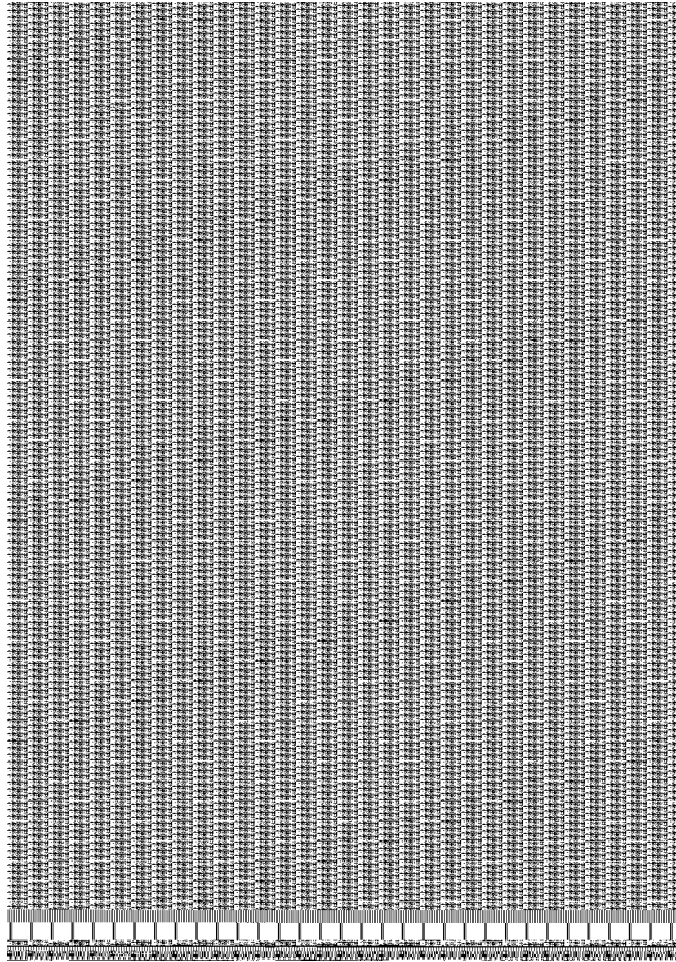


NEGOTIATED AGREEMENT



BETWEEN

LODGE 158
FRATERNAL ORDER
OF POLICE

AND

NAVAL SUPPORT
ACTIVITY
CRANE, INDIANA



Effective

23 January 2009



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Preamble

This Agreement is made and entered into by and between Naval Support Activity (NSA Crane), hereinafter referred to as "the Employer" and Lodge No. 158 of the Fraternal Order of Police (FOP), hereinafter referred to as "the Lodge". This Agreement and such supplementary agreements, as may be agreed upon hereunder from time to time, together constitute a collective Agreement by the Parties thereto.

It is the intent and purpose of the Parties to this Agreement to promote and improve the efficient administration of the Federal service and the vital mission which has been assigned to Naval Support Activity (NSA Crane), Indiana; the well-being of employees so employed; to establish a basic understanding relative to personnel policies, practices, procedures and other matters affecting conditions of employment which are within the discretion of the Commander; and to provide a means for amicable discussion and adjustment of matters of mutual interest. The foremost goal of the Agreement is to achieve an effective, efficient and responsive government that works better and costs less. Primary responsibility and authority for negotiating, approving at Activity level and administering this Agreement for the Employer rests with the Commanding Officer (CO), NSA Crane. On the part of the Lodge, primary responsibility and authority rests with the officers of the Lodge.

The Employer and the Lodge agree that the life, health, safety and morale of employees and effective accomplishment of the Installation's mission covered by this Agreement are paramount.

Article 1

Exclusive Recognition and Coverage of Agreement

Section 1. Exclusive Representation

a. The Employer hereby recognizes that the Lodge is the exclusive representative of all employees in the unit as defined in Section 2 of this Article and the Lodge hereby recognizes the responsibilities of representing the interests of all such employees without discrimination and without regard to labor organization membership, subject to expressed limitation set forth in Article 2 and Article 3 of this Agreement.

Section 2. Unit Defined

a. The unit to which this Agreement is applicable is composed of all non-supervisory Police Officers of the NSA Crane, Force Protection Department, Crane, Indiana and shall exclude all other individuals or employees.

Article 2

Provisions of Law and Regulations

Section 1. It is agreed and understood by the Employer and the Lodge that in addition to Title 5 U.S. Code 7101, all matters covered by this Agreement are governed by the provisions of applicable existing and future laws, regulations and Executive Orders of the Federal Government. This includes, but is not limited to, rules and regulations issued by the Office of Personnel Management (OPM), published policies of the Department of Defense (DoD) and higher echelons within the Department of the Navy (DoN), in existence at the time of this Agreement. Further, the Agreement is subject to subsequently published policies and regulations of such higher levels which are required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling Agreement at a higher Agency level. The requirements of this Section shall apply to all supplemental, implementing or subsidiary Agreements between the Parties.

Section 2. The Employer and the Lodge agree to negotiate, as existing law and regulations allow, on policies and procedures for:

- a. Merit Promotions
- b. Disposition of Grievances
- c. Training
- d. Equal Employment Opportunity
- e. Any other matters as may be dealt with through the collective bargaining process.

Section 3. The provisions of this Agreement, and any other supplemental Agreements, shall supersede any local conflicting instructions. However, in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations, including policies set forth in Title 5 U.S. Code; by published Agency policies, as defined in Article

2, Section 1, and regulations in existence at the time the Agreement was approved; by subsequently published Agency policies and regulations required by law; and by government-wide rules and regulations.

Section 4. It is understood that this Agreement is a "living document" and that no Employer official will initiate or change any policies, procedures, benefits, services and practices of a negotiable nature prior to referring the matter to the Lodge and providing the Lodge with the option to negotiate before implementing. On matters that are non-negotiable, during normal operations, the Lodge will be given at least fifteen (15) days notice in advance, and the Lodge will respond within fifteen (15) days, to submit impact and implementation (I&I) proposals or to request an extension of time to do so. The Employer agrees to notify the Lodge of their decision in the same format as initially submitted by the Lodge. When urgent mission requirements dictate immediate change, the Lodge will be notified as soon thereafter as possible. The Lodge retains the right to submit I&I proposals on any action taken by the Employer, based on urgent mission requirements, when the situation once again returns to normal operation.

Section 5. It is understood that whenever language in this Agreement refers to duties of specific employees or Employer officials, it is intended only to provide a guide as to how a situation may be handled in the absence of the designated official. The Employer retains the discretion to determine who will be the duly appointed representative for Management, and the Lodge will be the duly appointed representative for the Lodge.

Article 3

Management Rights

Article 3 represents the Employer's rights and is taken verbatim from Title 5 of the United States Code (U.S.C.), 7106:

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

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

(2) in accordance with applicable laws ---

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

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

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

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

(II) any other appropriate source; and

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

(b) Nothing in this section shall preclude any agency and any labor organization from negotiating ---

(1) at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project

or tour of duty, or on the technology, methods, and means of performing work;

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

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

Article 4

Rights of Employees

Section 1. Right to Join or Refrain from Joining Unions

a. Each employee of this unit shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join or refrain from joining or assisting the Lodge or refraining from the Lodge activities. Except as expressly provided herein or in Title 5, U.S. Code 7101, the freedom shall be recognized as extending to participation in the management of the Lodge and acting for it in the capacity of a Lodge representative, including presentation of its view to officials of the Employer.

Section 2. Matters of Personal Concern

a. Each employee shall have the right to independently bring matters of personal concern to the attention of appropriate officials of the Employer and/or the Lodge. Such matters may be resolved under the Negotiated Grievance Procedure set forth in Article 18 of the Agreement or under appropriate procedures provided by law or other regulations when the matter of personal concern deals with any matter which is not specifically covered in this Agreement.

Section 3. Conflict of Interest

a. No employee is authorized by Title 5, U.S. Code 7101 to assist a labor organization or participate in its management or represent it, if such activity could result in a conflict of interest or be incompatible with law or the official duties of the employee. In the event such a conflict arises, the individual concerned will be given a reasonable opportunity to correct the condition causing such conflict.

Section 4. Strikes

a. The Employer and the Lodge agree, on behalf of itself and its members, that there shall not be any

strikes, picketing, boycotting, work stoppages, sit downs, or slow-down strikes, or a concerted refusal to render services, or any other curtailment or restriction of work at any time during the duration of this Agreement.

Section 5. Labor Organization Membership

a. Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the organization except pursuant to a voluntary, written authorization by members for payment of dues through payroll deduction, and in accordance with Article 21.

