

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



**COMMANDER, NAVY REGION,
NAVAL DISTRICT WASHINGTON**

AND

**FRATERNAL ORDER OF POLICE
NAVAL DISTRICT WASHINGTON
LABOR COMMITTEE**

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ARTICLE 1

PARTIES TO THE AGREEMENT

Section 01.01 Parties

This agreement is made by and between Commander Navy Region Naval District Washington (CNRNDW), hereinafter referred to as “Employer”, and the Fraternal Order of Police, D.C. Lodge No. 1, Naval District Washington Labor Committee, hereinafter referred to as “Union”. The Employer and the Union are collectively referred to as the “Parties”.

Section 01.02 Intent of the Agreement

It is the intent and purpose of both Parties to the agreement: (1) to promote and improve the efficient administration of the Commander Navy Region Naval District Washington and the major role it plays in the development and implementation of law enforcement and security programs for the CNRNDW community within the meaning of the Federal Service Labor Management Relations Statute; (2) to establish and foster and basic understanding of personnel policies, procedures and practices, and matters affecting the conditions of employment; (3) to provide a means for amiable discussion and adjustment of matters of mutual interest at the CNRNDW.

Section 01.03 Management

For purposes of this agreement, the Employer is defined as any element of CNRNDW, within the chain of command, who exercises direct or indirect supervision over members of the bargaining unit.

Section 01.04 **Gender**

Where language in the agreement is used to denote an employee, supervisor, or other individual and is expressed in terms of one gender, the language will be construed to include the other, as appropriate.

Section 01.05 **Installations**

- a. The installation referred to throughout this document is identified as the five (5) main installations assigned to CNRNDW, and all facilities, detachments, and annexes therein. The five (5) installations are: Naval Support Activities (NSA) Washington, North Potomac, South Potomac, Patuxent River and Annapolis.
- b. The NSA's are comprised as follows:
 1. NSA-Washington: Washington Navy Yard, Naval Security Force (NSF) Anacostia/Bolling, NSF Naval Research Laboratory (NRL)
 2. NSA-North Potomac: NSF Naval Observatory, NSF Potomac Annex, NSF Carderock, NSF Arlington, NSF Thurmont
 3. NSA-South Potomac: NSF Dahlgren, Pumpkin Neck, NSF Indian Head, Stump Neck
 4. NSA-PAX: Patuxent River Naval Air Station, OLF Webster Field, Navy Recreation Center Solomon's Island
 5. NSA-Annapolis: U.S. Naval Academy, NRL Chesapeake Beach Detachment

ARTICLE 2

RECOGNITION AND COVERAGE OF THE AGREEMENT

Section 02.01 Exclusive Representative

The Employer recognizes the Union as the exclusive representative of all police officers and security guards of the Department of Navy, Naval District Washington, excluding all other nonprofessional employees, all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112 (b) (2), (3), (4), (6) and (7) as certified by the Federal Labor Relations Authority in case WA-RP-04-0036, dated March 23, 2005.

Section 02.02 Union's Responsibility

The Union recognizes its responsibility for representing the interest of all such employees without discrimination or regard to labor organization membership or status.

Section 02.03 Employee, Position and Calendar Day

Employee means bargaining unit employee. Position means bargaining unit position. Day means calendar day unless otherwise stated.

Section 02.04 Responsibilities

Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled.

ARTICLE 3

EFFECT OF LAW AND REGULATION

Section 03.01 Laws

It is agreed and understood that in the administration of all matters covered by this Agreement, the Employer and its officials and the Union and the bargaining unit are governed by the provisions of the Federal Service Labor-Management Relations Statute.

Section 03.02 Authority

In the administration of all matters covered by the Agreement, the Parties are governed by:

- a. existing and future laws,
- b. the Employer's rules and regulations in effect upon the effective date of this Agreement, unless contrary to the terms of this Agreement or government-wide rules or regulations,
- c. government-wide rules or regulations in effect upon the effective date of this Agreement, and
- d. government-wide rules or regulations issued after the effective date of the Agreement that are not in conflict with this Agreement.

Section 03.03 Valid Exception

Should any conflict arise between the terms of this Agreement and any Employer rule or regulation issued after the effective date of this Agreement, the terms of this Agreement will supersede and govern unless specifically indicated otherwise.

Section 03.04 Right to Negotiate

Nothing in this Article shall constitute a waiver of the Union's right to negotiate over the Employer's rules and regulations, to the extent permitted by law.

Section 03.05 **Future Bargaining**

The Parties agree that this Agreement will not foreclose future bargaining over specific actions by the Employer, which are not already covered by the Agreement.

ARTICLE 4

NEGOTIATIONS DURING THE LIFE OF THE AGREEMENT

Section 04.01 Agreements under this Article

Any agreements reached under the provisions of the Article shall be deemed to be supplemental to this Agreement and subject to approval of the Agency Head.

Section 04.02 Mandated Changes

In a future statute, Executive Order, government-wide regulation, judicial decision or essential mission need requires the parties to change an agreement between the Parties, the Employer will notify the Union, in writing, of proposed language to implement the change required. If the Union desires to negotiate the impact and implementation of the change, to the extent permitted by law, it shall notify the Employer within five (5) days. Such request to negotiate shall include a specific timely and negotiable counterproposal for negotiations. Failure to respond timely to the Employer's notice shall constitute a waiver of any right to negotiate on the proposed required change, and the proposal will become part of the Parties' Agreement. Changes unrelated to the change specifically required by the law, Executive Order, government-wide, regulation, judicial decision or essential mission need will not be permitted in the subject negotiations.

