

1. “Friday” Force Outs (last day of work prior to Regular Day Off—RDO)-- **Motion was made and seconded to have CBP follow the contract with regards to only using “Friday” force outs after all other possibilities had been exhausted.** After discussion about how this might affect forced overtime on regular days off and vacation time, a vote was taken. **Motion passed 12-Y and 1-N.**
2. Possible Leave and Leave Draw Changes—Past year’s practices allowed the use of advanced leave if scheduled in the beginning of year leave draw. During the year, management began to assert that leave scheduled in the beginning of year draw would only be allowed if the employee had leave time on the books to cover that leave. NTEU prevailed in a grievance to revert to the past practices for the rest of this past year. Management gave notice that they no longer wish to allow advanced leave draw for the upcoming year. If we can’t reach terms, then we revert to the Basic Contract where the most senior officer in a work unit would be allowed to schedule all their leave before the next most senior would get the chance to schedule their leave, and on to the bottom of seniority. Local union leadership agreed to the change in past practices because reverting to the Basic Contract would cause the majority of workers far more problems. The results of an arbitration would be uncertain, and even a win would be short-lived. On positive note, Blaine and Sumas are held to this, but smaller ports can have four draws.
3. Methods of Assigned Work Locations for Flex Work Units—
 - i) The question was discussed, “Should workers have the right to choose flex locations based on seniority, or should some sort of ‘fairness wheel’ be used, possibly requiring all to work at more than one location more often?” Consensus could not be reached. The issue was **tabled** to allow the union to seek more input on the discussion.
 - ii) In a discussion on workers moving between flex work units at the home port to ones at an outlying port, it was noted that management does have to pay for extra mileage to commute to outlying ports, but in the past has offered a dedicated vehicle and used official CBP work time for travel. For Agriculture, if an AS is given a forced TDY to Sumas because there were no volunteers when the TDY was announced, the least senior AS will be required to fill that spot. If this results in increased commuting costs, the worker should discuss with management about reimbursement of commute costs over and above the standard commute to Blaine. Flex unit workers should also be able to apply for excess commute costs if required to use private vehicle to move to other work units, and the costs become more than the standard commuting costs.
4. Use of Force Policy—
 - i) The USE of Force Policy will need some fixes. Blaine Union President Sean Albright has been assigned to the National Policy Negotiating Committee dealing with the Use of Force Policy. Most local issues discussed revolved around the timing constraints needed to give the necessary training and assure proficiency. The new policy requires only twice a year proficiency qualifications, and management wishes to allow only 16 hours per half year for training and proficiency. The trainers will concentrate on teaching those things for which an

officer could be sued or criminally prosecuted. It was noted that the national union lawyers were better with labor law than with criminal law, and the national union should be asked to consider adding criminal law experience.

- ii) It was expressed that it seemed more likely to be hurt in training than at work. Both trainers and leaders agreed. This is due to some officers training at a greater intensity than needed in learning the moves, but also due to the state of mind and thought needed to get an officer to commit the training to muscle and emotional memory. The ultimate goal is to get an officer home every night the officer works, so the training must become ingrained.
- 5. Upcoming Local Election October 30—Due to incorrect addresses at NTEU headquarters, some members have not received their ballots. If missing ballot, contact Ramie Chapin, Cell-360-820-1030 or Home-360-398-2217. This must be done immediately.
- 6. AWS for Friday Harbor—This trial arrangement worked great for Friday Harbor, but was set up contrary to the national contract. Therefore, the local union was forced to not support it for a continued use. The problem is that management requires the ability to allow changes in the schedule at any time. The union will continue to negotiate for AWS without the changes at any time requirement.
- 7. AWS for Blaine Mid shifts—Management was categorically opposed to Mid Shift AWS in Cargo, and did not provide a timely response for Mid Shift PAX.
- 8. Volunteering for shifts in work units you have not bid for –No one was present to discuss the issue so no discussion ensued. Albright will meet with management.
- 9. Seattle locality pay for Friday Harbor and Port Angeles—According to the locality pay law, there are not enough people employed by the federal government traveling from San Juan County into Skagit/Snohomish Counties for work to qualify for the Seattle locality pay. Getting locality pay for the San Juan County ports would require a change in federal law.
- 10. How can someone come off light duty to claim their bid spot and then go back on light duty later?—If persons can get the doctor to sign a note that allows them to go on regular duty at the time of the new bid, and then later present a note requiring light duty, then it will look like this is happening as stated in the question. A doctor's note is considered to be a legitimate medical document. To prevent its use would lead to many more losers than are being seen now. Consensus could not be reached on the issue.

Meeting adjourned with motion and agreeing vote at 1908 hours.

Roger Dormaier, Acting Meeting Secretary.