NEGOTIATED MASTER LABOR AGREEMENT BETWEEN THE

UNITED STATES COAST GUARD

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, COUNCIL 120

Effective December 17, 2024

Table of Contents

Article 1 - Preamble

WHEREAS Council 120 of the American Federation of Government Employees, AFL-CIO (Union), acting on behalf of bargaining unit employees and with authority to enter an agreement from the exclusive representative, the American Federation of Government Employees, AFL-CIO, and the United States Coast Guard (Agency), together referred to as the Parties, recognize that the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decisions which affect them, safeguards the public interest, contributes to the effective conduct of public business, and facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

WHEREAS the Parties recognize that the public interest demands the highest standards of employee performance and implementation of modern progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government; and

WHEREAS the Parties recognize that a mutual commitment to cooperation promotes both the efficiency of the Agency's operations and the well-being of its employees; and

WHEREAS the Parties agree that all those covered by the Agreement, as well as those engaged in its administration will treat each other in a civil manner and with respect; and

WHEREAS the Parties agree that employees shall be treated fairly and equitably in the implementation and application of this Agreement as well as related personnel policies and practices; and

NOW THEREFORE the Parties hereby further agree as follows:

Article 2 - Recognition and Unit Coverage

Section 2.01 – Parties to the Agreement

A. The parties to this Agreement are the U.S. Coast Guard (Agency) and the American Federation of Government Employees AFL-CIO, Council 120 (Union).

B. It is understood that the term Agency when used in the context of this agreement will generally refer to U.S. Coast Guard. However, since the Agency is a component and, for labor relations purposes, a primary national subdivision of the Department of Homeland Security, the term Agency may address either of the above in context of its specific use.

Section 2.02 – Unit of Recognition

The unit of recognition covered by this Agreement is that unit certified by the Federal Labor Relations Authority on November 16, 2007 in Federal Labor Relations Authority Case No. WA-RP-07-0040 (Appendix A) and by any subsequent Federal Labor Relations Authority decisions that amend, clarify, or change this recognition. The Agency recognizes the Union as the exclusive representative of all employees (hereinafter referred to as "employees" or "bargaining unit employee(s)") in the bargaining unit as defined in the unit definition below. The Union is responsible for representing the interests of all such bargaining unit employees with respect to grievances, personnel policies, practices, or matters affecting their general working conditions without discrimination and without regard to Union membership and in accordance with applicable laws, rules, and regulations.

Section 2.03 – Coverage of the Agreement

A. This Agreement covers only those positions included in the bargaining unit. Where the term "employee" or "employees" is used, it is understood that it includes only bargaining unit employees unless otherwise expressly stated.

B. This Agreement shall apply to any employees or positions that are added to the bargaining unit during the life of this Agreement. Such application will begin upon certification by the Federal Labor Relations Authority (FLRA).

Section 2.04 – Unit Clarification

A. The Agency will notify the Union when it determines to change a given position's bargaining unit status. The notice will be given prior to effecting that change. If the parties are unable to resolve a dispute over whether a given position is included or excluded from the bargaining unit, the matter may be referred to the Federal Labor Relations Authority in accordance with law, regulation and this Agreement. This provision does not apply to the movement of an employee from a position in the bargaining unit to a different position which is excluded from the unit, for example, by promotion, reassignment, transfer or other lawful means.

B. The Agency will give the Union ten (10) days written notice prior to intentionally changing the bargaining unit status of a position in the unit. The notice will include the justification for the change. If the Union does not agree with the change, the Union may request an abeyance within ten (10) days of receipt of the Agency's notice. The abeyance request must include a justification of why the

Agency should not affect the change. If Management agrees to hold the change in abeyance, then the Union will have twenty (20) days to file a certificate of clarification with the FLRA. Requests for abeyance will normally be approved, unless the changes are to statutorily exclude a position from the bargaining unit, or the Agency provides documentation that the change is appropriate. Changes due to the national security exemption are not subject to this prior notice requirement.

Article 3 - The Effect of Law, Regulation, Policy, and Practice

Section 3.01 – Relationship to Laws and Regulations

A. This Agreement is subject to:

1. The provisions of existing and future laws;
2. Existing Government-wide regulations including but not limited to policies and regulations set forth by the United States Office of Personnel Management;
3. Regulations of the United States Department of Homeland Security and United States Coast Guard in existence as of the date this Agreement is effective; and
4. Any Government-wide regulations issued after the effective date of this Agreement implementing the Merit Systems Principles found in 5 USC 2302.

Section 3.02 – Relationship to Agency Policies

A. This relationship is further governed by all current and future Agency policies not in conflict with this agreement. For purposes of this section, the term "policies" includes, but is not limited to mean, directives, instructions, manuals, operating procedures, office policies, memos, ALCOAST, ALCGCIV, AIGs, Commandant Notes, TTPs.

B. Whenever a provision of a policy conflicts with the Master Labor Agreement, the Master Labor Agreement governs.

Section 3.03 – Statutory Rights of the Parties

Each party retains the rights accorded to it by the provisions of 5 USC Part III, Subpart F, Chapter 71, as amended. Any lawful waivers of any of the rights given to the Agency or the Union must be clearly and unmistakably set forth in this Agreement, and understood as having been waived by the respective party.

Section 3.04 – Prior Agreements and Past Practices

A. Any prior Agreement, written or oral, shall terminate upon the effective date of this agreement with the exception of:

1. National Memoranda of Understanding/Agreement (MOU/A) in effect at the time this Master Labor Agreement is executed will be reviewed by AFGE Council 120 and CG-124. The Local President and Unit Commanding Officer, or designee, will review the existing local MOU/A(s) at their location.
2. All past practices will end upon the effective date of this Agreement. However, should a practice continue after the effective date and meet the definition of a practice contained in this article, it will be recognized as such providing it does not conflict with the terms of this Agreement.
3. The party alleging that a practice exists bears the burden of establishing, at a minimum, that:

a. The alleged practice was clear and applied consistently.

b. The alleged practice was not a special, one-time benefit or meant at the time as an exception to a general rule.

c. Both the Union and the Agency knew the alleged practice existed and management agreed with the practice or, at least, allowed it to occur.

d. The alleged practice existed for a substantial period of time and it had occurred repeatedly.

Section 3.05 – Management Rights

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

1. Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency—

a. to determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

b. in accordance with applicable laws—

i. to hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

ii. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;

iii. with respect to filling positions, to make selections for appointments from-

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

(B) any other appropriate source; and

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

c. Nothing in this section shall preclude any agency and any labor organization from negotiating—

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

ii. procedures which management officials of the agency will observe in exercising any authority under this section; or

iii. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Article 4 – Duration and Distribution of the Agreement

Section 4.01 – Effective Date

This Agreement will be become effective and implemented when it has been executed by the parties, ratified by the Union and submitted to the Agency head and reviewed and approved pursuant to 7114(c) of 5 USC Chapter 71.

Section 4.02 – Duration of Agreement

A. This Agreement shall remain in full force and effect for a period of six (6) years after its effective date, with a reopener after three (3) years. The Agreement shall be automatically renewed for one (1) year periods unless either party gives the other party notice of its intention to renegotiate this Agreement. For the reopener, either party must give the other party the notice of intention to reopen this agreement no less than sixty (60) days or more than one hundred twenty (120) days. During the reopener, each party may open to three (3) articles. To renegotiate the term agreement, either party must notify the other party no less than sixty (60) days or more than one hundred twenty (120) days prior to its termination date.

B. In accordance with law, if renegotiation of a successor agreement is in progress but not completed upon the termination date of this Agreement, the terms and conditions of employment of employees in the bargaining unit provided in this Agreement will be extended until the successor agreement is effective except as stated in Section 4.03 and 4.04 below.

C. After the expiration of this agreement the Agency may, at its election, determine not to continue a provision subject to 5 USC 7106 (b)(1). The Agency shall provide the Union reasonable notice of such determination.

D. Any provision of this agreement determined to violate applicable law shall be considered null and void from the date of that determination. The Union shall be advised of such determination.

Section 4.03 – Amendments and Modifications

This Agreement may only be amended, modified, or renegotiated in accordance with the provisions of law and this Agreement.

Section 4.04 – Distribution of the Agreement

The Agency shall furnish a complete and edited electronic copy of the agreement to the Union. The Agency will post an electronic version on the Coast Guard portal. The Agency will provide an appropriate copy to a disabled employee upon a demonstration of need.

Article 5 – Employee Rights

Section 5.01 – Overview

A. Employee's rights are established under 5 United States Code (USC) Chapter 7102.

1. Each employee shall have the right to join or assist the Union, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Such rights include:

a. to act for a labor organization in the capacity of a representative, and the right, in that capacity, to present the views of the labor organization to heads of Agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities; and

b. The right to engage in collective bargaining with respect to conditions of employment through representatives.

c. The right to file grievances under Article 33, Negotiated Grievance Procedure.

B. The Agency will follow all applicable laws, regulations, and internal policies:

1. Personnel management will be conducted in accordance with 5 USC 2301, Merit System Principles, and 5 USC 2302, which addresses Prohibited Personnel Practices.

2. Annual Notice: 5 USC 7114(a)(3)

Section 5.02 – Right to Representation

A. Employees have a right to the representation and assistance of the Union. With supervisory approval, employees may contact and meet privately with a Union representative during duty hours for representational matters. The employee will generally be released from duties when he/she requests to exercise this right, unless mission requirements prevent it. If the employee cannot be released immediately, the employee will normally be released two (2) hours before the end of his/her tour of duty.

B. In any examination of an employee in connection with an investigation, if the employee reasonably believes that the examination my result in disciplinary action against him/her, the employee has the right to have a Union representative present in the examination**.** Supervisors are strongly encouraged to inform the employee of his/her right to union representation prior to the commencement of questioning.

C. If the employee exercises his or her option to have union representation present, the employee will have a reasonable period of time to secure Union representation and meet with the representative prior to the meeting.

D. At the time the employee is initially contacted to schedule such an interview as

described in this Article, the employee will be provided with the general subject of the interview.

E. The arrangements made to accommodate Union representation in Section 5.02(B) may not cause an unnecessary delay prompting an obstruction of the Agency's investigation.

F. Where a representative of the Agency denies an employee the opportunity to be represented by the Union during an investigative interview, the employee will, upon request, be provided with the reason for the denial in writing.

G. Interviews that continue beyond the employee's regular duty hours shall constitute hours of work and be compensated for by the Agency.

H. In no case will the Agency be precluded from taking appropriate disciplinary action where the supervisor does not inform the employee of their right to a representative during an investigative interview.

Section 5.03 – Weingarten Rights

A. The Agency will continue to post/provide the annual Weingarten notice to bargaining unit employees and informing employees of their Weingarten rights and reminding supervisors of their associated obligations. This message will be released approximately six (6) months after each annual Weingarten notice.

B. The Agency will inform the local union president, or designee, that the annual Weingarten notice has been published and allow the local union representative to conduct training on Weingarten rights with interested bargaining unit employees within four (4) weeks of the annual notice to employees. This training will be authorized to be conducted during duty hours and shall not exceed thirty (30) minutes in length. Travel for this training will not be authorized at Agency expense.

Section 5.04 – Personal Rights

A. All employees shall be treated fairly and equitably in all aspects of personnel management and without regard to political affiliation, race, color, religion, national origin, gender, sexual orientation, marital status, parental status, age, or disabling condition, and with proper regard and protection of their privacy and constitutional rights.

B. The parties agree that in the interest of maintaining a congenial work environment, Agency employees will deal with each other in a professional manner and with courtesy, dignity, and respect. To that end, all Coast Guard employees should refrain from coercive, intimidating, loud or abusive behavior. The parties further agree that bullying is prohibited in the workplace and will not be tolerated. The Agency will provide information on "Bullying in the Workplace" on the agency website.

C. The Agency will make every reasonable effort to conduct discussions between supervisors and employees, other than run-of-the-mill work conversations, in private.

D. If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Agency has knowledge of and can control the situation.

E. New employees will generally be introduced to the staff with which they will work, during the first week they report for duty.

F. In accordance with existing statutes and regulations, employees have the right to present their personal views to Congress, the Executive Branch or other authorities without fear of penalty or reprisal.

G. The Agency will provide lockable accommodations for the secure storage of appropriate personal belongings for employees.

H. Any search of these accommodations other than in an extraordinary or emergency situation will be conducted as follows:

   1. If the employee is present in the work area, the employee will be permitted to observe the search.

   2. If the employee is not present in the work area, a local union representative will be permitted to observe the search

   3. If neither the employee nor the union representative are present in the area, the search will be delayed for a reasonable period (normally no longer than four (4) hours but not to exceed the end of the calendar day) in order for the employee or the Union to observe the search. The Agency will make every effort to conduct such searches during the employee's or representative's regular work hours. Employees will not be authorized overtime pay to observe the search if it is delayed pending their return to the work area.

I. Upon request, the Agency will instruct employees on filing a claim for reimbursement for personal property damage or loss under 31 USC 3721 and will make forms available where such forms are part of the process.

J. Employees shall have the right to direct and/or fully pursue their private lives, personal welfare and personal beliefs without interference, coercion or discrimination by the Agency so long as such activities do not conflict with job responsibilities. The standard of nexus shall apply.

K. Complaints to management about an employee from members of the public or co-workers shall be brought to the attention of the employee in a timely manner. Such complaints will be considered to be confidential information and will not be shared with anyone without a valid, business-based need to know. Any observation that may be used to propose discipline or performance based action will be brought to the attention of the employee in a timely manner.

Section 5.05 – Facilities

A. The Agency will continue to provide existing access to clean and comfortable meal and break areas in proximity to employees' work areas.

B. Upon written request, the Agency will make reasonable efforts to provide available space (e.g. conference rooms, training rooms, etc.), for use by employees for exercise classes, aerobics, and other physical fitness activities. This space may be made available during normal operating hours for use by employees during their lunch hours or non-working hours, to the extent that these activities do not cause a disruption to the office. Established procedures for reserving the use of such space must be followed and the parties acknowledge that work requirements, such as meetings and training sessions can override such requests. Where convenient facilities exist nearby, the union and the Agency will explore a joint use program provided there is no cost incurred by the Agency.

Section 5.06 – Debt Collection

A. The purpose of this section is to summarize the debt collection process and is by no means meant to be an authoritative summary of the process. NOTE: No debts other than those owed to the government are covered by this article. Individual employees notified of overpayments and any related debt owed to the Federal government should not rely solely on this summary. The procedures in this section are not grievable. The debt collection processes outlined below and throughout the Federal government are subject to Federal laws and regulations, Department of Homeland Security (DHS), and Coast Guard policies and procedures, including, but not limited to:

1. 5 USC § 5514
2. 15 USC § 1673
3. 26 CFR 301.6402-1 through 7
4. 26 USC § 6402
5. 31 CFR Part 285
6. 31 CFR Part 901
7. Debt Collection Act of 1982 (DCA); Debt Collection Improvement Act of 1996 (DCIA), 31 USC § 3701, 3711-3720E
8. Fair Debt Collection Practices Act
9. Federal Claims Collections Standards
10. Federal Acquisitions Regulations, Subpart 32.6
11. Treasury Financial Manual Volume 1 Part 4 Chapter 4000
12. Treasury/FMS Managing Federal Receivables, Cross-servicing/offset guidance documents, and Guide to the Federal Credit Bureau Program.

B. Brief Process Outline:

1. When an employee receives a notice of a debt, the notice shall, at a minimum contain:
    a. Information explaining the nature and amount of the indebtedness determined by the Agency to be due;

b. The calendar days allotted by which the overpayment must be repaid in full to avoid collection through deductions from pay;

c. The intention of the Agency to initiate proceedings to collect the debt through deductions from pay;

d. An opportunity to inspect and copy Government records relating to the debt;

e. An opportunity to enter into a written agreement with the Agency to establish a schedule for the repayment of the debt;

f. An opportunity for a hearing on the determination of the Agency concerning the existence or the amount of the debt, or both, and information on how to request a hearing;

g. Any and all other information required by law, rule or Agency regulations.

h. The timeframe for repayment will run from the date of the official notification of overpayment. Payment is required within thirty (30) days of notification.

i. A Coast Guard point of contact, including a name and telephone number, who will provide assistance and answer questions about this matter.

2. Hearing Request

a. When an employee receives a notice of indebtedness, the employee can elect to request a hearing.

b. Hearings provide an opportunity to dispute the existence or amount of the debt, or the proposed terms of the repayment schedule. The employee's written request must be received on or before the 15th day following the employee's receipt of the collection notice and must specify whether an oral or paper hearing is requested.

i. The hearing investigates only the validity and/or amount of the debt.

3. Debt Waiver

a. If the employee elects to bypass the hearing process and files a request for a waiver of overpayment within thirty (30) days of the date of the written notice of the overpayment, the Agency will attempt to render a decision on his/her request within sixty (60) days. If the Agency does not render such a decision within sixty (60) days, no over-payment (except for travel/transportation & relocation expenses debt) will be collected during the waiver process and no penalties will accrue on the debt for the period beginning with the date the decision is due and ending on the date the decision is issued, if the employee's request satisfied the Federal Claims Collection standards:

i. There is a reasonable possibility that waiver will be granted or that the debt (in whole or in part) will be found not owing from the debtor;

(A) The government's interests would be protected, if suspension were granted, by reasonable assurance that the debt could be recovered if the debtor does not prevail; and

(B) Collection of the debt will cause undue hardship, until the employee's request for waiver of over-payment has been decided by the Agency.

ii. Waiver Appeal Request: An employee's request to appeal a waiver request decision must be submitted in writing within forty-five (45) days of receipt of the decision to the address indicated on the decision letter.

4. Waiver Denials

a. If a requested waiver of overpayment is denied, the requesting employee will be notified of the reason(s) of denial in writing.

b. When an employee is not entitled to a waiver or a waiver has been denied, an employee may be permitted to repay the excess under a repayment plan in accordance with the Debt Collection Act of 1996.

c. A final denial of a request for a waiver may be grieved under the Article 33, Negotiated Grievance Procedure of this Agreement.

5. Payment Plans

a. Payment plans using employee salary offset are generally capped at up to fifteen (15) percent of a debtor's disposable salary. However, indebted employees may voluntarily agree in writing to pay more than fifteen (15) percent of disposable pay each pay period. An employee may revoke such agreement in writing at any time in consultation with the Agency and the National Finance Center.

Section 5.07 – Official Records and Files

A. Civilian personnel records will be collected, maintained, and retained in accordance with law, regulation, and policy.

B. Personnel records will be maintained in a secure, confidential file and shall be viewed only by officials with a legitimate administrative need to know.

C. Employees shall be advised of the nature, purpose, and location of records that are maintained about them and of their right to access these records. This includes their Official Personnel Folder (OPF) and any local record-keeping systems, OPF Extension Files, or other systems of records.

D. Employees and their authorized representatives will be granted a reasonable amount of time to examine any of their personnel records, whether paper or electronic, on duty time. When these records are on paper, such examination will take place in the presence of a management official.

E. Employees and their authorized representatives have the right, on duty time, to prepare and submit any response or statements they wish to make about information contained in their personnel records or to add additional information or documents that are appropriate, relevant, work- related and that are not in violation of law or government-wide rules or regulations. If the employee alleges incorrect or omitted information, the Agency will, upon verification, correct the record in a timely manner.

F. Upon request, employees have the right to have a copy made of specific documents in their personnel records or to make their own copies of documents contained in their Electronic Official Personnel Folder (e-OPF).

G. Access to personnel records by the employee or his or her authorized representative will normally be granted within two (2) workdays of the request if the records are maintained on the premises in which the employee is located. If the records are not so maintained, the Agency will initiate action to obtain the records from their location and will make them available to the employee as soon as possible. Grievance time limits, if applicable, should be stayed in the event it takes more than four (4) days for the records to be provided to the employee.

H. A reasonable amount of duty time will be provided employees to access their personnel records, to review them, add or correct information, and receive copies.

I. Employees shall have access to their e-OPF. Materials placed in the e-OPF will be available within one (1) pay period of the effective date. Issues regarding access to the e-OPF or the contents of the e-OPF will be raised with the e-OPF Help Desk and the appropriate Command Staff Advisor. Procedures for contacting the e-OPF Help Desk will be posted on the Agency's intranet.

J. Personal notes prepared by a manager pertaining to an employee, but which do not qualify as a system of records under the Privacy Act of 1974, may only be kept and maintained by and for the personal use of that manager. They shall not be shown or released to anyone, to include another manager, secretarial or administrative personnel. Personal notes shown or released to anyone must be maintained in accordance with this Agreement. These notes must be furnished to the employee within fifteen (15) day of their creation in order to be used in any disciplinary, adverse, or performance- based action, unless the Agency can demonstrate a valid justification for delay. Upon written request, the supervisor will provide the employee with a copy (electronic or otherwise) of the contents of the supervisor's file on that employee. Normally this will be provided within two (2) workdays. If there is nothing in the file, the supervisor will state so in writing.

K. Official personnel files will be screened and purged in accordance with Office of Personnel Management (OPM) regulation. A supervisor's file on an employee that is not part of the OPF will be screened and purged annually. Outdated material will be removed and, if kept in hard copy, returned to the employee. If the file is kept electronically, the employee will be notified as to what was removed.

L. Consistent with the Privacy Act and related government wide regulations in existence on the effective date of the Master Labor Agreement, employees have a right to be made aware of any information specifically maintained under their name and/or social security number or any other personal identifiers. These systems of records can be found here: System of Records Notices (SORNs).

Section 5.08 – Timely and Accurate Compensation

A. Employees are entitled to timely receipt of all compensation earned by them for the applicable pay period. The Agency will make every effort to ensure that employees receive their pay on the established payday and at the address or electronic site designated by the employee, in accordance with applicable laws and regulations.

B. To the extent the Agency has control; they will ensure that employees' Leave and Earning Statements are handled in a confidential manner.

C. If an employee fails to receive a pay deposit, he/she can request assistance from their servicing Human Resources Specialist to arrange issuance of a Quick Service Payment through the National Finance Center and/or a loan through Coast Guard Mutual Assistance.

Section 5.09 – Whistleblower

A. Management recognizes the right of every bargaining unit employee to be free from reprisal for the lawful disclosure of information which the employee reasonably believes evidences a violation of any law, rule or regulation, gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, unless the disclosure is specifically prohibited by law.

B. The Agency will provide an electronic link to the U.S. Office of Special Counsel (OSC) website which contains forms and information for filing a disclosure. The OSC receives and evaluates whistleblower disclosures.

Section 5.10 – Voluntary Activities

Employees may not be required to contribute money in the Combined Federal Campaign, purchase U.S. bonds in any bond drive, or donate blood in any organized blood drive. Participation or nonparticipation will not advantage or disadvantage employees.

Section 5.11 – Employee Notices

A. Notices concerning the Agency's personnel policies, practices or matters affecting working conditions will be posted on the Agency's electronic bulletin board or intranet. Such notices may also be sent via e-mail to all employees.

B. As part of the new employee in-processing, employees will be provided information concerning the Agency's policy on limited use of government equipment. The Agency will require all employees to complete annual training concerning this policy. The notice will be provided via e-mail to those employees

whose normal duties are performed at a computer workstation. Computer access will be provided to other employees who do not have access.

Section 5.12 – Standards of Conduct

Employees will be notified and reminded of Agency Standards of Conduct in accordance with applicable Commandant Instructions.

Section 5.13 – Agency Inspector General

A. As a component of the Department of Homeland Security, the Agency receives services provided by the Inspector General, which has the mission to serve as an independent and objective inspection, audit, and investigative body to promote effectiveness, efficiency, and economy in the Department of Homeland Security's program and operations, and to prevent and detect fraud, abuse, mismanagement and waste in such programs and operations.

B. The Agency will provide a link on its intranet to the home page of the Inspector General's website.

Section 5.14 – Special Assignments

Qualified employees will have equal opportunity to work on special projects or assignments.

Article 6 – Hours of Work

Section 6.01 – Overview

A. This Article shall be administered in accordance with Title 5, United States Code (USC), Chapters 61; Title 5, Code of Federal Regulations, Parts 610 and this Agreement. The purpose of this Article is to prescribe the policies covering hours of work for all employees in accordance with applicable law and regulation.

B. The administrative workweek will be a period of seven (7) consecutive days beginning on a Sunday.

C. The basic workweek shall be Monday through Friday. Exceptions may occur when mission requirements make it necessary to temporarily include Saturdays or Sundays as part of the basic workweek for certain employees. This subsection is not intended to preclude regular Saturday/Sunday scheduling for certain functions that require seven day a week operation. For full-time employees, the basic workweek is 40 hours.

D. Normally, an employee's workweek shall not extend over more than five (5) days of the period Sunday through Saturday.

E. Unless otherwise defined in a Supplemental Agreement, or unit operations require otherwise, the following parameters apply:

1. Unless an alternative work schedule, as defined in Section 6.09 below, has been chosen, an employee shall be considered to be on a standard work schedule. The standard work schedule shall consist of five (5)-eight (8) hour days, with a thirty (30) minute unpaid meal period. The standard work schedule will be 0730-1600 hours, Monday – Friday.
2. The core hours for Flexible Work Schedules, as defined in Section 6.10 below, will be 0900 to 1430.
3. The flexible time band during which employees may begin their workday is 0600 to 0900. The flexible time band during which employees may end their workday is 1430 to 1800.
4. Employees may change their chosen work schedule up to four (4) times in a calendar year. The shifting of an employee's Regular Day Off (RDO) within the pay period will not be considered a change in work schedule.

Section 6.02 – Shift Work

A. When the Agency determines that there is a need for more than one shift over the course of a day, it will determine which positions are required to be on duty during those shifts.

B. Employees will generally not be scheduled to work more than two (2) different established work shifts (days, evenings, or nights) within any seven (7) consecutive day periods.

C. Employees will generally not be required to report to work unless they have had at least twelve (12) hours of off-duty time between work tours. This will not preclude work on an overtime basis.

D. Scheduled off-tours (i.e., evenings or nights) will be rotated fairly and equitably among affected employees (e.g., day/evening, day/night).

E. Rotation of schedules which include weekend, holiday, or night work will be on a fair and equitable basis within a work group among employees with the same qualifications.

F. Additional procedures for the rotation of off-tour, weekend, and holiday schedules may be negotiated at the supplemental level.

G. Records of assigned work schedules involving weekend, night, or holiday work will be kept by management to ensure fair and equitable treatment of employees. These records will be made available for review by the employee and his or her union representative upon request.

H. Employees may state their preference for initial tour assignments. Conflicts will be resolved by seniority ((Retirement Service Computation Date), with the most senior employee being given the preferred tour over the less senior employee.

Section 6.03 – Pre-Shift and Post-Shift Activity

A. When the accomplishment of their assigned duties requires employees to perform work before the beginning or after the end of that employee's work shift (e.g., changing into or out of a uniform which is not permitted to be taken home, taking inventory of controlled items), time will be compensable under the provisions of Article 7.02, Overtime and Standby Duty.

B. The Agency will permit reasonable clean-up time immediately prior to the end of each shift for the purpose of returning tools and cleaning up the work areas and machinery as necessary in each work area. In addition, those locations that as of the effective date of this Agreement also provided clean-up time prior to the beginning of the lunch period will continue to do so for the duration of this Agreement.

C. This is not intended to apply to normal office environments.

Section 6.04 – Notification of Schedules

A. Employees will be notified of their work schedules at least seven (7) days in advance of the administrative workweek, except when the Agency determines that it would be seriously handicapped in carrying out its function or that costs would be substantially increased.

B. Every effort will be made to ensure that normal work schedules will not be for more than six (6) consecutive days for eight-hour tours, three (3) consecutive days for twelve (12) hour tours, and four (4) consecutive days for ten (10) hour tours, and will include not fewer than two (2) consecutive days off, unless otherwise authorized by law. This provision does not apply to firefighter, vessel traffic, and watch standers.

C. Changes to established work schedules of employees which are not already addressed in the Agreement or in a Supplemental Agreement, will be notified to the Union as early as possible prior to the proposed implementation date. The Union will comply with Article 39, Negotiations if it wishes to bargain regarding the change.

Section 6.05 – Schedule Adjustments

A. Voluntary Schedule Adjustments (Employee Initiated)

1. Where mutually agreeable to all employees affected, employees who are qualified to perform each other's work may trade shifts or tours of duty out of the normal rotation, consistent with the needs of the Agency. All affected supervisors will be notified of the employees' wishes. These trades will be approved unless they interfere with the efficient accomplishment of the Agency's mission.

2. The Agency will consider changes in individual schedules or assignments to permanent shifts requested by employees to pursue further self-development activities when completion of the courses will equip the employee for more effective work within the Agency.

B. Adjustment of Work Schedules for Religious Observances

1. An employee whose personal religious beliefs require that he or she abstain from work at certain times of the workday or workweek must be permitted to work alternative hours so that the employee can meet the religious obligation, unless it would interfere with the efficient accomplishment of the Agency's mission.

2. When deciding whether an employee's request for an adjusted work schedule should be approved, a supervisor shall not make any judgment about the employee's religious beliefs or his/her affiliation with a religious organization. Only the employee can determine whether his or her absence from work is required in order to attend religious observances. Employees should submit requests for religious accommodation in advance. Employees will be notified of a decision within fifteen (15) business days.

Section 6.06 – Meal Periods

A. Full-time employees must schedule an uncompensated meal period in each workday. Normally, this will be scheduled at or near the mid-point of the shift or tour of duty. The uncompensated meal period must be no less than thirty (30) minutes. Meal periods of up to sixty (60) minutes will normally be authorized if requested in advance by the employee, if employees account for the entire work requirement for the day, either by working, or the use of leave, compensatory time earned, or credit hours, as appropriate. Requests not authorized in advance will be considered on a case-by-case basis. Scheduling of meal periods must comply with other applicable provisions of this Agreement, supplemental agreements, and regulatory requirements. The meal period cannot be scheduled at the beginning or end of the shift or tour of duty.

B. When a normal, scheduled meal period is not feasible within a shift, a twenty (20) minute working meal period shall be permitted and considered as hours worked for pay purposes, as long as the employee is required to remain at the work site. Extended meal periods do not apply to these situations.

Section 6.07 – Breaks

For categories of work in which a break is traditionally recognized (such as Federal Wage System or physically strenuous work), a break of up to fifteen (15) minutes may be provided for each four hours of work for fulltime employees, to include work ordered and performed in excess of the employee's normal work schedule. The break will normally occur in the middle of each four-hour work period. Breaks may not be taken prior to or immediately following a meal period. There will be no charge to leave for the authorized fifteen (15) minute break period. Under the work circumstances described above, when work is ordered and performed in excess of an employee's normal work schedule, the work period will include a paid fifteen (15) minute break period for each four-hour period of work, normally in the middle of the period.

Section 6.08 – Time Keeping

Except at industrial facilities where time clocks are currently required for cost accounting, employees will self-certify their arrival and departure times. It is the employee's responsibility to accurately report their time and attendance.

Section 6.09 – Alternative Work Schedules

A. Alternative Work Schedule (AWS) refers to both compressed work schedules and flexible work schedules.

B. The parties recognize that the use of AWS can improve productivity and morale and provide an even greater service to the public. All employees will be considered eligible for all of the work schedules listed in the definitions unless the Agency has demonstrated an adverse impact as defined in 5 USC 6131 in order to exclude positions from a particular AWS.

C. Working under a telework agreement under Article 9, Telework will not in and of itself disqualify an employee from working an alternative work schedule.

D. The Agency may make exclusions in allowing certain positions/groups of employees to participate in AWS options for those reasons in compliance with Section 6122(b) of Title 5, USC (see Adverse Agency Impact).

E. At the Union's request, the parties will negotiate over the Agency's proposed exclusions, if any, under the provisions of Article 39, Negotiations. If the parties are unable to agree, the impasse will be resolved under the provisions of law. Pending a final decision on an impasse, the employee(s) or position(s) will remain eligible for the AWS option in question barring emergency circumstances.

Section 6.10 – Flexible Work Schedules (FWS)

A. Flexitour: Employees working a Flexitour are required to work during the core hours established in Section 6.01(E) of this Article. They may choose starting and

quitting times within the period stated in Section 6.01(E) of this Article. Once selected and approved by local management, the schedule becomes fixed for the biweekly pay period. They will work eight (8) hours each workday, for a total of eighty (80) hours each biweekly pay period, exclusive of the meal period provided in Section 6.06 of this Article.

B. Gliding: Employees working the gliding schedule are required to work during the core hours established in Section 6.01(E) of this Article each day. They may choose starting and quitting times within the period stated in Section 6.01(E) of this Article. They may choose different starting and quitting times for each day in their tour of duty. They will work eight (8) hours each workday, for a total of eighty (80) hours each biweekly pay period, exclusive of the meal period provided in Section 6.06 of this Article.

C. Credit Hours: Allows full and part-time employees on a FWS to receive credit for hours worked beyond their basic work schedule. Employees who are in standard work schedule positions and employees who work compressed work schedules are not eligible to earn or use credit hours.

1. An employee must request to work credit hours in advance. The request will be approved or denied by the supervisor within twenty-four (24) hours. Upon request of the employee, the earning of credit hours may be approved retroactively where the circumstances warrant (e.g., where it was impractical for the employee to obtain advance approval). Prior to earning credit hours, supervisors must agree there is a legitimate business reason for the employee to earn the credit hour.
2. If credit hours are approved and overtime is subsequently ordered and approved prior to the working of the credit hours, the employee will be afforded the opportunity to elect to work the overtime.
3. Eligible employees will be authorized to earn up to three (3) credit hours per day, not to exceed twelve (12) credit hours per week, provided that there is legitimate Coast Guard work available for the employee and it can be performed at the requested time(s).
4. Credit hours may be earned and used in fifteen (15) minute increments.
5. Full-time employees may accumulate and carry over from one pay period to another a total of no more than twenty-four (24) credit hours. Part-time employees may accumulate and carry over from one pay period to another a total of no more than one-fourth of the hours in the biweekly basic work requirement. A full-time employee who has accumulated more than twenty-four (24) credit hours (or a part-time employee who has accumulated more than the maximum allowed) is subject to forfeiture of the excess credit hours if they are not used prior to the end of the pay period. According to 5 USC 6126(b), a lump sum payment for accumulated credit hours (twenty-four (24) in the case of a full-time employee) is permitted when an employee ceases to be subject to a flexible work schedule established under 5 USC 6122.

6. The procedures for the use of credit hours will be subject to the same criteria as annual or sick leave. An employee may use earned credit hours for all or any part of any approved leave. Credit hours must be earned before they may be used. Credit hours may be used during flexible time bands and core hours.

D. Maxi-Flex: A type of flexible work schedule that contains core hours on fewer than ten (10) workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period. The employee may vary the number of hours worked on a given workday or the number of hours each week within the limits established. The start and stop time on the Maxi-Flex Request Worksheet, Appendix I, are to be considered flexible and may be changed on a daily basis in conjunction with communication between the employee and the supervisor. Subjects not specifically addressed below will be handled under the applicable provision(s) of law, regulation, policy, and this Agreement. The terms and parameters outlined below are limited to the Maxi-Flex schedule and terms from other schedules should not be utilized or applied.

1. Employees who meet the following criteria are considered eligible to request a Maxi-Flex schedule:

   d. The employee has a rating of record of "meets" or "Achieved Expectations" or higher and is not on a Performance Improvement Plan (PIP)/Performance Demonstration Period (PDP);

   e. An employee who has not been formally disciplined for being absent without leave or failure to follow leave procedures within the last twelve (12) months;

   f. The employee must be able to complete assignments in a timely manner without close and frequent supervisor review;

   g. An employee serving a probationary period or formal training program will normally be restricted from participating in the Maxi-Flex program. Such determination will be based on supervisory discretion and made on a case-by case basis. Normal progression of an employee through a career ladder, in and of itself, does not necessarily constitute a formal training program;

   h. The employee is willing to sign and abide by the parameters of this section and the Maxi-Flex Request Worksheet, Appendix I. The start and stop times on Appendix I are to be considered flexible and may be changed on a daily basis in conjunction with communication between the employee and the supervisor. This communication between the employee and the supervisor is to ensure there is no conflict with office workload and operations.

2. Supervisory approval may be based on several factors including, but not limited to the following: adequate coverage; customer service objectives; position responsibilities; workload requirements; etc. Employee desiring to work under a Maxi-Flex schedule should submit a written request to his

supervisor for a decision. The Agency will act upon these requests as soon as possible, but in no case later than ten (10) days after the request is made.

a. If approved, the employee and supervisor will fill out the Maxi-Flex Request Worksheet, Appendix I. This form must be filled out prior to each pay period, identifying their flexible start and stop times within the flexible bands, the day(s) when the employee will not be observing Core Hours, and the days for which in office attendance will be required. The supervisor and the employee are encouraged to reach an agreement on the schedule. The supervisor will have the ultimate determination of the schedule. Appendix I will serve as a way of letting management and the employee know when work will be conducted. In the event of a modification to the schedule Appendix I will be updated accordingly. The onus is on the employee to ensure they meet their eighty (80) hour bi-weekly work requirement.

b. If a supervisor denies a request for a Maxi-Flex schedule they will notify the employee in writing within ten (10) days, providing the basis for the denial.

3. The basic work requirement will be fulfilled Monday-Friday of each workweek.

4. Unless otherwise defined in a Supplemental Agreement, or unit operations require otherwise, Core Hours on a Maxi-Flex schedule will be from 0900 -1430. The Core Hours will be adhered to four (4) days each week, with one (1) day not having Core Hours.

5. Unless otherwise defined in a Supplemental Agreement, or unit operations require otherwise, the Flexible Time Bands for employees to select their start and stop times will be from 0600-0900 hours and 1430-1800 hours. The time bands should normally not start earlier than 0600 and stop no later than 1800.

6. The total hours worked in a day may not exceed twelve (12) hours (excluding an uncompensated lunch). The uncompensated lunch will be scheduled at or near the mid-point of the day and cannot be used at the beginning or end of day to shorten the basic work requirement. If work is scheduled on days where Core Hours are not observed, the schedule cannot consist of fewer than four (4) hours, which does not include a lunch period.

7. Leave:

a. Requests for leave will be made in accordance with Article 8 of this Agreement, with the exception of the differences below.

i. Request to take the amount of leave they have outlined on their agreed schedule, (i.e. the schedule outlined in Appendix I); or,

ii. Request to only take leave for the Core Hours (on days Core Hours are observed) and work the balance of the scheduled hours at another time in the pay period or request leave for the scheduled work hours (on days where Core Hours are not observed). If this option is selected, the employee will have to work with the supervisor to update their agreed to schedule in Appendix I, in order to cover the hours.

8. In the event that the employees illustrate a pattern of failure to follow the parameters of this schedule, they may be subjected to removal from Maxi-Flex. Appropriate modifications to the start and stop times in accordance with this section shall not be reason to remove the employee from Maxi-Flex. Removal from the Maxi-Flex schedule will not be arbitrary and capricious.
9. Holidays will be documented as an eight (8) hour day; no other type of leave can be claimed on the holiday (e.g., annual leave, sick leave, compensatory time).
    a. Unless required to work by an employee's supervisor, in accordance with applicable provisions, an employee may not elect to work on a holiday.
    b. When setting up an employee's schedule in Appendix I, the employee should count the holiday as eight (8) hours of Holiday Leave, and adjust the rest of his/her hours for the bi-weekly period around the holiday.
10. Training: Employees will only account for eight (8) hours of work on the days that they are in training. In the event training is more than eight (8) hours, the employee will have to provide sufficient evidence for supervisory consideration.
11. Premium Pay:
    a. Overtime work means all hours of work in excess of eight (8) hours in a day or forty (40) hours in a week which are officially ordered in advance by management, not including credit hours.
    b. An employee cannot earn overtime hours unless they perform work that he or she has been specifically directed to perform as overtime, regardless of the employee's Fair Labor Standards Act status. If an employee elects to work hours in excess of eight (8) hours in a day or forty (40) hours in a week, the employee may earn credit hours (if credit hours are allowed) up to the pre-established limits established by management.
    c. An employee may request compensatory time off in lieu of payment for irregular or occasional overtime work or regularly scheduled overtime work.

d. Holiday premium pay (equal to one hundred (100) percent of the rate of basic pay) is limited to non-overtime hours worked, not to exceed a maximum of eight (8) non-overtime hours per holiday.

e. Sunday premium pay is paid for non-overtime work performed by full-time employees only. A full-time federal wage system (FWS) employee earns Sunday premium pay for an entire non-overtime regularly scheduled tour of duty (not to exceed eight (8) hours) that begins or ends on Sunday. It may not be paid for periods of non-work, including leave, holidays, and excused absence.

f. A General Schedule (GS) employee is entitled to night pay for any non-overtime work performed between the hours of 1800 and 0600 during designated core hours. If a GS employee's tour of duty includes eight (8) or more hours available for work during daytime hours (i.e., 0600 to 1800) the employee is not entitled to night pay even though the employee elects to work during hours for which night pay is normally required. A GS employee is entitled to night pay for paid leave only when the total amount of paid leave during a biweekly pay period is less than 8 hours. Note: For prevailing rate (wage) employees, see 5 USC 6123(c)(2).

Section 6.11 – Compressed Work Schedules (CWS)

A. 5/4-9 CWS: A schedule in which a full-time employee works eight (8), nine (9) hour days and one (1), eight (8) hour day for a total of eighty (80) hours in a biweekly pay period, exclusive of the meal period provided in Section 6.06 of this Article.

B. 4-10 CWS: A schedule in which a full-time employee works eight (8), ten (10) hour days, for a total of forty (40) hours a week and eighty (80) hours a in biweekly pay period, exclusive of the meal period provided in Section 6.06 of this Article.

Section 6.12 – Requesting an Alternative Work Schedule

A. Each employee desiring to work under an AWS should submit a written request to his/her supervisor for a decision. The Agency will act upon these requests as soon as possible, but in no case later than ten (10) days after the request is made.

1. An employee who requests a CWS must indicate which schedule he/she is requesting, which day(s) is (are) requested as the non-workday(s), the fixed start and stop times of their schedule, and in the case of the 5/4-9 schedule, which day is requested to be the eight (8) hour day.

2. An employee who requests a FWS must indicate which schedule he/she is requesting. An employee who is requesting a flexitour must select starting and stopping times within the flexible time bands, in accordance with Section 6.01(E) or applicable local supplemental agreement.

B. The supervisor may deny an employee's request for participation in a particular alternative work schedule if the supervisor determines that the employee's

participation could negatively impact the work unit's coverage requirements or the need to respond to the public. If a supervisor denies a request for an established alternative work schedule, he or she will notify the employee in writing, provide the basis denial or termination and provide another work schedule option to the employee. Denials of requests to work alternative work schedules will not be arbitrary or capricious. An employee may challenge a supervisor's denial / termination as set forth in Article 33, Negotiated Grievance Procedure.

Section 6.13 – Temporary Suspension of an Alternative Work Schedule

A. Situations may arise when AWS must be temporarily suspended as a result of unusual workload, operational demands, or performance/conduct. The Agency shall make every reasonable effort to avoid temporary suspension of an employee's participation in these work schedules.

1. If the circumstances requiring a suspension permit, the Agency will provide the employee with advance written notice of at least one (1) pay period. The Agency will limit the suspension to as short a time frame as necessary.
2. If an employee's alternative work arrangement is suspended as a result of unusual workload or operational demands, it will automatically be restored as soon as possible after the workload or operational demand has been met.
3. If an employee's AWS is suspended as a result of unacceptable performance or unacceptable conduct, the AWS will be restored as soon as possible after demonstrated improvement to conduct and/or performance.
4. AWS may be suspended when employees are attending and/or conducting training with beginning and ending times which would conflict with their AWS schedule.
5. Except as provided in A3 above, an employee will continue to participate in the AWS plan while in travel status unless there is a need to change the work schedule, for example, the hours of operation at the travel site differ from those of the employee.
6. Decisions on temporary suspensions of AWS for any bargaining unit employee will not be arbitrary or capricious.
7. For purposes of this Agreement, "temporary suspend" is defined as ten (10) workdays or one pay period. If the Agency believes the temporary suspension will extend beyond this period, prior to the end of the period or as the onset of the temporary suspension, the Agency will notify the employee in writing and the Local Union.
8. A supervisor's decision to temporarily suspend an AWS agreement may be challenged as set forth in Article 33, Negotiated Grievance Procedure.

B. Employees may request temporarily suspending their participation in AWS based upon personal hardship at any time.

Section 6.14 – Termination of an Alternative Work Schedule

A. An employee's participation in an AWS may be terminated for conduct or performance issues where there is a nexus to the employee's work schedule or when the employee is the subject of a leave restriction letter. The employee will be notified in writing when a determination is made to terminate his/her participation in an alternate work schedule. Such notice will specify the basis for the termination.

C. Supervisor's decision to terminate an AWS agreement may be challenged as set forth in Article 33, Negotiated Grievance Procedure.

D. Employees may request to terminate their participation in AWS based upon personal hardship at any time.

Article 7 – Overtime and Standby Duty

Section 7.01 – General

A. Overtime for "non-exempt" employees is governed by the Fair Labor Standards Act (FLSA) and this Agreement. Overtime for "exempt" employees is governed by 5 USC 5542 (Title 5 Overtime) and this Agreement.

B. All bargaining unit positions are determined to be FLSA "exempt" or "non-exempt" at the time the position is classified. When a classification action is performed and results in a change to the FLSA determination of a bargaining unit position, the changed FLSA determination for the affected employee(s) will be made available to the employee(s) and the Union within twenty (20) days of the effective date of the classification decision.

C. When overtime work is directed, personnel will be compensated for overtime hours worked in accordance with the provisions of the FLSA, 5 USC 5542, and other applicable statutes, and government-wide regulations, and provisions of this Agreement. When a given work situation is covered by both the FLSA and another statutory procedure outside of Title 5 USC, the employee will receive the more favorable treatment.

Section 7.02 – Overtime Pay

A. Overtime pay for FLSA non-exempt employees is equal to one and one-half times the employee's hourly rate of pay.

B. Overtime pay for FLSA exempt employees is equal to one- and one-half times the employee's hourly rate of pay. However, for employees with rates of basic pay greater than the basic pay for GS-10, step 1, the overtime hourly rate is the greater of:

1. the hourly rate of basic pay for GS-10, step 1, multiplied by 1.5; or
2. the employee's hourly rate of basic pay.

Section 7.03 – Types of Overtime

A. Regular Overtime

1. Any overtime work scheduled in advance of the administrative workweek as part of an employee's regularly scheduled workweek is considered regular overtime. An employee shall be compensated for every minute of regular overtime work in accordance with 5 CFR 550.
2. An employee covered under a flexible work schedule program established under Article 6 - Hours of Work may request compensatory time off in lieu of overtime premium pay for regular overtime work. Employees not covered by a flexible work schedule program must receive overtime pay for regular overtime work (as defined in this Article) and cannot receive compensatory time.

B. Irregular or Occasional Overtime

1. Overtime work that was not scheduled in advance of the administrative workweek and made a part of an employee's regularly scheduled workweek is considered irregular or occasional overtime. Irregular or occasional overtime work is paid in the same manner as regular overtime work, except that, at the employee's option, the employee may receive compensatory time off in lieu of overtime premium pay in accordance with Section 7.11 of this Article. A quarter of an hour shall be the largest fraction of an hour used for crediting irregular or occasional overtime work. When irregular or occasional overtime work is performed in other than the full fraction, odd minutes shall be rounded up or rounded down to the nearest full quarter fraction of an hour.

Section 7.04 – Call-Back

Call-back overtime is a form of irregular or occasional overtime work performed by an employee on a day when work was not scheduled for the employee or for which he is required to return to his place of employment after having already concluded his tour of duty and departed the work site. In all call-back situations, the employee will be paid a minimum of two hours of overtime, as provided for by regulation, except in the case when the Agency is permitted to elect to provide compensatory time in lieu of overtime pay consistent with Section 7.11(A)(2) of this Article. This applies whether the employee is released, or other work has been assigned.

Section 7.05 – Distribution

Overtime will be offered equitably among employees that the Agency finds to be qualified to perform the overtime assignment, within a particular trade or occupation, and within an organizational element of a Command. The parties may negotiate additional procedures for distribution of overtime during supplemental bargaining (to be determined in accordance with Article 39, Negotiations. Individual employees will not be forced to work overtime against their expressed desires as long as full requirements can reasonably be met by other qualified employees willing to work within the organizational element.

Section 7.06 – Records

Records of overtime offered, worked and refused will be kept by the Agency and may be reviewed by the Union upon request. These records will be kept by the organizational element. Such overtime records will include overtime which is worked by Command employees not permanently assigned to the organizational element where the overtime is being performed.

