

NEGOTIATED AGREEMENT

BETWEEN

U.S. COAST GUARD  
INTEGRATED SUPPORT COMMAND  
INDUSTRIAL DIVISION  
NEW ORLEANS



NATIONAL FEDERATION OF FEDERAL EMPLOYEES, IAMAW  
FEDERAL LOCAL 513



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
	Preamble	iii
1	Exclusive Recognition and Coverage of Agreement	1

2	Management Rights	1
3	Employee Rights	2
4	Union Rights and Responsibilities	3
5	Matters Appropriate for Consultation and Negotiation	4
6	Unfair Labor Practices	4
7	Provisions of Law and Regulations	5
8	Use of Facilities and Services	5
9	Wage Surveys	6
10	Holidays	7
11	Official Time	7
12	Hours of Work	9
13	Overtime	10
14	Excused Absence (Administrative Leave)	11
15	Military Leave	12
16	Annual Leave	12
17	Sick Leave	15
18	Family Leave	17
19	Occupational Illness and Injury	17

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE NO.</u></b>
20	Safety and Health	19
21	Alternative Dispute Resolution	20
22	Performance Evaluation	21

23	Position Classification	22
24	Merit Promotion <u>Program</u>	22
25	Reduction-In-Force (RIF)	23
26	Disciplinary and Adverse Actions	24
27	Grievances	27
28	Arbitration	31
29	Contracting <del>Out</del> <u>Work</u>	33
30	Employee Assistance Program	33
31	Training	34
32	Technological Changes	34
33	Travel	35
34	Equal Employment Opportunity	36
35	Dues Allotment	37
36	Duration and Changes	38
37	General Provisions	39
Appendix I		41
Appendix II		42
Appendix III		45

## PREAMBLE

It is the finding of Congress that experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements between ~~employees~~Employees and the Employer involving the conditions of employment; and the public interest demands the highest standards of employee performance and the continued development and implementation of

modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Therefore labor organizations and collective bargaining in the civil service are in the public interest.

This Preamble and the following Articles constitute an Agreement by and between the Department of Homeland Security, United States Coast Guard Integrated Support Command, Industrial Division, New Orleans, Louisiana, hereinafter referred to as “Management” or the “Employer” and the National Federation of Federal Employees”, hereinafter referred to as the “Union”. Collectively they are referred to as the “Parties”. It is the intent of the Parties that the provisions of this Agreement and the Statute will be interpreted in a manner consistent with the requirement for an effective and efficient Government.

The obligations of the Employer and the Union do not end with adherence to the requirements of rights and regulations, rather, each in its appropriate role desiring to demonstrate effective concern for the problems, interest, and well-being of the Employees of the Unit. It is the desire of the Parties of this Agreement that the Employer, the Union and their respective representatives, will encourage the conduct of business in such a manner as to promote dignity and respect between the Parties and to Employees and the Union.

The parties agree to:

- a. Produce high quality service and products;
- b. Recognize Employees as valuable assets who deserve a quality workplace;
- c. Foster the spirit of teamwork within the workplace to promote a high performance work organization;
- d. Insure open communication, mutual respect, and trust among employees;
- e. Remove barriers to enhanced productivity and efficient work processes, improved working conditions, and continuous quality improvements.

The parties will actively promote a common understanding of this agreement and effective/efficient work operations to ensure timely completion of jobs, increase productivity, promote regular attendance, improve quality workmanship, eliminate unsafe working conditions and habits, prevent accidents, and promote the development of good will between the employees, the Union, the Employer, and the community. The parties agree to work toward a common understanding between supervisors, managers and Union representatives of this Agreement.

## **ARTICLE 1**

### **EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT**

**SECTION 1.** The Employer recognizes that the Union as the exclusive representative of all the eligible employees in the bargaining unit as defined in Section 2 below. The Union recognizes its responsibility for representing the interest of all unit Employees without discrimination and without regard to labor organization membership with respect to grievances, and personnel policies, practices, and procedures or other matters affecting their general working conditions.

**SECTION 2.** The bargaining unit to which this Agreement applies is composed of:

- a. All non-professional wage grade employees of the Department of Homeland Security, United States Coast Guard, Integrated Support Command, Industrial Division, New Orleans, Louisiana.

**SECTION 3.** Excluded from the bargaining unit are:

- a. All professional employees, supervisors, management officials, confidential employees and employees appointed under temporary appointments or term appointments, and,
- b. Employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7) employed by the agency.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

**SECTION 1.** Nothing in this Agreement shall affect the authority of the Employer:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
- b. In accordance with applicable laws:
  - 1. To hire, assign, direct, layoff, and retain employees of the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
  - 2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
  - 3. With respect to filling positions, to make selections for appointments from:
    - a. Among properly ranked and certified candidates for promotion; or

- b. Any other appropriate sources;
- 4. To take whatever actions may be necessary to carry out the Agency's mission during emergencies.

**SECTION 2.** Nothing in this Article shall preclude the Employer and the Union from negotiating over matters in accordance with current laws, rules, and regulations.

**SECTION 3.** In the course of bargaining, the Parties shall make every effort to avoid disputes. Rather, the parties shall focus on the intent of the proposal and on ways to reformulate it in a manner that does not result in a conflict with current policies, laws, rules, or regulations.

### **ARTICLE 3**

#### **EMPLOYEE RIGHTS**

**SECTION 1.** Each employee has the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or refrain from such activity, and each employee shall be protected in exercise of this right. Except as otherwise expressly provided under the DHS regulations, the right to assist the Union extends to participation in the Management-management of the Union and acting for the Union in the capacity of an organization representative, including presentation of its views to officials in the Executive Branch, the Congress, or other appropriate authorities. The parties agree that no interference, restraint, coercion, or discrimination shall be practiced within the activity to encourage or discourage membership in the Union.

**SECTION 2.** Section 1 of this Article does not authorize participation in the management of the Union or acting as a representative of the Union by a management official, supervisor, confidential employee or by an Employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with the law or with the official duties of the employee.

**SECTION 3.** Each employee shall have the right to bring work-related matters to the attention of the Union and the Employer, utilizing established chains of command. Open communication between employees, the Union and Management is encouraged. The Union and Management agree that Labor Management relations are enhanced by resolving matters at the lowest level possible. To this end, it is agreed that should an employee wish to communicate on matters pertinent to this Agreement, or other laws, rules, regulations, policies or practices that affect the employee's conditions of employment with his Union Representative, he/she will notify his/her immediate supervisor. As workload permits, the employee and the supervisor will schedule an appropriate time for the employee and representative to meet. The Parties recognize that bargaining unit Employees can be authorized a reasonable amount of time to meet with Union representatives or the Employer concerning a complaint or grievance if such meeting occurs during their tour of duty. The official time will be coordinated between the employee and supervisor in order to meet grievance/complaint timelines and workload considerations.

**SECTION 4.** Nothing in this Agreement shall require an Employee to become or remain a member of the Union or pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

**SECTION 5.** It shall be the intent of the Employer that the employees covered by the provisions of this Agreement who are in a pay status, shall not forfeit any benefits of this Agreement while on detail, training, or job assignment at another Federal activity or temporary duty station to a bargaining unit position. Employees will, however, accept the physical conditions and conform to the rules, regulations, and procedures in practice at the place of temporary assignment that are beyond the control and influence of the Employer, even though contrary to this Agreement.

**SECTION 6.** A bargaining unit Employee has the right to Union representation at grievances, or formal discussions related to personnel policies, practices, or other general conditions of employment. Further, the Union must be given the opportunity to be present at any examination of a Unit employee by a representative of Management in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against him/her, and the employee requests union representation. The union will receive reasonable advance notification of the examination. The Agency/Department will inform the employees of these rights annually.

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

**SECTION 8.** It is understood that at any time a bargaining unit Employee is detailed or temporarily promoted to a position not in the bargaining unit, the employee may not participate in the management of the Union or act as a representative of the Union.

## **ARTICLE 4**

### **UNION RIGHTS AND RESPONSIBILITIES**

**SECTION 1.** The Union has the right and the responsibility to:

- a. Exercise its rights under applicable law.
- b. Represent the interests of all employees in the unit.
- c. Present its view to the Employer on matters of concern, either orally or in writing.
- d. Consult, or be consulted, prior to the implementation of, or changes to, civilian personnel policies and practices, which affect unit employees and are within the authority of the Employer. The Employer agrees to notify the Union and give objective consideration to the Union's views prior to formal ~~decision-making~~decision-making.
- e. Enter into collective bargaining negotiations with the Employer with the object of

reaching an agreement applicable to all unit employees.

**SECTION 2.** The Unit will have one (1) bargaining unit representative, and one (1) alternate.

**SECTION 3.** The Union shall be included on distribution for instructions and policy statements affecting the bargaining unit Employees.

**SECTION 4.** Annually, and whenever there is a change, the Union will provide the Employer written designation identifying authorized bargaining Unit members who are Representatives of the Union to the Employer. This designation will include the full name and position of the employee.

**SECTION 5.** Union entitlements shall be in accordance with applicable rules, law, and regulations.

## **ARTICLE 5**

### **MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION**

**SECTION 1.** It is agreed and understood that matters appropriate for negotiation between the Parties are policies, practices, and programs relating to working conditions that are within the authority of the Employer. It is further agreed and understood that the Employer will notify the Union prior to making any changes to personnel practices, policies, or other conditions of employment in accordance with applicable rules and regulations. The Union shall have five (5) workdays from the date of notification to request bargaining and to forward written proposals and a statement of impact to the Employer. If the Union does not respond within five (5) work days, the Employer may implement the change(s) immediately.

**SECTION 2.** The Parties are obliged to meet at reasonable times and negotiate in good faith in compliance with applicable laws, rules, and regulations. The objective of such negotiations will be to reach an agreement by the diligent and serious exchange of information and views, and by avoiding unnecessary protracted negotiations.

## **ARTICLE 6**

### **UNFAIR LABOR PRACTICES**

**SECTION 1.** Either Party may file an Unfair Labor Practice (ULP) charge in accordance with applicable laws, rules, and regulations. However, it is the desire of both Parties to work informally to resolve issue(s) prompting either Party to file a ULP charge.

