

NEGOTIATED AGREEMENT

BETWEEN

NAVY REGION MID-ATLANTIC PUBLIC SAFETY PROGRAM MANAGER

AND

INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

LOCAL 800

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PREAMBLE

In accordance with the provisions of the Federal Service Labor Management Relations Statute, 5 USC Chapter 71, the following Agreement is entered into between the U.S. Department of the Navy, Commander, Navy Region Mid-Atlantic Public Safety Program Manager (Now known as Program Director for Public Safety) referred to as the "EMPLOYER" and the International Brotherhood of Police Officers, Local 800, referred to as the "UNION". The pronoun used herein is neutral language and includes both male and female.

It is the intent and purpose of the PARTIES to: promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of the Federal Service Labor Management Relations Statute; establish a basic understanding relative to personnel policies, practices and procedures, and matters affecting other conditions of employment; and provide a means of amicable discussion and adjustment of matters of mutual interest. It is the intent of the Agreement to promote a cooperative relationship between the PARTIES through an orderly and constructive process.

Whenever language in this contract appears to assign specific duties to specific individuals, it is intended only to provide a guide as to how a situation is to be handled. Management retains the right to determine who will perform specific duties.

ARTICLE 1

THE PARTIES

Section 1. The Parties to this Agreement are the Security Directorate and Emergency Dispatch, Public Safety Program Manager (now known as Program Director for Public Safety), Commander Navy Region Mid-Atlantic (Employer) and the International Brotherhood of Police Officers (IBPO), Local 800 (Union).

Section 2. It is agreed and understood that effective communication between management and the individual employee is essential to the effective accomplishment of the mission of this activity.

ARTICLE 2

UNIT DESCRIPTION AND RECOGNITION

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the unit as defined in Article 1.

Section 2. The bargaining unit includes "All nonprofessional employees of the Public Safety Program Manager, Security Directorate, and Dispatchers assigned to the Emergency Management Directorate, Commander, Navy Region Mid- Atlantic, U.S. Department of the Navy, including personnel located in Philadelphia, Pennsylvania" but excludes "All police officers located in Philadelphia, Pennsylvania; all professional employees, management officials, supervisors, and employees described in 5 U.S.C. Sections 7112(b)(2), (3),(4),(6), and (7)" as described in the Certification of Representative of April 10, 2009.

According to 5 U.S.C. 7103 (15) "professional employee" means -

(A) An employee engaged in the performance of work -

(i) requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study in an institution of higher learning or a hospital (as distinguished from knowledge acquired by a general academic education, or from an apprenticeship, or from training in the performance of routine mental, manual, mechanical, or physical activities);

(ii) requiring the consistent exercise of discretion and judgment in its performance;

(iii) which is predominately intellectual and varied in character (as distinguished from routine mental, manual, mechanical, or physical work); and

(iv) which is of such character that the output produced or the result accomplished by such work cannot be standardized in relation to a given period of time; or

(B) an employee who has completed the courses of specialized intellectual instruction and study described in subparagraph (A)(i) of this paragraph and is performing related work under appropriate direction or guidance to qualify the employee as a professional employee described in subparagraph (A) of this paragraph.

ARTICLE 3

DURATION AND EFFECT

Section 1. This Agreement shall remain in full force and effect for a period of three (3) years from the date of approval by the Department of Defense. It is agreed that either Party may submit to the other Party notification of intent to commence negotiations of a new Agreement or a renewal of this Agreement not less than sixty (60) days prior to the expiration date of this Agreement. In accordance with the foregoing and applicable laws and regulations, the Agreement shall be forwarded to Department of Defense for approval of renewal in one (1) year increments subject to Agency Head Review.

Section 2. Any amendment(s) agreed upon by the Parties shall be reproduced by the Employer and distributed to employees, the union and the employer via electronic means (notably via E-mail).

ARTICLE 4

PROVISIONS OF LAW AND REGULATION

Section 1. It is agreed and understood by the Employer and the Union that, in the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, by published Employer policies and regulations in existence at the time the Agreement was approved, and by subsequently published Employer policies and/or regulations required by law.

ARTICLE 5

DISTRIBUTION OF AGREEMENT

Section 1. This Agreement will be typed in final format by the Employer. After review and approval of the Agreement, in its entirety, by the Department of Defense, the Employer will print the Agreement in a pocket size booklet form (3 'A" x 5 'A"), as mutually agreed upon by the Parties. The Employer will distribute copies of the Agreement to all unit members until the supply of booklets is exhausted. After the supply is exhausted, employees, including newly hired employees will receive a copy of the contract through electronic means, notably via E-mail. The Union will be provided

75 copies of the Agreement for internal use.

Section 2. Any amendment(s) agreed upon by the Parties shall be reproduced by the Employer and distributed to employees, the union and the employer via electronic means (notably via E-mail).

ARTICLE 6

EMPLOYER'S RIGHTS

Section 1. Subject to the provisions of 5 U.S.C., Chapter 71, nothing in this Agreement shall affect the authority of any management official of the Employer to determine the mission, budget, organization, number of employees, and internal security practices of the activity. In accordance with applicable laws, nothing shall affect the authority of any management official of the activity:

1. To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
2. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which its operations shall be conducted;
3. With respect to filling positions, to make selection for appointments from -
 - a. Among properly ranked and certified candidates for promotion; or
 - b. Any other appropriate source; and
4. To take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Section 2. Nothing in this Article shall preclude the EMPLOYER and the UNION from negotiating:

- a. At the election of the EMPLOYER on the numbers, types, and grades of unit employees or positions assigned to any organizational subdivision, work project or tour of duty or on the technology, methods, and means of performing **work**;
- b. Procedures which the EMPLOYER will observe in exercising any authority under this Article; or
- c. Appropriate arrangements for unit employees adversely affected by the exercise of any authority under this Article by the EMPLOYER.

ARTICLE 7

EMPLOYEE RIGHTS

Section 1. Employees have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. All internal Union activities shall take place outside of working hours except as otherwise provided under 5 U.S.C., Chapter 71. Such rights include the right:

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

2. To engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees under 5 U.S.C., Chapter 71.

Section 2. The Union shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the agency in connection with an investigation if:

- i. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- ii. The employee requests representation.

Section 3. Employees desiring to review their Official Personnel Folders (OPFs) must contact their supervisor to make arrangements.

Section 4. The Agency agrees to annually post a notice informing employees of their rights given under 5 U.S.C. 7114 (2) (B).

Section 5. In accordance with the Statute, the Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievances or any personnel policy or practices or other general condition of employment.

Section 6. Unit employees are free to resign at any time, identify any effective date they choose, and to have their reasons for resigning entered into their official record. The unit employee may, in writing, withdraw their resignation before the resignation becomes effective; the employee must provide a reason to withdraw the request for resignation. The Employer may deny the request for withdrawal for a valid reason. A valid reason for denial of withdrawal includes, but is not limited to, administrative disruption or the hiring or commitment to hire a replacement.

ARTICLE 8

GENERAL PROVISIONS

Section 1. The parties will adhere to the Department of Defense Joint Ethics Regulations, Standards of Conduct, and the Law Enforcement Code of Ethics.

Section 2. The Parties agree that if a Memorandum of Agreement (MOA) is agreed to with adjacent cities and bargaining unit employees are affected, the Union will be provided a copy of the agreement.

Section 3. The Employer will determine the assignment of work to include how all assets will be utilized; however, should the conditions of employment of bargaining unit employees change (e.g., saluting, new instructions being implemented) the Employer agrees to notify the Union accordingly and if appropriate, engage in impact and implementation bargaining.

Section 4. During roll call, it is at the discretion of the Watch Commander whether bargaining unit personnel are allowed to sit. If the Watch Commander determines bargaining unit employees are permitted to sit and there is limited seating availability, seating will be on a first-come, first serve basis.

ARTICLE 9

ORIENTATION

Section 1. Upon graduation of bargaining unit employees from the Police Academy or equivalent training conducted by the Employer, when requested, the Union will be provided the names and work locations of new police officers, and all other new bargaining unit employees, for example, employees located at the Pass and ID office, dispatchers, and security assistances.

Section 2. During new employee orientation, the Union will be allotted 15 minutes to address the new bargaining unit employees. The Union will request a date and time from the Precinct Commander and/or the appropriate management official. The purpose of this address is not for internal union business, which includes, but is not limited to, solicitation of dues or membership requests.

ARTICLE 10

EQUAL EMPLOYMENT OPPORTUNITY

Section 1. The Employer and the Union strongly endorse the principles and objectives of the Equal Employment Opportunity (EEO) Program set forth in applicable laws and regulations.

Section 2. It is the policy of the Employer to provide EEO for unit employees regardless of race, color, national origin, religion, sex, age, or physical or mental handicap condition.

Section 3. The Employer is responsible for pursuing the Navy's goals and by employing EEO in personnel matters.

Section 4. It is agreed that the Parties will treat personnel with respect, and should be committed to maintaining a work place free from unlawful discriminatory practices and inappropriate behavior.

Section 5. Employer policies and procedures for reporting violations of EEO (to include sexual harassment) will be posted on official bulletin boards.

Section 6. Employees shall have the right to representation at each stage of the complaint proceedings, including meetings with an EEO counselor.

Section 7. The Parties agree that it may be necessary to make a reasonable workplace accommodation for a person with a disability as classified under current law, rule or regulation, if requested and appropriate unless doing so will result in undue hardship to the Employer. A unit employee must request reasonable accommodation in writing. Unit employees who make a request for reasonable accommodation will be expected to:

- a. Make their need(s) known to their supervisor; and
- b. Submit administratively acceptable documentation in support of that request.

The Employer will respond to the unit employee's request for a reasonable accommodation in writing and if the request is denied, the employer will provide a reason for the denial.

ARTICLE 11

FACILITIES AND BULLETIN BOARDS

Section 1. The Employer agrees to provide the union with a secure and private office space within the Sewells Point Precinct. The Parties agree the office space will be pre-cleaned prior to the Union's move.

Section 2. The Union may obtain furniture and equipment from the Defense Reutilization Marketing Office (DRMO). The Employer will provide the appropriate forms so that the Union can obtain the necessary items from DRMO, at no cost. The Employer will provide telephones with local telephone service and DSN lines.

Section 3. Locked Union bulletin boards will be made available for exclusive use by the Union for the posting of notices and literature at each precinct and designated wall/bulletin board space for offices not located in the precincts, such as Pass and ID and Dispatch offices. The Union will be responsible for the content of all such material and shall ensure that it does not violate any law or regulation, or contain libelous or abusive language.

ARTICLE 12

NEGOTIATIONS

Section 1. Negotiation is defined as collective bargaining between the Employer and the Union with the objective of reaching formal written agreement with respect to personnel policies and practices and matters affecting working conditions, so far as may be appropriate under applicable law, regulations, and published policies.

Section 2. Matters appropriate for negotiation between the Parties are those pertaining to personnel policies, practices, and conditions of employment which are within the discretion of the Employer and are appropriate for negotiation under applicable law.

Section 3. Procedures for Bargaining:

1. It is agreed that the Employer will provide the Union President/designee with an advance written notice of any proposed changes to or new policies, programs, and/or procedures relating to conditions of employment of bargaining unit employees. The notification will indicate the general nature of the proposed change and the planned implementation date, if known. Time limits may be extended by mutual agreement of the Parties.

2. The Union shall have fifteen (15) calendar days from the date of notification to do one of the following three:

a. Request to bargain. The request shall be in writing and include written proposals. The Parties will meet within five (5) calendar days of the union's request to commence bargaining. Or the Union may:

b. Request to meet to discuss the proposed change. The Parties will meet within five (5) calendar days of the union's request to meet to discuss the reasons contained in the notice. After which, the Union will have five (5) calendar days to request to bargain. If the Union requests to bargain, the request will be in writing and include written proposals. The parties will meet within five (5) calendar days of the Union's requests to commence bargaining. Or the Union may:

c. Notify the appropriate management official of their consent to the change and that the Employer may implement. If the Union does not respond in the fifteen (15) calendar-day period, the Employer may implement.