Section 04.03 Other Changes

The Employer will notify the Union, in writing, of changes that may affect personnel policies, practices and working conditions of bargaining unit employees. If the Union desires to negotiate the substance, if appropriate, or impact and implementation of

the change, to the extent permitted by law, it shall notify the Employer within five (5) days. Such request to negotiate shall include specific, timely and negotiable proposals for negotiations exclusively addressing the matter of the proposed change. Failure to respond timely to the Employer's notice shall constitute a waiver of any right to negotiate on the proposed change, and the proposal will become part of the Parties' Agreement.

Section 04.04 Information Requests

The Employer shall make a good faith effort to provide the Union adequate information about the proposed change to allow bargaining to proceed. The Union will ensure that any request for information is accompanied by a demonstration of "Particularized Need" in line with current case law precedents of the Federal Labor Relations Authority and appropriate courts. If a dispute arises in the course of negotiations, the Parties agree that bargaining will go forward. If no agreement is reached and the matter is placed before the Federal Service Impasses Panel (Panel), either Party may raise the dispute to the Panel, which shall be authorized by the Parties to resolve the dispute consistent with law.

Section 04.05 Implementation

- a. If the Union has timely requested negotiations regarding a mandated or other change, the Employer will, where possible, delay the implementation of such change until such time as the Parties reach agreement on all negotiable issues connected with the change, unless the Employer reasonably believes that:
 1. There is a mandatory implementation date or contrary intent expressed by the source of the mandated change which requires implementation of the change prior to agreement; or,

2. the Employer's mission, the security of its staff, or the accomplishment of its mission objectives would be adversely affected by such a delay.
- b. Nothing shall preclude the Employer from implementing a proposed change on or after the implementation date proposed in its original notice should the Union fail to meet an obligation under this Agreement in a timely manner.
- c. Further, should the Employer determine that a failure to implement a proposed change on or at any time after the proposed implementation date would adversely affect its mission, it shall be free to implement the change while continuing to bargain on negotiable matters until agreement or impasse is reached.
- d. Notwithstanding the above, nothing shall affect the authority of the Employer to take whatever actions may be necessary to carry out its mission during emergencies.

Section 04.06 Negotiating Procedures

The following procedure shall govern the conduct of all negotiations pursuant to this Article.

- a. Negotiations shall commence within (5) days unless otherwise mutually agreed by the Parties.
- b. The Employer will provide a site for negotiations.
- c. The Union will be authorized the same number of Union representatives on official time as the Employer has representatives at the negotiating table.
- d. Negotiations will take place from 08:30 a.m. to 03:30 p.m.

e. Once commenced, negotiations will continue until agreement is reached or impasse is declared.

f. If agreement cannot be reached on the matters under negotiation, the following procedures shall apply.

1. Declaration of Impasse:

A. Neither Party may declare an impasse until all proposals are:

- i. declared nonnegotiable by the Employer; or
- ii. declared at an impasse by either Party.

B. The Parties agree that each will use their best good faith efforts to avoid an impasse in the negotiations and that before formally declaring any provision nonnegotiable, the Employer must provide the Union five (5) days notice of intent to take such action, unless unreasonable under all of the facts and circumstances, and provide the Union with a statement of non-negotiability and reasons therefore, without prejudice to later supplementation of the reasons.

2. Impasse Procedures:

A. In the event either party declares an impasse in negotiations, the Federal Mediation and Conciliation Service (FMCS) shall be requested to provide services and assistance to resolve the dispute pursuant to 5 USC 7119.

B. If mediation services of the FMCS do not result in resolution of the impasse, either Party may invoke the services of the Panel

pursuant to 5 USC 7119. Prior to taking such action, however, the Party seeking to invoke the services of the Panel must provide fourteen (14) days notice to the opposing Party of its intention to take such action, unless unreasonable under all of the facts and circumstances.

Section 04.07 Reopener

- a. To the extent permitted by law, the Parties may reopen bargaining by proposing negotiable changes in working conditions during the term of this Agreement. Negotiable proposals concern matters not covered by this or any other agreement between the Parties. Proposals which relate to matters over which the Union has waived its right to bargain during the negotiation of this Agreement or after proper notification are inadmissible as proposals.
- b. During the 18th month after agency head approval, either Party may propose no more than three (3) negotiable changes that are not covered by or explicitly addressed in this Agreement. Changes negotiated to completion must be submitted for agency head review prior to taking effect pursuant to Section 55.01.
- c. If either Party submits a re-opener proposal under this section, proposals must be in writing and bargaining shall commence within fourteen (14) days. Proposals must identify the issue and provide proposed language.
- d. Neither bargaining team shall exceed three (3) members.
- e. The Union is entitled to designate up to three (3) representatives on official time for bargaining sessions, that will take place on the Washington Navy

Yard, on a schedule that is mutually agreeable to the Parties.

- f. The Union will pay reasonable travel and per diem expenses for the designated Union representatives.