**SECTION 2.** The Parties understand and agree that the filing of ULP charges or threatening to file ULP charges are serious matters with respect to labor-management relations. Therefore, the Parties agree that either Party desiring to file a ULP complaint will give the other Party a minimum of ten (10) work days advance written notice prior to filing the ULP charge. The



notice will include the specifics of the matter, including the nature of the alleged ULP. A meeting will be scheduled between the Union and the Commanding Officer (or designee) within ten (10) work days, in an attempt to informally resolve the issue to the mutual satisfaction of the parties. It is agreed that the Parties will make sincere and amicable attempts to resolve the matters.

## **ARTICLE 7**

### **PROVISIONS OF LAW AND REGULATIONS**

**SECTION 1.** It is agreed and understood by the Employer and the Union that nothing in this Agreement shall be so interpreted as to conflict with existing or future laws or regulations of the Federal Government, including:

- a. Policies set forth in the Department of Homeland Security.
- b. Published agency policies and regulations in existence at the time of the Agreement's approval and in the future;
- c. Policies and regulations required by law;
- d. Regulations of appropriate authorities;

**SECTION 2.** The Employer agrees to advise the Union in writing of any directive at the Command level, which affects any of the terms and conditions of the Agreement and which alters the Employer's authority with regard to any item within this Agreement.

## **ARTICLE 8**

### **USE OF FACILITIES AND SERVICES**

**SECTION 1.** The Employer agrees to provide the Union with use of a small workspace sufficient to hold a two (2) drawer lockable file cabinet and reference material.

**SECTION 2.** The Employer agrees to provide the union with a section of the official Industrial office bulletin board. The Union will be responsible for material posted on the bulletin board and will not place anything on the board which is libelous, scurrilous, or which violates laws, rules, or regulations. The union agrees to provide a copy of all Union notices to the Commanding Officer, or his designee, a minimum of at least three (3) work days prior to posting on the bulletin board.

**SECTION 3.** The Union will be provided access to Agency regulations and directives via hardcopy or online, whichever is available.

**SECTION 4.** The designated Union representative will be permitted to use his/her Coast Guard telephone, computer (including email/internet access), and copy machine in connection with his/her performance of official representational/labor relation's functions. The Union will comply with all Coast Guard rules and regulations governing the use of official government equipment. The Union agrees that it will not use official government equipment (telephone, computers, copy machine, etc.) for internal union business such as, but not limited to, mail distribution, notice of meetings, membership drives, etc.

**SECTION 5.** The Union will have the right to distribute a Union news bulletin consistent with good Union-Management relations to Employees within the unit during the employee's non-duty hours.

**SECTION 6.** The Employer agrees to make available conference room space to meet privately with bargaining unit employees on representational matters. The Employer agrees to make available conference room space to meet privately with bargaining unit employees on internal Union matters, during non-duty hours only.

## **ARTICLE 9**

### **WAGE SURVEYS**

**SECTION 1.** The Employer shall notify the Union within seven (7) days after the Employer is informed of the date the Local Area Wage Survey will be conducted. The Union will be provided a copy of any "Notices of Public Hearings" forwarded by the Committee to the Activity for posting.

**SECTION 2.** The Employer shall provide a reasonable amount of official time to unit employees in duty status for the purpose of serving as a Union recommended primary or alternate data collector in an Area Wage Survey. The Employer shall allow a reasonable amount of official time to attend any required training for the purpose of serving as a primary or alternate data collector. If the Union's nomination of a unit employee to serve as a data collector would cause delay of a critical mission tasking, the Employer shall so inform the Union and another member will be nominated. Data collectors shall be paid regular pay for all work officially authorized and approved which they perform in the course of their duties as data collectors. Expenses shall be paid in accordance with applicable regulations.

## **ARTICLE 10**

### **HOLIDAYS**

**SECTION 1.** Employees will be entitled to holiday benefits consistent with applicable regulations, for Federal holidays prescribed by law. Holidays designated by Executive Order will be observed as legal holidays when applicable to the USCG, Department of Homeland Security.

**SECTION 2.** In the event that it becomes necessary to schedule a Unit employee to work on his/her designated holiday, such work will be compensated in accordance with applicable laws and regulations.

## **ARTICLE 11**

### **OFFICIAL TIME**

**SECTION 1.** The parties agree that the following representatives shall be recognized by the parties and granted official time for the performance of labor management relations.

- a. The Employer shall recognize:
  1. Union Officials/Representatives
  2. One Steward, to represent the Employees in the Unit and one alternate.

**SECTION 2.** A Representative on duty may use official time when approved, to conduct Labor Management business at the Command. This time shall be used by a Union Representative for investigating, resolving, or processing employee complaints/grievances, engaging in consultation or necessary negotiations, and for third party proceedings. Official time is not available to persons other than those authorized bargaining Unit Representatives designated in writing. The Union will notify the Employer of the designated representative who will be the point of contact for official notifications made by the Employer to the Union.

**SECTION 3.** The parties understand that official time is to be used for appropriate Labor Management business and the Union will not conduct internal Union business. The following will not be conducted during work hours or in the work area during the duty time of employees: collection of dues, assessments or other funds, solicitation of membership, campaigning for elective Union office, and any other activity connected with the internal management or operation of the Union.

**SECTION 4.** The Union and Employer agree to minimize the use of official time and the time spent resolving employee's concerns by:

- a. Ensuring that official time is documented correctly using the Official Time Request/Approval Form.
- b. Recognizing that problems identified by employees should normally be directed first to the immediate supervisor for resolution.
- c. Making a good-faith effort to resolve matters at the lowest level possible.

**SECTION 5.** The procedures for a Union Representative to obtain official time to conduct

Union business under the terms of this Article are:

- a. The Union representative must request permission from his/her immediate supervisor to leave the work area or to use official time for representation matters. The representative will use the Official Time Request/Approval Form, Appendix I.
  1. The Official Time Request/Approval Form will specify the amount of time spent by each Employee on approved representational functions, the purpose of the activities undertaken, the initiator of the request, all required signatures, and the time the Employee left and returned to the job site.
  2. If the official time is being used to negotiate or review command policy or instruction, the Union representative will list the instruction number or subject of the policy being reviewed or negotiated.
  3. If the official uses the 'Other' block, a detailed description of the duties performed shall be annotated.
- b. When a representative's absence would be inconsistent with workload requirements, the supervisor will establish a more practical time for the absence and any grievance timeframes shall be delayed accordingly, if the delay in releasing the representative adversely impacts the grievance timeframes. Any delays shall be agreed to in writing.
- c. Before the representative visits a work area or meets with an Employee in a representational capacity, he/she will request permission from the appropriate supervisor and identify the planned time of arrival/meeting, with whom the representative desires to speak, the category of the general purpose for the meeting as indicated on the Official Time Request/Approval Form, and the approximate amount of time needed. When the meeting time is inconsistent with the Employee's workload requirements, the supervisor will establish a more practical time for the meeting. If the delay in releasing the Employee adversely impacts grievance timeframes, any grievance timeframes shall be delayed accordingly.
- d. When the representative and the employee being represented return to the worksite, each will report to his/her supervisor to indicate his/her returning time, annotated on the official time form.
- e. An Employee who wishes to leave the work area to meet with a union representative must first request and receive permission from his/her supervisor. If the Employee cannot be permitted to leave the work area due to workload requirements, the supervisor will establish a more practical time to permit the Employee to leave the work area. If the delay in releasing the Employee adversely impacts grievance timeframes, any grievance timeframes shall be delayed accordingly.

**SECTION 6.** Employees involved in representational functions will submit the completed

original Official Time Request/Approval form to their immediate supervisor and a copy of the completed Official Time Request/Approval Form to the Union office. The immediate supervisor will promptly submit the original to the local Civilian Personnel Office for reporting purposes.

**SECTION 7.** Union stewards/representatives at the Employer's discretion will be allowed up to sixteen (16) hours of official time annually to attend training which will serve to the good of the employees, the Union and the Employer which is within the scope of the Statute. The Union will submit an agenda for the training and a request to the Employer for use of such time at least four (4) weeks prior to the scheduled training. The granting of such official time is subject to work requirements.

**SECTION 8.** Scheduled meetings between the Union and employees of the Agency shall be scheduled through the employee's immediate supervisor subject to the workload. The Employer agrees to make every effort to schedule employees' meetings with the Union in a timely manner.

## **ARTICLE 12**

### **HOURS OF WORK**

**SECTION 1.** The administrative workweek is the calendar week 0000 hours Sunday through 2400 hours Saturday. The basic workweek shall be Monday through Friday. The basic work schedule for BU employees of ISC New Orleans Industrial Division is a 5/4-9 Compressed Work Schedule (CWS) plan under the Alternative Work Schedule (AWS) program. The regular work schedule will consist of seven (9) hour days and two (8 1/2) hour days for a total of 80 hours each pay period, with one regular day off (RDO) each two-week pay period. The RDO will be the 2<sup>nd</sup> Friday each two-week pay period. The tour of duty is a fixed work schedule, with fixed arrival and departure times. Employee schedules must also include a minimum 1/2 hour unpaid lunch period each workday.

**SECTION 2.** Non-basic workweeks.

a. The non-basic workweek will be any schedule other than that which is outlined in Section 1, and must be approved by exception.

**SECTION 3.**

a. Employees on official travel or training will adjust their work hours to the activity being visited or to the schedule of the training. Such adjustments will be made with the supervisor's knowledge and concurrence. Employees must account for an 80-hour work schedule each pay period.

b. Breaks in working hours of more than one (1) hour including lunch shall not be scheduled in any basic workday. However, variations in the schedule may be provided for educational purposes.

c. Prior to implementing changes to flextime and/or compressed work schedules, the Employer shall negotiate these programs with the Union.

## ARTICLE 13

### OVERTIME

**SECTION 1.** Overtime is work or duty performed by employees in the unit, ~~in~~ in excess of their ~~regularly scheduled shift~~ compressed work schedule. The purpose of overtime is to accomplish specific tasks and projects in an efficient, productive and cost effective manner. It is agreed that the assignment of overtime is a function of the Employer.

**SECTION 2.** An employee in the unit shall be paid in accordance with applicable regulations for all work in excess of their ~~regularly scheduled work shift~~ compressed work schedule. An employee who is required by the Employer to work during a period outside of but connected with his/her regular shift hours shall be compensated in accordance with all applicable laws, rules, and regulations for all time worked in excess of their regularly scheduled shift. At an employee's request, the Employer may offer the option of compensatory time (comp time) in lieu of paid overtime to employees.

**SECTION 3.** Overtime assignments shall be made fairly and equitably in accordance with the Employer's analysis of the work requirements and the qualifications of persons available. The Employer agrees to provide the employee with as much advance notice as possible. The Union recognizes that advance notice for unscheduled overtime may not be possible due to unforeseen emergency circumstances.