Section 7.07 – Disputes

The negotiated grievance procedure is the exclusive remedy for the resolution of disputes concerning overtime. Nothing in this Article precludes or impairs FLSA exempt employees from filing a claim for "induced" overtime or FLSA non-exempt employees from filing a claim for "suffered or permitted" overtime. When an employee would have performed overtime work in the absence of a violation of statute, regulation or this Agreement, the employee shall receive back pay plus interest, in accordance with the Back Pay Act, for the overtime work not performed.

Section 7.08 – Notice

In the offer or assignment of overtime on days outside of the basic workweek, the Agency will notify the affected employee as early as practicable, except in cases of unforeseen mission requirements. When overtime is to be performed on a holiday, normally at least one day of advance notice will be given to the employee affected, except in cases of unforeseen mission requirements.

Section 7.09 – Impact on Leave

A. Leave usage or balance will not be a factor in offering or assigning employees overtime. However, employees in a leave status will not be offered or assigned overtime until they return to duty, unless they are needed for unforeseen mission requirements. Overtime in conjunction with leave usage in the same pay period is permitted.

B. Employees on Military Leave under 5 USC 6323(a) or Court Leave under 5 USC 6322 are entitled to the same compensation they would have otherwise received but for their absence on military or court leave. If such leave is taken at a time at which the employee would otherwise be required to perform regularly scheduled overtime, the employee must be compensated at the overtime rate of pay.

Section 7.10 – Pre and Post Shift Activities

Pre and post-shift activities that are closely related to an employee's principal activities and are indispensable to the performance of the principle activities will be credited as hours of work and will be compensable in accordance with this Article, if the total time spent is more than ten (10) minutes per daily tour of duty.

Section 7.11 – Compensatory Time in Lieu of Overtime Pay

A. Compensatory time is time off from work that may be granted to an employee in lieu of payment for irregular and occasional overtime. Compensatory time earned is equal to the amount of time spent in overtime work, e.g., one hour and fifteen minutes of overtime work yields one hour and fifteen minutes of compensatory time. The following pertain to such compensation for overtime work:

1. FLSA Non-Exempt Employees:

   a. The Agency will normally provide overtime pay for all overtime work performed by nonexempt employees. After considering mission requirements, the Agency may grant compensatory time off for overtime work performed, but non-exempt employees may not be required to accept compensatory time off in lieu of payment for overtime work performed. The Agency will consider employee requests for compensatory time off in lieu of overtime pay.

   b. All compensatory time not scheduled and used by the employee by the end of twenty-six (26) pay periods will be converted to overtime pay, computed using the employee's rate of pay as of when the overtime pay was earned.

2. FLSA Exempt Employees

a. Employees whose rate of pay does not exceed the maximum rate for GS-10 (i.e., Step 10) may request to receive compensatory time off in lieu of overtime pay for irregular or occasional overtime. Such requests will normally be granted, subject to mission requirements. If the employee does not make such a request, or if the Agency does not approve that request, the employee is entitled to compensation in accordance with Section 7.03(B) above.

b. The Agency may require that employees whose rate of pay exceeds the maximum rate for GS-10 (i.e., Step 10) be compensated for irregular or occasional overtime with compensatory time in lieu of overtime pay.

c. All compensatory time not scheduled and used by the employee by the end of twenty-six (26) pay periods will be forfeited. Employees who forfeit unused compensatory time hours once the required timeframe is reached may request a payment if they meet the following criteria:

i. The employee requested to use the compensatory time at least three (3) pay-periods prior to forfeiture and has documentation showing it was denied; and

ii. The denial was based on workload requirements or other exigency of service.

B. Compensatory time earned normally will be used within twenty-six (26) pay periods from when it was earned.

Section 7.12 – Standby Duty

Employees, other than firefighters, who are in standby status in accordance with 5 CFR 550.143, will receive appropriate compensation in accordance with OPM regulations.

Section 7.13 – On-Call

A. An employee will be considered off duty and time spent in an on-call status shall not be considered hours of work if:

1. The employee is allowed to leave a telephone number or to carry an electronic device for the purpose of being contacted, even though the employee is required to remain within reasonable call-back radius.

2. The employee is allowed to make arrangements such that any work, which may arise during the on-call period, will be performed by another person.

B. Employees are not entitled to any additional compensation for time spent in an on-call status.

C. The pay status of employees who are required to carry and respond to beepers, pagers, or other electronic devices will be an appropriate subject for supplemental negotiations in accordance with Article 39 - Negotiations of this Agreement.

Section 7.14 – Compensation for Time Spent in Travel

A. For purposes of this article only, the terms "official duty station" and "official worksite" are both defined to mean an area within the geographic boundaries of the corporate limits of the city or town in which the employee's office/permanent duty station is situated or other established geographic area to which the employee normally reports to work.

B. Time Spent in Travel for FLSA Non-Exempt Employees

1. Time spent in travel will be considered hours of work, and thus compensable, if:

a. The employee is required to travel during regular working hours;

b. The employee is required to drive a vehicle or perform other work while traveling;

c. The employee is required to travel as a passenger on a one-day assignment away from the official duty station; or

d. The employee is required to travel as a passenger on an overnight assignment away from the official duty station during hours on nonworking days that correspond to the employee's regular working hours.

C. Time Spent in Travel for FLSA Exempt Employees

1. Official travel away from an employee's official duty station is hours of work, and thus compensable, if the travel is:

a. Within the days and hours of the employee's regularly scheduled administrative workweek, including regularly scheduled overtime hours, or

b. Outside the hours of the employee's regularly scheduled administrative workweek, is ordered or approved, and meets one of the following four conditions:

i. involves the performance of work while traveling (such as driving a loaded truck);

ii. is incidental to travel that involves the performance of work while traveling (such as driving an empty truck back to the point of origin);

iii. is carried out under arduous and unusual conditions (e.g., travel on rough terrain or under extremely severe weather conditions); or

iv. results from an event that could not be scheduled or controlled administratively by any individual or agency in the executive branch of Government (such as training scheduled solely by a private firm or a job-related court appearance required by a court subpoena).

D. Compensatory Time for Travel

1. Time spent on official travel during non-working hours that does not meet the criteria of Section 7.14(B) and 7.14(C) above, is not considered hours of work for overtime purposes under this Article. Credit for official travel during non-working hours under these circumstances is provided only through compensatory time off for travel. If travel occurs during regularly scheduled overtime, such travel may be deemed compensable hours of work if any condition set forth in 5 CFR 550.112(g)(2) is satisfied.
2. The Agency shall credit an employee, on an hour-for-hour basis, with compensatory time off for time in a travel status if:
    a. The employee is required to travel away from the official worksite; and
    b. The travel time is not otherwise compensable hours of work.

E. Except as provided below, travel time in conjunction with a permanent change of station or a temporary change of station is not creditable.

F. Time in a travel status includes the time an employee actually spends traveling between the official worksite and a temporary worksite, or between two temporary worksites, and the usual waiting time that precedes or interrupts such travel. Time spent at a temporary worksite between arrival and departure is not time in a travel status. Bona fide meal periods during actual travel time or waiting time are not creditable as time in a travel status. A delay between actual periods of continuous travel that includes overnight lodging during which the employee is free to rest, sleep, or otherwise use the time for his or her own purposes, is not creditable as time in a travel status.

G. If an employee is required to travel directly between his or her home and a temporary worksite outside the limits of the employee's official worksite, the travel time is creditable as time in a travel status. However, the time that employee normally would spend in home-to-work or work-to-home travel is deducted from that amount. The travel time outside regular working hours directly to or from a temporary worksite or transportation terminal (e.g., airport or train station) is creditable as time in a travel status. However, if the travel occurs on a day that the employee is regularly scheduled to work, the time the employee would have spent in normal home-to-work or work-to-home commuting must be deducted.

H. Only travel from home to the temporary duty station on the first day and travel from the temporary worksite to home on the last day must be considered as creditable in the case of an employee who is on a multiple-day travel assignment and who chooses not to use temporary lodging at the temporary worksite, but to return home at night or on a weekend. Travel to and from home on other days is not creditable travel time unless the authorized management official determines that credit should be given based on the net savings to the Agency from reduced lodging costs, considering the value of lost labor time attributable to compensatory time off. For cost comparison purposes, the dollar value of an hour

of compensatory time off for travel equals the employee's hourly adjusted rate of pay.

I. In the case of an employee who is offered one mode of transportation, as the most expeditious and advantageous means for the Agency, and who is permitted to use an alternative mode of transportation, or who travels at a time or by a route other than that selected by the Agency, the Agency must determine the estimated amount of time in a travel status the employee would have had if the employee had used the mode of transportation offered by the Agency or traveled at the time or by the route selected by the Agency.

J. Employees must file requests for credit of compensatory time off for travel within ten (10) workdays after returning to the official duty station, or within ten (10) workdays of returning from the temporary duty station or approved leave which immediately follows the temporary duty during which the compensatory time off for travel was earned, by submitting a travel itinerary, or any other documentation acceptable to the employee's supervisor, in support of the request. If not submitted within this time, the Agency may deny the request for credit of compensatory time off, unless the employee can show good cause for the delay. The Agency will authorize credit in increments of one-quarter of an hour.

K. An employee must use accrued compensatory time off for travel by the end of the twenty-six (26) pay period after the pay period during which it was credited. If an employee fails to use the compensatory time off within twenty-six (26) pay periods after it was credited, he or she will forfeit such compensatory time off.

L. The Agency may extend the time limit for using such compensatory time off for travel for up to an additional twenty-six (26) pay periods if the employee was unable to use the compensatory time due to an exigency of the service beyond the employee's control. The Agency retains complete discretion in expanding this time period, and it is not subject to review under the grievance or arbitration procedure.

Section 7.15 – Compensatory Time for Religious Observances

A. An employee whose personal religious beliefs require the abstention from work during certain periods of the workday or work week, may elect to engage in alternative work for time lost for meeting those religious requirements. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Agency's mission, the Agency will afford the employee the opportunity to work compensatory time and will grant compensatory time off to an employee requesting such time off for religious observances. Such request to work compensatory time for religious observances will be requested in writing and in advance of the requested work period.

B. The employee may work such compensatory time before or after the grant of compensatory time off. Compensatory time will be credited to an employee on an hour-to-hour basis or authorized fractions thereof (fifteen (15) minutes).

C. The premium pay provisions for overtime work in Section 7.02 do not apply for compensatory time work performed by an employee for this purpose.

Article 8 – Leave

Section 8.01 – Purpose

A. The purpose of this Article is to prescribe the policies covering the different types of leave pertinent to all bargaining unit employees in accordance with applicable law and regulation. This Article shall be administered in accordance with Title 5, United States Code, Chapters 63; Title 5, Code of Federal Regulations, Parts 630 and this Agreement.

B. The purpose of leave is to allow employees an annual vacation of extended leave for rest and recreation and to provide periods of time off for personal, medical, family, emergency, and/or other purposes.

C. Employees will be entitled to accrue and use leave in accordance with applicable laws, regulations, and this Agreement. The parties agree that the use of accrued annual leave is the right of the employee and not a privilege and should be used by employees in accordance with proper leave procedures and workload considerations.

Section 8.02 – Leave Earnings

A. A full-time employee earns leave during each full bi-weekly pay period while in a pay status or in a combination of a pay status and a non-pay status.

B. For part-time employees, the hours in a pay status in excess of an Agency's basic working hours in a pay period are disregarded in computing the leave earnings of a part- time employee.

Section 8.03 – Annual Leave

A. Annual leave is provided and used to allow employees an annual vacation period of extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes.

B. The use of accrued annual leave is the right of the employee, subject to the right of the Agency to approve the time at which leave may be taken.

C. Use or Lose Leave

1. Employees whose leave balances on September 15 disclose that they have leave, which is or will become "use or lose" will submit on or before October 1, plans to use such leave.

2. When an employee timely and properly requests annual leave that is considered to be "use or lose", and the Agency disapproves that request based upon workload considerations, the Agency will reschedule the leave so that the employee does not run the risk of forfeiture. Any conflicts of choices among equally qualified employees related to the foregoing will be resolved as in Section 8.03(D)(5), below addressing the resolution of leave scheduling conflicts.

D. Leave Scheduling

1. Employees should apply in advance for approval of all anticipated leave to permit the orderly scheduling of leave and to avoid leave forfeitures which might otherwise result.
2. The Agency will allow the maximum number of employees to use leave in accordance with coverage requirements. Denial of proper and timely leave requests will not be arbitrary and capricious.
3. Leave may be granted when it is not scheduled in advance and business permits.
4. Requests for leave based upon the death of a family member or an individual related by close affinity will be considered a personal emergency for leave approval.
5. Procedures for scheduling annual leave and resolving conflicts over requested leave are subject to Article 39 - Negotiations concerning the negotiation of supplemental agreements. If no supplement is negotiated, the procedure shall be those contained in this section and conflicts over requested leave shall be resolved in favor of the employee with the earliest Retirement Service Computation Date as defined in this Agreement.
6. Leave requests, approvals or denials will be made in writing using the U.S. Office of Personnel Management Form OPM-71 (OPM-71), Request for Leave, or through written memorandum or e-mail. Employees shall be notified, if or when, the Agency determines to utilize an electronic version of the OPM-71. The leave approving official, normally the supervisor, will respond to requests for leave in a timely manner. Employees may, upon request and with the approval of their supervisor, change previously authorized annual leave to sick leave in accordance with 5 CFR 630.404.
7. Employees may utilize annual leave in fifteen-minute increments. Annual leave may not be charged in increments of less than fifteen (15) minutes.
8. The Agency will use the procedures in this section to endeavor in good faith to permit as many employees as possible who request leave at the same time to do so.

E. Cancellation of Pre-Approved Leave

1. In instances where employees have received advanced approval for leave which is later rescinded and results in the loss of personal expenses to the employee, the Agency has determined that it will make every reasonable effort to accomplish the employee's work prior to rescinding the approval.

F. Timely Arrival for Work (Tardiness)

1. Employees are expected to report to work and begin working at the time they are scheduled to do so.

2. In the event an employee does not report to work when scheduled to do so, the leave status of the employee will not be recorded until the end of the scheduled shift, except for the need to process time records. If the employee's leave status has not been clarified by the end of the shift, the absence may be charged to AWOL:. This will not preclude a later change in leave status for good and sufficient reason(s).

G. Unscheduled Leave

1. In the occasional event that the need for leave cannot be reasonably anticipated, the employee shall attempt to contact the immediate supervisor or designated official to report the unscheduled absence by telephone as soon as possible, but not later than prior to the beginning of the employee's scheduled shift.
2. In the event that either the supervisor or other designated official is not available, the employee may utilize voice mail or e-mail to notify the Agency of the need for unscheduled leave.
3. The employee's leave status shall be determined upon his or her return to work unless the supervisor reasonably believes sufficient information is available at the time of the request to make that determination.

H. Advancing Annual Leave

1. The granting of advanced annual leave by the Agency is discretionary.
2. To receive advanced annual leave, an employee must:
   a. have completed his/her probationary period;
   b. have served more than ninety (90) days in his or her current appointment;
   c. be eligible to earn annual leave;
   d. not be on a leave restriction letter; and,
   e. not request more advanced leave than would be earned during the remainder of the leave year in which the leave is requested.

I. Annual Leave for Religious Holidays

1. Upon advance notice, an employee will be granted annual leave for a workday which occurs on a religious holiday unless a severe work interruption or an inability to maintain minimal required on duty personnel, may result from the employee's absence during the requested period(s) of leave.
2. Employees may also request compensatory time for religious observances in accordance with Article - 7, Section 7(15) of this Agreement.

Section 8.04 – Sick Leave

A. Employees will earn and accrue sick leave in accordance with applicable law and regulations.

B. Employees may utilize sick leave in fifteen (15) minute increments.

C. Scheduling Sick Leave

1. Scheduling in Advance

    a. Where the need for sick leave may be reasonably anticipated, the employee shall request such leave in advance of the date he or she expects to use such leave.

    b. Employees should schedule non-emergency medical, dental, or optical appointments as far in advance as practicable and should request sick leave in advance for such appointments.

2. Unanticipated Requests for Sick Leave

    a. Employees will normally contact their immediate supervisor or designated official to report unscheduled (sometimes called emergency leave) sick leave prior to the beginning of the employee's scheduled shift. Contact not made prior to the beginning of the shift will be handled on a case-by- case basis.

        i. In the event either the supervisor or designated official is unavailable at the phone number specified by the Agency, the employee may utilize voicemail, or text to notify the Agency of the need for unscheduled leave. In the event the voicemail inbox is full, and texting is not an option, an email to an address specified by the Agency will be acceptable.

        ii. The voicemail, text or email shall include the date of the absence, estimated duration of the absence, type of leave requested and a telephone number where the employee may be reached if necessary.

        iii. If an emergency prevents the employee from requesting leave prior the beginning of the scheduled start time, notice must be given to the supervisor as soon possible. The supervisor may ask the employee why timely notice was not given.

    b. In the event that neither the supervisor nor other designated official is available, the employee may leave a voice mail message or e-mail to notify the supervisor of the need for unscheduled sick leave. Failure to give notice of an unanticipated need for sick leave prior to the beginning of the employee's scheduled shift will not, in itself, be a reason to deny sick leave if the employee is otherwise entitled to such leave. However, the failure to request sick leave as required may provide the basis for disciplinary or other appropriate administrative action.

    c. In those rare situations in which an employee is medically unable to notify the Agency of the unanticipated absence and/or request for sick leave, a responsible adult may notify the

Agency and/or make the request for sick leave on the employee's behalf.

3. Approval of Sick Leave
    a. In accordance with applicable law, regulation and this Agreement, the Agency will approve an employee's request for sick leave when the employee:
        i. Receives medical, dental, or optical examination or treatment;
        ii. Is incapacitated for the performance of his or her duties by physical or mental illness, injury, pregnancy, or childbirth;
        iii. Provides care for a family member who is incapacitated by a medical or mental condition or attends to a family member receiving medical, dental, or optical examination or treatment;
        iv. Provides care for a family member with a serious health condition;
        v. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
        vi. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
        vii. Must be absent from duty for purposes relating to his or her adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.
4. Enforced Sick Leave
    a. The use of enforced leave is a subject to the procedures addressed in Article 32, Disciplinary and Adverse Actions.
5. Medical Evidence
    a. For purposes of sick leave, medical certificate means a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.
    b. Employees will normally not be required to furnish evidence to substantiate a request for approval of sick leave for three (3) consecutive workdays or less.
    c. Employees may be required to furnish administratively acceptable evidence, such as a completed OPM-71, Request for Leave, and a

note from a medical provider to substantiate a request for approval of sick leave if the sick leave exceeds three (3) consecutive workdays.

d. In accordance with 5 CFR 630.403(a), an Agency may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. An Agency may consider an employee's self- certification as to the reason for his or her absence as administratively acceptable evidence, regardless of the duration of the absence. An Agency may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence for any of the purpose described in 630.401(a) for an absence in excess of three (3) workdays or for a lesser period when the Agency determines it is necessary.

e. Normally, except for those employees under a leave restriction, those employees who are released from duty because of illness will not be required to furnish a medical certificate to substantiate sick leave for the day they were released from duty unless a reasonable basis exists to believe the employee engaged in leave abuse.

f. Normally, except for those employees under leave restriction, once an employee has provided the Agency with medically acceptable evidence that he or she is suffering from a chronic medical condition which requires occasional absence from work, but does not necessarily require medical treatment, he or she shall not normally be required to furnish further or updated medical evidence to substantiate sick leave for subsequent occurrences of the same condition unless a reasonable basis exists to believe the employee engaged in leave abuse. However, the Agency may periodically require further acceptable medical evidence to substantiate an employee's continued use of this provision.

g. The Agency will treat as confidential any medical information provided by an employee to any agent or representative of the Agency in support of a request for sick leave. The Agency may disclose such information subject to the Privacy Act of 1974 (552a) and 5 CFR 339 only for purposes of making informed management decisions and only to individuals who have a need to know.

6. Sick Leave Abuse

a. In cases where the Agency has reasonable grounds to believe that an employee is abusing the use of sick leave, the Agency may inquire further into the matter and, if circumstances warrant, require the employee to provide a detailed explanation including acceptable medical evidence to support each absence due to illness or incapacitation for duty, regardless of duration

b. If reasonable grounds continue to exist for questioning an employee's use of sick leave, the Agency may place an employee on a sick leave restriction, commonly called a Letter of Requirement, directing the employee to provide acceptable medical evidence establishing that the employee is under the care of a physician, is incapacitated for duty, and expected duration of such incapacitation. The Letter of Requirement will describe the circumstances that led to its issuance and will specify the termination date of the letter. At the end of the stated period (normally not to exceed six (6) months), the Agency will review the employee's situation and if the circumstances that led to the leave restriction have improved, will notify the employee that the leave restriction is no longer in effect.

7. Conversion of Sick Leave

   a. An approved absence, which would otherwise be chargeable to sick leave, will be charged to annual leave, leave without pay, compensatory time or credit hours, if applicable, and if requested by the employee and there is no just cause for the Agency to deny such request.

   b. Employee who becomes ill while on annual leave, leave without pay, compensatory time or credit hours if applicable may have the time of illness changed to sick leave provided that the employee notifies the supervisor on the first day of illness and otherwise complies with the requirements of this article.

8. Advanced Sick Leave

   a. Employees who are incapacitated for the performance of duties because of serious disability or ailment may request advance sick leave not to exceed two hundred and forty (240) hours for full-time employees (this maximum is prorated for part-time employees or those on an uncommon tour of duty). These hours of sick leave may be advanced to an employee with a medical emergency related to the adoption of a child, for family care or bereavement purposes, or to care for a family member with a serious health condition.

   b. Requests for advanced sick leave will normally be granted in accordance with governing regulations when all of the following conditions are met:

      i. The employee is eligible to earn sick leave;

      ii. The employee's request does not exceed two hundred and forty (240) hours (prorated for part-time employees or those on an uncommon tour of duty) or for temporary employees only the amount to be earned during the period of temporary employment if appropriate.

iii. There is no reason to believe the employee will not return to work after having used the leave for a sufficient period to repay the advanced leave;

iv. The employee has provided acceptable medical documentation of the need for advanced sick leave which covers the entire period for which advanced sick leave is requested; and

v. The employee is not subject to leave restriction.

Section 8.05 – Family and Medical Leave Act

A. Consistent with 5 CFR Part 630, Subpart L, the following provisions apply.

1. Full-time and part-time employees are entitled to up to a total of twelve (12) administrative workweeks of unpaid leave during any twelve (12) month period for one or more of the following reasons:
    a. The birth of a son or daughter and care of the newborn;
    b. The placement of a son or daughter with the employee for adoption or foster care;
    c. The care of a spouse, son or daughter or parent with a serious health condition; or
    d. A serious health condition of the employee that makes the employee unable to perform the duties of his or her position.
    e. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.
2. The unpaid family and medical leave is in addition to the employee's paid annual and sick leave or any compensatory time off available to the employee. The employee may offset some of the unpaid leave under this law by substituting annual or sick leave, compensatory time, or credit hours, if applicable. To be eligible, employees must have completed at least one year of civilian service with the government. Temporary and intermittent employees are excluded from the coverage. The law prohibits any interference with the employee's right to take this special leave through coercion, intimidation, or threat.
3. When leave is being requested for a serious health condition, or to care for a seriously ill child, spouse or parent, the employee may request to take leave intermittently or on a reduced work schedule.
4. An employee is expected to make a reasonable effort to schedule treatment, subject to the approval of the health provider, so as not to disrupt unduly the operations of the agency. When a reduced work schedule would be of benefit to an employee with a serious medical condition, the employee should discuss this with the immediate supervisor. The employee may be represented by the Union such discussions.

5. In the case of a serious illness the Agency may transfer the employee to another position that better meets the needs of the Agency and the employee. The transfer must be within the employee's qualifications, must be consistent with the collective bargaining agreement, cannot create a hardship, and must provide the same benefits and pay. Employees will not be discouraged from taking leave in such situations.
6. Where leave is based upon a medical problem, the Agency may require acceptable medical evidence in accordance with 5 CFR 630.1208. The Agency's initial request may be in writing. The request must inform the employee of any consequences for noncompliance. Such medical evidence must be provided to the supervisor within fifteen (15) days. If this is not possible, despite the employee's diligent, good faith efforts, the requested medical evidence must be provided within a reasonable period of time, but no later than thirty (30) days after the date the agency requests such certification. When an employee submits such medical evidence, the Agency may contact the medical provider without the employee's permission only to verify the authenticity of the information provided. Except as agreed above, only when the employee gives his/her permission, may the Agency have a health care provider, either employed or contracted by the Agency, contact the employee's health care provider for purposes of clarifying the medical evidence.
7. In accordance with 5 CFR 630.1208:
    a. *If the agency doubts the validity of the original certification provided under paragraph (a) of this the regulation, the agency may require, at the agency's expense, that the employee obtain the opinion of a second health care provider designated or approved by the agency concerning the information certified under paragraph (b) of the regulation. Any health care provider designated or approved by the agency shall not be employed by the agency or be under the administrative oversight of the agency on a regular basis unless the agency is located in an area where access to health care is extremely limited--e.g., a rural area or an overseas location where no more than one or two health care providers practice in the relevant specialty, or the only health care providers available are employed by the agency.*
    b. *If the opinion of the second health care provider differs from the original certification provided under paragraph (a) of the regulation, the agency may require, at the agency's expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the agency and the employee concerning the information certified under paragraph (b) of the regulation. The opinion of the third health care provider shall be binding on the agency and the employee.*
    c. *To remain entitled to family and medical leave under Sec. 630.1203(a) (3) or (4) of this part, an employee or the employee's spouse, son, daughter, or parent must comply with any*

requirement from an agency that he or she submit to examination (though not treatment) to obtain a second or third medical certification from a health care provider other than the individual's health care provider.

d. *If the employee is unable to provide the requested medical certification before leave begins, or if the agency questions the validity of the original certification provided by the employee and the medical treatment requires the leave to begin, the agency shall grant provisional leave pending final written medical certification.*

e. *An employee must provide the written medical certification required by paragraphs (a), (d), (e), and (g) of the regulation, signed by the health care provider, no later than 15 calendar days after the date the agency requests such medical certification. If it is not practicable under the particular circumstances to provide the requested medical certification no later than 15 calendar days after the date requested by the agency despite the employee's diligent, good faith efforts, the employee must provide the medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the agency requests such medical certification.*

8. An employee using unpaid leave is entitled to be returned to the same or equivalent position with equivalent benefits, pay, status and other terms and conditions of employment. Under the law, this use of leave may not result in the loss of any employment benefit accrued before leave began.

Section 8.06 – Leave for Family Purposes

A. Parental Leave

1. There will be no fixed time granted for absence for maternity reasons. The length of time will be determined the employee, her supervisor or other Agency official, and her physician.
2. Consistent with applicable law and regulation:
   a. Sick Leave may be used for the time due to delivery and recuperation, if due and accrued.
   b. Annual leave or leave without pay under the Family and Medical Leave Act as approved, compensatory time or credit hours if applicable may be used by the employee for a period of adjustment and to make arrangements for childcare.
   c. Leave without pay, compensatory time, or credit hours if applicable may be substituted for sick or annual leave.
3. Normally, no later than thirty (30) days in advance of expected use, the employee is responsible for requesting leave for maternity reasons, including the type of leave, approximate dates, and anticipated duration.
4. A male employee who has requested leave, with reasonable advance notice, may request on part-time or full time annual leave, leave without pay, compensatory time, or credit hours, if applicable, for a reasonable period of time for the purpose of assisting or caring for his minor children

or the mother of his newborn child while she is incapacitated for maternity reasons, unless his absence causes a substantial work interruption.

5. Upon request, the Agency will give a fair consideration to providing part-time opportunities for employees who have children under six (6) years of age and for employees to care for their spouses, children, or parents with serious he conditions subject to workload, mission, and operational requirements.

B. Paid Parental Leave

1. Eligible employees may request up to twelve (12) weeks of paid parental leave in connection with the birth or placement (for adoption or foster care) of a child.
2. Paid parental leave granted in connection with a qualifying birth or placement under this section is substituted for unpaid FMLA leave and is available during the 12-month period following the birth or placement. In order to be eligible for paid parental leave, an employee must be eligible for FMLA leave under 5 U.S.C. 6382(a)(1)(A) or (B) and must meet FMLA eligibility requirements.
3. Paid parental leave under this section is limited to twelve (12) work weeks and may be used only during the twelve (12)-month period beginning on the date of the birth or placement involved. Within these twelve (12) work weeks, paid parental leave is available as long as an employee has a continuing parental role with the child whose birth or placement was the basis for the leave entitlement.
4. In accordance with the Federal Employee Paid Leave Act (FEPLA) and this Agreement, an employee may not use any paid parental leave unless the employee agrees in writing, before commencement of the leave, to subsequently work for the applicable employing agency for at least twelve (12) weeks. This twelve (12)-week work obligation begins on the employee's first scheduled workday after such paid parental leave concludes.
5. The Agency will provide access to the appropriate forms to request paid parental leave and the corresponding service agreement.

Section 8.07 – Leave Without Pay

A. Leave without Pay (LWOP) is a temporary non-pay status and absence from duty for a specific period of time, which may be granted to an employee in accordance with applicable laws, rules, and regulations. LWOP is requested in the same manner and for the same purposes as annual leave, sick leave and for employees who have applied for a disability retirement when a removal action is involved. Requests for LWOP will be given serious consideration and will not be denied arbitrarily. Denials of requests for LWOP will be provided to the employee in writing.
B. In most instances, granting LWOP is a matter of supervisory discretion. Approval of LWOP is mandatory for:

1. Military training or active duty for members of the Reserves or National Guard, who are not entitled to, or have exhausted their military leave (38 USC 4316(d));
2. Medical treatment for disabled veterans;
3. Employees requesting up to twelve (12) weeks LWOP under the Family and Medical Leave Act; and
4. Employees receiving compensation payments/benefits under the Office of Workers Compensation Program.

C. An employee who returns to duty after leave without pay for sixty (60) days or less will be returned to the position held at the post of duty at the time the leave began. To the extent the Agency has such authority, an employee who returns to duty after leave without pay of more than sixty (60) days will be:
   1. Placed in the position, or a like position at the post of duty held at the time leave began, if available; or, if not available,
   2. Placed in a like position in the general commuting area, if available, as appropriate.

D. Section 8.07(C) above is not applicable to employees on approved LWOP under FMLA or members of the Reserves or National Guard who are called up to active duty.

Section 8.08 – Leave for Bone Marrow and Organ Donation

A. Upon request, subject to certification by a physician, leave-approving officials will approve bone marrow or organ donor leave for employees who serve as living donors for bone marrow, organ and tissue donation and transplantation. The use of bone marrow or organ donor leave can cover time off for activities such as donor screening, the actual medical procedure, and recovery time. Leave approving officials will approve:
   1. Up to seven (7) workdays of absence without charge to leave or loss of pay for each donation by employees participating as living bone marrow donors.
   2. Up to thirty (30) workdays of absence without charge to leave or loss of pay for employees participating as living organ or tissue donors.

B. The length of absence from work can vary depending on the medical procedure involved in the donation. Therefore, for longer periods of incapacitation, leave-approving officials should normally approve annual and/or sick leave or LWOP in combination with the maximum amounts of excused absence specified in Sections 8.08(A)(1) and 8.08(A)(2) above.

Section 8.09 – Funeral Leave

Upon request, an employee will be granted up to three (3) workdays of leave without loss of or reduction in pay to make arrangements for or attend the funeral or memorial service for an immediate family member who died as a result of a wound, disease, or injury while serving as a member of the Armed Forces in a combat zone. The leave need not be consecutive, but the employee shall provide the supervisor justification for the requested non-consecutive days.

Section 8.10 – Brief Absences or Tardiness

An employee's immediate supervisor may excuse occasional brief periods of absence or tardiness of less than one (1) hour due to circumstances beyond the employee's control, e.g., adverse weather conditions, traffic, and transportation issues.

Section 8.11 – Blood Donations

An employee who donates blood, without compensation, may be allowed up to four (4) hours, without charge to annual or sick leave, for travel, clinical time and recovery time in connection with each blood donation. Excused absence for blood donation must be approved in advance.

Section 8.12 – Court Leave

A. In accordance with law and regulations, an employee with a regular scheduled tour of duty is entitled to court leave for:

   1. Jury duty (including time spent waiting to be called or selected, and related travel time) when required by any Federal, District of Columbia, State or local court, in any State, territory, or possession of the United States; or

   2. Serving as a witness (including time spent waiting to testify, and related travel time) when required by subpoena or directed to appear by any Federal, District of Columbia, State or local court, in any State, territory, or possession of the United States, except that an employee called as a witness to testify in an official capacity or to produce official records is considered to be in an official duty status.

B. Court leave may be granted to an employee who is summoned as a witness in a judicial proceeding in which the Federal, State, or local government is a party.

C. Court leave may not be provided to an employee on LWOP. Court leave is only available to an employee who, except for the jury service, would be in a pay status.

D. Employees who are normally assigned to evening shift, night shift or other work schedules and are required to appear in court, whether on jury duty or as a witness during the day may be granted an adjustment in their regular schedule in order to coincide with the court day(s), at their request. In the alternative, the employee may request court leave for the employee's regularly scheduled tour of duty, to allow for sufficient rest to perform their court duties. In such cases, the employee will not suffer any loss of pay and will continue to be entitled to night differential or other regularly scheduled premium payments in accordance with applicable payroll policies.

E. If an employee on court leave is excused from court with sufficient time to enable that employee to return to duty for at least two (2) hours of the scheduled workday, including travel time, the employee shall return to duty unless granted appropriate leave by the Agency. Employees will request and receive approval prior to going on leave, using procedures as set forth above.

F. Employees may keep reimbursements received for mileage, parking, or required overnight stay, to the extent consistent with laws and regulations.

G. If an employee is on annual leave when called for jury service, court leave may be substituted for the annual leave.

H. The employee must furnish the supervisor with a copy of the summons/order.

Section 8.13 – Workplace Closings

A. When conditions are identified that affect hours of operation, employees will be notified as soon as possible after a decision is made to delay the opening of or close the facility. When the Coast Guard is the lead Agency, decisions will be made and notifications initiated as early as possible to permit as many employees as possible to elect to request leave; avail themselves of unscheduled leave, if unscheduled leave is authorized telework, if applicable; or report to work via late arrival if delayed opening has been authorized.

1. Employee notification shall include closure, delayed openings, unscheduled leave, etc., as appropriate. Employees already on duty will be notified at the same time.

2. If internet postings are used, the notifications will be updated daily, and that information provided will remain in effect for twenty-four (24) hours unless otherwise indicated in the posting.

3. Employees affected by a closure, delayed opening, or early dismissal shall be excused without charge to leave or loss of pay for the period unless telework is applicable.

a. Except for sick leave, employees on pre-approved leave (e.g., annual leave, compensatory time off) will remain in that leave status.

b. Employees on pre-approved sick leave due to illness and unable to work will remain on sick leave.

c. For employees on pre-approved sick leave for medical appointments where the medical appointments are cancelled due to the emergency conditions, the sick leave must be cancelled, and administrative leave is granted. Telework-ready employees must perform telework or request annual leave or other personal time off (accrued compensatory time, credit hours under a flexible work schedule, etc.).

d. Telework-ready employees, as defined in Article 9 of this Agreement, on pre-approved leave may request to telework. The parties recognize that there may be situations were, due to employee absences prior to a workplace closure, sufficient work may not be available for the employee to telework. The supervisor will make the determination on whether there is sufficient work available for the employee to telework on a case-by-case basis.

Section 8.14 – Unsafe/Unhealthy Working Conditions

When it is determined by the Agency that exposure to unsafe or unhealthy working conditions cannot be immediately corrected and will result in the likelihood of illness or injury, employees will either be assigned work in a safe and healthy area, including telework, or granted an excused absence, as required in Article 26, Safety and Health. The decision to deny a request to work in another area, including telework, or to deny a request for administrative leave under this section, may be grieved in accordance with Article 33, Negotiated Grievance Procedure.

Section 8.15 – Other Circumstances

The above reasons for granting administrative leave are not all inclusive and that there may be other situations supporting a request for the granting of such leave. Such requests shall be considered based on the reasons presented at the time. The Agency may require documentation as appropriate to support the reasons for and/or the duration of such excused absence/administrative leave requests.

Section 8.16 – Military Leave

A. As provided in 5 USC 6323(a), eligible employees may earn fifteen (15) days of military leave per fiscal year for active duty, active duty training, and inactive duty training. An employee can carry over a maximum of fifteen (15) days into the next fiscal year.

B. Military leave shall be granted without any loss of pay. Military leave shall be credited to a full-time employee on the basis of their scheduled tour of duty. The minimum charge to leave is one (1) hour as required by law. An employee may be charged military leave only for hours that the employee would otherwise have worked and received pay. Employees who request military leave for inactive duty training will be charged only the amount of military leave necessary to cover the period of training and necessary travel. Members of the Reserves and National Guard will not be charged military leave for weekends and holidays that occur within the period of military service.

C. Inactive Duty Training is authorized training performed by members of a Reserve component not on active duty and performed in connection with the prescribed activities of the Reserve component. It consists of regularly scheduled unit training periods, additional training periods and equivalent training.

D. Emergency Military Leave, as authorized by 5 USC 6323(b), provides twenty-two (22) workdays per calendar year for emergency military duty for employees who perform military duties in support of civil authorities in the protection of life and property, when ordered by the President or a State Governor, or a contingency operation as defined by 10 USC 101(a)(13).

E. Members of the National Guard of the District of Columbia may be authorized unlimited military leave under 5 USC 6323(c), for certain types of duty ordered or authorized under Title 39 of the District of Columbia Code.

F. Reserve and National Guard Technicians may be authorized up to forty-four (44) workdays of military leave for duties overseas under certain conditions, as provided by 5 USC 6323(d).

G. Employees requesting approval of military leave as set forth herein shall provide a copy of the orders directing the employee to active duty and/or a copy of the certificate on completion of such duty.

H. The Agency will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301, et al, which applies to persons who perform duty, voluntarily or involuntarily, in the uniformed services, including the Army, Air Force, Navy, Marine Corps, Coast Guard, and Public Health Service Commissioned Corps, as well as the reserve components of each of these services. Uniformed service includes active duty, active duty for training, inactive duty training (such as drills), initial active-duty training, and funeral honors duty performed by National Guard and reserve members as well as the period for which a person is absent from a position of employment for the purpose of an examination to determine fitness to perform any such duty.

I. Service members returning from a period of service in the uniformed services must be reemployed by the "pre-service" employer if they meet criteria as set forth in USERRA.

Section 8.17 – Absence Without Leave (AWOL)

When the Agency determines that it will charge an employee AWOL the leave and earnings statement shall be annotated as “absence without official leave”. Upon request, the employee shall be advised of the reasons for the decision to find the leave unexcused. If the employee is present in the worksite, the supervisor or designee will notify the employee at the time of certification of the time and attendance.

Section 8.18 – Voting Leave

Employees may request up to 4 hours of administrative leave for voting in connection with each election event (including primaries and caucuses) at the Federal, State, local (i.e. county and municipal), Tribal and territorial level. Additional information can be found at: Voting Admin Leave | U.S. Coast Guard (uscg.mil).

Section 8.19 – Volunteering Leave

Volunteer Community Service, applies and permits employees who participate in volunteer activities directly related to the DHS mission to receive administrative leave for volunteer community service. Additional requirements and guidance is found at: Volunteer Community Service (CG-121) | U.S. Coast Guard (uscg.mil)

Article 9 – Telework and Remote Work

Section 9.01 –General

A. The parties recognize the benefits of a telework and a remote work program. Balancing work and family responsibilities, and meeting environmental, financial, and commuting concerns are among its advantages. In recognizing these benefits, both parties also acknowledge the needs of the Agency to accomplish its mission. The parties agree upon the following to ensure the continuity of operations. This agreement further facilitates the strong and enduring linkage between Coast Guard operations, mission support, and the health, well-1being, and morale of the Coast Guard workforce. The teleworking and remote work programs applicable to bargaining unit employees will be governed by law, government-wide regulations, this Article, and Supplemental Agreement provisions.

Section 9.02 –Telework Overview

A. All bargaining unit positions will be considered telework eligible unless the Agency determines that such arrangement would diminish employee performance or diminish Agency operations. A supervisor can approve for an employee to telework up to four (4) days a week. The parties recognize that some positions may have duties that make the position eligible for telework on a situational basis only. The parties recognize that a position may be appropriate for telework but the employee occupying the position may not meet the telework eligibility criteria established by law, regulation, or this Agreement.

B. Telework may be done on a routine basis with a pre-determined schedule or on a situational basis, such as when an employee has a short-term need for uninterrupted time to complete work on a complex project or report or is recovering from illness or an injury and is temporarily unable to physically report to the traditional office. Situational telework may also be an appropriate mitigation strategy for continuity of operations. In all cases, employees wishing to telework must complete an interactive training program, as required by law and government-wide regulation. In addition, employees who wish to telework must have a signed written telework agreement.

C. Teleworkers and non-teleworkers will be treated the same for purposes of:

1. Periodic appraisals of performance of employees;
2. Training, rewarding, reassigning, promoting, reducing in grade, retaining, and removing employees;
3. Work requirements;
4. Leave (except for situation specific leave approvals, e.g., building closure);
5. Other acts involving managerial discretion.

D. Individuals who telework on a situational or routine basis and whom may be asked to telework in the event of a national or local emergencies or other situations that may disrupt normal operations are encouraged to practice telework

periodically. Nothing in this article prevents management from taking necessary actions to maintain continuity of operations in the event of a local or national emergency. If an employee is directed (mandated) to telework to maintain continuity of operations and the employee does not have a telework agreement, a telework agreement will be implemented as soon as practicable, consistent with the needs of the Coast Guard.

E. Employees with an approved telework agreement should expect to be required to telework during closures due to emergency situations. Normally, for delayed arrivals, teleworkers, including telework ready employees, who do not report to the official worksite must telework the entire day, request unscheduled leave, or a combination of both for the entire workday.

Section 9.02.01 – Criteria

A. Employees who meet the following criteria are eligible to request telework:

1. The employee has a performance rating of record of "Meets/Achieved Expectations" or higher and is not on a Performance Improvement Plan (PIP)/Performance Demonstration Period (PDP);
2. An employee who is not on leave restriction and has not been officially disciplined for being absent without permission for more than five (5) days in any calendar year;
3. The employee must be able to complete assignments in a timely manner without close and frequent supervisor review;
4. The employee has the workspace, utilities, equipment and reference materials suitable for the work to be performed at the designated alternate worksite as specified in the Telework Program Agreement;
5. The employee is willing to complete, sign, and abide by the Telework Agreement and complete/sign the Self-Certification Safety and Security Checklist; and
6. An employee serving a probationary period or formal training program will normally be restricted from participating in the telework program. Such determination will be based on supervisory discretion and made on a case-by case basis. Normal progression of an employee through a career ladder, in and of itself, does not necessarily constitute a formal training program.

Section 9.02.02 – General Position Consideration Criteria

A. There are some general criteria that would make a position appropriate for teleworking consideration. Those criteria include but are not limited to the following:

1. Portable work activities that can be performed outside of the office.
2. Quantifiable or project–orientated tasks.

3. Unclassified work for which data security is acceptable. Classified information is not allowed at homework sites nor is it permissible to access classified data or messages while teleworking.
4. Necessary technology to perform the off-site work is readily available.
5. Customer service needs, including face to face requirements, and meeting participation requirements can be met on non-teleworking days or through other acceptable means.

Section 9.02.03 – Procedures for Teleworking Requests

A. Where a teleworking program is implemented, requests will be handled as follows:
    1. Employee requests for either a routine telework schedule or on a situational basis will be made in writing (email is acceptable) to the employee's immediate supervisor. The employee's request will state the desired teleworking schedule through the Telework Agreement.
    2. The supervisor will respond to the request in writing (email is acceptable) within seven (7) days. If the request is denied, the supervisor will specify the reason(s) for the denial. The employee may request a meeting with the supervisor to discuss the reasons for denial. The denial of a telework request may be grieved in accordance with Article 33 of this Agreement. If the request is approved, the response will specify the approved teleworking schedule.
B. Employees may request modifications to their approved Telework Agreement. at any time, including temporary or emergency changes.
C. Employees in positions that are not otherwise eligible for telework, may request situational telework during personal emergency or temporary situations. Supervisory approval may be based on several factors including, but not limited to, the ability of the employee to accomplish meaningful work during telework and the needs of the unit. In requesting situational telework, an employee must complete a Telework Agreement certifying the employee is telework-ready for purposes of continuity of operations.

Section 9.02.04 –Telework Agreement

A. Prior to participating in the telework program, employees are required to complete an Telework Agreement (TA) Form CG-5330. Employees are responsible for ensuring the information in the TA is maintained up to date. The following provisions in the TA are modified as follows:
    1. The employee may consult with his/her Union representative during the joint development of the TA.
    2. Supervisors may require an employee to attend/participate in staff meetings in person, via telephone, or other alternative methods with sufficient notice.
    3. Agency will not inspect a person's home for the purposes of this article.

4. Supervisors have the discretion to require employees to work, request leave approval, or grant excused absence during a facility closure.
5. Employees are encouraged to have a personal preparedness plan for the telework location following the guidance available at www.ready.gov.
6. If there is a conflict between the TA and the Master Labor Agreement (MLA), the MLA prevails.

B. Employees will signify they have volunteered to participate in the telework program and will certify their intentions to abide by the provisions of this Agreement by signing and dating the TA. Employees must also complete and sign the relevant checklists referenced in COMDTINST 5330.4 (Series).

C. TA's will normally be reviewed annually. An agreement will normally remain in effect for one year but may be adjusted when there is a change in work schedule or other impacting circumstances. During review, telework arrangements will normally be maintained unless there is a business need to adjust.

D. Normally the TA will be completed within fifteen (15) days of the request, and should include the following:

1. General work assignments, including special priorities;
2. A listing of the necessary equipment and/or resources;
3. Date of telework training completion;
4. The approved telework schedule; and
5. Signature of the employee and supervisor

Section 9.02.05 – Family Care and Other Non-Work Responsibilities

Telework is not a substitute for family, child, or elder care. The expectation is that telework time is exclusively for the performance of work.

Section 9.02.06 – Participation, Denial, or Removal

A. The Agency may deny participation or remove/suspend an employee from telework program participation for the following reasons:

1. Participation threatens the security of Coast Guard data, information, or equipment.
2. The employee has demonstrated inability to adhere to the provisions of the Telework Agreement, to include reduced work production, non-responsiveness, non-availability, failure to maintain a safe alternate worksite, or teleworking has proven to place an undue burden on other office staff.
3. The employee no longer meets the eligibility criteria in Section 9.02.01, or the position no longer meets the eligibility criteria in Sections 9.02.02 of this Article.
4. When participation diminishes Agency operations.

5. The employee has been formally disciplined for viewing, downloading, or exchanging pornography on a Federal Government computer or while performing official Federal Government duties.
6. The employee has been formally disciplined for being absent without leave (AWOL) for more than five (5) working days in any calendar year.

B. Normally, employees will not be removed/suspended from participation for a single, minor infraction of telework program requirements. Supervisors will make a bona fide effort to counsel employees in writing about specific problems before effecting removal/suspension from the program. When a decision is made to remove/suspend an employee from the telework program, the employee will be advised in writing (e-mail is acceptable). This notice will indicate the reason(s) for the removal/suspension. Unless otherwise indicated, an employee who is removed/suspended from participation due to employee cause (e.g., misconduct, performance, non-responsiveness), may reapply for participation in the program after one (1) year provided the basis for the removal/suspension has been corrected. If the employee's participation has been suspended because of mission-related reasons, once the mission-related basis has ended, the employee will be placed back on their previously approved telework schedule.

C. Employees may also elect to terminate their participation in telework.

Section 9.02.07 – Problems Affecting Work Performance

Employees will promptly inform their supervisor whenever problems arise at the alternate duty site that adversely affects their ability to perform work (e.g., equipment failure, power outages, telecommunication difficulties or outages). If an employee is unable to continue to work that day at the alternate duty site, the employee will be expected to return to the official duty station as soon as possible or may request leave. At the supervisor's discretion, the employee may occasionally be granted short periods of excused absences (less than one (1) hour) for such situations.

Section 9.02.08 – Hours of Work and Leave

Employees performing work at the alternate duty site are subject to the same leave and workday requirements as they would be if they were performing work at their regular duty site and continue to be covered by Article 6 - Hours of Work, Article 7- Overtime and Standby Duty, and Article 8 - Leave of this Agreement. Employees performing work at the alternate duty site are reminded they are not authorized to work overtime or official compensatory time or to adjust their work schedule, except as specifically authorized in advance by their supervisor. Employees shall record telework time in the time and attendance system as part of their normal attendance recording.

