 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the Union. Collectively they are referred to as the Parties.



## **ARTICLE 1 - RECOGNITION AND UNIT DEFINITION**

### Section 1.01 – Unit of Recognition

- A. The Employer recognizes that the Union is the exclusive representative of all government employees in the unit as defined by Section B of this Article. The Union recognizes the responsibility of representing the interest of all employees in the unit without discrimination and without regard to employee Union membership, with respect to grievances, personnel policies, practices, procedures, or other matters affecting their general working conditions at the ALC, Base Elizabeth City; and ATTC, subject to the terms and conditions set forth in this Agreement.
- B. The appropriate unit for purposes of exclusive recognition at ALC, Base Elizabeth City; and ATTC included all Government employees, including professional employees of those activities with the exception of those excluded under the Code. The Parties agree that temporary and term employees are covered by all provisions of this agreement with the exception of that which is prohibited by law or regulation or excluded by this agreement.
- C. Unless otherwise excluded, employees who serve as team leaders and who do not exercise independent judgment with regard to one or more of the supervisory duties established in 5 USC 7103(a)(10), shall be included in the bargaining unit covered by this Agreement. The Parties recognize that an employee may have the title of “Lead” or otherwise be referred to as a team leader but be excluded from the bargaining unit because the employee independently exercises judgment in the performance of a single supervisory duty as defined in the Statute. Additionally, the Parties recognize that a firefighter position will only be designated as supervisory, and excluded from the unit, if the position requires the incumbent to devote a preponderance of their employment time to exercising such authority.

## ARTICLE 2 - MANAGEMENT RIGHTS

### Section 2.01 – Management Rights

A. Management has such rights as are encoded at 5 USC 7106 as follows:

- a. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—
  1. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and
  2. in accordance with applicable laws—
    - A. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - B. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - C. with respect to filling positions, to make selections for appointments from-
      - i. among properly ranked and certified candidates for promotion; or
      - ii. any other appropriate source; and
    - D. to take whatever actions may be necessary to carry out the agency mission during emergencies.
- b. Nothing in this section shall preclude any agency and any labor organization from negotiating—
  1. 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;
  2. procedures which management officials of the agency will observe in exercising any authority under this section; or
  3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

### Section 2.02 – Management Relationship

- The Parties will work toward fostering a successful Labor/Management relationship that establishes an environment of collaboration that consists of an open dialog between the Parties.

## ARTICLE 3 - RIGHTS OF EMPLOYEES

### Section 3.01 – Overview

- A. Employee's rights are established under 5 United States Code (USC) Chapter 7102.
  - a. Each employee shall have the right to join or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights include:
    - i. to act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of Agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and
    - ii. The right to engage in collective bargaining with respect to conditions of employment through representatives.
  - b. The right to file grievances under Article 33.
  - c. The Employer will apply the provisions of this Agreement fairly and equitably to all government employees of the unit and will take no action that will discourage membership in the Union.
- B. A bargaining unit employee who is being examined by one or more representatives of the Employer in connection with an investigation may obtain a Union Representative upon request if he/she reasonably believes that the examination may result in disciplinary action against him/her. Annually, the employer shall notify bargaining unit employees of the respective commands of the Weingarten Rule via email and/or by providing the employees such notice in clear view, on each management bulletin board located throughout the command(s).
- C. Each employee has a right to file a grievance and when doing so will be allowed adequate time for counseling with a Union Representative.
- D. An employee who has an adverse action appeal under the negotiated grievance procedure or under a statutory procedure will be allowed adequate time for counseling with a Union Representative.
- E. An employee wishing to meet with a Union Representative regarding any matter covered by this contract shall obtain advance approval from his/her supervisor. The Union Steward will verify with the employee that supervisory permission has been obtained prior to meeting with the employee. The supervisor shall be informed of the location and the expected duration of the employee's meeting with the Union. The employee retains the right not to discuss the nature of the Union meeting with their supervisor. The employee will be excused if operations permit. However, if the supervisor determines that the employee's services are needed, the employee will be advised of when he/she can be excused (normally one workday).
- F. Permanent employees whose paychecks are lost, delayed, or inaccurate will be allowed to apply for Coast Guard Mutual Assistance (CGMA). Employees may participate in the CGMA Program as allowed under CGMA rules and Regulations.

- G. Discussions between an employee and a supervisor that are private in nature will be held in a private space (e.g., office, conference room) to preserve the confidentiality of the discussion.
- H. Employees who are experiencing conflicts with non-government employees (contractor) shall have the right to notify their Employer and/or their Union representative for resolution.

## ARTICLE 4 - NEGOTIATIONS

### Section 4.01 – Overview

- A. It is agreed and understood that matters appropriate for consultation and negotiation between the Parties are conditions of employment as defined by the Federal Service Labor-Management Statute 5 USC 7103(a)(14). It is further agreed that the Employer will give the Union five (5) work days advance written notice before making any changes to personnel policies, practices, and matters affecting working conditions that are not covered by this Agreement, except as provided by 5 U.S.C. 7106(a)(2)(D). In accordance with the U.S. Code, the Employer agrees to provide written notification, either via email or memorandum, to the Union Chairperson and the Chief Steward before making any changes to personnel policies, practices, and matters affecting working conditions that are not covered by this agreement.
- B. Both parties agree to adhere to the following process for negotiable changes:
- a. Notice of a negotiable change will be provided to the Union by the Workforce Relations Division (CG-1214). If in the future CG-1214 is replaced, the notice will be provided by the responsible Commands designee.
  - b. When given notice of a negotiable change, the Receiving Party will respond to the Noticing Party within five (5) work days, with either:
    1. Their request for a briefing; or
    2. Their intent to submit bargaining proposals.
  - c. If the Receiving Party requests a briefing:
    1. The Receiving Party will provide at least three (3) available dates with their request. Both Parties will make every reasonable effort to attend one of these dates.
    2. The Noticing Party will conduct a briefing within five (5) work days from the receipt of the request.
      - Prior to the briefing, the Receiving Party will, whenever possible, submit specific questions in writing to the Noticing Party.
    3. Should the Receiving Party wish to bargain, they will submit proposals within five (5) work days from the date of the briefing.
  - d. If a briefing is not requested:
    - Proposals will be submitted within five (5) work days from the Receiving Party's receipt of the notice.
  - e. Upon receipt of proposals, the parties shall meet within five (5) work days.
  - f. Once commenced, negotiations will continue until either agreement is reached or impasse is declared.
    1. Both parties agree to work toward resolution in a timely manner and whenever possible meet at least weekly toward that end.
    2. If the parties fail to reach agreement within the time frame established herein, assistance shall be requested from the Federal Mediation and Conciliation Service (FMCS).

- C. Proposals unrelated to the mandated change will not be permitted in the subject negotiations.
- D. The Employer and the Union agree to send a representative to the bargaining table that is fully authorized to commit to an agreement. Failure to do so may result in an Unfair Labor Practice (ULP).
- E. Conditions of Employment, as defined in 5 USC 7103, means personnel policies, practices, and matters, whether established by rule/regulation or otherwise, which affect the working conditions of bargaining unit employees.

## ARTICLE 5 - UNION RIGHTS

### Section 5.01 – Union Rights

- A. The Employer shall recognize that the Union has all rights and privileges in accordance with Chapter 71, Title 5, of the United States Code and all other applicable laws, rules, and regulations.
- B. All newly hired employees in the unit will be introduced to the Union representative in the work area where employed. The new employee orientation checklist will reflect this introduction as a line item. The Union will provide all newly hired unit employees with a copy of the contract.

### Section 5.02 – Union Responsibility

- A. The Union recognizes that the interests of both the employees and the Employer will best be served by attaining maximum efficiency and productivity.
- B. The Union agrees to support all committees appointed to administer such activities as charity and bond drive, recreation, solicitation, welfare, or other such committees appointed to provide services or assistance (not job related) to employees within the unit.
- C. The Union agrees to support continuous improvement initiatives at the commands covered by this agreement.
- D. The Employer and the Union mutually agree that unit employees will be encouraged to participate in authorized charity drives; however, in no instance shall the Employer or the Union exercise undue pressure on any employee to contribute to a charity to which the employee does not wish to contribute. The Parties hereto also agree that no rights or privileges that would otherwise be extended to any employee in the unit will be withheld, nor will any reward be given or reprisal taken against any employee who contributes or refrains from contributing to any charity drive.
- E. It is recognized that most complaints should be settled at the informal level and both the Union and the Employer will promote and work toward this goal. In this regard, the Parties agree that prior to either Party filing an Unfair Labor Practice (ULP) charge:
  - a. The Union (initiating party) will contact the Commanding Officer of the offending command;
  - b. The respective Command (initiating party) will contact the Chairperson of the Union, to inform the Party of the pending charge;
  - c. Upon notification of the ULP, either Party may request an immediate meeting, to discuss basis for the ULP and seek resolution.
  - d. Such a meeting will be conducted in an expeditious manner. It is recognized that additional time may be needed to investigate events.

### Section 5.03 – Union Representation & Use of Official Time

- A. Requests for use of official time for representational purposes shall be made by providing the fully completed form (Appendix (1)) in advance to the Union Representative's immediate supervisor. Approved use of Official Time shall be recorded on the Union Representative's time sheet and in the automated Time and Attendance database. The Agency will give a prompt response

- regarding requests for official time if the request is timely submitted by the Union.
- B. Union representatives who are to be absent on internal Union business that does not qualify for Official Time usage, may request leave in accordance with Article 10.
- C. The Chairperson's Official Time will be handled as follows:
- a. Normally, the Chairperson will be on Official Time during 0700-1100 hours, Monday through Friday. This period shall be documented in WebTA, or its replacement system. The Parties understand that extenuating circumstances may require changes to this period. In these events the Chairperson will work with their Supervisor to address these issues.
  - b. For special circumstances, the Chairperson may request in writing, five (5) work days in advance to switch from the scheduled half days, addressed in Section (a) above, to a flexible use of the hours, not to exceed twenty (20) hours per week. This request will be provided in writing to the Workforce Relations Human Resources Specialist (CG-1214), or if replaced the responsible Commands designee, five (5) workdays in advance for review. If approved, it will only remain in effect for a two (2) week period and then revert back to the scheduled half days addressed above. Under this subsection the Chairperson must request and accurately account for their hours in accordance with Section (F) of this Article.
  - c. The Parties agree that the time spent under this subsection will be judicious and only be utilized when needed.
- D. The Employer agrees to recognize the Stewards, the Chief Steward, and the Chairperson duly authorized by the Union. A maximum of twelve (12) Stewards, plus one (1) Chief Steward and one (1) Chairperson, is authorized. The Union shall provide CG-1214, or if it's replaced the responsible Commands designee, in writing and keep current a complete list of all authorized Stewards, Chief Steward, and Chairperson. The Union agrees to notify the CG-1214, or if it's replaced the responsible Commands designee, at least five (5) work days before changing the designation of any unit member as a Steward, Chief Steward, or Chairperson. The Employer agrees to recognize the officers and duly designated representatives of the Union and shall be advised in writing on a current basis by the Union of the names of its officers and representatives. The Chairperson will be the official point of contact for all communication at the Command level. In this regard, the Parties will support, where possible, matters being handled by the first level supervisor and the designated steward. It is understood that all representatives may have a duly authorized Union representative act as an alternate in their place in times of absences. The Employer agrees that no Steward will be reassigned from one work shift or location without first notifying the Union Chief Steward. The Chief Steward has the responsibility to assign cases to the Steward of his/her choice.
- E. The Employer recognizes that the Stewards, Chief Steward, and Chairperson may be required to leave their shops or offices within the Bargaining Unit in order to bring about the prompt and expeditious disposition of union matters as identified in the Union Representative Official Time Form. However,



official time will normally be granted to only one Union representative at a time for a particular case or problem.

- F. A Steward, Chief Steward, or Chairperson needing to be absent from their regular duties in connection with union matters as identified in the Union Representative Official Time Form shall first obtain approval from their supervisor prior to leaving the workplace. The supervisor must be informed of the location (building), and expected duration of the official business. The Union Representative Official Time Form shall be used for this purpose and entered in the automated Time and Attendance database. The absence will be authorized unless the services of the employee cannot be spared for the time. If the Steward cannot be permitted to leave the work place immediately due to business reasons, the Steward will be advised as to a reasonable time when authorization will be granted.
- G. The Parties recognize that use of official time during duty hours by any representative of the union must be properly accounted for on Appendix (1) and the appropriate time keeping system, currently WebTA.
- H. The Employer agrees that authorized district and international representatives of the Union may have appropriate business to conduct at the Employer's facility. The Employer agrees to arrange for authorized representatives to receive temporary vehicle permits subject to applicable security regulations.
- I. The Employer shall provide the Union private office space. The office will only be used to conduct Labor-Management business under the contract and during duty hours. Internal Union business concerning the unit may only be conducted during non-duty hours. The office will have the following:
  - a. A desk and a chair, commensurate with that provided in a typical office of that location;
  - b. Standard Coast Guard workstation with internet, intranet and Coast Guard approved software;
  - c. A black and white printer; network access to a color printer when available for general use in that location;
  - d. Access to a fax machines and copy machines;
  - e. A desk telephone commensurate with that available in the local facility;
  - f. A file cabinet;
  - g. Routine office supplies (excluding consumables such as paper, pens, ink, etc.); and
  - h. Lockable door.
- J. Union representatives shall have access to Commandant Instructions and notices maintained by the Employer.
- K. The employer may grant union representatives up to two hundred and forty (240) hours of Official Time for Training per calendar year. Training will normally be approved if it is intended for the mutual benefit of the Parties pursuant to this Agreement or the Statute, but may be denied based on the needs of the Agency or other exigency(s). Training granted under this Article will not be related to the internal business of the Union. All costs other than

the time allowed shall be borne by the Union. The Union will give the Employer prior notice of the scheduled training with approval subject to mission requirements. The Union will provide CG-1214, or if it's replaced the responsible Commands designee, an annual projected training list prior to the start of the second quarter of the calendar year. On a quarterly basis the Union will provide CG-1214, or if it's replaced the responsible Commands designee, a completed list of training to include cumulative days used during each quarter. The Employer will not be required to pay for the training or the travel cost associated with Union training.

- L. In addition to the above, the Union can request up to eight (8) hours per calendar year for each steward and the chief steward for the purpose of annual steward training. Such training should enhance and support the mission of the commands and will not be related to the internal business of the Union. The Union will give the Employer prior notice of the scheduled training, with approval being subject to mission requirements.
- M. A designated Union representative elected or appointed to a National or District level Union office may apply for a period of leave without pay to accept such temporary Union office. Requests for leave without pay will be requested in one-year increments or less. The Employer will consider such requests based on workload considerations, mission requirements, and the difficulty of temporarily backfilling the representative's permanent position while he/she is on leave without pay. Representatives submitting initial requests or requests for extensions to the initial one-year period, will provide a minimum forty-five (45) day notice to the Employer. Requests, which do not meet the minimum forty-five (45) day, notice requirement will not be considered. No more than one representative will be approved for leave without pay for this purpose at any given time.
- N. A representative of the Union shall be provided up to eight (8) hours per year for preparation of information reports required under 5 USC 7120 (c), including financial reports.
- O. The parties agree that accounting for official time used in labor-management activities is a critical responsibility of the Parties. Accordingly, Union representatives will provide information on official time used to the cognizant supervisor in accordance with the established Union Representative Official Time Form. Official time will be annotated in fifteen (15) minute increments. The parties recognize that occasional, unplanned, and spontaneous contact with union representatives occurs in the work area. In this regard, such time will not require documentation on the Union Representative Official time Form for periods of less than fifteen (15) minutes. Casual contact of fifteen (15) minutes or more will be annotated on the Union Representative Official Time form.

#### Section 5.04 – Information Requests

- A. The Parties recognize that Office of Personnel Management and the Department of Homeland Security (DHS) regulations are available through the internet/intranet for Union access.
- B. The Employer agrees to furnish to the Union, or its authorized representative, upon request and, to the extent not prohibited by law, data which is normally maintained by the Employer in the regular course of business; which is

reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of bargaining; and, which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors relating to collective bargaining.