**SECTION 4.** Callback overtime from point away from place of work premises entitles the affected employee to a minimum of 2 hours of overtime/compensatory time. It is agreed that overtime worked immediately preceding a shift or immediately after completing a shift, does not constitute call-back overtime.

**SECTION 5.** The Employer agrees that records of overtime of bargaining unit employees will be documented through time and attendance sheets.

**SECTION 6.** Personnel will be recalled during emergencies in accordance with the ISC Natural Disaster and Hurricane Preparedness and Support Plan, ISCNOLA INST 3006 series.

**SECTION 7.** The Employer reserves the right to determine the appropriate continuous duty standard involving emergency or casualty response overtime. This decision will be made based upon health and safety determinations.

## ARTICLE 14

### EXCUSED ABSENCE (ADMINISTRATIVE LEAVE)

**SECTION 1.** It is understood that the terms excused absence and administrative leave mean the same thing. Excusal from duty without a charge to leave is a discretionary matter of management and permissible under certain circumstances.

**SECTION 2.** Employees are encouraged to serve as blood donors in Coast Guard sponsored blood donor programs and will be excused from work, with no loss of pay or benefits to donate blood for Coast Guard sponsored programs. A reasonable recuperation period up to a maximum of four (4) hours will be allowed directly after donating blood. Upon recuperation the Employee will be expected to return to duty unless competent medical personnel determines the employee should be excused from duty. In such cases, the employee or sponsor must notify the immediate supervisor or designee. Proof of blood donation and/or medical determination may be required.

- a. An employee desiring to donate blood must inform the immediate supervisor and obtain advance approval. Failure to obtain advance approval subjects the employee to being charged absence without leave (AWOL).
- b. To be eligible for the excused absence the employee must:
  1. Have the immediate supervisor's approval;
  2. Make the donation to a Coast Guard sponsored blood donation program; and,
  3. Submit an appropriate written statement, which may be an OPM-71, signed by an official of the blood collection center for blood donations made offsite.

**SECTION 3.** Administrative excusal may be authorized in cases of adverse weather conditions that prevent employees from reporting to work, such as high water, hurricane, snow, etc. It is the responsibility of the employees to contact the ISC Officer of the Day for information on office closures and reopenings.

## ARTICLE 15

### MILITARY LEAVE

**SECTION 1.** Full cooperation will be extended to all Reserve components of the Armed Forces by granting leave of absence for military training purposes to authorized Employees. In accordance with applicable laws and regulations, each reservist of the Armed Forces of the United States or member of the National Guard who is entitled to leave of absence from his/her duties will be granted such leave, upon request, without:

- adverse effect on his/her performance rating,
- loss of pay provided the employee requests, and has available, sufficient military leave under 5 USC 6323 (a)\* and has not requested leave without pay,
- charge to annual leave, provided employee has not requested annual leave.

\*Military leave used under 5 USC 6323 (b) and 5 USC 6323 (c) entitles an employee to the greater of his civilian or military pay, not both.

If the employee does not have sufficient military leave available to cover the requested period of absence, the employee will have to request either leave without pay or annual leave, if available.

Employees requesting leave without pay should check with their Civilian Personnel Office for paperwork regarding civilian benefits. An employee will be permitted to utilize accrued military leave upon presentation of official orders in accordance with applicable regulations.

**SECTION 2.** Military leave and benefits for employees entering active military duty will be administered in accordance with Federal laws and regulations. Employees who are seeking military leave or entering active military duty can request guidance from the Civilian Personnel Office regarding their regulatory entitlements.

## **ARTICLE 16**

### **ANNUAL LEAVE**

**SECTION 1.** Employees will accrue annual leave according to applicable laws and regulations. Annual leave shall be granted in fifteen (15) minute increments.

**SECTION 2.** The Employer agrees to grant annual leave to Employees for the purpose of rest, relaxation, or for other justifiable reasons, consistent with workload requirements and leave availability.

**SECTION 3.** Employees will request annual leave on an Office of Personnel Management (OPM) Form 71 and in compliance with the ISC NOLA Industrial Division Instruction. Notification of the approval/disapproval shall be made to the employee as soon as practical after the receipt of such requests, normally within five (5) work days except for vacation leave which is discussed below in Section 4. Upon request, the supervisor shall provide a signed copy of the leave request to the employee. The Union recognizes that the Employer will at times be forced to curtail the use of leave. When a supervisor finds it necessary to cancel previously approved annual leave due to unforeseen workload requirements, the supervisor will provide the Employee with a brief written explanation as to the reason for canceling the leave. The Employer will notify the impacted Employee(s) as soon as the determination is made that previously approved annual leave must be cancelled. If annual leave is denied or cancelled, the supervisor and the Employee will initiate action to reschedule the leave.

**SECTION 4.** The following procedures shall be used for scheduling leave:



**NOTE: For vacation leave, seniority only applies for requests made prior to 30 April.**

a. Vacation Leave: Employees are encouraged to request any annual leave for periods of forty (40) hours or more of continuous duration prior to 30 April. A forty-(40) hour period including an RDO or a holiday shall be considered a forty (40) hour period. An employee's request for such leave submitted before 30 April of each year shall be scheduled in accordance with individual seniority based upon the service computation date for the group of employees reporting to a single supervisor.

1. In the event of a conflict of requested dates, the affected parties and supervisor(s) will discuss vacation scheduling prior to the 30 April deadline. If scheduling is not mutually agreed upon, seniority will apply.

2. Supervisors shall notify the employee prior to 15 May if his/her vacation leave is approved, tentatively approved or disapproved. If disapproved, the supervisor shall state a brief explanation for the disapproval and the Employee shall be granted another choice without regard to the 30 April deadline, consistent with workload requirements and provided such choice does not interfere with the vacation leave of another employee.

b. Nothing in the foregoing shall preclude an employee with leave to his/her credit from requesting other annual leave during the leave year. However, such requests shall not be subject to the conditions of seniority as in the initial selection for vacation periods, but shall be considered on a first come-first serve basis. When annual leave conflicts with vacation leave, vacation leave will take priority.

**SECTION 5.** Every effort must be made to preclude the loss of "use or lose" annual leave. Employees are responsible for scheduling their leave so that they are not in a position of forfeiting leave at the end of the year. To reduce the possibility of leave forfeiture, employees are encouraged to schedule use or lose leave prior to 1 October. Annual leave in excess of the allowable carry-over (i.e. normally two hundred forty (240) hours) must be scheduled by the employee no later than the start of the third (3rd) biweekly pay period prior to the end of the leave year. Employees who fail to schedule "use or lose" leave risk forfeiture of this leave.

a. Before annual leave forfeited may be considered for restoration, the request to schedule annual leave must have been made in writing in accordance with applicable regulations. When an employee chooses not to request restoration or to use annual leave to avoid forfeiture, the forfeited leave may not be restored.

b. Employees may also donate "use or lose" annual leave to a participant in the leave donor program. If interested, they should contact their servicing Human Resources Office.

**SECTION 6.** Emergency annual leave:

- a. Emergency annual leave is annual leave requested under a condition that prevented the employee from giving advance notice, and which is so compelling that the employee cannot postpone attending to it.
- b. If a personal emergency (a sudden or unforeseen serious situation that requires immediate action) necessitates an employee's absence, the employee must notify his/her supervisor within the first hour of the scheduled start of the employee's work shift. If extenuating circumstances prevent an employee from calling within the first hour, contact should be made at the first practicable opportunity.
- c. The Employee is responsible to call his/her immediate supervisor. If the supervisor is not available, the employee may call a person designated by the supervisor. If the designated person is not available, a voice mail message that includes a telephone number where the employee can be contacted may be left. Employees leaving a voice mail message must also state the nature of their absence and the estimated duration. Employees calling in to report an unscheduled annual leave absence must inform the supervisor of the nature of the absence and the estimated duration. If the absence is going to continue beyond the estimated return date/time, the employee will again contact the supervisor, no later than the estimated return date/time, to inform him/her of the new estimated return date/time. Notification does not constitute or guarantee approval of leave.
- d. Upon returning to duty, an employee who requested emergency annual leave must present the OPM Form 71 to his/her supervisor. The employee will guard against excessive use or abuse of emergency leave, and to that end, the supervisor may require administratively acceptable proof of the emergency involved prior to approving or disapproving unscheduled annual leave requests. Approval/disapproval of the leave request will be based on the facts of each case and by the pattern or frequency with which leave is requested for emergency purposes.
- e. Employee(s) should be counseled whenever leave abuse is suspected. Where there is specific evidence to believe the employee is abusing emergency annual leave, the employee may be placed on a letter of requirement to substantiate each absence.

**SECTION 7. Advance Annual Leave:**

- a. Advancement of leave will be in accordance with applicable laws, rules and regulations, and Coast Guard leave policy.
- b. Annual leave may be advanced to an employee up to the amount which would be earned during the balance of the current leave year or the amount which would accrue prior to an anticipated separation or retirement.
- c. Advanced annual leave is not intended for vacation purposes.

- d. Employees on a letter of requirement will not be eligible for advanced annual leave.

**SECTION 8.** The Employer will administer a leave transfer program in accordance with applicable laws, rules and regulations.

## **ARTICLE 17**

### **SICK LEAVE**

**SECTION 1.** Employees will accrue sick leave in accordance with applicable laws, rules and regulations.

**SECTION 2.** The Employer and the Union recognize the value of sick leave and the importance to each Employee in conserving it to the maximum extent possible as a means of assuring continuity of income during periods of illness and incapacitation from duty. The Employer and the Union also recognize the importance of work attendance in mission accomplishment. In furtherance of this objective, the Union agrees to assist the Employer by emphasizing the need and value to each employee in the Unit to conserve his/her sick leave and to use it only in the event of a real medical incapacitation and in accordance with the provisions of 5 C.F.R. 630.401. Leave for this purpose may be used:

- a. When employee is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- b. When employee receives medical, dental, or optical examination or treatment;
- c. To make arrangements necessitated by the death of a family member or to attend the funeral of a family member;
- d. To provide care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy or childbirth or who received medical, dental or optical examination or treatment; or

The amount of sick leave that an employee can be granted in a leave year for (c) and (d) above is limited; therefore supervisors and employees should refer to the specific provisions of the regulation when approving such leave.