Section 04.08 Surveys

No canvassing, attitude surveys, questionnaires or similar devices concerning personnel policies, practices or procedures affecting working conditions of employees of the bargaining unit will be utilized by the Employer without prior notification to the Union. Upon request, the Employer agrees to provide the Union with a copy of any report generated by the surveys or questionnaires, if possible. No canvassing, attitude survey, questionnaires or similar devices will contain any personal identifiers. However, a provision may be made for optional self-identification. Surveys that are conducted by a third party outside CNRNDW are not restricted within this Section.

ARTICLE 5

UNION AND EMPLOYER RIGHTS

Section 05.01 Management's Rights

Subject to 5 USC 7106(a), nothing in this chapter shall affect the authority of any management official of any Employer:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Employer; and
- b. In accordance with applicable laws:
 1. To hire, assign, direct, lay off, 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 Employer operations shall be conducted;
 3. With respect to filling positions, to make selections for appointments from:
 - i. Among properly ranked and certified candidates for promotion; or
 - ii. Any other appropriate source; and
 4. To take whatever actions may be necessary to carry out the Employer mission during emergencies.

Section 05.02 Local and National Officers

The Employer agrees that local and national officers and other duly authorized representatives of the Union, who are not active employees of the Employer, will be recognized as follows:

- a. To meet with management officials on appropriate labor-management

business if prior notification is provided to the labor relation's officers;

- b. To serve as the chief negotiator for the Union when negotiating an agreement with the Employer; and to serve as an authorized observer for the Union or a representative of a grieved employee at a hearing.

Section 05.03 Number of Representatives

The Union will designate and the Employer agrees to recognize six (6) executive board officers to handle appropriate representational functions. These officers will include the Chairman, Vice Chairman, Secretary, Recording Secretary, Treasurer, and Employer Trustee. There will be one (1) chief steward per installation and at least one (1) steward per shift per installation that will perform representational functions during that specific shift. Operational commitments may require employee movement between shifts. In cases where the incumbent steward is affected, it is the Union's responsibility to notify the Employer of its designation of a replacement steward.

Section 05.04 Notice to Employer

The Union agrees to furnish to the Employer written notice of all designated representatives upon the execution of this Agreement and within twenty-four (24) hours of any change in designation. Official time may not be granted to any representative whose designation is not on file with the Human Resources Office (HRO) -Washington.

Section 05.05 Appointment as a Delegate – Leave

The Employer agrees that when given at least fifteen (15) calendar days advance notice by an employee in the unit that he/she has been elected or appointed to serve as a delegate to any Union activity requiring absence from work, such employee will be granted annual leave and/or leave without pay (LWOP) whenever practicable.

Section 05.06 **No Restraint**

The Employer agrees that there will be no restraint, interference, coercion, or discrimination against the representatives of the Union because of the performance of their union duties.

Section 05.07 **Annual Notification**

The Employer agrees to annually inform employees of their rights under 5 USC 7114(a)(2)(B) by posting information on the official bulletin board.

Section 05.08 **Union Obligations**

The Union obligates itself and agrees to represent in good faith the interests of all employees of the bargaining unit covered by this agreement without discrimination and without regard to membership in the Union.

Section 05.09 **Representatives at Meetings**

The Parties understand the importance of timely Union representation of employees. To that end, a Union representative will provide representation at the appropriate time. If after a request, a Union representative fails to attend a proposed disciplinary meeting or investigation, said meeting will be delayed for up to twenty-four (24) hours. If a Union representative cannot be obtained within that time, the meeting will resume.

Section 05.10 **Violation of Protected Rights**

- a. The Parties will strive to avoid violations of rights protected by the Federal Service Labor-Management Relations Statute, 5 USC Chapter 71.
- b. The Parties will meet at least ten (10) days prior to filing an unfair practice labor charge with the FLRA. The meeting will be an effort to resolve any

perceived violation of the Statute prior to either Party filing a charge with the FLRA. HRO (Labor Relations) is the point of contact to set up such meetings.

Section 05.11 **Access to the Information**

Upon request, and to the extent not prohibited by law, the Employer will furnish to the Union, data:

- a. which is normally maintained by the Employer in the regular course of business,
- b. which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and
- c. which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining.
- d. The Employer will respond to the information request within seven (7) business days. The Employer will make every effort to provide the Union with information in a timely manner provided the release of that information does not violate law and statute and the Union has demonstrated particularized need.

ARTICLE 6

UNION USE OF SPACE AND EQUIPMENT

Section 06.01 Union Office

The Employer will provide an office to the Union chairman for the conduct of official business and will make an attempt to locate that office at the chairman's duty station of record. The Employer will make every effort to locate one (1) additional office for the use of stewards on each installation. Such office(s) will only be utilized while stewards are conducting official Union business and are on official time. The Employer will provide the Union with advance notice of any required office moves.

Section 06.02 Office Equipment

Upon securing office space, the Employer will provide, for official use, for the office of the Union chairman: one (1) telephone; one (1) NMCI desktop computer, one (1) four-drawer filing cabinet; two (2) chairs; and one (1) desk. The Union will reimburse any monthly costs incurred for telephone service to the CNRNDW Comptroller. The Union will designate to the applicable Security Installation Program Director (IPD) in writing a property custodian who will be responsible for the equipment.

Section 06.03 Union Representatives' Names

The Union will post the names of the Union representatives on the designated Union bulletin board.