- C. Requests for information made by the Union must demonstrate a particularized need for the requested data. The release of such information is subject to the Privacy Act and the Health Insurance Portability and Accountability Act (HIPAA). The Union will instruct its representatives regarding the confidentiality of any disclosed information.
- D. Data will normally be provided to the Union within a reasonable period of time after receipt of the request, provided the Union has met its obligation of articulating the requested information and establishing a particularized need for the information. If the Union does not meet its obligations or a request is to be denied, the Employer will notify the Union in writing.
- E. The Parties recognize that some information requests may require more data gathering than other requests or may involve coordination of several offices. In those situations where the nature of the request will delay the Employer's response, the Union will be notified of the anticipated delay. If the Union establishes that the requested data is necessary for discussion or presentation of a grievance, the Union can request an extension to a grievance timeframe pending receipt of the requested information.

#### Section 5.05 – Union Official Performance

- Authorized official time spent by Union representatives on representational matters will not be considered when appraising their performance. Rather, Union representatives will be appraised for only what time, which they devote to the performance of official USCG duties.

## ARTICLE 6 - HOURS OF WORK

### Section 6.01 – Overview

- A. Applicable law, regulation, and local instruction and this Agreement shall govern the hours of work of unit employees.
- B. Any change in normal working hours will be discussed with the Union in accordance with Article 4 and normally be publicized at least thirty (30) calendar days in advance. However, in emergency situations, the Employer may change the hours of work without prior notification. The Parties recognize that the Employer as deemed necessary for mission accomplishment may change the hours of work of any employee(s).
- C. Management reserves the right to terminate any schedule currently in effect immediately when an adverse agency impact has been demonstrated and will share the data upon which this determination was made with the Union in advance. If the program is terminated, management will determine which schedule the employee should return to. Management agrees to negotiate with the Union regarding a permanent schedule. If the Union disagrees with management's decision to terminate the program and a bargaining resolution cannot be reached, the Parties will utilize the processes of mediation and impasse through the services of the Federal Mediation and Conciliation Service (FMCS) and the Federal Service Impasses Panel (FSIP) to resolve the matter.
- D. Alternative Work Schedules (AWS) is an umbrella term that refers to Compressed Work Schedules (CWS) and Flexible Work Schedules (FWS).
- E. The Parties agree to follow the applicable Commandant/Base/Division Instructions with regards to work schedules. If the Instructions are updated, the Agency will follow the parameters of Section 6.01(H) below. Currently, the following Instructions are followed:
  - a. Aviation Logistics Center: CGALCINST 5330.2C
    - i. Core time. Core hours for day shift are 0845-1130 and 1300-1515 with 0600-1815 as the allowable range of working hours. The window for start time is 0600-0845 and the departure timeframe is 1430 -1815. Arrival after 0845 or departure prior to 1430 requires submission of a leave request. Note: Core times do not apply to overtime work or weekend work which may or may not be considered overtime based on the employees assigned work hours.
    - ii. Night Shift. Core hours do not apply to night shift personnel. However, these personnel are on a fixed 5/4-9 schedule and have designated start time of not more than one (1) hour prior to the dismissal of day shift, as well as an assigned RDO. Schedules vary by division based on workload and other considerations and may be changed after Union notification and bargaining if requested, except in emergency.
  - b. Aviation Technical Training Center: ATTCINST 5330.1J
  - c. Base Elizabeth City: BASEECITYINST 5330.4

- F. The Parties agree to work jointly to find locations to post the appropriate work schedule instruction in order to inform the workforce of the applicable parameters.
- G. The hours of work for all bargaining unit employees assigned to Base Elizabeth City, except firehouse personnel, will be in accordance with applicable Coast Guard Instructions.
- H. Changes to hours of work will be noticed and negotiated in accordance with Article 4.

#### Section 6.02 – Break Periods

- Day shift employees will be allowed two (2) ten (10) minute breaks, one to occur approximately mid-point between the scheduled shift start time and lunch and another approximately mid-point between lunch and the scheduled shift end time. The exact break time will be determined by consensus of employees within the unit and with supervisor approval. Breaks for night shift will also be established by consensus of employees within the unit and with supervisory approval. If an employee works through a break due to a work assignment, the employee may request from his/her supervisor to defer the break to another time. This request is subject to supervisory approval. Breaks are considered a paid non-duty status whereas lunch periods are a non-paid, non-duty status. Breaks cannot be added to the scheduled lunch period for an extended lunch. Employees may not defer or reschedule breaks to the beginning or end of the day to create a later arrival or early dismissal.

#### Section 6.03 – Lunch Breaks

- All schedules will consist of an uncompensated thirty (30) minute lunch. The uncompensated lunch will be scheduled at or near the mid-point of the day, and cannot be used at the beginning or end of day to shorten the basic work requirement.

#### Section 6.04 – Religious Accommodations

- An employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek must submit a reasonable accommodation request for an adjusted schedule to their immediate supervisor, in accordance with the Civil Rights Manual, COMDTINST M5350.4 (Series).

## ARTICLE 7 - OVERTIME

### Section 7.01 – Overtime

- A. Overtime work shall be paid at the appropriate overtime rate in accordance with current pay regulations. Overtime rates shall include any shift differential or additional pay to which the employee is entitled consistent with the terms and provisions of this Article. The assignment of necessary overtime work, including determining the need for special skills, is solely a function of the Employer.
- B. The Employer agrees that overtime shall be assigned equitably among all employees within their shop, shift and job rating on an hourly basis. It is understood that the following situations may result in legitimate temporary imbalances in overtime assignments:
  - a. **Qualifications:** Employees must be qualified to perform the overtime assignment. The Employer makes qualification determinations. Qualified employees must be able to perform the job and capable of completing the work with reasonable indoctrination or instructions.
  - b. **Continuity:** Employees working on jobs of short duration that extend into overtime situations where continuity is essential to the job;
  - c. **Special skills:** Employees assigned to overtime jobs requiring special skills acquired as a result of special training or schooling not readily transmittable to other employees within the same job rating.
  - d. The above situations are not intended as a means of circumventing overtime rotation where reasonable indoctrination or training would qualify employees for overtime assignments. Nothing in this Section shall be construed as alleviating the responsibility of the Employer to continuously work toward an equitable balance in overtime distribution based on a total number of hours worked.
- C. When employees are loaned to a work area for the purpose of supplementing the workforce of the work area on a continuing basis (forty (40) hours or more), and overtime is required of the employees of the work area, the employees loaned will be given equitable consideration for the overtime. In any event, an employee who is not assigned to such work area will not be brought in and assigned overtime to the exclusion of those employees on loan.
- D. When it becomes necessary to go outside the Branch or Shop, Shift, or Series and Grade to meet overtime requirements, offers of overtime will be made to qualified employees from the overtime roster in the unit selected by the Employer to provide additional personnel. Solicitations shall be done fairly and equitably starting with the employees on the overtime roster, in accordance with the procedures in this Agreement.
- E. The Employer will, upon request, relieve an employee from an overtime assignment where such assignment would result in an unreasonable inconvenience or hardship to the affected employee and where another qualified employee, as determined by management, is available for the assignment and is willing to work.
- F. The Employer agrees to maintain records of all overtime worked in the Unit (e.g., Branch or Shop, Shift, Series and Grade) and to make such current records available to the appropriate Steward, Chief Steward, or Chairperson of the Union upon request.

- G. The Employer agrees to normally give advance notice of:
  - a. By COB Thursday for anticipated overtime to be worked on the weekend; and
  - b. At least two (2) hours prior to end of shift for anticipated overtime for extension of shift.
- H. Employees required to return to work outside of and unconnected with their basic workweek shall be paid in accordance with applicable law, rule, and regulation.
- I. No employee shall be denied the opportunity to work overtime in accordance with Section A of this article because of normal annual or sick leave usage. Employees may exercise their right to utilize annual or sick leave in accordance with the conditions outlined in this Agreement. However, nothing in this Section shall be construed as imposing an obligation on the Employer to assign overtime to an Employee who is not present on the date overtime is assigned; or is not in a work status during the shift immediately preceding the overtime assignment.
- J. Employee's required to work outside of and unconnected with their basic workweek shall be paid a minimum of two (2) hours pay regardless of whether the employee is required to work the entire two (2) hours.
- K. If an employee declines or is relieved of an overtime opportunity, the hours of overtime declined will be considered as overtime hours worked for the purpose of determining the equity of overtime distributed.
  - a. A declination of overtime will be annotated with a 'D' on the Overtime Record
  - b. Mandatory overtime will be annotated with an 'M' on the Overtime Record
  - c. A declination of worked overtime will be annotated with a 'W' on the Overtime Record

**ARTICLE 8 - BUZZERS, BELLS, TIME CLOCKS, OR LIKE INSTRUMENTS**

Section 8.01- General

- The Employer agrees that any changes to existing processes, procedures, tools, or systems which serve to control the starting/stopping of duty time, lunches, or breaks are subject to Union notification and bargaining prior to implementation. The employer agrees that supervisors will administer use of all systems under this article in a fair and equitable manner.

Section 8.02- Qquest

- Currently, the Qquest system is used at ALC, however if during the life of this Agreement this system changes, the Employer with notice and negotiate in accordance with Article 4.



## ARTICLE 9 – WORKPLACE CLOSINGS

### Section 9.01- Delayed Command Opening

- A. In the event extreme weather or other conditions necessitate a delayed command opening time official command direction concerning arrival time will be posted and/or revised on the Official Weather Hotline, normally no later than 0500 hours for day shift and no later than 1400 hours for night shift. Employees must call the Official Weather Hotline and select the prompt for the applicable command message.
- a. Delayed Command Opening: The command identifies a specific opening time, which is later than the normal command opening time. All non-essential employees whose regular start time occurs prior to the identified delayed opening time must report for duty no later than the delayed opening time. For example, if the command identifies a delayed opening time of 0900 hours, then all non-essential employees, whose normally scheduled arrival time occurs prior to 0900 hours, are expected to report for duty by 0900 hours. Employees who fail to report at all for their shift will not be granted excused absence for the period of the delayed command opening time.
- B. In the event extreme weather or other conditions necessitate an early dismissal, employees will be dismissed and will be granted excused absence for the dismissal period. This excused absence will extend only to the end of the affected work shift and is not construed to include subsequent shifts or subsequent workdays. Employees on subsequent shifts are required to call the weather hotline to get the appropriate command message concerning continued command status. Employees who are not in a work status when the command declares a dismissal due to weather or other conditions will not be granted excused absence for the dismissal period. An employee on preapproved leave for the entire workday, or an employee who has requested unscheduled leave to begin before the early dismissal is announced, will not be granted excused absence for the dismissal. If an employee has scheduled leave which is to begin after the early dismissal is scheduled to start, then the employee will be granted excused leave and will not be charged with leave for that period.
- C. In the event extreme weather or other conditions necessitate a command closure, official command direction will be posted on the Official Weather Hotline. Employees must call the Official Weather Hotline and select the prompt for the applicable command message. Non-essential personnel, including employees on pre-approved leave, will be granted excused absence for the number of hours they were scheduled to work unless one of the following exclusions applies:
- a. Employee is eligible and expected to telework.
- b. Employee is on official travel away from the closed duty command.
- c. Employee is on leave without pay, workers' compensation, suspension, or other non-pay status.
- D. Employees who are on their regular Alternate Work Schedule (AWS) regular day off (RDO) are not entitled to an additional "in lieu of" day off because of a command closure.

- E. Employees who are considered essential personnel and are critical to agency operations will be informed in writing annually, when performance standards are established, of their essential status. When emergency events are anticipated, the union Chairperson will be notified of the designated essential personnel, who are required to report for duty for that event. (Fire House Personnel are always considered to be essential personnel). Assignment of essential personnel will be made in a fair and equitable manner amongst equally qualified personnel within a Branch or Shop, shift, series and grade. Assignment of essential personnel may vary depending on the nature of the event causing the dismissal or delayed command opening, delayed employee arrival.
- F. The Parties recognize that if an employee designated as essential is required to report to work during a delayed command opening or closure and does not report as directed, the employee's absence may be charged absent without leave (AWOL) and may be disciplined. Essential personnel requests for leave will be evaluated on a case-by-case basis, and an employee's safety concerns will be given due weight.
- G. Except in emergency situations, the employer will provide advance notice of planned plant shutdowns. Employees will make a diligent effort to conserve annual leave to cover the planned periods of shutdown. The Employer agrees to grant annual leave for the shutdown period to employees who have completed their probationary or trial period from such annual as will accrue to them during the current year. Employees may, upon request, be granted leave without pay at the Employer's discretion.
- H. At least annually, the Employer will provide bargaining unit employees with the written procedures to be followed for closures, dismissals, and delayed command openings due to weather or other emergencies.

## ARTICLE 10 - LEAVE

### Section 10.01 – Annual Leave

- A. Employees earn annual leave in accordance with applicable laws. Approval of an employee's request for annual leave, after reasonable notice, will be granted when the employee has requested it unless their services cannot reasonably be spared. Requests for annual leave for emergency reasons will be considered on an individual case basis. Leave requests, which are disapproved, will be discussed with the employee normally within three (3) work days of receipt. In any case in which an employee requests leave and the request is disapproved, the reasons for disapproval will be stated in the denial of the request in WebTA.
- B. The individual employee shall submit annual leave requests for vacation purposes. In the event a conflict of requested vacation periods occurs, the conflict will be resolved using individual seniority defined as the Civilian Entrance on Duty date with the Coast Guard for each group of employees reporting to a single supervisor. For the purposes of vacation, leave requests which are disapproved will be discussed with the employee normally within five (5) work days. Once an employee has made their selection, they shall not be permitted to change the selection, if doing so would affect the approved scheduled leave of another employee. Every reasonable attempt will be made to adhere to the established schedule. In the event a subsequent change in workload commitments occurs requiring a change in vacation plans made by an employee, the employee shall have the right to reschedule their vacation in accordance with the seniority provision outlined above.
- C. Employees are expected to report to work and begin working at the time they are scheduled to do so. However, brief and occasional periods of absence of an employee reporting late to work due to factors beyond the employee's control may be excused. The Agency will treat employees fairly and equitably in exercising its discretion to approve brief periods of tardiness.
  - a. Employees not reporting for work because of personal emergencies shall furnish notice to the first or second-level supervisor by telephone, text, or E-Mail as soon as possible, but no later than one (1) hour after the start of their assigned shift unless extenuating circumstances prohibit them from doing so. For employees working under a 'flexible schedule', employees must report their absence no later than one (1) hour after their latest flexible reporting time.
  - b. In the event either the First or Second line supervisor is unavailable at the phone number specified by the Agency, the employee may utilize voicemail, or text to notify the Agency of the need for unscheduled leave. In the event the voicemail inbox is full, and texting is not an option, an email to an address specified by the Agency will be acceptable.
  - c. The voicemail, text or email shall include the date of the absence, estimated duration of the absence, type of leave requested.
  - d. If an emergency prevents the employee from requesting leave prior to the beginning of the scheduled start time, notice must be given to the supervisor as soon as possible. The supervisor may ask the employee why timely notice was not given.

- e. It is understood that it is the employee's responsibility for ensuring that his/her supervisor is timely notified of the estimated duration and reason for the employee's absence. If the employee finds that he/she will be absent beyond the original estimated time, he/she will report this to the First or Second line supervisor, indicating the reasons for and the anticipated length of the continuing absence.
- D. The Parties recognize it is the employee's responsibility to manage their leave balances (including 'use or lose' balances) to ensure they have adequate coverage for vacation periods and plant shutdowns.