**SECTION 3.** Requests for approval of sick leave for non-emergency, medical, dental, or optical examinations or treatments will be submitted as soon as possible but no later than three (3) workdays in advance on an OPM Form 71. The period of sick leave requested will not exceed that required for travel, examination, and treatment. Whenever possible, employees will schedule non-emergency sick leave during non-duty hours or at the beginning or end of the workday.

**SECTION 4.** Unscheduled sick leave absences must be reported to the supervisor within one hour of the scheduled start of the employee's work shift on the first day of the absence. If the supervisor is not available, the Employee may call a person designated by the supervisor. If the designated person is not available, the Employee may leave a voice mail message that includes a telephone number where the Employee can be contacted. Consideration will be given to an Employee if the nature of the illness is so severe that it precludes such personal notification. In such cases, another person may make the notification.

**SECTION 5.** An employee calling in to report an unscheduled sick leave absence must call on the first day of absence, as indicated above, and must inform the supervisor of the nature of the absence and the estimated duration. If the absence is going to continue beyond the estimated return date/time, the employee will again contact the supervisor, no later than the estimated return date/time, to inform him/her of the new estimated return date/time. During extended periods of absence, an employee is to keep his/her supervisor updated with status reports not less than every seven ~~(7)~~ calendar days unless the employee and the supervisor agree that this is not necessary.

**SECTION 6.** Upon returning to duty, an employee who requested unscheduled sick leave must present the OPM Form 71 to his/her supervisor.

**SECTION 7.** Employees on sick leave in excess of three (3) consecutive workdays will provide the Employer with a medical statement from a physician or other licensed practitioner. This statement should be presented to the supervisor upon return to duty, but no later than 3 working days after returning to duty. To be considered medically acceptable, the supporting medical documentation must consist of a written statement signed by a licensed medical authority, certifying to the incapacitation, examination, or treatment or to the period of disability while the employee was receiving professional treatment.

**SECTION 8.** Normally employees will not be required to furnish a medical certificate to substantiate requests for sick leave for periods of three (3) or less consecutive workdays, unless there is reasonable doubt as to the propriety of the sick leave request or the employee has been issued a "Letter of Requirement."

If a supervisor has evidence that a request for sick leave is improper or questionable, the request should be denied immediately and may be denied after the fact if evidence is obtained subsequent to a prior approval. When the request for sick leave is denied and the employee is not approved to be absent in some other leave category, the employee will be charged with absence without leave (AWOL) if he/she does not report for duty.

**SECTION 9.** In accordance with applicable regulations, sick leave may be advanced to eligible employees in cases of serious disability or illness. Eligible employees may be granted no more than 240 hours of advanced sick leave. To be eligible for an advance of sick leave, an employee must have exhausted all annual leave, sick leave, and accrued compensatory time. Employee on a letter of requirement will not be eligible for advanced sick leave. The approval/disapproval of advanced sick leave is a function of the Employer in accordance with applicable laws, rules, and

regulations. A medical certificate must accompany an employee's request for advance sick leave as defined in Section 7 above. The employee will be advised of the reasons for disapproval if the request for advanced sick leave is denied.

## **ARTICLE 18**

### **FAMILY LEAVE**

**SECTION 1.** Employees may be granted sick leave to care for a family member subject to the provisions of 5 CFR 630.401, Office of Personnel Management, Department of Homeland Security, and Coast Guard guidelines.

**SECTION 2.** Employees are entitled to up to 12 weeks of unpaid leave (leave without pay) during any 12-month period, subject to the provisions of 5 CFR 630 Subpart L, Office of Personnel Management, Department of Homeland Security, and Coast Guard rules, regulations, and guidelines. Employees may substitute accrued sick or annual leave for leave without pay. Acceptable evidence of the need for Family Medical Leave Act (FMLA) leave is required. The employee is expected to provide thirty (30) days advance notice when the need for leave is foreseeable.

## **ARTICLE 19**

### **OCCUPATIONAL ILLNESS AND INJURY**

**SECTION 1.** Employees will report all injuries received on the job as soon as possible to their supervisor.

**SECTION 2.** The Employer agrees to provide the appropriate forms to employees injured on the job 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 (FECA). The civilian personnel office is responsible for providing advice and assistance on FECA matters.

**SECTION 3.** On the job injuries will be reported promptly on Form CA-1, for traumatic injury, or Form CA-2 for occupational illness or disease. Medical treatment for a traumatic injury will be authorized as appropriate, using a completed Form CA-16. Issuance of a blank Form CA-16 is not permitted, and retroactive issuance of Form CA-16 is usually not permitted. The employee will use Form CA-7 to apply for compensation. The Employer will ensure the properly completed forms are promptly forwarded to the Department of Labor, Office of Workers' Compensation Programs (OWCP) for processing.

**SECTION 4.** The Employer, as required by regulation, will post information on its civilian website pertaining to employee rights and responsibilities in connection with on-the-job

injuries/occupational diseases.

**SECTION 5.** Employees absent due to occupational injury or illness must follow the procedures specified in Article 17 (Sick Leave), Section 3-6, for notifying their supervisors. Normally, in cases of absence of indefinite or prolonged duration, an Employee will notify his/her supervisor on the first workday of each week until return to duty. Employees absent due to occupational injury or illness must provide the Employer with a medical statement from the treating physician or other licensed practitioner for each period of absence related to the injury or illness. The medical documentation must state the employee was incapacitated for duty as a result of the on-the-job injury or illness, must specify the date(s) of treatment, the dates of incapacitation, the specific clinical findings/diagnosis and must be signed by the treating physician or the appropriate health care provider.

**SECTION 6.** Information maintained by the Employer relating to the employee's compensation claim may be released to the employee or his/her physician provided the employee has submitted a written authorization to the Employer allowing release of the information to the physician.

**SECTION 7.** Consistent with OWCP regulations, when the Union has been designated by an Employee as his/her representative in the matter of an injury compensation case, the Union will be provided upon request, all records and information furnished to OWCP in connection with an injury compensation claim.

## **ARTICLE 20**

### **SAFETY AND HEALTH**

**SECTION 1.** The Employer will make every reasonable effort to provide and maintain safe and healthful working conditions for the Employees, using the regulations as a guide. This program will be undertaken under provisions of the COMDTINST M5100 series, consistent with the requirement of Executive Order 12196 and Section 19 of the Occupational Safety and Health Act of 1970 (OSHA). The Employer will inform the Union in advance of planned program changes. The Employer agrees to comply with applicable Agency and Federal safety and health regulations.

**SECTION 2.** The Union will cooperate to that end and encourage all Employees to work in a safe manner. All employees shall bring unsafe conditions to the attention of their immediate supervisor; and if satisfactory resolution is not obtained at that level, the conditions shall then be brought to the attention of the Command for investigation. Employees have the right to file reports of unsafe and unhealthful working conditions and to receive a response from the Employer in accordance with applicable regulations.

**SECTION 3.** All employees have a primary responsibility for their own safety and an obligation to know and observe safety rules and practices as a measure of protection for themselves and others. The Employer will consider employee and Union suggestions, which

offer practical and feasible ways of improving safety conditions. The Employer and the Union agree that employees will maintain work areas in a safe manner.

**SECTION 4.** The Union and the Employer will make every effort to prevent accidents of any kind. Should such accidents occur, however, a prime consideration shall be the welfare and comfort of injured personnel.

**SECTION 5.** The Employer agrees to provide all protective clothing and safety equipment that has been determined by the Employer to be necessary for the safety or industrial health reasons for the performance of assigned work. Safety and protective equipment required by the Employer will be furnished without cost to the employee. However, the Employer will not be responsible for the cost of physical examinations needed for the purchase of such equipment. Employees will be responsible for the proper use and safeguarding of such equipment. This equipment will be replaced once the responsible officer has established that the item no longer meets safety requirements.

**SECTION 6.** The Employer, when assigning an employee to work in a job recognized as being hazardous, shall follow the procedures set forth in the applicable safety guidelines. All employees participating in activities potentially exposing them to health hazards with the potential for disease or injury (i.e. hazardous chemicals or excessive noise levels) will be given the opportunity to enroll in the Occupational Medical Surveillance and Evaluation Program (OMSEP) in accordance with COMDTINST M6000 series, Chapter 12. Once employees are enrolled in the program, the Employer will ensure physical exams are scheduled. It is the employees' responsibility to ensure they make their scheduled exam. The CG will maintain all OMSEP examination reports, including all laboratory data, allowing the CG to maintain the individual's work related health in accordance with OSHA regulations.

**SECTION 7.** The Employer shall maintain records of employees who are exposed to hazardous material for which they are paid environmental differentials, in accordance with applicable federal regulations. Employees whose duty assignments subject them to exposures which may be potentially hazardous to their health shall be given periodic physical examinations as required by the Medical Officer and applicable laws, rules and regulations.

**SECTION 8. Imminent Danger Situations**

a. When an employee, during the course of performing official duties, encounters conditions in his/her work place which present ~~an danger~~ imminent risk which could reasonably be expected to cause death, serious physical harm, or catastrophic damage to equipment which cannot be immediately eliminated through normal procedures, he/she will immediately stop work and notify the nearest available supervisor.

b. The cognizant supervisor shall evaluate the situation and contact the Safety Office, for review of the safety concern. All applicable safety and health regulations will be followed. No work will be restarted until the safety concerns have been addressed and the safety manager or designated representative has agreed no danger exists.

**SECTION 9.** No Employee shall be discriminated against in any way for reporting safety and health conditions, which he/she believes are hazardous to health or the health of other Employees.

## **ARTICLE 21**

### **ALTERNATIVE DISPUTE RESOLUTION (ADR)**

**SECTION 1.** Management and the Union are committed to the use of Alternative Dispute Resolution (ADR) problem-solving methods to foster a good labor/management relationship. ADR may be used as a problem solving method to resolve disputed matters.

**SECTION 2.** ADR is an informal process that seeks early resolution of employee(s), union, and management disputes. Any ADR process should be effective, timely, and efficient. It should focus on conflict resolution, problem solving, and foster a cooperative labor and management relationship. Participation in the ADR process must be voluntary. Any ADR Program must be in accordance with applicable rules, laws, and regulations.

## **ARTICLE 22**

### **PERFORMANCE EVALUATION**

**SECTION 1.** The Employer's performance appraisal system will provide job related core competencies that will be communicated to employees within the first thirty (30) days of the employees' performance evaluation period. The performance appraisal system will be administered in accordance with applicable rules, laws, and regulations and Commandant Instruction M12430 series.