Section 4. Official time for negotiations under this article will be authorized in accordance with pertinent provisions of this Agreement. Negotiating teams will normally be composed of an equal number of representatives. Subject matter experts may be requested to attend the meeting to provide information but are not considered part of either bargaining team. When negotiations are required, the meeting will normally take place in the Employer's facility during the regular administrative workday of the office where negotiations take place. The Parties agree to exhaust bargaining options until the only remaining negotiable items are those where the Parties are at impasse and/or proposals are subject to a declaration of non-negotiability.

Section 5. If, during the negotiations, the Parties mutually agree that assistance by a neutral is desired to facilitate the discussion towards bargaining completion, the Employer will request the assistance of the DON ADR program.

Section 6. When either Party believes that bargaining impasse has occurred on remaining items, either Party may contact the Federal Mediation and Conciliation Service for mediation assistance.

Section 7. If mediation with FMCS assistance is unsuccessful in resolving the bargaining impasse, either Party may make a timely request for assistance of the Federal Service Impasses Panel (FSIP).

Section 8. Issues regarding negotiability of the proposal under discussion will be resolved in accordance with applicable provisions of the Statute and the rules and regulations of the Federal Labor Relations Authority.

Section 9. Issues regarding negotiability of an item under discussion will be resolved in accordance with applicable provisions of Title V of U.S.C. and the rules and regulations of the Federal Labor Relations Authority.

Section 10. Ground Rules.

a. Negotiations will be conducted at a facility to be determined by the Employer. Negotiations will begin on a date mutually agreed upon by the parties.

b. If it becomes necessary to cancel and/or reschedule a session(s), the party wishing to do so will notify the other party prior to the start of the next scheduled meeting. Rescheduling at times/days will require mutual consent.

c. The Parties will provide the names of their negotiating team members in advance of the commencement of bargaining. Members of the Union's bargaining team who are both employees of the employer and members of the unit will be granted official time during their normal duty hours for negotiation session. No overtime will be incurred during negotiations. The number of team members per side will be agreed to by mutual consent.

d. All proposals will be exchanged in writing. Each proposal agreed upon by both parties will be signed and dated at the time of agreement. If necessary, sections within a proposal may be signed, dated, and closed, upon agreement by both parties.

e. Each party will be responsible for preparing and maintaining their own records of the proceedings as they deem necessary. It is agreed that no official transcript will be made of the negotiations. A computer may be used during negotiation sessions for the purpose of taking notes and creating final agreement.

f. Conditions and requirements established by these ground rules may be waived by mutual consent of the parties.

g. The above ground rules are not meant to be all inclusive but rather provide a basic framework for

negotiations and are subject to amendment upon mutual consent of the parties.

Section 11. The parties may mutually agree to negotiate through methods such as in-person, the telephone, video-conference (VTC), electronic mail (email), fax, or any other method mutually agreed to by the Parties.

ARTICLE 13

UNION REPRESENTATION

Section 1. The Employer shall recognize the officers and stewards of the Union. The Union will provide the Employer with a listing of its officers and stewards annually and when changes occur. The list will identify the officers and stewards who are authorized by the Union to represent the employees of the unit.

Section 2. The President of the Union or his/her designee (in writing) is the spokesperson and authorized representative for the bargaining unit for purposes of this agreement and negotiating impact and implementation matters.

Section 3. Any meeting that is requested by either party should be scheduled in advance when practicable and an agenda provided when addressing multiple subjects.

Section 4. National Representatives of the Union are authorized to meet with the Employer at mutually agreeable times for information sharing.

Section 5. The Parties agree that completion of work and the mission come first. Union representative(s) will request official time using the Official Time Request Form in Appendix B. The request will contain the duration of official time needed, the reasons for official time identified on the form, and the location of the Union representative while on official time. Requests for official time will be made far enough in advance to allow management to ensure staffing levels are met. Union representatives(s) will obtain permission from their supervisor prior to departing. The Employer will retain the Official Time Request Form for timekeeping purposes.

1. Permission will be granted by the Employer for a reasonable amount of official time except when work exigencies preclude such release. If such permission is disapproved, the Employer will coordinate with the Union official for an alternate date/time. The Union will cooperate with the Employer in maintaining a record of time spent for Union Representational duties.

2. Upon completion of the use of official time, the Union representative(s) will report their return to duty to their immediate supervisor(s). Any extension of the allotted time beyond the amount of official time initially requested and approved is at management's discretion. If the Union representative is unable to contact the supervisor to request an extension of official time due to the nature of the meeting, the Union representative will contact the supervisor to request the extension as soon as practicable.

Section 6. The Union President will be allowed a reasonable time away from his/her job to transact any representational duties.

Section 7. Union representatives will be granted reasonable time off without charge to leave to perform representation duties. Representational duties include, but are not limited to:

1. Prepare and/or present grievances, appeals, claims, and unfair labor practice charges.

2. Consult and/or negotiate with representatives of the Employer concerning personnel policies, practices, and conditions of employment.

3. Research and prepare recommendations and/or proposals in connection with negotiations and/or meetings.

4. Statutory/regulatory proceedings where the Union is authorized to represent the employees.

Section 8. The Employer agrees to authorize official time for Union officials to attend labor-management relations training that is of mutual benefit to the Employer and the Union. The total amount of official time for this training shall not exceed 40 hours for the Union president, 40 hours for the Chief Steward and 200 hours total for all precincts to be divided as the Union deems appropriate for all other representatives per calendar year. The Union will submit a written request for this official time and provide an agenda of all subject-matter to be covered at the training at least fifteen (15) calendar days in advance of the requested training to the Deputy Director, Regional Security. Official time not used under this section for a calendar year will be forfeited. Approval of individual attendees will be granted in accordance with mission needs.

Section 9. The Employer will consider any leave without pay (LWOP) request not to exceed 90 days for any Union representative to perform duties at the National Office. Additional LWOP may be requested.

Section 10. Union activities and meetings concerned with the internal management and operation of the Union, or solicitation for Union membership, collection of dues, campaign and election of Union officers and representatives, and distribution of literature relating to the above activities will be conducted during non-duty hours.

Section 11. The Employer agrees that there shall be no restraint, interference, coercion, or discrimination against Union officials and stewards in the performance of duties related to their responsibilities as the exclusive representative for unit members.

ARTICLE 14

UNION DUES WITHHOLDING

Section 1. An employee who is a member in good standing of the Union may voluntarily authorize an allotment from his/her pay to cover regular dues for such membership provided that all the following requirements are met:

1. The employee received an established amount of pay that is sufficient after legal deduction and authorized allotments to cover the full amount of the allotment for the established dues.

2. The employee has voluntarily completed a request for such allotment from his/her pay with full knowledge of the limitation on cancellation of the authorization.

3. The employee is included in the unit for which exclusive recognition has been granted.

Section 2. Procedures:

1. The Union agrees to provide the prescribed allotment form (Standard Form SF-1187) from the Government Printing Office, to distribute the form, and to educate eligible employees on the program for allotments for payment of dues and on the uses and availability of the required form.

2. The Employer agrees to accept, from the Union, employee allotment authorizations to the servicing HRO Norfolk, at any time. Allotments will become effective at the beginning of the first full pay period after receipt of the form in the Payroll Office.

Section 3. The Payroll Office will withhold the amount of regular dues set by the Union from the pay of each employee for whom is has a properly executed current allotment authorization. If the amount of regular dues is changed, the Union will notify the Payroll Office, in writing, of the change.

Section 4. The Employer will terminate allotment:

1. Following the notification of loss of exclusive recognition by the Union.
2. When an employee separates from the unit or moves to a position not included within the unit of recognition.
3. After written notification is received from the Union that an employee is no longer a member in good standing in the Union.
4. Upon receipt of a properly completed SF-1188, pursuant to the following conditions:
 - a. Employees must pay dues for a one year period before allotment may be cancelled. If the allotment is not revoked at the end of the first year it has been in effect, any revocation will be effective the beginning of the first full pay period after February 15th provided the revocation is received by Payroll prior to that date. Employees desiring to cancel dues must submit a completed SF-1188 to the Employer's servicing HRO Norfolk four (4) weeks in advance of the first anniversary date or the revocation period of February 15th. Cancellation will be effective on or after the first full pay period after the first anniversary date or revocation period of February 15th. A copy of the SF-1188 will be furnished to the Union. The "revocation period" means either the date of the end of the first year or February 15 every year thereafter.
 - b. After the first one year period, employees may request cancellation of allotment at any time, however it will not be effective until the beginning of the first full pay period after February 15th. Unit employees may submit a completed SF-1188 to their Employer's servicing HRO Norfolk. A copy of the SF-1188 will be furnished to the Union.
 - c. The Employer will provide employees SF-1188's upon request. It is the employee's responsibility to see that the SF-1188 is properly filled out and received in the servicing HRO Norfolk in a timely basis.

ARTICLE 15

DISCIPLINE AND ADVERSE ACTIONS

Section 1. It is the policy of the Department of the Navy to take discipline to correct deficiencies in employee conduct and performance in compliance with applicable rules, laws, and regulations. In order to ensure high standards of government service and maintain public confidence in the DON, adverse actions, including performance-based adverse actions, may be taken only for such cause as will promote the efficiency of the service.

Section 2. Disciplinary actions are defined as letters of reprimand and suspensions of fourteen (14) calendar days or less. Employees will be advised of their right to grieve such actions. The Employer determines the need for corrective action based on relevant facts and materials. The employee will be given advance written notice of proposed suspensions with reasons for the proposed action and the following rights:

1. The employee may respond to the notice of proposed action orally and/or in writing and furnish affidavits or other documentary evidence in support of his/her answer reply within ten (10) calendar days of receipt of the proposed notice. The employee may request an extension of time in which to reply.

2. The employee may be represented by a Union official/representative.

3. A written decision will be provided with the specific reasons for the decision at the earliest practicable date after the expiration of the reply period.

Letters of reprimand will provide reason(s) for issuance, will be placed in the employee's Official Personnel Folder (OPF) for a period of two (2) years from its effective date, and will advise the employee of his/her right to grieve the letter.

Section 3. Adverse actions are defined as removals, suspensions of more than fourteen (14) calendar days, reductions in grade or pay, and furloughs of thirty (30) days or less.

1. The employee will be given at least 30 days advance written notice, unless the crime provision is invoked, stating the specific reasons for the proposed action.

2. The employee may respond to the notice of proposed action, orally and/or in writing, within ten (10) calendar days of his/her receipt of the proposed action. The employee may furnish affidavits or other documentary evidence to support his/her response. The employee may request an extension of time in which to reply.

3. The employee may be represented by an attorney or Union official/representative.

4. A written decision will be provided with the specific reasons for the decision at the earliest practicable date after the expiration of the reply period.

Section 4. As long as the website exists and is active, the HRO Norfolk Personnel Manual may be found at <http://www.hronorfolk.navy.mil>.

ARTICLE 16

DOUGLAS FACTORS

Section 1. The Employer will provide the Union with a copy of the "Douglas Factors" for posting on Union bulletin boards.

Section 2. The Parties understand that the Douglas Factors are used by deciding officials when determining a remedy in adverse actions. However, the Douglas Factors are neither inclusive nor exclusive of the factors that deciding officials may use when determining a remedy.

ARTICLE 17

GRIEVANCE PROCEDURE

Section 1. The purpose of this Article is to provide a mutually acceptable method for prompt settlement of grievances. The Employer and the Union recognize and endorse the importance of bringing to light and resolving grievances in a prompt manner. The Parties agree that it is expeditious to settle grievances at the lowest level of supervision as possible.