Section 6. Supplemental Agreements

a. The rights of the Lodge members will apply to all supplemental, implementing, or subsidiary Agreements between the Parties.

Section 7. Shower/Weight Room Facilities

a. The Employer will provide shower facilities, as dictated by unusual circumstances, to ensure the health and safety of employees.

b. In order to promote health and wellness within the Department, and assist in meeting any physical requirements, the Employer agrees to provide an appropriate and adequate space, along with exercise/weight equipment for Force Protection Department personnel, accessible 24 hours per day, 7 days a week.

Section 8. Relief for Break Purposes

a. The Employer will provide periodic relief for break purposes, such as use of restroom facilities, to employees assigned to any permanent or temporary fixed post.

a. The Employer will endeavor to provide relief for lunch/mid-shift meal purposes for employees assigned to "hardship" posts which do not have facilities, such as shade/air conditioning or running water, comparable to the majority of the other posts.

Section 9. Employee Representation

a. Upon request by an employee, he/she has the right to have a Lodge official present at any interview by a representative of the Employer when the employee reasonably believes that the investigation may result in disciplinary action and requests representation.

Section 10. Lodge Notification of Accidents

a. The Watch Captain will notify a Lodge official upon the occurrence of an accident involving damage to government-owned equipment.

Section 11. Resignation and Retirement Applications

a. Employees may be permitted to withdraw their signed resignation or retirement applications provided such withdrawal is made prior to the effective date, and provided there is no undue disruption to administrative processing.

Section 12. Relief for Family Emergencies

a. The Employer will provide immediate notification to Lodge members in the event of family emergencies. Additionally, the Employer will promptly relieve unit Lodge members in the event of family emergencies such as illness, injury and/or death. The Employer reserves the right to request verification, in some cases, upon return to duty of the Lodge member.

Section 13. Temporary Medical/Family Accommodations

a. The Employer will attempt to provide accommodations and/or modified duty, for unit members with short term medical/family needs. Such accommodation will be subject to the following conditions:

(1) The duty is medically suitable and approved by the employee's physician;

(2) The accommodation and/or modified duty is temporary in nature.

b. Accommodations may be on any shift with a ninety (90) day time frame. On the ninety-first (91st) day, the temporary assignment must be reviewed by the Employer for an extension, and every thirty (30) days thereafter. In those cases, consideration will be given to post assignments.

Section 14. Matters of Private Concern

a. If an employee is involved in a matter of personal, legal and/or private concern, such matters will be handled as discreetly and privately as possible.

b. Employees will be treated with dignity. All corrective discussions of a private nature with individuals will be conducted in private if it is reasonably possible to do so.

Article 5

LODGE REPRESENTATION

Section 1. Recognized Lodge Officials for Representational Purposes

a. The Employer will recognize the President and Vice President of the Lodge and a total of three (3) shift stewards (one per shift) and one (1) senior steward (advisory) for representational purposes. Further, the Employer hereby agrees to recognize any of the above Lodge Officials to serve as a shift steward in the event of the absence of the regular assigned shift steward.

Section 2. Listing of Lodge Officials

a. At the beginning of each year, or as changes occur, the Lodge will furnish the Employer a written list of officers and authorized stewards indicating their position and shift assignments. Additionally, this list will annotate those six (6) representational Lodge officials. The Lodge will be responsible for displaying this listing on the FOP bulletin board located at Building 10.

b. Officers of the Lodge are authorized to perform and discharge the duties and responsibilities which may be properly assigned to them under the terms of this Agreement and Title 5, U.S. Code 7101.

Section 3. Employer Meetings with the Lodge

a. The Security Officer and the Commanding Officer (CO), Naval Support Activity (NSA Crane), agree to meet with the Lodge President on an "as needed" basis to discuss matters of mutual concern. These meetings will be held embracing a philosophy of cooperative problem solving. These mutual briefings are intended to enhance and maintain a positive relationship between the Employer and the Lodge. Agenda items will be provided in advance of the meeting by both parties, and minutes of the meeting will be kept.

b. These meetings will be held no more than once a week, but no less than once a month.

c. The Employer will also grant the Lodge a seat at, but not limited to, the Installation Board of Directors meeting, or meetings that may affect working conditions.

Section 4. Official FOP Visitors

a. The Employer agrees that National, State and District Officials of the FOP shall be admitted to the Installation and shall be governed by Security Regulations.

Section 5. Committees and Boards Representation

a. It is agreed that the Lodge will have one (1) representative member, if the Lodge so desires, on any existing or newly established committee or board which deals with personnel policies and practices or matters affecting general working conditions of the bargaining unit employees. Excepted are committees or boards which deliberate or make non-negotiable management decisions protected by Title 5, U.S. Code 7106, Management Rights, as defined in Article 3.

Section 6. Lodge Official's Shift Changes

a. The Employer agrees to consult with the Lodge as far in advance as possible, but no less than one (1) week prior to changing the shift of Lodge Officials, except when the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Article 6

CONSULTATION AND INFORMATION

Section 1. Regulations, Policies and Instructions

a. The Employer agrees that current Code of Federal Regulations and Local Notices and Instructions will be made available for review upon request by a Lodge member. The Lodge will receive copies of proposed instructions or changes to existing instructions which have a direct bearing on personnel policies, procedures, working conditions or information which may have a direct impact upon unit personnel, for review and comment. This Article does not apply to documents or information which are classified in nature.

b. The Employer agrees that Post Orders, instructions and procedures will be kept updated and the Lodge will be afforded the opportunity to review and comment on new and/or revised Post Orders. Additionally, Post Orders will be available for each specific Post to which they pertain.

c. The Employer agrees, under routine circumstances, to ensure all policies and procedures are written into instructions, notices, standard operating procedures and post orders and provided to all employees in advance of their enforcement. Changes to policies will be communicated to the Lodge before implementation. This does not preclude management notification of revision or change due to unforeseen or urgent requirements.

Article 7

USE OF OFFICIAL TIME

Section 1. Lodge Representative's Time

a. The Employer shall not impose any interference, coercion or discrimination against the designated representatives of the Lodge in the responsible exercise of their right to serve as representatives for the purpose of collective bargaining, handling grievances and appeals, furthering effective labor-management relationship or action on behalf of an employee or group of employees within the bargaining unit. The Lodge agrees that its representatives will consistently strive to improve communications between unit employees and their supervisors, promote efficiency of the Force Protection Department Police force by eliminating inequities and increasing the morale of employees. Such efforts will be focused on the goal of making the force Protection Department a better place to work.

Section 2. Time for Conducting Lodge Business

a. The Employer agrees to allow reasonable time to employees and Lodge officials for conducting authorized business. The following procedures will be utilized:

(1) For employee requests: The employee will be granted a reasonable amount of time necessary for the discussion of authorized business pertinent to his/her employment with Lodge officials. The employee shall request permission from his/her immediate or designated supervisor to leave the job for this purpose. After the availability of the person to be contacted has been ascertained, the supervisory decision to grant or deny will be made promptly. Permission will be granted unless undue interruption of work or safety hazards would result. When it is necessary for an employee to contact a Lodge official, the steward assigned to the employee's regular shift will be contacted. If that steward is not available, the employee may contact any Lodge representational official, as defined in Article 5, Section 1.

(2) For Lodge requests: The Lodge representative will contact the appropriate supervisor of the unit employee requesting Lodge assistance and receive his/her approval before visiting the employee. The Lodge representative must state where the Lodge business will be conducted, that it concerns authorized business pertinent to the represented employee's employment, and give an estimate of the official time both he/she and the unit employee will require. Supervisory permission, in these instances, will be granted promptly except when undue interruption of work or safety hazards would result. Upon completion of the authorized visit, the Lodge representative will notify the supervisor so that the supervisor is aware that both the Lodge representative and the employee is available to resume normal duties. If the employee's supervisor and the Lodge official's supervisor are different individuals, both must approve the official time.

Section 3. FOP President Official Time

a. The Employer agrees to grant adequate official time to the President of the Lodge to accomplish his/her representational responsibilities, such as administering the Lodge's obligations under this Agreement. Both the Employer and the Lodge agree that three (3) days official time and two (2) days in uniform each week constitutes adequate official time. The Lodge President will be assigned to the day shift schedule. Official time each week, during the hours consistent with the Employer, will normally be 0600 to 1400. However, the President may adjust the hours as needed in order to address concerns on other shifts, as long as eight (8) hours has been accounted for, and his or her official time remains 0600 to 1400. Additional time, if needed, will be granted by mutual agreement between the Lodge and by the Force Protection Department Director.