Section 9.02.09 – Temporary Changes

A. Employees may be required to report to their regular duty site for previously scheduled training, other meetings, or to perform work on a short-term basis that cannot otherwise be performed at the alternate duty site or accomplished via telephone or other reasonable alternative methods. The notice to employees will normally include the anticipated length of the short-term assignment.

B. Employees may also be required to report to their regular duty site for unanticipated operational exigencies to perform Agency work which the supervisor has determined cannot otherwise be performed on another workday, at the alternate duty site, via telephone, or other reasonable alternative methods. In such cases, employees will be provided reasonable advance notice when possible and be provided a reasonable amount of time to report. Employees should make every effort to report as soon as possible.

Section 9.02.10 – Emergency Closure/Delayed Arrival/Early Departure

A. Normally, when a regular duty site is closed due to an emergency for all or part of a day, employees teleworking that day, or who could telework that day, are required to work rather than being excused from duty. Employees may also request unscheduled leave or a combination of telework and leave. The supervisor may excuse a teleworking employee from duty during an emergency closure/delayed arrival/early departure situation if the emergency also adversely affects the alternate duty site, if the employee faces personal hardship that prevents him/her from working successfully at the alternate duty site, or if the employee's duties are such that he/she cannot continue to work without contact with the regular duty site that is closed. Employees who work when their command is closed or a delayed arrival or early departure is announced, are not entitled to receive overtime pay or compensatory time during their regular tour of duty.

B. If employees at the regular duty site are granted early dismissal for a holiday (e.g., Thanksgiving, Christmas Eve, New Years Eve), the employee working at an alternate duty site is considered on duty and will also be dismissed early.

C. When inclement weather conditions (e.g. snowstorm, hurricane) are imminent, supervisors and employees should take steps to ensure that the employee will have sufficient work to do while teleworking and are prepared for telework. The Telework Agreement will specify the equipment the Coast Guard will provide to the individual employee. The parties recognize that there may be situations were, due to employee absences prior to an inclement weather condition, sufficient work may not be available for the employee to telework. The supervisor will make the determination on whether there is sufficient work available for the employee to telework on a case-by-case basis.

Section 9.02.11 – Additional Requirements

A. Employees participating in telework will be required to:

1. Observe existing policies for requesting leave;
2. Utilize any government owned/leased equipment for official purposes only and safeguard government owned/leased equipment and documents as is required at the regular duty site; and
3. Adhere to applicable government regulations concerning information management, cybersecurity, protection of personally identifiable information, protection of Privacy Act information, and safeguarding data and databases.

4. Properly code their timecards.

Section 9.02.12 – Satellite Offices

The parties will meet periodically, at either party's request, to discuss the feasibility of establishing satellite office locations. Discussions will focus on accessibility of alternate sites, employee interest, and availability of Agency funding. Prior to establishing satellite office locations, the parties will negotiate as appropriate, procedures for working at other established locations.

Section 9.02.13 – Staff Coverage

Staff coverage requirements will be determined by each Command. The parties recognize that teleworking does not necessarily detract from coverage requirements for positions that do not require an "in office" presence. The parties recognize that, for some positions, telework may enhance coverage requirements especially in situations where continuity of operations is important (e.g., inclement weather, emergencies).

Section 9.02.14 – Local Emergency Situations

In the event of a local emergency, which adversely affects employees' ability to commute to the workplace (e.g., transit strike, natural disaster), upon the request of either party, the parties will meet to discuss possible temporary telework arrangements for affected employees.

Section 9.03 Remote Work Overview

A. Remote work for bargaining unit employees will be implemented in accordance with law, regulation, or policy.

B. Bargaining unit employees engaging in remote work are subject to the provisions of the COMDTINST 5330.11, except for the additional terms identified in this Article.

C. Bargaining unit employees engaged in remote work are eligible for any early liberty that is granted to teleworkers and in-office workers.

D. Bargaining unit employees engaged in remote work are expected to work during closures or emergencies.

E. Union representatives who work remotely while performing union activities are responsible for adhering to applicable policies and negotiated agreements consistent with their performance of union activities at the agency or appropriate alternative worksite.

F. Bargaining unit employees will not print at their remote work location unless later approved by the Agency. If a bargaining unit employee is mandated to perform remote work, the Agency will notify the Union in accordance with Article 39 of the MLA to fulfill its labor obligations.

G. Remote workers, teleworkers, and on-site workers are treated the same for purposes of: (1) periodic job performance appraisals; (2) training, recognition,

reassignments, promotions, reductions in grade, retention, and removal; (3) work requirements; and (4) other acts involving managerial discretion.

Section 9.03.01 – Remote Work Agreement

A. Bargaining unit employees wishing to engage in remote work will be required to complete a Remote Work Agreement, currently Form CG-12630, the Supervisor Checklist, currently Form 12630C, and the Telework or Remote Work Self-Certification Safety and Security Checklist, currently Form CG-12630D.

Section 9.03.02 –Eligibility

A. An employee will be eligible for remote work if the position is eligible unless they are denied for the reasons in COMDTINST 5330.11, 17.c.(4) "Not Eligible Under Any Circumstances."

B. For initial eligibility purposes for bargaining unit employees, an unacceptable decline in performance, in accordance with Section 17.c.(4)(c) of COMDTINST 5330.11, is described as currently on a performance improvement plan/demonstration period (PIP/PDP) or having been placed on a PIP/PDP in the last two (2) years. The two (2) year timeline starts on the effective date of the action.

C. For initial eligibility purposes for bargaining unit employees, a decline in conduct, in accordance with Section 17.c.(4)(d) of COMDTINST 5330.11, is described as currently on leave restriction, or having been on leave restriction or formally disciplined for misconduct, which could damage the integrity of the Remote Work Program, in the last three (3) years. The three (3) year timeline starts on the effective date of the action.

D. The Agency will normally provide the bargaining unit employee an approval/denial within fifteen (15) days of the remote work request. A denial will be provided in writing stating the reason for denial.

E. Bargaining unit employees shall communicate temporary/permanent changes to an approved remote work agreement, including a request to change the official worksite.

Section 9.03.03 Problems Affecting Work Performance

A. While on an approved remote work agreement, if a bargaining unit employee is placed on a PIP/PDP, management may, in its sole and exclusive authority, determine that the employee may continue to work remotely during the duration of the PIP/PDP.

B. Employees will promptly inform their supervisor whenever problems arise at the remote work site that adversely affects their ability to perform work (e.g., equipment failure, power outages, telecommunication difficulties or outages). The employee is required to submit a CGFixIT ticket for equipment failure or difficulties for all government owned equipment. If an employee is unable to work that day at the remote work site and does not have offline work that can be performed, the employee may be granted a short period of excused absence. The

employee may be required to travel to an official Coast Guard duty location if the issue cannot be fixed within a reasonable amount of time.

Section 9.03.04 Terminating a Remote Work Agreement

A. If a remote work agreement is terminated by the Agency, the employee will normally be provided advance notice of thirty (30) calendar days to report to an Agency designated official worksite. If the employee refuses to report to the Agency designated official worksite, the Agency may initiate a directed reassignment.

B. Employees required to relocate in accordance with a management-directed reassignment will be entitled to relocation expenses or relocation incentives in accordance with the Federal Travel Regulations and Coast Guard policies.

C. If employees are selected for a Coast Guard job opportunity announcement as remote worker, and the remote work requires relocation (e.g., OCONUS to CONUS), these actions are considered management directed.

D. Nothing in this Agreement restricts management's right to immediately terminate a remote work agreement for egregious concerns of safety, conduct, or performance of duties.

Section 9.03.05 Accessibility

A. Bargaining unit employees must be accessible and responsive during the workday.

B. Bargaining unit employees have access to Microsoft Teams, or subsequent technology, which allows for calls/video calls through their computer. Employees are expected to follow the direction of their supervisor regarding availability and use of audio/video tools.

Section 9.03.06 Bargaining Unit Status

A. The Union will be notified in accordance with the Article 2 - Section 2.04(B) of this Agreement for all changes in bargaining unit status. The FLRA has the authority to make the final decision on the appropriate unit and certificate of recognition.

Section 9.03.07 Information

A. The Union may submit a request for information for terminated remote work agreements in accordance with 5 U.S.C. 7114.

B. Upon request by the Union, the Agency will provide redacted terminated remote work agreements. This information can be requested up to two (2) times per calendar year.

Article 10 – Commuter Transit Subsidy

Section 10.01 – Overview

Employees may be eligible to participate in the Coast Guard's Commuter Transit Subsidy Program. Eligible employees may receive a monthly transit benefit equal to their actual commuting cost, not to exceed the monthly maximum limitation established by the Internal Revenue Service.

Section 10.02 – Types of Fare Media

Transit benefits may include fare media, such as tokens, vouchers, fare cards, or other instruments that enable the holder to use the mass transit system.

Section 10.03 – Information

The Agency will post transit subsidy benefit information and registration application forms on its intranet.

Section 10.04 – Changes to Benefit Amount

The maximum amount of the transit subsidy will change whenever the Agency is directed to change it by law or Executive Order. Such directed changes will be effective within sixty (60) days of the directed effective date.

Article 11 – Work-life and Wellness

Section 11.01 – Employee Assistance Program (EAP)

A. There are a number of Agency resources available to assist employees who are experiencing overwhelming or on-going work-related or personal life challenges that may be adversely affecting their performance at work. These challenges may be related to stress, financial difficulties, family concerns, emotional issues, domestic violence, alcohol or drug use, and/or other concerns.

B. The Agency contracts EAP services that are made available to employees through a resource known as CG SUPRT, which provides health coaching, professional counseling, education and referral services to employees.

Section 11.02 – Employee Assistance Program Availability

A. An EAP Counselor (EAPC) or coach will provide consultation and information as well as work-life resources and referrals for a range of needs to employees at no cost. EAPCs are specially trained and experienced in assisting employees get the help they need. EAP is accessible through CG SUPRT 24/7.

B. The parties will work together to encourage employees whose performance and conduct are adversely affected to seek employee assistance by using available EAP resources. Both parties recognize that EAP can be important in preventing and intervening in workplace violence incidents; delivering critical incident stress support and debriefings; and providing assistance to management and employees during Agency restructuring or other major organizational transitions or developments.

C. The EAP services provided by the Agency will consist of the following:

1. Confidential and professional assessment, referral, and short term counseling to assist employees with identifying and resolving personal concerns at no cost.
2. When appropriate and as part of the assessment, referral to community facilities and treatment programs to help resolve employee concerns.
3. Follow up with employees to check on the status of the problem resolution, assist with return-to-work situations, and see if there is a need for further services.
4. Briefings to educate Union representatives on the EAP will be provided upon request.
5. With Drug Free Workplace Program cases, work with supervisors, Medical Review Officers, employees, and other appropriate persons to establish treatment and follow-up plans. These services are all provided within the scope of the Agency's Drug Free Workplace Program plan and confidentiality laws and regulations.

D. The EAP is available to employees at any time. Supervisors should offer the availability of the EAP to employees who are experiencing situations that have adversely affected an employee's performance and conduct.

E. The Agency will publicize and post information regarding the EAP in those areas that are frequented by employees such as break and lunchrooms, bulletin boards, etc. The information will include, at a minimum, the telephone number, location, and hours of operation of the EAP.

Section 11.03 – Voluntary Participation and Employee Responsibility

A. In accordance with law, rule or regulation, the Agency may grant periods of Administrative Leave to an employee for participation in CG-funded services with EAP, such as CG Support. Employees will be excused from duty without charge to pay or leave, to meet with an EAPC up to twelve (12) sessions with the actual number being based on sound clinical judgment as determined by the EAPC.

B. Employees who may not be able to resolve their issue within twelve (12) EAPC sessions may be referred back to their Primary Care Manager for longer term care. Members will need to request leave in accordance with this Agreement if these additional appointments outside of the EAPC program are during the workday.

C. "Although the existence and functions of the EAP will be publicized to employees, no employee will be required to participate or be penalized for declining referral to the program, except when such participation is required by a last chance agreement. However, the agency may consider an employee's declining a referral to the EAP in any proposed or final disciplinary or adverse action. This includes considering whether declining referral to the EAP has any effect on the employee's rehabilitative potential.

D. Prior to leaving the workplace to meet with an EAP counselor, the employee must inform his or her supervisor and make appropriate arrangements for the absence. Employees who do not want their supervisors to know of their attendance must make arrangements for EAP appointments outside of duty hours or request leave in accordance with this Agreement for appointments during duty hours.

E. Requests for counseling or referral assistance will not be a factor in job retention or promotional opportunities.

Section 11.04 – Access to EAP Services

A. The Agency may grant periods of excused absence to an employee for participation in the EAP for problem identification and referral to an outside resource and for general employee orientation or education activities, provided that the employee informs the supervisor of the appointment. Employees will be excused from duty without charge to pay or leave, to meet with an EAP counselor up to six (6) sessions with the actual number being based on sound clinical judgment as determined by the EAP counselor.

B. Employees who are referred to community services for treatment will request leave in accordance with this Agreement.

Section 11.05 – Confidentiality

A. All confidential information and records concerning an employee's counseling and treatment through the EAP will be maintained in accordance with The Privacy Act of 1974 (5 U.S.C. 552a).

B. Without an employee's specific written consent, the Agency may not obtain information about the substance of the employee's involvement with the EAP. The EAP staff will provide the employee with a written notice concerning the confidential nature of EAP records along with the conditions where information discussed in counseling may be disclosed and inform the employee that there are three (3) types of disclosure:

   1. Disclosure with consent. The employee's written consent is obtained before any information is released, except where disclosure without the consent of the client is allowed;

   2. Disclosure without consent. This disclosure is only permissible in a few instances, such as the following:

      a. To medical personnel in a medical emergency;

      b. In response to an order of a court of competent jurisdiction;

      c. To comply with Executive Order 12564, "Drug Free Federal Workplace;"

      d. An EAP is required by law to report incidents of suspected child abuse and neglect (in some States, elder and spouse abuse) to the appropriate State and local authorities; and

      e. An EAP may make a disclosure to appropriate individuals, such as law enforcement authorities and persons being threatened, if the employee has committed, or threatens to commit, a crime that would physically harm someone. This can be done only if the disclosure does not identify the employee as an alcoholic or drug abuser.

      f. An EAP may make a disclosure, per the applicable state statute if a person is determined to be a danger to himself/herself or others.

C. Secondary disclosure. Any information disclosed with the employee's consent must be accompanied by a statement that prohibits further disclosure unless the consent expressly permits further disclosures.

Section 11.06 – Child Care

Policy and Purpose: Working parents and other employees may have special childcare needs during working hours. The Agency will continue its efforts to support and foster child care services for its employees, consistent with COMDTINST M1754.15 (Series), and this Agreement.

Section 11.07 – Parent Educational Activities

The Agency will continue to provide and/or support various activities in order to meet the ongoing childcare needs of employees. These may include, but are not limited to, such things as childcare, pregnancy, adoption, relocation, and parenting information and seminars, consortiums, resource and referral information, education and training workshops and activities, and counseling as available through the Coast Guard Health Safety Work-life Field Offices.

Section 11.08 – Child Care Resources

Upon an employee's request, the Agency will provide inquiring employees with current listings of the qualified, licensed childcare centers in the general geographic area. Because of the broad range of childcare needs, the Agency will provide available information but the decision as to which facility/resource to use is the responsibility of the parent.

Section 11.09 – Provision of Child Care Facility

The Agency shall continue to provide and maintain childcare facilities in all locations that have them as of the effective date of this Agreement. These facilities will be located conveniently for employees.

Section 11.10 – Tuition

To the extent authorized by law, the tuition charged for enrollment in the childcare facility will be on a sliding scale, based on total family income. Childcare tuition must be paid before services are rendered.

Section 11.11 – Child Care Center Parent Committees

The Agency will continue to recognize parent committees at each childcare facility. The Union may designate a parent to serve as its representative on the committee.

Section 11.12 – Priority for Admission to Coast Guard Child Care Centers

The facility is dedicated to serving the needs of the military members and employees of the Agency. Priority for admission shall be given to children of military members, Agency employees who are single parents, followed by other Agency employees employed at the location of the childcare facility. Children whose parents are not employees of the Agency may be admitted only when no child of an employee of the Agency is available to fill an appropriate vacancy.

Section 11.13 – Child Care Subsidies

The Parties will explore ways of obtaining funding for lower-income employees' childcare expenses for those employees whose children do not attend a Coast Guard Child Care Center.

Section 11.14 – Elder Care

The Coast Guard is committed to supporting the needs of its workforce and provides elder care assistance limited to listing local and national websites offering information on elder care issues. The Agency may assist employees with accessing elder care information and referral directories through the use of the Health, Safety

and Work-Life Directorate (CG-111) website (www.worklife4you.com) and by the employee visiting the local Health, Safety, and Work-Life Field office. In addition to the website, elder care referral assistance is also available through the free 24/7, WorkLife4You referral service available to employees through the web or by calling (toll free) 1-800-222-0364.

Section 11.15 – Workplace Violence and Personal Security

A. The Agency is committed to ensuring adequate security to all employees. All employees have a responsibility to ensure that the Coast Guard remains a safe place to work.

B. The Union reserves the right to negotiate, as appropriate, Agency initiated changes in security procedures affecting working conditions.

C. The Agency will assure that employees faced with threatening situations will receive immediate assistance, if available.

D. Once the Agency is aware of a risk and determines employee notification is appropriate in light of its right to determine internal security practices, the Agency shall provide all employees who are at risk from harm from violence in the workplace information about the nature of the risk and the factors contributing to the risk. Such information shall be provided to the employee immediately after the determination to notify is made. Any such notice will be provided to the on-site union representative concurrently.

E. All employees who report harm resulting from an incident of workplace violence shall:

1. Have access to immediate first aid and transportation to the nearest medical facility, as appropriate;

2. Have access to emotional support, including but not limited to traumatic stress debriefing and counseling under the Employee Assistance Program; and

3. Be provided with information on filing a claim for workers' compensation benefits.

Section 11.16 – Wellness Program

A. Employee wellness and the investment in programs to maintain employee health, contribute directly to sustained productivity and reduction of lost employee time due to illness. Therefore, the Agency will facilitate and/or encourage programs in such areas as weight reduction, stress reduction and management, nutritional counseling, smoking cessation, prevention of injuries, health screenings, and exercise.

B. The Agency agrees:

1. That employees whose physical fitness is not a job requirement are encouraged to participate in a wellness program which may include physical fitness.

2. To make physical fitness facilities under its control available to employees.
3. Workload permitting, to allow civilian personnel flexibility in their work hours to encourage fitness activity. It is expected that civilian employees will participate during non-duty hours, including lunch periods, when engaging in health and fitness activities for an extended or indefinite period of time.
4. Workload permitting, to periodically grant excused absences for civilian employees to take part in one-time or occasional programs that are of short duration. Examples of these include activities such as: An officially sponsored Federal Fitness Day Event; an agency sponsored health screening; a fitness center orientation and a smoking cessation program consisting of several brief classes. Any additional questions regarding the use of official duty time in health and fitness activities and its applicability to civilians should be directed to the local Command Staff Advisor.

C. To advance the goal of a healthy workforce, the Parties, may survey the health and fitness resources currently available to employees, survey employees on their preferences, design additional health and fitness offerings to employees, and publicize health and fitness resources and events.

Section 11.17 – Nursing Employees

A. For one year after the birth of a child, nursing employees will have a reasonable break time to express breast milk for their nursing child for one year after the child's birth. Nursing employees who express milk during a reasonable break time must be compensated in the same way that other employees are compensated for break time.

B. Where dedicated lactation space exists, it will continue to be made available. Furthermore, nursing employees will be provided a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used to express breast milk. The location must include lighting, a chair, a table, electrical outlets, and access to a refrigerator and water source. If not dedicated to the nursing employees' use, the area must be available when the employee needs.

Article 12 – Merit Promotion

Section 12.01 – Purpose

A. The purpose and intent of this Article is to ensure that merit promotion principles are applied in a consistent manner, and that all employees receive fair and equitable consideration without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, or handicapping condition.

B. Any changes to the Agency's merit promotion program that are not already provided in this Article will be subject to the provisions of Article 39, Negotiations.

Section 12.02 – Personnel Actions Covered by Merit Promotion

A. Competitive procedures shall apply to all promotions under 5 CFR 335.102 and to:

1. Time Limited promotions for more than one hundred and twenty (120) days to higher graded positions (prior service during the preceding twelve (12) months under noncompetitive time-limited promotions and noncompetitive details to higher graded positions counts toward the one hundred and twenty (120) day total). A time limited promotion may be made permanent without further competition provided the time limited promotion was originally made under competitive procedures and the fact that it might lead to a permanent promotion was made known to all potential candidates;
2. Details for more than one hundred and twenty (120) days to a higher graded position or to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (prior service which counts toward the one hundred and twenty (120) day total is the same as described in (1);
3. Selection for training, which is part of an authorized training agreement, part of a promotion program, or required before an employee may be considered for a promotion under 5 CFR 410;
4. Reassignment or demotion to a position with more promotion potential than a position previously held on a permanent basis in the competitive service (except as permitted by reduction-in-force regulations);
5. Transfer to a position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service; and
6. Reinstatement to a permanent or temporary position at a higher grade or with more promotion potential than a position previously held on a permanent basis in the competitive service.

Section 12.03 – Personnel Actions Not Covered by Merit Promotion

A. Competitive procedures do not apply to:

1. A promotion resulting from the upgrading of a position without significant change in the duties and responsibilities due to issuance of a new classification standard or the correction of an initial classification error;
2. A position change permitted by reduction-in-force regulations; adverse action decisions, or legal settlement agreements;
3. A promotion of an employee who was appointed to a position which was intended to prepare the employee for promotion, commonly referred to as a career ladder promotion. The intent should be documented in the job opportunity announcement and annotated on the Standard Form (SF)-50, Notification of Personnel Action. Noncompetitive promotions in career ladder positions are management decisions based on a prior record demonstrating the promotion potential of the position and the manager's determination that the incumbent has demonstrated the ability to perform at the higher grade level;
4. A promotion resulting from an employee's position being classified at a higher grade because of additional duties and responsibilities;
5. A temporary promotion, or detail to a higher grade position or a position with known promotion potential, of one hundred and twenty (120) days or less;
6. Promotion to a grade previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement) from which an employee was separated or demoted for other than performance or conduct reasons;
7. Promotion, reassignment, demotion, transfer, reinstatement, or detail to a position having promotion potential no greater than the potential of a position an employee currently holds or previously held on a permanent basis in the competitive service (or in another merit system with which OPM has an interchange agreement) and did not lose because of performance or conduct reasons;
8. Consideration of a candidate not given proper consideration in a prior competitive promotion action; and
9. After clearing Career Transition Assistance Plan, selection from a Reemployment Priority List for a vacant position at the same or lower grade level, no greater promotion potential, same type of work schedule, and in the same commuting area of the position from which separated.

Section 12.04 – Requirements

A. Personnel actions taken under merit promotion regulations, including the identification, qualification, evaluation, and selection of candidates, shall be made without regard to political, religious, labor organization affiliation or non-affiliation, marital status, race, color, ethnic group or cultural background, gender, sexual orientation, national origin, non-disqualifying physical or mental disability,

age, or source of funding for the position, shall be based solely on job related criteria.

B. The Agency shall provide guidance on Equal Opportunity, Merit Systems Principles and Prohibited Personnel Practices to any selecting official, chosen to select, screen, or otherwise assist in selecting personnel for civilian positions, training, or career development opportunities effected under merit promotion regulations.

C. The agency will perform a job analysis to determine the pertinent Knowledge, Skills and Abilities (KSA) for the position prior to the position being announced. The job analysis will be performed by Office of Civilian Human Resources Operations in conjunction with an appropriate subject matter expert, from the criteria outlined in the official position description.

Section 12.05 – Job Opportunity Announcements

A. Except for actions covered under 5 CFR 335.103 (c)(2) and (3), the Agency will officially announce all competitive service vacancies on OPM Human Resources websites. The Agency will ensure that all employees who do not have a computer assigned to them to perform their regularly scheduled duties will be provided access to a computer and printer in order for all employees to have access to all vacancies announced on the Agency's website.

B. At a minimum, announcements will include position title, pay plan, grade and promotion potential, occupational series, duties, a brief description of the qualification requirements including any ranking factors used, work schedule and appointment duration if other than full-time permanent, the area of consideration and a statement concerning the receipt of applications from veterans in accordance with the Veterans Employment Opportunity Act of 1998, if applicable, open and closing dates, the announcement number, how to apply, a clear statement of equal employment opportunity, reasonable accommodation language, conditions of employment such as security clearance and licensure requirements, etc., and the method of evaluating candidates.

C. Announcement for competitive vacancies will generally be open for a minimum of ten (10) days.

D. Each vacancy will be advertised in a geographic/organizational area sufficiently broad enough to ensure the availability of a reasonable number of diverse, well-qualified candidates.

E. The Agency will consider the use of an area of consideration limited to the local commuting area prior to expanding the area of consideration.

Section 12.06 – Application Process

A. All application materials must be received online by the closing date of the announcement. If evidence supports that the website was not accessible or failed at the time of the job opportunity announcement closing (11:59 p.m. eastern time on the closing date), the Civilian Human Resources Operations Office (CG-123) will review the circumstances and accept applications on a case-by-case basis.

B. Supervisors may occasionally approve, based on workload considerations, up to fifty-nine (59) minutes of excused absence to employees applying for Coast Guard vacancies to prepare and electronically transmit their application. In connection with the application process, employees are authorized limited use of government equipment during work hours in accordance with COMDTINST 5375.1 (Series).

C. Absence During Posting Period - Employees within the area of consideration, who are absent during the posting period for legitimate reason, will be considered for all vacancies to which they apply during their absence. Legitimate reasons include such things as:

1. Approved leave;
2. Details;
3. Training courses;
4. Official business;
5. Military service;
6. Compensable injury;
7. Service in public international organizations;
8. Intergovernmental Personnel Act assignments; or
9. Service in State or Local governments.

Section 12.07 – Evaluating Candidates

A. The Agency will determine that all applications received are screened to meet OPM qualification standards including any selective placement factors (e.g., language proficiency). The evaluation to determine whether candidates are minimally qualified will be performed by Civilian Human Resources Operations Office (CG-1C3).

B. The Agency will further evaluate all applicants who meet the minimum qualifications against the KSA identified in the job opportunity announcement using a documented crediting plan. The Coast Guard automated system will rank the qualified candidates based on the requirements identified in the job opportunity announcement.

C. All candidates whose scores are above the natural break point will be referred to the selecting official in alphabetical order. If there are an insufficient number of candidates additional candidates may be referred. The referral instructions provided to the selecting official will communicate the applicable criteria.

Section 12.08 – Selection Process

A. Management has the right to select or non-select from among a group of properly evaluated and certified candidates (including those on any priority placement lists) or to select from other appropriate sources, such as reassignment eligible, Veterans Readjustment Act candidates, or those within reach on an OPM or Agency certificate.

B. The Selecting Official will determine whether interviews will be conducted and whether or not to utilize a selection panel in the interview process. The selecting official may interview some, none or all the candidates referred and shall document the basis for this decision.

C. The selecting official will ask valid job-related questions that allow for an objective evaluation of the candidate's competencies as they relate to the position being filled.

D. When a face-to-face interview is not possible, a telephone interview is acceptable.

E. Employees selected for promotion or placement under merit promotion procedures should be released as soon as possible (normally allowing a full pay period for a promotion, or two (2) full pay periods if not for promotion). Exceptions may be made when agreeable to the releasing and receiving organizations.

Section 12.09 – Employee Information

A. Upon request, from an employee not selected for a vacancy, the Civilian Human Resources Operations Office (CG-1C3) will provide the following information:

1. Whether the employee met minimum qualification requirements;
2. Employee's ranking score;
3. What the Best-Qualified List cutoff score was;
4. Whether or not the employee was on the Best-Qualified List; and
5. Name of the employee placed in the position.

B. The Civilian Human Resources Operations Office will provide this information to the employee in a reasonable period of time.

C. An employee who is certified to a selecting official for promotion consideration for a bargaining unit position but is not selected can request to meet with the selecting official for the purpose of discussing how the employee can develop for future consideration. If the employee and the selecting official are not co-located, the meeting will be conducted telephonically.

Section 12.10 – Time Limited Promotions

A. Qualified and eligible bargaining unit employees detailed to a higher graded, classified position within the bargaining unit for more than thirty (30) days will be temporarily promoted effective no later than the beginning of the pay period following the thirty (30) days.

B. Bargaining unit employees will not be detailed or temporarily promoted to higher graded positions for more than a cumulative total of one hundred and twenty (120) days during any twelve (12) month period without the use of competitive procedures.

C. Details to higher graded positions will not be interrupted solely for the purpose of avoiding time-limited promotions.

Section 12.11 – Priority Consideration before Using Competitive Procedures

A. Priority consideration is bona fide consideration for non-competitive selection given to an employee as a result of a previous failure to properly consider the employee for selection because of procedural, regulatory, or program violation. Employees will receive priority consideration for a position at the same grade level, with no greater promotion potential, same type of work schedule (e.g., fulltime to fulltime, part time to part time), same appointment type, and in the same commuting area of the position for which they did not receive appropriate consideration.

B. Involuntarily Demoted Employees - Employees who are involuntarily demoted in the Agency without personal cause or who are in grade retention status are entitled to consideration for re-promotion for positions in the commuting area before using the competitive procedures. This applies to positions at the employee's former grade or at any intervening grades that are to be filled under competitive procedures. The right to this consideration does not apply to a position with promotion potential higher than that of the position held at the time of the change to the lower grade.

C. For Employees Not Given Proper Consideration - An employee who would have been referred but was not given proper consideration due to a procedural violation or error in a previous competitive merit promotion placement action, must be given advanced consideration for the next vacancy as specified above. This means that the employee must be referred to the selecting official for consideration along with any best-qualified Veterans Employment Opportunities Act eligible before any other candidates are referred. If the-selecting official, after reviewing the priority consideration candidate(s) does not select the candidate(s) they will receive other merit promotion candidates. The employee must exercise his/her priority consideration by applying to the job opportunity announcement and attaching the letter sent from the Office of Civilian Human Resources Operations that provides for the priority consideration to the electronic application. If selected on the basis of priority consideration, the employee is promoted or reassigned. If the employee is selected and declines the job offer, the employee forfeits his/her entitlement to the priority consideration. The selecting official must justify in writing any non-selection under this section.

D. Union Notification - In order to assure compliance with this section, the Union will be provided a copy of the memo furnished to any bargaining unit employee provided priority consideration for merit promotion cases. The Union will be notified in writing when a bargaining unit employee exercising priority consideration is selected for a bargaining unit position.

Section 12.12 – Career Ladder

A. If requested, employees selected for career ladder positions will receive information regarding the job requirements and expectations to reach the next higher grade level in the career ladder and may meet with their rating official.

B. The supervisor will ensure that the employee has the opportunity to acquire pertinent skills and knowledge to demonstrate that he or she meets the criteria for progression.

C. Promotions within career ladders are not automatic and are at the discretion of the Agency. The Agency will make the determination based on the employee's demonstrated ability to perform at the higher-grade level and at an acceptable level of performance for progression. This evaluation period will be based on the twelve (12) months preceding the career ladder anniversary date.

D. Employees in a career ladder will receive progress reviews in accordance with Article 18, Performance Management.

1. The reviews should accurately reflect the employee's performance and whether or not the employee is meeting the job requirements and expectations to reach the next higher grade level in the career ladder.
2. Areas where the employee needs to improve will be documented in the progress reviews.
3. The employee may request to develop a plan tailored to assist them in meeting the criteria for progression.

E. In no case should an employee in a career ladder position get to the time in grade milestone and not be aware that they will not be promoted. Employees will normally be notified within 30 days prior to the career ladder grade milestone if they will not be promoted.

F. If approved, supervisors will submit career ladder promotion actions to CG-123 in a timely manner in order to meet the proposed effective date.

G. If an employee is selected for a career ladder position by transfer, promotion or reassignment, and fails to meet expectations in the career ladder position, the employee does not have the right to return noncompetitively to the former position or equivalent. The employee will be placed on a Performance Improvement Plan/Performance Demonstration Period in accordance with Article 18, Performance Management.

H. Procedural errors cannot lead to a Career Ladder Promotion if the employee has not met all the requirements for promotion.

Section 12.13 – Promotion Records for Unit Positions

In accordance with 5 CFR 335, a file sufficient to allow for reconstruction of the competitive action will be kept for two years. If a grievance or complaint is pending on a particular promotion action the file will be kept pending final decision of the grievance or complaint, or the required two-year retention period, whichever is greater.

Article 13 – Details, Reassignments, and Other Voluntary Changes

Section 13.01 – Overview

A. A detail is a temporary work assignment of an employee to a different position than the presently held position; the same position or similar position at a different duty station for a specific period of time; or, to unclassified duties with the employee returning to his or her previously held position upon completion of the detail.

1. Details may be used to meet Agency temporary work requirements.
2. Details may be used to help provide career development opportunities for employees.
3. Details are not used as rewards or punishments.
4. The use of details shall not compromise the open competitive principles of the merit system.
5. Details for overseas assignments will receive forty-five (45) days advance notice when circumstances permit. Overseas details must follow Commandant Instruction 12300.7B (Series), process for approval.

Section 13.02 – Documentation

A. Employees will receive an email or memorandum documenting their assignment to a detail.

B. Details in excess of thirty (30) days will be reported on Standard Form 52 (SF-52).

C. Details of ninety (90) days or greater will be reported on an SF-52 and will be documented a Standard Form 50 (SF-50).

D. Any employee detailed to a classified position shall be given a position description of the position detailed upon request.

E. Any employee detailed to an unclassified position shall be given a written description of the duties of the unclassified position to which detailed upon request.

Section 13.03 – Employee Selection for a Detail

A. Employee initiated detail: Employees may initiate requests for a detail on their own. The Agency will give prompt and fair consideration of any such requests and respond to the employee in a timely manner.

B. Employer initiated detail:

1. When the Agency is aware in advance of the need for a detail, it will determine the qualifications needed to perform the position of the detail.
2. When more than one (1) employee is qualified, the Agency will communicate the opportunity for the detail to employees in the work group. Employees will be allowed no less than five (5) days to indicate their interest in the detail. The Agency will make every reasonable effort

to provide a courtesy copy of the email or memorandum documenting the detail to the Union.

3. If more than one employee is eligible for a detail and more than one detail is required, assignments to detail will be made fairly and equitably among qualified employees expressing interest.
4. Retirement Service Computation Date (SCD) will be utilized to solve any disputes arising from this section.
5. The requirements above apply except in unique circumstances such as the following (this is not meant to be an exhaustive list):
    a. An employee possesses unique/required skills and abilities that are not possessed by any other qualified employee (e.g., same series and grade, but one individual has a specific cert needed for the job.);
    b. A bona fide medical or operational emergency requires or precludes the detail of a particular employee; or
    c. When the Agency makes a detail to accommodate a substantiated medical or health problem.
6. An employee may request refresher training upon return from an extended detail.

Section 13.04 – Reassignments

A. When the Agency identifies the need for a reassignment, the Agency will determine the qualifications needed to perform the new position and identify the qualified candidate(s) to be reassigned.

B. Leave previously requested and approved will normally be granted to the employee at the discretion of the command responsible for the new position, unless the leave causes an adverse impact (e.g., scheduling conflicts, undue interference with the work of the unit). The employee is obligated to advise the receiving supervisor of any such leave at the time the reassignment is affected.

C. When an employee is reassigned to a different position, the employee will be given a reasonable period in which to become proficient in accordance with the Agency's performance management program and this agreement. If he or she cannot attain satisfactory performance, consideration will be given to returning the employee to the previously held position at the same grade level, if appropriate and available. However, nothing precludes the Agency from initiating a performance-based or disciplinary/adverse action.

D. The Agency will make a reasonable effort to avoid placing a union representative on an unrequested detail or reassignment that would prevent that official from performing his or her representational function.

Section 13.05 – Voluntary Reassignments/Change to Lower Grade

A. Requests for voluntary reassignments shall be given prompt and fair consideration. A response will be provided to these requests in a timely manner.

B. Prior to acting on an employee's request for a voluntary reassignment that would result in a reduction in grade to that employee, the Agency will ensure the employee has been fully apprised in writing about the effects of such an action and the employee has been given an explanation of other alternatives relevant to the particular case.

Section 13.06 – Directed Reassignments

A. Employees reassigned to a different duty location will be given advanced written notification of at least fifteen (15) days.

B. Reassigned employees affected by a change in duty station shall be entitled to relocation expenses in accordance with the Federal Travel Regulations.

Section 13.07 – Higher Graded Position

Qualified and eligible employees detailed to a higher graded classified position within the bargaining unit for more than thirty (30) days will be temporarily promoted effective no later than the beginning of the pay period following the thirty (30) days.

Section 13.08 – Lower Graded Duties

Details to perform lower graded duties shall not result in loss of time in the grade of the employee's position of record. Such a detail shall not be the basis for a lowered assessment or appraisal of the employee, nor will it adversely affect the employee's ability to apply for and be considered for any job for which the employee would have been eligible had the employee not been detailed to those duties.

Section 13.09 – Returning to Previously Held Position

When an employee returns to his/her previously held position from a Detail or non-competitive temporary promotion, the Agency will make every reasonable effort to restore all working conditions the employee previously had, to the extent those conditions still exist in the work unit. (e.g., resumption of Alternative Work Schedule, Telework).

Article 14 – Temporary Employees and Probationary Employees

Section 14.01 – Temporary Employees

Temporary employees may be separated at any time upon notice in writing from the Agency. When it is determined that a temporary employee is to be separated, the employee will normally be given a memorandum advising the basis of the separation. The notice may be provided in advance as much as feasible under the terms of the appointment and the conditions of the separation.

Section 14.02 – Probationary Employees

A. Terms and conditions of employment in this agreement apply to probationary employees in accordance with law and regulation.

B. Probationary bargaining unit employees have the same right to Union representation as all other bargaining unit employees.

C. Nothing in this section shall prevent the Agency from terminating a probationary employee at any time during the probationary period or afford a probationary employee the opportunity to grieve a termination.

Article 15 – Part-Time Employment

Section 15.01 – Part-Time Employees

To be considered part-time for purposes of this section, an employee must have a regularly scheduled tour of duty, set in advance, of at least sixteen (16) hours but not more than thirty-two (32) hours in an administrative workweek (or between 32 and 64 hours a pay period) on a prearranged schedule, and is eligible for fringe benefits. Part-time permanent employees are eligible, on a prorated basis, for the same benefits as full-time employees: leave, retirement, and health and life insurance coverage. When a holiday falls on a part-time employee's regularly scheduled workday, the employee will be paid for the number of hours he/she was scheduled for that day.

Section 15.02 – Employee Requests

The Agency will give bona fide consideration to employee requests regarding part-time employment consistent with the Agency's resource and mission requirements.

Section 15.03 – Considerations

A. Part-time employment may be particularly appropriate for the following groups of employees:

1. Employees seeking gradual transition into retirement;
2. Employees with disabilities or others who require a reduced workweek;
3. Parents who must balance family responsibilities with the need for additional income; or
4. Students who must finance their own education and/or vocational training.

Section 15.04 – Denial of Requests

Denials of requests for part-time employment from full-time employees will be discussed with the employee and, upon request, the employee will be provided with written reasons for the denial.

Section 15.05 – Documentation

A part-time career employee's tour of duty will be documented on a Standard Form 50, Notification of Personnel Action as appropriate under governing regulation.

Section 15.06 – Acceptance of Part-Time Employment

A full-time employee shall not be required to accept part-time employment as a condition of continued employment. The Agency agrees not to abolish any position occupied by an employee solely to make the position available on a part-time basis.

Section 15.07 – Temporary Adjustment of Work Schedules

An employee's request for temporary adjustment of an established part time work schedule may be granted based on personal need or to permit participation in management-approved details, other assignments, or training. Such adjustment, in itself, shall not result in a permanent change of established work schedule.

Section 15.08 – Access to Services

Part-time employees will continue to be provided access to services generally available to full-time employees. Consistent with governing law and regulation, attendance at Agency approved training courses will not be denied solely because of an employee's part-time status.

Section 15.09 – Service Credit

A part-time employee receives a full year of service credit for each calendar year worked (regardless of tour of duty) for the purpose of computing service for retention, retirement eligibility, career tenure, completion of probationary period, within-grade increases, and time-in-grade restrictions on advancement. A part-time employee's leave accrual rate is prorated consistent with governing law and regulation.

Section 15.10 – Information on Converting to Part-Time

The Agency will provide employees written information concerning the effects of converting to part-time employment as it relates to employee benefits prior to the actual conversion.

Section 15.11 – Conversion to Full-Time

Employees who accept or convert to part-time positions have no guarantee that they will subsequently be converted to full-time employment, but the Agency agrees to consider the employee's request based on the employee's circumstances and the needs of the organization. Consistent with governing law and regulation, mission needs and availability of resources, employees who convert to part-time for a specific period (not to exceed one year) may be permitted to convert to full time at the end of the agreed to period. A continuing effort will be made to place the employee in a full-time position for which he or she qualifies.

Article 16 – Reduction-in-Force, Directed Reassignments, and Transfer of Function

Section 16.01 – General

A. The provisions of this Article establish or specify the procedures, which apply to the implementation of any Agency decision that a reduction in force (RIF) is necessary, and specify actions the Agency will take to assist bargaining unit employees who are impacted as a consequence.

B. A RIF occurs with the release of an employee from his or her competitive level by furlough of over thirty (30) days, separation, demotion, or reassignment requiring displacement, when the release is required because of lack of work, shortage of funds, insufficient personnel ceiling, reorganization, the exercise of reemployment rights or restoration rights, or reclassification of an employee's position due to erosion of duties when such action will take effect after the Agency has formally announced a reduction in force in the employee's competitive area and when the reduction in force will take effect within one hundred and eighty (180) days. RIF's will be accomplished in accordance with statutory requirements, Office of Personnel Management (OPM) rules and regulations, Department of Homeland Security (DHS), and Coast Guard regulations and the provisions outlined in the Agreement.

Section 16.02 – Avoidance of RIF

A. To the extent that is practicable and not prohibited by law, without interfering with the accomplishment of the Agency's mission, and within the Agency's authority and discretion, the Agency shall resort to a RIF only after all other means have been exhausted.

B. To minimize the adverse impact on employees, the Agency shall, whenever possible, accomplish the goals otherwise achieved by a RIF through attrition and cost reduction efforts before abolishing positions.

Section 16.03 – Information to Be Provided to the Union

A. The Agency will notify the Union of any reduction in force as far in advance of notification to affected employees as is possible. The information to be provided to the Union will include:

1. The specific reasons why the Agency considers a RIF to be necessary;
2. The competitive area in which the RIF will be conducted;
3. The competitive levels to be initially affected;
4. The numbers and types of positions involved;
5. The proposed effective date; and
6. Any mitigating strategies considered prior to making the decision to conduct the RIF.

B. The Agency will provide updates on the information provided in Section 16.03(A), above, regarding RIF's in progress to the Designated Union point of contact as soon as such information becomes available.

Section 16.04 – Information Provided to Employees

A. If early retirement or buy-out opportunities are offered to employees prior to the issuance of RIF notices, the Agency will provide a briefing(s) explaining eligibility requirements; the applicant process; and the effects on severance pay, re-employment, and continuation of health benefits coverage to employees covered by the authorities. Questions that cannot be answered during the briefing will be distributed via e-mail to all employees covered by the authorities. In addition, the Agency will designate someone who will receive and respond to additional employee questions. The Designated Union point of contact will be invited to attend these briefings and will be given thirty (30) minutes at the conclusion of the briefing to speak with the employees without any management representative being present.

B. The Agency will provide briefing(s) to explain the RIF process no later than ten (10) days prior to the issuance of RIF notices. The briefing will cover how RIF retention is determined, the scope of the particular reduction in force, employee placement opportunities, severance pay computations and services to employees who are designated for separation in the RIF. Questions that cannot be answered during the briefing will be distributed via e-mail to all employees impacted by the RIF. In addition, the Agency will designate someone who will receive and respond to additional employee questions. The Designated Union point of contact will be invited to attend these briefings and will be given thirty (30) minutes at the conclusion of the briefing to speak with the employees without any management representative being present.

Section 16.05 – Furloughs

A. If the Agency places an employee(s) on furlough for more than thirty (30) days in a reduction in force, the Agency will explore options to allow the employee(s) to serve the furlough on a discontinuous or continuous basis to qualify for unemployment compensation.

B. The Agency will ensure that the government's share of the employee's health insurance premium is paid during any period of furlough to the extent permitted by law and/or regulation.

C. Employees who are furloughed during a lapse of appropriation will be retroactively paid and otherwise compensated to the extent permitted by law and regulation, if appropriations are approved.

Section 16.06 – Employee Personnel Records

A. As far in advance as possible of an anticipated RIF, the Agency will notify employees of the need to review their Electronic Official Personnel Files (EOPF's) and ensure that these records are complete and accurate. This notice will advise employees to ensure that their records are up to date concerning:

1. A current resume which includes:
    a. Completed training;
    b. Current licenses and certifications; and

c. Experience gained outside Federal service.

2. Accuracy of Standard Form-50 data elements.

B. Prior to the issuance of the RIF notice, the Agency will provide each affected employee with an employee data sheet for the purpose of verifying the data elements used in determining retention standing. These elements will include such information as RIF service computation date, performance ratings of record, etc.

C. The Agency shall provide a specific written notice to each employee affected by the reduction in force or transfer of function prior to the effective date. The specific notice shall include:

1. The action taken;
2. The effective date of the action;
3. The employee's RIF service computation date and subgroup;
4. The employee's competitive area and competitive level;
5. The employee's annual performance ratings received during the last three years;
6. The employee's appeal or grievance rights and the time limits for such actions;
7. If applicable, specific information on the Career Transition Assistance Program (CTAP)/Interagency Career Transition Assistance Program (ICTAP).

D. The Agency will expeditiously resolve any discrepancies raised by the employee.

E. An employee affected by a reduction in force has the right to review the retention registers and records having a bearing on the specific action taken in accordance with Privacy Act Provisions.

Section 16.07 – Maximizing Placement Opportunities

A. Filling Vacancies - In order to eliminate or minimize any adverse impact upon Employees in a reduction in force or transfer of function, the Agency shall give full consideration to alternate methods including, but not limited to, attrition, reassignment or details which do not result in displacement of employees.

B. Restricting Outside Hiring - The Agency will fill funded bargaining unit vacant positions within the competitive area with employee(s) in the bargaining unit facing separation in the RIF who are both qualified and available to fill the position.

C. Waiving Qualifications:

1. The Agency will place an employee who is affected by the RIF in a vacant bargaining unit position without regard to any Coast Guard specific requirements of the position if:

a. The employee meets the minimum OPM qualification standards, mandatory education requirements, and the security and drug testing requirements of the positions; and

b. The agency determines that the employee has the capacity, adaptability, and special skills needed to satisfactorily perform the duties and responsibilities of the position.

2. If the Agency determines not to place an employee in a particular vacant bargaining unit position the agency will provide, upon request, a written explanation of the non-mandatory Coast Guard specific requirement that was not waived and the reasons why.

Section 16.08 – Services to Employees Affected by RIF, Directed Reassignment or Transfer of Function

A. Placement Offers:

1. The Agency will be diligent in providing employees with all known placement opportunities available under law and regulation.

2. . Employees who receive job offer(s) for a position outside their current commuting area will have a reasonable amount of time, not less than fourteen (14) days, to respond as to whether they will accept or decline the offer.

3. Relocation of employees, occurring as a result of any action under RIF, will be deemed in the best interest of the government and such employees will be provided with relocation time, reimbursement, and all other benefits provided by law, rule, regulation and/or which are within the discretion of the Agency.

4. When the Agency issues a directed reassignment of an employee to a position which requires a move to another geographic area, the employee will be granted administrative leave /excused absence, normally not to exceed three (3) consecutive workdays, to make related arrangements (receipt of household goods, utilities, etc.) at the new work location. For good cause, the Agency may elect to extend this period. Employees whose administrative workweek regularly exceeds forty (40) hours may request additional administrative leave up to the total number of hours in their regularly scheduled workweek. Such requests will be submitted to the Office of Civilian Human Resources, who will endorse the request provided the employee submits evidence of the supporting work schedule. Provided all applicable regulations are satisfied for an authorized house hunting trip, the employee shall be placed in a travel status for such trips and shall receive travel and per diem expenses.

5. Employees issued a directed reassignment to a different commuting area who elect to relocate will be allowed up to sixty (60) days as necessary, to complete the move and report to work at the new location. Additional time may be granted at the discretion of the gaining supervisor. The

employee will continue to report to duty at their present location during the transition.