**SECTION 2.** The evaluation given Employees by their supervisors shall be prepared in accordance with the following:

- a. The supervisor will discuss the Employee's job performance with the Employee discreetly, annually, and on at least two other occasions during the rating cycle.
- b. Employees will be given an opportunity to provide input to their supervisors for consideration in determining their final annual performance ratings. The Union and Management strongly encourage Employees to provide input regarding their annual performance rating.
- c. The Employer agrees that progress reviews are a valuable communication tool and will use them to the fullest extent to communicate performance



observations and expectations.

- d. The annual performance evaluation will be in written form. Annual performance evaluations will be reviewed and approved by the appropriate rater.
- e. The employee's signature on the appraisal form signifies only that a discussion of the appraisal occurred. Signature does not constitute the Employee's agreement with the performance plan or the rating received.

**SECTION 3.** Supervisors shall inform Employees of performance deficiencies, which may result in an Unacceptable rating.

**SECTION 4.** Employees will not be rated on tasks they did not have the opportunity to perform during a rating period.

## **ARTICLE 23**

### **POSITION CLASSIFICATION**

**SECTION 1.** Management agrees to provide a written position description to each employee within thirty (30) days, or as soon as practicable, upon entrance on duty or other personnel action requiring a new position description. Position descriptions shall reflect the most significant and recurring duties assigned to employees. Permanent changes to significant regular and recurring duties shall be incorporated into position descriptions within a reasonable period of time.

**SECTION 2.** It is recognized that, in addition to the duties described in position descriptions, the Employer has the statutory right to assign other duties, which may be required to resolve workload changes or organizational needs.

**SECTION 3.** Employees may request an explanation of the classification (series, title, grade and pay category) of their position. Such request will be made to their immediate supervisor. If requested by the supervisor, the Civilian Personnel Office will assist. Employees may at any time appeal the classification (series, title grade and pay category) of their position using the applicable DHS, USCG, and OPM classification appeals procedures. Upon request, the Civilian Personnel Office will provide specific information on appeal rights and procedures. Employees may elect to be represented by the Union throughout the appeal process. The employee or representative will be promptly provided a copy of all DHS, USCG or OPM decisions regarding the appeal.

## **ARTICLE 24**

### **MERIT PROMOTION PROGRAM**

**SECTION 1.** The Employer agrees to follow applicable OPM, DHS and USCG merit promotion regulations and guidelines, when filling bargaining unit positions.

**SECTION 2.** The Employer agrees to notify the Union prior to implementing new, or making changes to, existing merit promotion guidelines and plans that affect assignments or promotions covered by this Article.

**SECTION 3.** Personnel Actions covered by this Article will be made without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, sex, national origin, non-disqualifying physical handicap, or age, and shall be based solely on job-related criteria.

**SECTION 4.** Temporary Promotions

- a. Temporary promotions ~~may not~~ within the unit will not normally last initially for a period longer than one year. Such a temporary promotion will normally not exceed two (2) years. Prior to extending a temporary promotion beyond one year, a review will be made to determine whether the situation is indeed a temporary one. If not, the position will be filled by appropriate means.
- b. Temporary promotions will not be made to a supervisory position for less than 31 calendar days.
- c. Management is responsible for clearly informing selected employees in advance that promotions are temporary and that they may be terminated earlier than the stated "not-to-exceed" date at the discretion of management.
- d. A temporary promotion to a higher graded position may be made non-competitively for a period of 120 days or less. Competitive procedures must be used if the position will be occupied for more than 120 days during a twelve-~~(~~ (12) month period.

**SECTION 5.** Details.

A detail is the temporary assignment of an employee to a different position for a specified period with the employee returning to his or her regular duties at the end of that period. A detail may be made to a position at the same, lower, or higher-grade level than that of the position to which the employee is permanently assigned. The employee continues to be the incumbent of the position from which detailed. Therefore, there is no change in pay for a detail. An employee does not have to meet OPM qualifications and eligibility requirements for detail except for any minimum educational, licensure, or certification requirements. A detail is intended only for meeting temporary needs when necessary services cannot be obtained by other desirable or practicable means. Details may be made to meet temporary circumstances, such as emergencies occasioned by abnormal workload, change in mission or organization, unanticipated absences, pending official assignment, pending description and classification of a new position, pending

security clearance, or training purposes. Details in excess of thirty (30) calendar days must be documented in the employees Official Personnel Folder.

## **ARTICLE 25**

### **REDUCTION-IN-FORCE (RIF)**

**SECTION 1.** The Employer agrees that in the event it becomes necessary to conduct a reduction-in-force (RIF), or a furlough, or to reduce the bargaining unit for whatever reasons, the Employer will give written notification to the Union and provide them an opportunity to bargain in accordance with applicable laws, rules, and regulations.

**SECTION 2.** In situations where an employee elects to take a demotion or lateral reassignment in lieu of separation during a RIF action, training or other appropriate techniques shall be employed to offset the effect of the RIF, where economically feasible. The Employer agrees to make reasonable advance efforts to avoid or minimize effects of a reduction in force by adjusting the workforce through reassignment or transfer of employees to available vacancies for which they qualify in accordance with applicable laws, rules and regulations.

**SECTION 3.** An employee has the right to be accompanied by a Union representative while reviewing retention registers and records pertaining to the action, including regulations pertaining to the RIF.

**SECTION 4.** An employee may grieve his/her separation by RIF through the negotiated grievance procedure; however, an employee may not grieve his/her separation by RIF through the negotiated grievance procedure and simultaneously seek review by the Merit Systems Protection Board (MSPB) on essentially the same grounds.

When an employee raises an allegation of discrimination in connection with a RIF appeal, he/she has the option under applicable law to pursue the matter through a negotiated grievance procedure or through the EEO complaints process, however, the employee may not grieve an allegation of discrimination through the negotiated grievance procedure and simultaneously throughout the EEO complaints process.

**SECTION 5.** The Employer or his/her designated representative will conduct a briefing for career and career-conditional employees occupying competitive positions who receive notices of change to lower grade or separation by reduction in force. Employees will be advised in writing of their rights to participate in any outplacement assistance programs, providing they apply for such programs:

- a. DHS Career Transition Assistance Program (CTAP) and Reemployment Priority List (RPL) for consideration for other DHS positions within the commuting area.
- b. Interagency Career Transition Assistance Program (ICTAP) for priority consideration

of displaced employees for other Federal Agency positions within the local commuting area.

**SECTION 6.** The Employer must inform the employee of his/her options of appeal, thereby making his/her choice of remedies an informed election.

## **ARTICLE 26**

### **DISCIPLINARY AND ADVERSE ACTIONS**

**SECTION 1.** The Parties recognize that the Employer has the right and obligation to take disciplinary and adverse actions and that those actions will be for the purpose of correcting offending Employees and maintaining discipline and morale among the workforce when necessary in accordance with applicable laws, rules and regulations. Disciplinary actions will be taken for such cause as will promote the efficiency of the service. The primary objective of discipline is to correct an employee's conduct and/or performance while maintaining high productivity, discipline, and morale among employees. When determining appropriate remedies management may consider such factors as seriousness of offense, past discipline, mitigating circumstances, etc. However, there is no set criteria that must be used as a basis for disciplinary action.

**SECTION 2.** For the purposes of this Agreement, disciplinary actions are defined as a suspension of an Employee for fourteen (14) calendar days or less or a letter of reprimand. Reprimands will be maintained in the Employee's Official Personnel Folder (OPF) for a minimum of 1 year but no longer than two (2) years.

Where formal discipline is not required to effect needed correction, a non-disciplinary action such as oral admonishment, letter of requirement, or Letter of Caution/admonishment/warning may be given. These non-disciplinary actions are not grievable, but may be considered a factor in future disciplinary determinations.

**SECTION 3.** Prior to conducting preaction investigative discussions/examinations, the supervisor shall advise the employee(s) of the purpose of the discussion. An employee of the unit may request Union representation in accordance with the statute. If the employee reasonably believes that the examination may result in disciplinary action against said employee and the employee requests representation, the discussion shall be temporarily suspended while a representative is being obtained. The representative will be given a reasonable amount of time to attend, normally not less than two (2) hours. It is understood this right to representation does not apply to everyday work-related communications between supervisors and employees, nor to discussions concerning job assignments or performance.

**SECTION 4.** The Employer and Union agree on the importance of the use of progressive discipline. Therefore the Employer agrees to impose the minimum remedy that can reasonably be expected to correct the problem. Disciplinary actions shall be taken in a timely fashion and

for just cause in order to correct the offending employee(s) and maintain morale among other employees. Prior to the issuance of a disciplinary or adverse action to an employee, an investigative discussion normally shall be conducted if the employee is available in a duty status.

**SECTION 5.** An employee against whom a suspension of fourteen (14) days or less is proposed is entitled to:

- a. An advance written notice stating the specific reasons for the proposed action;
- b. A minimum of seven (7) days to answer orally and/or in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. Be represented by the Union or other representative of the Employee's choice in accordance with applicable regulations;
- d. The employee and/or representative have a right to review the records upon which the decision was based;
- e. A written decision which shall include the employee's grievance rights.

**SECTION 6.** Grievances pertaining to disciplinary actions can only be processed through the negotiated grievance Procedure in accordance with Article 27 of this Agreement.

The following shall not be considered as formal disciplinary or grievable actions under this Article: oral admonishments, letters of requirement, and letters of caution / admonishment / warning. These non-disciplinary actions are not grievable, but may be considered a factor in future disciplinary determinations.

**SECTION 7.** Upon request by the employee or his/her designated representative, the Employer shall make available a copy of the records upon which the action was based, in order for the employee to make a timely reply. The employee may designate a representative in writing to review the records and assist in preparing the reply.

**SECTION 8.** An Employee against whom an adverse action is taken is entitled to make a timely appeal in accordance with applicable laws, rules, and regulations.

**SECTION 9.** Adverse action may be taken for such cause as will promote the efficiency of the service. Adverse actions include but are not limited to the following actions:

- a. A removal;
- b. A suspension of more than 14 days;
- c. A reduction in grade;

- d. A reduction in pay; and
- e. A furlough of 30 days or less.