Section 2. This Article provides procedures for the processing of grievances relating to the interpretation and/or application of the Agreement, and to matters relating to personnel policies, practices, and working conditions which fall within the discretionary authority of the Employer. This shall be the sole procedure available for processing covered grievances. Upon request, the Employer will provide both the grievant and the Union a list of the chain of command to execute these procedures. A grievance is defined as any complaint:

1. By any unit employee concerning any matter relating to the employment of the employee.
2. By the Union concerning any matter relating to the employment of unit employees.
3. By any unit employee, the Union, or the Employer concerning:
 - a. The effect or interpretation, or a claim of breach of collective bargaining agreement; or
 - b. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 3. The following are excluded from coverage of this grievance procedure:

1. Any claimed violation relating to prohibited political activities;
2. Matters concerning retirement, life insurance, and health insurance and other matters under the auspices of the Office of Worker' Compensation Program, U.S. Department of Labor;
3. A suspension or removal action taken under Title V, U.S.C., Chapter 75, Section 7532 (national security);
4. Any examination, certification or appointment;
5. The classification of any position which does not result in the reduction in grade or pay of an employee;
6. Reduction in force actions;
7. Non-selection for promotion from among properly ranked and certified candidates or for failure to receive a noncompetitive promotion;
8. Terminations of time limited appointments for other than cause reasons, (i.e., due to lack of work, lack of funds, etc.);
9. Filling of a non-bargaining unit position;
10. Matters appealable to the Merit Systems Protection Board;
11. Proposed letters of disciplinary action or of performance related actions;
12. An allegation of complaint of discrimination based on race, color, religion, sex, age, national origin, marital status, political affiliation, or disabling conditions;
13. Letters of caution;
14. Letters of requirement; and

15. Probationary Employee who is terminated.

Section 4. Unit employees covered by this Agreement may present a grievance, with or without Union representation, at the grievant's discretion. However, the Union shall have the right to have its representative present at the proceedings. This right to individual representation does not include the right to take the matter to arbitration, unless the Union agrees to do so.

Section 5. Failure on the part of the respondent to meet any of the time limits will permit the grievant to advance the grievance to the next step in the grievance procedure. Failure of the grievant to meet the time limits shall constitute termination of the grievance. The grievant may withdraw a grievance at any time prior to the request for arbitration.

Section 6. Grievances may be initiated by:

1. Employees (either singly or jointly),
2. The Union, or
3. The Employer.

Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established Employer policy. Any employee or group of employees in the unit may be represented by themselves or only by the exclusive Union in filing a grievance under the negotiated procedures.

Section 7. If two or more employees initiate identical grievances (where the basis for the grievance and corrective action being sought are identical), the Union will call the employees together and have them select one of the grievances for processing. The decision made on the grievance selected for processing will be equally applicable to all individuals identified in the initial grievance.

Section 8. Reasonable official time will be granted to the aggrieved employee and reasonable official time will be granted to the appropriate Union representative to prepare and present the grievance using the Official Time Request Form in Appendix B.

Section 9. Grievances filed by either party (union or Employer grievances) must be initiated by the grievant to the head of the organization within thirty (30) calendar days of the date of the matter giving rise to the grievance. The grievance shall be filed in writing, not necessarily on the grievance form in Appendix A, and shall specify the basis for the grievance, the article and section, regulation or instruction violated, the relief sought, and contain enough information to allow for a meaningful discussion. The Parties will meet and discuss the grievance within seven (7) calendar days. Within fifteen (15) calendar days of the meeting, a written decision will be issued by the grievance deciding official. All timelines in the grievance process may be extended by mutual consent of both Parties.

Section 10. Grievances not resolved through the provisions of this Article may be referred to Arbitration by either the Union or Employer in keeping with Article 18.

Section 11. All time limits referred to in this Article are in calendar days and may be extended by mutual agreement of the PARTIES concerned. If any step falls due on a Saturday, Sunday or Holiday, such time limit will be extended to the next workday.

Section 12. It is understood that by identifying grievance deciding officials, it is not meant to assign work but to ensure all parties understand to whom to file grievances and which management official is designated to hear and decide grievances.

Grievances concerning Merit Staffing ratings assigned and/or ranking under the Merit Promotion Program may be grieved as follows:

1. Informal Process. The employee and/or the employee's representative may, at his or her option, informally present his/her concerns to the HRSC East Recruiter/Staffing Specialist who completed the requisition within fifteen (15) calendar days after receipt of notice. The employee may present the issue verbally, via telephone, or in writing, and will reference the announcement number for the position. The HRSC East Recruiter will respond within fifteen (15) calendar days. If the employee represented his/her concerns in writing, then the response must be in writing.

2. Formal Grievance. The employee may file a formal grievance in writing only after completion of the informal step outlined above. Formal grievances should be sent to the Director of Customer Services, HRSC East, Customer Service Department within fifteen (15) calendar days of completion of the informal step. The grievance must contain sufficient detail to identify and clarify the basis for the grievance, and stated the personal relief requested. The Director of Customer Services, or his/her designee, will issue a written decision within fifteen (15) calendar days of receipt of the grievance.

Section 13. It is understood that by identifying grievance deciding officials, it is not meant to assign work but to ensure all parties understand to whom to file grievances and which management official is designated to hear and decide grievances. The Parties agree that timely resolution of grievances serves the interests of all involved.

The Parties agree Alternative Dispute Resolution may be offered at any step of the grievance process. If an election for ADR is made the grievance process is held in abeyance until the completion of the ADR process.

All timelines in the grievance process may be extended by mutual consent of both Parties.

Employee grievances (except Merit Staffing Grievances) shall be processed on the Grievance Form in Appendix A and shall be grieved as follows:

Step 1- Informal Step. An informal attempt to address unit employee grievances will be made by the grievant and his/her Union representative to the immediate supervisor within 15 calendar days of the incident giving rise to the grievance. The grievance statement will be made in writing on the grievance form in Appendix A and will include the following information:

- (a) the basis for the grievance;
- (b) the date of the incident/action being grieved; and
- (c) the corrective relief being sought.

Discussion shall be strictly limited to the topics identified in the employee's grievance statement on the grievance form, unless otherwise agreed to by mutual consent of the Parties. The immediate supervisor, or his/her designee, will make a reasonable effort to resolve the grievance and will render a decision within seven (7) calendar days of the date the grievance was received.

Step 2- Formal Step. If the grievance is not resolved at Step 1, the grievant and his/her Union representative may, within ten (10) calendar days after the Step 1 decision, file the grievance to the appropriate Department Head equivalent on the grievance form (previously filed at step 1) for resolution.

Within seven (7) calendar days of receipt of the step 1 grievance, the Department Head equivalent, or his/her designee, may meet with the grievant and his/her Union representative to discuss the grievance. The discussion will be strictly limited to the topics identified in the employee's grievance statement on the grievance form, unless otherwise agreed to by mutual consent of the Parties. Within seven (7) calendar days of the meeting, a written decision will be issued to the grievant.

Step 3-Formal. If the grievance is not resolved at Step 2, the grievant and his/her Union representative may, within ten (10) calendar days after the Step 2 decision, file the grievance to the appropriate Program Manager on the grievance form (previously filed at steps 1 and 2) for resolution.

Within seven (7) calendar days of receipt of the Step 2 grievance, the appropriate Program Manager, or his/her designee, may meet with the grievant and his/her Union representative to discuss the grievance. The discussion will be strictly limited to the topics identified in the employee's grievance statement on the grievance form, unless otherwise agreed to by mutual consent of the Parties. Within seven (7) calendar days of the meeting, a written decision will be issued to the grievant.

Step 4- Formal. If the grievance is not resolved at Step 3, the grievant and his/her Union representative may, within ten (10) calendar days after the Step 3 decision, file the grievance to the Program Director for Public Safety on the grievance form (previously filed at steps 1, 2, and 3) for resolution.

Within seven (7) calendar days of receipt of the Step 1 grievance, the Program Director for Public Safety, or his/her designated representative, may meet with the grievant and his/her Union representative. Discussion shall be strictly limited to the topics identified in the employee's grievance statement on the grievance form, unless otherwise agreed to by mutual consent of the Parties. Within seven (7) calendar days after the meeting, a written decision will be issued to the grievant.

Grievances over disciplinary actions will begin at the step above that of the discipline deciding official.

Article 18

ARBITRATION

Section 1. When a matter pursued through the negotiated grievance procedure, Article 17, is not satisfactorily resolved at the final step (4th step) of the grievance procedure, the Employer or the Union may submit the matter to arbitration. The request to invoke arbitration must be in writing and received by the appropriate management official or the Union President within thirty (30) calendar days of the date the final grievance decision is issued. Only the Parties (the Employer or the Union) to this Agreement may invoke arbitration. The filing fee to FMCS for the arbitrator list, the arbitrator's fee, and arbitrator's expenses for the arbitration shall be split equally and paid for by the Parties.

Section 2. Grievability or arbitrability issues will be resolved as threshold issues of arbitration, but must have been raised in writing no later than during the last step of the grievance procedure.

Section 3. In the execution of this article, time limits may be extended by mutual consent of the Parties. The Parties may use, and are encouraged to use, electronic means such as video-teleconference, fax, phone and electronic mail to meet the terms and conditions of this article.

Section 4. Arbitrator selection procedures.

a. Within fifteen (15) calendar days after invoking arbitration, the Parties will request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) impartial qualified arbitrators. Within three (3) calendar days of receiving the arbitrators list, it will be provided to the other party. Representatives of the Union and Employer will meet within seven (7) calendar days after receipt of the list of arbitrators for the selection procedure. The Parties may agree on the arbitrator to be selected. If the Parties cannot mutually agree upon one of the listed arbitrators, the Parties will each strike one arbitrator's name from the list, repeating the procedure until there is one remaining arbitrator. A flip of a coin will decide which Party strikes first. The Parties will submit the duly selected arbitrator to FMCS within seven (7) calendar days. When the selected arbitrator notifies the Parties of his/her availability to conduct the hearing, the Parties will meet within fifteen (15) calendar days to reach agreement on the hearing date in a pre-hearing conference. The Arbitrator will be notified within seven (7) calendar days of meeting of the agreed-upon date for the hearing.

b. The Parties shall, when possible, jointly request a list of arbitrators via the internet to achieve the reduced rate of the listings if offered by FMCS.

c. Consequences for non-participation in selection process. If either Party refuses to participate in the selection process, the other Party may unilaterally request a list of arbitrators within twenty (20) calendar days from the date of receipt of the request to invoke arbitration. The Party shall serve such request upon the opposing Party within five (5) calendar days. If after receipt of the list, a Party refuses to participate in the selection of an arbitrator, within fourteen (14) calendar days of receipt the opposing Party may unilaterally select an Arbitrator from the list. Within five (5) calendar days, the Party shall service the arbitration selection upon the opposing Party.