#### Section 10.02 – Sick Leave

- A. Employees earn sick leave in accordance with applicable statutes. Approval of sick leave will be granted to employees when they are incapacitated for the performance of their duties by sickness, injury, or pregnancy and confinement, or for medical, dental, chiropractic, psychological or optical examination or treatment, or when a member of the immediate family of the employee is afflicted with a contagious disease and requires the care and attendance of the employee; or when, through exposure to contagious disease, the presence of the employee at his post of duty would jeopardize the health of others, in accordance with applicable law. 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.
- B. Employees not reporting for work because of incapacitation for duty shall furnish notice to the first or second-level supervisor by telephone, text, or E-Mail as soon as possible, but no later than one (1) hour after the start of their assigned shift. For employees working under a "flexible schedule, employees must report their absence no later than one (1) hour after their latest flexible reporting time.
  - a. In the event either the First or Second level supervisor is unavailable, the employee may utilize voicemail, or text to notify the Agency of the need for unscheduled leave. In the event the voicemail inbox is full, and texting is not an option, an email to an address specified by the Agency will be acceptable
  - b. The voicemail, text or email shall include the date of the absence, estimated duration of the absence, type of leave requested.
  - c. If an emergency prevents the employee from requesting leave prior to the beginning of the scheduled start time, notice must be given to the supervisor as soon as possible. The supervisor may ask the employee why timely notice was not given.
  - d. It is understood that it is the employee's responsibility for ensuring that his/her supervisor is timely notified of the estimated duration and reason for the employee's absence. If the employee finds that he/she will be absent beyond the original estimated time, he/she will report this to the First or Second level supervisor, indicating the reasons for and the anticipated length of the continuing absence.
- C. In situations where an employee is approaching a zero sick leave balance, the supervisor will communicate with the employee to ensure the employee is aware of the depletion of leave balances. During this discussion the supervisor and employee can discuss leave program options and requirements.

- D. In individual cases when there is reason to suspect sick leave abuse, the employee will normally be counseled by the supervisor and given an opportunity to justify his/her sick leave usage. If after counseling, there is evidence (e.g. facts, statistics, or rationale) to support the conclusion that abuse is occurring, the Employer will normally require in writing that each request for approval of sick leave be substantiated by a medical certificate. Such notifications are effective for one (1) year.
- E. In the event an employee is absent because of incapacitation for duty for a period in excess of three (3) work days, sick leave for the period, if due and accrued, may be granted upon submission of a medical certificate. However, unless a medical certificate is specifically required under the conditions of this Article, an employee's signed statement explaining the nature of his/her illness and other pertinent circumstances may be accepted instead of a medical certificate. In rare circumstances, the requirement for a medical certificate may be waived, when it is unreasonable due to a shortage of physicians, remoteness of the employee's residence, or the illness did not require the services of a physician.
- F. Advanced Sick Leave will be considered at the Employer's discretion in accordance with Law, Rule, Regulation, and Policy.
- G. An employee, who is recovering from a temporary disability and requests to be considered for a temporary light duty assignment, should submit a written recommendation for light duty from their medical practitioner. This medical recommendation shall include the recommended restrictions and the anticipated duration of the employee's incapacitation. The Employer will endeavor to provide light duty work assignments in order to avoid placing the employee in a leave status. In the event that no light duty is available within the Command, the employee will remain in a leave status.
- H. Whenever an employee is directed by the Employer to go for a physical examination or for eye, ear, chest x-ray, etc., the employee will be granted excused absence.

#### Section 10.03 - Holidays

- A. Any employee whose services are not required by the Employer on a 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 laws and regulations.
- B. Work on holidays established by Federal statute or Executive Order will be confined to urgent or essential work as determined by the Employer and in no instance will holiday work be instituted to circumvent the payment of overtime.
- C. Any employee who works on one of the foregoing holidays will be paid at the rates prescribed by applicable laws and regulations.
- D. Any employee having annual leave to his credit may apply in advance for leave, and such leave with pay shall be approved for any work day which occurs on a religious holiday associated with the religious faith of the employee, unless the granting of such leave would adversely affect the operation of the activity.

#### Section 10.04 - Other Leave

- A. Bone Marrow or Organ Donation - In accordance with 5 USC 6327:
- a. An employee in or under an Executive agency is entitled to leave without loss of or reduction in pay, leave to which otherwise entitled, credit for time or service, or performance or efficiency rating, for the time necessary to permit such employee to serve as a bone-marrow or organ donor.
  - b. An employee may, in any calendar year, use—
    - 1. not to exceed seven (7) days of leave under this section to serve as a bone-marrow donor; and
    - 2. not to exceed thirty (30) days of leave under this section to serve as an organ donor.
  - c. Leave for bone marrow and organ donation is a separate category of leave that is in addition to annual and sick leave.
- B. Funerals:
- a. In accordance with 5 USC 6328: Federal law enforcement officer or a Federal firefighter may be excused from duty without loss of, or reduction in, pay or leave to which such officer is otherwise entitled, or credit for time or service, or performance or efficiency rating, to attend the funeral of a fellow Federal law enforcement officer or Federal firefighter, who was killed in the line of duty. When so excused from duty, attendance at such service shall for the purposes of section 1345(a) of title 31, be considered to be an official duty of the officer or firefighter.
  - b. Excused absence (as opposed to bereavement leave; see page on Sick Leave for Family Care or Bereavement) may be granted for periods of four (4) to eight (8) hours to attend funeral ceremonies under certain circumstances: veterans of any war, campaign or expedition may be excused to participate as pallbearers, honor guards or as members of firing squads in funeral ceremonies for members of the Armed Forces of the United States whose remains are returned from abroad for final interment in the United States; employees may be excused for a period not to exceed eight (8) hours to make arrangements for or attend the funeral of an immediate family member killed in the line of duty in the Armed Forces in a non-combat zone area; federal law enforcement officers or firefighters may be excused from duty to attend the funeral of a fellow law enforcement officer or firefighter; the Commandant may authorize one or more Coast Guard employees to act as representatives of the Coast Guard and attend the funeral of a fellow Federal employee killed in the line of duty.
  - c. The Employer may grant fifty-nine (59) minutes excused absence to attend the funeral of a “current” command employee. Any time over fifty-nine (59) minutes requires approved leave through WebTA by the supervisor.
- C. Court leave is the authorized absence from duty, without a loss of pay or charge to leave, for service as a juror or as a witness on behalf of the Federal, State, or local government. Court leave applies to a permanent or temporary

employee working a full or part-time schedule; however, it does not apply to an intermittent or "when actually employed" employee.

- a. An employee must give his/her supervisor a copy of the summons/order indicating witness service along with the request for court leave approval.
- b. Appropriate uses of Court leave:
  1. Any period of time an employee is required to serve as a juror. The dates of service will be indicated on the summons/order. A copy of the summons/order to serve should be provided to the employee's supervisor.
  2. Any service performed as a witness on behalf of the Federal, State or local government.
- c. Approval of Court leave is not appropriate:
  1. For service as a witness on behalf of him/herself or a private party.
  2. If an employee is called to serve as a juror while on leave without pay (LWOP). Court leave is only available to an employee who, except for the jury service, would be in a pay status.
- d. An employee:
  1. Called for jury duty while on Annual Leave may substitute the Annual Leave for Court Leave.
  2. Assigned to night duty may be granted court leave for their regular scheduled tour of duty when attendance in court during the day would cause them to lose time needed for rest.
  3. Called as a witness to testify in an official capacity or to produce official records is considered to be in an official duty status.
  4. Serving on a jury is entitled to retain money paid as "expenses" (e.g., travel and parking expenses) provided the purpose of the paid fees is clearly indicated as an expense.
  5. Serving on jury duty is not entitled to retain jury duty fees paid for any hours of jury service that overlap their regular tours of duty and for which they are entitled to court leave. Fees paid for hours served outside of an employee's regular tour of duty or for jury service on a Federal holiday may be retained.
  6. Is not entitled to retain witness fees paid while on court leave. If an employee serves as a witness on his/her own behalf or on the behalf of a private party in a judicial proceeding in which the Federal, State, or a local government is not a party, the employee is not entitled to court leave and witness fees may be retained.
  7. Money paid as witness expenses (e.g., travel and parking expenses) may be retained by an employee who is on court leave.

- D. Voting/Voter Registration - Employees may be excused from work for the purpose of voting where the polls are not open for three hours either before or after the employees' work hours (whichever results in the lesser amount of absence). Unless the employees' local voting jurisdiction does not allow for registration on non-work days, employees are not entitled to excused absence to register to vote. If registration is only allowed during the employees' work days, the employees may be granted excused absence on the same basis as for voting purposes.
- E. Blood Donations - Generally, employees may be allowed up to four (4) hours of excused absence for purposes related to blood donation. This time covers travel, clinic time for blood donation and recovery time. Employees are not allowed excused absence for time away from work relative to the selling of blood.



## **ARTICLE 11 - EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

### Section 11.01 - Overview

- A. The Employer and the Union agree to actively support the Equal Employment Opportunity (EEO) Program by exercising positive leadership to provide and encourage equal opportunity for employment on the job training, and promotion on a strictly merit basis without regard to race, religion, color, national origin, sex, handicap, or age. The Employer and the Union will comply with all relevant federal laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- B. In accordance with the current regulation, the Employer is charged with maintaining equal employment opportunity without discrimination using authorized methods deemed most effective to achieve this purpose.
- C. An EEO Counselor shall be available to discuss employee complaints concerning equal employment opportunity. If the employee desires, a Union representative may accompany them during such discussions. Union representatives will comply with the provisions of Article 5, for these purposes.

### Section 11.02 - Reprisal, Retaliation and Discrimination

- It shall be an unlawful employment practice for the Employer to discriminate or retaliate against any employee because the employee has engaged in protected activity.

### Section 11.03 - Accommodations of Disabled Employees

- A. The Employer and the Union will comply with all relevant Federal Laws, Regulations, and Executive Orders providing reasonable accommodations to qualified individuals with disabilities.
- B. An employee who believes that he or she suffers a disability and requires a reasonable accommodation to perform the essential functions of his or her position may request such an accommodation by submitting a request to the Employer.
- C. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer may require supporting medical documentation and may require the employee to obtain a second medical opinion at Employer expense. Medical information disclosed to the Employer will be kept confidential.
- D. The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in his or her current position prior to looking at accommodations in alternative vacant positions.
- E. If a reasonable accommodation changes the conditions of employment of bargaining unit employees, the Employer will make required notice to the Union. The Parties recognize that such notice must comply with applicable Privacy Act provisions and with medical confidentiality requirements.

## **ARTICLE 12 - EMPLOYEE ASSISTANCE PROGRAM (CGSUPRT)**

### Section 12.01 – CGSUPRT

- A. The Employer will continue to promote the CGSUPRT. CGSUPRT provides short-term counseling and consultation services for individuals experiencing personal problems such as alcoholism, drug abuse, emotional, family, marital, financial, legal, or other problems. CGSUPRT also provides counseling services to employees who have experienced traumatic events. Critical Incident Stress debriefings will be offered to those work groups that have experienced traumatic events such as threats of violence, actual violence, suicide and/or homicide, natural or terrorist disasters, severe injuries, deaths, or any other situation that might have psychological impact on the group.
- B. The Union will be offered the opportunity to have a representative present at any Command-sponsored CGSUPRT training where supervisors/managers will be in attendance. Employees will continue to receive orientation on the services of the CGSUPRT.
- C. Employees may contact the CGSUPRT services toll-free at (855) 247-8778.
- D. All contacts with the Employee Assistance Program are held in the strictest confidence. The Parties agree to follow the practices and prescribed procedures of COMDTINST 1740.7 (Series) and this Article for the administration of CGSUPRT, the clarification and confidentiality of CGSUPRT records, statements made to professional clinicians, and policies concerning civilian security clearances.
  - a. Any discussion with a CGSUPRT Program counselor is confidential and protected by law. Some exceptions to the confidentiality rule are in cases of child abuse and specific state-enforced laws addressing family violence (where reporting is mandatory), suicide and imminent harm to another.
  - b. Employees can be granted excused absence to attend a limited number of CGSUPRT sessions (not to exceed six sessions total) with a licensed professional to resolve problems identified in the CGSUPRT assessment.
  - c. The Employer may grant leave (sick, annual, or LWOP) for the purpose of treatment or rehabilitation of employees under the CGSUPRT in a manner similar to that granted for employees with any other health problem.

## **ARTICLE 13 - SAFETY AND OCCUPATIONAL HEALTH**

### Section 13.01 – Safety and Occupational Health

- A. The Employer will make every reasonable effort to provide and maintain safe and healthful working conditions and an occupational illness prevention program. The Employer shall comply with occupational safety and health standards promulgated under Executive Order 12196, Occupational Safety and Health Programs for Federal Employees, and 29 CFR Part 1960 Basic Program Elements for Federal Employees Occupational Safety and Health Programs and related matters that require the Employer to maintain a safety and occupational health program in accordance with the Occupational Safety and Health Act (OSHA) for civilian employees. The Employer will inform the Union in advance of planned program changes. It is recognized that the acquisition of required protective equipment, devices, training, and techniques is a continuing responsibility of the Employer.
- B. Employees shall report unsafe or hazardous conditions. Employees are encouraged to make oral reports to supervisors, or union safety representatives as the most prompt and effective method of hazard identification. Supervisors are responsible for investigating any alleged hazard reported to them and, if valid, for having the hazard corrected. Employees or the Union may also submit written notices of suspected unsafe or unhealthful conditions in the workplace by completing Form CG-4903 or report via the safety portal. Upon receipt of either report, the Command will notify the Union. The Command will investigate the reported condition and respond to the Employee(s) and Union Safety Representative. However, an inspection may not be necessary if, through normal management action and prompt notification of personnel, the hazardous condition(s) identified can be abated immediately. Suspected imminent danger situations should be reported immediately and followed up in writing. If desired, Employees or the Union may submit directly to Commandant (CG-1131) a completed Form CG-4903, giving essential details as to why the condition is considered actual or suspected hazardous, suggested solutions to the problem, and the exact location of the condition. The Employer agrees to provide the Union, on a quarterly basis (March, June, September, December) a summary report of all Coast Guard Employee Hazard Reports (CG-4903) or comparable Employer generated Hazard identification document, including relief sought and corrective actions taken by the Employer.
- C. It is agreed that the Employer and the Employees share in the responsibilities for maintaining good housekeeping procedures and safe working conditions. Each Employee is responsible for working safely, for observing safe working practices, for wearing prescribed protective equipment, and for knowing hazards specific to his/her trade. Each Employee is also responsible for promptly reporting any unsafe working condition or act he/she observes. The Employer shall remain aware of safety conditions in the work areas and ensure that Employees are properly trained and aware of the same. The Employer will require that Employees use appropriate protective equipment and clothing when they may be exposed to hazardous conditions. Prompt and appropriate action shall be taken to correct any unsafe condition or act which they observe or which is reported to them. The Union is responsible for encouraging Employees to observe safe working practices and good

- housekeeping procedures, and for promptly reporting, to the attention of a supervisor, unsafe or hazardous conditions, or acts observed.
- D. The Employer shall recognize two Union Safety Representatives, selected by the Union, who will participate on the Safety Committee. Union notification of safety representatives will be provided in writing to the Employer. The Safety Committee will meet on a quarterly basis. The Union will be notified of the Safety Offices' formal inspection schedule and shall be allowed to participate in those inspections. It is agreed that all safety and health hazards conditions discovered during the formal safety inspection will be annotated on the AHIS (ALC Hazardous Identification Spreadsheet) with a list of open hazards provided electronically on the Safety and Environmental Health Office (SEHO) Portal page.
- E. In the interest of safe working conditions, the Employer will evaluate and consider assigning work that requires a license or certificate to those employees that possess the appropriate valid license or certificate. It shall normally be the responsibility of the Employer for determining whether an Employee is qualified to perform the work assigned. However, when it is known, the Employee will inform the supervisor that he/she is not licensed to operate a given piece of equipment or cleared to perform a particular work operation.
- F. The Union will support the Employer's efforts to inform all employees of their safety and health responsibilities. The Employer shall inform all Employees of their safety and health responsibilities on an annual basis. Employees required to work in hazardous areas will be provided the proper training, equipment and safety devices. Also, no employee who is engaged in work, which is potentially hazardous, and in an isolated work area shall be required to work alone unobserved or without periodic checks. It is understood that the determination of when and where such conditions exist is within the discretion of the Employer. Should an employee claim that a job to which he/she has been assigned is not safe or may endanger his/her health, he/she shall advise the immediate supervisor before carrying out the work assigned. If there is reasonable objection about the safety of the job raised by either Party, a ruling shall be obtained by the Safety Office/Officer before proceeding. An employee has the right to decline to perform assigned tasks under situations described in 29 C.F.R. 1960.46 (a).
- G. Upon written request and as permitted by applicable law and regulation, accident and other safety reports or surveys prepared and maintained by the Employer will be made available to the Union. On the same basis, the Union will be provided a copy of the Annual Injury and Illness Report (OSHA Form 300, 300a, 301, or equivalent forms for recordable injury and illnesses).
- H. The Employer (Government does not furnish Contractors personal protective equipment (PPE)) agrees to furnish all suitable protective equipment, including personal protective equipment, as determined appropriate by the Employer, for eyes (including prescription lenses), face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers as appropriate to those employees working in areas or occupations deemed hazardous by the Employer. The employer shall assess the workplace to determine if hazards are present, or are likely to be present, which necessitate the use of PPE. Additionally, the Employer agrees to make foul weather gear available to Coast Guard Base Elizabeth City personnel and rain ponchos for

ALC personnel, as needed for movement of material and aircraft ramp assignments that require employees to be regularly exposed to rain, as determined necessary by the Employer for the performance of assigned work. The Union may, at its discretion, recommend new protective clothing and equipment and/or modifications to existing equipment for consideration by the Safety Committee, and such recommendations shall receive prompt attention. Employees shall be required to wear such protective equipment in these areas.