Article 8

TRAINING AND EMPLOYEE DEVELOPMENT

Section 1. Training Policies

a. The Employer and the Lodge agree that training and development of employees within the Department is a matter of primary concern to both parties. Procedures and policies shall be developed, through labor and management cooperation, to seek the maximum training and development of all employees, consistent with the Employer's mission and budget constraints. The Employer agrees to provide training in accordance with OPNAVINST 5530.14 series, and map reading to all Police Officers. Consistent with its needs, the Employer agrees to develop and maintain progressive policies and programs designed to achieve this purpose. The Employer agrees to extend full consideration to all training opportunities provided by the Lodge.

Section 2. Development Opportunities

a. Consistent with mission accomplishment, budget constraints and achievement of increased effectiveness, training may also be provided which will enable employees to attain their career objectives. The Employer agrees to furnish a bulletin board to post training bulletins such as: fliers from the Indiana law Enforcement Academy (ILEA).

Section 3. Equitable Opportunity for Training

a. The training needs of all employees, or groups of employees, shall be given consideration consistent with the established Department priorities and in accordance with pertinent regulations regarding training of employees.

Section 4. Employee Development

a. It is recognized, by both parties, that employee development planning is a critical element of human capital strategy. Employee development planning also provides an opportunity for bargaining unit employees to enhance their career development.

Section 5. Lodge Officials Training

a. Union officials will be provided official time and travel expenses to attend training that benefits the Installation objectives, i.e., training and development that emphasizes employee participation, teaming, empowerment, conflict resolution and any other mutually beneficial functions.

Section 6. Career Development

a. The Employer agrees, with the assistance of the Human Resources Office (HRO), to provide career counseling to employees to assist them should they desire and request career development.

Article 9

PERSONNEL POLICIES AND PROCEDURES

Section 1. Administrative Leave and Allowed Time

a. The Employer agrees to administer all leave in a consistent manner.

b. For the purpose of this Article, administrative leave is defined as an excused absence from duty, off the Installation, without any loss of pay and/or charge to leave. Allowed time is defined as recorded time charging the expense of salaries and wages of employees when authorized to be absent from regularly assigned duties during the regular workweek. Allowed time, however, must be spent on the Installation.

c. Voting and Registration: When the polls are open less than three (3) hours before or after the employee's scheduled hours of work, management may grant sufficient excused absence to enable the employee to vote, after considering workload requirements. A request for excused absence must be made in writing and contain a self-certification that the employee will use the period of excusal to vote.

d. Blood Donation: An employee donating blood on the Installation in the Navy Blood Donor Program, during their scheduled work hours, may be granted up to two (2) hours allowed time for the donation and recuperation. The Employer and the Lodge agree that, under normal circumstances, employees will donate blood on-Installation in the Navy Blood Donor Program. In unusual cases where donating blood off the Installation during their scheduled work hours becomes necessary, an employee may be granted up to four (4) hours administrative leave for the donation and recuperation. Insofar as practical, excused absence for this reason must be requested in advance.

Section 2. Annual Leave

a. Annual leave will be requested in advance and scheduled according to workload requirements and regulations. Except for circumstances of emergency, it is

expected that at least two (2) per shift will be permitted use of scheduled annual leave.

(1) It is recognized that any approval may be subject to rescheduling or cancellation due to urgent or unforeseen workload requirements.

(2) Three (3) leave schedules will be maintained for unit employees (one (1) for each shift). These schedules will not include canine units or the FOP President. The Employer has the right to deny requests for leave when security and minimum manpower requirements, as established by the Force Protection Department Director, will not permit the employee's absence from duty. Minimum manpower is defined as the minimum number of employees needed for the Department to operate at a given security level.

b. The following procedures for scheduling annual leave will apply to all unit employees:

(1) The employee must have a sufficient leave balance (by the beginning of the scheduled leave period) to cover the entire leave period requested.

(2) Requests for annual leave for the upcoming year may be made anytime prior to the review date of 1 October of the current year. If the employee is going to be absent on 1 October, the request can be post dated for that date; however, the request will not be reviewed until the review date. All requests submitted for the review date will then be determined by departmental seniority.

(3) After the 1 October review date, it is considered "open season". The first request for annual leave will be the first considered for approval. The requests will be reviewed in order of receipt, using the date that the request is submitted. In the event of a conflict of dates on a request which cannot be resolved by mutual agreement between the supervisor and the employee's involved, departmental seniority, as defined in this Agreement, will be the determining factor.

(4) Each employee is permitted to schedule periods of up to two (2) weeks. Requests may be submitted beginning 1 October for the following calendar year.

(5) Once leave is approved, the leave is locked in, and it may only be cancelled by the employee, or Section 2a(2) of Article 9 applies.

(6) Leave requests shall be approved or denied in writing, no later than the end of the shift the following day. Specific reasons for the denial must be in writing.

(7) If there is still a conflict over departmental seniority, this will be addressed on a case by case basis by the affected employee(s) and the Watch Commander.

c. Carry over annual leave, in excess of 240 hours, may be approved by the Force Protection Department Director and the Commanding Officer (CO).

d. Employees who are veterans may be given up to eight (8) hours annual leave in any one (1) day to participate as active pallbearers or as members of firing squads or honor guards in funeral ceremonies for veterans or members of the Armed Forces of the United States. The request will be made at least one (1) day in advance of the leave being taken.

e. Subject to the need for the services of the employee, leave will be granted upon request for those persons requesting leave for religious holidays of their faith. Such absences will be charged to annual leave, if available. Employees may earn compensatory time, in lieu of authorized overtime, to be used for religious observances when the employee's personal religious beliefs require that the employee abstain from work. Compensatory time will be granted for this purpose to the extent that it will not interfere with the efficient accomplishment of the Employer's mission.

f. When inclement weather or hazardous weather conditions, or unforeseen circumstances, result in an employee being late or absent for work, the employee may

submit a written request for annual leave to their supervisor. The amount of annual leave and/or its approval will be based upon a consideration of all the circumstances surrounding the case.

g. Court Leave: An employee is entitled to paid time off, without charge to leave, for service as a juror or witness. An employee is responsible for informing his or her supervisor if he or she is excused from jury or witness service for one (1) day or more or for a substantial part of a day. To avoid undue hardship, an agency may adjust the schedule of an employee who works nights or weekends and is called to jury duty. (If there is no jury/witness service, there is no court leave. The employee would be charged annual leave, sick leave, or leave without pay, as appropriate.) **Jury Duty:** An employee who is summoned to serve as a juror in a judicial proceeding is entitled to court leave. **Witnesses:** An employee who is summoned as a witness in a judicial proceeding in which the Federal, State or local government is a party is entitled to court leave. **Official Duty:** An employee who is summoned as a witness in an official capacity on behalf of the Federal government is on official duty, not court leave.

h. Holidays: Employees may request a holiday/holiday weekend off, beginning 1 October for the following calendar year, in accordance with the annual leave process. Any remaining holiday time available will be offered to employees based on departmental seniority. For each holiday, as many employees as feasible, in accordance with Article 9, Section 2a(2), will be allowed to take the holiday.

Section 3. Sick Leave

a. The Lodge recognizes the importance of sick leave and the obligation of the employee, as well as the advantage to him/her to utilize it when the absence is in accordance with 5 CFR 630. The Lodge therefore, agrees to support the Employer in its efforts to eliminate unwarranted or improper use of sick leave and to encourage employees to conserve sick leave so it will be available in case of extended illness.

b. Subject to the need for the employee's services, the Employer may grant sufficient hours of sick leave for medical, optical, dental or chiropractic treatment in accordance with 5 CFR 630. Such requests must be supported by Standard Form 71, giving the physician's or licensed practitioner's name, date and hour of appointment.

c. Approved absence otherwise chargeable to sick leave may be charged to annual leave when requested by the employee.

d. The Supervisor may grant sick leave only when the need for sick leave is supported by administratively acceptable evidence. He/she may consider the employee's self-certification as to the reason for their absence as administratively acceptable evidence, regardless of the duration of the absence.

e. If a supervisor determines it is necessary, he/she may require a medical certificate or other administratively acceptable evidence as to the reason for an absence in excess of three (3) workdays, or for a lesser period.

f. If a supervisor has reason to believe an employee may be abusing the sick leave privilege, he/she may advise the employee in writing, via a Letter of Requirement coordinated through HR personnel, that all future requests for unscheduled sick leave must be supported by a physician's statement to verify incapacitation; otherwise, sick leave will be disapproved and appropriate disciplinary action may be taken. This required certification must be submitted to the approving supervisor upon return to duty following each absence for which unscheduled sick leave is requested while under a letter of requirement

(1). The leave record of employees under this Letter of Requirement will be reviewed every six(6) months by the supervisor. If the leave record has improved sufficiently, as determined by the Employer, the requirement may be dropped and the employee will be so notified in writing.

e. Family Medical Leave Act/Family Leave Without Pay. Employees are allowed to use leave without pay in accordance with the Family and Medical Leave Act (FMLA) for birth and care of a newborn child of the employee; the placement of an adoptive or foster child with the employee; the care for a spouse, child or parent of the employee who has a serious health condition; or a serious health condition which impedes the employee's performance in his/her position.