Section 5. Hearing procedures.

a. Pre-hearing conference call. Within fifteen (15) calendar days of the Arbitrator's notice of availability for hearing dates, the Parties representatives will hold a pre-hearing conference (or on-site conference call, whichever is mutually agreed upon by both Parties) in an attempt to agree on the issue(s), facts, exchange documentary evidence and a list of witnesses, and to discuss settlement options. The Parties will mark their documentary evidence as Union 1, 2, 3, . . ., etc., and Management will mark their documentary evidence as Management 1,2, 3 . . ., etc. Witnesses that will be providing duplicative testimony will be limited to two (2) for each side, unless the Parties otherwise mutually agree.

b. If the Parties agree on the issue(s) and facts, a joint submission statement will be developed and forwarded to the Arbitrator. If the Parties are unable to agree on the issue(s) and facts, each Party will serve the other and the Arbitrator its version of the issue(s) and facts by certified or electronic mail. These documents will be mailed fifteen (15) calendar days after the prehearing conference. The Arbitrator will determine the issue(s) and facts to be heard.

c. **Summary judgment.** In those cases when both parties stipulate to the issues(s) in the dispute as well as the precipitating facts, the parties may jointly agree to request a decision on the record in lieu of an evidentiary hearing. When the Parties agree to request a summary judgment in these cases, each Party will provide a brief and documents in support of each own's position and submit to the arbitrator for a decision on the record. The Parties will serve each other a copy of their brief and documents at the same time as submitting to the Arbitrator.

d. **Pre-hearing matters.** Within fifteen (15) calendar days prior to the hearing date, the Parties will provide to the opposing party additional evidence obtained and additional witnesses to be called to testify to be used at hearing, subject to the duplicative testimony provision. If after this period, should either party discover evidence or witnesses

that may be material fact or relevant to the issues before the arbitrator, the Arbitrator will decide whether to admit the evidence or witness testimony into the hearing/record.

e. **Transcripts.** When the Union and Employer mutually request a transcript or the Arbitrator requests a transcript, the expense will be shared equally. Otherwise, the Party requesting the transcript shall bear the expense. If the other Party subsequently desires a transcript, it shall share equally in the initial cost of the reporter and transcript, and subsequent costs associated with the transcription service.

f. **Withdrawal from Arbitration.** It is agreed that in handling requests to withdraw from arbitration, the Party initiating a request to withdraw will do so in writing. Such Party will be responsible for the entire sum of the Arbitrator's fees and expenses incurred as a result of the withdrawal unless the Parties mutually agree to withdraw. In that case, the Parties will equally share payment of any fees and expenses for the Arbitrator.

g. **Hearing location and official time.** The arbitration hearing will be on the Employer's premises during the Employer's regular day shift working hours. Each person authorized to attend the arbitration hearing who is employed by the Employer and who is in an active duty status at the time the hearing is held will be excused from duty to participate in the arbitration proceeding without loss of pay or charge to annual leave.

h. Testimony during the hearing will be limited to the issue(s) and facts in dispute and as considered by the Arbitrator to be necessary and proper. All other procedures relating to arbitration will be determined by the Arbitrator upon mutual agreement by the Parties.

i. The moving party will present their case-in-chief first.

Section 6. Post hearing matters.

a. **Post hearing briefs.** The Parties may mutually agree to submit post-hearing briefs subject to the Arbitrator's consent. After the hearing, the Parties and Arbitrator will discuss and set the due date for the post-hearing briefs.

b. **Arbitrator's decision.** The arbitration process will be carried out as expeditiously as possible. The arbitrator will be requested to render his decision as quickly as possible but in any event, not later than thirty (30) calendar days after the conclusion of the hearing unless the PARTIES mutually agree to extend the time limit.

c. The arbitrator will not change, modify, alter, delete or add to the provision of this Agreement. Such right is the prerogative of the Parties only.

d. The arbitrator's award shall be binding on the Parties; however, either party may file exceptions to an award with the Federal Labor Relations Authority, under regulations prescribed by the Authority.

Section 7. Arbitrator's decision.

a. Either the Union or the Employer may file exceptions to an Arbitrator's award in the accordance with law and regulations.

b. Whenever an employee is entitled to receive back pay, with/without interest, resulting from the final determination of an arbitrator's award or settlement by the parties, the documents necessary to effect the provisions of the award will be initiated within 30 calendar days of the date of the final determination or the effective date of the settlement. The provisions of the Back Pay Act will apply including the calculation of interest.

c. The Arbitrator's decision shall conform to the provisions of the Back Pay Act where applicable. When found to be warranted, the Arbitrator's decision may include provision for payment of back pay, interest and attorney's fees.

d. The Parties will notify each other in writing, within fifteen (15) calendar days after they believe compliance with the final decision on the award or settlement has been accomplished. Copies of documents verifying compliance will be included in the notification.

e. The Arbitrator will not issue an award that is contrary to any law, rule, or regulation.

Section 8. Failure to prosecute an invocation of arbitration.

Notwithstanding the sections above, and unless otherwise agreed to by the Parties, if an arbitration has not been scheduled within 12 months from the date arbitration was invoked, the arbitration request will be considered rescinded by the moving party. Exceptions to this time period will be made in circumstances beyond either Party's control, including but not limited to the following examples: the use of ADR to resolve the issue at Arbitration and/or the inability/refusal of the arbitrator to schedule the hearing. In those cases, the parties will request another arbitrator using the same procedures noted in this article.

Article 19

ALTERNATIVE DISPUTE RESOLUTION (ADR)

Section 1. Alternative Dispute Resolution (ADR) provides a means to resolve matters of concern in hopes of mutual resolution. The Parties agree to encourage the use of ADR where appropriate. ADR may be used at any appropriate point in a negotiated or administrative process of resolving bargaining unit disputes including informal grievances.

Section 2. ADR is a supplement to and not a limitation or replacement for the negotiated grievance procedure or other appropriate appeal procedures.

Section 3. The Parties recognize the current DON preferred method of ADR is facilitative mediation. Consistent with DON policy, other methods may be used in ADR sessions.

ARTICLE 20

UNION REQUESTS FOR INFORMATION

Section 1. In accordance with 5 U.S.C. 7114(b)(4), it is agreed that, upon the Union's request and to the extent not prohibited by law, data will be furnished by the Employer:

- 1) which is normally maintained by the Employer in the regular course of business;
- 2) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining; and
- 3) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.

Section 2. As set forth by the Federal Labor Relations Authority (FLRA), a Union requesting information under section 7114(b)(4) of the Statute must establish a "particularized need" for the information it seeks. In order to permit the Employer to make a reasoned judgment as to whether information must be disclosed under the Statute, the Union's request for information will articulate, with specificity:

- 1) why the Union needs the requested information,
- 2) how the Union will use the requested information, and
- 3) how the articulated use of the information relates to the Union's representational responsibilities under 5 U.S.C. Chapter 71.

The Union, however, will not be required to state its request with such specificity that it reveals its strategies or compromises the identity of potential grievants who wish anonymity.

Section 3. If the Employer denies a Union request for information, the Employer must specify its reasons for denial and reference any applicable laws, rules, or regulations.

ARTICLE 21

DRUG FREE WORKPLACE PROGRAM

Section 1. The Parties recognize that the Department of Navy Drug-Free Workplace Program sets forth the policy on drug testing. The provisions contained therein as well as all other applicable and subsequent laws, directives, and regulations, will be adhered to for drug testing of affected bargaining unit employees.

Section 2. The Department of Navy (DON) policy is to eliminate the illegal use of drugs by unit employees. Illegal drug use by any unit employee is incompatible with the maintenance of high standards of conduct and performance, readiness, and safe and reliable mission accomplishment. The Employer will fully comply with Executive Order 12564 and Public Law 100-71 to achieve a drug-free workplace.

Section 3. It is recognized that drug testing is not to be used for retaliatory or arbitrary reasons. Employees may request a copy of their drug testing results. The testing specimen, if there is any remaining following the drug test, will be kept frozen for one year.

Section 4. The Employer will require Drug Free Workplace Program training for unit employees in testing designated positions; and unit employees will cooperate by taking the training and abiding by the requirements set forth in the training and policy.

ARTICLE 22

ANNUAL LEAVE

Section 1. Annual leave is time off with pay for vacations or other personal reasons. Normally, employees are entitled to accumulate and carry over a total of 240 hours of annual leave from one leave year to the next. A new leave year begins with the first complete pay period in the calendar year. Annual leave is granted to employees at the discretion of management based on the employee's request and consideration of workload and mission requirements. Leave planning will occur according to local custom.

Section 2. Employees are required to request annual leave through the Navy's established electronic timekeeping system or the OPM Form 71 (according to local custom). Requests should be made as far in advance of the prospective leave dates as possible, especially in cases of extended leave. Absent exigent circumstances, employees will be notified by proper endorsement of the leave request according to local custom. If the leave request is for a period of time within the next 24 hours of the request, the employee will be notified in adequate time to be able to take the leave requested, if possible. It is the responsibility of the individual employee to determine whether or not leave has been approved prior to beginning any period of leave, according to local custom.

Section 3. When an employee must request annual leave for emergency purposes while at work, the employee shall notify the supervisor of the nature of the emergency, the anticipated period of the absence, and obtain the supervisor's approval for annual leave. For emergency situations arising when the employee is not at work, and the need to take leave would prevent reporting to work as scheduled, the employee must make a verbal request to the supervisor (or other authority previously designated by the supervisor relative to these circumstances). This request must be made as soon as possible and at least two hours before the beginning of the work shift. Notification does not, in itself, ensure that leave will be approved. If the employee anticipates absence beyond the initial estimated period, the additional absence will be reported as soon as possible to the supervisor. Upon reporting to work, the employee will submit a leave request in the Navy's electronic timekeeping system or the OPM Form 71 (according to local custom).

Section 4. It is understood between the parties that employees' ability to take time off surrounding holidays when requested, is important to the morale and productivity of the workforce. Therefore, it is agreed that such leave requests may be approved considering workload requirements. When this is not possible, the Union will be advised, upon request, as to the reason.

Section 5. Consistent with workload and regulatory requirements, employees who request to take two consecutive weeks of leave each year for vacation purposes will be afforded that opportunity at management's discretion. If such requests must be disapproved due to exigent work circumstances, employees will be advised as soon as possible of the disapproval, the reason for the disapproval, and possible opportunities to reschedule the leave. If after annual leave is approved and employees begin the leave period, they decide to terminate the leave period and report to work, they must contact their supervisor one work shift in advance of returning early from leave.

Section 6. Supervisors and employees have a mutual responsibility to schedule and/or reschedule annual leave to avoid forfeiture. If employees choose not to take annual leave which has been scheduled and approved, the leave may be subject to forfeiture if it is over the 240 hour limit. Unused annual leave in excess of the specified limitation of 240 hours carryover that has been forfeited may be restored in the case of administrative error, exigencies of the public business as determined by the Activity Head, or sickness of the employee which may have prevented the use of annual leave that was scheduled and approved for use at least three full pay periods prior to the end of the leave year. In requesting restoration of forfeited annual leave, the previously approved annual leave must have been cancelled for any of the reasons described above.

ARTICLE 23

SICK LEAVE

An employee shall earn sick leave in accordance with applicable laws and regulations.

Section 1. Conditions of Granting Sick Leave. The granting of sick leave is an administrative responsibility. The nature of evidence required to determine than an employee was incapacitated for duty, undergoing medical, dental, or optical treatment, was assisting family members for such treatment, or caring for a family member with a serious health

condition, is also discretionary. Absence to care for a family member with a serious health condition (as defined by regulation) may require special certification. The following general procedures apply when an employee requests sick leave.

Section 2. Procedures for Requesting Sick Leave.

1. Unit Employees must personally call to report his/her illness unless physically unable to do so. Requests for sick leave must be called into shift supervisors or designated official as soon as possible but not later than two (2) hours prior to the beginning of the Unit employee's tour of duty. Unit employees on letters of requirement for leave may have additional reporting requirements.

The Employer will ensure employees are kept apprised of the contact information for authorized/designated officials. The employee shall notify the supervisor of the nature and possible duration of the illness. In case of extended illness (one pay period or more), an employee will normally not be required to notify his/her supervisor daily; however, the employee should submit medical documentation within the time limits directed and notify the supervisor of his/her progress and expected date for return to duty.

2. Sick leave request for non-emergency medical, dental, or optical examination or treatment should be submitted and approved in advance.

3. Illness which occurs during a period of annual leave may be charged as sick leave and the charge against annual leave reduced accordingly. Application for conversion of annual leave to sick leave shall be submitted in the on\line timekeeping system after return to duty and shall be substantiated in the same matter as any other request for sick leave.

Section 3. Approval of Sick Leave. If an employee has followed leave procedures, provided documentation acceptable to the activity and has accrued sick leave, the request for sick leave will be approved when:

1. The employee is incapacitated by physical or mental illness, injury, pregnancy, or childbirth;
2. The employee is caring for a family member who is incapacitated by illness, injury, pregnancy or childbirth; or
3. The employee is receiving medical, dental, or optical examination or treatment; or
4. The employee is assisting a family member who receives medical, dental, or optical examination or treatment; or
5. The employee is providing care for a family member with a serious health condition (as defined by regulation); or
6. The employee is making arrangements for attending the funeral of a family member; or
7. The employee's presence on the job would jeopardize the health of others because exposure to a contagious disease which requires isolation, quarantine, or restriction of movement for a particular period as prescribed by local health authorities having jurisdiction. (The same is true if an employee must care for a family member who is restricted from contact with others due to a contagious disease requiring quarantine, the need for isolation or the restriction of movement);
or
8. The employee is required to take a physical examination on behalf of the National Guard or military reserves.