**SECTION 10.** An employee against whom an adverse action is proposed is entitled to:

- a. A reasonable amount of time but not less than seven (7) days to reply orally or in writing to the proposed adverse action;
- b. Advance written notice of the proposed action in accordance with the statute, prior to the action being effected. This notice period may be shortened if there is evidence to support the employee has committed a crime for which a sentence of imprisonment may be imposed, or for other reasons authorized by applicable laws, rules and regulations;
- c. The right to representation, record review, and a written decision as cited above.

## **ARTICLE 27**

### **GRIEVANCES**

**SECTION 1.** The Employer and the Union agree that the negotiated grievance procedures in this Article shall apply to matters of concern or dissatisfaction regarding the interpretation or application of this Agreement or violation of law or regulations affecting conditions of employment.

- a. For the purpose of this Agreement, a grievance means any complaint by:
  - 1. Any unit employee concerning any matter relating to the employment of the employee;
  - 2. The Union concerning any matter relating to the employment of the unit employee; or
  - 3. Any unit employee, the Union, or the Employer concerning the effect or interpretation, or a claim of breach of this Agreement; or, any claimed violation, misinterpretation, or misapplication of any laws, rules, or regulations affecting conditions of employment.
- b. The grievance procedure and arbitration shall not apply with respect to any grievance concerning:
  - 1. Any claimed violation, relating to prohibited political activities;
  - 2. Retirement, life insurance, or health insurance;

3. A suspension or removal under the interest of National Security;
4. Any examination, certification, or appointment for Federal employment;
5. The classification of any position, which does not result in the reduction in grade, or pay, of an employee;
6. Separation of a probationary employee for failure to complete a trial or probationary period;
7. Non-selection from a properly ranked promotion certificate;
8. Termination of a temporary promotion or time-limited appointment;
9. Reassignment or demotion of an employee to a non-supervisory position during the probationary period required for new supervisors;
10. Reduction in Force actions;
11. Warnings, which includes but is not limited to cautions, admonishments, letters of requirement, and proposed disciplinary/adverse actions;
12. Performance counseling sessions;
13. Notification of a Performance Improvement Period;
14. Non-receipt of awards or quality step increases;
15. A supervisor's determination of the objectives, performance standards or core competencies for an employee's position;
16. Developments related to suitability or security matters;
17. Travel entitlements;
18. Any other matters specifically excluded by law, regulation, or this agreement.

**SECTION 2.** An employee or group of employees in the unit, or the Union, may file a grievance under this procedure, but only with representation by the Union or a representative approved by the Union.

**SECTION 3.** An employee or group of employees who desire to use the grievance procedures must be represented by the Union unless the employee or group of employees does not desire such representation. If an employee or group of employees desire to represent himself or herself,

they must state in writing to the first level supervisor and the Union that they do not desire Union representation at any step of the grievance procedure. When this occurs, the following conditions apply:

- a. The employee(s) must represent themselves;
- b. Resolution of the grievance must comply with the terms and conditions of this Agreement;
- c. The Union is given the opportunity to be present (one union representative) during any meeting between the employee and management official involving a formal grievance;
- d. The Union is provided a copy of the decision rendered by the Employer in connection with the grievance; and
- e. The Division Chief or designated official renders the final agency decision.

**SECTION 4.** Grievances submitted under this negotiated procedure must be presented to the lowest appropriate supervisory level within fourteen (14) days of the date of a particular act or occurrence giving rise to the grievance. Any grievance not submitted within fourteen (14) days after the occurrence of the matter from which the grievance arose, shall not be presented or considered at a later date, except in such cases where the aggrieved could not be reasonably expected to have been aware of the facts giving rise to the grievance, in which case the aggrieved or Union shall present the grievance within fourteen (14) days.

**NOTE:** The Employer will coordinate grievances with the Civilian Personnel Office, which will maintain the Official Grievance File.

- a. **STEP 1: (INFORMAL)** It is mandatory that an employee complete action under the informal procedure before a grievance will be accepted for processing under the formal procedure. Exception: Grievances, which involve disciplinary and/or adverse actions, annual performance ratings, or personally involved the employee's 2<sup>nd</sup> level supervisor (normally the Step 2 Official), shall be presented as a formal grievance at Step 2. A grievance shall be submitted to the immediate supervisor on the grievance form contained in Appendix II. Such submission must be within the time limit specified in this section. The supervisor shall make every effort to resolve the grievance informally and shall provide a written reply within seven (7) days after receipt of the grievance.
- b. **STEP 2: (FORMAL)** The grievance must be submitted in writing to the next higher level of supervision within fourteen (14) days after receipt of the Step 1 decision or expiration of time for the Step 1 decision. The Step 2 Official, or designated representative, shall meet and discuss the grievance with the parties involved within seven (7) days after receipt of the written grievance. The Step 2 Official, or designated representative, shall issue the decision to the aggrieved employee and the Union representative, in writing, within seven (7) days after the meeting. If the decision is not



formally rendered or a meeting is not scheduled within the seven (7) days, the grievance may be elevated to the next step.

c. STEP 3: If the aggrieved employee or Union is dissatisfied with the Step 2 decision, the grievance may be raised to the Division Chief, ISC NOLA Industrial Division, in writing, within fourteen (14) days after the date the employee and/or Union received the Step 2 decision. If the Division Chief, ISC NOLA Industrial Division, served as the Step 2 Official the Step 3 official will be the Executive Officer, ISC NOLA, or his/her designee. The aggrieved or Union must state the reasons for dissatisfaction with the previous step's decision. The Step 3 Official, or designated representative, shall meet with the aggrieved and Union representative to discuss the dissatisfaction. However, if it is mutually agreed upon and it is determined that no additional information or discussion is necessary, a decision may be issued without holding a meeting. When a meeting is held, the Step 3 Official, or designated representative shall render a written decision within fourteen (14) days after the meeting. Otherwise, a written decision shall be rendered within fourteen (14) days after receipt of the grievance.

d. The Employer, and the aggrieved employee or representative, shall have the right to call a reasonable number of witnesses. Obtaining witnesses, who are not employees of ISC NOLA, will be the responsibility of the party calling such witnesses at the expense of such party. Witnesses, who are employees of the agency, shall suffer no loss of pay or leave for such service.

e. Either the Employer or the Union may initiate a grievance alleging a violation of this Collective Bargaining Agreement, which impacts the unit as a whole by informing the other party in writing. The grievance shall be filed with the Executive Officer or the Union, as appropriate within fourteen (14) days of the occurrence or first knowledge of the matter(s) giving rise to the grievance. Normally the parties shall meet in an attempt to resolve the matter within fourteen (14) days of the written grievance. A second (2nd) meeting shall be held within a reasonable period of time (but not more than 15 calendar days) if considered necessary by either party. The Executive Officer, or designated representative and other appropriate management officials shall represent the Employer. The Chief Steward of the Local or designated representative shall represent the Union in such discussions. If the parties cannot resolve the matter within fourteen (14) days of the last meeting held, arbitration may be invoked in accordance with this Article.

f. Grievances concerning the rating or the ranking of an employee's application for merit promotion actions shall be processed as follows:

1. STEP 1 (INFORMAL) the grievance shall be presented in writing to the Local Civilian Personnel Office within fourteen (14) days of becoming aware of the action grieved. The Local Civilian Personnel Office shall answer with a written decision, as appropriate, within fourteen (14) days after receipt of the grievance.

2. STEP 2 - (FORMAL) If not satisfactorily resolved at the informal stage, the

grievance may be presented in writing to the Chief, Human Resources Center – Southeast Office Civilian Personnel, not later than fourteen (14) days after receipt of the informal decision, or not later than ~~fourteen~~fifteen (~~14~~15) days after initiation of the grievance if no decision has been received. The Chief, Human Resources Center - Southeast Office shall provide a written decision not later than ~~fourteen~~fifteen (~~14~~15) days after receipt of the grievance.

3. STEP 3 - If not satisfactorily resolved at the ~~in~~formal stage, the grievance may be presented in writing to the Chief, Operation Division, Office of Civilian Personnel, not later than fourteen (14) days after receipt of the Formal Step 2 decision, or not later than ~~fourteen~~fifteen (~~14~~15) days after initiation of the formal grievance if no decision has been received. The Chief, Human Resources Center - Southeast Office shall provide a written decision not later than ~~fourteen~~fifteen (~~14~~15) days after receipt of the grievance.

**SECTION 5.** Any time limits herein may be extended by mutual agreement of the employee or representative and the Employer. Failure of the employee or representative to request an extension to observe the time limits provided for herein shall constitute a basis for termination of the grievance by the Employer.

**SECTION 6.** New or additional issues may not be raised by the aggrieved in subsequent steps of the grievance procedures; only issues raised at Step 1 will be considered. However, the aggrieved employee and/or Union may submit information/evidence, which was not known at earlier steps to support the original issues.

**SECTION 7.** Verbatim records by transcript or tape will not be made during grievance meetings. Both parties may take notes during the meeting.

**SECTION 8.** An employee or the Union may appeal an adverse action under this grievance procedure; however, in the appeal of any matter covered under applicable regulations, the aggrieved employee or Union must choose between this Collective Bargaining Agreement grievance procedure or other applicable appellate procedure. Such a decision by the employee and/or Union shall be in writing and shall be irrevocable.

**SECTION 9.** An employee may grieve a performance rating of record that has not been raised in connection with an appealable action. Once an employee raises a performance rating issue in an appeal, any pending grievance will be dismissed.

**SECTION 10.** If the parties fail to settle any grievance at the final step of the grievance procedure set forth in this Article, such grievance may be referred to arbitration within thirty (30) calendar days.

## ARTICLE 28

## **ARBITRATION**

**SECTION 1.** If the parties fail to settle any grievance at the final step of the grievance procedure set forth in this Article, such grievance may be referred to arbitration within thirty (30) calendar days. Arbitration may be invoked only by the Union or the Employer.

**SECTION 2.** The parties will jointly select an arbitrator by mutual agreement. If mutual agreement cannot be reached in the selection of an arbitrator, then the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of the names of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within seven (7) days after the receipt of such list and proceed to select one (1) name from the list. The seven (7) day requirement may be extended by mutual agreement of both parties. Selection shall be made by each party alternately striking one arbitrator's name from the list. The one remaining name shall be the duly selected arbitrator.

**SECTION 3.** The fee and expenses of the arbitrator shall be borne equally by the Employer and the Union. Further, the Employer and the Union shall share equally the expenses of any mutually agreed upon services in connection with the arbitration proceedings. However, if one party requests services that are not mandatory and not mutually agreed upon, expenses will be borne by the requesting party. The Employer shall provide adequate space for the arbitration hearing.