(1) Employees are entitled up to twelve (12) weeks of unpaid leave during a twelve (12) month period. FMLA is in addition to other paid leave available to employees. Leave may be taken intermittently, or the employee may work under a schedule that is reduced by the number of hours of leave taken under FMLA.

(2) Employees must notify their supervisor of their intent to take FMLA as soon as practical or, when possible, thirty (30) days before leave is to begin.

(3) Employees may be required to provide medical certification in cases of serious health conditions.

Section 4. Emergency Annual and Sick Leave Procedures

a. When emergencies arise which require the use of annual or sick leave which has not been scheduled, the employee will notify the Emergency Dispatch as soon as possible before the start of his/her shift, unless circumstances exist which prevent such notification. Notification to the Emergency Dispatch of impending absence will include the cause and the expected duration of the absence and how the employee may be contacted. Both parties agree that this advance notification is mutually beneficial, therefore, employees must accept the responsibility for reporting their impending absence. Notification to the Emergency Dispatch does not constitute leave approval. The employee remains responsible for obtaining leave approval via his/her chain of command upon return to work. The Employer retains the right to approve or disapprove such leave requests based on the circumstances of each individual case.

Section 5. Adequate Time.

a. Adequate time, as determined by the Employer, will be provided to employees when necessary to draw equipment, inspect equipment and vehicles, for post relief travel, and to turn in or put away government property and equipment in their possession. A reasonable amount of time will be allowed to conduct business with on-Installation facilities, while in a pay status.

Section 6. Assignment of regular days off.

a. Seniority on current assigned shift will be used in assigning regular days off (RDOs). If an employee voluntarily reassigns permanently to a different shift, that employee's shift seniority will start over the date of reassignment. If an employee is involuntarily assigned to a different shift, the employee will retain their previous shift seniority.

b. Two (2) employees on the same shift may exchange RDOs on a temporary basis if the request is made prior to the start of the pay period, the RDOs remain in the same pay period, and the Employer determines that no undue disruption to operations would result.

c. Each time RDOs become available on an assigned shift, employees will be notified in writing. Employees will be given the opportunity to review the available RDOs and to accept or refuse. Once reviewed and signed by the employee, that decision may not be revoked until the review/decision process is complete. In the event there is more than one volunteer for the available RDOs, assignment will be given to the most senior, by shift seniority.

Section 7. Employee Request to Change Post Assignment.

a. If two employees request to change their post assignment, they will notify their immediate supervisor as soon as possible prior to the start of the shift of the requested change. In the event the request is denied, a reasonable explanation will be provided to the employees, in writing.

Section 8. Shift Changes

a. In the event of a vacancy on any shift, the Employer will advise employees, in writing, of the vacancy and will consider volunteers before involuntarily assigning a person to the vacancy. Voluntary requests will be considered by departmental seniority. Involuntary assignments will be made in inverse order of seniority, as determined by most recent appointment/transfer into the Force Protection Department.

b. An employee's request to change his/her shift assignment temporarily (not to exceed ninety (90) days) may be granted at the discretion of the Employer, unless such approval would cause undue disruption of operations.

Section 9. Unavoidable Tardiness

a. Final authority for excusing up to ten (10) minutes of unavoidable tardiness rests with the immediate supervisor; up to sixty (60) minutes of unavoidable tardiness can be excused only by the Force Protection Department Director or his/her designated representative.

Section 10. Administrative Leave - Administrative Leave for Volunteer or Auxiliary Police Officers

a. Police Officers who are members of a volunteer Police Force or an Auxiliary Police Force, and who are called to duty for the outside community, may be allowed up to twenty (20) hours of administrative leave per calendar year. In these instances, Police Officers must provide appropriate documentation of the need for their services when requesting administrative leave.

b. If a Police Officer encounters an emergency on the commute to work, the Officer may request an amount of administrative leave appropriate to the circumstance. Documentation of such circumstances may be required by the Employer to support the request for administrative leave. Administrative leave requests will be reviewed on a case by case basis. Authority to grant or deny such requests rests with the CO.

Section 11. Administrative leave resulting from inclement weather.

a. The CO will make the determination when administrative dismissal/closure is authorized for the entire workforce, including all Police Officers, because of weather conditions, disaster or other natural phenomena that exist within the commuting area. Further, the CO, or his/her designated representative, will determine call back requirements of essential personnel based on the specific type of emergency which exists.

b. The notification of administrative dismissal/closure due to these conditions will be reported to the surrounding news media (radio stations) at the earliest possible time. Also, there is a Weather Advisory Mailbox, accessible by calling (812)854-2603 or 1-800-854-1795. This notification applies when the decision of the administrative dismissal/closure is made prior to the start of the affected work shift.

Section 12. Severe weather conditions.

a. When severe weather conditions, road conditions, disaster or other natural phenomena preclude travel on public access roads for a portion of the workforce or individually causing unavoidable tardiness or absence, the cognizant Department Director will make the determination of the amount of administrative leave to be granted.

(1) The amount of time to be granted will be based upon the individual circumstances the above conditions created. There is no automatic entitlement for administrative leave solely based on the fact that county officials declared a snow emergency.

(2) Police Officers requesting administrative leave under these conditions will provide a written request to the CO, NSA Crane, via the chain of command. This request will include employee certification that the employee's public access roads to work were impassable and reasonable alternative routes (normally interpreted as twenty (20) additional miles one way) were not available or accessible to the employee.

(3) Police Officers who cannot report to duty due to the inclement weather are required to notify their supervisor as soon as possible. The supervisor will assess the operational requirement to determine which alternatives to implement (i.e., calling in another employee to work). If conditions improve during their shift which would permit them to travel to the Installation, they are to notify their supervisor of their availability and be prepared to report to duty.

Section 13. Outer or remote posts.

a. The Employer agrees Officer safety takes priority when staffing posts and patrols. Manpower permitting, outer or remote posts may be staffed with two officers, unless doing so requires the payment of overtime.

Article 10

OVERTIME POLICIES

Section 1. Overtime Distribution

a. The Employer and the Lodge agree that this Article is intended to ensure, as far as practicable, the equitable distribution of overtime work among all employees.

(1) The Employer will maintain three (3) overtime logs, one for each shift, showing the credited hours of overtime for each employee.

(2) The overtime log will reflect the employee's names, the shift, RDOs and Departmental seniority.

(3) Employees will be solicited in the order of least overtime worked first, next smallest amount of overtime worked, etc. Mandatory overtime will be assigned in similar order. In the event of employees with an equal amount of overtime credited, departmental seniority will be used for the tiebreaker.

(4) Employees who accept the overtime will be credited on the overtime log for the total number of hours offered (for example: If an employee is offered 8.0 hours of overtime, yet leaves early and works only 4.0 hours, that employee will be charged as if they had worked the 8.0 hours). Overtime will be credited for the amount worked no matter how the employee is paid, either by overtime pay or compensatory time.

(5) If an employee is offered overtime and refuses, the employee is not charged in the overtime log.

(6) Employees who request to leave before the total number of hours offered for overtime is completed, will be credited the total amount of hours offered on the overtime log. The employees will be paid only for the number of hours actually worked.

(7) The overtime log balances will be returned to zero (0) at the start of each calendar year. The overtime log may be reviewed anytime by the FOP Lodge, but not less than once a month.

Section 2. Inherent Overtime

a. The Employer will endeavor to equitably distribute inherent overtime by rotation of post assignments among shift employees. Any employee who, after reviewing his/her post assignment chart, determines that they do not wish to work the overtime inherent to an assigned post on a day that they are scheduled to work that post, may express their desire to not work the post inherent overtime to their shift supervisor. The supervisor will solicit volunteers from other employees on that shift. If there are two (2) or more volunteers, the volunteer with the least worked overtime for the year to date will be assigned the overtime. If there are no volunteers, the employee originally assigned to the post with the inherent overtime will work the overtime. Overtime worked on such posts will be charged as any other overtime worked, to the respective employee's overtime balance.

Section 3. Scheduling Overtime

a. The following steps will be followed by the Employer when assigning overtime to bargaining unit employees, in accordance with Section 1 of Article 10.

(1) Solicit personnel, on scheduled regular day off (RDO) from shift on which the overtime is generated.

(2) Solicit personnel who are scheduled to work shifts immediately before or after the shift on which the overtime occurs. The employee will work "hold over" or "early in" overtime.