9. The employee must be absent from duty for purposes relating to the adoption of a child, including appointment with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

NOTE: Sick leave for reasons 2, 4 and 6 above cannot exceed 104 hours in a leave year. Sick leave for reason 5 above may not exceed 480 hours in a leave year.

Section 4. Discretion in Approval of Sick Leave. The approval of a sick leave request is at the discretion of the activity when the following circumstances exist:

1. The employee fails to follow leave procedures; or
2. The employee fails to provide required documentation acceptable to the activity within 15 calendar days after the date the activity requests such documentation, but in no case later than 30 calendar days from the date of request when the activity has determined that the employee was unable to provide the documentation within 15 calendar days despite diligent good faith efforts; or
3. Abuse or fraud is suspected or evident; or
4. The request is for non-emergency medical, dental, or optical examination or treatment and the employee's services are needed at the time requested or,
5. The employee does not have sick leave accrued.

Under these discretionary situations, the activity may decide to approve sick leave, annual leave, or leave without pay, or charge absence without leave.

Section 5. Granting of Sick Leave in Other Situations. Sick leave may be granted in the following situations:

1. When an employee is absent from duty to participate in the treatment of a condition personal to the employee, including a condition relating to the alcoholism or drug abuse of a member of the employee's immediate household when family therapy is an element of the treatment regimen.
2. When an employee applies for all sick leave to their credit prior to separation for disability retirement.

Section 6. The Employer may consider an employee's certification as to the reason for his/her absence on sick leave as administratively acceptable evidence regardless of the duration of the absence. However, for an absence in excess of three (3) workdays or for a lesser period when the Employer deems necessary, the Employer may also require a medical certificate, or other administratively acceptable evidence as to the reason for the absence. This certificate should be furnished to the appropriate activity official after the employee returns to duty but no later than 15 calendar days from the date of return. Signed statements by employees explaining the nature of their illness may be accepted when it is unreasonable to require a medical certificate because the illness does not require the services of a physician or other valid reasons.

Section 7. When there is reason to believe that sick leave is being abused, the employee may be issued a letter requiring that all future requests for sick leave be supported by a medical certificate. This letter will clearly articulate all requirements and conditions imposed and should explain the reasons for the requirement. Failure to comply with the letter of requirement may be considered a basis for denying sick leave and carrying the employee in an unauthorized absence status. Additionally, since the letter of requirement is a written order, failure to comply may also be considered a disciplinary offense. Unit employees may request of their supervisor to review the letter of

requirement after six (6) months to determine whether a need still exists for the letter. Upon review, the employer will advise the employee whether the requirement will continue to be in place or not. Letters of requirement may be extended (in writing) when the record of leave usage does not show improvement. Examples of types of leave abuse include but are not limited to:

- a. Sick leave on the first workday following pay days;
- b. Sick leave on Fridays or Mondays, for a 3-day weekend;
- c. Sick leave prior to scheduled days off to create a "long" weekend;
- d. Excessive intermittent sick leave absences of short durations, or sick leave requests when annual leave has been denied.

Section 8. Advancing Sick Leave. Sick leave not to exceed 30 days may be advanced to employees. Advances of sick leave are to be limited to cases of serious disability or illness when the head of the activity considers the situation requires the advance and there is reasonable assurance that the employee will return to duty. Sick leave not to exceed 30 days may also be advanced for a serious disability or ailment of an employee's family member or for purposes related to the adoption of a child.

Section 9. Sick leave may not be advanced when it is known that the employee is contemplating retirement or resignation or when it is anticipated that he/she may be separated.

Section 10. The Parties agree that employees' sick leave matters will be treated with the appropriate level of confidentiality.

ARTICLE 24

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Section 1.

1. Under the Family and Medical Leave Act of 1993 (FMLA), most Federal employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for the following purposes:

- the birth of a son or daughter of the employee and the care of such son or daughter;
- the placement of a son or daughter with the employee for adoption or foster care;
- the care of a spouse, son, daughter, or parent of the employee who has a serious health condition; or
- a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

2. Under certain conditions, an employee may use the 12 weeks of FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave, consistent with current laws and Office of Personnel Management's (OPM) regulations for using annual and sick leave for any unpaid leave under the FMLA. FMLA leave is in addition to other paid time off available to an employee.

Section 2. Advance notice and medical certification.

1. An employee must provide notice of his or her intent to take family and medical leave not less than 30 days before leave is to begin or in emergencies, as soon as practicable.

2. An agency may request medical certification for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition or for the serious health condition of the employee.

3. The written medical certification shall include:

(1) The date the serious health condition commenced;

(2) The probable duration of the serious health condition or specify that the serious health condition is a chronic or continuing condition with an unknown duration and whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity;

(3) The appropriate medical facts within the knowledge of the health care provider regarding the serious health condition, including a general statement as to the incapacitation, examination, or treatment that may be required by a health care provider.

4. For the purpose of leave taken under the provision of 5 CFR 630.1203(a)(3), in addition to the medical certification required under paragraph 3, the written medical certification shall include:

(1) A statement from the health care provider that the spouse, son, daughter, or parent of the employee requires psychological comfort and/or physical care; needs assistance for basic medical, hygienic, nutritional, safety, or transportation needs or in making arrangements to meet such needs; and would benefit from the employee's care of presence; and

(2) A statement from the employee on the care he or she will provide and an estimate of the amount of time needed to care for his or her spouse, son, daughter, or parent;

5. For the purpose of leave taken under the provision of 5 CFR 630.1203(a)(4), in addition to the medical certification shall include:

(1) a statement that the employee is unable to perform one or more of the essential functions of his or her position or requires medical treatment for a serious health condition, based on written information provided by the agency on the essential functions of the employee's position or, if not provided, discussion with the employee about the essential functions of his or her position; and

(2) In the case of certification for intermittent leave or leave on a reduced leave schedule under 5 CFR 630.1203(A)(3) or (4) for planned medical treatment, the dates (actual or estimates) on which such treatment is expected to be given, the duration of such treatment, and the period of recovery, if any, or specify that the serious health condition is a chronic or continuing condition with an unknown duration and whether the patient is presently incapacitated and the likely duration and frequency of episodes of incapacity.

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

7. An employee must provide the written medical signed by the health care provider, no later than 15 calendar days after the date the Employer requests such medical certification. If it is not practicable under the particular circumstances to provide the requested medical certification no later than 15 calendar days after the date requested by the Employer despite the employee's diligent, good faith efforts, the employee must provide the medical certification within a reasonable period of time under the circumstances involved, but no later than 30 calendar days after the date the Employer requests such medical certification.

Section 3. Job benefits and protection under FMLA are provided as follows:

1. Upon return from FMLA leave, an employee must be returned to the same position or to an "equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment."
2. An employee who takes FMLA leave is entitled to maintain health benefits coverage. An employee on unpaid FMLA leave may pay the employee's share of the premiums on a current basis or pay upon return to work.

ARTICLE 25

LEAVE WITHOUT PAY (LWOP)

Section 1. Leave without pay (LWOP) is a temporary non-pay status and absence from duty, granted upon the employee's request. Authorization of LWOP is a matter of administrative discretion. The following are a few examples of situations in which it would be appropriate to approve extended leave without pay:

1. Pending final action of the Office of Personnel Management on an application for disability retirement after all sick and annual leave have been exhausted.
2. During at least the first year an injured employee is receiving injury compensation unless the prognosis for the employee's returning to work in the near future is negative.
3. To enable disabled veterans to receive medical treatment when sick or annual leave is not available. Such leave shall be granted upon presentation of an official statement from a duly constituted medical authority that medical treatment is required. The granting of such leave is contingent upon the veteran's giving prior notice of definite days and hours of absence required for medical treatment in order that arrangements may be made for carrying on the work during his/her absence.
4. Employees who are dependents of transferring military personnel or of Federal employees required to move on rotational assignments in a transfer of function or relocation of an activity may, upon request, be granted up to 90 days leave without pay provided their work performance has been satisfactory and they express intent to seek Federal employment at the new location. Activities may approve additional leave without pay at their discretion. Before departure, a dependent requesting leave under this provision will be required to sign a resignation with the date to be effective at the expiration of the LWOP period **in** the event other employment is not obtained.
5. For maternity or paternity reasons to enable parents to care for newborn children without a break in service.

Section 2. Requests for leave without pay for other reasons, (e.g., educational opportunities, serving as delegate to Union activities) will be considered on a case by case basis. Such consideration will take into account the cost and inconvenience to the government as well as the benefits to be derived by the employee and/or the Employer. Extended leave without pay may be granted only when the services of the employee can be spared based on mission needs or requirements, as determined by the Employer, when it can reasonably be expected that the employee will return to work, and when it is apparent that at least one of the following benefits would result:

increased job ability, protection or improvement of the employee's health, retention of a desirable employee, or furtherance of a program of interest to the government. Leave without pay is normally authorized initially for periods of no more than 52 weeks. Requests for an extension of leave without pay in excess of one year will be scrutinized carefully for adherence to the criteria described above. Requests for leave without pay will be submitted with justification given under the "Remarks" section of the current timekeeping system.

ARTICLE 26

LEAVE FOR CHILDBIRTH/ADOPTION

Section 1. Absence for maternity reasons. Annual leave, sick leave, or leave without pay, including leave under the provisions of the Family Medical Leave Act may be granted for pregnancy and confinement, just like any other medically certified temporary disability. Employees will follow leave requesting procedures outlined in other leave articles.

Section 2. Absence for paternity reasons. Annual leave, sick leave, or leave without pay including leave under the provisions of Family Medical Leave Act may be granted to an employee for the purposes of assisting or caring for their minor children or the mother of their newborn child while the mother is incapacitated for maternity reasons. Employees will follow leave requesting procedures, just like any other medically certified absence, as outlined in other leave articles.

Section 3. Absence for adoption reasons. Annual leave, sick leave, or leave without pay including leave under the provisions of Family Medical Leave Act may be granted to an employee for the purposes relating to the adoption of a child including appointments with adoption agencies, social workers and attorneys, court proceedings; required travel and other activities necessary to allow the adoption to proceed. Employees will follow leave requesting procedures, just like any other medically certified absence, as outlined in other leave articles.

ARTICLE 27

MISCELLANEOUS LEAVE AND EXCUSE ABSENCE

Section 1. Work related personnel matters.

1. Employment Interviews. Employees may be excused without charge to leave or loss of pay to participate in interviews when:

- a. Competition is for a position within the Department of Defense under merit placement procedures; or
- b. The individual is under notice of separation or change to lower grade for any reason except persona \ cause.

This provision does not cover travel time to job searches and interviews outside the commuting area. Time spent in interviews in circumstances other than those above should be charged to annual leave or, if requested by the employee, leave without pay.

2. Visit to HRO or EEO office. Supervisors may grant a reasonable amount of time to employees for authorized visits to the Human Resources Office or the EEO Office.

3. An employee who takes a medical examination administered by the Agency during his/her regularly scheduled tour of duty will be in a duty status.

Section 2. The Employer may excuse infrequent tardiness of less than one (1) hour when justified by the

circumstances.

Section 3. Blood Donation. Employees who donate blood may be granted excused absence to cover travel to and from the donation site, for the actual donation of blood, and for recovery. This provision does not cover an employee who gives blood for his or her own use or receives compensation for giving blood.

Section 4. Funerals.

1. **Military Funerals.** An employee who is a veteran of a war, or of a campaign or expedition for which a campaign badge has been authorized, or a member of an honor or ceremonial group of an organization of those veterans, may be excused from duty without loss of pay or deduction from annual leave for the time necessary, not to exceed 4 hours in any one day, to enable him to participate as an active pallbearer or as a member of a firing squad or a guard of honor in a funeral ceremony for a member of the armed forces whose remains are returned from abroad for final internment in the United States.