- I. Employees are required to wear clothing suitable for their work environment. Employees who work a majority of their schedule in non-air conditioned environment are authorized to wear shorts. Due to concerns with safety issues, shorts shall not be higher than two inches above the knee. Shorts shall not be worn in work areas where operations such as paint stripping, sand/media blasting, welding, machining, or in other areas where shorts pose a safety hazard to the employee. The following items will not be considered suitable clothing for any work environment: unhemmed shorts/pants, clothes with visible holes, tank tops, or apparel with words or graphics which would be considered by the general public as obscene or profane, racially or sexually derogatory, or are otherwise prohibited by regulation and flip flops. When an employee is deemed to be wearing non-suitable clothing by management, the Employee shall have the right to contact a Union Representative to discuss the matter with the manager. The application of the above examples of non-suitable clothing shall be administered in a fair and equitable manner.
- J. Union safety representatives may request up to forty (40) hours of official time for training annually to attend safety training and or conferences sponsored by the Union. Training will normally be approved if it is intended for the mutual benefit of the Parties pursuant to this Agreement or the Statute, but may be denied based on the needs of the Agency or other exigency(s). The training hours under this section are in addition to the hours outlined in Section 5.03 of this Agreement. The requests to attend such training under this Section will normally be submitted at least thirty (30) day in advance.

#### Section 13.02 – Medical Examinations

- A. The Medical Examinations and Medical Monitoring shall be conducted in accordance with the Occupational Medical Surveillance and Evaluation Program (OMSEP), and standards and medical care as required by law and regulation (Including DHS and Commandant Instructions).
- B. The employer shall provide all employees who work with hazardous chemicals an opportunity to receive medical attention in accordance with law and regulation.
- C. The employer shall establish and maintain for each employee an accurate record of any measurements taken to monitor employee exposures and any medical consultation and examinations including tests or written opinions and that such records are kept, transferred, and made available in accordance with/as required by law and regulation.

#### Section 13.03 – Hazard Communication Program

- A. To the extent required, the Employer will maintain a hazard communication program in accordance with law and regulation. The Employer will maintain an inventory of all authorized chemical Safety Data Sheets (SDS) in hard copy or electronically for access. In addition, a hard copy of all SDS sheets will be

maintained at the HAZMART Pharmacy for accessibility during emergencies. In the event that normal online access is interrupted and the HAZMART Pharmacy is inaccessible, the ALC Help Desk will be utilized to obtain access to the online library of SDS sheets. Under provisions of the OSHA, employees will receive required training on hazardous chemicals to which they may be exposed in the work area. Employees who wish to receive additional information regarding hazardous chemicals may contact their immediate supervisor or the local Safety Office for assistance.

- B. If an employee requests the safety data sheet, the Employer shall ensure that the safety data sheets are readily accessible during each work shift to employee. Safety data sheets shall also be made readily available, upon request, to designated representatives in accordance with the requirements of law and regulation.

#### Section 13.04 – Emergency Action Plan

- The Employer will maintain an emergency action plan whenever an OSHA standard requires one. The plan will be in writing (electronically and a hard copy kept in a central location in each building normally occupied by Bargaining Unit Employees) and available to employees for review. The plan shall include procedures for reporting fire or other emergencies; procedures for emergency evacuations, including type of evacuation and exit route assignments; procedures to be followed by employees who remain to operate critical command operations; procedures to account for all employees after evacuation; procedures to be followed by employees performing rescue or medical duties; and the name or job title of every employee who may be contacted by employees who need more information about the plan or an explanation of their duties under the plan. The Employer will designate and train employees to assist in a safe and orderly evacuation of other employees. Base Elizabeth City has the authority and responsibility to manage and direct all emergency response operations at the Coast Guard Base. This includes actions related to fires, evacuations, severe weather, rescues, and other emergencies.

#### Section 13.05 – Heat-Related Conditions

- The Employer will monitor workspaces for potential heat exposure. When the Employer determines that conditions exist which necessitate augmenting work/rest regimens or implementing other heat-mitigating strategies, the Union Chairperson will be notified. Heat exposure safety evaluations will be based on recommended standards established in the American Conference of Governmental Industrial Hygienists.

## **ARTICLE 14 - ENVIRONMENTAL PAY AND HAZARDOUS DUTY PAY**

### Section 14.01 – Overview

- The Employer agrees that if menial or dirty tasks or work, which is generally recognized as undesirable, is assigned to Unit employees, such assignments will be made in an equitable manner. It is further understood that the Employer will not assign menial or dirty work as a disciplinary or retaliatory measure.

### Section 14.02 – Environmental Differential Evaluation

- A. The Employer shall maintain the objective of eliminating or reducing to the lowest possible level all hazards physical hardships working conditions of an unusual nature.
- B. When such action does not overcome the unusual nature of the hazard, physical hardship, or working condition, an environmental differential shall be paid in accordance with applicable law, rule, and regulations.
- C. The Employer will maintain appropriate documentation of an environmental differential evaluation that impacts bargaining unit employees.
- D. The union can request, under the Statute, a copy of such documentation.

### Section 14.03 – Environmental Differential Pay

- It is further agreed that supervisors, when assigning employees to work for which environmental differential pay is indicated will: so notify the employees. Failure of the supervisor to notify employees or disagreements on entitlement of Environmental Differential Pay may be subject to the grievance procedure. However, it is agreed that such issues may be referred to the Safety Officer for resolution prior to use of the grievance procedure. When this is done, the time period for filing a grievance shall begin when the employee receives the reply issued by the Safety Office.

### Section 14.04 – New Hazard Pay Differential

- Should the Head of the Agency decide to request that the Office of Personnel Management (OPM) consider establishing a rate of hazard pay differential not currently in existence, and that rate of pay would impact bargaining unit employees, the Union shall be so notified in writing. The Parties recognize that the authority to establish a new rate of hazard pay differential resides with OPM and not the Employer.

### Section 14.05 – Cancellation of Hazard Pay Differential

- When the Employer determines that a basis for environmental differential pay currently being paid to bargaining unit employees no longer exists the Employer will notify the Union in writing of this change.

## ARTICLE 15 - SECURITY

### Section 15.01- Security Camera Usage

- A. The Parties recognize that the Employer has installed permanent cameras in various locations on the Coast Guard Base located in Elizabeth City, as part of a National Security initiative for security reasons. The Employer and the Union agree that the images provided by these permanent cameras will not be used for the sole purpose of taking disciplinary action against a bargaining unit employee at any of the Commands represented by the Union, with the exception of Law Enforcement matters.
- B. The Employer agrees surveillance cameras will not be used to monitor official Union activity.
- C. If evidence from surveillance cameras is used to propose disciplinary action against an employee, the employee and his/her designated Union representative will be provided an opportunity to view such evidence. The Parties recognize the Employee may be represented by the Union in subsequent administrative proceedings and discussions between the Employer and the Employee.
- D. Areas subject to surveillance cameras, other than hidden or covert cameras, will be posted with a sign in the vicinity of the camera(s).



## ARTICLE 16 - PARKING

### Section 16.01 - Parking

- A. The employer will strive to maintain adequate parking for all bargaining unit employees. The Commanding Officer or designated representative of each respective command is the final resolution authority for all related parking issues in concert with the governing Coast Guard Base Elizabeth City instruction. This includes parking for official, handicapped / special handicapped, bicycle, motorcycle, Cushman, and other vehicles. The Parties recognize that, because the Coast Guard Base in Elizabeth City is comprised of multiple commands, several of which employ bargaining unit employees represented by the Union, it may be necessary for the Employer to re-direct parking issues to a different command for processing.
- B. All changes, maintenance, construction, and operation of parking facilities are subject to availability and resources. Related changes, which impact the working conditions of Bargaining Unit Employees, are subject to negotiation in accordance with Article 4. Alleged violations of the Employer's parking regulations may be brought to the attention of the Commanding Officer or his designee of each respective command. This does not wave an employee's right to appeal a citation.

### Section 16.02 - Work Site Parking Areas

- All officially designated parking areas used by bargaining unit employees on a regular basis will be hard-packed or paved. This does not include temporary parking areas, emergency parking areas, or parking areas established in support of unique or special events.

### Section 16.03 - Handicapped Parking

- The Employer will comply fully with applicable Federal requirements for handicapped parking, and will, where possible, provide handicapped parking most convenient to the work site.

### Section 16.04 - Designated Parking

- The Employer agrees to provide designated parking for car pooling, including TRAFFIX vehicles, by permit with limited access until 9:00 a.m.; Employee of the Quarter (Three (3) month duration permit) and Employee of the year (twelve (12) month duration permit) where applicable; one (1) designated parking space adjacent to the building 86 (Union office), and one (1) Handicapped parking space adjacent to the ramp which is located at building 86 (Union Office).

## ARTICLE 17 - VEHICLE USAGE

### Section 17.01 – Vehicles

- A. Employees who are required to use their personal vehicles for conducting official government business can request reimbursement in accordance with applicable travel regulations.
- B. An employee may request a government vehicle in the conduct of their work, in accordance with BASEECITYINST 11240.1 and COMDTINST M11240.9C.
- C. Employees will be required to obtain or possess a government motor vehicle operator's license when necessary for the performance of assigned duties.
- D. When an employee is required to meet with Agency management officials to brief on a vehicle mishap, the employee may be accompanied by a union representative if the employee reasonably believes disciplinary action is forthcoming and the employee requests the presence of a union representative.
- E. Employees will report any problems associated with government vehicles to their immediate supervisor or motor pool dispatch for further investigation. The Employer will investigate the matter and take the action that is determined necessary by the Employer.
- F. Union representatives may continue to be authorized the use of a unit government vehicle, when available, for conducting officially approved representational duties and for participating in Command sponsored training, consistent with current practices. Use of a government vehicle for such purposes must comply with applicable Federal regulations.

## **ARTICLE 18 - PROMOTIONS, DETAILS, AND VACANCY ANNOUNCEMENTS**

### Section 18.01 - Promotions, Details, and Vacancy Announcements

- A. The Parties agree that all promotions and details of employees in the Unit to positions in the Unit will be governed by COMDTINST 12335 (Series) and 12300 (Series) respectively, as supplemented by this Article. Prior to implementing changes in the referenced instructions or the online self-certification vacancy announcement application procedures, which affect Unit conditions of employment, the Union will be afforded the opportunity to negotiate regarding such changes in accordance with Article 4.
- B. Management will utilize, to the maximum extent possible, the skills and talents of its employees. In filling vacant positions, first consideration will be given to all Employees of the Elizabeth City Coast Guard Complex. It is further agreed that the selection of employees to fill vacant bargaining unit positions will be in accordance with Coast Guard policy and Federal Regulations.
- C. The Employer's policy is that each vacancy will be staffed with a highly qualified candidate and that promotion will be based on merit principles and without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or non-disqualifying physical or mental disability. Union affiliations, personal favoritism, or sexual orientation are not appropriate factors for consideration in promotion selections. The Coast Guard policy does not guarantee promotion but is intended to ensure all employees receive fair and equitable consideration for promotion opportunities.

### Section 18.02 - Personnel Actions Covered by Merit Promotion

- A. Competitive procedures shall apply to all promotions under 5 CFR 335.102 and to:
  - a. Time Limited promotions for more than 120 days to higher graded positions (prior service during the preceding 12 months under noncompetitive time-limited promotions and noncompetitive details to higher graded positions counts toward the 120-day total). A temporary promotion may be made permanent without further competition provided the temporary promotion was originally made under competitive procedures and the fact that it might lead to a permanent promotion was made known to all potential candidates;
  - b. Details for more than 120 days to a higher graded position or to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (prior service which counts toward the 120-day total is the same as described in (a));
  - c. Selection for training which is part of an authorized training agreement, part of a promotion program, or required before an employee may be considered for a promotion under 5 CFR part 410;
  - d. Reassignment or demotion to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (except as permitted by reduction-in-force regulations);
  - e. Transfer to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service; and

- f. Reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.
- B. An employee, who is certified to a selecting official for promotion consideration for a bargaining unit position but is not selected, may request to meet with the selecting official for the purpose of discussing how the employee can improve for future considerations. Employee may request a Union representative to attend the post-selection debrief. The parties recognize that the attending Union representative will not be a candidate for the position. Additionally, if requested, the Selecting Official will provide employees who are not selected the following information for the vacancy applied for:
  - a. In what areas, if any, the Employee should improve in order to increase the chance for future selection for advancement.
  - b. Whether the employee's name was on the list from which the election to fill the position was made;
  - c. The vacancy number from which selection was made;
  - d. Where the employee rated on the selection panel form, if a selection panel was used, and the associated cumulative score.
- C. When a bargaining unit employee is interviewed for a vacancy and the vacancy is not filled within thirty (30) days after the date of the interview, the employee can contact the Human Resources Office for information on the status of the vacancy. If the Human Resources Office indicates the announcement has been cancelled, the employee can contact the Selecting Official regarding the status of the announcement. The Selecting Official will indicate whether the announcement will be re-announced, has been cancelled indefinitely, or if no decision has been made.
- D. Vacancy announcements shall be open a minimum of ten (10) calendar days prior to the closing date. The Employer will utilize Coast Guard and Office of Personnel Management (OPM) human resources websites for posting of competitive service vacancy announcements.
- E. Eligibility determinations shall be made in accordance with OPM qualification standards. When applying for an advertised vacancy, employees are responsible for submitting a complete application package, to include qualifications, any special training, and/or educational achievements. The application package shall be submitted in accordance with the requirements specified in the vacancy announcement. Bargaining unit employees determined to be ineligible will be notified electronically and can promptly contact the Command Staff Advisor (CSA) if they believe their eligibility status is inaccurate. Any change in eligibility determination will be promptly processed by the Civilian Human Resources office and the employee will be notified of the change in eligibility.
- F. Eligibility determinations shall be made in accordance with OPM qualification standards. When applying for an advertised vacancy, employees are responsible for submitting a complete application package, to include qualifications, any special training, and/or educational achievements. The application package shall be submitted in accordance with the requirements specified in the vacancy announcement.

Section 18.03 – Career Ladder Positions

- A. The Employer will use career ladder positions where possible to foster opportunities for employees. Progression in career ladder positions is not automatic; employees must earn their promotions by demonstrating the ability to perform at the next higher level and by meeting qualification requirements such as time-in-grade and performance at the Meets level or better in all Core Competencies.
- B. The employee or supervisor may request a meeting prior to the employee's time-in-grade eligibility date for career ladder promotion to discuss the employee's progression. The purpose of the meeting will be to explain the employee's eligibility/ineligibility for promotion.
  - a. The intent is that eligible employees will be promoted at the beginning of the first pay period after the employee completes all requirements for promotion.
  - b. At a minimum, the employee's performance progression will be discussed during performance progress reviews.
- C. An employee in a career ladder position will be provided written performance objectives under the Employer's Excellence, Achievement and Recognition (EARS) Program, or its replacement. As part of the EARS plan, or its replacement, the supervisor will discuss with the employee the necessary task accomplishment, skills attainment, required training, and other pertinent requirements for consideration for promotion to the full performance level of the position.