6. After receipt of the Agency's offer of a directed reassignment, an employee may request an assignment to an available vacant position for which he/she is qualified at his/her same or lower grade. The Agency agrees to consider such a request. An available position is a funded position that has not been identified in a job offer to another affected employee.
7. A permanent employee placed in a lower graded position due to the reduction in force may be eligible for grade and pay retention subject to statutory requirements, OPM rules and regulations, and the provisions of Department Homeland Security and Coast Guard regulations.
8. Any eligible bargaining unit career or career conditional employee separated by RIF will have the opportunity to register and shall be placed on the Department of Homeland Security reemployment priority list in accordance with applicable law and regulation. The Agency will also issue letters to eligible employees for use in applying to vacancies under the regulatory provisions of the ICTAP.
9. The Agency will notify employees of the services available under the CTAP and how to obtain them.
10. The Agency will inform employees of any services available from other agencies as required in under the ICTAP and how to obtain them. Any placement services identified by the Union will be given full consideration, when appropriate.

B. Unemployment Compensation:

1. The Agency will provide career transition assistance with varying methods of service delivery, which will include information from a state unemployment office regarding benefits, eligibility, and application procedures. The Agency will invite all applicable State Unemployment Insurance Agencies to make presentations regarding benefits, eligibility requirements and application processes for a RIF affecting ten (10) or more employees.
2. Employees who have received a RIF separation notice may receive not to exceed eight (8) hours of administrative leave in order to apply for unemployment benefits.

C. Severance Pay: The Agency will notify all employees who are separated in a RIF of their rights to receive severance pay under law and regulation. Those who are eligible to receive severance pay will get an estimate of the amount of severance pay that they will receive, and information on how these payments will be made.

D. Employment Outside the Agency:

1. Those employees who cannot be placed within the Agency will receive varying forms of assistance in finding employment outside the Agency,

whether in another Federal agency, a State or local government, or the private sector. This assistance will include, but not be limited to:

a. Resume writing;

b. Access to any inter-agency job centers;

c. Coaching in job search and interview techniques;

d. Assistance in obtaining copies of performance evaluations;

e. Excused absence to visit inter-agency job centers or attend job interviews.

2. To the extent permitted under law and regulation, the Agency will continue to extend the services of this subsection, for up to six (6) months to employees after the date of the employee's separation.

Section 16.09 – Transfer of Function

A. In accordance with 5 CFR 351.301, a transfer of function (TOF) means the work of one or more employees is moved from one competitive area to another as a transfer of function regardless of whether or not the movement is made under authority of a statute, Executive order, reorganization plan, or other authority. In a transfer of function the function must cease in the losing competitive area and continue in an identical form in the gaining competitive area (i.e., in the gaining competitive area, the function continues to be carried out by competing employees rather than by noncompeting employees).

B. When the Agency determines that a TOF is necessary, the Agency will inform the Union, in writing, as far in advance as practicable, giving the reason for the action, the approximate numbers, types, and geographic location of the positions to be affected, and the approximate date of the action. At that time, the Union may initiate bargaining in accordance with Article 39, Negotiations.

C. The Agency will identify which positions will transfer in accordance with applicable laws and regulations.

D. Employees whose positions have been designated as transferring with the function will be notified in writing. The notice will state that the employee is being offered an opportunity to transfer with his or her position to a new competitive area. The notice will further state:

1. The name and location of the new competitive area;

2. The complete address/location of the new work site;

3. The applicable salary, including locality pay, of the employee's position at the new work site;

4. A statement that the employee is free to decide whether to accept the offer of the opportunity for transfer with his or her position;

5. A statement that should the employee accept the transfer with his or her position, the Agency will pay moving expenses and pay for house hunting trips in accordance with statute and government-wide regulation;

6. A statement that if the employee chooses not to accept the transfer with his or her position, the employee may be separated from his or her current position by adverse action procedures;
7. The deadline for responding to the offer of transfer; provided that this date will be no less than fourteen (14) days from the date of the notice. An employee may request an extension not to exceed a total of thirty (30) days.

E. Before a reduction in force is made in connection with the transfer of any or all of the functions of a competitive area to another continuing competitive area, each competing employee in a position identified with the transferring function or functions shall be transferred to the continuing competitive area without any change in tenure of his or her employment.

F. If the total number of employees accepting the offer to transfer is insufficient to fill the number of positions moving to the new competitive area, the Agency may canvas qualified volunteers from the rest of the losing competitive area.

G. Following CTAP procedures, the Agency will give full consideration to filling funded vacant positions from employee(s) in the bargaining unit affected by TOF, who are both well-qualified and available to fill the position.

Section 16.10 – Additional Negotiations

Nothing in this Article will prevent the Union from initiating additional negotiations when a RIF or TOF is announced.

Article 17 – Position Descriptions and Classification

Section 17.01 – Overview

A. The Agency will follow all applicable laws, regulations, and internal policies:

1. 5 CFR 511 and 5 CFR 532
2. Office of Personnel Classifications and Job Grading Standards
3. COMDTINST M12510 (Series)

B. Nothing in this Article may be construed to limit in any way the assignment of work or permit an arbitrator in any way to make a classification determination. Pursuant to 5 USC 7103 (a)(14)(B), "any matter relating to the classification of any position" is not a condition of employment of bargaining unit employees.

Section 17.02 – Position Descriptions

A. Employees are entitled to a complete and accurate position description, which clearly and concisely states the major and grade controlling duties, responsibilities, and supervisory relationships of the position.

B. Upon request, the Union will be provided the current position description for bargaining unit positions.

C. For encumbered positions, the Union will receive copies of new or updated position descriptions that have other than *de minimis* changes. Upon receipt the Union will have a reasonable amount of time to comment on, make recommendations, and/or present evidence concerning the position description prior to implementation.

D. The phrase "other related duties as assigned" and other phrases having similar meaning as used in position descriptions, generally means duties not having a classification impact. Duties not described in the employee's job description but assigned to employees should be reasonably related to the employees' position and qualifications.

E. If employees have concerns about the accuracy of their position description, they are entitled to discuss it with their supervisor. The supervisor must ensure that the position descriptions are complete and accurately define the duties of the position. If the employee believes the position description is inaccurate, he/she may file a grievance in accordance with Article 33, Negotiated Grievance Procedure.

Section 17.03 – Classification

A. In the event that the Agency or the Office of Personnel Management (OPM) conducts a classification review of positions, the Union will be given an informational notice.

B. Upon request, the Agency will provide employees with the OPM procedures to appeal a classification decision.

C. Employees who have been downgraded as a result of a classification action and are receiving grade and pay retention shall be entitled to priority referral for noncompetitive consideration for permanent promotion prior to a vacancy being filled by competitive promotion under Article 12, Merit Promotion.

D. The Agency will notify the Union in writing when changes in position classification standards result in classification changes.

Article 18 – Performance Management

Section 18.01 – Overview

A. Applicability:

1. Federal Wage System: Federal Wage System employees are covered using Excellence, Achievement and Recognition (EARS) performance rating system. All sections of Article 18 except Section 18.03 apply.
2. General Schedule: General Schedule employees are covered using DHS Performance Management Program (PMP). All sections of Article 18 except Section 18.02 apply.

B. The Agency and the Union are committed to providing quality public service. Accomplishment of the Agency mission should be achieved in an environment that recognizes the value of its employees and the importance of teamwork.

C. The purpose of the performance appraisal system is to provide a framework to ensure honest feedback and open, two-way communications between employees and their supervisory chain throughout the rating period. The system focuses on responsibilities and contributions within the scope of the employee's job requirements in achievement of the Agency's overall service mission.

D. The performance appraisal system is a positive building block in the foundation of a relationship based on the mutual objective of accomplishing the Agency's mission in the most effective and efficient manner. The performance appraisal system will emphasize:

1. Employee development;
2. Overall employee contributions;
3. Recognition of special skills and contributions accomplished as part of or in addition to regular job duties; and
4. Individual, unit, and group achievement of the Agency's mission.

E. Employees will normally receive their performance plan within thirty (30) days of the start of the annual performance cycle. New employees will normally receive their performance plan within thirty (30) days of their onboarding date. Employees will not be rated sooner than ninety (90) days after receiving a new performance plan.

F. In accordance with applicable law and regulation, there will be no forced distribution of levels of ratings for employees covered by this Agreement. Each employee's performance will be judged solely against his/her performance objectives.

G. The employee performance management system and its application will be fair, equitable, reasonable, and commensurate with the employee's position description.

Section 18.02 – EARS Application

A. The Agency shall conduct its performance management program for FWS bargaining unit employees, currently titled Excellence, Achievement, and Recognition System (EARS) in accordance with applicable law and regulation. The policy in effect at the time of this agreement is authorized by COMDTINST M12430.6 (Series).

B. The provisions of this Section apply to all bargaining unit Federal Wage System employees in the competitive and excepted service, except employees excluded by law or by the governing COMDTINST M12430.6 (Series).

Section 18.02.01 – EARS Core Competencies

A. Core Competencies are organizational values that apply broadly to all or many jobs. Using Core Competencies helps link individual performance with organizational goals in such areas as timeliness, quality, customer service, and leadership. Each Core Competency has a generic standard that provides examples of performance at the "Meets" level. Within an employee's performance plan, the supervisor must specify at least four applicable Core Competencies. The Work Plan can be used to clarify job requirements, associated tasks, timetables, and resources. Receiving a "Fails to Meet" rating in any one Core Competency will result in an overall rating of "Fails to Meet" on the performance evaluation.

B. All Core Competencies used for performance evaluation will be related to the employee's assigned duties and shall be communicated to the employee at the beginning of the rating period or whenever Core Competencies or expectations change during the rating period.

C. To the extent feasible, Core Competencies will be consistent for standard or like bargaining unit positions assigned to a particular rating official. Variations from these Core Competencies will be based on real differences in the job.

D. To the extent feasible, Core Competencies used for performance evaluation will be related to the employee's assigned duties and shall be communicated to the employee at the beginning of the rating period.

Section 18.02.02 – EARS Workplans

All employees will have a workplan. The workplan will normally outline what duties the employee will be evaluated on during the rating period. The workplan might not list all "other duties as assigned." It should also include any collateral duties that require a substantial amount of the employee's time. Workplans are meant to be a dynamic document and may need to be amended during the rating period. Any updates to the workplan will follow Section 18.06 of this Article.

Section 18.02.03 – EARS Progress Reviews

A. During the full-year appraisal period employees will receive at least two documented progress reviews. The first one will be approximately four (4) months into the rating period and the second one will be approximately eight (8) months after the start of the rating period. If the appraisal period is for the minimum ninety (90) day period only, no progress review is required. If the

appraisal period is between ninety-one (91) and one hundred and eighty (180) days, only one (1) documented progress review is required. Progress reviews may address significant performance accomplishments and/or deficiencies that are known at the time of the review.

1. At the time of a progress review, the employee and the rater will discuss all performance including:
    a. Whether the employee's performance needs improvement and/or whether the employee's prior rating of record may be lowered; and
    b. Whether the employee's performance exceeds expectations.

Section 18.03 – Department of Homeland Security Performance Management Program (DHS PMP)

Section 18.03.01 - PMP Core Competencies

There are five pre-established critical core competencies for non-supervisors that rating officials will use in appraising performance. Demonstration of these critical core competencies and their associated performance standards account for 40 percent of the annual Rating of Record. The preestablished, Department-wide performance standards for core competencies are based on type and level of work at the "Achieved Expectations" and "Achieved Excellence" level for each competency. Supervisors will use these standards when evaluating performance on these competencies. Unlike performance goals, core competencies are all equally weighted. Receiving an "Unacceptable" rating in any one Core Competency or Performance Goal will result in an overall rating of "Unacceptable" on the performance evaluation.

Section 18.03.02 - PMP Performance Goals

A. Supervisor will develop, in collaboration with employees, specific performance goals and associated performance standards for the "Achieved Expectations" and "Achieved Excellence" levels of performance. Performance goals account for 60 percent of an annual rating.
    1. Within a functional grouping (e.g. office, division, branch – whichever is lowest), supervisors will avoid a disparate assignment of goals amongst like positions.
    2. Before becoming final, reviewing officials will review and approve all performance plans to ensure consistency with plans established for similar positions within their jurisdiction and conformity with organizational goals.
B. While rating officials must involve employees in the development of their performance goals, rating officials retain sole discretion to determine goals. Each individual employee performance goal must align with supervisor and/or organizational goals and mission accomplishment.
C. Nothing in this Agreement abrogates management's right to assign work.

Section 18.03.03 - PMP Progress Reviews

One mid-year performance review will be conducted and documented with signatures in ePerformance. More frequent performance reviews can be conducted, if requested by either supervisors or employees.

Section 18.04 – Measurement Criteria

A. To the maximum extent feasible, performance measurement criteria will be based on objective, reasonable, and measurable criteria, and provide a clear means of assessing whether objectives have been met.

B. When a percentage error rate is used, or quality is expressed in a standard in terms of a number of allowable errors, the Agency will explain at the time the performance plan is presented examples of what will constitute an error and how the error rate is measured.

Section 18.05 – Non-Grievability of Core Competencies/Performance Objectives/Performance Goals/Performance Standards

Nothing in this article shall be construed to permit the grievability or arbitrability of a Core Competency, performance objective, Performance Goal, or Performance Standard.

Section 18.06 – Communications

A. At the beginning of every rating period, upon entering on duty, or whenever changes are made, employees will meet with their rating official regarding their job functions and responsibilities. During this meeting the rating official and the employee will have an oral discussion to explain, clarify, and communicate the employee's job responsibilities. This is to ensure that there is a clear and common understanding of the duties and responsibilities. Typically, this discussion and the changes will be documented in some manner. Any suggestions that the employee makes will be seriously considered. All suggestions will require a response, but only suggestions made in writing will require a written response. All written responses are due within ten (10) days of receipt.

B. Upon request, the Agency will explain at the time the Performance Plan is presented, examples of what performance may constitute a rating of "Exceeds" (EARS).

C. Subsequent discussions between the employee and the rating official, at the request of either party, may be held throughout the rating period to address changes to the performance plan or work situation such as, but not limited to:

1. Change in the Agency's goals or objectives;
2. Change in work assignments;
3. Change in the work processes or procedures;
4. To discuss the status of the employee's progress; or
5. When an employee returns from an extended absence of ninety (90) days or more.

D. Discussions should be candid, forthright dialogues between the rating official and the employee aimed at improving the work process or product and developing the employee. These discussions provide the opportunity to assess progress and accomplishments, as well as identify and resolve any problems with the employee's work.

E. Discussions provide the employee an opportunity to seek further guidance and understanding of their work performance, or request job related training.

Section 18.07 – Annual Rating of Record

A. All employees will receive an annual rating of record. The performance rating will be issued in writing to the employee within thirty (30) days of the end of the rating period.

B. The appraisal period may be extended beyond the formally established appraisal cycle when warranted by special circumstances including but not limited to:

1. The employee has not met the 90-day minimum rating period at the end of the formal appraisal cycle.
2. The rating official has not supervised the employee for a period of time that gives the official sufficient familiarity with the employee's performance to prepare a rating.
3. To give an employee whose performance has been found to be Unacceptable an opportunity to demonstrate acceptable performance.

C. When assessing the employee's performance, the Agency will give appropriate consideration to factors which affect performance that are beyond the control of the employee. Employees are encouraged to identify such factors as part of their written "Employee Comments" (EARS) or "Employee Final Rating Input" (DHS PMP) during the final evaluation and progress review periods.

D. Under DHS PMP, employees will have an opportunity to make comments on the final performance rating as follows: 1) prior to the final rating, the employee may provide performance input in ePerformance; and 2) when the final rating is issued to the employee, the employee may enter comments when they acknowledge receipt.

E. Supervisors shall refrain from viewing their employees' previous performance plans for the purpose of rating performance. Supervisors can access previous years' performance plans in accordance with Policy, this Agreement, and/or for business-based reasons.

Section 18.08 Rating of Record Disputes

A. Employees are encouraged to informally resolve concerns over their ratings of record with their rating and reviewing officials. If the concerns remain unresolved, employees may pursue them through applicable dispute resolution processes including:

1. Grieve the rating of record in accordance with Article 33 of this Agreement; or

2. Use the EEO complaint process in 29 CFR 1614, the U.S. Coast Guard Civil Rights Manual, and Article 31 of this Agreement if they believe the performance rating of record is based on unlawful discrimination and/or harassment.

B. Attempts to informally resolve concerns do not extend timelines to file the appropriate grievance or complaint, unless an extension is requested and granted.

Section 18.09 – Uses of the Performance Rating

A. Performance ratings given to employees under these performance appraisal systems are used for a number of purposes, including but not limited to:

1. Within-Grade Increases (WGI's). An employee who has attained a rating of at least "Meets" (EARS) or "Achieved Expectations (DHS PMP) has achieved an "acceptable level of competence" and will be entitled to appropriate within-grade increases upon meeting eligibility requirements.

2. Quality Step Increases under 5 CFR 531, Subpart E, "Quality Step Increases." To be eligible for a quality step increase, a GS employee's most recent rating of record must be "Achieved Excellence" (PMP).

3. The rating of record will be used in consideration for appropriate awards, promotions, probationary and trial period assessments, and other personnel actions.

4. Ratings of record will be considered in making determinations regarding reductions-in-force (RIF) within the Agency.

Section 18.10 – Performance Improvement Period/Performance Demonstration Period

A. The purpose of the Performance Improvement Period (PIP)/Performance Demonstration Period (PDP) is to provide an employee an opportunity to demonstrate acceptable performance prior to taking adverse action for unacceptable performance.

B. PIP/PDPs will be executed in accordance with COMDTINST 12750.4 (Series). Where the instruction conflicts with this Agreement, the Agreement governs.

C. It is the responsibility of the Agency to monitor employee performance throughout the rating period. If at any time during the rating period it is determined that an employee is performing at a "Fails to Meet" (EARS) level in one or more Core Competencies, or "Unacceptable" (DHS PMP) in one or more Competency or Performance Goal, the rating official, or designee, will develop a written PIP/PDP and issue it to the employee.

D. The PIP/PDP will provide notice to the employee of the right under this Agreement to request a meeting with the rating official and a Union Representative to discuss the PIP/PDP. The representative's role will include asking clarifying questions, advising the employee, and ensuring that the employee understands the PIP/PDP. The representative may also request modification or revocation of the PIP/PDP during the meeting, but the meeting is

not intended to negotiate the PIP/PDP. If the meeting is requested, it will normally be held within five (5) days.

E. The PIP/PDP will identify one or more Core Competencies for which performance is at a "Fails to Meet" level (EARS) or one or more Competency or Performance Goal for which performance is at an "Unacceptable" level (DHS PMP), and inform the employee of the performance requirement(s) that must be attained in order to demonstrate "Meets"/"Achieved Expectations" or acceptable performance. It will state which assigned tasks demonstrated the unacceptable performance and how they relate to an identified Core Competency (EARS) or Competency/Performance Goal (DHS PMP). The plan will state that unless performance in each identified Core Competency/Competency/Performance Goal improves to a "Meets"/"Achieved Expectations" level by the end of the duration of the PIP/PDP, the employee may be reassigned, reduced in grade, or removed from their position and from Federal service. At any time during the performance improvement period the supervisor may conclude that the employee's performance has improved and the PIP/PDP may be terminated.

F. The PIP/PDP will afford the employee a reasonable opportunity of at least sixty (60) days to resolve identified performance deficiencies.

G. The PIP/PDP will be tailored to the specific needs of the employee and may include formal training, on-the-job training, counseling, assignment of a journeyman mentor, or other assistance as appropriate.

H. The PIP/PDP will state who will be available to guide, coach, and otherwise assist the employee in reaching "Meets"/"Achieved Expectations" performance, what specific assistance will be provided and when.

I. Employees may request additional, reasonable assistance that relates specifically to the identified performance deficiencies. Such assistance should be identified by the employee at the onset of the performance improvement period to ensure sufficient time for approval and implementation. The Agency will make a timely response to any such employee request.

J. The Employee will be informed in writing that personnel-related actions (e.g., WGIs, awards) may be withheld while this level of performance continues.

K. If the employee achieves the "Meets" level on all identified Core Competencies, or "Achieved Expectations" on all identified Competencies or Performance Goals during the PIP/PDP, the employee will be advised in writing that he/she must maintain this level of performance on the identified core competencies/goals for one (1) year beginning with the date of the PIP/PDP or adverse action can be initiated without benefit of another PIP/PDP.

Section 18.11 – Action Based on Unacceptable Performance

A. If remedial action fails and the employee's performance is determined to be at a "Fails to Meet" or "Unacceptable" level in one or more identified Core Competencies/Competencies/Performance Goals, the employee shall be notified in writing of the Agency's proposal to reduce the employee in grade or remove

him/her from Federal service in accordance with COMDTINST 12750.4 (Series) Where the instruction conflicts with this Agreement, the Agreement governs.

B. When the employee is capable of performing another position of the same grade, the Agency has the option of reassigning the employee to such a position if vacant and available.

C. An employee who is reassigned or demoted to a position at a lower grade based on unacceptable performance will receive a new performance plan, in accordance with this Article.

D. An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

1. A thirty (30) day advance written notice of the proposed action, which identifies the specific basis for the proposed action including specific instances of unacceptable performance.
2. A representative. The employee must inform the deciding official, in writing, of the representative's name.
3. A reasonable time, not to exceed twenty (20) days, to answer orally and in writing, and to provide witnesses and work product or other evidence to challenge the proposed action.

E. A decision whether to retain, reduce in grade, or remove an employee shall normally be made within thirty (30) days after the expiration of the advance notice period. The employee will be given this decision in writing. Unless the action is proposed by the Head of the Agency, the deciding official will be at a higher management level than the proposing official. The written decision notice will:

1. Specify the instances of unacceptable performance by the employee on which the action is based;
2. Specify the action to be taken, the effective date, and the employee's applicable appeal rights.

F. The employee may appeal an adverse action based on performance to the Merit Systems Protection Board in accordance with applicable law or file a grievance in accordance with Article 33, Negotiated Grievance Procedure. The grievance will be initiated at the last step (i.e. step 2) of the grievance procedure and must be filed within twenty (20) days of the decision or the date the employee reasonably became aware of decision.

Section 18.12 – Corrective Action

Nothing in this Article should be interpreted as preventing the Agency from taking corrective action for negligent or deficient work under the provisions of 5 USC 75.

Article 19 – Awards

Section 19.01 – Incentive Awards

A. The Awards Program is intended to motivate and reward employees to continually strive for excellence. The use of both monetary and non-monetary awards has a significant effect on employee morale, motivation and performance. In this regard the Union and the Agency will continue to examine opportunities for improving the Awards Program for civilians.

B. Awards granted by the Agency to individuals or groups will be based on merit, within applicable budget limitations. Awards will be granted in a fair, consistent, and objective manner without discrimination.

C. The parties recognize that the union can request information related to award programs for unit employees without the obligation to demonstrate a particularized need. The union's right to information under this section is no greater than that under 5 USC 7114 (b).

D. Should the Agency determine, at any time during the life of this Agreement, the need to modify its awards program, it shall notify the union and negotiate in accordance with Article 39 - Negotiations.

Section 19.02 – Performance Awards

Performance Awards are cash awards based upon performance as reflected in the employee's most recent rating of record. Performance Awards are in recognition of sustained superior performance or in recognition of continued exceptional service.

Section 19.03 – Quality Step Increases (QSI)

A. A QSI is an award used to provide appropriate incentives and recognition for excellence in performance by granting faster than normal step increases to General Schedule (GS) employees who demonstrate sustained performance of a high quality. A QSI award provides an increase in an employee's rate of basic pay from one step of the grade of his/her position to the next higher step of that grade.

B. QSI's are most commonly awarded during the performance award process tied to the annual rating cycle; however, they are not required to be tied to the annual rating cycle. If awarded outside the performance awards process, QSIs require a written justification supporting the award.

C. General Schedule employees at the top step of their grade and Federal Wage System employees are not eligible to receive a QSI.

Section 19.04 – Monetary Awards

A. A Special Act or Service Award is usually a lump-sum cash award that recognizes when an employee or group of employees contribute substantially beyond expectations on a specific assignment or job requirement. Group Special Act Awards will be distributed to the group.

B. An On-the-Spot Award is a Special Act Award designed to recognize an extra work effort that contributes an immediate benefit to the work area. Such efforts are typically non-recurring in nature.

Section 19.05 – Time-Off Awards

A. A Time-Off Award (TOA) is an award granted to an individual or group that allows time off without charge to leave or loss of pay. This award is principally used to recognize contributions to the quality, efficiency or economy of operations, e.g., work on a difficult or important project, initiative in meeting a deadline, creativity in improving service. Such contributions are typically of a one-time, non-recurring nature.

B. TOA's can also be used to recognize sustained high-level performance and may be elected by the employee in-lieu-of a monetary performance award for certain eligible rating levels.

C. During any single leave year, full-time employees may be granted a time off award in amounts up to a maximum of forty (40) hours of time off from duty as an incentive award for any single contribution. The total amount of time off a full-time employee may be granted during any one leave year is eighty (80) hours. A part-time employee with an uncommon tour of duty will have the average number of hours of work in the employee's biweekly scheduled tour of duty used to establish the leave year maximum limitations with one-half this determined amount identified as the limit for any single contribution. The provisions of this section will be adjusted to account for firefighter hours.

D. The minimum amount of time off for any one TOA shall be one (1) hour.

E. A TOA must be scheduled and used within one (1) year from the date the award is granted, or it will be forfeited. TOAs should be scheduled so as not to conflict with the use of "use or lose" annual leave. Because, under certain circumstances, some unused annual leave may be carried over to the next leave year but TOAs must be used by a date certain, employees should use a TOA before using annual leave. When physical incapacitation for duty occurs during a period of time when an employee is using his/her TOA, sick leave may be granted for the period of incapacitation and the TOA scheduled for use at a later time.

F. A TOA cannot be converted to a cash payment under any circumstances.

Article 20 – Within-Grade Increases

Section 20.01 – General

Each Within Grade Increase (WGI) must be based on a current rating of record. Individuals without a current rating of record shall be treated in accordance with Section 20.04 below.

Section 20.02 – Advancement to the Next Step

A. An employee paid below the top step of his or her grade shall earn advancement in pay to that grade's next higher step on meeting these three requirements established by law:

1. The employee must perform at an acceptable level of competence, i.e., his or her most recent rating of record must at least "Meets" (EARS) or "Achieved Expectations (DHS PMP).
    a. If the decision to grant or deny a WGI is inconsistent with the employee's most recent rating of record, the rating official must prepare a new rating of record.
    b. The rating of record used to determine acceptable level of competence for a WGI must not have been assigned before the most recently completed appraisal period.
2. The employee must have completed the required waiting period for advancement to the next higher step of his or her grade.
3. The employee must not have received an equivalent increase during the waiting period.

Section 20.03 – Effective Date

Normally a WGI will be effective on the first day of the first pay period following completion of the required waiting period and in compliance with the conditions of eligibility. When an acceptable level of competence is achieved at some time after a negative determination, the effective date is the first day of the first pay period after the acceptable determination is made.

Section 20.04 – Acceptable Level of Competence

A. Approval of a final rating of record constitutes making a determination of whether the employee is or is not performing at an acceptable level of competence. If the employee does not have a current rating of record, or the current rating of record does not accurately reflect whether or not the employee is performing at an acceptable level of competence, a new rating of record is prepared.

B. A rating is normally delayed if either:

1. An employee has not had at least ninety (90) days to demonstrate acceptable performance because he or she has not been informed of the specific requirements for performance at an acceptable level of competence in his or her current position, and has not been given a

performance rating in any position within ninety (90) days before the waiting period ends; or

2. Due to unacceptable performance, an employee is reduced in grade to a position where he or she is eligible for a WGI or will become eligible within ninety (90) days.

Section 20.05 –Acceptable Level of Competence Determination for General Schedule

A. If a General Schedule (GS) employee's work is not at an acceptable level of competence, the employee shall be notified in writing as soon as possible that any pending WGI will be withheld. This notice will include the following:

1. The basis for the negative determination and the specific performance improvements required for the employee to earn a WGI;

2. A statement of the employee's right to secure reconsideration of the negative determination by filing a written request within fifteen (15) working days after receiving the notice of the negative determination. The employee's request must set forth the reasons why the determination should be reconsidered;

3. The name and title of the reconsideration official to whom the employee may submit the reconsideration request. Normally this will be the next supervisor in the administrative chain of command over the employee, usually the third-level supervisor who was not involved in making the negative determination.

4. Additionally, GS employees are also entitled to the following:

a. A representative;

b. A reasonable amount of time, up to eight (8) duty hours at the work site, to prepare the response to a negative determination;

c. A prompt, written notice of the reconsideration decision, including the reasons for it, given to the employee through supervisory channels within thirty (30) working days after the reconsideration deciding official received the request for reconsideration;

d. The right to appeal the negative decision, when appropriate, to the Merit Systems Protection Board (MSPB) or to file a negotiated grievance in accordance with Article 33 - Negotiated Grievance Procedure. An employee may only elect one avenue of redress, either MSPB appeal or negotiated grievance, but not both.

Section 20.06 – Acceptable Level of Competence Determination for Federal Wage System

A. If a Federal Wage System (FWS) employee's work is not at an acceptable level of competence, the employee shall be notified in writing as soon as possible that any pending WGI will be withheld. This notice will include the following:

1. The basis for the negative determination and the specific performance improvements required for the employee to earn a WGI; and
2. A statement that FWS employees may file a negotiated grievance over the negative determination, in accordance with Article 33 - Negotiated Grievance Procedure.

Section 20.07 – Intentions

Denial of a WGI is not intended to be used as a punitive measure or in lieu of appropriate disciplinary action for acts of misconduct. A notice of proposed adverse action that is not based on performance deficiencies is not a bar against a favorable determination of acceptable level of competence for purposes of a WGI.

Section 20.08 – Continuing Evaluation

In accordance with 5 CFR 531.411 titled, "Continuing evaluation after withholding a within - grade increase": "When a within-grade increase has been withheld, an agency may, at any time thereafter, prepare a new rating of record for the employee and grant the within-grade increase when it determines that he or she has demonstrated sustained performance at an acceptable level of competence. However, the agency shall determine whether the employee's performance is at an acceptable level of competence after no more than fifty-two (52) calendar weeks following the original eligibility date for the within-grade increase and, for as long as the within-grade increase continues to be denied, determinations will be made after no longer than each fifty-two (52) calendar weeks.

Article 21 – Training and Career Development

Section 21.01 – Overview

A. The Agency will follow all applicable laws, regulations, and internal policies, including COMDTINST 5357.1(Series)

B. The Agency and the Union agree that the training and development of employees is of critical importance in carrying out the mission of the Agency. In recognition of this, the Agency will provide training and career development opportunities to employees of the bargaining unit. The Agency is responsible for ensuring that all employees receive the training necessary for the performance of their assigned duties. Employee training and development will be administered in accordance with all applicable laws, regulations, and the provisions of this Agreement.

C. Either employees or supervisors may initiate discussion of individual training needs. Such discussion may or may not be linked to an Individual Development Plan (IDP).

D. Approval of all training covered in this article is subject to funding availability.

Section 21.02 – Training Costs

A. The Agency will pay all expenses, including tuition, fees, and travel, in connection with training required by the Agency to perform the duties of an employee's current position or a position to which an employee has been assigned.

B. The Agency may also pay reasonable expenses for approved work-related training that will:

1. Improve an employee's ability to perform his/her current job or a job the employee has been selected to fill through merit promotion.
2. Increase an employee's knowledge or skills in connection with career growth or advancement opportunities.

C. If attendance is approved, the Agency will pay employees' expenses for attending conferences and meetings authorized by 5 USC Section 4110 when the criteria of 5 CFR 410.404 are met.

D. To the extent the Agency has established or establishes in the future a condition of employment that employees must be members of particular professional societies or organizations, the Agency will reimburse employees for their dues, subject to the availability of funds and as authorized by applicable laws and regulations.

Section 21.03 – Fairness

The nomination and/or selection of employees to participate in training and career development programs and courses shall be determined on the basis of merit and be consistent with other applicable laws, regulations, and the terms of this Agreement. Nomination and selection for training and career development programs and courses will be made in a fair and equitable manner. If a decision is required to approve and/or disapprove attendance at training among similarly situated employees and all

considerations are equal, seniority based on Retirement Service Computation Date (SCD) will be used to resolve who will attend.

Section 21.04 – Scheduling Training

A. When training required by the Agency is conducted during an employee's regularly scheduled work hours, he/she will attend on duty time.

B. When training is approved consistent with this Article, the Agency will accommodate the employee's training schedule, in accordance with Article 6 - Hours of Work.

C. The Agency will make a good-faith effort to accommodate an employee's outside training or educational program schedule. In this regard, employees may be permitted to adjust their work schedule, including requesting leave without pay, for training when the primary objective is to improve the employee's general skills, knowledge, and abilities, or career growth.

Section 21.05 – Training Information

A. The Agency shall inform employees about Agency training opportunities. Upon request, the Agency will advise individual employees of training opportunities that meet identified educational or career objectives. The Agency will advise individual employees, upon request, of currently available government-sponsored training courses so as to provide the employee the opportunity to express timely interest.

B. The Agency will maintain up-to-date information about training courses, programs, and seminars conducted or sponsored by the Agency or available from some other source.

C. Employees are encouraged to keep their resume up to date with all of the training and associated information.

Section 21.06 – Notification

The Agency will make every reasonable effort to apprise employees of the status of training nominations and attendance so the employee may make necessary plans to attend. If a training request is disapproved, the employee can request the reason for the disapproval be provided to them in writing. Should an employee's request for training be disapproved solely for lack of funds, the employee may be re-nominated for training, as funds become available.

Section 21.07 – Continuing Education

A. The Agency shall fund mandatory training required to maintain certification and/or licensure required by the employee's current position. Mandatory training to obtain certification or licensure established after the employee is assigned to a position will be funded.

B. Employees will be granted up to sixteen (16) hours of duty time in any one calendar year to maintain such certification or licensure.

Section 21.08 – Career Development

A. An IDP is a flexible document jointly and voluntarily developed between a supervisor or other Agency-designated management official and an employee to be used as a roadmap for the employee's professional and career development. The primary emphasis of the plan will be, first to address the competencies (or knowledge, skills, and abilities) needed by the employee in his/her current position; second, to prepare employees for new career opportunities; and third, to address the competencies needed for advancement beyond his/her current journey level. Each plan shall establish a series of milestones and shall state the responsibilities of each party to realize such milestones.

B. Individual Development Plans

1. Each employee will be entitled to establish an IDP.
2. Employees are encouraged to use (Individual Development Plan (IDP) Users Guide for Civilians/Officers/Auxiliarists" (Enclosure Three to COMDTINST 5357.1 (Series)) which explains the use and purpose of these plans.
3. The Agency shall provide employees, on an annual basis, the opportunity to prepare an annual IDP, normally in the first quarter of the performance year. Upon request, the supervisor or other Agency-designated official will assist the employee in the preparation of the IDP and will review it with the employee to ensure that the plan conforms to organizational and individual career needs. Employees may seek assistance from education services officers and unit training officers, as well as the Coast Guard Institute and any other resource that may provide advice and assistance in the preparation of the plan.
4. While IDPs may be an integral component in assisting employees in developing skills and improving performance, IDPs are not mandatory for civilian employees. Failing to complete an IDP is not a factor in a performance plan.
5. IDP information will be available to employees on an agency website.

Article 22 – Official Travel

Section 22.01 – General

A. The nature of the mission of the Agency is such that it might be necessary for bargaining unit employees to travel officially on behalf of the government. Nothing in this article may be construed to limit the agency's right to assign work.

B. Changes to the Federal Travel Regulations that impact bargaining unit employee conditions of employment are subject to appropriate collective bargaining between the Agency and the Union. Toward this end, the Agency shall give the Union notice of any proposed change to the regulations in accordance with Article 39 - Negotiations.

C. When employees travel on official business requiring written orders/authorization, i.e., travel for more than twelve (12) hours, orders/authorization will be prepared and allowances authorized consistent with the applicable law, rule, regulation, and the terms of this Agreement.

D. Employees will normally be notified of travel requirements sufficiently in advance to permit the employee to complete all travel arrangements and authorizations prior to the travel, including lodging arrangements, obtaining transportation requests or tickets, and advance funds, if desired.

E. When employees travel locally and written orders are not required, such travel will be paid consistent with applicable law, rule, regulation, and the terms of this Agreement. Employees performing local travel without written orders will ensure prior authorization for such travel from their supervisory chain.

F. Time spent in a travel status will be compensated in accordance with all applicable law, rule, regulation, and this Agreement.

Section 22.02 – Government Travel Charge Cards

A. Bargaining Unit Employees who anticipate traveling less than five (5) times a year shall not be required to have a Government Travel Charge Card. In situations in which an employee has not been issued a travel card, the Agency may authorize one or a combination of the following methods of payment, in accordance with the law:

1. Personal funds, including cash or personal charge card;
2. Travel advances; or
3. Appropriate agency travel order number.

B. Bargaining unit employees shall not be required to do the following in order to perform their jobs:

1. Have unreasonable cost burdens imposed on him/her;
2. Have their personal credit rating compromised and/or adversely affected unless the employee becomes delinquent on his/her account; or
3. Waive their constitutional rights and other rights, which include but are not limited to the Privacy Act, laws, and federal statutes.

C. The Agency shall take reasonable steps to assure that employees are protected from adverse impact caused by their use of the Government Travel Charge Card for official travel purposes, consistent with applicable regulations and the terms of this Agreement.

D. When an employee cannot obtain a Government Travel Charge Card because of lack of credit history or because he/she is found to have unsatisfactory credit history, the employee's travel will be paid though suitable alternate methods available to the Agency.

Section 22.03 – Scheduling Travel

A. To the maximum extent practicable, the Employer will schedule and arrange for the travel of bargaining unit employees to occur during normal working hours within the employee's regularly scheduled work hours.

B. If circumstances require the employee's presence on Monday, too early to permit travel that day, the employee may perform the travel on the preceding day (Sunday), leaving home or post-of-duty at a reasonable time. If the employee prefers, travel may be permitted during duty hours on the preceding Friday. In this event, subsistence reimbursement may be allowed to start with the departure time but will be limited to that which would have been payable if the departure was made on Sunday.

C. When travel results from an event that cannot be scheduled or controlled administratively, such travel may be considered hours of employment for pay purposes pursuant to appropriate provisions of Article 7 - Overtime and Standby Duty and statute. Disputes arising under this subsection may be adjusted through the use of the grievance/arbitration procedures under Article 33 - Negotiated Grievance Procedure and Article 34 - Arbitration.

D. If the travel is expected to require employees to be absent from their posts of duty for three (3) or more consecutive months, employees will be given at least thirty (30) days notification of their date of departure when practicable. The parties recognized that emergency circumstances may limit the amount of notice time that can be provided.

E. When an employee is assigned to training or duty away from their regular assigned post of duty, and voluntarily returns home during non-workdays during a temporary duty assignment, the maximum reimbursement for round trip transportation and per diem or actual expense is limited to what the employee would have been allowed had they remained at the temporary duty location.

F. Employees are required to input travel authorizations/requests in ETS, or any subsequent travel system.

Section 22.04 – Per Diem Allowances

A. The per diem allowance (also referred to as subsistence allowance) is a daily payment instead of reimbursement for actual expenses for lodging, meals, and related incidental expenses. The per diem allowance is separate from certain transportation expenses and miscellaneous expenses. The per diem allowance

covers all charges, including service charges where applicable, for lodging, meals, and incidental expenses as allowed by applicable law, rule, regulation, and the terms of this Agreement. Lodging taxes are considered a miscellaneous expense and not part of the per diem rate.

B. Per diem rates will be established according to applicable law, rule, regulation and the terms of this Agreement.

C. In instances where an employee is in a travel status and the employee's actual and necessary subsistence expenses are in excess of the established per-diem allowances for one (1) or more days, the employee may be authorized actual expenses under the provisions of the applicable regulations. Authorization for actual expenses should normally be requested and approved in advance.

Section 22.05 – Advances

A. Subject to approval, employees will be advanced travel funds in amounts consistent with applicable law, rule, regulation and this Agreement. An employee traveling on official business may request an appropriate advance to cover per diem, lodging costs, or actual subsistence expenses, mileage for use of a privately owned vehicle, and other appropriate costs incidental to official travel not directly billed to the Agency or charged to a government travel charge card.

B. Travel advances will be made available prior to the date of departure to those employees who make timely application.

C. Employees with unused advance funds at the conclusion of travel will remit such funds at the time the voucher is filed. Normally vouchers are filed within three (3) workdays after travel is complete but must be filed within five (5) workdays after completion of travel. Exceptions may be made on a case-by-case basis.

D. Employees will be given ample written warning prior to the Agency levying any interest, penalty, or other financial charges because of delinquent repayment of unused travel advances. Such warning will be sufficiently in advance to give employees a fair opportunity to avoid the assessment of penalties, interest, or other charges. Employees will also be told of the amount of interest that would be charged, the method of accrual, the interest rate, the way(s) in which any delinquencies could be involuntarily collected, and how they might challenge assessment decisions made by the Agency.

Section 22.06 – Temporary Lodging

A. Employees on temporary duty assignments will not be required to live in government housing. Those choosing to make their own housing arrangements may be reimbursed at a reduced per diem rate in accordance with the Federal Travel Regulation.

B. Bargaining unit employees traveling on directed and required official business for any purpose will not be required to share a room except in extreme situations where accommodations are not available due to events outside of the control of the Agency, such as hurricane response support and major oil spills in remote locations. In these extreme situations where insufficient private accommodations

are not available for bargaining unit employees, the Agency shall first seek volunteers from the bargaining unit employees to share a room. If insufficient bargaining unit volunteers are obtained, the most senior bargaining unit employee(s) by Retirement Service Computation Date (SCD) will be assigned the private accommodations.

Section 22.07 – Promotional Items

Employees may keep promotional benefits and materials received from a travel service provider for personal use, if the items are obtained under the same conditions as those offered to the general public and at no additional cost to the Agency in accordance with applicable law, rule, regulation, and the provisions of this Agreement. Examples would be frequent traveler benefits, upgrades, or access to carrier clubs and facilities. Promotional benefits and materials received by an employee as a result of serving as a conference planner or planner for other group travel may not be retained for personal use.

Section 22.08 – Reimbursements

A. When feasible, employees will submit claims for reimbursements on the forms prescribed by the electronic travel system. Employees will be provided access to a detailed tutorial and the employee may request additional assistance.

B. Employees not having electronic accessibility may submit written claims for reimbursement on the forms prescribed by the applicable regulations.

C. Consistent with law and regulation, employees will be reimbursed all undisputed portions of their reimbursement claims within thirty (30) days after their submissions to the Agency of a properly executed claim (voucher).

D. When a submitted travel voucher is processed by the Pay and Personnel Center (PPC), the voucher will include a summary that contains the entitlement break down and prior payments including advances, prior settlements, and debts. The summary will contain a remarks section that will provide comments as to why any claimed items were not reimbursed as well as an explanation on how or what to provide in order to be reimbursed for authorized expenses. If a voucher, or any portion of a voucher, is not reimbursed, the claimant can contact PPC Customer Care. If there is no resolution of the matter or there are continued policy questions, the matter is referred to the Travel Support Team (TST) of PPC for resolution or forwarding to CG-1 for a policy decision. If the voucher, or any portion of the voucher, continues to be denied, the matter may be submitted pursuant to 48 CFR 6104 or through the grievance/arbitration procedures of Article 33 - Negotiated Grievance Procedure, as appropriate.

E. The Agency's payment of late fees in connection with proper travel claims will be calculated and paid in accordance with the Federal Travel Regulations.

Section 22.09 – Accommodating Special Needs

A. Consistent with its obligations under applicable laws, rules, regulations, and the provisions of this Agreement, the Agency shall provide reasonable accommodations to employees with special needs by paying for additional travel

expenses. Depending on the circumstances, these additional expenses may include, but not be limited to:

1. Transportation and per diem expenses incurred by a family member or other attendant who must travel with the employee to make the trip possible;
2. Specialized transportation to, from, and/or at temporary duty locations;
3. Specialized services provided by a common carrier to accommodate employees' special needs;
4. Costs for handling baggage that is a direct result of employees' special needs;
5. Renting and/or transporting a wheelchair;
6. Other than coach class accommodations when necessary to accommodate employees' special needs; and
7. Services of an attendant, when necessary, to accommodate employees' special needs.

Section 22.10 – Privately Owned Vehicles (POVs)

A. Ownership or use of a privately owned vehicle is not a condition of employment. Their use by employees for official government business is entirely and strictly voluntary. Employees' use or non-use of their POVs is a non-merit factor; therefore, it is an improper consideration regarding an employee's performance appraisal.

B. If an employee is either unable or unwilling to use their POV for official government travel, it is the Agency's responsibility to provide transportation.

C. When an employee volunteers the use of their POV and that use is authorized by the Agency, the-maximum mileage allowance and related expenses will be paid as allowed by applicable law, rule, regulation, and the provisions of this Agreement will also be authorized. The parties recognized that the Federal Travel Regulations require official travel to be conducted using the most advantageous method of transportation to the government.

D. Mileage calculations when an employee uses their POV for official government travel will be reimbursed in accordance with the Federal Travel Regulations.

E. The local area is defined as a mileage radius of fifty (50) miles with the Permanent Duty Station at the center. This local area definition applies only to this Article relating to mileage reimbursement. It is not to be confused with established competitive areas for RIF or commuting areas for recruitment and staffing purposes.

F. When commuting to or from an alternative duty point(s) within the local area, employees will be reimbursed for the total miles traveled less their normal commuting mileage.

G. An employee authorized to use their POV will not be required to carry a passenger(s). If an employee voluntarily accepts an employee(s) as a passenger(s) on official business, any claim against the owner of the POV by the passenger(s) for damages will be settled under applicable law or regulation.

H. The Agency may grant limited administrative leave to an employee in connection with necessary emergency repairs as verified by the Agency to a privately owned vehicle when the emergency arises while the employee is in official travel status. In such situations, the employee will, as soon as practicable (within an hour, if possible), provide the supervisor with an estimate of the situation and obtain appropriate instructions. Limited administrative leave may be granted by the Agency upon presentation by the employee of a reasonable, acceptable explanation or documentation relating to the emergency. Employees are required to report periods of leave on their travel authorization and/or voucher, as appropriate.

Article 23 – Clothing and Uniforms

Section 23.01 – General

This article applies to bargaining unit employees other than firefighters who are required to wear specific clothing items to perform their duties.

Section 23.02 – Uniforms

If an employee is required to wear a uniform, the Agency shall comply with the requirements of 5 CFR 591.103. 5 CFR 591.102 states "uniform means a specified article or articles of clothing that may include, but is not limited to, such items as shoes, boots, hats, shirts, slacks, skirts, or outerwear an employee is required by an agency to wear to provide a distinctive and easily identifiable appearance in performing his or her job." A "uniform" does not include protective equipment required for the employee's safety under 5 USC 7903 or normal business or work attire purchased at the discretion of the employee."

Section 23.03 – Clothing Other Than Uniforms

A. When the Agency requires employees to wear specific clothing other than a uniform for the performance of official duties, the agency shall:

1. Provide a reasonable number of each item (e.g., shirts) to permit employees to regularly launder the item;
2. Replace items as needed due to job-related damage or wear;
3. Ensure that items provided are suitable for the climate and general conditions of the work area; and,
4. Before making any changes to the clothing addressed in this section, the Agency will meet with the Union representative and give serious good faith consideration of the representative's views and opinions.

Section 23.04 – Religious Accommodations

The Agency agrees to process all employee requests for a change or addition to any Uniform or Clothing Requirement due to an employee's religious belief, in accordance with Article 31–Equal Employment Opportunity, Section 31.19 - Religious Accommodation

Section 23.05 – Personal Protective Equipment

Required personal protective equipment shall be provided in accordance with Article 26 - Safety and Health.

Article 24 – Retirement, Resignation, and Separation

Section 24.01 – General

An employee's decision to resign or retire, if eligible, shall be made freely and in accordance with prevailing regulations.

Section 24.02 – Employees Facing Termination

If an employee is facing termination, the employee may resign, retire, if eligible, freely and in accordance with prevailing regulations any time prior to the effective date. The employee may withdraw his/her resignation prior to the effective date, as long as the position is uncommitted or unencumbered.

Section 24.03 – Information

The Agency will provide employees with information regarding the Federal retirement program. This information shall include information, materials, and sources such as the Office of Personnel Management website and retirement counseling. One-on-one retirement counseling is available to employees who are within five (5) years of optional retirement eligibility. Funds permitting, a pre-retirement training seminar will be made available to employees in the bargaining unit who are within five (5) years of optional retirement eligibility.