Section 06.04 Conference Space

The Employer will, upon written request of the Union, attempt to obtain available space for conferences, meetings, and other approved Union functions relating to

bargaining unit employees at no cost to the Union or the Employer. Normally the request will be made at least five (5) workdays prior to the date desired. No conference room will be authorized for meetings that transact internal union business.

Section 06.05 **Bulletin Board Space and Employee Mailbox**

- a. The Employer will provide one (1) bulletin board of adequate size with locking capability at each installation for the posting of Union material. The Employer also agrees to make diligent effort to provide employees with mailboxes for the purpose of disseminating information of mutual interest to both parties. Employees are responsible for reviewing materials in their assigned mailbox every duty day and purging the contents thereof on a weekly basis.
- b. The Union agrees that material posted on its bulletin board will not be libelous or disruptive to good order and discipline. **The Union is responsible for any information posted on the bulletin board.** Any dispute concerning the content of any posting, which is alleged to be libelous, will be brought to the attention of the Union's chair by the Employer. The Union agrees to remove the material until the dispute is resolved. The Parties agree that where the dispute cannot be resolved, they will submit the matter to arbitration as provided for in this Agreement.

Section 06.06 **Copies of Laws, Rules, and Regulations**

The Employer will provide the Union copies of personnel laws, rules, and regulations and updates relevant to unit employees upon request.

Section 06.07 **Reproduction of Agreement**

The Employer will reproduce this agreement and will bear all related costs. The Employer will provide twenty-five (25) copies of this agreement to the Union for its use and will make the agreement downloadable to all bargaining unit members at the CNRNDW N3 Portal.

Section 06.08 **Building Passes**

Subject to safety and security requirements, and on advance notice, non-employee Union representatives will be authorized appropriate building passes for the conduct of official business.

Section 06.09 **Parking**

Bargaining unit employees will be issued parking permits in accordance with the individual installation regulations.

ARTICLE 7

NAMES OF EMPLOYEES AND COMMUNICATIONS

Section 07.01 Requests for Names

Within thirty (30) days of the Union's request, the Employer shall furnish the Union the name, title and grade of each employee covered by this Agreement. The Employer shall comply with up to two such requests within any twelve (12) month period.

Section 07.02 Union Distributions

The Employer agrees to permit the Union to distribute to each bargaining unit employee annually a Union announcement card, notifying the employee of the Union's Executive Board and representatives, and that the Union is the exclusive bargaining representative and soliciting information from the employee so that the Union may provide maximum service to the employee.

Section 07.03 Right to Address New Employees

The Union shall have the right to address any new employee when hired by the Employer within 30 days of the hire. The Employer will provide the Union with the training curriculum required of new employees and any changes that will be implemented within said curriculum.

ARTICLE 8

LOCKER ROOMS/SHOWERS/COMMON AREA

Section 08.01 Lockers

The Employer shall provide lockers for all bargaining unit employees, which are capable of being locked and large enough to hold all appropriate issued equipment, uniforms, and reasonable personal items. Bargaining unit officers' locker(s) will only be searched in accordance with law and established policy. Search of an officer's locker(s) will be conducted in the presence of the officer assigned the locker and/or a Union representative, if the employee is not available; except during exigent (i.e. abnormal, unplanned or unforeseen) circumstances.

Section 08.02 Employer Inspection

When the Employer desires to conduct an inspection of officers' locker(s), to ensure cleanliness and/or for health, and safety reasons, officers will normally be given a minimum of 24 hours advance notice for inspection period. A Union steward and/or Union official may be present for the inspections.

Section 08.03 Receipt for Property

In any instance where an officer's property or contents of the locker is seized by the Employer, the bargaining unit officer will be given a written receipt of the property seized. When the officer is present at the time of the seizure, the receipt will be issued and provided to the officer immediately. When the seizure occurs and the officer is absent, the receipt will be issued and provided to the officer as soon as possible.

Section 08.04 **Amenities**

The Employer agrees to provide access to a microwave oven, refrigerator, sink, eating area, and TV for informational programming as determined by the Security IPD.

Section 08.05 **Showering Facilities**

The Employer will provide access to showering facilities for use by bargaining unit officers.

Section 08.06 **Cleanliness of Facilities**

The Employer will make a reasonable effort to provide adequate and clean facilities. It is understood that employees share responsibility in maintaining spaces in a clean and orderly manner. In those instances where construction or renovation in proximity to such facilities results in an increase in dirt, dust, or debris, the Employer will, to the extent space is available, temporarily relocate the facility. In those instances where space is not available, the Employer will take reasonable steps to minimize the impact of construction or renovation activities.

ARTICLE 9

LABOR MANAGEMENT RELATIONS COMMUNICATION

Section 09.01 General

Communication is important in promoting effective labor management relations (LMR). To this end, the Employer and the Union will hold regular meetings to exchange ideas concerning regional and local LMR issues, exclusive of any bargaining and/or impact and implementation issues. The purpose of such meetings will be attempting to resolve problems concerning the working environment of bargaining unit employees, administering this Agreement, reducing costs and improving operational efficiency. Such meetings will be conducted in an atmosphere that fosters mutual respect.