#### Section 18.04 - Details

- A. Details to positions at the same or lower grade will normally be confined to a maximum of one (1) year in 120 calendar day increments. Details for more than 30 calendar days shall be documented on Standard Form 52 in the Official Personnel File with a copy to the employee. The employee will be advised of the reason for the detail, the nature of the duties to be performed, and the expected duration of the detail.
- B. All details in excess of 30 calendar days to higher graded positions shall be documented on Standard Form 52 with a copy to the employee. If it appears a need will exist beyond 30 continuous calendar days, the Employer will determine the appropriate course of action (i.e., continuing the detail, temporary promotion, rotation of employees). In order to be considered for a temporary promotion an employee must meet the OPM qualification requirements for the position. All temporary promotions, which are in excess of 120 calendar days, will be filled through competitive procedures and will be based on merit.

**ARTICLE 19 - REDUCTION IN FORCE (RIF), TRANSFERS OF FUNCTION (TOF),  
AND DIRECTED REASSIGNMENTS**

Section 19.01 - Procedures

- A. The Employer will conduct any Reduction-In-Force (RIF), Transfer of Function (TOF), or directed reassignment in accordance with applicable laws and regulations and this agreement. These regulations and the provisions of this agreement will be applied uniformly and consistently.
- B. The Employer will establish competitive levels and shall ensure that employees impacted by a RIF are provided bump and retreat rights in accordance with 5 CFR Part 351, Reduction-In-Force.
- C. During a RIF, the Employer will provide service credit for performance in accordance with applicable Coast Guard, DHS, and Federal regulations. The Employer will establish as a minimum a 90-day cut-off date prior to the initial employee RIF notification (see Section 19.01(H)) after which no new appraisals will be used for this purpose. These provisions shall be implemented in accordance with 5 CFR Part 351.
- D. The Employer agrees to use minimum Office of Personnel Management (OPM) qualification requirements when filling positions through RIF unless otherwise waived in accordance with 5 CFR Part 351. This does not imply that management may not establish additional qualification requirements for specific positions.
- E. The Employer agrees to consider alternatives to a RIF which do not result in displacement of employees such as the use of attrition, reassignments, details, requesting early retirement authorization, discontinued service retirement, etc. In addition, employees eligible for discontinued service retirement will be afforded the opportunity to apply in accordance with regulations of the OPM.
- F. The Employer will provide notice to the Union of any decision to conduct a RIF, TOF, or directed reassignment that will result in bargaining unit employees being declared surplus. Such notice will be at the earliest practicable date. At minimum, the Union will be given the reason for the action that will result in employees being declared surplus, the approximate number of employees who may be affected initially, the types of positions anticipated to be affected initially, and the anticipated effective date of the action. Upon request, the Union will be provided a briefing in connection with any decision that will result in bargaining unit employees being declared surplus. In addition, for reductions in force, the Union RIF Coordinator will be given a copy of the retention register, if requested, and will be permitted the opportunity to meet with impacted employees to review Official Personnel Folders. The Union agrees to maintain the confidentiality of the records in accordance with the Privacy Act requirements. The Employer will provide RIF, TOF, or directed reassignment information to the Union on an on-going basis to keep the Union informed of important developments so that the Union can perform its representational duties. The Parties agree that declaring an employee surplus does not reflect on the character of the employee nor does it have bearing on the employee's retention standing.
- G. The Employer agrees, to the maximum extent practicable, to utilize vacant positions to minimize the adverse effect on employees affected by the RIF.

- H. Unless OPM grants an exception in accordance with 5 CFR Part 351, the Employer will provide no less than a sixty (60) day notice to affected employees. The Employer will provide information to aid employees in understanding the RIF including how and why they are affected. Employees will also receive information about severance pay, unemployment insurance, placement programs, and other entitlements.
- I. The Employer will recognize the Union's designated RIF Coordinator. The Coordinator will serve, as the Union's point-of-contact for all RIF-related matters. The Coordinator will also interface with Civilian Personnel and managers to assist in resolving RIF's questions and complaints. The amount of official time used by the Coordinator will be reasonable. The Employer agrees to include the RIF Coordinator in all RIF/A-76 related meetings with Bargaining Unit personnel to which the Union has a legal right to be in attendance.
- J. All affected employees will be afforded full placement rights in accordance with applicable regulations and DHS/Coast Guard policies. In addition, depending on the nature and scope of the RIF, the Employer may provide additional employee services such as job training, employee job fairs and assistance in resume/application writing. The Employer may also provide notification to major employers in the geographical area of the types of employees to be released, request that the State Office of Unemployment Compensation Benefits visit on-site to take applications, and consult with the State to arrange for Job Training Partnership Act services. These services will be provided to employees during normal working hours when at all possible. In accordance with applicable regulations and DHS/Coast Guard policies, employees will be granted administrative leave to participate in these services and to pursue other job training and job search options.
- K. Directed reassignments outside of the commuting area may be necessary when the needs of the Employer dictate such reassignment. The Employer will ensure that employees faced with a directed reassignment will be afforded all notices and benefits as set forth by applicable regulations and this agreement.
- L. Employee appeals of RIF actions shall be excluded from the negotiated grievance procedure.

## **ARTICLE 20 - EMPLOYMENT OF RELATIVES**

### Section 20.01 - Employment of Relatives

- A. The Parties recognize that Federal regulations prohibit nepotism. Specifically, 5 USC Section 3110 provides that a public official may not advocate a relative for appointment, employment, promotion, or advancement, or appoint, employ, promote, or advance a relative to a position in an agency in which the public official is employed or over which he or she exercises jurisdiction or control.
- B. 5 USC Section 3110 defines a “public official” as an officer (including the President and Member of Congress), a member of the uniformed service, an employee and any other individual, in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals, or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in an agency.
- C. Nepotism restrictions do not prohibit the appointment of a preference eligible veteran whose name is in reach for selection on an appropriate certificate of eligibles when an alternative selection cannot be made from the certificate without passing over the preference eligible and selecting an individual who is not a preference eligible. Additionally, an exception is provided by regulation when it is necessary to meet urgent needs resulting from an emergency posing an immediate threat to life or property, or a national emergency; however such appointment may not exceed thirty (30) days, with the option of one additional thirty (30) day extension.



## **ARTICLE 21 - POSITION DESCRIPTIONS AND CLASSIFICATION**

### Section 21.01 – Position Descriptions

- A. The Employer agrees that, to the maximum reasonable extent, all employees in the Unit, consistent with operational requirements, will be given fair and equitable treatment with regard to job assignments.
- B. Newly hired employees will be furnished a copy of their current written job/position description, normally within thirty (30) days, or as soon as practicable after reporting to work. An employee will be furnished a copy of any updated, changed, or corrected job/position description normally within thirty (30) days of the final signed position description being received by the command.
- C. Job/position descriptions shall reflect the major duties and responsibilities assigned to employees. Permanent changes to major duties and responsibilities shall be incorporated into job/position descriptions within a reasonable period of time. It is recognized that in addition to the duties described in job/position descriptions, the Employer has the statutory right to assign other duties, which may be required to resolve workload changes or organizational needs. The assignment of other duties shall not be used to circumvent merit promotion or detail procedures covered in this contract.
- D. Disagreements between an employee and the Employer concerning the accuracy of a position description shall first be discussed between the two Parties and, if agreement cannot be reached, the employee may pursue the matter through the grievance procedure.

### Section 21.02 – Classification

- A. If a classification action results in a reduction in grade or pay, the employee may file a grievance through the negotiated grievance procedure, or he/she may file a classification appeal as described in Section B below.
- B. An employee of the Unit may file a classification appeal at any time concerning the title, series, and grade level assigned to his/her position as follows:
  - a. General Schedule (GS) employees may appeal to Coast Guard Headquarters and then, if dissatisfied, to OPM, or they may appeal directly to OPM.
  - b. Wage Grade employees must appeal to Coast Guard Headquarters first, and then, if dissatisfied, to OPM.
  - c. The Employer agrees to provide guidance to the employee on the classifications appeal process.
- C. The Employer agrees that all positions should be reviewed regularly to ensure positions are needed and accurately described. Such reviews shall normally take place in conjunction with the development of the annual performance appraisal plan; in any event, not less than once in each twelve (12) month period.

## ARTICLE 22 - PERFORMANCE APPRAISALS

### Section 22.01 – Overview

- The Parties understand that during the life of this Agreement the Coast Guard will be implementing the Department of Homeland Security Performance Management System. Prior to implementation of the new performance management system the Union will be noticed and provided the opportunity to bargain, as appropriate.

### Section 22.02 – Core Competencies and Workplan

- A. The Employer will select Core Competencies (CC's) and establish performance plans for each employee. Employees shall be afforded an opportunity to provide input and jointly develop their CC's, though it remains a final management responsibility for approval. Core Competencies and performance plans must be communicated to each employee in writing and followed up with discussion. The Parties agree to conduct joint Union and management training on the performance management system as needed.
  - As the first step in preparing a final rating, the supervisor shall give the employee ten (10) calendar days to provide a written statement of accomplishments (Self-Assessment) in fulfilling the plan. The statement may be made in any appropriate format (e.g., narrative, bullet, or list) and may include discussion or elaboration of assorted factors limited to the spaces designated on the form. The rating and approving officials shall consider this input. Providing an employee input statement is voluntary on the part of the employee.
- B. Core Competencies will be consistent with the duties and responsibilities contained in employees' position descriptions. Performance plans will, to the maximum extent feasible, permit the accurate evaluation of job performance on the basis of objective criteria. Rating Officials and Approving Officials do not have the option of assigning weights to the core competencies. The performance plan shall be in writing and a copy provided and discussed with each employee normally within the first thirty (30) days of the appraisal period or after the employee has received his/her performance appraisal.
- C. The Civilian Personnel Office (Command Staff Advisor) will orient new employees normally within thirty (30) calendar days of employee in-processing regarding the performance appraisal system. The Employer agrees to discuss the performance plan with employees and to assist employees in improving unsatisfactory work performance. Employees are encouraged to discuss their work with their supervisors and to seek guidance and assistance as necessary. The Employer agrees to provide general examples of performance at the Exceeds Level, at the employee's request, for any of their core competencies during the initial performance discussion, progress reviews, or final Rating of Record discussion. These general examples shall be reasonably attainable based on the employee's assigned duties and are not intended to be all-inclusive.

### Section 22.03 – Progress Reviews and Discussions

- A. Progress reviews and final Ratings of Record which contain information such as customer surveys or other input must be identified and communicated to the employee, indicating that this data was used in part for determining the appraisal results. If the employee disagrees with the customer surveys, feedback, or data, the employee may provide a written response, which becomes part of the performance appraisal.
- B. Performance appraisals are prepared on an annual basis unless another period is determined to be more appropriate by the Employer in accordance with DHS and Coast Guard regulations.
- C. Within thirty (30) calendar days of the Rating of Record approval, the completed appraisal shall be discussed with the employee. The employee shall be asked to sign and date the appraisal. The employee's signature does not indicate agreement with the rating, and the rating is official even if the employee does not sign it. The employee shall receive a copy of their appraisal this meeting. After the final Rating of Record discussion, an employee may submit written comments to be filed with the appraisal, which becomes a part of the record. The final appraisal of the employee's performance for the most recent appraisal period will be considered the appraisal of record until replaced by another appraisal.
- D. Informal discussions, including reviews of performance to determine progress and problems, are a normal part of supervision and should occur throughout the appraisal period. Where there is a twelve (12) month appraisal period, there will be no less than two documented progress reviews, approximately one-third and two-thirds way through the period. Rating Officials are also strongly encouraged to provide ongoing feedback in addition to the scheduled progress reviews.
- E. Progress Reviews are considered to be official, documented discussion(s) between the Employee and his/her Supervisor about the Employee's performance during the appraisal period. The supervisor shall give the employee ten (10) calendar days to provide written comments after each progress review. The Supervisor, during progress reviews, will communicate accomplishments achieved and/or performance deficiencies identified to date, during the current performance cycle. Any changes in performance during the rating cycle will be communicated to the employee. Communications between the supervisor and employee will include objectives that cannot be rated due to circumstances beyond the employer's control (e.g., budget reductions, program terminations, manpower reductions).
- F. Rating Officials shall document all progress reviews on the designated performance appraisal form. The documentation shall reflect that a discussion took place and shall summarize the progress review. If the employee disagrees with the Supervisor's progress review, he/she may provide comments of rebuttal in the space provided on the form. Upon request, the Employee will be provided a copy of the documented progress review.
- G. The Rating Official shall provide a written Interim Rating of an Employee's performance whenever requirements for an interim rating are met in accordance with COMDTINST M12430 (Series).

- H. Initial Discussion, Progress Reviews, and Rating of Record discussions shall be conducted during normal business hours. Firefighter's normal work schedule hours are during the first eight hours of their duty day. The employer shall afford the Employee ample time for any performance-related discussion. To the maximum extent possible, the Employer will provide the Employee on day notice prior to scheduling the Rating of Record discussion, which will allow the employee ample time to prepare questions for the meeting(s). Where the Supervisor and the employee are co-located within the commuting area, initial discussions, progress reviews, and Rating of Record will be conducted via face-to-face discussion with the employee. A copy of each documented progress review discussion will be offered to the employee following the discussion.
- I. Forced distribution of ratings and or quotas for ratings is not permitted at any rating level. This prohibition does not prevent management from making distinctions among employees or groups of employees based on performance for other purposes (e.g. for award determination).

#### Section 22.04 – Performance Improvement Plans

- When an employee is deemed to be performing at an unacceptable level, the employee will be notified in writing of his/her unacceptable performance, what action must be taken to improve his/her performance to an acceptable level, and what assistance will be provided by the Employer to help the employee to improve performance (e.g., counseling, training, closer supervision, period reviews of work). The employee will be advised that if performance does not improve to an acceptable level, a reassignment, reduction in grade, or removal action may be taken. The employee will be given at least forty-five (45) calendar days in which to bring his/her performance up to an acceptable level. At the end of the performance improvement period, the employee will be reevaluated and informed in writing of their performance. If the performance has not improved to an acceptable level and corrective action is necessary, the Employer may initiate a performance based action and give the employee a written notice of the proposed action, i.e., to reduce in grade or remove. The letter will set forth, in detail, the basis for the action. Such notice will be given to the employee at least thirty (30) calendar days in advance of a decision on the proposed action and will include a statement of the employee's right to representation. The employee will have ten (10) calendar days in which to respond to the proposed notice. The decision to take action will be based on the reasons described in the proposed notice. Employees may seek and receive Union representation at any step of a performance-based action, but not in the Performance Improvement Period.

## **ARTICLE 23 - WITHIN GRADE INCREASES**

### Section 23.01- Within Grade Increases

- A. An employee paid below the top step of his/her grade earns an advancement in pay (Within Grade Increase (WGI)) to that grade's next higher step upon meeting the following requirements:
  - a. Employee's performance is at an acceptable level of competence ("Meets" or better).
  - b. Employee has completed the required waiting period for advancement to the next higher step of the grade.
  - c. Employee has not received an equivalent increase during the waiting period.
- B. If an employee's within grade increase is withheld, the employee will be notified in writing of the basis for the negative determination and the specific performance improvements required for the employee to earn the WGI. An employee must have had at least ninety (90) days to demonstrate acceptable performance before an acceptable level of competence determination is made.
- C. An employee whose WGI has been denied can request reconsideration of that determination:
  - a. If the consideration decision is negative, a GS employee can file an appeal with the Merit Systems Protection Board but cannot file a grievance under the negotiated grievance procedure.
  - b. A Federal Wage System (FWS) employee (Wage Grade employee) can grieve a negative decision of a reconsideration request under the negotiated grievance procedure.
  - c. An employee, whose request for reconsideration is denied and believes the basis to be discrimination, can file an EEO complaint.