(3) Solicit personnel on scheduled RDO from remaining shifts.

(4) In the event that forced overtime becomes necessary, it will be assigned to the employee on shift with the least amount of overtime.

Section 4. Telephone contacts for overtime.

a. When contacting an employee, at home, for overtime, the Employer will annotate no contact if the employee is not at home or the call is received by a telephone answering machine. In cases where a telephone answering machine is used by the employee, the supervisor will identify themselves and give a short explanation for the call, including the date and time. In these instances, the supervisor will continue through the assignment process. If the employee returns the call prior to the overtime being assigned, the employee will have the option to volunteer for the overtime assignment. If the employee cannot be contacted, the employee will not be charged for overtime in the log.

Section 5. Overtime breaks.

a. The Employer agrees that when four (4) hours or more of overtime is required of unit employees, provisions will be made for them to obtain food and allow them a break from work in order to eat this food.

Section 6. Call in overtime.

a. In the event an employee is called in for overtime, a minimum of two (2) hours of overtime will be paid to unit employees.

Article 11

MERIT SELECTION AND PROMOTION

Section 1.

a. The Employer agrees to utilize merit staffing procedures and flexibilities when filling positions which are covered by unit members as defined in your servicing HRO instructions.

Section 2.

a. In vacancies involving potential promotion opportunities for Force Protection Department employees, the Employer agrees to initially restrict the Area of Consideration (AOC) to internal applicants only. In the event qualifications of more than one candidate are considered to be equal, additional consideration will be given to the most senior (i.e., Departmental seniority) for the position.

Article 12

SAFETY

The Employer agrees to maintain safe working equipment, practices and conditions within its control.

Section 1. Employee Responsibility

a. The Employer and the Lodge agree it is the duty of all employees and supervisors to report any unsafe conditions or unsafe acts. After reporting unsafe conditions to the supervisor, if the employee feels timely action has not been taken to correct the situation, he/she is encouraged to call the Security Officer at extension 5642, the Safety Office at extension 1625, the Personnel Hotline, or report via OPNAVINST 5100.23B (Navy Employee Report of Unsafe or Unhealthful Working Condition)

Section 2. Employer's Responsibility

a. The Employer will give full consideration to the varied conditions to which all security personnel are exposed while performing their duties on patrol. In the event that a Police Officer has an accident in a vehicle, the Employer will give full consideration to environmental factors, such as weather conditions, road hazards and wildlife, during the investigation.

b. Employees will not be required to remain in, or enter into an area that has been evacuated due to an accident/incident where possible hazardous toxic fumes are present without protective equipment or protective clothing until the area has been deemed safe by the On-Scene Commander for all employees to re-enter the area.

Section 3. Road Conditions

a. The Employer will give full consideration to the conditions of the off-Installation road system due to severe weather as reported by the employee and any information reported through available weather reporting mechanisms, such as IDACS. These considerations will be weighed prior to the Employer ordering any employee in to work. The Employer will not determine such employee to be

in an absent without leave (AWOL) status for failure to report as ordered/scheduled without full consideration of all the facts and information surrounding the case. Information considered will include the employee's testimony, flood/ice/snow reports and road closures.

Section 4. Provisions when ordered to work.

a. If an employee is specifically ordered into work by the Employer, and subsequently injured, the employee has the right to file a claim with the Office of Worker's Compensation.

Section 5. Adverse Weather Patrols.

a. The Employer will give the utmost consideration to situations which pose an imminent danger to employees performing foot or vehicle patrols. In the event an employee is conducting operations within, or near, an explosive area during "Red Alert" warning of possible lightning strike, the employee will take shelter according to protocol. The opening of any gate or conducting checks near explosive areas will not continue until an "All Clear" is given. Patrols in areas experiencing extremely hazardous road conditions due to ice and/or snow will be similarly curtailed, unless the Employer determines such patrols to be of critical importance to the security of the Installation.

Section 6. Checks During Gun Hunts

a. The Employer and the Lodge agree that Officers doing physical and/or visual checks on locations or buildings take priority during the hunting season. Further, it is understood that having civilians hunting with firearms in areas that are required to be checked pose an undue risk. Therefore, firearm hunting will not be permitted in areas during required checks.

Section 7. Safety Committee

a. It is agreed that all employees are responsible for working in a safe manner and reporting unsafe conditions. A safety committee shall be formed, consisting of equal management and bargaining unit employees. This committee goal shall use Operational Risk Management (ORM) to reduce,

eliminate and address potential safety concerns. This committee will have the authority to evaluate the causes and recommend correction to safety deficiencies for reports of injuries that occur at the work place. While it is understood that police work is inherently dangerous, it is agreed that incidents that happen while on duty are a concern that must be addressed and prevented when possible.

Article 13

INJURY AND COMPENSATION ADMINISTRATION

Section 1. On-the-job Injuries

a. The Employer agrees that all employees injured on-the-job shall be brought to the Occupational Health Clinic for immediate medical attention unless hospitalization is required and delay would endanger life or limb. The Medical Officer, or his/her representative, will decide whether the employee should be transported directly to a hospital for additional treatment and care. The injured employee may select a duly qualified area physician or hospital in lieu of the Occupational Health Clinic and its staff for treatment of an injury sustained in the course of employment. The employee will immediately report an injury to his/her immediate supervisor and submit the appropriate compensation forms as soon as practical. Employees on the second or third shifts whose injuries are such as to require extensive outpatient care or repetitive visits to medical facilities off the Installation will, whenever practicable, be assigned to the first shift if they so desire. The Employer will designate a responsible official to assist employees and to coordinate the administration of the Federal Employee's Compensation Act (FECA) in accordance with current laws and regulations. The Employer agrees to brief employees who are injured on-the-job in regard to their rights and benefits under the FECA as soon as practical. Employees returning to duty from a job-related injury covered by FECA will be cleared through the Occupational Health Clinic. The shift supervisor will ensure that a Lodge official or steward is notified of an on-the-job injury within twenty-four (24) hours.

Section 2. Off-Installation Treatment

a. The Employer and the Lodge agree that all off-installation appointments for medical treatment or consultation due to an on-the-job injury will be made during the employee's work day insofar as practicable. Medical treatment for Office of Worker's Compensation Program (OWCP) approved claims will be charged to excused absence (pay code LV) and must be coordinated through the HR Office.

Article 14

GENERAL PROVISIONS

Section 1. Lodge Office Facilities

a. The Employer agrees to furnish to the Lodge, an office and furniture necessary for an office setting, which includes, but is not limited to, internet capable computer, printer, fax machine and phone in an office.

Section 2. Lodge Meeting Space

a. The Employer agrees to provide meeting space at the Employer's discretion for official Lodge meetings which require more space than the Lodge office. Space so provided will correspond, as far as practicable, to the number of attendees expected. The Lodge agrees to request such space a reasonable time in advance. The Lodge will be responsible for housekeeping, security and assurance to the Employer that no unit employees will use official time to attend such meetings. The Employer agrees to approve annual leave, which is applied for a reasonable period in advance, for Lodge officials and/or unit employees to attend such meetings, unless such approval would result in undue interference with operations.

Section 3. Unofficial Bulletin Boards

a. NSA Crane will provide unobstructed bulletin board space for the Lodge, for posting Lodge notices of meetings, recreational or social affairs, elections, results of elections or other appropriate literature. The Employer and the Lodge agree that the material will adhere to ethical standards and maintain a professional appearance.

Section 4. Copies of the Negotiated Agreement

a. The Employer agrees to furnish a copy of this Agreement to current unit members and new hires.

Section 5. Death Notification

a. Upon receiving information of the death of any employee in the unit, the Lodge and the Human Resources

Office will notify the other party as soon as possible of such information.

Section 6. Special Pay

a. In the event an employee is erroneously shorted ten percent (10%) or more of his/her base pay, he/she will be paid via special pay action as soon as practicable. Special payments will normally be made within a 72 hour period. Shortages of under ten percent (10%) of base pay will be corrected on the following payday.

Section 7. Government Furnished Equipment

a. The Employer agrees to furnish all equipment, such as rain coats and boots (type of boots will be optional to employees), used in the performance of assigned duties consistent with DoD, Navy and other applicable regulations. The Employer will endeavor to provide equipment comparable in quality and effectiveness to that commonly used by outside law enforcement professionals or other federal law enforcement agencies. The Employer will make every reasonable effort to furnish a police vehicle as prescribed by/in OPNAVINST 5530.14D. Police vehicles will have all appropriate marking in accordance with DoD and Department of the Navy regulations. Employees will maintain equipment in their custody in effective working order and to a professional level of appearance.

Section 8. Uniform Allowance

a. The Employer has agreed that the maximum allowable uniform allotment, allowed by regulation, will be disbursed as a lump sum in January.