Section 09.02 Procedures

LMR communication meetings shall in no way nullify or take away the right of the Union to negotiate on all negotiable matters. These meetings will not circumvent established grievance and negotiation procedures/ meetings set forth in this Agreement, nor any other procedure provided for in law or regulations for the resolution of disputes. Such meetings will be conducted during regular duty hours. Union officials in attendance are authorized official time without charge to leave or loss of pay if they are otherwise in an active duty status.

Section 09.03 Regional Meetings

The Union chairman, or designee, and the Commandant, or designee, will meet on a quarterly basis to discuss LMR issues of regional importance. The chairman will submit an agenda to the Commandant and HRO (LR) seven (7) days in advance of the meeting. Attendance at these meetings will be limited to the Commandant, or designee, a

the law enforcement program director, an HRO (LR) employee, the Union chairman, or designee, and one additional Union representative.

Section 09.04 **Local Meetings**

A chief steward will meet with the applicable Security IPD on a monthly basis to address issues which impact local installation matters. The chief steward will submit an agenda to the Security IPD three (3) days in advance. Local grievances will not be considered at these meeting without the consent of both parties.

ARTICLE 10

RIGHTS OF EMPLOYEES

Section 10.01 Rights Protected

Employees shall have the right to form, or join, or assist any labor organization, or to refrain from any such activity freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of such right. Except as otherwise expressly provided under the Federal Service Labor-Management Relations Statute, such rights include:

1. To act for a labor organization or as a representative and, in that capacity, to present the views of that organization to heads of agencies and other officials of the Executive Branch, the Congress, or other appropriate authorities; and
 2. To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 U.S.C. Chapter 71.
- b. The Employer shall not interfere, restrain, coerce or discriminate against any employee as to membership in the Union.

Section 10.02 Compliance with Directives

- a. Employees are expected to comply with all lawful orders of their supervisors. If an employee reasonably believes that an order violates a law, rule, or regulation, the employee may respectfully bring his/her belief to the attention of the supervisor. If the supervisor confirms the order, the employee will

follow it. The employee may subsequently raise the issue through the negotiated grievance procedure.

- b. Employees who receive conflicting instructions should respectfully bring the conflict to the attention of the supervisors issuing the instructions for clarification. Normally, the employee is expected to follow the last order issued. Employees who receive instructions from persons outside their law enforcement operational chain of command should **respectfully** and immediately refer the request through the law enforcement chain of command.

Section 10.03 **Resignations**

An employee is free to resign at any time, to set the effective date of his/her resignation, and to have his/her reasons for resigning entered into his/her official records. The Employer may permit an employee to withdraw his/her resignation if the employee so requests in writing before the resignation becomes effective. The Employer may decline a request to withdraw the resignation before it becomes effective only when the Employer has a valid reason and provides that reason in writing to the employee. A valid reason includes, but is not limited to, administrative disruption, or the hiring, or commitment to hire a replacement.

Section 10.04 **Voluntary Written Authorization**

Nothing in this Agreement will require an employee to pay any money to a labor organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deduction.

Section 10.05 **Fair Application**

All provisions of this Agreement will be applied in good faith in accordance with

5 U.S.C. to all employees in the bargaining unit.

Section 10.06 **Employer/Employee Discussions**

The Employer will make every reasonable effort to conduct discussions between a supervisor and employee, other than regular work related conversation, in private.

During any meeting to discuss formal discipline between the supervisor and employee, the employee may request the presence of a Union representative. If more than one supervisor is involved in a disciplinary meeting with an employee, the employee may request a Union representative. Informal counseling does not include the mere issuance of a discreet personnel action. However, if the supervisor initiates a discussion of the discreet personnel action, the employee may request the presence of a Union representative.

Section 10.07 **In-Office Security**

The Employer will make every reasonable effort to provide in-office security to protect the employees' personal belongings. Employees will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the workplace. Upon request, the Employer will instruct employees on filing a claim for reimbursement under 31 USC 3721 and make forms available in case of loss.

Section 10.08 **Meetings With Union Representatives**

If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee will have the right to contact and meet with the Union representative on duty time. The Employer will be released from duties to contact and meet with the Union representative when he/she requests to exercise this right, unless there is a pressing operational necessity. If staffing requirements or operational

necessities prevent immediate release from duty, the Employer agrees to inform the representative and the employee of a different time and date for the meeting.

Section 10.09 Paychecks

Employees are responsible for reviewing their leave and earnings statements (LES) and notifying their supervisors of any unexplained changes, errors, change of address, and/or change of banking information for the purpose of direct deposit. When less than 50 percent of the bargaining unit employees' base salary payment is received on the established payday the Employer will, at the employee's request, assist the employee with recovery of payment pursuant to the Employer's rules and regulations.

Section 10.10 Volunteer Activities

Employee participation in the Combined Federal Campaign, blood donor drives, bond campaigns, and other worthy projects will be on a voluntary basis. The Employer and the Union will not require or coerce employees to invest their money, donate to charity, or participate in these activities.

Section 10.11 Inquiry Into Personal Life

The Employer will not inquire into any employee's personal life except for security clearance investigations, background investigations or screenings, administrative investigations, and/or off-duty misconduct with a job related nexus.

Section 10.12 Service of Warrant/Subpoena

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

Section 10.13 **Retirement Planning**

The Employer will provide planning information to bargaining unit employees. Such information may include, but is not limited to, individual counseling, retirement materials, and life and medical insurance counseling.