Section 24.04 – Separation

A. Employees who separate voluntarily or involuntarily (except by retirement) will be informed by the Agency of the following if eligible and applicable:

   A. Their right to file for disability retirement if they have at least five (5) years of civilian service that is credible under the Civil Service Retirement System (CSRS) or meet eligibility under the Federal Employees' Retirement System (FERS).

   B. The possibility of applying for a discontinued service retirement, if applicable; and

   C. Their eligibility for deferred annuity under the CSRS or FERS. Eligibility criteria will be attached to the letter.

Section 24.05 – Disability

A. Employees who are involuntarily separated as a result of an inability to perform their assigned duties or for misconduct which can be attributed to a disabling condition, will be notified by the Agency in the decision letter of their right to file for disability retirement within one (1) year after the date of separation.

B. Employees must contact their servicing Human Resources Retirement and Benefits Counselor (CG-123RBSC) within thirty-one (31) days from separation in order to receive counseling from the Coast Guard. After thirty-one (31) days, the Coast Guard may no longer have the employee's personnel records and may not be able to recover them in time to process the employee's disability retirement application and submit it to OPM within the one-year time limit.

Section 24.06 – Thrift Savings Plan

For new employees, the Agency will provide information concerning investing in the Thrift Savings Plan (TSP) during new employee orientation sessions. Additional information concerning investing in TSP is available on the TSP Web site.

Article 25 – New Employee Orientation

Section 25.01 - New Employee In-Briefing

A. The Agency will make every reasonable effort to provide information regarding new hires to Council 120, seven (7) days prior to the scheduled entrance on duty. The information will include, at a minimum, the employee's name, position title, series, grade, duty station, and entrance on duty date.

B. As soon as possible after entering on duty, new employees will be in-briefed by Civilian Human Resources Operations Office (CG-1C3). The Union will be notified of the location, dates and time as needed (e.g., annually at Headquarters, normally ten (10) days prior in field) and may utilize up to thirty (30) minutes at a mutually agreeable time in conjunction with the in-briefing (usually right before lunch) to meet with employees. The Union may request, at least four (4) days in advance, to attend by telephone if the distance is too great. However, in no case will the Agency incur any travel expense.

C. Should the Union not utilize the thirty (30) minutes in conjunction with the in-briefing they may meet with the new employee(s) for up to thirty (30) minutes within thirty (30) days of the in-briefing.

D. New employees will receive a handout during the in-briefing with contents including Union Contact Information and a Link to the Master Labor Agreement.

Section 25.02 - Agreement Copy

The Union is responsible for informing the employee on how to access the electronic copies of the Master Agreement and all applicable Supplementary Agreements and Memoranda of Agreement.

Article 26 – Safety and Health

Section 26.01 – Overview

A. Maintaining safe and healthful work environments, as a shared value by the Union and Agency, is necessary for the accomplishment of the Agency's mission and contributes to a high quality of life for employees. The Agency will furnish to each of its employees a place of employment which is free from recognized hazards and unhealthful working conditions that are causing or are likely to cause death or serious physical harm to its employees, consistent with the applicable requirements of 29 USC 668 et seq. (the Occupational Safety and Health Act of 1970), Executive Order 12196, 29 Code of Federal Regulations (CFR) Parts 1910, 1915, 1926 and 1960, and other applicable safety and health codes.

B. An occupational safety or health standard based on any national consensus standard applicable for the various trades (e.g., welders, HVAC, electricians) can be utilized unless the Agency determines that the promulgation of such a standard would not result in improved safety or health for specifically designated employees, or specifically, violate current OSHA regulations and standards as set forth in the Occupational Safety and Health Act of 1970.

C. Nothing herein will prevent the Union from initiating additional negotiations to address safety, health, or wellness during the life of this Agreement for issues not covered by this Agreement unless these issues are currently mandated in applicable regulations.

D. The Agency shall investigate all employee mishap incidents to determine the cause and whether additional measures are necessary to avoid recurrence in accordance with applicable guidance and regulation.

E. Employees are assured the right to report an unsafe or unhealthful working condition and to participate in occupational safety and health program activities, and all other rights afforded by applicable law, regulation and this agreement.

F. The Agency shall provide the local Union President, or designee, a minimum of two (2) workdays advance notice when any scheduled safety and/or environmental health inspection of the worksite are to be conducted. The Union may attend in the inspection.

Section 26.02 – Unit Safety Committees

The Agency shall develop occupational safety and health committees in accordance with 29 CFR 1960.36. In accordance with 29 CFR 1960.37, committees shall have equal representation of management and non-management employees. At a minimum, the Union may designate a Union representative and an alternate to be appointed to any established safety and health committee.

Section 26.03 – Personal Protective Equipment

A. The Agency shall comply with applicable regulations regarding Personal Protective Equipment (PPE), as required by appropriate Federal standards to protect employees from hazardous conditions encountered during the

performance of their official duties. PPE will be provided at no cost and in a timely manner to employees who are required to wear it. PPE will be replaced when it is no longer serviceable. Employees shall, at their choosing, be allowed to purchase and use personally owned PPE so long as it is in compliance with applicable standards. The exception to this statement is respiratory protection; employees may voluntarily use respirators, but they may not supply their own respirators. Respirators must be issued and controlled by the unit Respiratory Program Manager (RPM) and the employee must meet all requirements of the unit Respiratory Protection Program per Chapter 9, COMDTINST M5100.47A, Safety and Environmental Health Manual.

B. Assessments to determine the need for PPE will be conducted by the agency in accordance with applicable regulations.

C. When assessments determine that the use of PPE is appropriate, the Agency will give the Union notice and an opportunity to bargain over the types, sizes, and/or styles of PPE that will be made available to affected employees in order to maximize employee comfort and protection.

D. At a minimum, the Agency will provide employees with operational instructions on PPE provided for use. The Agency will give the Union advance notice of any formal new training it intends to provide to employees to allow the Union to determine if it will make recommendations on improving the training and/or submit proposals on procedures for implementation and appropriate arrangements for adversely affected employees.

E. Where it is determined by the Agency that an employee is required to wear safety glasses due to the performance of work in an eye hazard area, and where an employee requires prescription safety glasses, the Agency will authorize the employee to purchase them on a reimbursable basis, as follows:

1. Prior to the employee purchasing the prescription safety glasses, they must receive written approval from their supervisor to ensure availability of funds and eligibility for a new set of glasses.
2. The employee will be provided the Agency's safety standard specifications for the item(s).
3. The employee may select the type/style of the prescription safety glasses and will provide the agency with proof of purchase and safety standard compliance for their reimbursement.
4. Prescription safety glasses can be reimbursed at the comparable vendor rate determined by the Agency, currently through Unicor for up to $200. The amount reimbursed for glasses may be increased in special cases when necessary to correct vision.
5. The employee will request reimbursement through the government's reimbursable process (optional form: OF1164, Claim for Reimbursement for Expenditures on Official Business)

F. Where it is determined by the Agency that an employee is required to wear safety shoes/boots due to the performance of work in a foot hazard area, the Agency will authorize the employee to purchase them on a reimbursable basis, as follow:

1. Prior to the employee purchasing safety footwear, they must receive written approval from their supervisor to ensure availability of funds and eligibility for a new set of footwear.
2. The employee will be provided the Agency's safety standard specifications for the item(s).
3. The employee may select the type/style of footwear and will provide the Agency with proof of purchase and safety standard compliance for their reimbursement.
4. Safety Boots can be reimbursed at the comparable vendor rate determined by the Agency, currently through the Uniform Distribution Center for up to $200.
5. The employee will request reimbursement through the government's reimbursable process (currently the OF1164, Claim for Reimbursement for Expenditures on Official Business). Payments will be made as promptly as possible.

Section 26.04 – Unsafe/Unhealthful Conditions

A. Any employee, group of employees, or Union representative of employees who believes that an unsafe or unhealthy working condition exists in any worksite, has the duty and right to report such condition to any Agency supervisor, manager, executive, local Safety Coordinator, the local Unit Safety Committees, and/or the Union. Inspections will be conducted within twenty-four (24) hours for employee reports of imminent danger conditions, within three working for potentially serious conditions, and within twenty (20) working days for days other than serious safety and health conditions. However, an inspection may not be necessary if, through normal management action and with prompt notification to employees and safety and health committees, the hazardous condition(s) identified can be abated immediately.

B. The Agency shall post a notice of hazardous conditions discovered in worksites as required by applicable laws, rules, and regulations. The notice shall be posted, at or near the location of the hazard and shall remain posted until the cited condition has been corrected. Such notices shall contain a warning and description of the unsafe or unhealthful condition and any required precautions to the full extent required by applicable laws, rules, and regulations. Simultaneously with the posting, the Agency shall deliver copies of the notice to the Union, and the appropriate Unit Safety Committee(s).

C. The appropriate Unit Safety Committee will evaluate employee reports of unsafe or unhealthful working conditions in accordance with 29 CFR 1960. The Union will be formally notified of all serious hazards as defined in 29 CFR 1960.27.

D. The Agency shall promptly abate any unsafe and unhealthful working condition. Toward this end, any equipment, devices, structures, clothing, supplies, tools, or instruments that are found to be unsafe will be removed from service, locked-out, and/or tagged-out or rendered inoperative, as appropriate.

E. If there is an emergency situation at a worksite, the paramount concern is for the preservation of safety and health. Should it become necessary to evacuate an area, the Agency shall take precautions to guarantee the safety and health of employees. Employees ordinarily will not be readmitted to an evacuated area until it is determined in conjunction with whatever expert resources have been called in, depending on the circumstances, that there is no longer danger to the evacuated personnel. "Expert resources" may include, but are not limited to, local police departments, the Federal Protective Service, local and agency fire departments, appropriate health authorities, etc. The local Unit Safety Committee and the Union and Local Union President will be notified as soon as possible regarding the emergency situation.

F. An abatement plan will be prepared if the abatement of an unsafe or unhealthy working condition will not be possible within thirty (30) days. Such plan shall contain a proposed timetable for the abatement and a summary of steps being taken in the interim to protect employees from being injured as a result of the unsafe or unhealthy working conditions. and provided to the Facility and Central Safety Committees and the Union and Local Union President.

G. The Unit Safety Committees will be timely notified and consulted regarding the development and implementation of abatement plans and all personnel subject to the hazard shall be advised of interim measures in effect and shall be kept informed of subsequent progress on the abatement plan.

H. If the abatement plan cannot be immediately implemented, the Agency shall inform affected employees of the interim measures that will be instituted for the protection of the employees.

I. If the conditions cannot be immediately corrected, employees will be assigned work in a safe and healthy area or will be excused without charge to leave until the condition is corrected.

J. The Agency shall comply with confined space entry requirements in accordance with applicable regulations.

K. Employees who are directed by the Agency to operate a government vehicle over public roads, highways, or interstate throughways shall not be required or be voluntarily permitted to:

1. Physically operate a vehicle without relief, in excess of any period of ten (10) consecutive hours when doing so is a violation of applicable law, rule, or regulation, except as a practical matter to reach a safe stopping point and in emergencies that pose a threat to human life or property; or

2. Operate overweight, over-length, or over-wide vehicles without proper certification, when doing so is a violation of applicable law,

rule, or regulation, except in emergencies that pose a threat to human life or property; or

3. Operate overweight, over-length, or over-wide vehicles without prescribed escort vehicles as required by applicable law, rule or regulation when doing so is a violation of applicable law, rule, or regulation, except in emergencies that pose a threat to human life or property.

L. Employees who are required to operate specialty vehicles, (e.g., tractor trailers, all terrain vehicles, forklifts, airfield maintenance equipment) shall receive training at the Agency's expense on the safe and proper operation of the vehicles in accordance with appropriate regulations. Such training shall be documented by the Agency.

M. If an employee is required to have in their possession a commercial driver's license, the agency shall ensure that all aspects of obtaining and/or maintaining this license including training, physicals and costs are covered by the agency.

N. Eye hazard areas, equipment, and occupations will be designated by the Agency. Industrial safety glasses, plain or prescription, or prescription optical inserts (if respirator design precludes the use of safety glasses), will be issued at no cost if an individual is working in a designated eye hazardous area or operation.

O. Prior to developing or changing local cold or heat related contingency plans, the Agency will offer a pre-decisional opportunity to the local union representative to present the Union's views:

1. The Agency's cold weather contingency plans are utilized if employees work in such conditions. The use of engineering controls (e.g., warming shelters), safe work practices (e.g., work and rest period to warm), and PPE (e.g., layered clothing, gloves/mittens, and/or head gear) shall be specified in these plans. These plans shall be developed at the local level. Recommended evaluation, and control, and work-warming regimen are available in the annual Threshold Limit Values for Chemical Substances and Physical Agency and Biological Exposure Indices published by the American Conference of Governmental Industrial Hygienists. This will not include emergency related mission requirements, in this event, every effort shall be made by the Agency to ensure the safety and well-being of employees. The official temperature and wind velocity will be obtained either from the national weather service, Coast Guard Air Station or the nearest local airport.

2. The Agency has the responsibility to provide adequate protections and take measures to reduce the risk and prevent heat-related illnesses and deaths. Contingency plans are utilized for preventing heat injuries if employees are required to work in either indoor or outdoor conditions that may increase their heat stress. Specific recommended guidelines in the annual Threshold Limit Values for Chemical Substances and

Physical Agency and Biological Exposure Indices published by the American Conference of Governmental Industrial Hygienists should be used and implemented.

P. The Agency shall review the health and safety concerns related to any chemical application, which may affect employee exposures in the workplace, and comply with the Hazard Communication Standard under 29 CFR 1910.1200. There will be no application of insecticides, carpet glue, HVAC cleaning agents, paint, or other like construction or potentially hazardous chemicals during work hours in enclosed spaces while occupied by employees. Normally, whenever insecticides or pesticides are used in large scale, the on- site union representative, if any, and employees will be notified at least three (3) days in advance, whether the application is indoors or outdoors, during work hours or not. Employees with special health needs will be reasonably accommodated.

Q. The Agency will, consistent with its right to assign work, make a reasonable attempt to reassign tasks of employees who provide acceptable medical documentation that particular tasks presently assigned to an employee pose a heightened health hazard to that employee. Such assignments will be made in accordance with Article 31 - Equal Employment Opportunity.

Section 26.05 –Unsafe or Unhealthful Working Conditions

A. Occupational Safety and Health Administration 29 CFR 1960.12 requires employees to comply with all safety and health standards that apply to their actions on the job. Employees should (a) read the Occupational Safety and Health Administration poster; (b) follow the employer's safety and health rules and wear or use all required gear and equipment; (c) follow safe work practices for their job, as directed by their employer; and (d) report hazardous conditions to a supervisor or safety committee.

B. An employee may decline his or her assigned task because of reasonable belief that, under the circumstances, the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting and abatement procedures. The employee must notify their supervisor, or designee, as soon as possible.

Section 26.06 – Environmental Differentials

A. Environmental Differential Pay (EDP) for employees under the Federal Wage System is determined in accordance with 5 CFR 532, Subpart E, Appendix A. The appropriate environmental differential will be paid to an employee who is exposed to an unusually severe working condition(s) or unusually severe hazard(s) or a working condition meeting the standards described under the categories stated in 5 CFR 532.

B. If at any time an employee and/or the Union believe that differential pay is either warranted or should be increased under 5 CFR 532, the matter may be raised with the Command Staff Advisor and/or as a grievance.

C. Under the Hazardous Duty Act, 5 USC 5545(d), hazard pay differentials are authorized for General Schedule (GS) employees for irregular or intermittent duty involving physical hardship or hazard. Eligible GS employees will be paid in accordance with the provisions of OPM regulations, 5 CFR 550, Sub-part I. If at any time an employee and/or the Union believe that differential pay is either warranted or should be increased under 5 CFR 550, the matter may be raise with the Civilian Human Resources Operations office (CG-123) and/or as a grievance.

D. Under 5 CFR 550.901, if an employee performs the hazardous duty or physical hardship "with sufficient regularity," it should be taken into account in the classification of the position instead of a differential. In such situations, employees may request a position review under Article 17 - Position Descriptions and Classification. Upon request, the Agency shall inform the employee or Union whether or not such duties were taken into account in establishing the grade of the position, how the duties affected the grade established including whether, absent those duties, the grade would have been lower, and provide all supporting documentation.

Section 26.07 – Emergency Preparedness

A. The U.S. Coast Guard National Response Framework Concept of Operations (CONOP) is the Agency's emergency preparedness plan. The Agency shall provide updates to all employees to keep them current on the contents of the emergency preparedness plan.

B. The first concern when an employee is injured on the job is to make certain that the employee gets prompt emergency medical aid. Doubts over whether medical attention is necessary will be resolved in favor of arranging medical aid.

C. When it is necessary to assist an employee to return home or to a medical facility because of illness or incapacitation, the Agency will arrange for transportation. If a co-worker volunteers or is required to transport the employee, there will be no charge to leave for the co-worker.

D. The Agency shall maintain adequate first aid supplies at each worksite (if the site doesn't meet the requirement of 29 CFR 1910.151). All employees will have reasonable access to these supplies.

E. Where practicable, the Agency shall ensure that there is an emergency notification system at worksite that allows immediate notification of employees of emergency situations.

Section 26.08 – Hazardous Materials

The Agency will maintain a current list of all hazardous materials in each location and will maintain paper copies of current Safety Data Sheets (SDS) in each workplace where such materials are used or stored. The Agency shall comply with all aspects of 29 CFR 1910.1200. All employees determined to be exposed to hazardous chemicals and materials at work will be informed of their exposure to each hazard, the amount of exposure, the level of safe exposure (if there is a standard), and the risks associated with the hazardous chemicals and materials to

which they were exposed. Exposures will be documented in the employee's medical records.

Section 26.09 – Occupational Medical Monitoring

Medical monitoring for exposure to blood borne and biological pathogens and hazardous materials will be conducted in accordance with Agency Occupational Medical Surveillance and Evaluation Program (OMSEP) and applicable government-wide regulation.

Section 26.10 – Indoor Air Quality

A. Employees are entitled to work in an environment containing safe and healthful indoor air quality. The Agency shall provide safe and healthful indoor air quality by conforming to laws, guidelines, regulations, and/or policies issued by Federal regulatory agencies such as the Occupational Safety and Health Administration, Environmental Protection Administration, and General Services Administration.

B. On-site investigations/inspections will be conducted when a problem concerning indoor air quality, or a building related illness is formally brought to the Agency's attention.

Section 26.11 – Renovation and Construction

A. Wherever the Agency decides to alter the physical work site of employees represented by the Union, the Union will be notified in accordance with Article 39 - Negotiations. In addition to the requirements negotiated in supplemental agreements, the Agency shall when possible:

1. Isolate areas of significant renovation, painting, carpet laying, etc., from occupied areas that are not under construction;
2. Perform this work during evenings and weekends;
3. Ensure that concentrations of contaminants are sufficiently diluted prior to occupancy; and
4. Supply adequate ventilation during and after completion of work to assist in dilution of contaminant levels.

Section 26.12 – Office Equipment

A. The Agency will provide employees who are required to use computers on the job with chairs, tables, workstations, lighting, keyboards and screens, printers, etc. that meet ergonomic design criteria. Instruction will be provided to employees on how to safely and properly operate that equipment upon request. Notice of new office equipment or furniture follows provisions of Article 39 - Negotiations.

B. Before new office equipment or furniture is purchased, the Union will be given the opportunity to present its views. If renovation or relocation involving purchase of new furniture is anticipated, the Union will be notified and offered the opportunity to present its views.

Article 27 – Medical Qualification Determinations and Fitness for Duty Examinations

Section 27.01 – Purpose and Effect

A. Any offer or order for an employee to undergo a fitness for duty examination or request to provide the Agency with medical documentation to determine the nature of a medical condition that affects safe and efficient performance will be requested and obtained in accordance with 5 CFR 339, Medical Qualification Determinations and/or 29 CFR 1630.14, as appropriate

B. Personnel decisions based wholly or in part on the review of medical documentation and the results of medical examinations and evaluations must be made in accordance with appropriate sections of this Agreement and 5 CFR 339.

C. Failure to meet medical (which may include psychological) standards and/or physical requirements established under this Article means that the employee is not qualified for the position, unless reasonable accommodation or a waiver is appropriate, in accordance with 5 CFR 339.103 and 5 CFR 339.204. An employee's refusal to be examined or provide medical documentation, in accordance with a proper agency order authorized under this part, constitutes a basis for appropriate disciplinary or adverse action. After a tentative job offer of employment conditioned on completion of a medical examination, an applicant's refusal to be examined or provide medical documentation, as defined below, may result in the applicant's removal from further consideration for the position.

Section 27.02 – Medical Examinations Costs

A. Agencies shall pay for all examinations ordered or offered under 5 CFR 339, whether conducted by the Agency's physician or medical officer, an independent medical evaluation specialist (e.g., occupational audiologist) identified by the Agency, or a licensed physician or practitioner chosen by the applicant or employee. This includes special evaluations or diagnostic procedures required by the Agency.

B. In accordance with 5 CFR 339.304(b), following conclusion of the initial medical, psychological, and/or psychiatric examination, the agency physician or medical officer will render a final medical determination. In certain final medical ineligibility determinations, the agency physician or medical officer may reference supplemental medical examination, testing or documentation, which the applicant or employee may submit to the agency for consideration and further review relative to potential medical eligibility. Under these circumstances, the applicant or employee is responsible for payment of this further examination, testing and documentation.

C. In accordance with 5 CFR 339.304(c), an employee must pay to obtain all relevant medical documentation from his or her private licensed physician or required practitioners in instances where no medical examination is required or offered by the agency, but where the agency requests the applicant or employee to provide medical documentation relative to an identified medical or physical

condition in question or where the agency needs medical documentation to render an informed management decision.

D. In accordance with 5 CFR 339.304(d), an employee must pay for a medical examination conducted by his or her private licensed physician or practitioner where the purpose of the examination is to secure a change sought by an applicant (e.g., new employment) or by an employee (e.g., a request for change in duty status, reasonable accommodation, and/or job modification).

E. All medical examinations ordered or offered will be performed on duty time with no charge to leave, provided the employee is in a duty status at the time the examination is offered or ordered.

Section 27.03 – Union Representation

During a discussion with management in connection with a fitness for duty examination an employee shall be entitled to union representation upon request. Prior to management discussing a fitness for duty examination the employee will be given a reasonable opportunity to meet and discuss the matter with their union representative.

Section 27.04 – Conditions Requiring Fitness for Duty Examinations

The Agency may direct an employee to undergo a fitness for duty examination only under those conditions authorized by this Article or in accordance with 5 CFR 339.301 and/or 29 CFR 1630.14, as appropriate,

Section 27.05 – Conditions When Fitness for Duty Examinations May be Offered

The Agency may, at its option, offer a medical examination (including a psychiatric evaluation) under those conditions authorized in accordance with 5 CFR 339.302. in any situation where the Agency needs additional medical documentation to make an informed management decision. This may include situations where an individual requests for medical reasons a change in duty status, assignment, or working conditions, or any other benefit or special treatment (including reasonable accommodation or reemployment on the basis of full or partial recovery from a medical condition) or where the individual has a performance or conduct problem which may require Agency action.

Section 27.06 – Medical Examination Procedures

A. When the Agency requires or offers a medical or psychiatric examination or psychological assessment under this Article, it must inform the employee in writing of its reasons for doing so, the consequences of failure to cooperate, and the right to submit medical information from his or her private physician or practitioner. Medical documentation must be received no later than fifteen (15) days after the date of the Agency's request. If it is not practicable under the particular circumstances to provide the requested evidence or medical certification within 15 days after the date requested by the agency despite the employee's diligent, good faith efforts, the Agency will grant reasonable requests for extensions. A single written notification is sufficient to cover a series of regularly recurring or periodic examinations ordered under this Article.

1. Refusal or failure to report for a medical examination ordered by the Agency may be a basis for a determination that the applicant or employee is not qualified for the position. In addition, an employee may be subject to adverse action.
2. Refusal or failure on the part of the employee to authorize release of any results from an Agency ordered or offered medical examination issued in accordance with 5 CFR 339.301 and 5 CFR 339.302, or the results of any previous medical treatments or evaluations relative to the identified medical issue, to authorized Agency representatives, including the Agency physician or medical officer and/or independent medical specialists, may be a basis for disqualification for the position by the Agency. In addition, an employee may be subject to adverse action.

B. The Agency designates the examining physician or other appropriate practitioner, but the employee may submit medical documentation from his or her private physician or practitioner for consideration in the medical examination process. The Agency shall review and consider all such documentation supplied by the private physician or practitioner. The employee must authorize release of this documentation to all authorized Agency representatives. In situations where the medical documentation of the employee's private physician or practitioner is contradictory and cannot be resolved by the examining physician or the agency physician or medical officer, the Agency may, at its option, pursue another opinion from an appropriate specialist at the Agency's expense. An employee also may, at his or her option, pursue another opinion from an appropriate specialist at his or her expense in the event of conflicting or contradictory medical documentation.

Section 27.07 – Psychiatric Examinations

A. In accordance with 5 CFR 339.301(e)(1), the Agency may order a psychiatric examination (including a psychological assessment) only when:
1. The result of a current general medical examination, which the Agency has the authority to order under 5 CFR 339, Subpart C, indicates no physical explanation for behavior or actions that may affect the safe and efficient performance of the employee or others, and/or the vulnerability of business operation and information systems to potential threats, or
2. A psychiatric examination or psychological assessment is specifically called for in a position having medical standards or subject to a medical evaluation program established under 5 CFR 339, Subpart C.

B. In accordance with 5 CFR, 339.301(e)(2), a psychiatric examination or psychological assessment authorized under this section must be conducted in accordance with accepted professional standards by a licensed physician certified in psychiatry by the American Board of Psychiatry and Neurology or the American Osteopathic Board of Psychiatry and Neurology, or by a licensed psychologist or clinical neuropsychologist, and may only be used to make inquiry into a person's mental fitness as it directly relates to successfully performing the

duties of the position without significant risk to the employee or others, and/or to the vulnerability of business operation and information systems to potential threats.

Section 27.08 – Medical Documentation

A. Any medical documentation requested by the Agency in order to make an informed management decision regarding an employee's performance, conduct or ability to remain in a position because of medical reasons, will be consistent with 5 CFR 339, as applicable. Agency requested medical documentation must be pertinent to the employee's situation. An employee may choose to provide medical documentation directly to the Agency's designated medical officer for review.

B. When there are reasonable grounds to believe that a health problem is causing performance or conduct problems to include recurring, unexplained absences from the workplace, the employee shall be given an opportunity to voluntarily provide medical evidence documenting the health problem affecting his or her performance or conduct.

Section 27.09 – Release of Medical Information

A. All medical information or documentation furnished by the employee to the Agency will be subject to the Privacy Act of 1974 (5 USC 552a) and disclosure will only be made to those individuals who have a need to know in order to make informed management decisions regarding the employee's performance, conduct, inability to perform or request for an accommodation. Managers and supervisors will not disclose any details of employees' medical conditions of which they become aware unless such disclosure is permitted by law or regulation.

B. The Union and employees recognize that failure to release information to Agency representatives or other Government officials who need to review such information to advise on or make decisions with regard to the employee's continued employment and/or benefits may result in benefits being denied or negatively impact employment decisions.

C. If the Agency intends to request medical information directly from an employee's health care provider, the employee will be asked to complete a release of medical documentation, (Appendix C) The release will identify who is authorized to review the medical documentation and for what purpose. The Coast Guard's medical officer will obtain information from the employee's medical provider and will use the medical information to develop a medical recommendation that will be provided to the employee's supervisor, Human Resources, and/or Civil Rights Point of Contact (POC), as appropriate. The employee's supervisor will then make the final determination on the request. The Coast Guard medical officer will only share the necessary medical information required for the employee's manager or supervisor to make a decision on the request. Should further release be required, the Agency will inform the employee of the necessity for the release and secure written consent from the employee. In the event that a medical release by the employee is submitted, under no circumstances will the medical

documentation provided by the employee's health care provider in response to a request made under this paragraph be released to anyone other than the individual specified by the employee without the prior consent of the employee. Any medical documentation that is provided to the Agency by an employee will be properly secured to maintain required privacy.

Section 27.10 – Medical or Physical Inability to Perform Assigned Duties

A. If the Agency determines, as a result of a fitness for duty examination or review of medical documentation, that an employee is unable to perform his or her essential functions as a result of a medical situation, the Agency will make reasonable efforts to reassign the employee to a vacant position, within the same commuting area, for which the employee is qualified and the Agency determines he/she can perform the assigned duties.

B. In the event a position at the same grade is not available, the Agency will make reasonable efforts to identify a vacant position at a lower grade level, within the same commuting area, for which the employee qualifies, and the Agency determines he/she can perform the assigned duties. The employee and their designated representative will be notified of the availability of the position and given the opportunity to accept the position through a voluntary change to lower grade. If the employee accepts the position, pay will be set in accordance with applicable pay regulations.

C. In the event a position cannot be located for the employee, the Agency will notify the employee and their designated representative of his/her right to file for disability retirement in any proposed adverse action against the employee. Disability Retirement is applied to, reviewed by, and granted/denied by the Office of Personnel Management (OPM). The Agency will submit all paperwork required from the Agency in a disability retirement application in a timely manner.

Article 28 – Work-Related Injuries and Illnesses

Section 28.01 – Responsibilities

A. The U.S. Department of Labor (DOL), Office of Workers' Compensation Programs (OWCP) administers disability compensation benefits for civilian employees in accordance with the Federal Employees Compensation Act (FECA) (Chapter 81 of 5 USC). The Act prescribes civilian employee compensation benefits for disability arising from personal injury or disease sustained while in the performance of duty. The Act and OWCP procedures also provide for job retention rights, long-term disability situations, and the payment of benefits to dependents if a work-related injury or disease causes an employee's death. In order for an employee to qualify for benefits, it must be established that injury, illness, or death was directly related to employment, or that a prior injury or illness was accelerated or aggravated in the course of employment. However, employees cannot receive disability compensation benefits if the injury or death is due to willful misconduct, intention to bring about injury or death to oneself or another, or if intoxication is the proximate cause of the injury.

B. In accordance with applicable law, regulations, or directives, the Agency will authorize employees' medical care for work-related injuries or occupational diseases. They will provide proper forms and ensure that any claims for benefits are submitted promptly to OWCP. In addition, an employee who suffers a job-related traumatic injury will be advised of rights to receive Continuation of Pay (COP), if eligible.

   1. The Agency will advise employees of their rights to use annual, sick, or leave without pay when the injury, illness or disease renders the employee incapable of performing assigned duties. Such leave may be used either in lieu of applying for workers' compensation benefits or while waiting for OWCP to decide on a claim. OWCP procedures provide a process for the employee to buy back any leave used for these purposes if their claim is approved.

   2. The Agency may challenge claims by submitting information to OWCP.

C. Employees are responsible for reporting to the supervisor all injuries and occupational diseases which are work-related, and recurrences of work-related injuries and occupational diseases. Injuries should be reported as soon as possible but must be reported within thirty (30) days. This will normally be done in writing, using OWCP forms and procedures. If the employee is incapacitated, notification actions may be taken by someone acting on his or her behalf, including an agency official, family member, union official or other representative. The employee has the responsibility of providing evidence that the claimed condition and the disability, if any, were caused, aggravated, or adversely affected by his or her federal employment.

D. The Agency is responsible for ensuring that employees are counseled on rights, options, and benefits. This includes information such as: rights to file for benefits, conditions of coverage, claim forms and procedures for processing

claims, transportation information, payment for medical care, continuation of pay during time lost from work, leave usage, and re-employment rights following recovery from an injury, illness, or occupational disease. Supervisors should furnish necessary forms, assist employees in properly completing forms, provide completed copies to employees, and advise employees to obtain a description of work restrictions if light or limited duty is possible during periods of rehabilitation or recovery. The supervisor and Agency must not attempt to prevent an employee from filing a claim under any circumstance. The OWCP is the final authority in such determinations.

E. Information will be furnished to new employees on the governing law, regulations, directives, and procedures for handling workplace injuries and occupational illnesses. Such information will include explanations of benefits and the forms to use in reporting injuries and occupational diseases.

F. All personnel are responsible for respecting the dignity, privacy, and rights of injured employees to file claims, to obtain necessary medical treatment, and to accept light or modified duty during rehabilitation or recovery.

Section 28.02 – Types of Injuries

A. Traumatic Injuries:

1. A traumatic injury is a wound or other condition of the body caused by external force, including stress or strain. The injury must be identifiable by time and place of occurrence and member of the body affected; it must be caused by a specific event or incident or series of events or incidents within a single day or work shift. Traumatic injuries also include damage to or destruction of prosthetic devices or appliances, including eyeglasses and hearing aids if they were damaged incidental to a personal injury requiring medical services. Such injuries require filing of a CA-1 and other forms.

2. Upon receiving a report of a work-related injury, supervisors will immediately report all incidents to the DHS Injury Reporting Hotline 844-347-7787. The Agency will advise the employee of their right to file a CA-1, Federal Notice of Traumatic Injury and Claim for Continuation of Pay, electronically via, www.ecomp.dol.gov. The Agency will provide the employee, when appropriate, with a Form CA-16, which authorizes medical treatment.

3. Upon receipt of a CA-1, the supervisor or designee will complete the Receipt of Notice portion of the form and provide the employee with a photocopy of the entire submitted form.

4. No later than ten (10) workdays from the receipt of a CA-1 from the employee or someone on behalf of the employee, the Agency will complete the Employer portion of the form and transmit the form to the Office of Workers' Compensation Programs, U.S. Department of Labor. The employee will be provided with a copy of both sides of the completed form when it is submitted to OWCP.

B. Occupational Diseases:

An occupational disease is a condition produced in the work environment over a period longer than 1 workday or shift. It may result from systemic infection; repeated stress or strain; exposure to toxins, poisons, or fumes; or other continuing conditions of the work environment. Upon receiving a report of a work-related illness or disease, supervisors will immediately report all incidents to the DHS Injury Reporting Hotline 844-347-7787. The Agency will advise the employee their right to file a Form CA-2, Federal Notice of Occupational Illness and/or Disease, electronically via, www.ecomp.dol.gov. Form CA-16 is not issued for CA-1 claims. The Agency will provide the employee with a Form CA-35, which provides employee and supervisor a checklist of evidence required to be provided to OWCP in support of the claim.

C. Recurrences:

A recurrence is a spontaneous return or increase of disability due to a previous injury or occupational disease without intervening cause, or a return or increase of disability due to a consequential injury. A Form CA-2 and other forms should be filed.

Section 28.03 – Medical Services

A. If an injury requires medical treatment, the Agency will authorize such treatment by completing the front of the Form CA-16 within four (4) hours of the request whenever possible. If the supervisor doubts whether the employee's condition is related to the employment, he/she should so indicate this on the form. When there is no time to complete the Form CA-16 due to an emergency situation, the supervisor may authorize medical treatment by telephone and send the completed form to the medical facility within forty-eight (48) hours.

B. The employee is entitled to select the physician or facility, which is to provide medical treatment. If the Agency provides access to and/or arranges medical care facilities for the examination and treatment of injured employees, use of such facilities may not be mandated.

C. When transportation to obtain medical care is not furnished by the Agency, information on transportation alternatives will be made available. The employee may be reimbursed for appropriate travel expenses as authorized by governing OWCP procedures.

D. Disputes concerning the validity of medical claims will be resolved as specified by OWCP procedures.

Section 28.04 – Continuation of Pay (COP)

Unless the injury occurs before the start of the workday, that day, or portion thereof, on which the employee is injured or becomes ill from a work-related cause, will be treated as excused absence. An employee may use COP, annual, or sick leave to cover all or part of any additional absence due to the injury. If an employee elects to use leave, each full or partial day for which leave is taken will be counted against the

entitlement to COP. A CA-1 and other forms are used to file for COP benefits. Employees may receive additional guidance on COP policy and procedures from their servicing personnel office.

Section 28.05 – Accommodation and Light Duty

A. Employees who have been injured should be returned to a full duty status in a timely manner, but not until they are able to perform the full range of their normal job requirements. To the extent practicable, the Agency may reasonably accommodate employees with suitable and available light or limited duty assignments until medical authorities indicate that a return to normal duties is possible.

B. When the employee's treating physician indicates that the employee is capable of performing light or limited duty work, the Agency will normally direct the employee to work in assignments that are within the capabilities of the employee as indicated by the treating physician.

C. Agency job offers made under the FECA will be done in accordance with applicable Federal regulations and OWCP procedures.

D. An employee who refuses to work in a light or limited duty assignment, after receiving medical approval to do so, may be ineligible to receive COP, liable for any overpayments received, and/or subject to other actions.

Article 29 – Fire Prevention and Protection Personnel

Section 29.01 – Application

This Article applies to bargaining unit employees who occupy Fire Protection and Prevention Services, GS-0081, positions, hereafter known as F&ES Employees. Other provisions of this agreement shall apply to firefighters unless the matter is specifically addressed within this Article.

Section 29.02 – Hours of Work

A. The basic tour of duty for shift Firefighters shall consist of one hundred and forty-four (144) hours per pay period.

B. Non-shift (e.g. 40 plus hour) firefighters schedules shall be determined by position description and IAW OPM regulation.

C. Actual work time is devoted to completion of assignments, such as but not limited to; inspections, cleaning, maintenance, standbys, administrative duties, training, emergency response and physical fitness.

D. Standby time is time during which an employee is free to pursue personal interests while on duty but must maintain the ability to timely respond to emergencies. Changes to the daily routines that are greater than de minimis will be subject to negotiation at the local level.

E. When on breaks the firefighters will be in a ready status in the event of call outs.

F. Food preparation, lunches, break and clean up after meals will be considered as standby time.

G. Normally on Federal Holidays and on Sundays Fire Department personnel will be placed into standby status.

H. Policies regarding station assignments, work schedules, Shift assignments, and request for shift transfers will be negotiated at the local level.

Section 29.03 – Seniority, Overtime, Call-back, Hold Over and Leave

A. Due to the unique nature of the firefighter occupation, any negotiations over work schedules, or changes in procedure for overtime, callback, hold over, early relief, and leave for the firefighters will be conducted at the local level.

B. The use of shift trades is permitted by this Agreement. The procedures for such trades shall be negotiated at the local level and follow applicable law, rule, and regulation.

C. Seniority shall be determined by date of last promotion as the first criteria and federal service computation date (SCD) as the second criteria within the same grade and rank.

Section 29.04 – Safe and Healthy Working Environment

A. The Parties will discuss and negotiate at the local level in accordance with Article 39 - Negotiations, appropriate methods to maintain a safe and healthful

working. The Union will cooperate with the Agency by encouraging employees to work in a safe manner and wear protective equipment. Employees who fail to follow safety procedures may be subject to disciplinary/adverse action.

B. The Parties will discuss and negotiate at the local level in accordance with Article 39 - Negotiations, appropriate methods to staff, operate, maintain, and equip required fire apparatus. Changes to negotiated agreements will be bargained locally in accordance with Article 39 - Negotiations.

C. Changes to the minimum manning/staffing requirements for apparatus established by the current mission requirements will only be accomplished after a waiver has been granted by the appropriate authority. The Agency will notify the Union in writing of their desire to reduce the manning/staffing below the minimum requirements. The Union will be provided copies of all requests for waivers and any approved waivers granted by the appropriate authority.

D. Personal Protective Equipment:

1. Firefighter protective clothing furnished to employees will be in accordance with OSHA, NFPA, and NIOSH standards at the time of purchase. Employees shall be responsible for the items furnished and the return of such items as required by local jurisdiction. The Agency will replace required protective clothing as necessary when it reaches the end of its serviceable life in accordance with NFPA and OSHA standards. With the exception of special response equipment, employees will not be required to share any part of their protective clothing with another employee. Management shall arrange repair, maintenance, and cleaning of issued protective clothing.
2. Member purchased protective items normally will be authorized for use so long as it meets NFPA and OSHA Standards and is approved by management. Items should meet uniformity, badging, and performance factors.
3. Clothing that is required due to special weather situations or mission requirements will be provided by the agency. These items are subject to uniformity expectations.
4. The parties agree safety footwear is an important part of PPE for all firefighter work, The Agency will provide safety footwear (duty boots), these will meet current applicable safety standards.
5. Employee-purchased small pocket tools will normally be authorized for use.
6. Negotiations over proposed changes to PPE and other equipment issued to firefighters will be conducted at the local level.

E. The Agency shall either update or initiate Standard Operating Procedures/Guidelines that reflect current operations and directives of USCG

Fire Departments. Guidelines will reflect the current operations of the department and adhere to applicable standards and regulations. Negotiations over proposed changes to such Standard Operating Procedures/Guidelines will be conducted at the local level.

F. During extremely hazardous weather conditions, supervisors will take into consideration environmental conditions such as extreme heat or cold and possible lack of utilities and will assign duties, limiting F&ES employees' exposure to hazardous conditions as much as feasible. This does not apply to duties to be performed in response to an alarm or emergency unless employees are subjected to an operational environment that would otherwise result in a life safety issue and cause due harm to the employee. Management should conduct a risk analysis/assessment on scene to mitigate undue risk to emergency responders.

G. Safety Committee:

There will be an established Fire Department Safety Sub-Committee, that falls under the Unit Safety Committee, for the purpose of addressing Fire Department Safety issues including the implementation of applicable revisions to NFPA 1500 standards and codes.

H. Infectious diseases and blood borne pathogens pose a significant risk to FE&S employees, the Agency agrees to:

1. Provide all immunizations as required by OSHA, NFPA 1500, or other appropriate guidance; and
2. Provide all protective clothing and equipment necessary for the prevention and control of infection disease and bloodborne pathogens.

I. The Agency shall implement a related fitness program based on the current requirements and guidance from NFPA 1500 and 1583. All employees will participate in this program. The fitness program, establishment and implementation will be negotiated at the local level.

J. The Agency agrees that firefighters will be medically evaluated at least annually. This evaluation will be IAW most current applicable sections of NFPA 1582 and the employee's position description.

1. The Agency will provide the employee with a copy of the employee's position description for any medical evaluation upon request; and
2. The Agency will notify the Union when it change(s) any of the components of the medical evaluation and afford it the opportunity to engage in impact and implementation negotiations before such changes are made in accordance with Article 39 - Negotiations of this Agreement.

Section 29.05 – Facilities

A. The Agency will give due consideration to the implementation of ideas, suggestions, recommendations, etc. concerning the working/living conditions for F&ES employees when making modifications to existing fire stations or the construction of new stations.

B. The Agency will provide living space for the employees who are on duty. The Agency agrees to provide such living spaces with furnishings and equipment in good condition and working order. Changes to the types, quantities, style, replacement schedule and other similar issues shall be negotiated locally. Personal furnishings and equipment shall be subject to management approval.

C. Common day rooms and shared living spaces will be provided with television via basic cable, dish, or streaming services.

D. Space allocated in the fire station as berthing areas is for the primary use of fire department personnel. Berthing areas will be secured and off limits to unauthorized personnel. Any additional equipment/furnishings are subject to management approval.

E. The firefighter occupation is an occupation where physical fitness is a necessary part of the job. Fire stations covered by this Agreement shall be equipped with appropriate physical fitness equipment for both strength and conditioning training. This equipment shall be in a suitable location within the work area. The Agency shall supply and maintain equipment and facilities. Changes in the type and amount of equipment and the location within the facility shall be negotiated locally as necessary.

Section 29.06 – Firefighter Certification Program

A. To enhance the training process, performance, and professionalism of the Fire Department, IFSAC, ProBoard, or other NFPA compliant certifications will be utilized as the basis for meeting certification requirements as outlined in employee position descriptions.

B. The Parties will discuss and negotiate locally additional certification requirements in accordance with Article 39, Negotiations.

C. The Air Force Civil Engineering Career Development Certification Program (CDC) shall be considered the primary means for agency provided career path upgrade certificating.

1. The practical section of any certification examination will be administered in a timely manner on the individual has received notification of passing the written exam.

2. Practical section evaluations will be conducted by appropriate level personnel as identified by the CDC program guidance.

3. Training facilities will be free from recognized hazards and unhealthful working conditions maintained to enable the full completion of the practical portion of CDC courses necessary for the career advancement of all FE&S employees of all GS grades.

4. Fire departments will coordinate with Headquarters capability and mission managers to support staffing IAW Commandant Instruction, DODI 6055.06 and NFPA 1710.

D. The Agency shall provide the requisite training necessary to enable FE&S personnel to obtain promotion necessary USCG certifications when classes become available in accordance with Article 21 of this Agreement.

1. The agency may seek available training slots at the DoD Fire Academy and other formal training institutions.
2. The Agency may arrange for courses to be held locally at Fire Departments covered by this agreement as necessary to enable fire department personnel to obtain needed certifications for current positions and those at the next higher grade/level.
3. Certification to the next higher level may be offered to employees.

E. For position descriptions requiring emergency medical certification, if a State or National Registry certification meets reciprocity requirements for the department's operating medical license, it will be processed and accepted for the firefighter's appropriate grade.

F. The Agency further agrees to conduct and pay reasonable expenses to include the initial, refresher, recertification and all ongoing online and continuing education which meets CAPCE F1-F5 requirements to ensure these levels are maintained in accordance with Article 21 of this Agreement.

G. Any negotiations over proposed changes or additions to responsibilities beyond the minimum required certifications the agency has established, will be conducted at the local level.

Section 29.07 – Training and Drills

A. Fire Department training programs covered by this Article will be conducted in accordance with applicable laws, regulations and standards.

B. Training shall be offered to all F&ES employees in accordance with Article 21.

C. The Agency shall determine the need for and awarding of advanced certification and training opportunities beyond those required by an employee's current position description in accordance with Article 21, Section 21.03.

D. FE&S employees are expected to be proactive in management of the certifications required for their positions.

E. The agency will attempt to schedule training on firefighter's regular duty days without interference of scheduled leave or regular days off. Periodic major training events and/or operational changes may necessitate scheduling during periods of leave or regular days off.

1. Training that is necessary for maintenance of operational readiness may have to be made up as soon as feasible by the employee (such as introduction of new medical equipment).
2. Employees who are required to report for training outside normal duty hours will be paid overtime IAW OPM and provisions of the MLA.

F. When night training exercises are to be conducted to meet the minimum training requirement, an attempt should be made to schedule these during the periods of the year when the hours of darkness fall earlier and that drills are accomplished no later than 2200 hours. When night training is scheduled, standby times for the firefighters will normally start earlier so as to accommodate the shift in work schedule due to training. Weather conditions such as high heat, cold, or winds shall be considered by management in determining when night training or drills will be conducted.

G. Fire Departments covered by this Agreement will establish a Master yearly in-service training schedule which should include the major duties performed by bargaining unit Fire Protection and Prevention Personnel as determined by the Fire Chief or his/her designee. A monthly or quarterly training schedule shall be posted. Assigned instructors will normally be advised of the scheduled training at least ten (10) days in advance.

H. Qualified member of the Department may be used as instructors for in-service training as directed by management and IAW their position descriptions.

I. The specialized training of the individual firefighters beyond the minimum requirements, i.e. rescue technician, etc., of the USCG Certification program benefits both employees and the Agency. If such training is requested by the firefighters, the Agency agrees to make do effort to accommodate such training and mission requirements. Due effort should be made to ensure only personnel that are completely certified for their current position are allowed to attend this type of training.

J. The Agency will provide a complete current IFSTA Manual library; outdated individual manuals will be updated as new editions are published within a reasonable amount of time. EMS manuals required for certification classes and other materials for use by employees to further their job skills and knowledge will be provided within budgetary restrictions.

K. The Agency agrees to make do effort to send designated members to the appropriate EMS training conference for vital and critical training at a minimum of every two years or annually if able.

L. The Agency will plan and prioritize projects to support proper permanent training and live fire facilities if not available within the immediate response area. These projects will compete against all other Coast Guard shore infrastructure projects for necessary funding. Facilities shall be adequate in size and represent the major fire department responsibilities to include aircraft, multi-story interior fire attack with optional floor plans, high angle rescue as to enhance training experiences and safety. Any negotiations over permanent training and live fire facilities will be conducted at the local level.

Section 29.08 – Special Duty, Recall, and Mutual Aid

A. Special Duty

1. Based on the local mission requirements of Fire Departments, employees may be required to perform additional emergency response duties such as

Hazardous Materials, Technical Rescue, WMD, Emergency Medical, Shipboard Firefighting, Wild-land Firefighting, or response to other catastrophic emergency events IAW their position descriptions. If so, the Agency will provide all required training certifications necessary to perform those special duties dictated by local mission requirements.

2. Any negotiations over proposed changes or additions to responsibilities beyond the minimum required certifications the agency has established will be conducted at the local level.