Section 9. Non-issued Duty Gear

a. The Employer agrees the employee may purchase and utilize non-government issued equipment, at their own expense, duty gear to be used in the operation of their duty as a Police Officer that is not normally issued. This includes, but is not limited to: Thigh holsters, gloves, duty belt suspenders, duty weapon holster of higher retention or comfort, etc. Members must choose gear that is of the same material/type/quality that is issued. All

equipment is subject to approval by the Force Protection Department Director.

Section 10. Replacement and/or Cleaning Uniform/Personal Property

a. Employees may be reimbursed for damage to and cleaning of uniforms and personal property, when such damage or soil (i.e., blood, urine or other biohazard) results from the performance of duties. The Employee must file a claim form via the chain of command to the claims officer and must be approved prior to reimbursement.

Section 11. Off-Duty Firearm

a. Officers may request authorization to carry their personal firearm to and from work in accordance with OPNAVINST 5530.14D. The decision to approve or disapprove such requests rests with the CO.

Section 12. Inventory/Inspections

a. The purpose of this Section is to ensure verification of custody and responsibility for equipment and vehicles available for use by Police Officers. Management involvement in regular inspections and inventory will validate accountability and functionality. Therefore, all inventories of keys, armory, weapons, issued gear and vehicles, along with any inspections, shall be conducted by the Lead Police Officer or a member of management or their designee, and submitted to the Chief of Police.

Section 13. Employee Recognition

a. The Employer and the Lodge agree to support special recognition of the Police Officers. The recognition is a benefit to the Police Department and employee morale. To this end, both Parties agree to develop and administer a program that will provide special recognition to Officers.

Article 15

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Section 1. EEO Principles

a. The Employer and the Lodge are committed to the principle of Equal Opportunity for all persons and promoting the full scope and realization of EEO.

Section 2. Lodge Referrals to EEO

a. The Lodge agrees that employees who come to a Lodge official with the belief they have been discriminated against on grounds of race, color, religion, sex, national origin, age or handicapping condition will be immediately referred to the EEO Office.

Article 16

JOB DESCRIPTIONS/CLASSIFICATIONS

Section 1. Employee Rights

a. The Employer agrees that newly hired unit employees will be furnished a copy of their position/job description. Any employee who believes his/her job classification is incorrect may, at any time, bring this matter to the attention of his/her supervisor. If the supervisor agrees that a revised job description and/or reconsideration of the job classification is in order, he/she will promptly initiate the appropriate action in accordance with applicable regulations. If the employee is not satisfied with the results obtained, he/she may make an informal complaint to the Human Resources Office (HRO). A member of the HRO will then discuss the case with the employee. If desired, the employee may be accompanied by a Lodge official during this discussion. If the question is not resolved to the employee's satisfaction in this manner, he/she may file a formal classification appeal in accordance with applicable regulations, but may not grieve such a matter under Article 18 (Negotiated Grievance Procedures) or Article 19 (Arbitration) of this Agreement.

Section 2. Changes

a. The Lodge may, at any time, initiate a recommendation for a change in job descriptions or standards for a particular category of positions. Appropriate representatives of NSA Crane and the Lodge will meet to discuss the facts pertaining to the recommendations.

Section 3. New/Revised Standards

a. The Employer agrees to advise the Lodge of the receipt of new or revised job classification standards and directives which directly affect the classification or pay of employees in the unit. Additional information concerning these matters will be furnished to the President of the Lodge upon request.

Section 4. Utilization of Employees

a. The Employer agrees to utilize employees of the unit on work appropriate to their job classification, as described in their official job descriptions to the maximum extent practical.

Article 17

ADVERSE AND DISCIPLINARY ACTIONS

Section 1. Definition

a. Internal-disciplinary: Internal disciplinary actions are defined as verbal warnings, letters of caution, letters of warning and letters of requirement. These actions are intended to prevent more formal disciplinary action. Such letters are not placed in the employee's Official Personnel Folder (OPF) in the Human Resources Service Center, Northeast Region (HRSC-NE). However, these letters may be in effect for the time determined in the letter, or may be cancelled after review at no less than three (3) months and may be used as a prior offense when determining an appropriate penalty for future infractions.

b. Disciplinary Actions: Disciplinary actions are defined as letters of reprimand and suspensions up to, and including, fourteen (14) days. Letters of reprimand are the lowest form of formal discipline and are placed in the employee's OPF for a period of two (2) years from the date of issue and may be used as a prior offense when determining an appropriate penalty for future infractions. Suspensions require an SF-50, Notification of Personnel Action, and will be placed in the employee's OPF.

c. Adverse Actions: Adverse actions are defined as suspensions of more than fourteen (14) days, demotions, furloughs of more than thirty (30) days and removals. Such actions require an SF-50 and will be placed in the employee's OPF.

Section 2. Purpose

a. The purpose of discipline is to correct the offending employee and maintain discipline and morale among other employees. Adverse actions taken for disciplinary reasons will be initiated and effected by the Employer in keeping with applicable laws, regulations and instructions. Degrees of penalties will be based on the seriousness of the offense and the relevant factors pertaining to the case.

Section 3. Alternative Discipline Resolution

a. Alternative Discipline (AD) is defined as a form of alternative dispute resolution (ADR) that, like more traditional ADR techniques such as mediation, facilitation, etc., can be used effectively to resolve, reduce or even eliminate workplace disputes that might come from a circumstance where disciplinary action is appropriate. AD is an alternative to traditional discipline where the traditional penalty would be less than removal. This form of "discipline" is to make employees act as their own agent for change and assume responsibility for the consequences of their misconduct. Unlike the traditional discipline process which labels the employee as "bad" and places the supervisor in a parent-like role of dispensing punishment, this process treats all parties as adults and emphasizes the need to resolve the workplace problems created by the employee's misconduct. It is agreed that, when deemed appropriate by the Employer, and agreed upon by the employee, AD methods/techniques will be utilized.

Section 4. Disciplinary Action Investigation

a. Before any adverse action is initiated, an investigation will be made which will ensure the employee and his/her Lodge representative (if the employee so chooses), is given an opportunity to present his/her side of the case. As a general rule, this will include a discussion of the alleged offense between the employee, his/her representative and the appropriate Employer official. The employee's statements will be considered before a decision is made. The Employer will furnish the affected employee an extra copy of the notification of any proposed disciplinary action and the final decision. The employee may furnish this copy to the Lodge if he/she desires that the Lodge be notified.

Section 5. Employee Representation

a. When responding to a proposed disciplinary action, the employee may elect to be represented by one (1) person of his/her choice. If the employee elects to have a representative other than the Lodge, the Lodge will have the right to have an observer present. The employee's choice of an agency representative may only be disallowed by the Employer if such representation would result in a

conflict of interest or position, conflict with priority needs of the Employer or give rise to unreasonable costs to the Government.

Section 6. Inaccurate Documents, Personnel File

a. Should any employee have reason to believe that there are inaccuracies in documents contained in his or her personnel file, the employee may notify the servicing Human Resources Office and request their folder. If the employee should find any inaccurate documents, they have the right to challenge the information. If the information is found to be inaccurate, it will be removed and the employee will receive notification of the corrected action.

Article 18

GRIEVANCE PROCEDURE

Section 1. Purpose-Scope of Grievance Procedure

a. The purpose of this Article is to provide a mutually acceptable method, applicable only to the Employer, the Lodge and unit members, for prompt and equitable settlement of grievances. This procedure shall be the exclusive process available to the parties and unit members for resolving grievances. It is agreed that both parties will attempt to settle grievances at the lowest possible level. The following matters are excluded from the grievance procedure of this Agreement:

- (1) EEO discrimination complaints;
- (2) Any claimed violation relating to prohibited political activities;
- (3) Any matter pertaining to retirement, life insurance or health insurance;
- (4) A suspension or removal under Title 5 U.S. Code, Section 7532 (National Security Reasons);
- (5) Any examination, certification or appointment;
- (6) The classification of any position;
- (7) A violation of re-employment priority rights appealable under Title 5, CFR 330;
- (8) A violation of re-employment or reinstatement rights appealable under Title 5, CFR 352;
- (9) Loyalty cases under Title 5 U.S. Code, Chapter 13, Section 1304;
- (10) Injury compensation under Title 5 U.S. Code, Chapter 81, Section 8121;
- (11) Dual pay determinations;

(12) Fitness for duty examination decisions reviewable under Title 5, CFR 831;

(13) Decisions to terminate temporary, indefinite or probationary employees in accordance with Title 5, CFR 315/316;

(14) Allocation of positions in excepted service;

(15) A reduction in force decision appealable under Title 5, CFR 351;

(16) A level of competence decision appealable under Title 5 CFR 531;

(17) Adverse actions appealable under Title 5 CFR 752;

(18) The identification of performance elements or the content of performance standards;

(19) Department of the Navy Central Adjudication Facility (DONCAF) decisions on revocation of security clearance.