Section 10.14 **Certificates of Longevity**

The Employer will issue each employee, at his or her request, a certificate of longevity to reflect that employee's dedicated years of service. An employee is eligible for a certificate every five (5) years, beginning at five (5) years of service, based on an employee's service computation date.

ARTICLE 11

SICK LEAVE

Section 11.01 Earned Leave

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

Section 11.02 Sick Leave Granted

The Employer shall grant sick leave to an employee when the employee:

- a. Receives medical, dental, or optical examination or treatment.
- b. Is incapacitated for the performance of duties by physical or mental illness, pregnancy, or childbirth.
- c. Provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental or optical examination or treatment.
- d. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member, as defined by 5 CFR 630.201.
- e. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease.
- f. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys, court proceedings, required travel, and any other activities necessary to allow the adoption to proceed.

Section 11.03

Notification

An employee must call personally to report his/her illness unless physically unable to do so. Requests for sick leave must be called in to the Shift/Watch Commander within three (3) hours prior to the employee's reporting time or as soon afterward as practicable, but in no case after their shift begins. Procedures for contacting the Shift/Watch Commander will be determined by the Security IPD. Employees on leave restriction may have additional reporting requirements.

In cases where an employee is confined to his/her home or in a hospital for an extended period, and when an employee provides the Employer with a tentative return to work date, he/she will be required to notify the Employer on the first day of each occurrence of illness and will not be required to call in on a daily basis, unless specifically required by the Employer.

In those cases where an employee is confined to his/her home or in a hospital for an extended period and cannot provide a tentative return date, arrangements for adequate reporting will be made by the employee with the appropriate leave approving official. In all other cases where an employee's absence exceeds three (3) days, the employee will notify the employer at the beginning of each three (3) day period he/she is absent. If possible, the employee will provide the Employer with a tentative return date. If the employee was examined by a medical provider and the medical provider advises the employee to stay out a certain number of days, the employee will then contact the Employer and inform them as soon as practicable.

Section 11.04 **Medical Certification**

An employee requesting sick leave for absences of more than three (3) consecutive days may be required to document his request with a medical certificate signed by a certified physician or other administratively acceptable documentation.

An employee with a chronic or continuing condition may be asked to provide a medical certificate evidencing the condition periodically if the original certificate does not specify the expected duration of the employee's condition and the anticipated length of the employee's incapacitation. Failure to provide the Employer with acceptable medical certification may be justification for disciplinary action.

Section 11.05 **Release from Duty**

An employee who, because of illness, is released from duty by his/her supervisor on the recommendation of the Occupational Health Service will not be required to furnish a medical certificate in support of sick leave for the day on which he/she was released from duty. However, use of sick leave for succeeding days is subject to the notification and certificate requirements of this Article.

Section 11.06 **Disapproval of Sick Leave**

Whenever an employee's request for sick leave is disapproved, he/she shall be given a written denial upon his/her written request.

Section 11.07 **No Distribution of Sick Leave Records**

Requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

Section 11.08 **No Factor for Promotion**

Except in cases of abuse, sick leave usage shall not be a factor for promotion, discipline, or other personnel action.

Section 11.09 **Advance Sick Leave**

When an employee's sick leave balance has been exhausted, the Employer will consider and may approve a written request for advanced sick leave when all of the following conditions are met:

- a. The employee has provided acceptable medical documentation of the need for sick leave;
- b. Repayment can be reasonably expected;
- c. The employee's request is for a minimum of five (5) days and does not exceed thirty (30) days;
- d. There is no reason to believe the employee will not return to work and continue employment after having used the leave; and the employee is not currently under a leave restriction or leave warning letter.

Section 11.10 **Transportation to Medical Facility**

When an employee becomes seriously ill or injured at work, the Employer will arrange for transportation to a physician, medical facility, or other designated location. If requested by the employee, or if the employee is unable to request it, the Employer will notify the employee's family or designated party of the occurrence and location of the employee.

Section 11.11 **Sick Leave Abuse**

- a. There shall be no sick leave counseling based solely on the number of sick leave

hours used.

- b. Normally, an officer suspected of misuse of sick leave or unscheduled annual leave will be counseled and the officer's reasons for the absences will be considered before any determination is made that abuse has occurred.
- c. The possibility of leave abuse is generally raised when a bargaining unit employee uses an unusual amount of unscheduled leave on personal certification or uses sick leave in an established pattern or under questionable circumstances.
- d. After becoming familiar with the bargaining unit employee's record, the supervisor will hold a counseling interview with the officer if there is reason to suspect leave abuse. The counseling interview will enable the supervisor to:
 1. Let the bargaining unit employee know that the supervisor is aware of and concerned about the employee's leave habits.
 2. Ascertain whether or not there is a health problem or unusual physical condition, which is contributing to the bargaining unit employee's absenteeism.
 3. Provide individual advice and instruction to the bargaining unit employee concerning the unscheduled leaves regulations and determine if the employee may have misunderstood them. If necessary, caution the employee against improper leave practices and remind him/her of the penalties for abusing the unscheduled leave regulations.
 4. An officer may be denied unscheduled leave and/or required to furnish medical certification or other administratively acceptable evidence of all

unscheduled absences from work. Failure to provide such evidence may result in any absence being charged as absence without leave (AWOL) and may be grounds for further action by the agency.