2. **Funeral Leave.** An employee may be granted up to three (3) days of leave to make arrangements for or to attend the funeral or memorial service of an immediate relative who died as a result of a wound, disease, or injury incurred as a member of the armed forces while serving in a combat zone. The three (3) days need not be consecutive but if not, the employee shall furnish the supervisor satisfactory reasons justifying a grant of funeral leave for non-consecutive days. Funeral leave may be granted only from a prescribed tour of duty, including regular scheduled overtime from a period during which, except for absence on funeral leave, the employee would have worked. The term "immediate relative" is defined as:

- a. Spouse, and parents thereof;
- b. Children, including adopted children, and spouses thereof;
- c. Parents;
- d. Brothers and sisters, and spouses thereof; and
- e. Any individual related by blood or affinity whose close associated with the deceased was such as to have been the equivalent of a family relationship.

Section 5. Funeral of Law Enforcement Officers. The Employer may grant administrative leave to allow the Union President or his/her designee to attend the funeral of a law enforcement officer employed by the Federal government in the Virginia/Washington D.C. metropolitan area or a Hampton Roads area police officer killed in the line of duty.

Section 6. Bone Marrow or Organ Donor Leave. A unit employee may use up to 7 days of paid leave each calendar year to serve as bone-marrow donor. A unit employee may use up to 30 days of paid leave each calendar year to serve as an organ donor.

Section 7. Military Leave. A unit employee is entitled to military leave subject to the employee presenting to management competent military orders and a request for leave either through the electronic timekeeping system or by OPM Form 71. A unit employee may be charged military leave only for hours that the unit employee would otherwise have worked and received pay unit employee who request military leave for inactive duty training be charged only the amount of military leave necessary to cover the period of training and necessary travel. A full-time employee working a 40-hour workweek will accrue 120 hours (15 days x 8 hours) of military leave in a fiscal year, or the equivalent of three 40-hour workweeks. Military leave will be prorated for part-time unit employee and for unit employee on uncommon tours of duty based proportionally on the number of hours in the unit employee's regularly scheduled biweekly pay

period.

Section 8. Court Leave. Court leave shall be granted to an eligible employee when required to serve as a juror or as a witness on behalf of any party in connection with any judicial proceeding to which the United States, the District of Columbia, or a state or local government is a party. When employees are summoned or assigned by their activity to testify in an official capacity they are in an official duty status. The court or judicial proceeding may be located in the District of Columbia, territory or a possession of the United States.

1. Federal employees residing in Virginia may keep expenses provided by the courts. Federal employee residing in other states may be required to submit jury fees to their servicing payroll office.

2. Should the court recess or adjourn prior to the end of the regularly scheduled workday, an employee on court leave should return to work provided a reasonable amount of time remains to do so.

3. An employee's absence from duty must be charged as either annual leave or leave without pay when the employee's appearance in court as a witness is not in connection with a judicial proceeding involving the Federal, state, or local government as one of the parties or the appearance is not in his/her official capacity. The employee is entitled in these circumstances to the usual fees and allowances.

Section 9. Voting and Registration Time. Polls in Virginia open at 6:00 a.m. and close at 7:00 p.m. Employees who desire to vote or register in any election or referendum on a civic matter in their community may be excused that length of time which will permit them three full hours after the polls open or before the polls close whichever is the less amount of time. For example, an employee whose shift begins at 7:45 a.m. and ends at 4:15 p.m. may be excused for fifteen minutes (at 4:00 p.m.) at the end of the workday to allow three full hours in which to vote before the polls close.

ARTICLE 28

SAFETY AND HEALTH

Section 1. The Navy has historically maintained safety and health programs to protect its personnel and property. Occupational safety has long been an element of the overall Navy safety program that also includes explosive safety, nuclear safety, aviation safety, traffic safety and off duty safety. With this in mind, the Parties agree that safety and health is a shared responsibility of the Employer, the Union, and bargaining unit employees. The Navy occupational safety and health program is delineated in Navy policy which is to provide a safe and healthy workplace for all personnel. The Navy achieves this through an aggressive and comprehensive program fully endorsed by the Secretary of the Navy (SECNAV) and implemented through the appropriate chain of command. The program includes compliance with applicable standards; inspection of workplaces; prompt abatement of identified hazards, safety training, and procedures for personnel to report suspected hazards to their supervisors and/or safety and health officials without fear of reprisal.

Section 2. The Department's Safety Officer's contact information will be provided to the Union when available. Upon establishment of a Safety Committee, the Union will be advised and allowed to participate.

Section 3. Upon request of the Union, and when lawful to do so and the information is in possession of the Employer, the Employer will provide information regarding safety and health to the Union in accordance with information request procedures established in the contract.

Section 4. Bargaining unit employees will immediately report unsafe/unhealthy working conditions to their immediate supervisor without fear of restraint, interference, or coercion for making such a report. Any bargaining unit

employee (or employee representative) may submit a report of an unsafe or unhealthful working condition directly to the activity Safety Office. Employees may make an oral or email report to the Safety Office instead of a written report. Bargaining unit employees may exercise their right to remain anonymous when reporting unsafe/unhealthful working conditions to the Safety Office. The Employer will take prompt and appropriate action to investigate the report and provide a response back to the bargaining unit employee.

Section 5. When the Employer believes that a bargaining unit employee is unfit for duty, the employee may be ordered or offered a physical examination at the Employer's expense.

Section 6. The Employer may provide bargaining unit employees with appropriate orientation and/or training to perform their job safely, e.g., chemical exposure.

Section 7. Each police unit is equipped with a spill kit. Each bargaining unit member assigned a police unit is responsible for maintain the spill kit. When, upon bargaining unit member inspection of the unit, the member determines spill kit items are missing, the bargaining unit member will so notify the immediate supervisor and obtain replacement items.

Section 8. Bargaining unit employees who are first responders and essential personnel may be trained in chemical exposure, issued and required to employ Personal Protective Equipment (PPE) gear.

ARTICLE 29

WORKERS' COMPENSATION

Section 1. The Parties recognize that administration of the Federal Employee's Compensation Act is the responsibility of the Department of Labor (DOL), Office of Workers' Compensation Program (OWCP). To the extent such action are within its control, the Employer will provide assistance to employees injured on-the-job. The Union will aid these efforts to the greatest extent possible. The Parties agree that on-the-job injuries will be reported in accordance with the procedures set forth in Chapter 2 of COMNAVREG MIDLAST INST 5500.2, and any subsequent updates. Employees MUST immediately report on-the-job injuries to their supervisor.

Section 2. A traumatic injury is defined by DOL as a wound or other condition of the body caused by external force, including stress or strain. The injury must be identifiable as to the time and place of occurrence and member or function of the body; and caused by a specific event or incident, or series of events, within a single day or work shift; and may also include damage to or destruction of prosthetic devices or appliances. A traumatic injury is reported on DOL Form CA-1.

Section 3. An occupational disease/illness is defined by DOL as an illness or disease produced by: system infections; continued or repeated stress or strain; exposure to toxins, fumes, etc., or other continued and repeated exposure to conditions of the work environment over a longer period of time than a single day or work shift. An occupational disease/illness is reported on DOL form CA-2.

Section 4. For any lost time following the traumatic injury, the employee may elect continuation of pay (COP) or request leave. Absent such an election, the supervisor may only charge up to a total of ten days under continuation of medical documentation. If medical documentation regarding the injury has not been presented after ten days, any previously granted COP would be rescinded. The supervisor may convert the previously paid COP to an approved leave status based on administratively acceptable proof of the employee's request to be placed in a leave status and his available leave balance.

Section 5. If medical documentation has not presented after ten days from the date of the injury, and the previously granted COP has been rescinded, the COP compensation will be deemed an overpayment within the meaning of 5 U.S.C.5584 and subject to collection by the Agency.

Section 6. No COP will be charged beyond ten days without the approval of the servicing Injury Compensation Office. Section

Section 7. There is no entitlement to continuation of pay (COP) for an employee's claim of occupational disease/illness.

ARTICLE 30

OVERTIME

Section 1. Overtime shall be assigned at management's discretion to employees who are qualified to perform the work. In order to effectively and efficiently accomplish the tasks of mission, the Employer shall determine the numbers, job ratings, and qualifications required to meet its overtime requirements, and identify the employees who meet those requirements. However, in the interest of employee morale, job continuity and economy of operations, when making overtime assignments, first selection may be made from those employees currently assigned to the job on that shift. Selection may next be made from those employees not currently assigned to the shift requiring overtime.

a. For special events, a volunteer roster will be posted, with assignments available filled on a first-come-first-served basis. This sign-up roster will be posted for a sufficient period of time to allow all employees the opportunity to enter their names on the overtime roster. Rosters will be maintained pursuant to applicable rules and regulations.

b. Employees are required to work all overtime unless specifically excused by the Employer. Officially approved overtime worked by employees will be paid at appropriate overtime rates or compensatory time at the employees' election.

Section 2. The Employer agrees to make every reasonable effort to give employees advance notice before requiring them to work mandatory overtime.

Section 3. An employee who is called back into work outside of his/her regularly scheduled hours of work shall be compensated for a minimum of two (2) hours in accordance with appropriate regulatory provisions, regardless of whether the employee is required to work the entire two (2) hours.

Section 4. An employee called in to work on shifts outside his/her workweek will be promptly excused at such time as it is determined that his/her services are no longer needed.

Section 5. Employees are required to work all overtime assigned unless specifically excused by the Employer (e.g., medical reasons, justifiable emergencies or unavoidable personal situations). Officially approved overtime worked by employees will be paid at appropriate overtime rates.

Section 6. The Employer will make a reasonable effort to provide advance notice when the Employer is aware of the special events which require overtime. The employee will be given the maximum extent of notification possible.

Section 7. All employees will provide the Employer with a current, working telephone number and address for emergencies.

Section 8. Employees will have the option of selecting overtime compensation in the form of pay or compensatory time when they are required to work beyond their basic work day or workweek. Compensatory time may be

accumulated for twenty-six (26) pay periods. Compensatory time not used within the twenty-six (26) pay periods will be converted to overtime pay.

Section 9. The employee will notify his/her supervisor of his/her desire to be paid overtime pay or compensatory time for overtime work. The employee's selection of compensatory time will be exclusive for that day's work.

Section 10. Prior to using annual leave, employees should use accumulated compensatory time in lieu of annual leave during the twenty-six (26) pay periods.

Section 11. A unit employee that volunteers to work an overtime assignment assumes the obligation to perform the overtime. In the event that the volunteer decides after volunteering that he/she does not want to work the previously obligated overtime, the following procedures will apply:

- a. At least 24-hours before the scheduled overtime to be worked, the unit employee will inform their supervisor that they no longer wish to work the overtime based on justifiable reasons.
- b. Unless management chooses to find the replacement, the volunteering unit employee will attempt to find an eligible, qualified volunteer replacement. If a volunteer replacement is found, the volunteer unit employee will inform management. If the replacement is deemed qualified and appropriate for the assignment by the Employer, the original volunteer employee will be excused from the overtime.
- c. If no replacement can be found, the volunteering unit employee, who originally agreed to work overtime, will report to the overtime assignment as scheduled.

Section 12. Unit employees eligible and qualified for overtime may advise their supervisor of their availability for overtime assignments.

Section 13. The Employer will make available to the Union, upon request, current records of overtime assignments.

ARTICLE 31

ADVERSE WEATHER AND DECLARED EMERGENCIES

Section 1. Employees, such as Police Officers and Dispatchers (this example may not be an all inclusive list), who are required to report to work regardless of adverse weather or declared emergencies must report on time for duty. Consistent with Agency policy, the Employer, at its discretion, may grant a reasonable amount of leave to an employee who is unable to report to work due to adverse weather or a declared emergency.

Section 2. Employees who are unable to leave work at the end of their shift, due to adverse weather or a declared emergency, may be provided a sleeping area. Employees are encouraged to keep a set of personal items for such instances to prepare for the possibility of not being released or reporting unexpectedly to support the mission.