## **ARTICLE 24 - EMPLOYEE AWARDS AND RECOGNITION**

### Section 24.01 - Overview

- A. The Parties understand that during the life of this Agreement the Coast Guard will be implementing a new Awards and Recognition algorithm. Prior to implementation of the new algorithm the Union will be noticed and provided the opportunity to bargain, as appropriate. During Negotiations, it was agreed that, Negotiations on this matter would take place at a National level between the Parties respective up-lines rather than locally as it will be a Nationwide Program for all Coast Guard locations. The parties hereto will be advised as soon as practical after its completion.
- B. The Employer may grant performance awards as one-time cash payments outside basic pay to motivate employees by recognizing and rewarding those who attain high levels of performance of value to the organization. Employees have no entitlement to an award; an award will be subject to budgetary limitations and will be made at the Employer's discretion.
  - a. Eligibility. An employee, who occupies a position covered by an approved performance plan on the last day of the current appraisal period, including any extension needed to meet the minimum ninety (90) day requirement, is eligible for a performance award. An employee shall not be granted a performance award if:
    - 1. The employee was not in a pay status for at least ninety (90) days; or
    - 2. The employee's performance is rated "fails to meet".
- C. With the available funds in the organization's awards program, the Performance Incentive Pay Official (PIPO) may grant performance awards to all employees who receive a "meets" or "exceeds" rating of record, taking into consideration various circumstances during the rating period. Such circumstances for any exceptions are disciplinary actions, extended sick leave, insufficient award justification, leave without pay, length of time in position, long-term full-time training, and promotion.
- D. All performance award recommendations will be justified in writing and submitted on the optional form "Nomination form for A Performance-Related Award" provided in enclosure (2) of COMDINST 12430.6 (Series). Nominations for awards shall be supported by a written justification under pre-established eligibility criteria.
- E. Performance awards and/or quality step increases are not automatic, even if the rating of record is "exceeds". Approval of performance awards and QSI's shall be by the PIPO or his/her designee who is at least one level above the immediate supervisor.
- F. The employer agrees to inform employee of approved performance award when the PIPO has approved award recommendation.
- G. The employer will make the award disbursement date known to employees when it is known. All efforts will be made for timely disbursement of awards in order to ensure recognition is tied to performance.
- H. The employer will provide approved award data to the Union within thirty (30) days after the PIPO has forwarded the Command listing to CG832. The data

provided will include the award amounts for GS/WG/WL/WD grade levels and the grade level's cumulative total, as well as the cumulative total for bargaining unit employees.

- I. The employer shall establish an award amount for bargaining unit employees by grade level. The amount for each grade will be determined using an algorithm that considers WG/WL/WD Step 3, GS Step 5, Fire Fighter base pay Step 5 annual salary, number of approved awards at each grade, each grade level's extended annual salary for approved awards, the extended annual salary's percentage of the sum of extended salaries, and the approved award pool.
- J. The bargaining unit employee performance award pool will be established, by Command. Each pool will be based upon the percentage of each Command's prior year allotted award pool that was approved for prior year bargaining unit employee performance awards.
- K. A Civilian Employee of the Year award will be established for both GS and WG workforce, with nominations being made by a supervisor or employee peer. Command Instruction will establish the application and review process.
- L. All award programs will be comply with established regulations and instructions.

## ARTICLE 25 - TRAINING

### Section 25.01 – Overview

- A. The Agency will follow all applicable laws, regulations, and internal policies:
  - COMDTINST 5357.1(Series)
- B. 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.
- C. The Employer will seek to develop a well-trained workforce consistent with operational needs, available funding, resources, and time. Pursuant to this objective, employees may request training or professional development they believe is appropriate and beneficial to the organization. Training will be provided or funded by the Employer based on operational needs (including training to remedy performance deficiencies). Training will not be used as a reward or punishment. The intent is to provide training based on business reasons and not personal relationships. One factor that may be considered in determining training requirements is an employee's ability to do the assigned job. The Parties recognize that the Employer retains the right to determine training needs. Training will be provided in a fair and equitable manner.
- D. Types of employee training that may be considered are on-the-job training, formal classroom training, continuous education training, and other job-related instructional methods. The Employer shall directly assign training requirements. Where no formal training records or Individual Development Plans are maintained, employees can annotate successfully completed training in the Employee Input section of the Annual Performance Evaluation. When new technology is introduced in the workplace, training, as deemed necessary by the Employer, will be provided.
- E. All training covered under this Article is subject to the availability of funding.



## ARTICLE 26 - EMPLOYEE SERVICES

### *Section 26.01 - Overview*

- A. The Employer agrees to provide outdoor, sheltered areas, with picnic tables and benches, where smoking is permitted. These areas are to be located near areas of employee concentration.
- B. The Employer agrees “lunch runners” are permitted for the purpose of advanced purchases for the lunch break. At management’s discretion, one lunch runner may be selected per supervised area with a total of thirty (30) minutes allotted.
- C. The Employer may grant fifty-nine (59) minutes excused absence to attend the funeral of a “current” command employee. Any time over fifty-nine (59) minutes requires approved leave by the supervisor.
- D. Employees shall have access to an indoor, designated area, which is dry, heated, lighted, and well ventilated in which to eat their lunch or take a break. The Parties recognize this space is not to be used for smoking, and may not be available in every workspace. Employees who do not have access to such space in their work area will be permitted to use non-secured space in adjacent buildings.
- E. Employees who work in industrial areas will be allowed five (5) minutes before lunch for personal hygiene. Employees, whose work assignment requires the wearing of protective clothing or disassembly of inducted aircraft, will be allowed an appropriate amount of time to clean up prior to lunch. Management may, on a case-by-case basis, allow additional time for cleanup as necessitated by work assignment. At the end of an employee’s workday, fifteen (15) minutes is allowed for cleanup, tool control, and personal hygiene. This provision does not allow Employees to leave the work site prior to the end of the normal workday. This provision is not intended to be used as a break period.
- F. The employer will comply with all requirements of the Uniformed Services Employment and Re-employment Rights Act (USERRA). Employees who maintain an active membership in the Reserves / National Guard will have the support of the Employer to the extent provided by law. Employees will provide the Employer with as much advance notice as possible for all military duty that will result in an absence from work.

### *Section 26.02 – Vehicle Damage*

- In the event that a privately owned vehicle (POV) is damaged as a result of a random vehicle search, industrial processes, or other Coast Guard related activities, an employee may file a claim with the Employer for damage done to their POV.

## **ARTICLE 27 - WORKERS' COMPENSATION**

### Section 27.01 – Overview

- A. The Federal Employees' Compensation Act (FECA) provides compensation benefits to Federal employees for disability due to personal injury or disease sustained while in the performance of official duties and provides for payment of benefits to dependents if a work-related injury or disease causes an employee's death.
- B. Employees will report all injuries received on the job as soon as possible to their supervisor.
- C. The Employer agrees to provide employees injured on the job access to the appropriate compensation forms and will advise and assist employees in filing the applicable compensation forms. Such assistance will include an explanation of the benefits and options available to the employee under the Federal Employee's Compensation Act. The Employer will ensure the properly completed forms are promptly forwarded to the Department of Labor for processing.
- D. Information maintained by the Employer relating to the employee's compensation claim may be released to the employee or his/her physician or personal representative provided the employee has submitted a written authorization to the Employer allowing release of the information to the physician or personal representative.
- E. An employee may obtain the services of a personal representative when filing or pursuing a claim for compensation in connection with an on-the-job injury or occupational disease. Such representative can be an attorney or union representative but cannot be a Federal employee unless that person is an immediate family member of the injured employee or is acting in his/her official capacity as a union representative.
- F. The Employer will continue to electronically post information pertaining to employee rights and responsibilities in connection with on-the-job injuries/occupational diseases on the Office of Civilian Human Resources web page.
- G. Light duty assignments in connection with an on-the-job injury or occupational disease will be carried out in accordance with applicable regulations of the Department of Labor, Office of Worker's Compensation Programs (OWCP).

## **ARTICLE 28 - OFFICE RELOCATION AND MOVES**

### ***Section 28.01 – Overview***

- A. The Parties agree that this Article will cover the process for all office relocation and moves. Prior to effecting any relocation or moves under this Article the Employer will notify the Union.
- B. The Employer agrees to provide employees with suitable offices that are commensurate with their duties and responsibilities. General Services Administration Guidelines will be utilized to the extent possible when determining space requirements. The Employer will endeavor to maximize office space utilization in an equitable manner.
- C. At all times, a suitable office work environment will be maintained in the Employer's buildings and facilities. Temperature, humidity, lighting, and fresh air will be regulated to established standards and guidelines for safety and energy efficiency to ensure the comfort and productivity of employees. Both Parties recognize that where industrial facilities exist that are not environmentally controlled, employees working in those areas are subject to prevailing environmental conditions typical of industrial areas.
- D. When procuring office furniture and equipment, such items will be safe and functional, and to the extent practical, ergonomically designed. Adequate storage will be provided, either through space at the employee's workspace or through a centralized storage area within the work area. Employees will be provided with Coast Guard approved office automation equipment, peripherals, and software commensurate with their duties.
- E. The Parties agree that the physical movement of individual or organizational groups of bargaining unit employees may be necessary due to reorganization, or to promote the efficiency of operations and/or the efficient use of allocated office space. The Employer agrees that no steward will be reassigned from one work shift or location without first notifying the Union Chief Steward
- F. The Employer agrees to meet with the Union during the quarterly facility walkarounds or when facilities changes are planned and the Union requests to meet to discuss those changes. Space and facilities utilization, including short and long-term Employer space requirements will be discussed. Both parties agree to document actions, which require resolution and action plans will be developed where applicable.
- G. Where groups are moving or space is being reconfigured, the Employer will solicit Bargaining Unit employee input when assigning individual office space to Bargaining Unit employees within organizational units. When two Bargaining Unit employees desire the same work space, the "tie breaker" will be decided based on grade and then on seniority using Civilian Entrance on Duty date with the Coast Guard. When the tie is broken, the higher-graded, most senior employee receives first choice in the allocation of space.
- H. All safety requirements regarding egress and fire safety will be adhered to.

- I. If possible, employees shall keep the same telephone number and telephone service(s). Dedicated telephone lines for TDD's will be installed and working prior to moving Employees with hearing impairments. If a hearing-impaired Employee shares a telephone line with hearing Employees and that line becomes dedicated as a TDD only, another phone shall be installed for the hearing impaired employees, as appropriate.
- J. Bargaining unit employees shall have the opportunity for first choice in selecting office space/cubicles over contractor employees in the same division or Branch.

## **ARTICLE 29 - BULLETIN BOARDS**

### Section 29.01– Bulletin Boards

- A. The Employer agrees to provide lockable bulletin boards for Union use in accessible locations throughout the commands to include offsite locations.
- B. All official notices will be signed and dated by the Union Chairperson. Prior approval for posting will not be required, but the Union agrees it will not post any material, which is libelous, scurrilous, or abusive. The Union will bear the cost of any material posted.
- C. The Union is responsible for posting and removing approved material on such bulletin boards and for maintaining them in an orderly condition.

## ARTICLE 30 - TRAVEL

### Section 30.01 – Overview

- A. The Employer agrees that applicable laws and regulations will cover employees required to travel. The Parties agree to maintain a travel policy in accordance with Coast Guard, DHS, and U.S. Comptroller General guidance.
- B. The Employer agrees to equitable trip rotation among similarly situated and qualified employees. Hours of work for travel will be determined in accordance with applicable regulations.
- C. The employee will be required work the standard schedule at the temporary work site. If an employee is TAD/TDY on a scheduled day off, overtime, compensatory time, or rescheduling the day off will be accomplished. The employee is required to change the work schedule to the standard eight (8) hour schedule for the entire pay period while assigned TDY.
- D. Employees are required to obtain a Government Travel Credit Card (GTCC) if they anticipate traveling more than two (2) times a year. Employees having a GTCC are expected to use the charge card for purchases or to obtain a cash advance for actual out-of-pocket expenses related to official travel (e.g., lodging, meals, incidental expenses, vehicle rental, and transportation costs). The GTCC is to be used only for expenses directly related to travel on official government business. The GTCC is not a personal credit card. Failure to properly use or safeguard the GTCC may result in the initiation of disciplinary action. Failure to timely pay GTCC bills can also result in the initiation of disciplinary action.
- E. Where an employee is required to use the GTCC and the credit card vendor requires a check of the employee's credit history, the results of this credit inquiry will not adversely affect the employee's performance evaluation or desirability for employment. The credit card vendor is responsible for safeguarding the employee's private information.
- F. Final travel claims will be submitted within three (3) workdays of completion of TDY. If an employee chooses to use the GTCC for a trip that is expected to exceed twenty-one (21) days, the employee must submit interim travel claims.
  - If selected by the employee and available, credit card debts may be paid by split disbursement, with the government forwarding the amount indicated by the employee on the claim form directly to the servicing credit card company.
- G. Except for circumstances beyond the Employer's reasonable control or ability to anticipate, employees who are assigned to go on extended TDY (Over thirty (30) calendar days) will be notified at least two (2) weeks in advance.
- H. The Employer agrees that any changes to the current GTCC program that change conditions of employment for bargaining unit employees will be notified to the Union and bargained accordingly prior to implementation.

- I. Union initiated training, as provided for in Article 5, is not appropriate for issuance of a travel order.

## **ARTICLE 31 - PRIVACY ACT AND OFFICIAL RECORDS**

### Section 31.01 – Overview

- A. Employees will not be required to waive any legal rights afforded under the Privacy Act in accordance with law, rule, and regulation.
- B. Employees will have access to their official Personnel folders through the e-OPF system. Official Personnel Folders (e-OPF) will be collected, maintained, retained, and purged in accordance with law, government-wide, DHS, and Coast Guard regulations, and this Agreement. This will include the proper safeguarding of Personally Identifiable Information (PII).
- C. Employees who believe their e-OPF contains inaccurate information should bring the matter to the attention of the Office of Civilian Human Resources for resolution.
- D. Should an outdated disciplinary action record fail to be removed in a timely manner from the Official Personnel Folder (e-OPF), the record will not be used to support any personnel action detrimental to the employee and will be promptly removed upon being brought to the attention of the Employer.
- E. If the Employer maintains a medical record on a bargaining unit employee, the employee will be permitted to review the record upon request and can request a copy of the record under the Privacy Act.



## ARTICLE 32 - DISCIPLINE

### Section 32.01 – Disciplinary Actions

- A. Disciplinary actions are defined as letters of reprimand and suspensions of fourteen (14) days or fewer. A written admonishment or caution, or oral admonishment, is not considered a disciplinary action as defined by COMDINST M12750 (Series). The supervisor will hold a letter of caution or written admonishment for one (1) year; however, upon employee request, the letter of caution or admonishment can be considered for cancellation after six (6) months provided the employee's conduct has been satisfactory.
- B. The Agency will avoid unnecessary delays in initiating and processing disciplinary actions. Employees, that are the subject of an investigation, will normally be notified of such as soon as practical.
- C. Prior to issuing any proposed disciplinary or adverse action, the Agency will normally conduct an investigation appropriate to the alleged offense to determine whether any action is warranted. All employees being interviewed will be told the general subject matter of the interview.
- D. A Union representative will be allowed to be present during an examination or investigatory meeting with the Bargaining Unit member if the Employee requests representation and the Employee reasonably believes disciplinary action may be taken against them.
- E. Discipline will be administered in a fair and equitable manner, consistent with applicable law and regulations and to the extent possible, in a private manner. Disciplinary actions are intended to be corrective in nature.
- F. An employee subject to disciplinary action will be notified of their right to Union representation. Employees declining union representation will sign the Representation Declination, Appendix A. The Union has the right to be present at associated meetings or discussions that meet the requirements of formal meetings under the Federal Service Labor-Management Relations Statute.
  - a. The Employer, upon request, will provide the Union Chairperson a copy of the Representation Declination.
- G. An employee will normally have ten (10) work days to respond to a notice of proposed disciplinary action.
- H. In the event an employee is issued a disciplinary action, that employee must be afforded and made aware of their grievance rights. The Employer shall provide the disciplined employee with all of the evidence relied on for the action.