5. A restriction may be placed on the employee's use of sick leave if the Employer determines that there has been an inappropriate use of sick leave or the Employer determines a questionable pattern has developed. An employee subsequently placed on sick leave restrictions will be notified of the restrictions in writing. This notice will include the basis for imposing the restrictions and will specify the length of time during which the restrictions will be in place. At the end of the stated period, the Employer may terminate or renew the restrictions, depending on the employee's use of leave during the leave restriction period and on other specific facts and circumstances.

Section 11.12 **Return to Work**

The employee will contact the Employer as soon as practicable when the employee reasonably knows he/she will be returning to work. Updates of the employee's status may be requested by the employer. The Employer may require appropriate medical documentation that the employee is physically able to return to full duty status.

ARTICLE 12

LEAVE FOR CHILDBIRTH/ADOPTION REASONS

Section 12.01 **General**

- a. Pregnancy is a condition that normally requires the employee to be away from the job because of incapacitation. As a means of accommodating this temporary incapacitation, upon the employee's request and proper medical certification, appropriate leave shall be granted. However, it should be recognized that there is no separate "maternity leave" as a type of leave.
- b. Leave for maternity reasons may consist of annual leave, sick leave, and leave without pay. An absence because of pregnancy and confinement shall be treated like any other medically certified temporary disability. Sick leave may be advanced under usual Employer guidelines for granting such leave.
- c. After delivery and recuperation, the employee may be granted sick leave, annual leave, or leave without pay for a reasonable period of time to make arrangements for the care of the child.
- d. An employee should notify her supervisor as soon as she knows that she will require leave for maternity reasons. This will allow steps to be taken to protect her health on the job, and permit the supervisor to plan for taking care of her work when she is absent.
- e. A male employee may request sick leave, annual leave, or leave without pay for purposes of assisting or caring for his/her minor children or the mother of his/her newborn child while she is incapacitated for maternity reasons.

Approval of leave for this purpose will be consistent with the Employer policy in granting sick leave, annual leave and leave without pay in similar situations, and each leave request will be considered on its own merits.

Section 12.02 Procedures

- a. The employee shall provide the supervisor a medical certificate in advance of the anticipated absence. This certificate must indicate the estimated date of delivery, and the dates recommended by her physician to begin and terminate the leave.
- b. An employee shall not be permitted to work after the date recommended to begin her maternity leave, nor return to work prior to the recommended date, without revised medical certification.

Section 12.03 Retirement and Time-In-Grade Coverage

During the period of leave under this Article, retirement and time-in-grade coverage will be continued to the extent permitted by applicable law and regulation.

Section 12.04 Health and Life Insurance Benefits

During the period of leave under this Article, health benefits and life insurance shall be continued to the extent permitted by law and regulation.

ARTICLE 13

ANNUAL LEAVE

Section 13.01 Accrual

Employees shall accrue leave at the rates established by Title 5 U.S.C. 6303.

Annual leave is provided, and may be used for two (2) general purposes:

- a. To allow every employee an annual vacation period for extended leave for rest and recreation.
- b. To provide for periods of time off for personal and emergency purposes.

Section 13.02 Use of Annual Leave

Subject to workload requirements, employees will be authorized the use of all annual leave, which they will earn within a leave year. If an emergency arises which precludes an employee from using appropriately scheduled use-or-lose leave, such leave may be carried over to the next leave year in accordance with governing regulations.

Normally, all employees will be afforded the opportunity to take two (2) consecutive weeks of annual leave each year. The Employer will notify the Union, when a leave exigency exists. The parties will then negotiate the procedures to be used for the scheduling of annual leave equitably among bargaining unit employees.

Section 13.03 Requests For Leave

The Parties recognize that employees should apply in advance for approval of anticipated annual leave (two (2) or more consecutive workweeks). Requests for annual

leave are to be submitted by 31 March each year for inclusion in the vacation schedule and to ensure uninterrupted functioning of the shifts. These leave requests shall normally be approved/disapproved within 7 days. Requests for leave periods less than two (2) weeks are to be submitted as soon as practicable to ensure functioning of the shift. Leave distributed during the holidays will be distributed fairly and equitably and will not be based on seniority.

Section 13.04 Approval of Annual Leave

Annual leave requested for any period during a posted watch schedule for the shift being worked shall normally be approved/disapproved by the supervisor on the shift being worked as soon as possible. Leave requests for future shifts (less than two (2) weeks) will normally be approved/disapproved within twenty-four (24) hours of the submission of the request. Leave requests will be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave will be approved in the order that the Employer received the request.

Section 13.05 Use of Accumulated Leave/Restored Leave

Unless operational requirements do not permit, bargaining unit employees may be authorized the use of all accumulated leave. Restored leave shall be authorized in accordance with applicable law and regulations.

Section 13.06 Cancellation of Leave

An employee may cancel annual leave at any time. When an employee cancels scheduled annual leave and returns to duty, he/she shall be assigned to work the shift he/she would have worked if the annual leave had not been scheduled, unless operational

requirements prohibit.

Section 13.07 **Conversion of Annual Leave to Sick Leave**

Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave in accordance with the applicable regulation.

Section 13.08 **Submission of Requests**

All annual leave requests shall be submitted into the Standard Labor Data Collection and Distribution Application (SLDCADA).