**SECTION 4.** The arbitration hearing shall normally be held during the regular business day hours of the basic workweek. The aggrieved employee, representative, and those witnesses who are employees of the agency and have a direct knowledge of the circumstances/ facts relevant to the case shall be excused from duty without loss of pay or charge to accrued leave to participate in the arbitration proceedings. The Employer and the Union shall provide a list of witnesses to be called at least fourteen (14) days in advance of arbitration.

**SECTION 5.** An arbitrator shall not change, modify, alter, delete, or add to the provisions of this Collective Bargaining Agreement; such right is the prerogative of the contracting parties only. The arbitrator will be requested to render his/her opinion to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearing unless the parties otherwise agree.

**SECTION 6.** Either party may file exceptions to the arbitration award with the applicable review board under regulations prescribed by the same. However, if no exception to the award is filed with the applicable body during the thirty (30) calendar day period beginning on the date the award is served on the parties, the award shall be final and binding.

**SECTION 7.** A copy of this Collective Bargaining Agreement shall be submitted to the duly selected arbitrator as part of the submission.

**SECTION 8.** In the event either Party should declare a grievance non-arbitrable, the original grievance will be considered amended to include this issue. The issue of arbitrability will be

raised in writing no later than seven (7) calendar days of receipt of the notice of intent of submission to arbitration. Disputes of arbitrability will be referred to arbitration as a threshold issue in the related grievance in accordance with the arbitration process addressed in this Agreement.

## **ARTICLE 29**

### **CONTRACTING WORK**

**SECTION 1.** It is agreed that the Employer retains the right to compete bargaining unit work and to convert that work to contract or public reimbursable performance in accordance with the OMB Circular A-76 and applicable law.

**SECTION 2.** The Employer agrees to comply with the OMB Circular A-76 and all applicable laws, rules, and regulations concerning the competition of bargaining unit work. The Employer will notify the Union when a determination is made to initiate formal competition of work that is currently being performed by bargaining unit employees and which could potentially result in the displacement of bargaining unit employees. As an interested party to the competition, the Employer will provide equal access to the Union public information pertaining to the competition, which is appropriate and releasable, provided such request meets requirement set forth in applicable laws, rules, and regulations.

**SECTION 3.** The Union will be provided an opportunity to review and comment on the performance work statement within the timeframes established by the Employer for all interested parties. Union member(s) will be invited to participate on the PWS team subject to the approval of the PWS Team Leader. Such participation is subject to compliance with applicable OMB Circular A-76 dated 29 May 2003, or as amended.

**SECTION 4.** When the Employer formally decides to compete work that could result in the displacement of career or career conditional employees within the bargaining unit, the Employer will notify the Union. When the Employer decides to convert (contract out) work that will result in the displacement of career or career conditional employees within the bargaining unit, the Employer will notify the Union. The Union may request and the Employer shall provide the Union a briefing on the decision and the process toward implementing that decision.

**SECTION 5.** There are situations that require short term contracting out of work due to peaks in workload or other conditions. When contracting out of this nature occurs – as compared to recurring expansions of work or the development of new requirements - the Employer will consider overtime as a non-negotiable option to complete such work provided the work could otherwise be performed in-house.

## **ARTICLE 30**

## **EMPLOYEE ASSISTANCE PROGRAM**

**SECTION 1.** The Employer will administer an Employee Assistance Program (EAP) in accordance with appropriate Public Laws and Coast Guard regulations. The Union and the Employer agree to encourage both employees and supervisors to become aware of counseling, training, and referral programs available for conditions such as alcoholism and drug abuse. The Employer and the Union encourage use of the EAP for addressing personal problems, including alcohol and drug abuse.

**SECTION 2.** If an Employee is having a personal difficulty of any sort, participation in the appropriate treatment program(s) is strongly encouraged. While involved in the EAP, Employees are entitled to the utmost in confidentiality, to the maximum extent possible. An employee who participates in the EAP will not be treated in a disparate manner from other employees solely for participation in the EAP.

## **ARTICLE 31**

### **TRAINING**

**SECTION 1.** The Parties believe and support 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 performing their duties. Employees are encouraged to inform their supervisors of any training needs they feel relate to the acceptable performance of their work assignments. Such information shall be considered by the Employer in identifying training needs.

**SECTION 2.** Employees may request training they believe will result in better organizational and/or individual performance. Training requests will be considered based on operational needs, workload requirements and available funding/resources as determined by the Employer.

**SECTION 3.** The Employer and the Union recognize the benefits that the US Coast Guard, ISC New Orleans Industrial derives by encouraging Unit employees to pursue self-development. These efforts are primarily supported by the employee and engaged in on the employee's own time for the purpose of their becoming more competent in his/her line of work, trade, or preparation for qualification for promotion.

**SECTION 4.** The Employer and the Union will advertise and encourage employee use of the Coast Guard's Tuition Assistance Program to pursue self-development that will benefit the mission of the Coast Guard.

## **ARTICLE 32**

### **TECHNOLOGICAL CHANGE**

**SECTION 1.** The Employer and the Union agree that it is mutually beneficial and a sound economic and social goal to utilize the most efficient machines, processes, methods and/or materials. In this way, the Employer will be able to compete effectively, thereby, providing economically secure jobs for its employees. The Employer also recognizes it is beneficial to solicit employee input when considering technological changes and will do so whenever feasible.

**SECTION 2.** The Employer shall notify the Union as far in advance as possible of any proposed technological changes. Upon request, the Employer will meet with the Union in a timely manner to discuss and negotiate the effects of the proposed technological change upon the workforce in accordance with Article 2, Section 2, of this Agreement. Technological changes are changes affecting equipment, method/process, material, and labor relations. Labor relations is the communication between the employer and employees which will affect the process/method of the technological change. The parties involved in the technological change should understand the change itself and the purpose for the change.

**SECTION 3.** The Employer agrees that when a technological change takes place that requires additional knowledge and/or skill on part of the employees in an affected unit, priority consideration for training shall be given to those employees affected by the technological change. The Employer and Union agree to encourage training and development of employees consistent with the needs of the Employer and available resources by either on-the-job training, internal or external formal courses. To the extent controllable by the Employer, such training shall be accomplished during duty hours. Costs for said training shall be borne by the Employer.

**SECTION 4.** The Employer and Union realize the way jobs are performed today, and possibly the job itself, may be different tomorrow, which will require continual improvement and change. The benefits of using continuous improvement will be the long-term security of having a more competitive workforce to satisfy our mission.

## **ARTICLE 33**

### **TRAVEL**

**SECTION 1.** When employees are required to travel, the provisions of all applicable laws, rules or regulations including pertinent DHS, GSA, OPM and USCG Travel Regulations shall be followed.

**SECTION 2.** A standard travel order will be issued to employees when required to travel beyond the local area. The local area for purposes of this Collective Bargaining Agreement is considered a distance, which the employee can travel to, accomplish assigned work, and return from during his/her regularly scheduled days and hours of work.

**SECTION 3.** Travel assignments shall be by the character of the work to be performed, the

skills required, and the availability of employees.

**SECTION 4.** Normally an employee on official travel will not be required to travel during unreasonable hours and, whenever possible, the employee will be scheduled to travel during the employee's normal hours of work, circumstances and mission requirements permitting. A traveler on official business will exercise the same care in incurring expenses and accomplishing a mission that a prudent person would exercise if traveling on personal business.

## **ARTICLE 34**

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

**SECTION 1.** Both the Employer and the Union agree that selection of employees will be based on applicants' qualifications for the job. Equal opportunity for employment will be provided to persons without regard to race, color, religion, sex, national origin, age, or mental or physical disability, as provided by federal statute.

**SECTION 2.** The Employer agrees that, upon initial contact with the EEO counselor, any Unit Employee filing an informal discrimination complaint shall be advised by the counselor that the complainant is entitled to a representative of his/her choice.

**SECTION 3.** Employees who believe they have been discriminated against may process a timely complaint either through the Negotiated Grievance Procedure, or the Department of Homeland Security Discrimination Complaint Processing Procedure, but not both.

a. Once a timely written complaint is initiated under either procedure, the choice shall be irrevocable.

b. Under the Negotiated Grievance Procedure an Employee may choose to seek the assistance of an EEO Counselor or may file a grievance without consulting a Counselor.

1. An Employee must bring his/her complaint to the attention of an EEO Counselor alleging prohibited discrimination within forty-five (45) calendar days of the incident giving rise to the complaint; or

2. An Employee may file a grievance alleging prohibited discrimination under the provisions of Article ~~??~~. 27.

c. An Employee may allege prohibited discrimination under either process, but not both.

**SECTION 4.** The Employer and the Union recognize the desirability of open channels of communications between Unit employees and the Employer on EEO matters.

## ARTICLE 35

### DUES ALLOTMENT

**SECTION 1.** Union dues (the regular, periodic amounts required to maintain an employee in good standing in the Union) shall be deducted by the Employer from an employee's pay each payroll period when the following conditions have been met:

- a. The employee either is a member in good standing of the Union or has signed up for membership in the Union subject to the payment of the first month's dues through voluntary allotment as provided herein, and the employee's net salary, after other regular and required deductions, is regularly sufficient to cover the amount of an authorized allotment for employee organization dues. Deductions are to be made each pay period in which earnings are sufficient to cover the amount of the allotment after all other deductions authorized either by law or by the employee have been made.
- b. The employee has voluntarily authorized such a deduction on Standard Form 1187 supplied by the Union.
- c. The Union has completed and signed Section A of such form on behalf of the Union.
- d. Such completed forms, clearly identifying the employee's pay number, shall be transmitted by the Union to the Civilian Personnel Office for processing.

**SECTION 2.** The Union shall supply to the employee involved the Standard Allotment Form 1187. The Union shall be responsible for the purchase and the distribution of such forms to its members and for completion of Section A thereon, including the certification of the current amount of such Union's regular dues to be deducted each bi-weekly pay period. It shall be the responsibility of the Union to assure that allotments on the part of its members are voluntary and to inform employees fully of the conditions governing revocation of allotments.

**SECTION 3.** Deduction of dues to the Union shall normally begin with the first full pay period, which occurs after receipt of Standard Form 1187, by the servicing Payroll office.

**SECTION 4.** The amount of Union dues to be deducted each bi-weekly pay period on behalf of the Union shall remain as originally certified to on such allotment forms by the authorized Union official until a change in the amount of such deduction is certified to by the authorized Union official and such certification or change is duly transmitted from the Union through the Civilian Personnel Office to the Payroll office.