Section 2. Grievances affecting the bargaining unit

a. The President of the Lodge may present grievances affecting the entire unit, or a major section of the unit, directly to any of the following three (3) Employer officials:

- (1) The Law Enforcement Chief of Police
- (2) The Force Protection Department Director
- (3) The Commanding Officer, NSA Crane

b. Such grievances will be initially addressed to the lowest ranking of the three (3) Employer officials who either took the action or has the authority to settle the matter. If settlement is not reached, the Lodge President may elevate the grievance to the next higher official, up to and including the CO or his/her designated representative. Such grievances will initially be presented informally and both parties agree to attempt to

resolve the concern at this stage. If the matter is not resolved to the satisfaction of the Lodge President within seven (7) calendar days, the grievance will then be reduced to writing and submitted to the appropriate Employer official. The Employer must respond, in writing, within seven (7) calendar days after receipt.

Section 3. Representation

a. Employees using this procedure will be represented by the Lodge or an individual approved by the Lodge, unless the employee(s) present a grievance directly to the Employer for settlement and he/she does not wish the Lodge to become involved. In such cases, the settlement cannot be inconsistent with the terms of this Agreement and the Lodge must be given an opportunity to be present at the time an offer of settlement is made orally. If the employee desires to process his/her grievance directly to the Employer, the CO or his/her designated representative will make the final decision which cannot be grieved further.

b. It is agreed that the Lodge has complete authority to grieve in the name of the Lodge when a group of employees in the unit have a common grievance and all the employees grieving have agreed to be represented by the Lodge. Refusal to participate in the grievance will not affect the right of an employee to process his/her grievance individually if he/she so desires.

Section 4. Timely Filing

a. Any grievance not taken up with the appropriate supervisor by the employee and his/her shift steward within thirty (30) calendar days after the occurrence of the matter which prompted the grievance, shall not be processed and not considered at a later date, except in cases where it is clearly evident that the employee or complaining party had no opportunity to become aware of the action leading to the grievance.

Section 5. Steps in the Grievance Procedure

a. The following grievance procedure applies to all employees in the unit:

Step 1. The employee shall first discuss his/her grievance informally with his/her immediate supervisor or the Employer official who took the action being grieved. The employee may be accompanied and represented by his/her Lodge steward. The Employer and the Lodge agree to discuss all aspects of the informal grievance case in an attempt to resolve the matter in an equitable fashion at this level. If the grievance is not satisfactorily settled following the initial informal discussion, a formal written grievance may be submitted to the appropriate immediate supervisor within seven (7) calendar days. The formal written grievance will contain the details of the complaint, the specific provision(s) of the Agreement involved and the corrective action desired by the employee. A copy of the written formal grievance will be furnished to the Human Resources Office by the Lodge. The appropriate supervisor will then give his/her written answer to the formal grievance within seven (7) calendar days.

Step 2. If the grievance is not satisfactorily resolved at Step 1, it will be submitted to the next appropriate management official, normally the Chief of Police. These meetings will be held within seven (7) calendar days after receipt of the Step 1 written decision to the formal grievance and will include the employee and his/her designated representative. The Chief of Police will give his/her written decision within seven (7) calendar days after the meeting.

Step 3. If the grievance is not satisfactorily settled at Step 2, it will be taken up with the Force Protection Department Director within seven (7) calendar days after receipt of a written decision from the Chief of Police. The Force Protection Department Director will meet with the employee and his/her designated representative within seven (7) calendar days after receipt of the written decision from the Chief of Police. The Force Protection Department Director will give his/her written decision within seven (7) calendar days after the meeting.

Step 4. If the grievance is not satisfactorily settled at Step 3, it will be taken up with the CO within seven (7) calendar days after receipt of a written decision from the Force Protection Department Director. The CO will meet with the employee and his/her designated

representative within seven (7) calendar days after receipt of the written decision at Step 3. The CO will give his/her written decision within seven (7) calendar days after the meeting.

Step 5. If a grievance is not satisfactorily settled at Step 4, a formal written request for arbitration may be submitted to the Employer in accordance with Article 19.

Section 6. Witnesses

a. The Employer and the Lodge may call a reasonable number of relevant employee witnesses at each step of the grievance procedure. Such witnesses will be on official time, if otherwise in a duty status. The parties will, upon request of the other party, permit inspection of pertinent records insofar as permissible without violating laws, regulations or government policy, for the purpose of substantiating the contentions or claims of the parties. Both the Employer and the Lodge mutually agree that submission of new evidence/witnesses at any level in the grievance process will necessitate that the grievance go back through the lower steps of the grievance process, allowing that appropriate management official to hear/see the new evidence before a new decision is made.

Section 7. Failure to meet time limits

a. Failure of the Employer to meet the time limits prescribed above will permit the employee or the Lodge to move the grievance to the next step of the grievance procedure. Failure of the employee or the Lodge to meet the time limits prescribed above will constitute withdrawal and termination of the grievance. The time limits provided herein at Steps 1 through 6 can be extended by mutual agreement of the parties involved at the appropriate step. These extensions must be submitted in writing with a copy provided to HRO. Any level of the Employer and/or Lodge official may grant extension authority.

Section 8. Copies of the Decision

a. The Employer will forward a copy of the grievance and the decision to a Lodge official at the conclusion of each step of the grievance procedure.

Section 9. Options and Obligations of the Lodge

a. Nothing in the Agreement will be so interpreted as to require the Lodge to pursue a grievance for an employee, if the Lodge considers the grievance to be invalid or without merit. The Lodge is obligated, when reviewing or submitting complaints, grievances, appeals or problems encountered, to make every reasonable effort to ascertain, document and present the true facts relating to the situation in order to facilitate appropriate and timely resolution or action.

Section 10. Adverse effects of filing

a. The Employer and the Lodge recognize and endorse the importance of bringing to light and adjusting grievances promptly. The initiation of a grievance in good faith by an employee will not cause any reflection of his/her standing with his/her supervisor or on his/her loyalty/desirability to the organization. In the same regard, a grievance filed by an employee will not be considered a negative reflection on that employee's supervisor.

Section 11. Question of Grievability

a. In the event that either the Employer or the Lodge should declare a grievance non-grievable, the reasons for its non-grievability will be provided to the grievant. All disputes of grievability shall first be referred to a mediator. The mediator will hear arguments regarding both the grievability and the merits of the case at the same hearing, unless the parties agree otherwise. After all attempts to resolve the issue is completed through mediation, an arbitrator, as defined in Article 19, will be called if the decision is made to pursue the case.

Article 19

ARBITRATION

Section 1. Request for Arbitration

a. If the Employer and the Lodge fail to settle any grievance processed under the Negotiated Grievance Procedure, arbitration may be requested by the President of the Lodge or the OIC or his/her designated representative. Arbitration must be requested within fifteen (15) calendar days from the date of the decision at the final step of the grievance procedure outlined in Article 18.

b. In questions of whether the issue is grievable, arbitration may be requested within fifteen (15) calendar days after issuance of the final decision regarding grievability.

Section 2. Selecting an Arbitrator

a. Within five (5) calendar days from the date of the request for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to provide a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within ten (10) calendar days after the receipt of such list. If they can't mutually agree upon one (1) of the listed arbitrators, then the Lodge and the Employer will each strike one (1) arbitrator's name from the list of five (5) and will then repeat this procedure. The remaining person shall be the duly selected arbitrator.

Section 3. Expenses of Arbitration

a. The arbitrator's fee and expense of arbitration, including the cost of completing the hearing transcript, shall be borne equally by the Lodge and the Employer. The arbitration hearing will be held on the Installation premises during normal working hours, Monday through Friday.

Section 4. Arbitrator's Award

a. The arbitrator will be requested to render his/her

findings to the Employer and the Lodge no later than thirty (30) calendar days after the conclusion of the hearing. The arbitrator's award shall be binding on both parties. However, either party may file exceptions to an award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

Section 5. Arbitrator 's Authority

a. The arbitrator shall not have the authority to add to, subtract from or modify any of the terms of this Agreement or any Agreement supplementary thereto. The arbitrator shall have jurisdiction only as to the application or interpretation of any provision of this Agreement.

Section 6. Official Time

a. If the hearing is extended beyond the normal workday, no overtime will be paid to either Employer or Lodge officials.

Section 7. Arbitration Proceedings

a. Except as mutually agreed by the parties, arbitration under this Article will be conducted as oral proceedings with no verbatim transcript. Either party may utilize a tape recorder at their own expense.