### Section 32.02 – Adverse Actions

- A. Adverse actions are defined as removal, suspension for greater than fourteen (14) days, reduction in grade or pay, furlough without pay of thirty (30) days or less, and other matters as defined by the Code.
- B. Employees are entitled to Union representation at all conferences or discussions with the Employer concerning proposed adverse actions or any

- conference, discussion, or hearing with the Employer following a letter on such matters.
- C. In the event an employee is issued a proposed notice of an adverse action, the Deciding Official, upon request and prior to the notice of decision, may respond orally or in writing. The information provided will be considered by the Deciding Official. Witnesses, requested by the union and / or considered relevant by the deciding official, shall be called without loss of pay.
  - D. Decisions on adverse actions shall be delivered to the employee at least three (3) workdays prior to the effective date of the action. However, decisions on removals may be delivered on the effective date of the action.
  - E. In the event an employee is issued an adverse action, that employee must be afforded and made aware of their grievance rights.
  - F. Appeals of adverse actions, described in this article, can be processed through the merit systems protection board (MSPB), but not both MSPB and the Grievance process.

## ARTICLE 33 - GRIEVANCE PROCEDURE

### Section 33.01 – Overview

- A. The purpose of this article is to set forth the only procedure available for the Parties and Unit employees for adjusting grievances. The grievance procedure is intended to provide the procedure for resolving grievances at the lowest possible level and the parties to this agreement will promote and pursue these objectives.
- B. Grievance means any complaint:
  - a. by any employee concerning any matter relating to the employment of the employee;
  - b. by any labor organization concerning any matter relating to the employment of any employees; or
  - c. by any employee, labor organization, or agency concerning
    - i. the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
    - ii. any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.” Meetings held under the grievance procedure will be conducted in a professional manner, free of attacks, free from interference, restraint, reprisal, or retaliation.
- C. Nothing in this article shall be interpreted as discouraging any employee and/or their representative from discussing any dissatisfaction, in an informal manner with the immediate supervisor or higher level supervisor(s) prior to filing a grievance. Such discussion will not interfere with the employee’s right to process their dissatisfaction through the grievance procedure.
- D. Failure of a grievant to proceed with a grievance within any of the time limits specific in this article will render the grievance void or settled on the basis of the last decision given by the Employer, unless an extension of time limits has been agreed upon. Failure of the Employer to respond within the prescribed time limits will permit the grievant to proceed to the next step, unless an extension of time limits has been agreed upon.

### Section 33.02 – Scope

- A. This grievance procedure does not cover the following matters:
  - a. Any claimed violation relating to prohibited political activities. (Subchapter III of Chapter 73 of title 5)
  - b. Retirement, life insurance or health insurance.
  - c. Suspension or removal related to National Security matters under 5 USC 7532.
  - d. Suspension or revocation of a security clearance.

- e. Awards: Non-receipt of a quality step increase, the decision to grant an incentive or performance award, or the amount of such award.
  - f. Any examination, certification or appointment.
  - g. A merit promotion rating/ranking which places an employee within selection range consideration, or non-selection for promotion from a group of properly ranked and certified candidates.
  - h. Termination of a temporary promotion or time limited appointment.
  - i. Reassignment or demotion of an employee to a non-supervisory or non-management position during the probationary period required for new supervisors.
  - j. The classification of any position, which does not result in reduction in grade or pay.
  - k. Separation of probationary or temporary employees.
  - l. Oral admonishment, verbal counseling, or Letters of caution or requirement.
  - m. Notice of proposed action, which if effected, would be covered by the grievance procedure (e.g., a notice of proposed suspension).
  - n. The contents of a performance plan (core competencies and optional work plan) under the "EARS" program. This exclusion does not preclude grievances regarding a failure to meet regulatory requirements or failure to meet Coast Guard requirements for joint employee / supervisor participation and performance plan development.
  - o. Memorandums for the Record (document of discussion for recollection).
  - p. Issuance of a Performance Improvement Plan (PIP).
  - q. Matters appealed to the Merit Systems Protection Board (MSPB).
  - r. Fair Labor Standards Act (FLSA) determination on which a complaint may be filed with the Office of Personnel Management.
  - s. Discrimination complaints based on race, color, sex, religion, national origin, or mental or physical disability.
  - t. Reduction-In-Force actions.
- B. The parties recognize that, because the Coast Guard Base in Elizabeth City is comprised of multiple commands several of which employ bargaining unit employees represented by the Union, it may be necessary for the Employer to re-direct a grievance to a different command for processing if the command with whom the grievance was filed does not have the authority to grant the corrective action requested (e.g. Parking, Motor Vehicle issues). The response to Step 1 and 2 will indicate the command for submission to the next step in the grievance process.

- C. Grievances for Performance Appraisals shall be submitted to the performance Reviewing/Approving Official and will be initiated at Step 2 of the Grievance Process.
- D. Grievances for Disciplinary Actions shall be submitted to the supervisor above the Deciding Official and will be initiated at Step 2 of the Grievance Process.

#### Section 33.03 – Grievance Routing Official

- Grievances will normally follow the chain of command. Nothing precludes the Union from raising their objections of a designated grievance deciding official to CG-1214. These objections should be presented in writing (email is sufficient) and provide sufficient information for Workforce Relations Division (CG-1214). If in the future CG-1214 is replaced, the notice will be provided by the responsible Commands designee. to make a determination and must be presented within one (1) day of the designation of a deciding official. CG-1214 will provide the Union with a final decision on the matter within one (1) day.

#### Section 33.04 – Grievance Process

- A. Step 1: An aggrieved employee shall seek resolution of their grievance by orally requesting a meeting with their immediate supervisor, with or without their Shop Steward, within five (5) workdays after the date of the occurrence of the event giving rise to the grievance. The meeting will be held within five (5) workdays of the request to discuss the grievance. If the employee so chooses, the employee may be represented or accompanied by a Union official. Within five (5) workdays following the discussion, a written answer shall be given to the grievant and the Union representative, if the representative has been part of the proceeding.
- B. Step 2: An employee or the Union, not satisfied with the supervisor's answer at Step 1, may submit a formal grievance, by the Chief Steward, to the Division Chief or Designated Representative, within five (5) workdays following the receipt of the answer at Step 1. The grievance shall be submitted and will be documented on the Grievance Form, Appendix (X).
  - a. The second step official shall conduct such investigation, as they deem necessary, to develop additional facts in the case. They shall meet and discuss the grievance with the employee, and Chief Steward, if representing the employee, and any additional personnel they consider necessary within five (5) workdays after receipt of the grievance. The second step deciding official shall render a decision in writing to the employee within five (5) workdays after the meetings, with a copy to the Chief Steward.
- C. Step 3: If the Union is not satisfied with the decision at Step 2 may, within five (5) workdays following receipt of the decision, submit the grievance in writing, by the Shops Chairperson, to the Commanding Officer/designated representative for resolution.
  - a. The third step official may meet and discuss the grievance with the employee and the Chairperson, if representing the employee, and any additional personnel they consider necessary within five (5) workdays after receipt of the grievance. The third step deciding official shall render a decision in writing to the employee within five (5) workdays after the meetings, with a copy to the Chairperson.

- D. The Union will provide a Courtesy copy of all written grievances to Workforce Relations Division (CG-1214). If in the future CG-1214 is replaced, the notice will be provided by the responsible Command designee.

#### Section 33.05 – Agency/Union Grievance

- A. In the case of any grievance which the Union may have against the Employer, or which the Employer may have against the Union, such grievances shall be submitted in writing to the Commanding Officer, or the Union Chairperson as the case may be, within ten (10) workdays after the date of occurrence of the event, giving rise to the grievance, or the date the Party became aware of the occurrence. It shall contain the following:
- a. Statement setting forth the facts upon which the grievance is based; and
  - b. The correction sought.
- B. If no settlement is reached between the Parties within ten (10) workdays from the submission of the grievance, the matter may be submitted, by the moving party, to arbitration. By mutual consent of both parties, the above procedures for mediation may be applied.

#### Section 33.06 – Mediation

- A. If no satisfactory resolution is reached at Step 2, the Parties can mutually agree to use the services of the Federal Mediation and Conciliation Service (FMCS). This process will be used as a non-binding attempt at dispute resolution before the invocation of arbitration. The following shall apply to mediation under this Article:
- a. Each grievance/dispute will be dealt with on an individual basis.
  - b. If the moving Party desires to seek mediation, they will notify the Command Staff Advisor in writing within seven (7) calendar days of receipt of the third step decision letter. If mediation is not mutually desired, the initiating Party will be notified in writing within seven (7) calendar days.
  - c. If mediation is mutually desired, the Employer will contact the FMCS to obtain the services of a mediator.
  - d. The Parties agree to cooperate with the efforts of the FMCS. Cooperation does not imply agreement. However, if there is agreement between the Parties, a Memorandum of Understanding (MOU) will detail time, date, location, issues, and resolution of issues.
  - e. The recommendations of the mediator shall not be used as evidence during any subsequent official, binding third party procedure, such as arbitration.
  - f. The use of the mediation process will serve to suspend the time parameters for invoking arbitration until at least one of the Parties decides the mediation process has not been successful. When one Party unilaterally declares the mediation unsuccessful, it will notify the other Party in writing. Successful mediation is defined as the Parties reaching an agreement that resolves the dispute. The mediation process will end when either the Parties mutually agree that mediation has not been successful or

when one of the Parties declares the mediation process unsuccessful and provides written notification to the other Party.

- g. The case will be closed if the mediation results in satisfactory resolution of the grievance. If the issue is not resolved at mediation, then the moving Party may submit the matter to arbitration within thirty (30) calendar days from the end of the mediation (within ten (10) work days for any grievance which the Union may have against the Employer, or which the Employer may have against the Union). Nothing herein will preclude either Party from attempting to settle grievances informally at the appropriate level. Arbitration will be invoked per the Arbitration provisions of this Article.

## ARTICLE 34 - ARBITRATION

### Section 34.01 – Arbitration

- A. If the Union is not satisfied with the decision rendered at the third step and mediation is not employed, the Union may invoke arbitration within thirty (30) days following either the receipt of the Step 2 decision, the day after the answer was due, or, if the Union desired mediation, the receipt of the Employer's notice that mediation was not mutually desired. Arbitration will be invoked by advising the Commanding Officer in writing that the Union desires the matter to be submitted to an impartial arbitrator.
- B. Within ten (10) calendar days after the request for arbitration is received, the Employer will request the Federal Mediation and Conciliation Service to submit a list of five arbitrators. The FMCS will be requested to provide the Union with a copy of the list of arbitrators. Within ten (10) calendar days after the receipt of the list, the Parties shall meet to select an arbitrator from the list, by mutual agreement or by alternately striking names. The Union will strike the first name.
- C. The arbitration hearing shall be held, as promptly as practicable during the regular workday, at the Employer's facility on a date mutually agreeable to the Parties. All Unit employee participants in the hearing shall be in a pay status, without charge to leave, while participating in the hearing, except that overtime shall not payable. The arbitrator will confine the hearing to the specific issues in dispute. Each party shall bear the expense of its own witnesses who are not employed by the Employer. The arbitrator shall submit his reasoned decision to the Commanding Officer and the Union within thirty (30) days following the close of the investigation into the matter. The decision of the arbitrator is final and binding, except that either Party may file an exception to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.
- D. All fees and expenses involved in the arbitration process such as, but not limited to, the arbitrator's fee and expenses will be divided equally by the Parties. Expenses for services required by one Party, but not the other, will be paid for by the requiring Party.
- E. An arbitrator involved in any case shall not in any manner or form whatsoever, directly or indirectly add to, detract from, or in any way alter the provisions of this Agreement.
- F. Disputes of grievability and arbitrability shall be referred to arbitration as a threshold issue in the related grievance. The title of any article under this contract is indicative of general content only. The wording of each article and section is the governing language for contract interpretation and enforcement.
- G. In order to allow every opportunity for the Parties to settle differences themselves without third party intervention the Parties agree to share all available significant evidence and arguments not already in the grievance case file, prior to submission of the matter to an arbitrator or other third party.
- H. Upon request of either Party, one or two pre-arbitration meetings will be held prior to the scheduled hearing in an effort to resolve the dispute, without intervention. These meetings shall be scheduled sufficiently early to avoid any charge by the arbitrator in the event of a settlement.

### Section 34.02 – Timeliness



- Failure of a grievant to proceed with a grievance within any of the time limits specific in this article will render the grievance void or settled on the basis of the last decision given by the Employer, unless an extension of time limits has been agreed upon. Failure of the Employer to respond within the prescribed time limits will permit the grievant to proceed to the next step, unless an extension of time limits has been agreed upon.

#### Section 34.03 – Scope

- In no case will a grievance under this negotiated grievance procedure be filed with an official outside the five commands subject to this contract (with the exception of an arbitrator or where appropriate, Federal appellate bodies such as the Federal labor Relations Authority, the courts, etc).

## ARTICLE 35 – FIRE DEPARTMENT PERSONNEL

### Section 35.01 – General Provisions

- A. The provisions of this Agreement apply to all bargaining unit Fire Department personnel. Fire Department personnel shall be guided by the contents of this Article.
- B. Fire Department personnel will be given a physical in accordance with Occupational Medical Surveillance and Evaluation Program (OMSEP) standards and medical care as required by law and regulation (including the OPM-X-118 and Coast Guard regulations). The Employer retains the flexibility in scheduling to accommodate vacations/leaves, Kelly Days, and work schedules.
- C. All new Fire Department personnel will receive an initial-uniform allowance for the first year in an amount which coincides with the applicable provisions of 5CFR 591. All payments under this section shall be made only as permitted by and in accordance with applicable law and regulation. Any change in uniforms, will be noticed in accordance with Article 4.
- D. Approved golf shirts and long pants shall be worn when Fire Department personnel leave the station. Fire Department personnel will be permitted to wear approved navy blue t-shirts for dirty work details, emergency responses, training and station wear. Approved navy blue shorts will be permitted for building inspections, normal details, emergency responses, training, and station wear.
- E. Fire Department personnel will be issued an ID card that identifies them as Fire Department personnel with the US Coast Guard Fire Department.
- F. Management will schedule an adequate number of Live Burn Training sessions in accordance with NFPA, NAVAIR, and NATOP requirements to facilitate the employee's "full participate" obligations. The Employer shall consider the severity of weather conditions in scheduling and conducting outdoor training. Upon reporting for duty, a new employee's training needs will be assessed and additional "Live Burn" training may be scheduled for the needs of the new employee(s). Employer strives to ensure that required training is provided in a timely manner. Failure of the employer to provide required training will not be held against the employee.
- G. All training requirements having any condition on continued employment or promotional status shall be communicated on the performance plan and may be discussed more fully during performance progress review.
- H. To ensure that employees have been afforded ample opportunity, materials, equipment, and resources to fulfill their training obligations, management will directly assign training and approve as determined appropriate.
- I. All training that is presented to Fire Department personnel shall be endorsed by the Employer as meeting DHS/USCG Instructions/standards and DoD standards as determined applicable by the USCG or DHS. The Employer shall be responsible for ensuring the accuracy of materials/information that is being taught or presented to employees. All in-house training used to fulfill training obligations will consist of approved curriculums provided by cognizant sources or providers. When the Employer assigns training topics to fire fighters, and requires these topics to be presented on a monthly basis to fellow Fire Department personnel, the Employer shall provide the Fire Department Personnel "presenter" with an approved curriculum, syllabus, or course outline to ensure the training is in accordance with applicable regulations.