B. Mutual Aid

1. If an incident exceeds the capabilities of the fire department or if after attempting a recall of personnel, the minimum required manning cannot be obtained, management may request assistance from Local Agencies that are equipped and trained to support this type of incident.
2. Employees will respond to Mutual Aid responses as directed. When directed to by USCG fire department management, this is considered a work status.
3. Mutal Aid is authorized by Title 42 USC between local, state, and federal jurisdictions. These agreements will abide by applicable law and regulation.

C. Recall of Personnel

A Fire department employee is subject to recall for emergency response or to backfill to maintain emergency response capability. The Agency will subscribe to a recall notification system. The implementation of the means and method of recall to be negotiated at the local level.

Section 29.09 – Clothing, Uniform, and Grooming Standards

A. All GS-0081 employees in the bargaining unit will be required to wear an approved uniform, which will provide ready identification to the nature of fire protection work.

B. Changes to the uniform standards shall be negotiated the local level. No changes shall be implemented prior to the conclusion of such negotiations. Such negotiations will include the schedule for implementing any change from the current uniform in accordance with law and regulation.

C. The Agency will provide an initial and annual uniform allowance in accordance with this agreement. Fire Department personnel will not be required to submit receipts, invoices or vouchers for uniform items replaced.

1. Initial uniform allowances will be established at $1600 and paid as a lump sum as expeditiously as possible after employee arrival.
    a. All Class-A uniform items except for the badge must be purchased from this initial allowance and are expected to be in service within 6 months of receipt.

2. Maintenance uniform allowances will be established at $800 and paid in lump sum every year in the second quarter of the fiscal year for all employees.
3. Employees who have not received their initial uniform allowance will not be held responsible for compliance with the local uniform policy and they will work with their supervisor to create an interim solution.
4. Employees will be required to maintain a serviceable Formal Class A, Semi-Formal Class B, Station Work, and PT/Standby Gear uniform IAW local duty station SOP.
5. The Agency agrees to provide the initial set of accessories for the Class-B uniform consisting of hat, badge, collar devices, and shoulder patches, if applicable.

D. The Agency will provide all new Employees training on the complete uniform requirements, the proper wearing, inspection, maintenance, and limitations of all personal protective clothing the Employee is required to wear.

E. Merit award emblems, safety awards, length of service awards, commendation awards, and other such items will be approved for wear with the uniform, subject to management approval.

F. Firefighters are expected to comply with more stringent grooming and appearance standards than non-uniformed employees, standards for but not limited to the following, shall be negotiated at the local level: head and facial hair, jewelry, and piercings.

Section 29.10 – Contracting Out of Fire Fighting

Any negotiations over proposed contracting out of Fire Protection and Prevention will be conducted in accordance with Article 35 of this Agreement.

Section 29.11 – Government Vehicle and Property Use

A. Firefighters on duty may be authorized to utilize government owned emergency response vehicles for non-emergency work related activities.
1. Such activities include but are not limited to obtaining meals, education events, physical fitness, demonstrations, and official function participation.
2. Vehicle use is subject to supervisory approval and does not absolve the employee from the need to comply with prevailing law and regulation.
3. Misuse of any government owned vehicle may result in appropriate disciplinary action in accordance with Article 32 of this Agreement.

Section 29.12 – Union Rights for Firefighter Bargaining Unit Employees (BUEs)

A. The Agency recognizes that firefighters exist in a unique duty status that may limit participation in union activities. As such the agency agrees to allow the

following provisions for on-duty firefighters so long as emergency response and assignment of work provisions are maintained:

1. Standby time participation in union activities;
2. Limited use of government vehicles specifically to maintain emergency response posture during union events; and
3. Upon approval and arrangement with management, use of space in the firehouse to facilitate union activities. Such activities cannot interfere with mission execution.

Section 29.13 – Injuries, Light Duty

A. Firefighter injuries will be handled IAW Article 28 of the MLA.

B. Firefighter pregnancy will be handled IAW Article 31 of the MLA and NFPA 1582.

Article 30 – Office Relocation and Renovation

Section 30.01 – Overview

A. The Agency will offer the Union pre-decisional involvement in the renovation of current space or relocation of a facility housing bargaining unit employees. In that regard, at the request of the Union, the parties will discuss the requirements for the space and the Union may provide its reactions and recommendations regarding any alternative space that the Agency is considering. The parties will discuss ways to make the space efficient and effective, and to enhance the comfort and productivity of employees. This includes access to parking and public transportation, if affected.

B. Any negotiations concerning office relocations, renovations, or space allocations will be conducted in accordance with Article 39, Negotiations.

Article 31 – Equal Employment Opportunity

Section 31.01 – General

A. The Agency and the Union affirm their commitment to providing equal employment opportunity (EEO) to all employees; prohibiting discrimination on the bases of race, color, religion, sex, (including sexual harassment, and pregnancy), age, national origin, or disability; and prohibiting retaliation against an employee who exercises any right accorded by applicable law and regulation.

B. The parties agree that prohibiting discrimination on the basis of marital status, sexual orientation, parental status and/or political affiliation is in their mutual interest.

C. The Parties agree to follow all applicable laws, regulations, and internal policies (this list is not all encompassing):

1. Title VII of the Civil Rights Act of 1964
2. The Pregnancy Discrimination Act of 1978
3. The Equal Pay Act of 1963
4. The Age Discrimination in Employment Act of 1967 (ADEA)
5. Title I of the Americans with Disabilities Act of 1990 (ADA)
6. The Americans with Disabilities Act Amendments Act of 2008 (ADAAA)
7. Sections 102 and 103 of the Civil Rights Act of 1991
8. Sections 501 and 504 of the Rehabilitation Act of 1973
9. The Genetic Information Nondiscrimination Act of 2008 (GINA)
10. COMDTINST M5350.4 (Series)

Section 31.02 – Equal Employment Opportunity Program

A. The Agency's EEO Program promotes equal employment opportunity in all aspects of the Agency's personnel policy and practice in accordance with applicable law and government-wide rules and regulations. The Agency will have a positive, ongoing and results-oriented program of affirmative action and will ensure the employees are trained appropriately. The programs objectives and goals include:

1. Prohibit discrimination that impairs the ability of individuals to compete in the workplace because of race, color, religion, sex, sexual harassment, sexual preference/orientation, national origin, age, physical or mental disabilities and or marital or parental status;
2. Establish and maintain training and education programs designed to provide maximum opportunity for all employees to advance; and
3. Ensure that unlawful discrimination and harassment in the workplace is promptly addressed and corrected.

Section 31.03 – [redacted] Equal Employment Opportunity Advisory Sub Committee

A. Upon the request of either party, USCG and AFGE Council 120 may establish a subcommittee to address ideas and concerns impacting the [redacted] equal employment opportunity climate of the bargaining unit.

B. The Parties will establish ground rules and operating procedures for any established subcommittee.

C. The scope of any established subcommittee will be to provide insight to management in addressing workplace practices or problems related to [redacted] equal employment opportunity workplace issues that could result in dissension and/or dissatisfaction among bargaining unit employees.

D. The Parties may also meet to provide input on affirmative employment plans specifically related to bargaining unit employees.

Section 31.04 – Information

A. The Agency will make available to the Union, upon request, its Affirmative Employment Plan and such other reports and plans concerning bargaining unit employees that the Agency is required to provide to the Equal Employment Opportunity Commission (EEOC).

B. The Union shall have online access to MD 715 data reported by the Coast Guard. The Agency will provide the Union with the link to access this information.

C. Agency self-assessments and EEO reports included with pertaining to the MD 715 (certified by the Civil Rights Director and the EEOC) will be provided to the Union within fifteen (15) business days if requested and available. If the information is unavailable at the time of the request, the Agency will provide it within fifteen (15) business days upon availability.

D. The Parties agree that EEO issues may be raised in the quarterly meetings in accordance with Article 38 of this Agreement.

E. As established in local supplemental agreements, EEO committees with AFGE participation may continue.

Section 31.05 – Adverse EEO Impact

A. Should adverse EEO impact be evidenced pursuant to the Affirmative Employment Program Plan, specific and measurable objectives shall be set to correct the conditions. Those objectives will include but not be limited to:

    A. Validating existing selection procedures or;

    B. Modifying or substituting selection procedures to alleviate adverse impact.

B. Information on adverse EEO impact may be requested in accordance with 5 USC 7114(b) (4).

Section 31.06 – Changes in Conditions of Employment

If the implementation of the Agency's EEO program involves changes in personnel policies, practices, or matters affecting conditions of employment, the Union will be notified in accordance with Article 39 - Negotiations.

Section 31.07 – Training for Upward Mobility Positions

A. Goal: The Parties agree that the goal of upward mobility is to provide employees the opportunity to compete for Agency positions so as to advance and perform at their potential.

B. Objective:

1. Upward mobility objectives are to be an integral consideration in affirmative action planning and will be consistent with equal employment opportunity goals and objectives.

2. In implementing upward mobility programs, the Agency will consider the following approaches which provides:

a. Identification of job patterns and promotional opportunities commensurate with employee skills and potential;

b. Lateral reassignments and bridge positions for employees whose current jobs do not provide an opportunity for further advancement;

c. Education and training to provide employees the opportunity to enhance promotional qualifications;

d. Staffing techniques;

e. Elimination, whenever possible, of nonperformance related impediments as promotional factors; and

f. Identify and provide the resources necessary to assist employment growth in skills such as emotional intelligence, effective communication, problem solving at leadership levels, work-life balance, and teambuilding skills.

Section 31.08 – Educational Programs

The Agency will continue to establish programs with local institutions or other training sources (e.g., on-line) that increase the opportunity for employees to participate in continuing education programs.

Section 31.09 – Selection

In the case of a selection for a position where under-representation has been identified by the Agency's EEO reports or Affirmative Employment Plan, high qualified applicants from underrepresented groups or other protected classes shall be given full consideration in accordance with law and under merit promotion procedures as outlined in Article 12 - Merit Promotion.

Section 31.10 – EEO Counselors

A. Names, telephone numbers, and locations of EEO counselors, an EEO Complaints Process chart, and the Agency's EEO policy statement will be posted on official bulletin boards in locations frequented by bargaining unit employees (e.g., break room or cafeteria). This information will also be available on the Agency's intranet or website. Employees may utilize available EEO counselors to pursue their complaints.

B. Consistent with EEO regulation, EEO counselors shall:

1. Notify the aggrieved individual of his/her rights and responsibilities in writing, including:

    a. The right to have a representative present at all stages of the EEO complaint process;

    b. The right to file a formal complaint at the conclusion of the counseling period or a grievance as set forth in Article 33 - Negotiated Grievance Procedure; and

    c. The right to a request an EEOC hearing or Final Agency Decision after the Agency has investigated the formal complaint.

2. Perform an inquiry into the informal complaint and prepare a Counselor's Report to be given to the aggrieved at the conclusion of counseling.

3. Conduct an initial and final interview with the aggrieved.

4. Keep the identity of the aggrieved anonymous until such time that the aggrieved has agreed to his/her identity being revealed or until a formal complaint has been filed.

5. Conduct the counseling activities in accordance with the Agency's and EEOC's Directives.

Section 31.11 – Privacy

The Agency will provide employees with a place to meet privately with EEO counselors. When face-to-face meetings with EEO Counselors are not possible, employees will be provided a private space in which to have a telephone conversation. Employees are not required to inform management that the call is EEO related.

Section 31.12 – Discrimination Complaints

A. An employee who believes he/she has been discriminated against on the basis of race, color, religion, sex, national origin, age, disability, or reprisal for engaging in EEO activity may file an EEO complaint or grievance pursuant to this Article. The employee must contact an EEO counselor within forty-five (45) days of the date of the alleged discriminatory action or within forty-five (45) days of when the employee was made aware of the alleged discrimination. A grievance must be filed within fifteen (15) days of the final interview with the EEO counselor, as stated in Article 33 - Negotiated Grievance Procedure.

Consistent with 29 CFR 1614, a formal EEO complaint must be filed within fifteen (15) days of receipt of the notice of right to file from the EEO counselor.

B. The Union may file a group Union grievance on behalf of employees who allege they have been or are being adversely affected by a personnel management policy or practice that discriminates against the group on the basis of their race, color, religion, sex, national origin, age, disability, or EEO activity. The Union must file the Union grievance in accordance with the time limits specified in Article 33 - Negotiated Grievance Procedure. A grievance concerning a continuing practice or condition, including matter involving discrimination, may be presented at any time, as stated in Article 33 - Negotiated Grievance Procedure.

C. An employee has the right to be accompanied, represented, and advised by a representative of his/her choice at any stage of the complaint process under the EEO administrative complaint process. The employee is entitled to expeditious processing of the complaint or grievance within the time limits prescribed by regulations or by this Agreement. The employee will designate his/her personal representative in writing. Once an employee has filed a grievance under Article 33 - Negotiated Grievance Procedure he/she is entitled to union representation or to represent him/herself. Any representative in a grievance is a union representative.

D. Unit Employees who wish to file or have filed an EEO complaint or grievance; who serve as a representative; or who a witness is to or give evidence will be free from coercion, interference, restraint, and reprisal.

E. Union officials representing bargaining unit employees in EEO complaints or EEO related grievances will have prompt access to all information available to that employee that is allowable by regulation and law. Prior to release of this information the employee must provide the Agency with a signed designation of representative, authorizing release of this information to the Union.

F. The Agency will make every effort to re-locate the complainant, if requested, in relation to a complaint of sexual harassment or threat of imminent bodily harm, and the move does not cause an undue hardship to the Agency.

G. The Agency will comply 29 CFR 1614.605. Employee Representatives shall receive official time consistent with laws, rules, and/or regulations.

H. The term "official time" as used in this Article and Federal EEO Regulations at 29 CFR 1614 refers to time that the employee would otherwise be performing his/her duties as Federal employees, also known as "duty time." The term "official time" in the context of this Article does not correlate to the definition under 5 USC 7131 of the Statute.

Section 31.13 – EEO Case Settlements

If a change in bargaining unit conditions of employment arises as a result of an EEO settlement, the Agency will notify the Union in accordance with Article 39 - Negotiations.

Section 31.14 – Grievances

Employees who believe they have been discriminated against on the basis of marital status, sexual orientation, parental status, or political affiliation may file a grievance pursuant to this Article without first contacting an EEO counselor.

Section 31.15 – Appeals

The selection of the negotiated grievance procedure contained in this Agreement to process a complaint of discrimination shall in no manner prejudice the right of an aggrieved employee to request the Merit Systems Protection Board (MSPB) to review the final decision in the case of any personnel action that could have been appealed to the Board, or, where applicable, to request the EEOC to review a final decision in any other matter involving a complaint of discrimination of the type prohibited by any law administered by the Commission. Appeals to the MSPB or to the EEOC shall be filed pursuant to such regulations as the Board or the Commission may prescribe.

Section 31.16 – EEO Complaint Elections

A. Employees with complaints of discrimination on the bases of race/color, religion, sex, national origin, age, disability, and/or EEO activity may elect to have their complaints resolved by using either the negotiated grievance procedure as provided in this Agreement or the statutory complaint process, but not both.

B. Consistent with Article 33 - Negotiated Grievance Procedure, an employee shall be deemed to have made an election under either the statutory procedure or the negotiated grievance procedure at such time as the complainant files a written grievance or files a formal written complaint under the statutory EEO complaint procedure, whichever comes first. A discussion with an EEO Counselor in no way precludes the filing of a grievance that is otherwise timely.

C. A mixed case complaint is a complaint of employment discrimination filed with the Agency EEO office based on any basis protected by law such as: race/color, religion, sex, national origin, disability, or age related to or stemming from an action that can be appealed to the MSPB. A "mixed case" appeal is an appeal filed with MSPB alleging an appealable agency action was taken in part or in whole because of discrimination based on race/color, religion, sex, national origin, disability, or age. An employee may file an EEO complaint with the Agency under the agency EEO complaint procedures or an appeal with MSPB under the MSPB procedures. An employee may not file a mixed case complaint under the Agency's EEO procedures and an MSPB appeal on the same matter. Whichever is filed first shall be considered an election to proceed in that forum.

D. At the conclusion of the informal interview process, employees are informed in writing of their rights and responsibilities prescribed by regulations at 29 CFR 1614.105(b)(1) and 29 CFR 1614.302(b).

Section 31.17 – Reasonable Accommodations

A. The Agency is committed to affirmative action for the employment, placement, and advancement of qualified individuals with disabilities and disabled veterans.

B. The Agency agrees to make reasonable accommodations for qualified individuals with disabilities, unless the Agency can demonstrate the accommodation would impose an undue hardship on the operation of the Agency's program. Employees may request an accommodation, orally or in writing. The Agency must provide the employee requesting a reasonable accommodation with its accommodation policies and regulations that describe how to initiate an accommodation request and the Agency's process for determining an accommodation request. The Agency will inform the employee of the appropriate management official with authority to engage in the interactive process with the employee to discuss reasonable accommodation options. In determining what accommodation, if any, can be made, the Agency will consider the perspective of the individual with a disability.

C. The Agency will acknowledge and respond to the employee's request (written or orally) for Reasonable Accommodation by completing form CG-6080 within five (5) business days of receiving the request. The Agency will normally approve/modify or deny request within fifteen (15) business days but will have a maximum of thirty (30) business days. The Agency must consider granting temporary or interim accommodations, where possible, during the interactive process while assessing effective long-term accommodations. Any decision on a request not made within fifteen (15) business days will be annotated with a reason as to why the request is not approved/modified or denied. If a decision is delayed beyond 30 business days, the reason(s) for the delay and the approximate timeframe for the response will be provided to the employee in writing. If the decision maker requests medical documentation, the timeline is paused from the time the requestor is informed that medical documentation is required and resumes when the medical documentation is provided to the decision maker. If the request is denied, the reason(s) for the denial will be provided to the employee in writing. Denials will not be made for arbitrary reasons.

D. The Parties recognize that accommodations will be determined on a case-by-case basis, taking into consideration the employee's disability, existing limitations, the work environment and any undue hardship.

E. The Parties agree that reasonable accommodation means an adjustment made to a job and/or the work environment that enables a qualified individual with a disability to perform the essential functions and/or duties of that position.

F. Employees shall have the option for reassignment as an accommodation of last resort.

G. Job restructuring is one of the means by which qualified individuals with a disability can be accommodated. Job restructuring can consist of:

1. Identify which factor, if any, makes a job incompatible with a worker's disability. Reallocating or redistributing marginal job functions that an employee is unable to perform because of a disability; or
2. If a barrier is identified in a nonessential job function, the barrier may be eliminated so that the capabilities of the person may be used to the best advantage.

H. Job restructuring does not alter the essential functions of the job; rather, any changes made are those which enable the person with a disability to perform those essential functions.

I. The Parties agree that in many cases changes in the work environment may accommodate qualified individuals with a disability. Changes may include, but are not limited to:
   1. Job restructuring;
   2. Widening access areas;
   3. Maintaining hazard-free pathways;
   4. Raising or lowering equipment;
   5. Modifying work schedules;
   6. Adjusting or modifying examinations, training materials or policies;
   7. Teleworking or working at home in accordance with Article 9 - Telework and Remote Work;
   8. Granting of leave in accordance with Article 31 - Equal Employment Opportunity;
   9. Reassigning or transferring employees to another position;
   10. Moving equipment controls from one side to the other, or modifying them for hand or foot operation; or
   11. Installing special holding devices on desks, benches, chairs, or machines.

J. USCG facilities shall be accessible to employees with disabilities in accordance with law, rule, and regulation.

K. The Agency will consider the use of leave (e.g., leave without pay and sick leave) to accommodate qualified individuals with disabilities.

L. The Agency will provide qualified individuals with disabilities full consideration for all formal and on-the-job training opportunities. If a qualified individual with a disability is selected for training, the Agency will provide a reasonable accommodation to the employee to attend and complete the training, if requested under the Coast Guard's purview (absent undue burden).

M. The Agency will make every reasonable effort to ensure sites for required training are ADA compliant. If requested, a reasonable accommodation

must be provided to a qualified individual with a disability in order to complete training required by the Agency.

N. Reasonable accommodations related to the receipt of training, both formal and on-the-job opportunities, may include:

1. modification of Coast Guard training and reference materials;
2. provision for a qualified interpreter for deaf trainees;
3. live interactive web-based training; and
4. assuring physical access to training facilities, restrooms, and lodgings under Coast Guard purview.

O. Employees with disabilities may seek Union assistance and/or representation on their individual concerns, consistent with the terms of this Agreement.

Section 31.18 – Pregnancy and Temporary Disabilities

A. Employees who have a disability due to pregnancy or nursing may request an accommodation. A request for such accommodation may be in writing and/or orally and may include the employee's reason for requesting an accommodation, the employee's suggestion for an accommodation (e.g., modification of schedule), and the anticipated length of time the accommodation will be needed.

B. Employees recuperating from illness or injury who are temporarily unable to perform the full range of official duties may submit a reasonable accommodation request to their supervisor for a temporary assignment (not to exceed forty-five (45) days initially, additional time to be considered as appropriate) to duties commensurate with the disabilities of the illness or injury.

C. The Agency agrees to fairly consider such requests.

D. The Agency will respond to an employee's request for reasonable accommodation within five (5) business days of receiving the request. If additional time is necessary to respond to the request, the reason(s) for the delay and the approximate timeframe for the response will be provided to the employee in writing. If the request is denied, the reason(s) for the denial will be provided to the employee in writing. Denials will not be made for arbitrary reasons.

Section 31.19 - Religious Accommodation

Employees may request accommodation for special religious needs. Accommodations of employees with religious need will be addressed consistent with Federal guidelines and consistent with Article 6 - Hours of Work; Article 7 - Overtime and Standby Duty; and Article 23 - Clothing and Uniforms.

Section 31.20 – Confidential Information

All records will be maintained in accordance with the Privacy Act and the requirements of 29 CFR 1611. It must be kept confidential and only released to those with a need to know. The Agency agrees that it will preserve the confidentiality of

personal/personnel medical records and medical data in accordance with the applicable laws and regulations.

Section 31.21 – Sexual Harassment

A. Employees may expect to work in an environment free from unsolicited and unwelcome sexual behavior. The Agency will provide all bargaining unit employees a work atmosphere free from sexual harassment and make employees aware of the Agency's sexual harassment policy.

B. Any employee who believes that he/she has been a victim of sexual harassment may file a grievance, EEO complaint, or a mixed case appeal with the MSPB as set forth in Section 31.10 above, Anti-Harassment Hate Incident complaint and Article 39, Negotiated Grievance Procedure.

C. Where an employee elects to use the grievance and arbitration procedures provided in this Agreement to process a complaint of sexual harassment, and the person against whom such an allegation is made is designated to provide a response in the grievance procedure, the grievance will be filed directly at the next higher step with the next highest Agency official.

D. Where a grievance over a matter addressed in this Article is taken to arbitration, the arbitration hearing may, upon request of the grievant, be held as a closed hearing. The arbitrator must have had prior experience or training in the area of sexual harassment.

Section 31.22 – Pay Equity

The Agency will observe the principle of equal pay for equal work in the treatment of employees with respect to wages, pay, grade, benefits, condition of employment or any other compensation.

Section 31.23 – Report of Investigation (EEO Formal Complaints)

Upon request, and when designated as the employee's representative, the Agency will provide the designated union representative and the employee with a hard copy of the Report of Investigation (ROI) in accordance with MD 110. The ROI will be subject to redactions in accordance with MD 110.

Article 32 – Disciplinary and Adverse Actions

Section 32.01 – Statement of Purpose and Policy

A. The objective of discipline is to correct employee behavior. Discipline is not punitive in nature. The concept of progressive discipline, which is designed primarily to correct employee behavior, guides decisions regarding discipline.

B. Discipline is progressive when it starts at a low level of discipline and progresses in steps to higher levels of severity up to removal from Federal service. The purpose of using progressive discipline is to deter further misconduct by allowing an employee to correct his or her behavior before more severe action is required. Offenses need not be identical to support progressively more severe adverse action against an employee. Some misconduct is egregious enough, or is accompanied by such aggravating circumstances, that progressive discipline is inappropriate and removal or other severe action would be warranted for a first offense.

C. Discipline is generally preceded by counseling or oral warnings, which are informal in nature. Counseling and warnings are conducted privately and in such a manner as to avoid embarrassment to the employee. Employees will be subject to disciplinary action for just and sufficient cause and adverse action for such cause as promotes the efficiency of the service.

D. Disciplinary and adverse actions are applied using the following principles:

1. Decisions on taking disciplinary and adverse actions and determining appropriate penalties are made fairly and equitably.
2. Disciplinary and adverse action procedures are to be followed in all cases to which these procedures apply.
3. Disciplinary penalties are generally progressive.
4. The deciding official will normally be different from the official who proposed a disciplinary or adverse action unless mutually agreed upon by the union and agency.
5. Normally the deciding official will be at a higher level of management than the proposing official.
6. Agency records of discipline and/or adverse actions are maintained in accordance with the agency record retention policies-and Federal regulations. Informal disciplinary actions, and letters of reprimand, will not be used as prior disciplinary history consideration after the expiration; however, may be used in consideration of prior notice of prohibited conduct even after expiration. Suspensions and adverse actions are documented permanently in the employee's record and may be used for consideration of prior disciplinary action even after the agency records have reached the record retention.

Section 32.02 – Investigations

A. Prior to issuing any proposed disciplinary or adverse action, the Agency will normally conduct an investigation-appropriate to the alleged offense to determine whether any action is warranted. All employees being interviewed will be told the general subject matter of the interview. This investigative record will generally include the following:

    1. A statement of the employee(s) alleged to have committed an offense;
    2. Statements from those interviewed if the individual has relevant information in the matter;
    3. Additional evidence to reconcile any conflicting statements;
    4. All relevant evidence shall be documented.

B. Any employee who is interviewed in the investigation, but is not himself or herself the subject of the investigation, will be advised as follows:

    1. That he/she is not the subject of the investigation;
    2. That he/she must cooperate with the investigation;
    3. That he/she may be subject to disciplinary action for making a false statement; and,
    4. That, if at any time during an interview, he/she reasonably believes discipline may result of the inquiry, he/she is entitled to request union representation in accordance with law.

C. Consistent with law and Article 5, Section 5.02 of this Agreement, an employee who is the subject of an investigation, and reasonably believes that the examination may result in disciplinary action against him/her, has the right to have a Union representative present in the examination.

Section 32.03 – Timeliness of Discipline

The Agency will avoid unnecessary delay in initiating and processing disciplinary and adverse actions.

Section 32.04 – Reprimand

A. A reprimand will specify that the employee may be subject to more severe disciplinary action upon any further offense and that a copy of the reprimand will be made a part of the Electronic Official Personnel Folder (eOPF) for up to two (2) years. If there has been no misconduct since its issuance, the reprimand will be removed from the file after one (1) year.

B. The letter of reprimand will inform the employee that s/he has the right to file a grievance over the reprimand under the negotiated grievance procedure, and the right to Union representation. The letter will specify the date by which a grievance must be filed; the name and e-mail address of the management official to whom a grievance should be addressed.

C. Upon request, the employee and/or his designated representative will be provided, in a timely manner, copies of all material relied upon by the person issuing the reprimand. In addition, the employee will be provided statements or material, which clears or excuses the employee from responsibility for the misconduct under investigation, if available.

Section 32.05 – Suspensions of Fourteen (14) Days or Less

A. An employee who receives a proposed suspension of fourteen (14) days or less is entitled to:

1. An advance written notice of fifteen (15) days stating the specific reasons for the proposed action;
2. The right to review and receive copies of all material relied upon by the proposing official. In addition, the employee will be provided statements or material which justify, clear or excuse the employee from responsibility for the misconduct under investigation; and
3. Ten (10) days to respond orally and in writing and to furnish affidavits and other documentary evidence in support of the response.

B. Consistent with law and Article 5, the employee has a right to designate a representative, including an attorney in accordance with law and this Agreement.

C. The employee will be given a reasonable amount of duty time to prepare and present an oral and/or written response to the proposal.

D. After considering the employee's response, the Agency will issue a written decision. The decision will comply with the requirements of regulation and this Agreement.

Section 32.06 – Removal, Suspension for More than Fourteen (14) Days, Reduction-in-Grade, Reduction-in-Pay, and Furlough of Thirty (30) Days or Less

A. An employee against whom such an action is proposed is entitled to:

1. Advance written notice of thirty (30) days stating the specific reasons for the proposed action;
2. The right to review and receive copies of all material relied upon by the proposing official. In addition, the employee will be provided statements or material which justify, clear or excuse the employee from responsibility for the misconduct under investigation; and
3. Twenty (20) days to respond orally and in writing, and to furnish affidavits and other documentary evidence in support of the response.
4. The Agency may provide fewer than thirty (30) days notice when the Agency has reasonable cause to believe that the employee has committed a crime for which a sentence of imprisonment may be imposed, and the Agency is proposing a removal or a suspension (including an indefinite suspension). However, in no case can the Agency provide fewer than seven (7) days notice.

5. When the circumstances require that the employee be kept away from the worksite, the Agency may place the employee in a non-duty status with pay for such time as is necessary to effect the proposed action unless an indefinite suspension is effected.
6. Consistent with law and Article 5, the employee has a right to designate a representative, including an attorney in accordance with law and this Agreement.
7. The employee will be given a reasonable amount of duty time to prepare and present a response to the proposal.
8. After receiving the employee's response, and considering all available information, the Agency will issue a written decision that complies with the requirements of Section 32.10 below.
9. If the Agency wishes to add additional charges between the time it proposes an adverse action and when a decision is issued, the Agency will provide the employee with appropriate notice and a reasonable opportunity to respond, not less than (7) calendar days.

Section 32.07 – Requests for Time Extensions on Proposals

The Agency will not unreasonably deny a request for extension of the time to respond to proposals when the employee provides a valid justification for the extension.

Section 32.08 – Medical Condition

An employee who wishes consideration of any medical condition that may have contributed to a conduct or performance action must notify the Agency within the reply period specified above. The employee shall be given at least fifteen (15) calendar days to furnish medical documentation (as defined in 5 CFR 339.104). If it is not practicable under the particular circumstances to provide the requested medical documentation within fifteen (15) calendar days after the date requested by the Agency despite the employee's diligent, good faith efforts, the employee must provide the medical documentation within a reasonable period of time under the circumstances involved, but no later than thirty (30) calendar days after the date the agency requests such documentation.

Section 32.09 – Off-Duty Misconduct

In cases where a disciplinary or adverse action is proposed for reasons of off-duty misconduct, the Agency's written notification provided for in Sections 32.05 and 32.06 above, will address the relationship (nexus) between the off-duty misconduct and the efficiency of the service in accordance with applicable law including decisions of the Merit Systems Protection Board.

Section 32.10 – Agency Adverse Action Decision

A. In arriving at its written decision on any proposed adverse action, the Agency shall consider only charges specified in the notice of proposed action.

B. The decision letter will:

1. Specify the reasons for the decision, including which incidents and/or charges were sustained or not sustained.
2. Inform the employee that full consideration was given to any reply made by the employee and/or the employee's representative. If a reply was not made by the employee, a statement to that effect should be included.
3. Explain how the Agency resolved any factual disputes that were raised or developed.
4. Inform the employee of consideration of the appropriate and relevant mitigating and aggravating factors such as those enumerated by the Merit Systems Protection Board in cases such as Curtis Douglas, et al v. Veterans Administration, 5 MSPR 280 (1981). If a penalty less severe than proposed is decided, the decision will address the reasons.

C. If the decision is to effect an action specified in Section 32.06, it will specify the reason therefore, the effective date, the action to be taken, and the employee's appeal rights regarding the decision.

Section 32.11 – Grievance and Appeal Rights

A. A decision to take an action specified in Section 32.04, 32.05, or 32.06 may be grieved under Article 33, Negotiated Grievance Procedure, except that actions taken under 32.05 and 32.06 must be filed at step 2 of the grievance procedure

B. The employee may appeal the decision to take an action addressed in Section 32.06 either to the MSPB or under the provisions of Article 33, Negotiated Grievance Procedure, but not both. The decision letter will specify the period during which a grievance must be filed and the name and e-mail address of the management official to whom a grievance should be addressed. The decision letter will specify the period during which an appeal to MSPB must be filed, and that the MSPB regulations and procedures is available on the MSPB website. (U.S. Merit Systems Protection Board (mspb.gov)

C. The choice of the appeal forum is irrevocable. An employee shall be deemed to have exercised his/her option at such time as the employee timely initiates an appeal to the MSPB, or timely files a written grievance, whichever occurs first.

Section 32.12 – Last Chance Agreements

A. "Last Chance Agreements" refer to situations in which the Agency agrees to forgo taking a proposed disciplinary or adverse action against an employee in exchange for the employee's agreement to conform to certain conduct expectations for a set period of time. The understanding is that if the employee does not meet his or her obligation under the agreement, then the Agency is free to effect the proposed disciplinary or adverse action.

B. Reinstatement or implementation of a disciplinary or adverse action pursuant to a "last chance Agreement" will automatically reinstate all of the employee's rights under law, regulation, and this Agreement unless as part of the agreement the employee has waived his/her rights under law, regulation or this Agreement. If

necessary, management will reissue a notice of proposed action and letter of final decision in accordance with the provisions of this Article.

Section 32.13 – Notice to Union

The Agency will provide Council 120, to the extent not prohibited by law, a report of Section 32.04, 32.05, and 32.06 actions taken involving bargaining unit employees no more frequently than semi-annually and upon request.

Article 33 – Negotiated Grievance Procedure

Section 33.01 – Overview

A. The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of grievances filed by bargaining unit employee(s), the Union or the Agency. Prior to filing a grievance, the Parties agree to make reasonable efforts to resolve the matter informally.

B. The Union and the Agency agree that grievances should be settled in an orderly, prompt and equitable manner so that the efficiency of the Agency may be maintained, and morale or employees shall not be impaired. Every effort shall be made by the Agency and the Union to settle grievances at the lowest level of supervision. Employees and their representatives will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal, consistent with 5 USC Chapter 71 and this Agreement, in seeking adjustment of grievances. Employee shall be authorized reasonable time while on duty to prepare and participate in grievances, including individual or group grievances.

C. A "grievance" means any complaint brought forward under this procedure by any bargaining unit employee concerning any matter relating to the employment of the employee, or by the Union concerning any matter relating to employment of any bargaining unit employee, or by any bargaining unit employee, the Union or Agency concerning:

1. The effect, interpretation, or claimed breach of the collective bargaining agreement; or
2. Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment, subject to the limitations in Section 32.02.

Section 33.02 – Scope

A. Except as provided by law, this is the exclusive procedure available to bargaining unit employees for resolution of grievances as described in Section 33.01 above.

B. Grievances on the following matters are excluded from the negotiated grievance procedures:

1. Any claimed violation of subchapter III of Chapter 73 of Title 5 USC relating to prohibited political activities.
2. Retirement, life insurance or health insurance.
3. A suspension or removal under 5 USC 7532.
4. Any examination, certification or appointment.
5. The classification of any position which does not result in the reduction in grade or pay of an employee.
6. Non-selection for promotion from a group of properly ranked and certified candidates.
7. A proposed disciplinary or adverse action.

8. The substance of a critical element or performance standard.
9. Termination of a probationary employee's appointment.
10. Termination of a temporary employee's appointment.
11. Termination of the appointment of a reemployed annuitant.
12. Performance counseling sessions and performance progress reviews.
13. Narrative content of final performance evaluations when the actual rating is not being grieved. (the employee will be able to include comments in the final evaluation)
14. Being placed on a Performance Improvement Plan/Performance Demonstration Period as well as the Notification of a Unsatisfactory Performance.
15. Oral or written admonishments, letters of warning, caution, and counseling.
16. Receipt or non-receipt of a Quality Step Increase unless the employee can demonstrate disparate treatment or unlawful discrimination.
17. Failure to provide notice to the local union regarding details, in accordance with Article 13.02(A) of this Agreement.

C. An employee claiming to be affected by a prohibited personnel practice under Section 2302 (b)(1) of Title 5, USC, may raise the matter under the appropriate statutory procedure or under this procedure, but may not do both. An employee shall be deemed to have exercised his/her option under this provision to raise the matter under either a statutory procedure or this procedure at such time as the employee initiates an action under the applicable statutory procedure or files a grievance in writing under this procedure, whichever occurs first.

D. An employee affected by a matter covered under Sections 4303 and 7512 of Title 5, USC, may raise the matter under the appropriate statutory procedure or under this procedure, but may not do both. An employee shall be deemed to have exercised his/her option under this provision to raise the matter under either a statutory procedure or this procedure at such time as the employee initiates an action under the applicable statutory procedure or files a grievance in writing under this procedure, whichever occurs first.

E. Grievances Related to Performance Management: In order for a grievance regarding a performance evaluation to result in a change in score or performance rating the grieving party must demonstrate, with sufficient evidence, that their performance exceeded the level of performance rating assigned in the subject evaluation. This requirement must be met regardless of the fact there might have been a failure to follow any procedure outlined in the performance management process unless it can be demonstrated that the failure in process bears a direct causal connection to the performance score or rating.

Section 33.03 – Representation

A. An employee, the Union, or the Agency may initiate grievances.

B. In individual grievances, a grieving employee will have the right to be represented by a Union official each step of this process or to represent himself/herself. Group grievances must be filed by the union on behalf of two or more employees. An employee may choose to not have a union official as their representative. An employee choosing such will indicate this choice by providing written notification to the grievance deciding official. In such cases the Agency will notify the Union of the date and time of any grievance proceeding, in which the employee has decided to proceed pro se. The purpose of the notification is to afford the Union the opportunity to be present pursuant to 5 USC 7114(a)(2).

C. Where the grievant elects Union representation, meetings and communication with regard to the grievance and any attempts at resolution shall be made through the designated Union representative.

D. Grievance meetings will be scheduled consistent with the timeframes outlined in this Article and with consideration of the work schedules of the grievant, the union representative, and the management official. When submitting a grievance, the grievant (and representative) will provide three (3) dates and times they will be available to present the grievance. All parties will make every reasonable effort to attend one of these dates and times.

E. Normally only one union representative will represent a grievant. By mutual consent, the Union may bring a new or inexperienced representative along to a grievance meeting with a more seasoned representative, as an observer only. Only the representative designated by the employee will participate in the grievance presentation.

Section 33.04 – Grievance Resolution and Settlement

A. Decisions by the responding party to grant a requested remedy, at any point during the grievance process do not set precedent for future grievances.

B. Settlements must be reduced to writing and may not conflict with the terms and conditions set forth in this agreement without the express written consent of the Council President or designee and the Chief, Workforce Relations Division (CG-124) or designee. This provision covers all settlements of grievances, including those reached through mediation.

C. Settlements of grievances do not set precedent for future grievances unless the parties mutually agree otherwise.

Section 33.05 – Time Limits

A. A grievance concerning a particular act or occurrence must be presented to the Agency within twenty (20) days of the action or date the employee became aware of it.

B. Grievances filed by the Union on behalf of a group of two (2) or more employees, are initiated at step 1 of the grievance procedure and must be filed within twenty

(20) days of the date of the action being grieved or when the grievants could reasonably be expected to have learned of the action being grieved. Employees/Union must include Appendix H with the grievance, listing the names of the employees impacted.

C. Grievances initiated at step 2 of the grievance process, such as actions under Article 18, Section 18.11(F) and Article 32, Sections 32.05 and 32.06 must be filed within twenty (20) days of the date of the action being grieved.

D. A grievance concerning continuing matters may be presented at any time.

E. Failure of the Agency as respondent or the Union in responding to an Agency grievance to meet established time limits will permit the grievance to advance to the next step.

F. Failure on the part of the Union, the grievant or the grievant's representative to meet the timeframes outlined in this article will nullify the grievance.

G. Alleged violations, which predated the twenty (20) day window per Section 33.05 (A), are untimely and will not be considered grievable by the Parties or an arbitrator. Nothing in this section shall preclude arbitrator from making an arbitrability determination.

H. Time limits specified for each step of this procedure shall be computed from the day after the receipt of the grievance or an appeal by the Agency and from the day after the receipt of a response by the Union.

Section 33.06 – Procedures for Employee Grievances

A. The parties will use agreed upon Individual and Group Grievance Forms and agree to provide all of the information requested on the form. The grievance may be submitted electronically using a PDF Fillable version of the form. Any attachments to the grievance form will become part of the record and remain attached during the grievance process.

B. Step 1

1. Grievances must be submitted in writing using the Grievance Form provided as Appendix D, of this Article, to the CG-124 representative responsible for the command in which the grievance originated. The CG-124 representative will forward the grievance for adjudication to the appropriate Step 1 management official and inform the Union of the name, work location and telephone number of the deciding official.

2. Within ten (10) days after receipt of the grievance, the Step 1 official must hold a meeting if one is requested by the grievant or representative. If no meeting is held, the Step 1 official* will issue a decision in writing no later than twenty (20) days after the grievance was filed. If a meeting is held, the Step 1 official* must issue a decision within ten (10) days after the meeting. The meeting is intended to provide the opportunity for the employee to present and discuss aspects of the issues giving rise to his or her grievance with the management official in an attempt to clarify issues and find an appropriate resolution. The decision will either: grant,

partially grant, or deny the relief sought. The Step 1 decision will include the name, title, work location, and work telephone number of the Step 2 official*. Meetings will be held using the most efficient manner whether in person, by conference call, video teleconference or other means.

C. Step 2

1. Except as stated in Section 33.05(C) of this Article, appeals to step 2 shall be filed within fifteen (15) days from the step 1 decision. The appeal to step 2 must be filed using the grievance form. Step 2 grievances must be submitted to same Agency CG-124 representative that received the Step 1 grievance. The CG-124 representative will forward the grievance for adjudication to the appropriate Step 2 management official.
2. Except for grievances filed under Section 33.05(C) of this Article, there is no meeting for an appeal to step 2. The Step 2 official will review the record and issue a decision in writing no later than fifteen (15) days after the Step 2 grievance was filed. The decision will either: grant, partially grant, or deny the relief sought.
3. In the event of a grievance filed under Section 33.05(C) of this Article, a meeting will be held within ten (10) days after receipt of the grievance. The Step 2 official must hold a meeting if one is requested by the grievant or representative. Meetings will be held using the most efficient manner whether in person, by conference call, video teleconference or other means. If no meeting is held, the Step 2 official* will issue a decision in writing no later than twenty (20) days after the grievance was filed. If a meeting is held, the Step 2 official* must issue a decision within ten (10) days after the meeting. The decision will either: grant, partially grant, or deny the relief sought.

*Management has the discretion to designate the deciding official at either step of the process. However, the first line supervisor will not be designated as a deciding official at either step of the process unless the second level supervisor is a flag officer or senior executive.

Section 33.07 – Institutional Grievances

A. Agency grievances shall be initiated in writing by the Director of Workforce Relations or designee and presented to the Council 120 President, or designee, within thirty (30) days of the action or condition giving rise to the grievance. Decisions by the Council 120 President or designee shall be rendered in writing no later than thirty (30) days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Agency.

B. Union institutional grievances shall be initiated in writing by the Council 120 President or designee and presented to the Director of Workforce Relations, or designee within thirty (30) days of the receipt of the action or the condition giving

rise to the grievance. Decisions by the Director of Workforce Relations or designees shall be rendered no later than thirty (30) days following receipt of the grievance. Should the issue remain unresolved, arbitration may be invoked by the Union.

C. Either Party may request one (1) meeting to clarify the issues prior to rendering its decision.

Section 33.08 – Grievance Mediation

A. The parties may mutually agree to take part in mediation at any point during the grievance process as a non-binding attempt at dispute resolution. The Federal Mediation and Conciliation Service (FMCS) will be used to mediate the grievances.

B. The following shall apply to mediation under this Article:

1. Each grievance/dispute will be addressed on an individual basis.
2. The moving party (either the Union or the Agency) will notify the other in writing within seven (7) days of the final decision of its desire to seek mediation. If the responding party agrees to the request, it will notify the other in writing within seven (7) days.
3. If mediation is mutually desired, the moving party will contact FMCS within seven (7) days to obtain the services of a mediator.
4. The Union, the grievant(s) and the Agency will all participate in the mediation. The parties will cooperate with the efforts of the mediator. This does not require that either party agree to any resolution.
5. If the matter is resolved a Memorandum of Understanding (MOU) will be executed detailing the issue and terms of resolution. This MOU will be binding on both parties, and shall be executed in the presence of the mediator, if practicable.
6. Successful mediation is defined as the parties reaching an agreement that resolves the dispute.
7. Any recommendation of the mediator will not be used as evidence during any subsequent arbitration. The mediator will not be called to testify at any subsequent arbitration hearing.
8. The use of mediation will serve to suspend the time limits for invoking arbitration until at least one of the parties decides the mediation process has not been successful. When a party unilaterally declares the mediation unsuccessful it will notify the other in writing. At that time, the time limit for invoking arbitration will resume.

Section 33.09 – Grievances Regarding EEO Matters

A. Before filing a grievance, if the employee alleges discrimination, they may first discuss the allegation with an EEO counselor. This discussion must be within forty-five (45) days after the event causing the allegation or after the date the

employee became aware of the event. If an allegation is brought forward forty-five (45) days after the event, their formal complaint may be dismissed.

B. The counselor shall have thirty (30) days to resolve the matter informally. This may be extended if alternative dispute resolution (ADR) is chosen as method of resolution. If the counselor is unsuccessful, he/she will give the employee a written notice stating his/her right to file either a formal complaint under the statutory EEO procedure or a grievance under this procedure.

C. If the employee elects to file under the negotiated grievance procedure, he/she shall proceed under Section 33.06(B) of this article within fifteen (15) days and if the counseling process was used, attach a copy of the counselor's notification to the grievance. The EEO counselor will advise the employee of the name of the servicing CG-124 Specialist with whom the grievance may be initially filed.

D. This designation will take place upon receipt of the grievance, and notification will be sent to the Union identifying the deciding official. Nothing precludes the Union from raising their objections of a designated deciding official to CG-124. These objections should be presented in writing (email is sufficient) and provide sufficient information for CG-124 to make a determination and must be presented within one (1) workday of the designation of a deciding official. CG-124 will provide the Union with a final decision on the matter within one (1) workday or contact Union with a projected timeline.

E. If the employee does not elect to use EEO counseling, any grievance must be initiated within twenty (20) days of the event, which gave rise to the allegation, or after the date the employee became aware of the event in accordance with the above procedure.

Article 34 – Arbitration

Section 34.01 – Overview

A. This Article shall be administered in accordance with the Federal Service Labor- Management Relations Statute, Title 5, USC, Chapter 71, and this Agreement. This Article establishes the procedures for the arbitration of disputes between the Union and the Agency, which are not satisfactorily resolved by the negotiated grievance procedure found in Article 33, Negotiated Grievance Procedure.

B. The officials authorized to invoke arbitration are:

1. The Council President or designee for bargaining unit-wide grievances, institutional grievances, or grievances affecting employees in more than one Local's jurisdiction;
2. The Local President or designee for individual employees' grievances, grievances affecting more than one employee in that Local's jurisdiction; or
3. The Agency, the Chief, Office of Civilian Workforce Relations (CG-124) or designee.

C. Official delegations will be given to the other side in writing.

1. If hand delivered, proof of service must accompany the completed Invocation of Arbitration, Appendix F.
2. If mailed, the appeal and the completed Invocation of Arbitration, Appendix F, must arrive in an envelope with a U.S. Postal Service Postmark. The U.S. Postal Service Postmark will be used to determine the date of invocation.
3. If emailed, the appeal and the completed Invocation of Arbitration, Appendix F, must be attached. The date of the email will be used to determine the date of invocation.

D. Arbitration must be invoked within thirty (30) days of the date of the final grievance decision. In the event an incomplete Invocation of Arbitration, Appendix F, is submitted within the thirty (30) day timeframe, the receiving party will inform the moving party of the deficiencies. If these deficiencies are not addressed within ten (10) days by the moving party, or the arbitration invocation is withdrawn, the last preceding Agency or Union written response will be considered final.

Section 34.02 – Arbitrator Selection

A. The following timelines and procedures will be followed:

1. Within seven (7) days from invoking arbitration, the moving party will request from the Federal Mediation and Conciliation Service (FMCS) a

list of seven (7) impartial persons to act as arbitrators from the appropriate geographical area.

2. The moving party will bear the costs of obtaining the list.
3. The Parties will have up to fifteen (15) days to review the list and meet (e.g., in person, Video Teleconference, or by telephone) to select the arbitrator.
    a. This meeting may be postponed by mutual consent.
    b. If the parties cannot agree upon an arbitrator, the parties shall each strike one (1) name from the list alternately and then repeat this procedure until only one name remains.
    c. For the purposes of striking arbitrators the moving party may decide whether to strike first or second.
    d. At any time the parties may agree to obtain a new list of arbitrators from the FMCS. If an arbitrator is not selected within twenty (20) days from the receipt of the FMCS list due to a delay on the part of the moving party, the matter shall be considered withdrawn unless mutually agreed otherwise.
    e. If the delay is caused by the responding party, the FMCS shall be empowered to make a direct designation of an arbitrator to hear the case, from the new list.