ARTICLE 32

MERIT PROGRAM

Section 1. The policy in the Navy is to utilize employee skills and qualifications to the maximum extent possible by selecting and promoting employees on the basis of merit. In accordance with Navy's policy, the Employer agrees to select and promote the best qualified employee available to encourage a high level of employee performance and satisfaction and to strive to retain all capable employees.

Section 2. To ensure that all employees will have better opportunities to be considered for a vacant or newly

established position and the activity will have greater assurance that the best qualified employee is selected for a position, the procedures will be followed in accordance with the Merit Promotion Program.

Section 3. All Unit employees are encouraged to develop and maintain a current resume and to submit their resume through the automated system for consideration for vacancies.

Section 4. The Employer and the Union agree to encourage all employees within the unit to familiarize themselves with the provisions of the Merit Promotion Program. It is agreed to encourage them to strive for self-improvement factors that are considered by selecting officials when they choose between competing candidates for a promotion and to encourage them to compete for positions for which they desire to be considered and for which they believe themselves to be qualified. Employees are encouraged to ensure that their qualifications are a matter of record in the Official Personnel Folder (OPF) by periodically reviewing the folder for accuracy. Criteria used in the selection process shall be based upon the duties, responsibilities, and those characteristics of greatest importance to the vacant position against which candidates' capabilities for successful performance can be measured. All candidates certified will be evaluated under the same methods. The appropriate official or panel may review applications, OPFs, interview candidates, or employ any other reasonable means in arriving at the final recommendation for promotion.

ARTICLE 33

POSITION DESCRIPTION

Section 1. The Classification and Compensation Program shall be conducted within the guidelines issued and authority delegated by the Office of Personnel Management and higher Navy authority. In any case where action is proposed to modify a Position Description within the unit to the extent that either the title, series, grade or qualification requirements may affect the position, it is agreed that an appropriate management official of the Employer will discuss the proposed change with the Union prior to the effective date of the change.

Section 2. Position Descriptions will describe the major duties and responsibilities of the position. It is recognized that the duties reflected in the Position Description are not intended to be a step-by-step verbatim detail of all elements required to accomplish the job.

Section 3. An employee within the unit who believes that his/her position is improperly classified shall have the right to appeal the classification in writing in accordance with the provision of the HRSC-East Operating Manual, Chapter 511.

Section 4. When requested by the Union, the Employer will provide a copy of the position description of any unit members which is pertinent to the case at hand.

ARTICLE 34

DETAILS

Section 1. A detail is a temporary assignment of a bargaining unit employee to a different position or set of duties for a specific period of time.

Section 2. The Employer merit staffing plan will be used for selection for detail for more than 120 days to either higher graded positions or to a position with known promotion potential, unless the selectee has previously held the grade level on a permanent basis. Details of less than 120 days to higher graded positions or to positions with known promotion potential are an exception to the Employer's merit staffing plan.

ARTICLE 35

PERFORMANCE

Section 1. In accordance with applicable regulations, the Employer will establish a program to rate performance on an annual basis.

Section 2. The Employer will develop a written performance plan for each employee based on work assignments and responsibilities covering the official appraisal period. Performance plans must include all critical elements and related performance standards.

Section 3. Employees are encouraged to participate in the development of their performance plans.

Section 4. Employees will be provided a copy of their performance plans within thirty (30) days of the beginning of each appraisal period, consistent with Employer regulations.

Section 5. Consistent with Employer regulations, one or more documented progress reviews will be conducted during the appraisal period, with one review conducted approximately half-way through the performance cycle. Progress reviews should be informative and developmental in nature.

Section 6. Each employee will receive a rating of record. This includes a rating for each element and assignment of a summary level, and provision of a copy of the rating to the employee. To receive a rating of record, an employee must have served for a minimum of 90 days. If necessary, the employee's rating period will be extended beyond the ending date of the rating cycle to ensure the minimum 90-day period.

Section 7. When it is determined by the Employer that employee performance has become unacceptable in one or more critical elements at any time during the appraisal cycle, the employee will be given the opportunity to improve his/her performance to an acceptable level.

Section 8. The results of performance appraisals may be used in part or in whole when determining training needs, awards, reassignment, promotions, denial of within grade increases, and changes to lower grades or removal actions.

Section 9. When it is determined that an employee's within grade increase must be withheld based on performance, in accordance with applicable regulations, the employee concerned will be informed in writing of the decision to either delay or deny the increase. The employee may request the matter be reconsidered under 5 C.F.R. 531.410.

ARTICLE 36

INCENTIVE AWARDS

Section 1. The Employer's incentive awards program is a valuable tool available to motivate and increase productivity by recognizing creativity and contributions in the workplace. The Employer encourages bargaining unit employees to perform their duties in an efficient and effective manner.

Section 2. The types of awards currently available include suggestion, invention, special act or service, time-off awards, and honorary awards. Specific awards can be found by accessing the servicing human resources office website, personnel manual.

Section 3. Employees who believe they have a suggestion or invention should bring it to their immediate supervisor to discuss and determine the processing of the suggestion/invention.

ARTICLE 37

HOURS OF WORK

Section 1. The Employer establishes the hours of work in accordance with 5 CFR 610. The basic workweek is the calendar week of Sunday through Saturday. Starting times for the basic workweek will be established by the Employer. Two non-workdays will normally be consecutive. Shift requirements will be determined by the Employer and is based on the operational and staffing requirements. Precinct shifts will be made according to local needs. The Parties understand that changes in assignment to shifts (Days, afternoons and nights) and changes in shift hours are subject to bargaining. All bargaining employees are expected to be on time at the start of their shift. Uniformed employees must be in uniform at the start of their shift. Employees may on occasion be required to continue on duty beyond their normal work schedule to complete any assignment in progress on a regular tour of duty, including preparation of necessary reports. Employees will be compensated for all hours of work in accordance with applicable laws, rules, and regulations. Nothing shall preclude the Employer from considering alternate work schedules in order to better achieve the mission of the Employer.

Section 2. To the extent practicable, employee work schedules will remain stable/consistent. When the Employer finds it necessary to change any individual's work schedule, not less than one week advance notice will be provided to such employees, except in circumstances when the Employer determines an immediate change to work schedule is necessary to accomplish the organization's mission, operational needs and training requirements. The Employer reserves the right to assign bargaining unit employees to any shift and/or to reassign to another shift based on operational necessity, when the Employer determines that it would be handicapped in carrying out its functions or that costs would be increased. When practical, those employees who normally work night shift and weekends may have their tours of duty/hours of work changed to accommodate training requirements.

Section 3. Each bargaining unit employee assigned to shifts may be given the opportunity to state a preference as to which shift he/she would prefer to be assigned to; this preference may be considered by the Employer with other factors such as mission and operational needs. Upon request by the Union, the basis for any decision will be provided to the Union.

ARTICLE 38

UNIFORMS AND EQUIPMENT

Section 1. Uniform.

1. Police Officers will be required to wear complete uniforms, as prescribed in regulations and policies. When on duty, all bargaining unit employees will maintain a neat and orderly appearance.

2. Police Officers will receive an annual uniform allowance during the second quarter of the fiscal year (Jan-Mar). The Employer will request the maximum funding yearly, until the maximum allowable allowance is received. The Employer will notify the Union of the status of the requested funding. The purpose of the allowance is to purchase uniforms and accessories that are not provided by the employer, but are necessary for duty.

3. The Employer will continue to issue duty badges, shoulder patches, duty belts and holsters, non-lethal weapons, handcuffs, firearms and ammunition. Police Officers will not carry non-lethal weapons that are not approved by appropriate authority.

4. The Employer provides and will continue to provide an identity credential which meets the Personal Identity Verification (PIV) 1 and 2 standards of FIPS-201(HSPV-12) as well as Homeland Security Presidential Directive 12 (HSPD- 12). This identity credential is the Common Access Card (CAC). When and if the Employer initiates changes, the Employer agrees to notify the Union accordingly and engage in impact and implementation bargaining where appropriate.

5. The Parties agree Police Officers may wear business casual during in-service annual training (except Police Academy), all other training, i.e., Nonlethal Weapons (NLW), firearm range, Emergency Vehicle Operations Course (EVOC), Cardiopulmonary Resuscitation (CPR) and respirator, may wear battle dress uniform (BDU), blue jeans, cargo pants, appropriate tee shirts and sweat shirts (as appropriate) or otherwise prescribed by the facility owner/operator.

6. Light duty officers also may wear business casual attire.

7. When a medical condition requires a bargaining unit employee to be in an unarmed status and is assigned to work outside of the Precinct officially assigned, they may wear business casual attire.

8. The Union will be notified of changes to the uniform and will be given the opportunity to bargain at the appropriate time.

9. The Employer will consider recommendations from the Union concerning addition or changes to uniforms. Such recommendation will be articulated via memorandum or email to the appropriate management official and will contain sufficient detail to adequately describe the suggested addition or change, and the reason(s) for the addition or change. The Employer will provide a timely written response to the recommendation.

10. When and if the Employer initiates changes, the Employer agrees to notify the Union accordingly and engage in impact and implementation bargaining, where appropriate.

Section 2. Equipment and Personal Protective Equipment

1. The Union may recommend new protective clothing and equipment or modifications to existing equipment for consideration by the Employer. Such recommendations will receive prompt consideration. The Union will assist the Employer in ensuring that Police Officers or other bargaining unit employees wear safety equipment when required by the Employer.

2. If body armor is provided by the Employer, the employees will wear it while on duty. The Employer will request funding for body armor consistent with the budget process.

3. When provided, Chem-Bio Personal Protective Equipment (MOPP Gear) is provided by the Employer. If provided, it will be issued at Force Protection Condition (FPCON) Charlie or Delta, dependent upon installation Anti-Terrorism (AT) Plan. When issued, it will be worn upon order to "Don MOPP Gear". Police Officers will not be ordered to go into a warm or hot zone without MOPP Gear. Storage and issuance will be controlled by the Police Precinct.

4. The Employer will provide hearing and eye protection when required, and the employees will use it.

5. All equipment issued by the Employer will be returned upon termination, resignation, retirement or prior to the beginning of any period of leave without pay (LWOP) for 120 days or more unless individual circumstances indicate that the employee will not be returning to duty.

6. Equipment deemed necessary by the Employer for the performance of assigned duties will be provided to

employees by the Employer. It is the responsibility of each employee to notify the Employer if the equipment issued to them is not serviceable or has exceeded its recommended service life. The Union and the employee will be informed if the equipment is unavailable through the supply system or if budgetary constraints preclude the provision of such equipment. Upon request, the Union will be informed the status of equipment availability.

Section 3. Police Vehicles

1. The Parties agree that vehicle safety is critical, and that all vehicles will be safely maintained. The Employer agrees to properly install and maintain auxiliary equipment. Police Officers will report damage, malfunctioning equipment or an unsafe condition by means of the Vehicle Inspection Check List. Deficiencies that impair safety shall be corrected before returning the vehicle to operational status.

2. Police Officers are responsible for before and after operation Preventive Maintenance Checks and Service (PMCS) of the vehicles they operate as well as equipment used (radar, speed indicator trailers, etc).

3. Patrol vehicles will be clearly marked as police vehicles. At least one vehicle will be equipped with a security shield or screen.

4. Since types of vehicles are determined by another organization, the Union will be advised that the acquisition process is beginning and will be given an opportunity to provide input to requirements determination.

5. Any radar equipment which is assigned to be used will be calibrated at Employer expense in accordance with manufacturer's specifications. Police Officers will field calibrate the radar unit before, during, and after use, or in accordance with Court requirements.

Section 4. Lockers

The Employer will provide each Police Officer with lockers. Police Officers will maintain a spare uniform in their locker to comply with OSHA instructions regarding the Blood-Borne Pathogen protection.