- J. Fire fighter personnel shall work 24 hour shifts. The normal shift hours will be 0730 to 0730; however, management reserves the right to change shift hour start time as needed, to accommodate operations and training requirements. Any change in normal working hours will normally be publicized at least 30 days in advance except in the case of a training opportunity which becomes available which does not permit a 30-day notice or in the case of an emergency situation. In the case of the training opportunity, the Employee will provide as much advance notice as possible. In the case of an emergency situation, the Employer may change the hours of work without prior notification.
- K. Because of the unique nature of the work and minimum staffing requirements, employees not reporting for scheduled duty must notify the Duty Assistant Fire Chief of their absence at least 30 minutes before the start of their shift. When there are extenuating circumstances that preclude this notification period, the employee will make every effort to notify the Duty Assistant Fire Chief as soon as possible, but in no case later than two (2) hours after the scheduled start of the shift. If the Duty Assistant Fire Chief is unavailable, the employee may leave a message with the Dispatcher or via voice mail indicating the nature of the call and a number where the Assistant Fire Chief can reach him/her, if they are at a number different from the number on the recall list. The Employer will ensure Dispatchers are aware of the responsibility to receive and relay employee-reporting status to the Assistant Fire Chief. Training drills and bunker drills will not be conducted after 2000. Night drills will be held to the minimum deemed necessary to ensure proficiency of Fire Department personnel.
- L. Requests for vacation are conducted in three (3) separate rounds, with each round approved before advancing to the next round. Vacation periods of one (1) week or more will be submitted no later than 15 December; prior to the upcoming year. Shift Assistant Chief's will normally be responsible for receiving and scheduling vacation requests. Consecutive days vacation picks of one or two weeks will start on a Sunday and end on Saturday; Kelly Day breaks may be included as part of the vacation period. Each employee desiring a vacation will be limited to a 1-week minimum or a 2-week maximum of consecutive days for their vacation period. After all vacations have been scheduled (one 2-week or one 1-week vacations), employees with additional leave to their credit may select available vacation periods. Approval of leave depends on the Employer's determination of whether the requesting employee's services can be spared during the period of requested leave. Employees desiring the same period of vacation will try to resolve the issue between themselves. If they are unable to do so, the individual most senior based on the entrance on-duty date as a Civilian with the Coast Guard, will be given the vacation period. Short-notice emergency annual leave will be handled on a case-by-case basis. Approved vacation schedules will not be cancelled for training. Employees may withdraw scheduled leave to attend training.
- M. In the event of a leave conflict between Bargaining Unit employees, if the senior employee later in the year cancels any portion of any scheduled leave picks, then the employee who did not get their leave pick granted because of seniority, shall be given first right of refusal before the days are opened up to the general population.
- N. An exception to the above leave procedure will be made for all Federal holidays established by law. The holiday rotation list shall only be applicable to first and second round leave picks as addressed above. On those holidays, leave will be approved on a rotational basis to be administered fairly, and equitably by the Employer amongst all Bargaining Unit Fire Department personnel. For purposes of beginning this rotation, the Parties agree that the rotation roster will be set in seniority order based on the entrance on duty date as a civilian with the Coast Guard, with the most senior person being listed first.

- O. A full year leave calendar board will be maintained by the Employer in the Assistant Fire Chief's office. Employees may request to see the calendar board to plan for scheduled leave. Leave calendar will be updated and posted weekly to the Emergency Reporting (Online Records Management System).
- P. The Employer will maintain related holiday rotation records in accordance with this provision, and upon request from a Union representative, will promptly provide a copy to the Union. Unscheduled leave will not normally be approved when such leave creates an overtime situation.
- Q. When an employee's request for leave is disapproved, the reason(s) for the disapproval will be stated in WebTA normally within three (3) workdays of receipt.

Section 35.02 – Overtime, Work Schedules, Facilities, Meetings, and Religious Observances

A. Overtime will be in accordance with Article 7, except as follows:

- 1. The Employer will maintain records of overtime worked by Fire Department personnel in accordance with Article 7. When overtime is deemed necessary by the Employer, the following procedure will apply: (1) First, volunteers shall be sought from the off-duty shift; (2) if there are insufficient volunteers, the rotation list (updated daily as necessary by the Employer) will be used amongst all Fire Department Bargaining Unit employees who are qualified to perform the duties of the position as determined by the Employer. The person with the least total overtime will be required to work. If multiple people volunteer, then the Fire Fighter who volunteered with the least amount of overtime hours will be required to work. All overtime hours worked will be credited to the rotation list. Exemptions are: (a) employees scheduled for vacation or leave; and (b) employees on military leave. Nothing in this Article should be interpreted to limit the Employer's right, as necessitated by an extended shortage of personnel, to require that employees work overtime on their Kelly Day. This shall not be done in an arbitrary or capricious manner.
- 2. Except in emergency situations, fire fighters shall not be expected to work more than 72 consecutive hours. After working 72 consecutive hours, fire fighters will normally not return to a duty status for a minimum of 24 hours.
- 3. When higher graded Fire Department personnel work any assigned 24 hour shift, they shall fill in for absent Fire Department personnel at the position closest to their own grade.
- 4. Kelly Days can be exchanged by employees at the discretion of the Assistant Fire Chiefs.
- 5. Fire Department personnel may exchange hours of duty under the following conditions.
  - 1. Exchange may not result in any overtime expense, unless the overtime expense already existed prior to the exchange of hours.
  - 2. Requests for exchange must be coordinated between employees and their supervisors.
  - 3. Requests for exchanges shall not adversely affect operations or safety.
  - 4. The Parties agree that exchanges are due to employee desires and convenience.

5. Exchanges of hours and Kelly Days shall be accomplished within the same pay period. Exchanges will be documented on the agreed upon form.
6. Only one employee per shift may be on trade/swap time
6. The Employer recognizes the necessity of providing and maintaining reasonably comfortable space for Fire Department employees on duty, to include heating, air conditioning, adequate furniture, and drapes/blinds. It is the Employer's intent to maintain the furniture, bedding, appliances, and kitchenware currently provided by the Employer in the Fire Station, as permissible in accordance with Federal regulations. Employees shall not alter interior decorations or hang any items that can create an unsafe workplace or are in violation with NFPA Life Safety Code 101
7. The Employer will apply the same priority criteria for repairing or replacing Fire Station utilities and/or appliances as is provided to other living quarters throughout Coast Guard Base Elizabeth City. Maintenance problems will be called to the attention of the Assistant Fire Chief on duty, who will notify the maintenance authorities and request action to correct the problem.
8. The Employer will provide a copy of the Food Services Sanitations Inspection Report for the Fire Station, to the Union Chairperson or designee. The Employer agrees to take action to initiate correction of any discrepancies noted in the report in accordance with appropriate regulation.
9. The Employer will utilize the services of the HSWL Service Center for inspections of the Fire Station living quarters. Inspections will be conducted in accordance with the HSWL inspection schedule and will inspect for discrepancies in Federal health and safety regulations. The Employer agrees to provide the Union with a copy of the inspection report, to include report recommendations.
10. The Employer agrees to discuss proposed changes or improvements to living quarters with the Union and to consider the Union's recommendations. The Employer agrees to notify the Union as required when making changes to the living spaces in the Fire Station. The Union can request bargaining, as appropriate. Fire Department personnel within the bargaining unit will get the approval of the Fire Chief or Assistant Fire Chiefs prior to starting any self-help project.
11. The Employer agrees that the living quarters in the Fire Station shall not be used as public facilities with the exception of scheduled firehouse tours.
12. The Fire Department parking shall be for Fire Department personnel only and shall be open to all Fire Department personnel on a first come, first service basis. There will be one designated "government vehicle" spaces in the Fire Department parking lot. No other designated spaces will be authorized except handicap spaces in compliance with applicable regulations and/or unless an employee is recognized as the civilian of the quarter or year.
13. The Employer agrees to not assign menial or dirty work as a disciplinary measure. If the Employer assigns the following tasks or work assignments on the daily duty roster to Bargaining Unit Employees, such assignment will be made in a fair and equitable manner and will only include facilities used by Bargaining Unit Employees.
  - a. Kitchen clean up
  - b. Bathroom clean up
  - c. Office clean up (only Bargaining Unit spaces)

14. Fire fighters may attend labor-management or Union meetings when on standby time provided such meetings are on the Coast Guard Base Elizabeth City. In such situations, the Employer shall provide fire fighters with radios and a Fire Department vehicle so the fire fighter can respond to emergencies. The Fire Fighter is responsible for being in uniform so he/she can respond to an emergency call, should one arise.
15. Accommodation of religious observances for fire fighters will be in accordance with Federal regulations.

## **ARTICLE 36 - VOLUNTARY ALLOTMENT FOR PAYMENT OF DUES**

### Section 36.01 – Voluntary Allotment for Payment of Dues

- A. The Employer shall deduct Union dues from the pay of eligible employees who are members of the Union or who have applied for membership in the Union and who voluntarily authorize such deductions on Standard Form 1187.
- B. Union dues are a regular periodic amount required to maintain a member in good standing in the Union. In order for the Union dues to be deducted from the pay of an employee each biweekly pay period by the payroll office of the Employer the following requirements must be met by the Union:
  - a. An employee desiring to have dues deducted from their bi-weekly 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 sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee has authorized the Employer to deduct dues from their pay and is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period. In the case of an employee who is in a non-pay status for part of a pay period, dues will be deducted provided their pay is sufficient to cover such deductions after other required deductions are made.
  - c. The employee must have submitted through the Union a voluntary authorization for deductions on Standard Form 1187 which will be supplied by the Union. The Union will complete and sign Section A of Standard Form 1187 and transmit same to the local Civilian Personnel office.
- C. 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 local Civilian Personnel office.
- D. An employee's Union dues allotment may be terminated upon receipt of a properly completed Standard Form 1188. Allotment of dues may not be revoked until the deductions have been in effect for a period of one (1) year. Dues deductions which have been in effect for at least one (1) year may be terminated upon request of the employee during one (1) revocation period per year. The employee's annual revocation period will be during the ten (10) calendar day period (exclusive of shutdown days) preceding the anniversary date of the employee's signing up for dues withholding. An employee wishing to cancel their withholding must, during non work hours, turn in a properly completed SF-1188 to the Chairperson. The Chairperson will verify whether the revocation was timely submitted and then promptly submit the validated SF-1188 with their verification back to the local Civilian Personnel Office. The Employer will then notify the payroll office servicing the Employer that dues termination should be effected as soon as possible after the anniversary date of the individual employee.

- E. An employee's voluntary allotment for payment of their regular Union dues will be terminated by the Employer's payroll office 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 Civilian Personnel Office of written notification 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.
- F. The Union is responsible for promptly notifying the local Civilian Personnel Office, in writing, when any member of the Union is expelled or, for any reason ceased to be a member in good standing.
- G. The Employer's payroll office will transmit remittance checks and a listing of employees for whom deductions were made to the allottee designated by the Union.
- H. It is the responsibility of the Union to inform each of its members of the voluntary nature of authorization for allotment of pay to cover dues and of the prescribed procedure for authorizing the allotment, as well as the provisions and procedure for revoking an authorization as set forth in this Article.



**ARTICLE 37 - MEMORANDUMS OF AGREEMENT**

Section 37.01 – Overview

- The Parties agree that the existing Memorandums of Agreement (MOA) remain in effect unless superseded by specific contract provisions in this agreement.

MOU Subject	Responsible entities
Fire Department Work Shifts	Base Elizabeth City

## **ARTICLE 38 - DURATION AND CHANGES**

### Section 38.01 – Overview

- A. This Agreement as executed by the Parties shall remain in full force and effect for a period of three (3) years from the date of its approval by Agency Head. Further, it is provided that this Agreement shall terminate at any time it is determined that the Union is no longer entitled to exclusive recognition under the Code. On the written request of either Party, not less than sixty (60) days or more than one hundred and five (105) days prior to the expiration date of this Agreement, the Parties shall meet at their earliest convenience to commence negotiations on a new agreement. The present Agreement will remain in full force and effect during the renegotiations and until such time as a new agreement is approved. If neither Party serves notice to renegotiate this agreement, the agreement shall be automatically renewed for one (1) year periods, subject to the other provisions of this Article.
- B. This Agreement, except for its duration period as specified in Section A of this Article, is subject to opening only as follows:
  - a. Amendment(s) may be required because of changes made in applicable laws or Agency-wide policies. In such event, the Parties will meet for the purpose of negotiating language that will meet the requirements of such directives. Such amendment(s) as agreed to will be duly executed by the Parties and become effective on a date or dates agreed to as being appropriate under the circumstances.
  - b. It may be opened for amendment(s) by the mutual consent of both Parties at any time. Requests for such amendments by either Party must be in writing and must include a summary of the amendment(s) proposed. The Parties shall meet within fourteen (14) calendar days after receipt of such notice to discuss the matter(s) involved in such request(s). If the Parties agree that opening is warranted on any such matter(s), they shall proceed to negotiate. No changes shall be considered except those bearing directly on the subject matter(s) agreed to by the Parties. Such amendment(s) as agreed to will be duly executed by the Parties.
- C. Any past practice existing at the effective date of this Agreement shall be considered null and void.
  - a. A past practice is defined as a worksite behavior that is consistent and of significant duration such that it takes the form of an unwritten but enforceable policy, if it concerns conditions of employment. A past practice is not specifically covered in this agreement and is followed by both parties or followed by one party and known by the other party but not challenged. To constitute the establishment by past practice of a term and condition of employment, the past practice must be a clear course of conduct consistently exercised for an extended period of time with the parties' knowledge.
- D. The waiver of any breach or condition of this Agreement by either Party shall not constitute a precedent for the future enforcement of all the terms and conditions herein.

## **ARTICLE 39 - PRINTING, DISTRIBUTION, AND POSTING OF THE AGREEMENT**

### Section 39.01 - Printing

- A. The Employer agrees to pay the cost of printing eight hundred (800) copies of this Agreement. The Employer will have the Agreement printed and will provide a sufficient number of copies to the Union to be distributed.
- B. The Employer shall post an electronic, printable version of the Agreement and any applicable amendments on the ALC, Base Elizabeth City, and ATTC employee accessible website. The Employer agrees to communicate this link to unit employees who work at covered commands other than ALC.
- C. Additional copies of the Agreement will be maintained in the Civilian Human Resources Office.
- D. For qualified handicapped employees, the Employer will, upon request, provide a copy of the Agreement that meets specific, medically documented needs.

### Section 39.02 – Electronic Version

- The Employer shall post an electronic, printable version of the Agreement and any applicable amendments on the ALC employee accessible website. The Employer agrees to communicate this link to unit employees who work at covered commands other than ALC.

**Appendix 1: Union Representative Official Time Sheet IAM&AAW Local Lodge 2203**

**Official Time Codes:**

**Time & Attendance Code 35 – Term Negotiations:** Includes the time used by union representatives for, or in preparation for: (a) negotiations over basic agreement; (b) and negotiations over the supplemental or renegotiation of that agreement or under reopener provision in that agreement. This category includes both interest based and position based negotiations. FMCS, FSIP, and interest arbitration services are also included in this category.

**Time & Attendance Code 36 – Mid Term Negotiations:** Official time used to bargain over issues raised during the life of a term agreement.

**Time & Attendance Code 37 – Dispute Resolution:** Official time granted for employee representation functions in connection with such things as grievance, arbitration, adverse actions, alternative dispute resolution (ADR), and other labor relations complaint and appellate processes. This category may also include union counseling or employees on problems, phone calls, e-mails, and meeting with management concerning employee complaints/problems that are pre-grievance or pre-complaint, but not part of any formal ADR process.

**Time & Attendance Code 38 – General Labor-Management Relationship:** Official time authorized for representational functions in connection with all other activities not covered by the categories of Negotiations and Dispute Resolution. This category might include labor-management committees, partnership activities where the union is represented, consultation, pre-decisional meetings, walk-around time for OSHA inspections, labor-relations training for union representatives, and formal and Weingarten –type meetings.

Name of Union Representative: \_\_\_\_\_

Date: \_\_\_\_\_ Time Out: \_\_\_\_\_ Time In: \_\_\_\_\_

Total Time (hours): \_\_\_\_\_

Code: [ ] 35      [ ] 36      [ ] 37      [ ] 38

\_\_\_\_\_  
Signature of Union Representative

\_\_\_\_\_  
Signature of Supervisor

# Appendix 2: Representation Declination Sheet

I \_\_\_\_\_ decline my right to representation and wish to proceed without  
(NAME)  
representation for this meeting held on \_\_\_\_\_. If in the future I wish to be  
(DATE)  
represented, I will inform the proper management official in writing and provide the  
contact information of my selected representative.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date