Article 20

UNFAIR LABOR PRACTICES

Section 1.

a. Any suspected unfair labor practice will be brought to the attention of the Employer or the Lodge prior to the other party filing an official action.

Article 21

DUES WITHHOLDING

Section 1. Authorization

a. Individual unit members may have their Lodge dues withheld from their biweekly pay. Authorization for dues withholding will be by means of recognized Authorization for Allotment forms submitted by the Lodge President to the Comptroller Department.

Section 2. Revocation

a. The Comptroller will terminate an allotment:

(1) When the Lodge loses the required recognition under the provisions of Title 5, U.S. Code 7101;

(2) When the employee leaves the bargaining unit covered by this Agreement;

(3) When the employee has been suspended or expelled from the Lodge;

(4) At the written request of the employee. An employee's request will be effected at the beginning of the first pay period after the employee's anniversary date for revoking the dues deduction authorization. That anniversary date will be one of the following dates:

(a) 1 September of each year, if the current dues deduction was authorized by the employee prior to 1 September 1978; or

(b) On the anniversary date of the current dues deduction authorization, if the authorization was made after 1 September 1978.

Article 22

DRUG-FREE WORKPLACE

a. The Employer and the Lodge strongly support the policy of the Secretary of the Navy to strive for a workplace free from the effects of illegal drug use and solicits the support of all bargaining unit personnel to accomplish this goal. Illegal drug use is incompatible with the maintenance of the Navy's readiness, safety of its employees and the reliable accomplishment of its mission on behalf of the nation. The method of achieving this goal for a drug-free workplace is by determent and rehabilitation, but in a manner which is fully consistent with our obligation under all applicable laws and regulations, including the Federal Service Labor-Management Regulations Statute.

b. NSA Crane procedures and policies shall be developed, through labor-management cooperation, to accomplish this goal.

c. A copy of the policy and procedures shall be given to the Lodge for the record and review annually. These policies and procedures will be made available to employees upon request. Further, statistics of screens shall be made available to the Lodge upon written request. The statistics will only have the number of Officers and supervisors screened on each shift for that screening process and will be used to ensure screening is equal and department wide.

Article 23

SMOKING

a. The Employer and the Lodge wish to support the policy of the Secretary of the Navy. Smoking will not be permitted inside any government vehicle or building.

b. Because established fixed posts must be manned at all times to preclude physical security breaches, smoking may be permitted at these fixed post areas. The Employer and the Lodge agree that Officers will not smoke in the presence of members of the public or non-smoking Crane employees. Smoking shelters will be provided at permanent fixed posts at Gate #1 and Gate #4. At Gates 2, 3 and 5, smoking will be allowed in outside designated smoking areas only.

c. Mobile posts will be allowed to smoke outside vehicles while on patrol or conducting building checks in outdoor areas; however, smoking will be in designated areas in accordance with safety and Command policies.

Article 24

DURATION AND CHANGES

Section 1. Length of Contract

a. This Agreement shall remain in full force and effect for three (3) years from the date approved by the Department of Defense; however, this Agreement shall terminate at any time if it is determined the Lodge is no longer entitled to exclusive recognition under Title 5, U.S. Code 7101.

Section 2. Reopening Clause

a. By mutual consent of the Employer and the Lodge, this Agreement may be opened for amendment or added to by supplemental agreement at any time it is considered that a portion of the Agreement is unworkable. A request for modification must include:

- (1) A summary of the proposed change;
- (2) The Article(s) affected; and
- (3) The background or reasons for requesting the change.

b. If the Employer and the Lodge mutually agree to reopen the matter for negotiation, such negotiations will commence within thirty (30) calendar days of the mutual consent to negotiate. Modifications agreed upon and approved by the Department of Defense will become part of the original Agreement and will terminate at the expiration date of the Agreement. This Agreement constitutes the entire Agreement between the parties, the sum total of terms and conditions to which the parties agreed to abide and there will be no side agreements or understandings, written or unwritten, other than those contained in this Agreement.

Section 3. Renegotiating a New Contract

a. When renegotiation for a new Agreement is requested, the initial notice must be submitted in writing 120 days prior to the expiration date of this Agreement and

will contain the general title or heading of each item proposed and a brief, concise statement containing an outline of the meaning or intent of the item to be opened for negotiation.

b. Within ninety (90) days prior to the expiration date of this Agreement, the parties agree to exchange statements containing detailed language for each of the items originally proposed in accordance with Section 3a of this Article.

c. Negotiations for a new Agreement will commence not more than sixty (60) days, nor less than thirty (30) days prior to the expiration date of this Agreement.

d. Negotiations will be confined to those items exchanged in accordance with Section 3a and 3b of this Article.

e. It is understood by both the Employer and the Lodge that renegotiations of this Agreement may be conducted utilizing Interest Based Bargaining techniques, in which case procedures contained in Sections 3a through 3d may be waived if mutually agreed upon by both parties.

Resources

For additional information regarding the Articles in this Negotiated Agreement, the following list is provided:

United States Code

<http://www.gpoaccess.gov/uscode/index.html>

Code of Federal Regulations

<http://www.gpoaccess.gov/cfr/index.html>

Office of Personnel Management www.opm.gov

Department of the Navy Human Resources www.donhr.navy.mil

Federal Labor Relations Authority www.flra.gov

Merit Systems Protection Board www.mspb.gov

Fraternal Order of Police www.grandlodgefop.org

NSA Crane Division Force Protection Department

<https://sharepoint.crane.navy.mil/NSA/forceprotection/>

GLOSSARY

Activity: Naval Support Activity, Crane Division, Crane, IN

Administrative Leave: Excusal from work and authorized to leave the premises without charge to the employee's accrued leave. Employees must be in a work/duty status, either directly before or directly after the administrative leave. Administrative leave cannot be used in conjunction with other types of leave (i.e., half day annual leave and half day administrative leave).

Agency: Department of the Navy

Allowed Time: Excusal from work while remaining "on the clock" and on the premises to attend to personal business of short duration (i.e., visit to the credit union) or to attend to collateral duty (i.e., meetings, training).

Arbitrator: A third party with the authority to make decisions in a grievance matter. An arbitrator's decision is binding to all parties involved in the grievance or dispute.

Bargaining Unit Employee: An employee included in an appropriate bargaining unit for which a labor organization has been granted exclusive recognition.

Day: Unless otherwise noted, means calendar day

Department Seniority: The date one is hired into the Force Protection Department. In the event the date is the same as another employee, any federal time shall be added to determine the ranking among the two employees.

Grievance: A written request by an employee or group of employees for personal relief in a matter of concern or dissatisfaction relating to the employment of the employee(s) that is covered by this Negotiated Agreement.

Mediator: An independent third party who assists disputants in finding a mutually acceptable solution to their dispute.

Official Time: Time allowed away from normally assigned duties to conduct authorized business such as negotiations, employee representation, or to serve on committees or teams that further management/Union relations.

Relief: A specific remedy directly benefiting the grievant(s), that may not include a request for disciplinary action affecting another employee.

Service Computation Date (SCD): The date one enters into Federal service

Shift Seniority: The date one is assigned to a shift. If the date is the same as another, then departmental seniority shall be used to determine seniority between the two employees.

Time Limits: Any time limit may be extended by mutual agreement of the involved parties. When calculating time limits, the day of an action or receipt of a document is not counted. The last day of the time limit is counted unless it is a day on which the employee is not regularly scheduled to work. In those cases, the last day of the time limit shall be moved to the next regularly scheduled work day. All time limits are counted in calendar days.

Unusual Circumstances: Means, in the context of Article 4, Section 7, when the employee, in the course of their duties, comes into contact with (on their person and/or clothing) with excessive dirt, chemicals or biological matter.

DOUGLAS FACTORS

A number of factors are relevant for the Employer's consideration in determining the appropriateness of a penalty. Those generally recognized as relevant include the following:

1. The nature and seriousness of the offense, and its relation to the employee's duties, position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
2. The employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence of the position;
3. The employee's past disciplinary record;
4. The employee's past work record, including length of service, performance on the job, ability to get along with fellow workers and dependability;
5. The effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon supervisor's confidence in the employee's ability to perform assigned duties;
6. Consistency of the penalty with those imposed upon other employees for the same or similar offenses;
7. Consistency of the penalty with any applicable agency table of penalties;
8. The notoriety of the offense or its impact upon the reputation of the agency;
9. The clarity with which the employee was on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
10. Potential for the employee's rehabilitation;
11. Mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and

12. The adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Signed this day, 1/13/09, at the
Naval Support Activity Crane, Indiana, subject to the
approval of the Department of Defense

Approved by the Department of Defense on
JAN 23 2009, to be effective, Jan 23 2009.