ARTICLE 39

REDUCTION IN FORCE

Section 1. The Employer agrees that prior to the issuance of official notice to the employees involved in a reduction-in-force (RIF) action, the Union shall be notified of the number of employees and competitive levels to be affected, the date action is to be taken, and the reason for the RIF. The Union may render its assistance in communicating to the employees the reasons for the RIF. The RIF process will be conducted in accordance with applicable regulations.

Section 2. The Employer may, in accordance with applicable regulations and in order to minimize the impact of a RIF, use existing vacancies for placement of qualified employees who might otherwise be affected by the RIF.

Section 3. In accordance with applicable regulations, any career or career-conditional employee who is separated as a result of RIF may be placed on the DoD Stopper List and/or the Reemployment Priority List. Acceptance of a temporary appointment (including from reemployment list) will not alter the employee's right to be offered a permanent position.

Section 4. In the event a RIF is implemented, the employee affected shall have the right to review the retention registers relative to his/her case.

ARTICLE 40

PREVENTION OF SEXUAL HARASSMENT

Section 1. The Parties agree that they will follow the Employer's sexual harassment policy. The policy describes sexual harassment and specifically states that sexual harassment will not be condoned. The Parties agree that sexual harassment debilitates the morale of unit employees and interferes with the mission, and the effective and efficient operation of the organization.

Section 2. The Employer agrees to distribute, via electronic mail, the Employer's sexual harassment policy to all unit employees who have electronic mail. Additionally, the Employer will post the sexual harassment policy on bulletin boards throughout its facilities.

Section 3. The Employer will require annual prevention of sexual harassment training of all unit employees; and unit employees will cooperate by taking the training and abiding by the requirements set forth in the training and policy.

Section 4. If a unit employee believes they have been subjected to sexual harassment, they may file an EEO complaint or address the concern to their union representative.

ARTICLE 41

TRAINING

Section 1. The Parties agree that training and development of the bargaining unit is beneficial to both parties. The Employer is responsible for evaluating employees' performance, reviewing current and anticipated missions, determining where training can be used to bridge between employee performance and mission demands, and assuring training is achieved and evaluated. Employees may submit a request, in writing, to their immediate supervisor to attend training that is not otherwise provided through the Employer. Employer approval will be made based on availability of funds, quota for the course, mission requirements, and the direct relation of the training to the employee's position. The Employer will provide an answer to the employee's training request in writing.

Section 2. The Employer maintains the right to determine training for employees consistent with their job assignment. Types of training may be provided by, but is not limited to, DoD regulations, Instruction, Directives, state accredited courses, and other training opportunities from outside agencies.

Section 3. Bargaining unit members will attend, complete and apply the training in their performance of duties. When a Bargaining Unit employee attends training on their own time and own expense, and it requires Employer verification of their status, the Bargaining Unit employee will inform their appropriate level of the Employer of their anticipated attendance at training, and request their supervisor verify their status as an employee. When contacted by the outside training vendor, the appropriate level of the Employer will verify the employee's status.

Section 4. Employees must contact their supervisor in the situation of early dismissal from the training to determine if they are to return to work. Reminder: Supervisors only have the discretion to grant less than one hour of excused absence (minus travel time).

Section 5. The Employer agrees that mandatory training should be scheduled as far in advance as possible to allow for shift changes. If mandated training is scheduled during an employee's non-working hours, the employee will be informed of the training at least 7 days in advance. Exceptions to the 7 day advance notice includes last minute

vacancies, employee volunteering to attend, and mission needs. The exception list is not all inclusive but rather common examples. If the training is offered and scheduled outside of an employee's non-work hours, the employee's scheduled shift will be adjusted to accommodate the training. The Parties agree that annual leave should not be used to attend employer-mandatory training.

Section 6. Upon request from the Union, the Employer agrees to meet with the Union to discuss the bargaining unit's overall desires for various programs of training. The intent of this meeting is to discuss overall desires for various programs of training not concerns or requests from individualized bargaining unit members.

ARTICLE 42 GLOSSARY

Section 1. The purpose of the below definitions is to provide the Parties with commonly used terms in the contract and accompanying definitions. The below definitions are not intended to be all inclusive, but to simply provide a guide for the bargaining unit employees to assist in the understanding of the collective bargaining agreement. The Parties agree that third parties, to include but not limited to arbitrators, grievance hearing officials, administrative judges, administrative law judges, and FLRA, are not to utilize the below definitions in interpretation of the collective bargaining agreement but rather are to refer to the collective bargaining agreement itself and law, rule, and regulation to provide the definition of terms used.

- a. **Preaction Investigation**-The purpose of the preaction investigation is to inquire into, discover, and report pertinent facts concerning a matter which may involve disciplinary or adverse action.
- b. **Fact Finding** - Used when fact gather is essential to determine liability or whether corrective action is needed.
- c. **Efficiency of the Service** -That cause, nexus, and that service efficiency has been affected by an employee's misconduct.
- d. **Formal Discussion** - discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.
- e. **Memorandum of Understanding/Memorandum of Agreement** - Terms of agreement between the parties resulting from mid-term bargaining.
- f. **Federal Labor Relations Authority (FLRA)** - An independent Federal agency that administers the Federal Service Labor Management Relations Statute, 5 USC Chapter 71.
- g. **Federal Service Impasses Panel** - is an entity within the FLRA, the function of which is to provide assistance in resolving negotiation impasses between agencies and exclusive representatives.
- h. **Federal Mediation and Conciliation Service** - provides services and assistance to agencies and exclusive representatives in the resolution of negotiation impasses.
- i. **Collective Bargaining** -the performance of the mutual obligation of the representative of an agency and the exclusive representative of the employees in an appropriate unit in the agency to meet at reasonable times and to consult and bargain in a good faith effort to reach agreement with respect to the conditions of employment affecting such employees.
- j. **Impasse** - When an agency and union engage in bargaining but fail to reach agreement.
- k. **Past Practice** - Past practice is a common term used to describe work site behavior that is consistent and of

significant duration such that it takes the form of an unwritten but enforceable policy, if it concerns conditions of employment. Once established, past practices are considered incorporated into the collective bargaining agreement and enforceable through the grievance-arbitration process.

I. Schedule of Offences and Recommended Remedies - list of not all inclusive infractions committed by employees, along with a suggested range of remedies for each. It is a guide to discipline, not a rigid standard. Deviations are allowable for a variety of reasons.

m. Unfair Labor Practice (ULP) - Action by either the employer or union, which violates 5 U.S.C. 7116. A ULP may be filed by the agency, union, or employee.

GRIEVANCE FORM

Employee's _____ Date of incident being Grieved: _____

Specific regulation/instruction

Basis of Grievance (i.e. specifics: names, dates, times, places):

Corrective Relief Sought:

Employee's signature

Date

Step One

The above grievance was received by me _____ my response is attached.

Supervisor's signature

Date

_____ I am satisfied with the response and consider the grievance to be settled.

_____ I am not satisfied with this response and request an appeal to Step Three. _____

Employee's signature

Date

Step Two

The above grievance was received by me on _____ which was (within /not within) the seven day limit and my response is attached.

Department Head's/designee's signature

Date

I am satisfied with the response and consider the grievance to be settled.

I am not satisfied with this response and request an appeal to Step Three. _____

Employee's signature

Date

Step Three

The above grievance was received by me on _____ which was (within /not within) the seven day limit and my response is attached.

Program Manager's/designee's signature

Date

I am satisfied with the response and consider the grievance to be settled.

I am not satisfied with this response and request an appeal to Step Three. _____

Employee's signature

Date

Step Four

The above grievance was received by me on _____ which was (within /not within) the seven day limit and my response is attached.

Program Manager's/designee's signature

Date

Appendix A

OFFICIAL TIME REQUEST

Name _____

Date _____

Union Representation

Employee Request

Date and time requested: _____

Estimated time requested: _____

Please check the appropriate box below:

Term negotiations: Official time to prepare for and negotiate a basic collective bargaining agreement or its successor.
SLDCADA ERZ CODE: BA

Mid-term Negotiations: Official I time used to bargain issues raised during the life of a collective bargaining agreement.
SLDCADA ERZ CODE: BB

Dispute Resolution: official time used to process grievances up to, and including, arbitrations, and to process appeals of bargaining unit employees to the various administration appeals agencies such as the MSPB, FLRA, and EEOC, as necessary to the courts, and employee contact. SLDCADA ERZ CODE: BK

General Labor Management Relations:
Official time used for such matters as meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for union reps, collective bargaining agreement administration, and union participation in formal meetings and investigative interviews.
SLCADA EHZ CODE; BD

Remarks: _____

Location of union business: _____

Representative's signature

Employee's signature

Approved

Disapproved

Reason for disapproval and reschedule date/time:

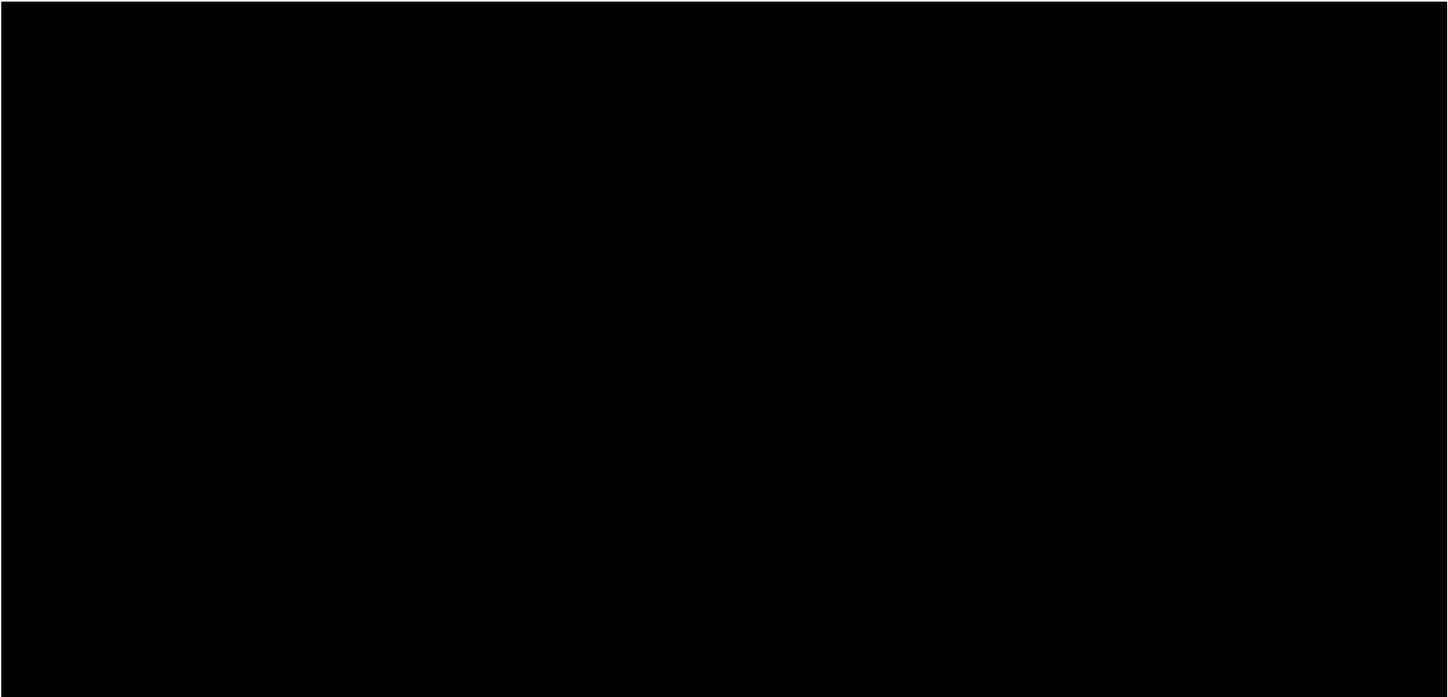
Supervisor's signature

Date

HC
7/17/13

16 July

IN WITNESS THEREOF, the Parties hereto have entered into this Agreement on this ~~XX~~ day of ~~May~~ 2013.



Department of Defense (DOD) Approved 23 July 2013