**SECTION 5.** Any such change in the amount of any employee's regular dues with resultant change in the amount of the allotment of such employee per bi-weekly pay period normally shall become effective with the deduction allotment made on the first full pay period after receipt of the notice of change by the Payroll Office through the Civilian Personnel Office. The servicing



payroll office will transmit dues allotments to NFFE National Headquarters.

**SECTION 6.** An employee's voluntary allotment for payment of his/her Union dues shall be terminated by the Employer's payroll when any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Receipt of notice by the Civilian Personnel Office from the Union that an employee has been transferred outside the Union's recognized bargaining unit.
- c. Separation of the employee for any reason including death or retirement.
- d. Receipt by the Civilian Personnel Office of notice that the employee has been expelled or has ceased to be a member in good standing of the Union.

**SECTION 7.** An allotment for the deduction of an employee's Union dues may also be terminated by the employee through submission of a Standard Form 1188 properly executed in duplicate by the individual employee to the Union. Employees may terminate an allotment only upon the one (1) year anniversary of the first day of the period the payroll deduction began and on each succeeding anniversary date. A request for termination of allotment under this Section must be submitted no sooner than fifteen (15) days prior to the one (1) year anniversary date and no later than fifteen (15) days after the anniversary date. The Civilian Personnel Office shall be responsible for obtaining a supply of the Standard Form 1188 and making the form available to the Union upon request. The Civilian Personnel Office will furnish the employee/Union with his/her anniversary date upon request.

**SECTION 8.** The Union shall promptly notify the Civilian Personnel Office in writing when any member of the Union is expelled or for any reason ceases to be a member in good standing.

**SECTION 9.** It is the responsibility of the Union to inform each of its members of the voluntary nature of the authorization procedure for authorizing the allotment, as well as the provisions and procedure for revoking an authorization as set forth in this Article.

## **ARTICLE 36**

### **DURATION AND CHANGES**

**SECTION 1.** This Agreement must be ratified by the Union membership and approved by Commandant, United States Coast Guard. This Agreement will remain in full force and effect for three (3) years from the effective date. This Agreement will terminate immediately at any time the Union is no longer entitled to exclusive recognition for the present Unit under 5 U.S.C. Chapter 71 or applicable DHS rules and regulations.

**SECTION 2.** By mutual consent of both parties, the Agreement may be reopened at any time

for amendment. Requests for amendment shall be in writing and must be accompanied by a summary of the amendment or amendments proposed. Representatives of the Employer and the Union shall meet to discuss the matter in accordance with governing regulations. Upon mutual agreement that reopening is warranted the parties shall proceed to negotiate those matters, and to duly execute any Agreement reached. Such amendment shall also be subject to ratification by the Union membership and approval by the Commandant, United States Coast Guard.

**SECTION 3.** Either party may give written notice to the other, not more than one hundred five (105) nor less than sixty (60) days prior to the three (3) year expiration date, and each subsequent expiration date, for the purpose of renegotiating this Agreement. If neither party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for a three (3) year period pending approval of the DHS USCG.

**SECTION 4.** This Agreement shall automatically terminate on the date determined by appropriate authority that the Union is no longer entitled to exclusive recognition in the unit, which this Agreement covers.

**SECTION 5.** No agreement, alteration, understanding, variation, waiver, or modification of any terms or conditions contained herein shall be made by any employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties.

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

**SECTION 7.** In the event renegotiation of this Agreement is in progress and will not be completed by the termination date, the Agreement, subject to approval by the Commandant, United States Coast Guard, will remain in full force and effect until a new contract is approved.

**SECTION 8.** The parties may negotiate a Memorandum of Understanding (MOU) concerning any matter appropriate for negotiations, or as a mutual understanding concerning the terms and conditions herein.

## **ARTICLE 37**

### **GENERAL PROVISIONS**

**SECTION 1.** The Employer, the Union, and the bargaining unit employees are expected to treat each other with respect in the workplace.

**SECTION 2.** The Employer will have the completed Agreement printed and the Parties will jointly distribute a copy to all employees of the unit. New employees of the unit will be supplied with a copy of the current contract when they report for duty.

**SECTION 3.** Employees are expected to dress in appropriate business/workplace attire, which is in conformance with ISC New Orleans Dress Code.

**SECTION 4.** Smoking is prohibited within the office and shop work areas and well as in all government vehicles. Employees may smoke in designated outdoor smoking areas only. Employee smoke breaks are limited to a brief morning and afternoon break and lunch periods.

**SECTION 5.** Employees are required to use official government vehicles for all non-air travel, subject to availability of a vehicle. Drivers will not put any official government vehicle into motion until all seatbelts are fastened. Employees shall use government owned or leased vehicles for official business only in accordance with government laws, rules, and regulations and are subject to disciplinary action for non-compliance.

**SECTION 6.** Employee will not use government telephones for personal long distance telephone calls outside the local commuting area or any other calls that will result in a charge to the government. Brief long distance calls within the local commuting area are authorized. Limited personal use of government telephones is permissible in accordance US Coast Guard instructions. Such calls should be kept to a minimum in frequency and duration. Employees will be allowed one long distance telephone call per day while on official travel, not to exceed \$2.00 per day. Reimbursement is limited to the lesser of \$2.00 per day or the actual expenditure.

**SECTION 7.** Employees are responsible for complying with US Coast Guard instructions regarding limited personal use of government equipment, including email and Internet access and may be subject to disciplinary action for non-compliance.



DISCUSSION

\_\_\_ PREPARE FOR APPEALS  
MANAGEMENT

\_\_\_ CONSULTATION WITH

\_\_\_ RESEARCH PREPARE GRIEVANCE

\_\_\_ REVIEW COMMAND POLICY

\_\_\_ OTHER

(SPECIFY) \_\_\_\_\_

REPRESENTATIVE'S SIGNATURE:

\_\_\_\_\_

PERMISSION GRANTED \_\_\_\_\_ DENIED \_\_\_\_\_ (IF DENIED, STATE REASON)

\_\_\_\_\_

SUPERVISOR'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

AREA VISITED SIGNATURE OF POINT OF CONTACT  
(MANAGEMENT/UNION OFFICIAL)

\_\_\_\_\_

AREA VISITED SIGNATURE OF POINT OF CONTACT  
(MANAGEMENT/UNION OFFICIAL)

\_\_\_\_\_

AREA VISITED SIGNATURE OF POINT OF CONTACT  
(MANAGEMENT/UNION OFFICIAL)

TIME LEFT JOB SITE: \_\_\_\_\_

TIME RETURNED: \_\_\_\_\_

TOTAL TIME CHARGED: \_\_\_\_\_ SUPERVISOR'S  
INITIALS: \_\_\_\_\_

SUPERVISOR COMMENT(s):

**APPENDIX II**

<b>ISC NEW ORLEANS GRIEVANCE FORM</b>				
<b>AGGREIVED EMPLOYEE NAME</b>	<b>DATE</b>	<b>EXTENSION</b>	<b>DIVISION</b>	<b>SECTION</b>
<b>REPRESENTATIVE NAME</b>	<b>EXTENSIO N</b>	<b>DIVISION</b>	<b>SECTION</b>	<b>IMMED SUPV</b>
<b>MANAGEMENT OFFICIAL SUBMITTED TO:</b>				<b>DATE</b>
<b>DESCRIPTION OF GRIEVANCE: "ATTACH ADDL SHEETS AS REQUIRED"</b>				
			<b>DATE OF OCCURRENCE</b>	
<b>CORRECTIVE ACTION DESIRED:</b>				
<b>STEP 1 (INFORMAL)</b>		<b>MANAGEMENT DECISION:</b>		

<b>GRIEVANCE WAS/WAS NOT RESOLVED (CIRCLE ONE)</b>			
<b>SUPERVISOR</b>	<b>DATE</b>	<b>EMPLOYEE/REPRESENTATIVE</b>	<b>DATE</b>
<b>REASON FOR DISSATISFACTION OF STEP 1 MANAGEMENT DECISION</b>			
<b>EMPLOYEE/REPRESENTATIVE SIGNATURE</b>			<b>DATE</b>

<b>STEP 2 (FORMAL)</b>	<b>MANAGEMENT DECISION:</b>

**GRIEVANCE WAS/WAS NOT RESOLVED (CIRCLE ONE)**

**SUPERVISOR**

**DATE**

**EMPLOYEE/REPRESENTATIVE**

**DATE**

**REASON FOR DISSATISFACTION FOR STEP 2 MANAGEMENT DECISION**

**STEP 3 MEETING IS/IS NOT REQUESTED (CIRCLE ONE)**

**EMPLOYEE/REPRESENTATIVE SIGNATURE:**

**STEP 3 (FORMAL)**

**MANAGEMENT DECISION:**

**GRIEVANCE WAS/WAS NOT RESOLVED (CIRCLE ONE)**

**COMMANDING OFFICER/DESIGNATED REPRESENTATIVE**

**DATE**



<b>EMPLOYEE/REPRESENTATIVE SIGNATURE</b>	<b>DATE</b>

## Appendix III

### DEFINITIONS

**DAY:** Refers to calendar day unless otherwise noted.

**EMPLOYEE:** Bargaining unit employee.

**UNION REPRESENTATIVE:** The Union representative officially designated in writing by the Union to serve as the point of contact for Union matters/notices for the Unit.

**EMPLOYER:** Department of Homeland Security, United States Coast Guard, Integrated Support Command, Industrial Division, New Orleans, Louisiana.

**CIVILIAN PERSONNEL OFFICE:** Servicing Human Resources Office located in CG HQs, G-WPC. Human Resources issues are serviced locally by the Command Staff Advisor.

**FAIR AND EQUITABLE** - A logical method or process utilized for making assignments (e.g. overtime, travel, details, etc.) taking into account qualifications and employee volunteers. This process may not necessarily result in equal numbers of assignments (desirable or undesirable) at the end of the contract.

The parties hereby execute this agreement on this 24<sup>th</sup> day of August 2004.

For the Union:

For the Employer:

---

John C. Griffin  
Chief Negotiator

---

Susan E. Tanner  
Chief Negotiator

---

Alton W. Wilson  
President, NFFE Federal Local 513

---

CDR Mark S. Hemann  
Executive Officer

---

LT Daniel P. Rogers  
Member

---

Lori D. Matherne  
Alternate Member

---

CAPT David J. Regan  
Commanding Officer