B. Upon selection of the arbitrator the Parties shall jointly communicate with the arbitrator and one another to select an agreeable date for the submission of prehearing motions and responses, if any, and establish a date for the hearing.
    1. Hearings over employee grievances shall take place at the site where the employee works, unless otherwise mutually agreed. If more than one local or employee worksite is involved, the parties will mutually agree on the site of the hearing. If the parties cannot agree, the site will be determined based on the most cost effective location to the Agency.
    2. If the hearing is not scheduled within ninety (90) days from the date the arbitrator is selected due to delay on the part of the moving party, the matter shall be considered withdrawn.
    3. If the delay is due to the responding party, the moving party may contact the arbitrator within ten (10) days after the end of the ninety (90) days and the arbitrator will select the hearing date.
        a. In the event the arbitrator must select a date for this reason, the date will be no sooner than forty-five (45) days and not later than seventy-five (75) days from the date the arbitrator is contacted.

C. The moving party must provide the arbitrator with a copy of this Agreement prior to the hearing.

D. If the timelines above are not met by the moving party, then the matter shall be considered withdrawn unless mutually agreed otherwise.

Section 34.03 – Prehearing Matters

A. The parties shall communicate at least thirty (30) days in advance of the arbitration hearing in an attempt to agree on a joint submission of the issue(s) for arbitration. If the Parties are unable to agree on a joint submission, each Party will prepare a statement of what it believes the issue(s) to be. The arbitrator will have the final authority to determine the issue(s) to be decided and notify the Parties prior to the hearing.

B. The Parties will exchange lists of witnesses at least ten (10) days in advance of the hearing and indicate the nature of the testimony, e.g., direct observation of an incident, knowledge of bargaining history for each witness. Disputes as to the relevance of a witness or redundant testimony will be resolved by the arbitrator.

C. The grievant and employees who are called as witnesses will be excused from the performance of their normal duties to the extent necessary to participate in the arbitration proceedings and during such times these employees shall continue in a pay status.

D. If the union representative is an Agency employee, he or she will be on official time, in accordance with Article 37 of this Agreement.

E. Either party may have an observer attend by mutual consent.

F. If the Parties agree to stipulation of facts, they shall request a summary judgment from the arbitrator. The Parties will jointly submit all the stipulated facts to the arbitrator prior to the hearing for a decision. The arbitrator will follow Section 34.08 of this Article for issuing the award.

Section 34.04 – Grievability/Arbitrability

The arbitrator has the authority to make all grievability and/or arbitrability determinations. If either party raises an issue of grievability/arbitrability, the arbitrator will hear the threshold issues in the hearing prior to hearing the merits. However, there will be no separate hearing for grievability/arbitrability issues, except by mutual consent. Upon mutual consent of the parties, threshold issues arising under this section will be submitted to the arbitrator by brief, and the arbitrator will decide the threshold issue prior to a hearing on the merits of the underlying grievance. If the arbitrator finds that the grievance is not grievable/arbitrable the arbitrator will not address the merits of the case in the award.

Section 34.05- Cost

A. The arbitrator's fees and expenses shall be borne equally by the parties to the arbitration.

B. In the event either Party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a

cancellation or postponement fee, the Party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the Parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the Parties will equally bear the cost of the fee, unless the Parties agree otherwise.

C. Court Reporter and Transcript:

   a. Unless mutually agreed by the Parties, the Party requesting the court reporter and transcripts will bear the cost. The transcript will not be shared with the non-paying Party.

   b. If both Parties want a transcript, the expense will be shared equally.

D. At the Agency's discretion they may pay travel and per diem expenses for employee witnesses and the Union representative on a case-by-case basis.

E. Each Party will be responsible for their costs related to arbitration unless otherwise specified in this article.

Section 34.06 –Authority of the Arbitrator

A. An arbitrator selected under this article is obligated to recognize that he or she is serving within the context of Federal law and applicable regulation involving Federal Service employees. The arbitrator is obligated to consider applicable precedence of the Federal Labor Relations Authority, U.S. Merit Systems Protection Board and courts of competent jurisdiction in determining a ruling and a remedy for cases presented to them.

B. The arbitrator's decision shall be final and binding subject to the parties right to take exceptions to an award in accordance with law or the grievant's right, if applicable, to initiate court action. However, the arbitrator shall be bound by the terms of this Agreement and shall have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement. The arbitrator may retain jurisdiction over a case when necessary to clarify the award and to hear motions for attorney fees, and will retain jurisdiction in all cases where exceptions are taken to an award and the Federal Labor Relations Authority sets aside all or a portion of the award.

   1. The cause needed to sustain performance-based actions and disciplinary actions shall be as follows:

      a. For reprimands and suspensions of fourteen (14) days or less the standard shall be "just and sufficient cause."

      b. For suspensions greater than fourteen (14) days, demotions and removals the standard shall be for "just cause as will promote the efficiency of the service."

      c. For performance related demotions and removals based on 5 CFR 432 the standard applied is unacceptable performance in one or more core competencies/critical elements.

C. An arbitrator accepting jurisdiction of a matter under this article shall be governed by Title 5 of U.S. Code, the precedents of the U.S. Merits Systems Protection Board and Federal courts in rendering a decision on matters that could have been appealed to the Merit Systems Protection Board and Federal courts.

D. In other than disciplinary, adverse or performance-based actions, the burden of proof and production shall rest with the Party bringing the case to arbitration.

Section 34.07 – Arbitration Hearing

A. The arbitration hearing shall be closed to anyone other than the participants in the arbitration hearing, unless the Parties otherwise agree in writing.

B. Witnesses will be sequestered at mutual consent of the Parties.

C. The Parties to the arbitration are entitled to present evidence material to the issue determined by the arbitrator, and to cross-examine witnesses appearing at the hearing. The hearing shall be conducted expeditiously in a professional manner. The arbitrator may receive any oral or documentary evidence, except that irrelevant, immaterial, unduly repetitious, or privileged evidence may be excluded by the arbitrator.

D. No interested person shall make or knowingly cause to be made to the arbitrator an *ex parte* communication unless agreed upon by the parties.

E. Either party may submit a post-hearing brief. The arbitrator will determine the date that the briefs are due.

Section 34.08 – Arbitrator's Award

A. Any award may not include assessment of expenses against either Party other than as permitted by law or as specifically provided for in this Agreement. In rendering a decision, an arbitrator must demonstrate such an award is consistent with regulation and law.

B. If no exception or other appropriate legal action is filed within the time limit established by statute and/or FLRA regulation, the award is final and binding. The appropriate Party will promptly take the actions required by the final award after it becomes final and binding, except as provided by the Award.

C. The arbitrator shall normally make the award within thirty (30) days after the close of the hearing, or the closing date of the filing of any briefs, whichever date is later, unless the Parties agree to some other time limit.

D. If the Award is not issued after the ninety (90) days from the close of the record either ay contact the FMCS and request that they intervene.

Article 35 – Contracting Out/Privatization & Insourcing

Section 35.01 – General

A. The Agency shall comply with applicable laws, rules, regulations, and policies in all aspects of the contracting, reengineering, realignment, redistribution, reviews, studies, or other similar initiatives of work processes that are not excluded from collective bargaining under 5 USC 7106(a) or 7117.

B. Within thirty (30) days from the effective date of this Agreement, the Agency will notify the Union of the location on its web site for its rules, regulations, and policies applicable to sourcing decisions. If any of these rules, regulations or policies are not posted on the web site, the Agency will provide a copy to the Union at that time. The Agency will notify the Union of any changes to these rules, regulations, and policies in accordance with Article 39, Negotiations.

C. The Union will be notified when any additions, changes, deletions, and supplements to any Federal statutory procurement provisions applicable to the Agency or to any Agency-level regulations and policies applicable to sourcing decisions are posted on the Agency's website.

D. The Agency will provide to the Union on request copies of all reports to Congress required by Section 327 of Public Law 110-181 concerning public-private competitions, affecting the bargaining unit. There will be a presumed particularized need for such information. The Agency will not be required to provide any procurement-sensitive information.

Section 35.02 – Agency Inventories

A. Employee Inventories: Within five (5) workdays of the notice of availability of the Agency's Federal Activities Inventory Reform (FAIR) Act Inventory being posted in the Federal Register, the Agency shall notify the Union where on its website the Agency's FAIR Act Inventory is posted. Such posting will occur within ten (10) workdays. If it is not posted in a sortable format, such as Microsoft Excel, the Agency will provide the Union with such a document.

B. Service Contract Inventories: The Agency shall ensure that an electronic copy of the Agency's Service Contract Inventory list is posted on the Department website and is available in a sortable format, such as Microsoft Excel.

Section 35.03 – Public-Private Competitions

A. The procedures in this Section apply to all A-76 actions that affect the bargaining unit.

1. Process:

a. When bargaining unit employees are involved, prior to beginning a formal study for competition and/or an Office of Management and Budget approved alternative competition study, the Agency shall provide a detailed briefing to up to three (3) Union representatives and those employees performing the functions approved to be studied. The briefing will include, at a minimum, the type of

study to be performed, the overall process, procedures, employee rights, and roles of Agency personnel. If the employees or the Union representatives are geographically dispersed, the Agency may use teleconference or video conferencing so that all can be included together. The Agency shall also provide the Union with electronic copies of the briefing materials.

b. The Agency shall provide the Union with the following materials at the beginning of formal study for competition:

   i. The tentative schedule for the A-76 process;

   ii. A list of all potentially affected employees with the following information for each: job title, current position description, grade, step, work unit, and work location; and

   iii. All Agency correspondence authorizing or directing the undertaking of the A-76 process.

c. The Agency will allow the Union one representative to participate on each Performance Work Statement, Most Efficient Organization and any corresponding BPR teams established for each phase of a formal study under this Article involving bargaining unit employees. The Union's representative assigned to these teams will sign the same non-disclosure agreement and be bound by the same obligations to protect confidential information as all other members. The Union agrees to provide a different representative for each team (e.g., Performance Work Statement, Most Efficient Organization) within a study as required by governing Federal regulation.

d. The Agency shall provide to the Union and potentially affected employees the location of the website where documents and information made available to bidders is located. All information pertaining to the action that is not prohibited from disclosure under federal law will be posted on the same day as available to bidders.

e. The Agency shall provide the Union and employees with periodic briefings throughout the competition and throughout the post-competition transition phase. The frequency of the briefings will increase as more information becomes available. Such briefings will include but not be limited to:

   i. Actions taken since the previous briefing;

   ii. Actions scheduled to take place before the next briefing;

   iii. Any changes in the A-76 schedule; and

   iv. Identification of the employees' and Union's role in each of these initiatives.

2. Competition Start:

a. The Agency will provide the Union with notice that a formal public announcement of an OMB Circular A-76 competition will be announced at least two (2) workdays prior to the formal public announcement. The parties recognize that such notice cannot release information that is procurement sensitive.

b. No later than the formal public announcement date of each OMB Circular A-76 competition, the Agency shall provide the Union a list of bargaining unit employees occupying positions included in the study with the following information about each: job title, position description, grade, step, work unit, and work location, to the extent it is changed from what has been provided previously.

c. The Agency will train Performance Work Statement and Most Efficient Organization team participants/employees concerning their duties and obligations under all laws, rules, and regulations. The Agency has determined that the assignment of the Union's representative will be treated as an assignment of work for the purposes of duty time to participate.

d. The Agency shall provide the Union advance notification of, and the opportunity to participate in, all meetings, electronic conferences, site visits, conferences, and/or de-briefing sessions with actual or potential bidders related to OMB Circular A-76 competitions, when such meetings, conferences, debriefings, etc. are open to all bidders.

e. For any OMB Circular A-76 competition, the Agency shall release the certified Standard or Streamlined Competition Form and the Agency Tender as authorized by the OMB Circular and as consistent with law or government-wide rule and regulation in effect on that date.

3. Competition End:

a. The Agency will provide the Union and all affected employees written notification of formal public announcement of the end date of an OMB Circular A-76 competition on the same date as the public announcement provided sufficient time remains in the workday. The notification will include all information contained in the formal public announcement.

b. The Agency shall conduct the debriefings required by OMB Circular A-76 and the Federal Acquisition Regulation with the Union and all affected employees in a timely manner.

c. The Agency will provide the Union and all affected employees written notification of a cancellation of an OMB Circular A-76 competition on the same day as the public announcement of the cancellation provided sufficient time remains in the workday. The

notification will include all information contained in the formal public announcement.

d. Information regarding all contests filed by interested parties shall be released as authorized by the OMB Circular and as consistent with law or government-wide rule and regulation in effect on that date.

4. Direct Conversions:

a. The parties understand that the Coast Guard is currently prohibited from making any direct conversions. If the Agency becomes able to take such actions, the parties will negotiate over procedures and appropriate arrangements for adversely affected employees.

Section 35.04 – Arrangements for Employees

A. Right of First Refusal - In the event that an aforementioned initiative results in a decision to contract out work, the Agency will adhere to requirements for right of first refusal outlined in OMB Circular A-76 and the Federal Acquisition Regulation.

B. VERA/VSIP - In the event that a formal study under this Article results in a decision to contract out work and/or adversely impacts bargaining unit employees, the Agency will seek Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP) authority from the Office of Personnel Management. If authorized by the Office of Personnel Management, the Agency will offer VERA/VSIP to the affected employees. The VERA/VSIP authority will be concurrent with other methods used to draw down the workforce and/or facilitate other agency opportunities for the affected employees.

C. The Union retains the right to negotiate additional procedures and arrangements for adversely affected employees that are not already specifically provided in this Agreement regarding specific decisions by the Agency any of the aforementioned initiatives to employees as they occur. If the Union chooses to bargain, Agency implementation will be held in abeyance pending the completion of bargaining, including the resolution of any impasse disputes barring an emergency situation.

D. Agreements reached as a result of studies completed prior to the effective date of this Agreement will remain in effect under the terms of such agreements.

Section 35.05 – Insourcing

A. Upon request, the Agency will notify the Union of where on its website the Agency posts its insourcing guidelines and procedures, including but not limited to those required by Public Law 111-8 Division D Section 736, and notify the Union of changes thereto as they are proposed and finalized. If any of these guidelines and procedures are not posted on the web site, the Agency will provide a copy to the Union at that time.

B. The Agency will follow all applicable laws, rules, regulations, and this Agreement when filling job opportunities that resulted from insourcing.

Section 35.06 – Reorganization

The Union will have the right to bargain over the impact and implementation of any negotiable reorganizations, including BPRs that affect bargaining unit employees. Once the Agency reaches decisions on initiating Article 39, Negotiations will be observed.

Section 35.07 – Point of Contact

Upon Request,-the Agency will notify the Union of the point of contact for information for sourcing matters.

Article 36 – Dues Withholding

Section 36.01 – Overview

The Agency recognizes it must honor and ensure an appropriate allotment is processed in accordance with 5 United States Code (USC), Section 7115 of "The Federal Service Labor-Management Relations Statute" or "The Statute."

Section 36.02 – Union Dues

A. Any employee with questions regarding this article, including beginning and ending dues withholding, will be directed to the Union. The Union will explain the requirements of the law and this Agreement and take action accordingly.

B. Information regarding dues withholding will not be disseminated to any individual outside of those who have a need to know.

Section 36.03 – Process

A. The Union will submit a completed Standard Form (SF) 1187 "Request for Payroll Deductions for Labor Organization Dues" or SF-1188, "Cancellation of Payroll Deductions for Labor Union Dues" to their respective Workforce Relations Specialist (CG-1214).

B. Upon receipt of the properly completed SF-1187 initiated by represented bargaining unit employees, CG-1214 will process the allotment with an effective date no later than the second pay period following the receipt.

C. Union members who have authorized Union dues withholding may revoke their payroll deduction of dues once a year on the anniversary date of the first withholding. Any such dues withholding may not be revoked until the deductions have been in effect for a period of one (1) year. Dues withholdings which have been in effect for at least one (1) year may be revoked by submitting SF-1188, or its equivalent, to their designated local union representative. The annual period for submission of the SF-1188 will be during the thirty (30) day period preceding the anniversary date of initial dues withholding. The revocation will be made effective the beginning of the pay period after the anniversary date. The Union will procure the forms as needed and will make them available to the Union members.

D. Upon receipt of the properly completed SF-1188, the Union Representative must certify by date and signature or other date stamping device the date the SF-1188 is given to the Union representative. The SF-1188 will be delivered to their respective Workforce Relations Specialist (CG-1214) prior to the close of the pay period of the anniversary date.

E. In the event an employee who has authorized dues withholding is reassigned or promoted to a different location within the bargaining unit, every effort will be made to ensure dues withholding are continued and remitted to the appropriate local.

F. Employees who temporarily cease dues allotment because of a temporary assignment to a position not in the bargaining unit will have their dues allotment reinstated promptly upon return to a position within the bargaining unit.

G. In the event an issue arises and funds are not deducted properly (e.g. reassignment, 1187/1188 not processed), the Union will notify CG-124 of the issue and provide all pertinent information. CG-124 will notify the Union when the issue has been resolved.

Section 36.04 – Changes in Dues Withholding Amounts

A. The Union may change the amount of the Union dues deducted per employee. Authorized Union officers shall forward a statement to Chief, Workforce Relations Division (CG-1214), indicating the dues change.

B. Such statement must be received fourteen (14) days prior to the first day of the pay period in which such change is to be effective. Changes will be effective the first pay period after timely receipt by Chief, Workforce Relations Division (CG-124).

Section 36.05 – Actions Pursuant to Article 2, Section 2.04

If the Agency removes an employee from dues withholding based on a belief that the employee's position is outside the bargaining unit, and the Federal Labor Relations Authority determines that the Agency acted improperly, the Agency will promptly reinstate the employee's dues withholding authorization and make the Union whole for all lost income.

Article 37 – Union Rights and Responsibilities
(includes official time, office space, and access to facilities)

Section 37.01 – Exclusive Representation

Pursuant to 5 USC 7114 (a)(1), the Union has the right to represent bargaining unit employees and to designate representatives for the purpose of collective bargaining, the filing of grievances and such other labor-management relations activities as are in accordance with applicable law and regulation.

Section 37.02 – Representation Requirements

A. Formal Discussions:

1. Pursuant to 5 USC 7114(a)(2)(A), the Union shall be given the opportunity to be represented at any formal discussion between one or more employees it represents and one or more representatives of the Agency concerning any grievance (to include settlement discussions) or any personnel policy or practice or other general condition of employment. This right to be represented does not extend to informal discussions between an employee and a supervisor concerning a personal problem, counseling, work methods, individual work performance and assignments.
2. The representative designated by the Union will be given advance notice of any formal discussion that is to be held. The Agency shall notice the Local Union President or Designee. If the meeting covers more than one Local, notice will be sent to the Council President or Designee. Normally, the Union will be given at least a five (5) day notice of the meeting. The Agency will make every reasonable effort to provide advance notice. The notice will include the name of the management representative(s) of the organization conducting the discussion, the agenda/purpose of the discussion, copies of prepared statements or documents that will be distributed at the meeting, the location, date, and the time.
3. If requested by the attending union representative prior to the start of the formal discussion, the management representative will ask the union representative to introduce himself/herself to the group. Furthermore, the management representative will permit the union representative to ask relevant questions and will ask the union representative if they have any comments or statements prior to the conclusion of the meeting. The union representative will have full participatory rights in their official union capacity at the meeting. At any formal meeting, the Union Representative may inform employees if they wish to discuss meeting topics in private. The employee may discuss the matter with a Union Representative following the meeting. These discussions shall be no more than seven (7) minutes. In the event the discussion lasts longer than seven (7) minutes official time must be requested in accordance with Section 37.05.

Section 37.03 – Union Responsibilities

A. The Union, as the exclusive representative, is responsible for representing the interest of all employees in the unit it represents without discrimination and without regard to labor organization membership. This responsibility extends only to those matters in which the Union is the exclusive representative for example, the collective bargaining, grievance, and arbitration processes.

B. The Union is not required to represent or assist employees in any other matters, such as proposed adverse actions, Merit Systems Protection Board (MSPB) appeals, Equal Employment Opportunity complaints, Workers Compensation claims and other appeal procedures.

C. Union representatives, when acting in an official representational capacity, are entitled to appropriate treatment within the context of labor-management relations by their Agency counterparts. When a Union Representative is contacted by an employee, the interaction shall be no more than seven (7) minutes. In the event the interaction lasts longer than seven (7) minutes, official time must be requested in accordance with Section 37.05.

Section 37.04 – Designation of Representatives

A. Union representatives shall be designated by the Union and shall be recognized as employee representatives subject to any provision of law, rule, regulation, Agency policy, and this Agreement.

B. An up-to-date list of representatives for all levels of the bargaining unit will be supplied to the Chief, Office of Civilian Workforce Relations (CG-124), within thirty (30) days from the effective date of this Agreement, as provided in Article 39, Negotiations, and at least annually thereafter. Unless included on this up-to-date listing, employees will not be considered representatives or be entitled to act on behalf of the Union under the provisions of this Agreement. The Union must identify all representatives selected after the effective date of this Agreement in writing to the Agency before they may be recognized as employee representatives.

C. The Agency recognizes the Union's right to designate its representatives. If the Union utilizes the services of an outside representative he/she is bound by Agency policy and regulation regarding access to operations, facilities, services, and security. Once designated, such representative shall be viewed by the Agency as having the full authority to commit the Union to a course of action unless the Union specifically states otherwise both in advance of any dealings and in writing. The Union may designate a non-attorney, non-bargaining unit employee as its representative in any matter with the understanding that individual agrees to be subject to Agency security and applicable policies.

Section 37.05 – Official Time

A. Official time for designated union representatives will be authorized as follows:

1. Council 120 will be authorized two (2) full-time (i.e. 100 percent) representatives on official time for the performance of Coast Guard

representational matters and to participate in Department level initiatives as requested by the Department.

2. All other authorized union representatives:

   a. Will be authorized official time for representational activities that fall under sections 7131(a) and 7131(c) of title 5, United States Code (USC), which includes negotiations and proceedings before the Federal labor Relations Authority (FLRA). This does not include preparation for such activities, unless ordered by the FLRA.

   b. Will be authorized official time for other representational activities that, in accordance with 7131(d) of Title 5, United States Code, are reasonable, necessary, and in the public interest. Representational activities shall not exceed twenty-five (25) percent of their yearly work hour requirement. Except as provided for in A(2)(a) of this Section, representatives must spend seventy-five (75) percent of their yearly work hour requirement performing agency business or attending training necessary to the execution of the duties of the position. These percentages will be prorated for part-time employees. This will apply regardless of whether the time falls within the life of the Agreement.

   c. Representatives that reach or exceed the limit above may request annual leave, credit hours, compensatory leave, or leave without pay in accordance with Article 8, Leave.

3. The parties recognize that representatives on 100% official time cannot be rated for purposes of performance appraisal ratings of record. Therefore, an employee on 100% official time will not receive performance progress reviews or an annual performance evaluation. Service credit for reduction-in force purposes for the employee on 100% official time will be determined in accordance with 5 CFR 351.

B. Internal Union Business

1. Official time shall not be used for any activities relating to the internal business of the Union. Examples of internal union business include, but are not limited to:

   a. Solicitation of membership;

   b. Elections of Union Officials, including campaigning for election;

   c. Collection of dues;

   d. Payment of union bills;

   e. Meetings to conduct or discuss internal union business;

   f. Training in the conduct of internal union business

2. Official time shall not be used to engage in lobbying activities in accordance with Federal law, rule and regulation.

3. Union representatives who are scheduled to be absent on internal Union business that does not qualify for Official Time usage must request leave in accordance with Article 8, Leave.

C. Legal Authority

1. In accordance with 5 U.S.C. 7131:

a. "Any employee representing an exclusive representative in the negotiation of a collective bargaining agreement under this article shall be authorized official time for such purposes, including attendance at impasse proceeding, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized under this subsection shall not exceed the number of individuals designated as representing the agency for such purposes."

b. "Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) shall be performed during the time the employee is in a nonduty status."

c. "Except as provided in subsection (a) of this section, the Authority shall determine whether any employee participating for, or on behalf of, a labor organization in any phase of proceedings before the Authority shall be authorized official time for such purpose during the time the employee otherwise would be in a duty status."

d. "Except as provided in the preceding subsections of this section:"

"any employee representing an exclusive representative, or"

"in connection with any other matter covered by this chapter, any employee in an appropriate unit represented by an exclusive representative,"

"shall be granted official time in any amount the agency and the exclusive representative involved agree to be reasonable, necessary, and in the public interest."

D. Appropriate Uses of Official Time

1. The following list is not intended to be all inclusive but instead is intended to provide examples of situations where official time may be authorized. Official time must be requested in accordance with section 37.05E. Official time should be authorized in any situation that is in accordance with Federal law, rule and regulation.

a. Examples of situations where official time may be authorized

under 5 USC 7131(a):

i. Term negotiations.

ii. Midterm negotiations.

b. Examples of situations where official time may be authorized under 5 USC 7131(c), at the Federal Labor Relations Authority's determination:

i. To prepare for arbitration, present arbitration cases, and for any purposes required by the arbitrator after the hearing (e.g., writing post-hearing briefs).

ii. To meet with an AFGE National staff representative who has been designated to represent the Union in a grievance, arbitration, or Unfair Labor Practice (ULP) charge and for which the Agency is a party.

iii. To participate in a Federal Labor Relations Authority investigation or hearing as a representative of the Union when the Agency is a party to the matter.

c. Examples of situations where official time may be authorized under 5 USC 7131(d):

i. To prepare for term or mid-term negotiations.

ii. To confer with employees or groups of employees with respect to any matter for which remedial relief may be sought pursuant to the terms of this Agreement, including investigatory meetings to determine whether or not it is appropriate to seek remedial relief.

iii. To prepare witnesses for third party cases where the Agency and the Union are a party to the matter.

iv. To prepare a reply to a notice of proposed disciplinary, adverse or unacceptable performance action when the Union is designated as the employee's representative.

v. To prepare reconsideration statement in connection with the denial of a within-grade increase.

vi. To serve on any Committees or teams in an official Union capacity in accordance with this Agreement or applicable Local Supplemental Agreement.

vii. To prepare and maintain records and reports required of the Union by the Agency.

viii. To review and prepare correspondence which is related to the administration of this Agreement.

ix. To attend formal discussions and investigatory meetings, if designated as the representative.

x. To meet with Agency officials to discuss conditions of employment.

xi. Any other meetings between the Agency and the Union in accordance with this Agreement or applicable Local Supplemental Agreement.

2. Overtime, compensatory time, or credit hours for official time is not permitted as hours of work within the meaning of the pay regulations. The exception to the overtime prohibition for representational functions provides that if an employee/ representative is already on overtime, credit hours, or comp time for the primary benefit of the government, and an issue arises, official time may be granted.

E. Official Time Requests

1. Requests for use of official time shall normally be made by providing the Official Time Request Form, Appendix B, in advance to the immediate supervisor of the requestor. A proper request for official time must include the location, the general purpose the visit (i.e., the category of representational activity), and the expected return time. Requests will be made in quarter hour increments (i.e. .00, .25, .50, .75).

2. Requestors must keep their supervisor apprised of any changes to their initial request for official time at the earliest reasonable opportunity.

3. Immediately upon return to the work site and prior to returning to duty, the representative shall inform their supervisor of their return.

4. Requestors must complete the "actual time used" section of Appendix B after use of official time and submit to their supervisor for final approval as soon as possible, normally before the end of the day.

5. Requests for official time under Section D(1)(c) above that are approved by the representative's supervisor, are approved on a conditional basis, subject to the availability of the representative's 25% limitation. If the representative has reached the 25% limitation, the conditional official time will be cancelled and the representative will be responsible for requesting annual leave, credit hours, compensatory leave, or leave without pay upon notification by the agency of the cancellation.

6. If approved, the use of official time shall be recorded on the requestor's time sheet or in the automated Time and Attendance database.

7. Any request for official time not submitted in accordance with this provision may be denied.

8. The Agency will not pay tuition, fees, premium pay, travel or per diem for approved official time, unless required by the Agency or otherwise specified in this Agreement.

9. The Agency will pay for travel or per diem if required by law, rule, or regulation.

10. Council 100% representatives are authorized maximum telework or remote work, provided that this incurs no additional cost to the Agency, beyond what would be incurred had the representative remained in the local commuting area of their position of record.

11. Union representatives that have an approved telework agreement may request to telework to perform authorized representational activities on an "in office" day. Requests will not be denied for arbitrary or capricious reasons.

F. Training

1. Official time for training will be subject to the allotment set forth in Section 37.05(A)(2). Requests exceeding this total will be reviewed on a case-by-case basis.

2. Requests for official time to attend training must be submitted by the Council President or designee directly to the Chief, Office of Civilian Workforce Relations (CG-124) or designee, for review and approval. These requests will contain an agenda and normally be submitted at least ten (10) days prior to the date of the proposed training. Training will normally be approved if it is intended for the mutual benefit of the Parties pursuant to this Agreement or the Statute, but may be denied based on the needs of the Agency or other exigency(s). Reasonable requests for additional time off (i.e., compensatory time, credit hours, annual leave) in conjunction with this official time for training will normally be granted. Examples of training are topics which promote effective labor-management relations, such as contract negotiation and administration, grievance processing and information relating to relevant Federal personnel/labor relations laws, regulations and procedures and any other relevant training. Training related to the internal business of the union will not be approved. Examples of training related to internal business of the union includes, but is not limited to, the topics listed in Section 37.05(B) of this Article.

3. The Agency will normally make decisions regarding requests for official time for training within five (5) days of receipt, if the request is submitted in accordance with paragraph 37.05(F)(2) in advance of the date or dates of the training, reserving the right to change that decision if there are compelling and overriding work exigencies. The Agency will not pay tuition, fees, travel, premium pay, or per diem expenses for training under this section.

4. Any request for official time to attend training not submitted in accordance with this provision may be denied.

Section 37.06 – Facilities and Services

A. Office Space, Furnishings, and Equipment

1. Non-Council Representatives

    a. AFGE Council 120 will be authorized a union office space at Coast Guard facilities in the following locations: Boston MA; New York, NY (Sector NY); Baltimore, MD (SFLC); Washington, DC (Headquarters); Topeka, KS (PPC); Chesapeake, VA (FINCEN), Miami, FL (SILC/Base Miami); Falling Waters, WV (NVDC); San Juan, PR (Sector); Kodiak, AK (SILC/Base Kodiak); Base Cape Cod; Base Alameda; USCG Academy, CT. Should the Union no longer need or utilize the above offices, the Union will promptly notify the Workforce Relations Division (CG-124) so the space can be repurposed.

    b. Where Union office space is not provided, representatives will be provided, upon request, access to private space within the vicinity of the work area for purposes of meeting with and consulting with bargaining unit employees on representational matters.

    c. The Agency will ensure that the following are available in each union office identified in 37.06(A)(1) above:

        i. A desk and a chair, commensurate with that provided to the typical management official in that location;

        ii. Standard Coast Guard workstation with internet, intranet and CG approved software;

        iii. The offices of the Council President and Vice President shall each have a CAC enabled black and white printer and network access to an agency color ~~printer~~ nearby. Any other union office location that does not have a functional CAC enabled printer nearby shall be provided a CAC enabled black and white printer in the union office.

        iv. Access to copy machines;

        v. Telephone commensurate with that available in the local facility;

        vi. Four drawer locking file cabinet;

        vii. Routine office supplies (excluding consumables such as paper, pens, etc.); and

        viii. Lockable door.

    d. The Union may be granted access to internal mail, video equipment, and other office services routinely used in that workplace location. The Union will follow the same reservation and use procedures as all other users.

    e. Where there are facilities they shall be made available for Union

meetings and membership drives, before or after duty hours or during lunch periods, or other authorized times if such space is not already committed. The Union will follow the same reservation and use procedures as all other users.

2. Council President, Vice President, and Treasurer

    a. The Council 120 President, Vice President, and Secretary Treasurer will be supplied with an additional four (4) drawer lockable file cabinet for the exclusive use of these officers in maintaining the confidentiality of information shared with them by the Agency. When needed, Council officers will be given access to a private space with conference telephone and computer for holding conversations with Agency officials. Established procedures for scheduling use of the space must be followed.

B. Communication

1. Email: The Union may communicate with Agency officials, bargaining unit employees, neutral third parties, AFGE staff, or members of the public via the Agency's e-mail system. The Union will comply with all security measures enforced on other users.

    a. The Union may send messages to more than one recipient at one time under the same restrictions that Agency management applies to itself.

    b. The Union will be judicious in the use of attachments to e-mail messages. Attachments will be kept to a reasonable size, with the understanding that some documents, like arbitrators' decisions can be lengthy.

    c. Consistent with 18 USC 1913, electronic mail transmissions shall not be used to urge or promote lobbying activities by employees who do not serve as Union representatives, either in support of or in opposition to any legislation or appropriation of Congress.

2. Distribution of Literature: Official publications of the Union, which may include newsletters, fliers, or other notices, may be distributed on Agency property by Union representatives during approved official time or non-duty time. Where available, Union representatives will use centralized employee mail slots/drops to distribute union publications. Distribution shall be accomplished so as to not disrupt operations. All such materials shall be properly identified as official Union issuances. Publications that address internal Union business must be distributed on non-duty time.

3. Consistent with postal regulations, the Union shall have use of Agency metered mail limited to representational matters but not including matters relating to internal Union business. This, however, does not permit the Union representative to use other types of mailing such as

express, overnight, registered, certified mail, etc., except where required to meet time frames imposed by a third party (e.g., EEOC, arbitrator, FSIP, FLRA).

C. All use of Coast Guard equipment is subject to the requirements of Coast Guard policies and procedures, including COMDTINST 5375.1(Series), (Limited Personal Use of Government Office Equipment).

Section 37.07 – Employee Data

Upon request, the Agency will provide the Council 120 President an alphabetical list in a sortable electronic file including the names, grade and step, position titles, division and/or duty station, entrance on duty date with the Agency, Federal service computation date for leave, and Fair Labor Standards Act code of all bargaining unit employees

Section 37.08 – Details and Reassignments of Union Representatives

A. The Agency will make a reasonable effort to avoid placing a union representative on an unrequested detail or reassignment that would prevent that person from performing his/her representational function.

B. The Union will normally be given notice at least ten (10) days in advance before detailing or reassignment of a Union officer, official, or representative outside of their representational area. Whether requested or not, details and reassignments will be in accordance with Article 13, Details, Reassignments, and Voluntary Changes.

Section 37.09 – Requests for Information

A. The Parties agree that information covered by 5 U.S.C. 7114(b)(4) of the statute enables the Union to better perform its representational function and is in the best interest of the Union and the Agency.

B. The Union shall make prompt requests for information under 5 USC 7114(b), commensurate with the timeline for each specific representational function. The Agency will fulfill its obligation to provide information to the Union in a timely manner.

C. The Agency will provide the Union a designated email box to submit request for information. Within five (5) days of receipt of a request for information the Agency will acknowledge receipt of the request and provide a tentative response timeframe. The Agency will keep the Union apprised of any delays in providing a response to the requested information. The Parties understand that access to some of the information requested may be outside of the control of the Agency.

D. If the request is denied, the Agency will provide an explanation and/or request clarification in writing. If the request is approved, the Agency will provide the information as expeditiously as possible, or as soon as it becomes available with an estimated delivery date.

E. If a dispute arises regarding a request for information, the Agency will not unreasonably deny a request for extension to any negotiated time limits within

this Agreement if the Union provides a valid justification for the extension, and if the disputed information requested is within the control of the Agency.

Article 38 - Labor-Management Cooperation

Section 38.01 – General

A. The purpose of a Labor Management Cooperation (LMC) meeting is to promote effective labor-management relations (LMR). For this reason, the Agency and the Union will periodically hold meetings to exchange ideas concerning LMR issues. The LMC will work to develop mutually beneficial resolution of problems concerning the working environment of represented employees, administering the Master Labor Agreement, reducing costs, and improving operational efficiency.

B. Authorized union officials, who are Agency employees, in attendance at a LMC are authorized official time without charge to leave or loss of pay if they are otherwise in an active-duty status.

C. While the Parties understand the importance of LMR cooperation, the Parties also recognize and value the importance of conducting business in a fiscally responsible manner. To this end, where the Parties are not co-located, on-site use of conference calls, video teleconference, or other cost-saving technology is to be utilized to the maximum extent available.

D. In recognition of the time and other resources necessary to prepare for and conduct a LMC meeting, should neither party submit agenda items within the timeframes specified in this Article, the scheduled meeting will be cancelled. Such cancellation will occur in writing.

E. Candid communication and exchange of ideas regarding LMR are the basis of these meetings. Accordingly, there will be no official minutes, notes, written record, video, or audio recording of the discussions or proceedings. In the event either Party decides to take its own minutes, notes or written record, those shall only be used for that Party's internal use. In no event shall that information be shared publicly or in such a manner as to disparage the other Party.

F. The LMC will not circumvent established grievance, negotiation, or other procedures set forth in the MLA, nor any other procedure provided for in law or regulation. No third-party cases and or other disputes in progress shall be agenda items or discussed at the meeting.

G. This Article reflects the good faith of the Parties, based on mutual respect, to promote effective LMR dealings in a cost-efficient manner. Accordingly, the Parties agree the provisions of this Article are exempt from the grievance procedure (Article 33), arbitration procedure (Article 34), and unfair labor practices (5 U.S.C. 7116).

Section 38.02 – National Level Meetings

A. The Council Union President, or designee, and the Assistant Commandant for Human Resources (CG-1), or designee, will meet quarterly to discuss national level LMR issues.

B. The Council Union President, or designee, and the Assistant Commandant for Human Resources (CG-1), or designee, will submit desired agenda items in writing to the Chief, Office of Workforce Relations (CG-124), or designee no later than (NLT) seven (7) calendar days in advance of the meeting.

C. The parties will meet on the third Wednesday of every third month, unless the parties mutually agree otherwise.

D. Barring exigent circumstances, these meetings will not occur more frequently than

a. quarterly (i.e., once every third month).

E. Meetings will generally last no more than two (2) hours, and may be extended by mutual consent.

F. Each Party may bring up to four (4) representatives, and appropriate subject matter experts, to inform the discussion. To this end, where the Parties are not co-located on-site use of conference calls, video teleconference (where available), or other cost-saving technology is to be utilized to the maximum extent available. The Agency will pay for up to two (2), one (1) night, trips per calendar year for up to two (2) Council members who are Coast Guard employees under this Article.

Section 38.03 – Local Level Meetings

A. The Local Parties may establish a meeting schedule that complies with the terms of this Article. The frequency of the meetings will not occur more frequently than quarterly (i.e., once every third month).

B. Meeting dates, times and locations will be established by the Local Union President, or designee, and the senior local management official, or designee.

C. The Local Union President, or designee, and the senior local management official, or designee, will submit desired agenda items in writing to the servicing Office of Workforce Relations (CG-124) Specialist NLT seven (7) calendar days in advance of the meeting. Meetings will generally last no more than one (1) hour, and may be extended by mutual consent.

D. Each Party may bring up to two (2) representatives, and appropriate subject matter experts, to inform the discussion.

Article 39 - Negotiations

Section 39.01 – Introduction

A. The Parties agree to comply with all applicable laws, rules, and regulations related to bargaining in good faith, including the Federal Services Labor Management Relations Statute (FSLMRS).

B. An agreement reached under the provisions of this Article shall be deemed to be supplemental to this Agreement.

Section 39.02 – Union Initiated Changes

A. The Agency recognizes the Union's right to initiate changes in working conditions on subjects not agreed nor discussed in the negotiations to achieve this Master Labor Agreement.

B. The Council President or designee will notify the Agency, in writing, of a proposal on a matter concerning personnel policies, practices and working conditions of bargaining unit employees not the subject of this agreement nor considered during its negotiations. Any notices affecting only one Local shall be made by the Local President or designee.

C. If the Agency elects to bargain the union-initiated change, bargaining will be scheduled as soon as possible after the date of an appropriate request, normally no later than twenty (20) calendar days.

D. If the Parties are unable to reach an agreement, the Agency, may, but is not required to, elect to participate in mediation. If the Parties are unable to reach an agreement following mediation, the initiative will be withdrawn from further negotiations.

E. Negotiations may be done face-to-face, teleconference, video teleconferencing e-mail exchange, or through other cost saving technology methods. The Parties have historically worked together to find the most appropriate means for negotiations, considering financial costs and the best way to resolve particular disputes, and they intend to continue to do so. The Agency will have discretion to determine the most effective (including cost-effective) means for conducting negotiations over changes in conditions of employment during the life of this Agreement. Whenever the Union requests that negotiations be held face-to-face, the Agency will give it serious consideration. However, the Agency retains final discretion. When the parties do negotiate face-to-face, the Agency may pay travel and per diem expenses for two (2) Union negotiators who-are employed by the Agency.

Section 39.03 – Mandated Changes

A. If a future statute, Executive Order, or government-wide regulation, requires the Parties to change an Agreement between the Parties, the Agency will notify the Union, in writing, of proposed language to implement the change required, and will follow the negotiation process outlined below.

B. Failure by the Union to respond timely to a notice shall constitute a waiver of any right to negotiate on the proposed change, and the Agency may elect to unilaterally implement the change.

C. Proposals unrelated to the mandated change will not be permitted in the subject negotiation.

Section 39.04 – Other Agency Initiated Changes

A. The Agency will notify the Council President or designee, in writing, of its intent to initiate a change that may affect personnel policies, practices and working conditions of bargaining unit employees on a multiple-Local basis. All other notices affecting only one Local shall be made at the local level.

B. If the Union desires to negotiate over the proposed change, it will serve a bargaining request on the official identified in the notice and follow the negotiation process outlined below.

C. Failure by the Union to respond timely to a notice shall constitute a waiver of any right to negotiate on the proposed change, and the Agency may elect to unilaterally implement the change.

Section 39.05 – The Negotiation Process

A. For negotiations initiated as a result of sections 39.03 and 39.04 above, the Agency shall provide the Union with written notice of the proposed change(s). Notices will, at a minimum, contain the following information:

1. A description (nature and scope) of the proposed change;
2. An explanation of why the proposed change is necessary: and
3. The desired implementation date.

B. Both Parties agree to adhere to the following process for negotiable changes:

1. When given notice of a negotiable change, the Receiving Party will respond to the Noticing Party within ten (10) days, with either:
    a. Their request for a briefing; or
    b. Their intent to submit bargaining proposals.
2. If the Receiving Party requests a briefing:
    a. The Receiving Party will provide at least three (3) available dates with their request. Both Parties will make every reasonable effort to attend one of these dates.
    b. The Noticing Party will conduct a briefing within ten (10) days from the receipt of the request.
    c. Prior to the briefing, the Receiving Party will, whenever possible, submit specific questions in writing to the Noticing Party.
    d. Should the Receiving Party wish to bargain, they will submit proposals within fifteen (15) days from the date of the briefing.

3. If a briefing is not requested, proposals will be submitted within fifteen (15) days from the Receiving Party's receipt of the notice.
4. Upon receipt of proposals, the Parties shall meet within fourteen (14) days.
5. Both parties agree to work toward resolution in a timely manner and whenever possible meet at least weekly toward that end.

Section 39.06 - Ground Rules

A. The following procedures shall be followed for any negotiations initiated as a result of sections 39.03 and 39.04 that take place during the life of this Agreement and shall be the exclusive ground rules used unless both Parties agree that additional ground rules are needed.

B. Negotiability disputes shall be appealed in accordance with regulations of the Federal Labor Relations Authority except for disputes over application of the Master Labor Agreement, which shall be resolved by the Negotiated Grievance Procedure.

C. If the Parties are unable to reach agreement on a negotiable provision either party may request assistance from the Federal Mediation and Conciliation Service (FMCS) as appropriate. If mediation is unsuccessful, the parties shall, whenever possible, jointly request the services of the Federal Service Impasses Panel.

D. The dates and times for negotiations will be established by the Chief Negotiators.

E. Negotiations may be done face-to-face, teleconference, video teleconferencing e-mail exchange, or through other cost saving technology methods. The Parties have historically worked together to find the most appropriate means for negotiations, considering financial costs and the best way to resolve particular disputes, and they intend to continue to do so. The Agency will have discretion to determine the most effective (including cost-effective) means for conducting negotiations over changes in conditions of employment during the life of this Agreement. Whenever the Union requests that negotiations be held face-to-face, the Agency will give it serious consideration. However, the Agency retains final discretion. When the parties do negotiate face-to-face, the Agency will pay travel and per diem expenses for up to three (3) Union negotiators who are employed by the Agency.

F. Alternates may substitute for team members. During negotiations, the Chief Negotiator for each party will signify agreement on each section by initialing the agreed-upon section. The Chief Negotiator for each party will retain his/her copies and will initial the other party's copy. This will not preclude the parties from reconsidering or revising any agreed-upon section by mutual consent.

G. The hosting party will provide a separate suitable room for caucuses. At any time during negotiations, either party may request a caucus, and may leave or use the caucus room as agreed. There is no limit on the number of caucuses which may be held, but each party will make every effort to restrict the number and length of caucuses.

H. The Agreement shall not be completed and finalized until all proposals have been disposed of by mutual consent. Negotiation disputes, including questions of negotiability and resolution of impasses, will be processed in a manner consistent with 5 USC Chapter 71 and implementing regulations. This will not serve as a bar to the parties' concluding, by mutual consent, a general agreement on those items which have been or remain to be negotiated.

I. Each party shall be represented at the negotiations at all times by one duly authorized Chief Negotiator/Chief Spokesperson who is prepared and authorized to reach agreement on all matters subject to negotiations and to sign off on agreements for their respective party.

J. The designated Union negotiators, who are employees of the Agency, will be on official time for all time spent during the actual negotiations, including attendance at impasse proceedings, and on reasonable official time for other related duties during negotiations, such as preparation time and time spent developing and drafting proposals consistent with the provisions of Article 37 of this Agreement.

K. If any proposal is claimed to be nonnegotiable by either party and subsequently determined to be negotiable, or the declaring party withdraws its allegations of non-negotiability, the proposal will, upon request, be reopened within a reasonable period of time. Such request must be made within thirty (30) days from when the proposal is declared to be negotiable or the claim that the proposal is nonnegotiable is withdrawn. Nothing in this section will preclude the right of judicial appeal.

L. This procedure does not preclude the parties from revising any proposals to overcome questions of scope of bargaining or duty to bargain during the period of negotiations.

M. Any provisions disapproved during Agency Head Review may be referred to the Federal Labor Relations Authority (FLRA) by the Union. Any provision held within the scope of bargaining will be incorporated into the Agreement. The parties will commence negotiations within a reasonable period after receipt of an FLRA decision sustaining the Agency's determination that the Union's proposal is outside the scope of bargaining.

N. Absent mutual agreement, the schedules of bargaining unit employees will be converted to regular tours of duty (i.e., Monday through Friday) and work hours adjusted to comport with the agreed-upon hours of negotiations.

O. No official transcript or electronic recordings will be made during the negotiations; however, each party may designate a note taker from among its team members to keep notes and records during the sessions.

P. Observers shall be permitted in negotiating sessions only by the mutual consent of the parties.

Q. The Agency will provide the union negotiating team with customary and routine office equipment, supplies, and services, including but not limited to computer(s) with internet access, telephone(s), desks and/or tables and chairs, office supplies, and access to a printer and photocopier, as appropriate.

Section 39.07 – Information Requests Related to Bargaining Changes

A. The Agency shall make a good faith effort to provide the Union adequate information about the proposed change to allow bargaining to proceed.

B. The Union will ensure that any request for information filed under 5 U.S.C. 7114 is accompanied by a demonstration of a "Particularized Need" in line with current case law precedents of the FLRA and appropriate courts.

C. If a dispute arises regarding an information request in the course of negotiations, the parties agree that normally bargaining over the specific matter of the information request will be suspended until such time as the dispute is resolved.

D. The Agency will respond to information requests consistent with Article 37, Section 37.09 of this Agreement.

Section 39.08 – Implementation

A. If the Union has timely requested negotiations regarding a change under Section 39.03 or 39.04 of this Article, the Agency will delay the implementation of such change until such time as the parties reach agreement on all negotiable issues connected with the change, unless:

   1. There is a mandatory implementation date of the mandated change which requires implementation of the change prior to agreement; or,

   2. The Agency's mission, the security of its staff, or the accomplishment of its mission objectives would be adversely affected by such a delay.

B. Nothing shall preclude the Agency from implementing a proposed change on or after the implementation date proposed in its original notice should the Union fail to meet an obligation under this agreement in a timely manner.

C. Further, if a failure to implement a proposed change on or at any time after the proposed implementation date would adversely affect its mission, the Agency may choose to implement the change while continuing to bargain on negotiable matters until agreement or impasse is reached.

D. The Agency acts at its own peril if it implements any change prior to the conclusion of negotiations.

E. Notwithstanding the above, nothing shall affect the authority of the Agency to take whatever actions may be necessary to carry out its mission during emergencies.

Section 39.09 – Supplemental Agreements

A. The parties recognize the Master Labor Agreement cannot cover all aspects or provide definitive language for local adaptability on the subjects identified in this agreement. Accordingly, the subjects identified as appropriate for supplemental bargaining may be negotiated at the Regional level. The Parties have no intent to expand the scope of bargaining, or to predetermine whether bargaining will be substantive, impact and implementation or appropriate arrangement bargaining. It is merely a determination of the level within the bargaining unit where

appropriate negotiations will take place; the local level as opposed to the national level.

B. Supplemental Negotiation Process:

1. The Parties will inform each other of the supplemental agreements they wish to open no later than 120 days following the execution of this Agreement.
2. The Agency and the Union will provide dates of availability to prevent undue delay in scheduling within fifteen (15) days from the notice described in Section B1 above.
3. Supplemental negotiations will be scheduled in a mutually agreed upon order. The Agency will schedule one (1) negotiation at a time, absent mutual consent.
4. The Agency and Union may agree to combine regional supplementals if it is determined there is sufficient commonality with the terms.
5. If either Party requests a change to the date(s) of a negotiation due to an unanticipated and/or unavoidable conflict, they must notify the other Party as soon as possible but in no case, no later than five (5) calendar days of the respective negotiation. The requesting Party must provide alternative dates for negotiation within thirty (30) days of the originally scheduled date.
6. Each party may only open up to three (3) subjects eligible for supplemental bargaining. Under no circumstances will negotiations be undertaken on a subject not eligible for supplemental bargaining. Exception:
    a. For the purpose of inclusion of the Coast Guard Academy into the Northeast Region (NER) Supplemental, the Parties may reopen the entire NER to properly incorporate the CGA into the Supplemental.
    b. The other Commands included within the NER may only reopen up to three (3) subjects.
    c. Firefighters may add an additional three (3) subjects to reopen in addition to the three subjects for the Artic Regional Supplemental.
7. Under no circumstances will negotiations be undertaken on a subject not eligible for supplemental bargaining.
8. The Parties will exchange proposals thirty (30) calendar days prior to the date of the respective supplemental bargaining. If one party opens a supplemental and the other party does not, the opening party may rescind its request to bargain that supplemental prior to the deadline to submit proposals. In this event, the responding Party will rescind their right to bargain that supplemental.

9. The Parties will normally bargain for up to two (2) consecutive weeks. Either party may make a request for an extension for this two (2) week period.

10. All supplemental negotiations will be completed within one (1) year from the date of this agreement. Negotiation for the purposes of this agreement refers to the "at the table" negotiations and does not include any potential third-party activity, including, but not limited to, mediation.

11. Supplemental negotiations may be done face-to-face, teleconference, video teleconferencing, e-mail exchange, or through other cost saving technology methods. The Parties have historically worked together to find the most appropriate means for negotiations, considering financial costs and the best way to resolve particular disputes, and they intend to continue to do so. The Agency will have discretion to determine the most effective (including cost-effective) means for conducting negotiations over changes in conditions of employment during the life of this Agreement. Whenever the Union requests that negotiations be held face-to-face, the Agency will give it serious consideration. However, the Agency retains final discretion. When the parties do negotiate face-to-face, the Agency will pay travel and per diem expenses for up to three (3) Union negotiators who are employed by the Agency.

C. For purposes of this Agreement, Regions will be defined as: Arctic Region, Southwest Region, Heartland Region, Great Lakes Region, Northeast Region, Southeast Region, Hampton Roads Region, National Capital Region, SFLC/CG Yard Region, National Vessel Documentation Center (NVDC) Region, Uniform Distribution Center (UDC) Region, and the Finance Center (FINCEN) Region.

D. Each Region will consist of the following:

1. Arctic Region – AFGE Council 120 employees located in the geographic boundaries of the 17th CG District.

2. Southwest Region - AFGE Council 120 employees located in the geographic boundaries of the 11th CG District.

3. Heartland Region -- AFGE Council 120 employees located in the geographic boundaries of the 8th CG District except employees of the NVDC Region.

4. Great Lakes Region -- AFGE Council 120 employees located in the geographic boundaries of the 9th CG District.

5. Northeast Region -- AFGE Council 120 employees located in the geographic boundaries of the 1st CG District.

6. Southeast Region - AFGE Council 120 employees located in the geographic boundaries of the 7th CG District.

7. Hampton Roads Region - AFGE Council 120 employees located in the geographic boundaries of the 5th CG District except employees of the FINCEN Region and the UDC Region.

8. National Capital Region - AFGE Council 120 employees located in the geographic boundaries of the Washington, DC metropolitan area.
9. SFLC/CG Yard Region – AFGE Council 120 employees of the SFLC/CG Yard located in the geographic boundaries of the Baltimore, MD metropolitan area.
10. National Vessel Documentation Center (NVDC) Region - AFGE Council 120 employees of the NVDC.
11. Uniform Distribution Center (UDC) Region - AFGE Council 120 employees of the UDC located in Cape May, NJ.
12. Finance Center (FINCEN) Region - AFGE Council 120 employees of the FINCEN in Chesapeake, VA.

E. Detached employees will be covered by the local supplements and bargained MOUs for at their actual worksite for issues related to their physical work environment, including but not limited to, parking, break rooms, physical security practices and workspaces. Detached employees will be covered by the supplements and bargained MOUs from their parent organization for issues related to work practices.

F. Subject to the provisions of 5 USC Chapter 71, the following is a list of subjects eligible for supplemental bargaining:

1. Article 3, Continuation of existing MOAs and local written agreements.
2. Article 5, Employee Rights, Section 5.05(A) – Meal and break areas, if not provided as of effective date of the agreement.
3. Article 6, Hours of Work, Section 6.01(E)(i) - Core hours for day shifts and core hours for other than regular day shifts.
4. Article 6, Hours of Work, Section 6.01(E)(ii)- Flexible bands other than 0600 to 0900 and 1500 to 1800.
5. Article 6, Hours of Work, Section 6.01(E)(iii)- Regular work schedules other than 0730-1600, Monday through Friday.
6. Article 6, Hours of Work, Section 6.02(F) Additional procedures for the rotation of off-tours, weekends, and holidays.
7. Article 6, Hours of Work, Section 6.09(B) – Implementation of an Alternate Work Schedule currently not in use.
8. Article 7, Overtime and Standby Duty, Section 7.05 – Procedures for the distribution of overtime.
9. Article 7, Overtime and Standby Duty, Section 7.13(C) – The pay status of employees who are required to carry and respond to beepers, pagers, or other electronic devices.
10. Article 8, Leave, Section 8.03(D)(5) - Procedures for scheduling annual leave and resolving conflicts over requested leave.

11. Article 8, Leave, Section 8.12 - Protocols for announcement information pertaining to unit closures, delayed openings, unscheduled leave, etc.
12. Article 29, Fire Prevention and Protection Personnel (Kodiak Firefighters Only) – Changes in current local work schedules; changes in procedure for overtime, callback, hold over, and leave; changes to protective clothing, changes to occupational health and facilities equipment; changes to such Standard Operating Procedures/Guidelines; changes to permanent training and live fire facilities; changes or additions to responsibilities beyond the minimum required certifications the agency has established; contracting out; and any additional provisions particular to a local Fire Department.
13. Article 37, Union Rights and Responsibilities, Section 37.06(A)(11) - Procedures for union use of electronic bulletin boards.
14. Article 37, Union Rights and Responsibilities, Section 37.06(A)(13) - Number and locations of Union lockable bulletin boards.
15. Employee Parking
16. Union Participation in Local Committees
17. Procedures for assignment of snow removal duties
18. Employee access to the Morale, Welfare, and Recreation activities
19. Procedures for assigning employees to natural disaster contingency teams.

G. Prior to implementation of any Supplemental under this Section, the respective parties shall forward their agreement to the Agency Headquarters and the Council for review. The National parties shall review the Supplemental within thirty (30) days of its receipt. In the event either of the National parties determines there exists a conflict with the law, rule, regulation, or Master Labor Agreement, they shall forward a written document to the respective Representative and the other National party identifying the conflict for resolution at the supplemental level. Upon completion of this process and the arrival at an agreement, the provisions of 5 USC 7114(c)(1) (Agency Head Review) apply.

H. All supplemental agreements shall terminate if the Master Labor Agreement terminates, unless both parties agree to negotiate and extend the supplemental agreement in accordance with this Article.

I. If through an FLRA determination an employee accretes to the unit of recognition covered by this agreement, they will be subject, upon entry, to this agreement and any supplement that applies. If through an FLRA determination a group of employees enters the bargaining unit covered by this agreement by the addition of an organizational component, and are not part of an existing supplemental jurisdiction, this agreement applies and negotiations for a supplemental agreement must be initiated within ninety (90) days of entry and follow the procedures herein.

Article 40 – Collaboration Systems

Section 40.01 – Overview

A. Supervisors may require employees to use Microsoft Teams or successor communications equipment/software. Employees may be required to use their video communication equipment/software (i.e., camera) for specific meetings when directed to do so by their supervisor or when their active participation during a meeting is appropriate.

B. Microsoft Teams or any successor communications equipment/software will not be used to monitor or track employees' time and attendance. However, nothing precludes the Agency from using the information gathered as a factor when considering corrective action.

Signature of the Parties

This Collective Bargaining Agreement has been duly approved and agreed upon by the following Parties.

The undersigned, as reresentatives of the Union, hereby confirm that this Agreement was ratified by the Union on October 10, 2024.

Dr. Lydell King

Digitally signed by Dr. Lydell King
Date: 2024.12.17 14:52:54 -05'00'

Dr. Lydell King
Chief Negotiator

Angela Hicks

Digitally signed by Angela Hicks
Date: 2024.12.17 14:10:54 -05'00'

Angela Hicks
Chief Negotiator

The undersigned, as a representative of the Agency, hereby confirm that pursuant to 5 U.S.C. Chapter 71, the Department of Homeland Security has reviewed the Agreement for compliance with applicable laws, rules, and regulations. This review was completed on November 8, 2024.

JONES.KATHRYN.A.1472133094

Digitally signed by JONES.KATHRYN.A.1472133094
Date: 2024.12.17 13:45:12 -05'00'

Kathryn Jones
Chief Negotiator

By mutual agreement of the parties, this Agreement shall take effect on December 17, 2024.

Definitions

Term	Definition
"OMB Circular A-76" (Specific to Article 35):	Refers to the Office of Management and Budget's government-wide procedures for conducting public-private cost comparisons required before work performed by federal employees can be converted to contractor performance. All references to OMB Circular A-76 in this Article shall also apply to any successor public-private competition process.
"Reorganization" (Specific to Article 35):	The planned elimination, addition, or redistribution of functions or duties in an organization.
"Start of preliminary planning" (Specific to Article 35):	For the purposes of this Agreement means with respect to the OMB Circular A-76 process begins on the date on which the Agency assigns Agency personnel, or obligates funds for the acquisition of contract support, to carry out any of the following activities: A. Determining the scope of the competition; B. Conducting research to determine the appropriate grouping of functions for the competition; C. Assessing the availability of workload data, quantifiable outputs of functions, or agency or industry performance standards applicable to the competition; or D. Determining the baseline cost of any function for which the competition is conducted.
"Work" (Specific to Article 35):	Work currently or last performed by federal employees, an expansion or surge of work currently or last performed by federal employees, and new work not previously required by the Agency.
Accommodation (Specific to Article 31):	Reasonable accommodation as outlined in 29 CFR 1613.704.
Accrued Leave:	The leave earned by an employee during the current leave year that is unused at any given time in that year.
Accumulated Leave:	The unused leave remaining to the credit of an employee at the beginning of a leave year.
Administrative	Any period of seven consecutive twenty-four (24) hour period designated in advance by the head of the Agency

Workweek:	under 5 U.S.C. 6101.
Adverse Action:	A more severe nature than a disciplinary action. These actions include removal, suspension for more than fourteen (14) days, reduction in grade or pay, and furlough for thirty (30) days or less.
Adverse Agency Impact:	The condition for which the Agency may cancel an alternative work schedule or exclude some positions or employees from any particular alternative work schedule. Adverse agency impact means a reduction of the productivity of the Agency, a diminished level of services furnished to the public by the Agency, or an increase in the cost of Agency operations (other than reasonable administrative costs relating to the process of establishing a flexible or compressed schedule).
ALCOAST Commandant Notices (ACN):	An administrative-type Directive (ALCOAST) is a Commandant Notice that communicates an urgent policy change or update through the notifications on Portal and expires in one year from release date. Requires Commandant (CG-612) review and approval. ACNs are Policy Promulgation, Policy Changes/Updates, Equal Opportunity Notices, White House Notifications, Flag Half Mast Notifications, and Appropriations. After release of the ACN, it must be followed up with either a Commandant Change Notice or revision to the affected directive. An ACN is self-cancelling after one year and cannot be referenced after that year has ended.
Alternative Work Schedule (AWS):	Is an umbrella term that refers to compressed work schedules and flexible work schedules.
AWOL:	Absent Without Leave
Basic Work Requirement:	The number of hours, excluding overtime hours, an employee is required to work or to account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off or time off as an award. • For full-time employees, the basic work requirement is eighty (80) hours per biweekly pay period. • A part-time employee's basic work requirement is the number of hours the employee is scheduled to work in a biweekly pay period.

Bi-Weekly Pay Period:	The two (2) week period for which an employee is scheduled to perform work.
Business Process Reengineering (BPR):	A systematic, disciplined improvement approach that critically examines, rethinks, and redesigns mission delivery and work processes in order to achieve dramatic improvements in performance efficiency and effectiveness in areas important to end users, customers, and stakeholders.
CA-16:	Contact your OWCP POC.
Commandant Instruction:	A Commandant Instruction is a directive prescribing authority or containing information with continuing reference value or that requires continuing action. An instruction has no requirement for a table of contents and consists of less than 25 pages (includes Enclosures). It remains in effect until it is replaced or cancelled by the originator or a higher authority. Originators must review instructions every four years and validate them through their directives control point, hereafter referred to as the Directives Coordinator.
Compressed Work Schedule (CWS):	Compressed Work Schedule, which may take a variety of forms, requires full-time employees to work 80 hours in less than ten (10) days in a pay period. Also, the times of arrival and departure from the office are regular and fixed under a compressed schedule.; and, in the case of a part-time employee, a bi-weekly basic work requirement of less than 80 hours that is scheduled by the agency for less than 10 workdays and that may require the employee to work more than 8 hours in a day.
Contracting Out:	A change in the performance of a commercial activity from agency performance to a private sector provider (outside of the Agency). This is referred to a "conversion to contract" in OMB Circular A-76.
COP:	Continuation of Pay
Core Hours (Maxi-Flex):	Core Hours on a Maxi-Flex schedule will be from 0900-1500 hours. The Core Hours will be adhered to four (4) days each week, with one (1) day not having Core Hours.
Core Hours:	Core hours are the time periods during the workday, workweek, or pay period that are within the tour of duty during which an employee covered by a flexible work

	schedule is required by the agency to be present for work. (See 5 U.S.C. 6122(a)(1).)
Credit Hours:	Credit Hours are hours within a flexible work schedule that an employee elects to work in excess of his/her basic work requirement, with supervisory approval, so as to vary the length of a workweek or workday. Employees are not paid basic pay or overtime pay for credit hours when they earn them. An employee may use credit hours during a subsequent day, week, or pay period, to be absent for an equal number of hours of their basic work requirement with no loss of basic of pay. (5 USC 6126 and OPM Handbook on Alternative Work Schedules)
CTAP:	Career Transition Assistance Program
Day:	A calendar day, unless specified otherwise.
***De Minimis*:**	Too trivial or minor to merit consideration, especially in law.
Disciplinary Action:	Includes written reprimands and suspensions for 14 days or less.
EAP:	Employee Assistance Program
EEO:	Equal Employment Opportunity
EEOC:	Equal Employment Opportunity Commission
e-OPF:	Electronic Official Personnel Folder
EVOC:	Emergency Vehicles Operation Course.
Excused Absence (Administrative Leave):	An approved absence from duty without loss of pay and without charge to leave. Administrative leave is treated as time worked for all purposes except that the employee is excused from his/her regular assigned duties.
FAIR Act:	Federal Activities Inventory Reform Act
Family Member:	For purposes of leave administration (excluding leave under the Family and Medical Leave Act) family members include: • Spouse and spouse's parents. • Sons and daughters, and their spouses.

	• Parents and their spouses. • Brothers and sisters, and their spouses. • Grandparents and grandchildren, and their spouses. • Domestic partner and domestic partner's parents, including domestic partners of any individual named under (2) through (5), above. • Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. 5 CFR 630.201 (b). For leave purposes, a domestic partner is an adult living in a committed relationship with another adult. Both domestic partners of the same sex and of the opposite sex are included, including those living in relationships acknowledged by states as marriages or equivalent to marriage. 5 CFR 630.201 (b). A "committed relationship" is one in which the employee, and the domestic partner of the employee, are each other's sole domestic partner (and are not married to or domestic partners with anyone else); and share responsibility for a significant measure of each other's common welfare and financial obligations." 5 CFR 630.201 (b). The children of domestic partners are considered the equivalent of the employee's own children, and in loco parentis relationships are included under "parents" and "sons and daughters." 5 CFR 630.201 (b).
Federal Wage System (FWS):	Federal Wage System
Flexible Hours (also referred to as "flexible time bands"):	The times during the workday, workweek, or pay period within the tour of duty during which an employee covered by a flexible work schedule may choose to vary his or her times of arrival to and departure from the work site consistent with the duties and requirements of the position. (See 5 U.S.C. 6122(a)(2).)
Flexible Work Schedule (FWS):	A work schedule established under 5 U.S.C. § 6122, that: • in the case of a full-time employee, has an 80-hour biweekly basic work requirement that allows an employee to determine his or her own schedule within the limits set by this Agreement; and

	• in the case of a part-time employee, has a biweekly basic work requirement of less than 80 hours that allows an employee to determine his or her own schedule within the limits set by this Agreement.
Flexitour:	A type of flexible schedule in which an employee is allowed to select starting and stopping times within the flexible hours. Once selected, the hours are fixed until the next opportunity to select different starting and stopping times under this Agreement.
FLRA:	Federal Labor Relations Authority
FLSA:	Fair Labor Standards Act
FMCS:	Federal Mediation and Conciliation Service
FMLA:	Family Medical Leave Act (See 29 CFR 825)
FSIP:	Federal Service Impasse Panel.
Furlough:	The placing of an employee in a temporary status without duties or pay because of lack of work or other non-disciplinary cause.
Gliding Schedule:	A type of flexible work schedule in which a full-time employee has a basic work requirement of eight hours in each day and forty (40) hours in each week, may select a starting and stopping time each day, and may change starting and stopping times daily within the established flexible hours.
Holiday:	Means a day or portion of a day designated as a holiday by a Federal statute or Executive Order.
Holidays (Flexible Work Schedule):	On holidays when no work is performed, a full-time employee on a Flexible Work Schedule (FWS) is limited to 8 hours of basic pay for that day. A part-time FWS employee is entitled to basic pay for the number of hours scheduled for the holiday, not to exceed 8 hours. When a holiday falls on a non-workday of a part-time employee, there is no entitlement to pay for an "in lieu of" holiday. (See 5 USC 6124.) In the event the President issues an Executive order granting a "half-day" holiday, full-time employees are entitled to basic pay for the last half of their "basic work requirement" (i.e., non-overtime hours) on that day, not to exceed 4 hours.

HVAC:	Heating, ventilating/ventilation, and air conditioning
ICTAP:	Interagency Career Transition Assistance Program
Individual Development Plan (IDP):	A flexible document jointly and voluntarily developed between a supervisor or other Agency-designated management official and an employee to be used as a roadmap for the employee's professional and career development. The primary emphasis of the plan will be, first to address the competencies (or knowledge, skills, and abilities) needed by the employee in his/her current position; second, to prepare employees for new career opportunities; and third, to address the competencies needed for advancement beyond his/her current journey level. Each plan shall establish a series of milestones and shall state the responsibilities of each party to realize such milestones.
Insourcing (Specific to Article 35):	A change in the performance of a commercial activity from a private sector provider (outside the agency) to agency performance by agency employees. This is referred to a "conversion from contract" in OMB Circular A-76.
ITA:	Individual Telework Agreement.
Leave Year:	The period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.
Letter of Admonishment (oral or written):	An informal discussion or memorandum provided to an employee to address a minor conduct or performance issue, addressing what he/she did wrong and what is expected in the future.
Letter of Caution:	A written, informal disciplinary letter issued to an employee, the purpose of which is to address minor misconduct or performance deficiencies, clarify expectations, and inform the employee that more severe disciplinary action will be taken should the issue(s) continue.
Letter of Counseling:	A written, informal disciplinary letter issued to an employee, the purpose of which is to address minor misconduct or performance deficiencies, clarify expectations, and inform the employee that more severe

	disciplinary action will be taken should the issue(s) continue.
Letter of Expectation:	A written letter to an employee providing specific instructions related to expectations regarding the individual's behavior and/or performance. A letter of expectation is not considered formal discipline.
Letter of Instruction:	A written letter to an employee providing specific instructions related to expectations regarding the individual's behavior and/or performance. A letter of instruction is not considered formal discipline.
Letter of Reprimand:	The least severe disciplinary action.
Letter of Requirement:	A written letter to an employee addressing specific requirements the employee is to follow, usually related (but does not have to be limited) to attendance matters. A letter of requirement is not disciplinary in and of itself, but failure by the individual to follow the requirements can result in disciplinary or adverse action.
Letter of Warning:	A very specific memorandum issued to an individual to address minor misconduct or explain performance deficiencies, clarify expectations, and warn of consequences should the matter addressed not be resolved. A written warning is an informal disciplinary measure and is not made a matter of record in an individual's OPF.
LMF:	Labor Management Forum.
Lunch Periods:	An uncompensated period of non-work in excess of an employee's daily schedule that does not count towards the basic work requirement, which means the workday is extended by the length of the lunch period. These uncompensated periods may be between thirty (30) minutes and one (1) hour, determinate on supervisory approval. On days when less than six (6) hours are worked, an uncompensated lunch period is not required.
LWOP:	Leave Without Pay
Maxi-Flex Schedule:	A type of flexible work schedule that contains core hours on fewer than ten (10) workdays in the biweekly pay period and in which a full-time employee has a basic work requirement of 80 hours for the biweekly pay period, but in which an employee may vary the number of hours worked

	on a given workday or the number of hours each week within the limits established for the organization. The start and stop times on Appendix I are to be considered flexible and may be changed on a daily basis in conjunction with communication between the employee and the supervisor. This communication between the employee and the supervisor is to ensure there is no conflict with office workload and operations.
Medical Certificate:	A written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.
Medical Condition:	A health impairment, which results from injury or disease, including psychiatric disease.
Medical Documentation or Documentation of a Medical Condition:	A statement from a licensed physician or other appropriate practitioner who provides information the Agency considers necessary to enable it to make an employment decision. To be acceptable, the diagnosis or clinical impression must be justified according to established diagnostic criteria and the conclusions and recommendations must not be inconsistent with generally accepted professional standards. The determination that the diagnosis meets these criteria is made by or in coordination with a physician, or if appropriate, a practitioner of the same discipline as the one who issued the statement. An acceptable diagnosis must include the following information, or parts identified by the Agency as necessary and relevant: A. The history of the medical conditions, including references to findings from previous examinations, treatment, and responses to treatment; B. Clinical findings from the most recent medical evaluation, including any of the following which have been obtained: Findings of physical examination; results of laboratory tests; X-rays; EKGs and other special evaluations or diagnostic procedures; and, in the case of psychiatric evaluation of psychological assessment, the findings of a mental status examination and the results of psychological tests, if appropriate; C. Diagnosis, including the current clinical status;

	D. Prognosis, including plans for future treatment and an estimate of the expected date of full or partial recovery; E. An explanation of the impact of the medical condition on overall health and activities, including the basis for any conclusion that restrictions or accommodations are or are not warranted, and where they are warranted, an explanation of their therapeutic of risk avoiding value; F. An explanation of the medical basis for any conclusion which indicates the likelihood that the individual is or is not expected to suffer sudden or subtle incapacitation by carrying out, with or without accommodation, the tasks or duties of a specific position; G. Narrative explanation of the medical basis for any conclusion that the medical condition has or has not become static or well stabilized and the likelihood that the individual may experience sudden or subtle incapacitation as a result of the medical condition. In this context, "static or well-stabilized medical condition" means a medical condition of which is not likely to change as a consequence of the natural progression of the condition, specifically as a result of the normal aging process, or in response to the work environment or the work itself. "Subtle incapacitation" means gradual, initially imperceptible impairment of physical or mental function whether reversible or not which is likely to result in performance or conduct deficiencies. "Sudden incapacitation" means abrupt onset of loss of control of physical or mental function.
Medical Evaluation Program:	A program of recurring medical examinations or tests established by written agency policy or directive, to safeguard the health of employees whose work may subject them or others to significant health or safety risks due to occupational or environmental exposure or demands.
Medical Standard:	A written description of the medical requirements for a particular occupation based on a determination that a certain level of fitness of health status is required for successful performance.
MLA:	Master Labor Agreement

MOU/A:	Memorandum of Understanding/Agreement
MSPB:	Merit Systems Protection Board
Nexus:	Refers to the connection that must exist between the behavior forming the basis for taking an action and the adverse impact the behavior has on the employee's ability to perform the duties of his/her position or on the agency's operations (i.e., the efficiency of the service).
OPF:	Official Personnel Folder
OPM:	Office of Personnel Management
OSC:	Office of Special Counsel
OSHA:	Occupational Safety and Health Act
OWCP:	Office of Workers' Compensation Programs
Performance Improvement Plan (PIP):	A specific written notice to an employee whose performance is not at an acceptable level that serves to inform the individual of what must be done in order to raise performance to a satisfactory level of competence. The PIP also outlines assistance to be provided to the employee during the specified improvement period. Note: The acronym "PIP" is interchangeable and could refer to the time period or the actual documented plan.
Physical Requirement:	A written description of job-related physical abilities, which are normally considered essential for successful performance in a specific position.
Physician:	A licensed Doctor of Medicine or Doctor of Osteopathy, or a physician who is serving on active duty in the uniformed services and is designated by the uniformed service to conduct examinations under the Code of Federal Regulations.
PII:	Personally Identifiable Information
POV:	Personally Owned Vehicle
PPC:	Pay and Personnel Center

PPE:	Personal Protective Equipment
Practitioner:	A person providing health services who is not a medical doctor, but who is certified by a national organization and licensed by a State to provide the service in question.
QSI:	Quality Step Increase
RDO:	Regular Day Off
Reassignment:	A change from one position to another, without promotion or demotion, while the employee is serving continuously within the same agency. Because a reassignment is permanent, the action shall be documented in the employee's OPF.
Regular Work Schedule:	A schedule that is neither flexible nor compressed.
Removal:	An involuntary separation from federal service which terminates the employer-employee relationship.
Reopener Clause:	A clause in a collective bargaining agreement stating the time or the circumstances under which negotiations can be requested, prior to the expiration of the contract.
RIF:	Reduction in Force
Service Computation Date (SCD):	For purposes of this Agreement SCD will be used in the following manner: • If more than (1) qualified employee is eligible for the detail, the most senior SCD will be selected. • If no one volunteers for the detail, the lowest SCD will be selected.
Suspension:	Placing an employee in a temporary status without duties or pay for either conduct or performance-based cause.
TOA:	Time-off Award
TOF:	Transfer of Function
Tour of Duty FWS:	Under a flexible work schedule means the limits set by an agency within which an employee must complete his or her basic work requirement. Under a fixed schedule, tour of duty is synonymous with basic work requirement.

Tour of Duty:	The hours of a day and the days of an administrative workweek that constitute an employee's regularly scheduled administrative workweek. • Tour of duty under a flexible work schedule means the limits set by this Agreement within which an employee must complete his or her basic work requirement. • Under a compressed work schedule or other fixed schedule, tour of duty is synonymous with basic work requirement.
USERRA:	Uniformed Services Employment and Reemployment Rights Act (See USERRA 38 U.S.C. 4301-4335)
VERA:	Voluntary Early Retirement Authority
VSIP:	Voluntary Separation Incentive Program
Weekend:	The period from Friday evening through Sunday evening.
WGI:	Within Grade Increase

Appendix A: Unit Representation

Per the "Decision and Order Finding Successorship and Consolidating Units," issued by the Federal Labor Relations Authority in Case No. WA-RP-07-0040 on November 16, 2007, and subsequently, as amended, the following bargaining units are represented in this Agreement:

1. On September 6, 2002, the American Federation of Government Employees, Local 1115, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. SF-RP-02-0039):

   Included: All employees of the U.S. Coast Guard, Integrated Support Command, Ketchikan, Alaska.

   Excluded: All professional employees; temporary employees with appointments not to exceed 90 days; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

2. On September 6, 2002, the American Federation of Government Employees, Local 1115, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. SF-RP-02-0038):

   Included: All employees of the U.S. Coast Guard, Integrated Support Command, Kodiak, Alaska.

   Excluded: All professional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

3. On September 6, 2002, the American Federation of Government Employees, Local 1115, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. SF-RP-02-0037):

   Included: All professional employees of the U.S. Coast Guard, Integrated Support Command, Kodiak, Alaska.

   Excluded: All nonprofessional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

4. On December 6, 2001, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. SF-RP-01-0034):

   Included: All nonprofessional employees of the United States Coast Guard, Coast Guard Island, Alameda, California.

Excluded: All non-appropriated fund employees, professional employees, management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

5. On December 2, 1999, the American Federation of Government Employees, Local 1485, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. AT-RP-90022):

Included: All General Schedule and Wage Grade employees of the Department of Transportation, United States Coast Guard, U.S. Coast Guard Base, Miami Beach, Florida.

Excluded: All professional employees, guards, management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

6. On September 13, 2001, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. AT-RP-01-0027):

Included: All professional and nonprofessional General Schedule and Wage Grade employees assigned to the U.S. Coast Guard District Office, Federal Building, and all nonprofessional General Schedule and Wage-Grade employees of the Coast Guard Coast Guard Marine Safety Office, Miami, Florida.

Excluded: All supervisors, management officials, professionals of the Coast Guard Marine Safety Office, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

7. On November 28, 1977, the American Federation of Government Employees, Local 2010, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. 42-4053(RO)):

Included: All non-supervisory employees employed by the Coast Guard Base, Mayport, Florida.

Excluded: Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors as defined in Executive Order 11491, as amended, temporary employees with appointments of 90 days or less, and summer aide employees.

8. On December 7, 1980, the American Federation of Government Employees, Local 3133, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. 3-RO-69):

   All nonsupervisory nonprofessional general schedule and wage grade employees of the U.S. Coast Guard Military Pay Center, Riverdale, Maryland, excluding all professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, temporary employees appointed not to exceed 90 days, management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

9. On May 24, 2007, the American Federation of Government Employees, Local 1923, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. WA-RP-06-0069):

   Included: All professional and nonprofessional general schedule employees of the Coast Guard Yard Curtis Bay, Baltimore, Maryland, Department of Homeland Security.

   Excluded: All management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

10. On June 25, 2007, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. WA-RP-07-0028):

    Included: All professional and nonprofessional general schedule employees of the Engineering Logistics Center, Baltimore, Maryland, United States Coast Guard, Department of Homeland Security.

    Excluded: All supervisors, management officials and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

11. On June 12, 1998, the American Federation of Government Employees, Local 1846, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. BN-RP-80015):

    Included: All nonprofessional employees of the United States Coast Guard, Air Station Cape Cod, Massachusetts.

    Excluded: Professional employees, management officials, supervisors, guards, and employees described in 5 U.S.C. Section 7112(b)(2), (3), (4), (6) and (7).

12. On February 5, 1998, the American Federation of Government Employees, Local 1846, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. BN-RP-70037):

Included: All Wage Grade and General Schedule non-professional employees of the U.S. Coast Guard, Electronic Support Unit, Boston, Massachusetts and detachments.

Excluded: All managers, supervisors, professional employees, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

13. On May 31, 1963, the American Federation of Government Employees, Local 830, AFL-CIO, was certified as the exclusive representative of certain employees of the Coast Guard Base, Woods Hole, Massachusetts.

14. On June 2, 1977, the American Federation of Government Employees, Local 830, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. 52-0749):

Included: All employees of the United States Coast Guard Base, Sault Ste. Marie, Michigan.

Excluded: All professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees and supervisors as defined by Executive Order 11491, As Amended.

15. On October 21, 1996, the American Federation of Government Employees, Local 2747, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. BN-RP-60027):

Included: All permanent non-professional General Schedule and Wage Grade employees of the USCG Activities New York located in the Engineering Division and Administrative Division.

Excluded: All temporary and intermittent employees, management officials, student trainees, guards, firefighters, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

16. On December 11, 1987, the American Federation of Government Employees, Local 2614, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. 2-RO-70009):

Included: All permanent wage grade and nonprofessional classification Act employees employed by U.S. Coast Guard Base, San Juan, Puerto Rico.

Excluded: All supervisors, professional, non-appropriated fund, intermittent, temporary and confidential employees and employees engaged in personnel work in other than a purely clerical capacity, management officials and employees; temporary employees with appointments not to exceed 90 days; management officials; supervisors; and employees defined in 7112(b)(2), (3), (4), (6) and (7).

17. On June 25, 2007, the American Federation of Government Employees, Local 22, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. WA-RP-07-0030):

Included: All professional and nonprofessional employees of the United States Coast Guard Finance Center, Chesapeake, Virginia, Department of Homeland Security.

Excluded: All supervisors, management officials and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7) and temporary employees with appointments not to exceed one year.

18. On July 15, 1998, the American Federation of Government Employees, Local 22, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. WA-RP-70010):

Included: All General Schedule employees employed by the U.S. Coast Guard, Atlantic Area/5th District, Portsmouth, Virginia.

Excluded: All Wage Grade employees, professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

19. On July 15, 1998, the American Federation of Government Employees, Local 2747, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. WA-RP-70010):

Included: All U.S. Coast Guard, Maintenance and Logistics Command, Atlantic nonprofessional, non-Support Center employees located at the Maintenance and Logistics Command, Norfolk, Virginia; the Facilities Design and Construction Center, Norfolk, Virginia; Shore Maintenance Detachments in Cleveland, Ohio and Miami,

Florida; and Ship Repair Detachments Boston, Cleveland, St. Louis, Portsmouth, Virginia, New Orleans and Miami.

Excluded: All professional employees, Wage Grade employees, intermittent employees, student aides, temporary employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

20. On December 30, 2002, the American Federation of Government Employees, Local 2747, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. WA-RP-03-0015):

Included: All professional employees of the Facilities Design and Construction Center, Norfolk, Virginia of the Maintenance and Logistics Command Atlantic, U.S. Coast Guard.

Excluded: All non-professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

21. On July 11, 1972, the American Federation of Government Employees, Local 3313, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. 22-3383):

Included: All non-supervisory professional and non-professional general schedule and wage grade employees of the United States Coast Guard Headquarters, Washington, D.C.

Excluded: All supervisors, guards, management officials, employees engaged in federal personnel work in other than a purely clerical capacity, temporary employees appointed for 90 days or less and cooperative education students.

22. On June 25, 2007, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. WA-RP-07-0031):

Included: All nonprofessional general schedule employees of the National Vessel Documentation Center, Falling Waters, West Virginia, United States Coast Guard, Department of Homeland Security.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

23. On March 1, 2016, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. WA-RP-16-0002):

Included: All non-professional employees of the United Stated Coast Guard, Department of Homeland Security, Sector Hampton Roads, Norfolk, Virginia.

Excluded: All professional employees, management officials, supervisors and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

24. On January 22, 2016, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. SF-RP-16-0009):

Included: All nonprofessional employees of the United Stated Coast Guard, Department of Homeland Security, Vessel Traffic Service, San Francisco, California.

Excluded: All professional employees; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

25. On October 6, 2015, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. WA-RP-15-0033):

Included: All wage-grade employees of the United Stated Coast Guard, Department of Homeland Security, Surface Forces Logistics Center, Asset Logistics Division (SFLC/ALD), Baltimore, Maryland.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

26. On July 15, 2015, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. SF-RP-15-0008):

Included: All nonprofessional employees of the United Stated Coast Guard, Department of Homeland Security, Petaluma Training Center, Petaluma, California.

Excluded: All professional employees; management officials; supervisors; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

27. On June 17, 2015, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. SF-RP-15-0013):

Included: All nonprofessional employees of the United Stated Coast Guard, Department of Homeland Security, Base Los Angeles-Long Beach, San Pedro, California, including those employees located in San Diego, California.

Excluded: All professional employees, supervisors, management officials, and employees described in 5 U.S.C. § 7112(b)(2), (3), (4), (6) and (7).

28. On March 11, 2015, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. DE-RP-14-0028):

Included: All nonprofessional employees of the Personnel Service Center and the Operations Systems Center, Topeka, Kansas, United Stated Coast Guard, Department of Homeland Security.

Excluded: All professional employees, management officials, supervisors, temporary employees on appointments not to exceed 90 days, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

29. On May 20, 2016, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. BN-RP-08-0016):

Included: All non-professional employees of the U.S. Coast Guard, Department of Homeland Security, Base Boston, Boston, Massachusetts.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

30. On September 11, 2015, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. DA-RP-15-0009):

Included: All professional employees of the U.S. Coast Guard, Base New Orleans.

Excluded: All non-professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

31. On July 30, 2015, the American Federation of Government Employees, AFL-CIO, was certified as the exclusive representative of the following unit (Case No. BN-RP-15-0009):

Included: All professional employees and non-professional Wage-Grade and General Schedule employees of the Electronic Support Unit, Boston, Massachusetts, United States Coast Guard, Department of Homeland Security, and detachments.

Excluded: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

Appendix B: Official Time Request

Requestor Name: _____

Phone Number: _____

Date of Activity _____

Location of Activity _____

Start Time of Activity _____

End Time of Activity _____

Clear

Submit

Activity	Transaction Code	Reason for Official Time	Amount of Time Requested	Amount of Time Used
		Examples of situations where official time may be authorized under 5 USC 7131(a):		
	35	Term negotiations.		
	36	Midterm negotiations.		
		Examples of situations where official time may be authorized under 5 USC 7131(c), at the Federal Labor Relations Authority's determination:		
	37	To prepare for arbitration, present arbitration cases, and for any purposes required by the arbitrator after the hearing (e.g., writing post-hearing briefs).		
	37	To meet with an AFGE National staff representative who has been designated to represent the Union in a grievance, arbitration, or Unfair Labor Practice (ULP) charge and for which the Agency is a party.		
	37	To participate in a Federal Labor Relations Authority investigation or hearing as a representative of the Union when the Agency is a party to the matter.		
		Examples of situations where official time may be authorized under 5 USC 7131(d):		
	38	To prepare for term or mid-term negotiations.		
	37	To confer with employees or groups of employees with respect to any matter for which remedial relief may be sought.		
	37	To prepare witnesses for third party cases where the Agency and the Union are a party to the matter.		
	37	To prepare a reply to a notice of proposed disciplinary, adverse or unacceptable performance action when the Union is designated as the employee's representative.		
	37	To prepare reconsideration statement in connection with the denial of a within-grade increase.		
	38	To serve on any Committees or teams in an official Union capacity in accordance with this Agreement or applicable Local Supplemental Agreement.		
	38	To prepare and maintain records and reports required of the Union by the Agency.		
	38	To review and prepare correspondence which is related to the administration of this Agreement.		
	38	To attend formal discussions and investigatory meetings, if designated as the representative.		
	38	To meet with Agency officials to discuss conditions of employment.		
	38	Any other meetings between the Agency and the Union in accordance with this Agreement or applicable Local Supplemental Agreement.		
	38	Training.		
		Other: Identify Transaction Code and Explain		
		Total Time	0.00	0.00

By signing below, I certify that the information provided is true and correct. I understand that if my supervisor approves official time, it will be on a conditional basis, subject to the availability of the 25% limitation authorized to me in the fiscal year. If I have reached the 25% limitation, the conditional approval will be cancelled and I will be responsible for requesting annual leave or leave without pay.

Requestor Signature _____ Date _____

☐ Approved - total number of hours authorized: _____

☐ Disapproved: (provide reason) _____

Supervisor Signature _____ Date _____

Actual Time Certification: By signing below, I certify that the information provided is true and correct. I understand that if my supervisor approves official time, it will be on a conditional basis, subject to the availability of the 25% limitation authorized to me in the fiscal year. If I have reached the 25% limitation, the conditional approval will be cancelled and I will be responsible for requesting annual leave or leave without pay.

Requestor Signature Actual Time Used

Supervisor Signature Actual Time Used

Appendix C: Medical Release

MEDICAL RELEASE

(Subject to the Privacy Act of 1974)

(Form authorized in accordance with an Agreement between American Federation of Government Employees, AFL-CIO Council 120 and the U.S. Coast Guard

Purpose: The use of this Medical Release form is voluntary. This form will be utilized by the United States Coast Guard's Operational Medicine and Quality Improvement Division (CG-1121) only to obtain medical certification related to your sick leave, Family Medical Leave Act (FMLA), medical qualification determination, or Reasonable Accommodation request. By providing the information requested on this form, CG-1121 will be able to obtain information from your medical provider. CG-1121 will use this medical information to develop a medical recommendation that will be provided to your supervisor, Human Resources, or Civil Rights Point of Contact (POC), as appropriate. Your supervisor will then make the final determination on your request. All medical documentation will be kept in your case file at CG-1121. CG-1121 will only share the necessary medical information required for your manager or supervisor to make a decision on your request.

Authorization (completed by the requesting employee): I, _____, authorize the disclosure of my medical information, related to my request for (check one):

____ sick leave

____ leave under the Family and Medical Leave Act (FMLA)

____ a reasonable accommodation

____ medical qualification determination

____ other (explain): _____

To: Operational Medicine and Quality Improvement Division (CG-1121).

Employee's Treating Health Care Provider Contact Information (to be completed by the employee):

Name of health care provider:_____

Mailing address (street address - no P.O. Boxes):_____

City State Office ZIP code:_____

Office telephone number (include area code): _____

Office FAX number (include area code):_____

Instructions for the Treating Health Care Provider (to be completed by the Coast Guard prior to employee signature): Your patient has requested Sick leave, leave under the Family and Medical Leave Act (FMLA), a reasonable accommodation, or medical qualification determination. The Coast Guard seeks a response as to: (e.g. the frequency or duration of a condition, treatment, etc.)

_____

_____

_____

Your response should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA or RA coverage. Limit your responses to the condition for which the employee is seeking sick leave, leave under the (FMLA), a reasonable accommodation, or medical qualification determination.

You are hereby authorized to furnish information from the record of the patient named above, which is in the record system of your facility, and release it to:

Designated Medical Officer:

Name: _____

Phone: _____

Email: _____

Authorization: I am allowing my doctor or primary health care provider to release medical information pertaining to my condition(s) for which I am seeking sick leave, leave under the (FMLA), reasonable accommodation, medical qualification determination and only for medical records dated: from_____ to the expiration of this release (one year from the date of signature).

I further understand that this release is valid for one year from the date signed and that I may revoke it at any time except to the extent that action has already been taken on this authorization.

Employee/Patient Signature: _____

Date:_____

Appendix D: Step 1 - Individual Grievance Form

<table>
<tr><th colspan="4">GRIEVANCE FORM - STEP 1</th></tr>
<tr><td colspan="4">1. Name of Employee(s) [1]:</td></tr>
<tr><td colspan="2">2. Phone Number:</td><td colspan="2">3. Email:</td></tr>
<tr><td colspan="2">4. Organization:</td><td colspan="2">5. Position Title:</td></tr>
<tr><td colspan="4">6. Date of Decision or Action you are Grieving:</td></tr>
<tr><td colspan="4">7. Nature of Grievance: Describe in detail the matter being grieved and any informal attempts to resolve the matter. Include dates, times, places, and individuals involved. Indicate what provisions of the agreement or regulation that has been violated, if any. Additional pages may be used and documentation attached as necessary.</td></tr>
<tr><td colspan="4"></td></tr>
<tr><td colspan="4">8. Specific Personal Relief Sought:</td></tr>
<tr><td colspan="4"></td></tr>
<tr><td colspan="4">9. Do you request a meeting to discuss this Grievance: Yes ( ) No ( )</td></tr>
<tr><td colspan="2" rowspan="2">10. Do you wish to be represented: Yes ( ) No ( )</td><td>10a. Representative's Name:</td><td></td></tr>
<tr><td>10b. Representative's Email:</td><td></td></tr>
<tr><td colspan="4">11. I wish to represent Myself: Yes ( ) No ( )</td></tr>
<tr><td colspan="4">12. Have you filed the substance of this grievance with by any other method (i.e. EEO Complaint/MSPB Appeal): Yes ( ) No ( )</td></tr>
<tr><td colspan="4">12a. Please Explain:</td></tr>
<tr><td colspan="4"></td></tr>
<tr><td rowspan="2">13. Signatures:</td><td>13a. Employee's Signature:</td><td colspan="2">13b. Date:</td></tr>
<tr><td>13c. Representative's Signature (If Any):</td><td colspan="2">13d. Date:</td></tr>
<tr><td colspan="2">14. Grievance Date:</td><td colspan="2">15. Number of Pages Attached:</td></tr>
</table>

[1] If this is a group grievance, complete and submit the Employees Included in the Group Grievance, Appendix H, to identify the group of employees and attach it to this form.

Appendix E: Step 2 - Individual Grievance Form

GRIEVANCE FORM - STEP 2		
1. Name of Employee(s)[2]:		
2. Phone Number:	**3. Email:**	
4. Organization:	**5. Position Title**	
6. Date of Step One Decision:		
7. What, specifically, about the Step One Decision are you grieving to Step Two (additional pages may be used and documentation attached as necessary)?		
8. Please attach the Step 1 Grievance and Decision, including everything that was submitted or received in conjunction with these documents		
9. Signatures:	**9a. Employee's Signature:**	**9b. Date:**
	9c. Representative's Signature (If Any):	**9d. Date:**
10. Grievance Date:	**11. Number of Pages Attached:**	

[2] If this is a group grievance, complete and submit the Employees Included in the Group Grievance, Appendix H, to identify the group of employees and attach it to this form.

Appendix F: Invocation of Arbitration

Invocation of Arbitration	
I hereby invoke arbitration on behalf of AFGE Council 120 Signature of Authorized Representative and Date:	
What is(are) the specific issue(s) you plan to present to the arbitrator? Please attach additional pages as needed	
Date step two decision received:	Step two decision attached: Yes( ) No( )
The union wishes to attempt mediation of this grievance. Yes( ) No( )	

Appendix G: Invocation of Arbitration - Group Grievance Form

Invocation of Arbitration – Group Grievance	
I hereby invoke arbitration on behalf of AFGE Council 120 Signature of Authorized Representative and Date:	
What is (are) the specific issue(s) you plan to present to the arbitrator? Please attach additional pages as needed	
Date step two decision received:	Step two decision attached: Yes( ) No( )
The union wishes to attempt mediation of this grievance. Yes( ) No( )	

Appendix H: Employees Included in the Group Grievance

Employees Included in the Group Grievance	
Please complete block 1or list employees at block 2 and below. Use additional pages as necessary.	
1.This grievance applies to:	
2. List of employees if block 1 is not used.	
Name	Position
No. of additional pages:	

Appendix I: Maxi-Flex Request Worksheet

United States Coast Guard

MAXI-FLEX REQUEST WORKSHEET

Employee's Name (Last, First, MI)	Division/Directorate/Branch/Office	Date

_____

_____

Enter the Proposed Start Time, End time, Daily Hours, In-Office Days, and Weekly total in the appropriate blocks

Pay Period:

Week One	Sun.	Mon.		Tues.		Wed.		Thurs.		Fri.		Sat.	Total
Start Time													
End Time													
Lunch													
Work Time Total													
Days When Core Hours will be Observed													
In-Office Day (Yes/No)													

Week Two	Sun.	Mon.		Tues.		Wed.		Thurs.		Fri.		Sat.	Total
Start Time													
End Time													
Lunch													
Work Time Total													
Days When Core Hours will be Observed													
In-Office Day (Yes/No)													

I certify that accuracy of the entries above and understand that it must be consistent with entries on webTA.

Employee Signature: _____ Date: _____

SUPERVISOR ACTION

_____Approved _____Disapproved _____Approved with modifications below

_____
_____

Remarks

Supervisor Signature: _____ Date: _____

Updated Version: July 1, 2016