ARTICLE 14

LEAVE WITHOUT PAY

Section 14.01 General

An employee may be granted leave without pay (LWOP) in accordance with applicable laws and regulations.

Section 14.02 Submission of Request

Where an employee knows in advance that LWOP must be requested because annual and/or sick leave is not available, requests for LWOP will be submitted into SLDCADA, allowing sufficient time for a decision prior to its requested start date.

Section 14.03 Extended Leave Without Pay

Where an employee requests an extended period of LWOP, the supervisor will approve or disapprove leave requested by the employee based on a review of the particular circumstances and convey that decision to the employee.

Section 14.04 Request From Employee

At no time will an employee's supervisor place the employee on LWOP without first obtaining a request from the employee.

Section 14.05 Family and Medical Leave Act (FMLA)

- a. Each employee who has completed at least twelve (12) months of Federal service is entitled to up to twelve (12) weeks of unpaid leave during any twelve (12) month period for one (1) or more of the following reasons:
 1. For the birth and care of the newborn child of the employee;
 2. For placement with the employee of a son or daughter for adoption or

foster care;

3. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
4. To take medical leave when the employee is unable to work because of a serious health condition.

An employee must invoke his or her entitlement to FMLA in accordance with regulations prescribed at 5 C.F.R. §1201, et seq.

An employee may substitute any accrued annual, sick, or donated leave for LWOP approved pursuant to the FMLA in order to be paid while using leave under FMLA.

ARTICLE 15

MISCELLANEOUS LEAVE AND EXCUSED LEAVE

Section 15.01 Court Leave

Court leave will be granted in accordance with applicable regulations to an employee who is required by subpoena or direction by higher authority to appear as a witness for the Federal Government, the government of the District of Columbia or any State or local government. The court may be a Federal, State, District of Columbia or municipal court. When the employee is called as a witness, he/she will notify his/her supervisor promptly so that proper arrangements may be made for his/her absence from duty.

Employees called for jury duty or jury qualification will be granted court leave consistent with regulations. When called, the employee will promptly notify the leave approving official and submit a true copy of his/her summons for jury service. Upon completion of his/her service, the employee will present to the approving official evidence from the court indicating time served on such duty.

Official duty – An employee who is summoned as a witness in an official capacity on behalf of the Federal government is on official duty, not court leave.

Fees/expenses – Employees must reimburse the Employer fees paid for service as a juror or witness. Monies paid to employees acting as a juror or witness, which are “expenses” (e.g. transportation) do not have to be reimbursed to the Employer.

Section 15.02

Voting and Registration Time

- a. Local Commuting Area -- As a general rule, an employee is not entitled to any excused time if the polls are open three (3) hours either before or after his/her working hours. Normally, if the polls are not open at least three (3) hours before or after, the supervisor will grant sufficient time to vote in order to permit the employee to report for work three (3) hours after the polls are open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.
- b. Beyond Commuting Distance -- Normally, if an employee's voting place is beyond normal commuting distance, and if voting by absentee ballot is not permitted, the supervisor will grant up to five (5) hours of administrative leave for this purpose.
- c. For employees who vote in jurisdictions which require registration in person, time off to register may be granted if registration cannot be accomplished on a non-workday and the place of registration is within reasonable one (1) day round-trip travel distances of the employee's place of residence.
- d. The employee has the responsibility to make leave requests with the leave-approving official in advance for time off to vote or register.

Section 15.03

Blood Donation

Normally, an employee who donates blood at the Employer shall be allowed two (2) hours to leave his/her worksite, give blood and return to his/her worksite. Employees whose jobs require repetitive lifting or weight over 50 pounds, driving motorized vehicles, or the operation of high speed automated equipment will be allowed two hours

after giving blood to recuperate and return to their worksite. However, a request for additional time to recuperate in the Employer medical unit will not be unreasonably denied. An employee may be excused to donate blood for up to four (4) hours when the donation is made outside the Employer and is coordinated through the Employer. The Employer may request verification from the employee.

Section 15.04 **Work Related Personal Matters**

a. Interviews for Promotion Within CNRNDW-- Normally, an employee whose name appears on the Federal Merit Promotion Program Certificate shall be granted administrative leave to be interviewed by the selecting official if necessary.

b. Visits to the Administrative Support Group (ASG)/HRO-- Employees may be granted a reasonable amount of time to contact the installation ASG. If further inquiry is necessary, employees may contact the servicing HRO by telephone. If an employee believes a personal visit is required, the employee will submit a written request to their supervisor for approval. The request will be approved only if the supervisor determines such an appointment is necessary.

Examinations-- An employee who takes an examination administered by the Employer during his/her regularly scheduled tour of duty will be in an duty status.

Section 15.05 **Military Funerals**

- a. 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 for up to four (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 interment in the United States. The employee will provide appropriate documentation.
- b. An employee shall 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 combat. The three (3) days need not be consecutive, but if not, the employee will furnish the Employer satisfactory reasons justifying a grant of funeral leave for nonconsecutive days. Funeral leave shall be granted only from a prescribed tour of duty, including regularly scheduled overtime. The term “immediate relative” is defined as:
 1. Spouse, and parents thereof.
 2. Children, including adopted children, and their spouses.
 3. Parents.
 4. Brothers and sisters and their spouses.
 5. Any individual related by blood or affinity whose close association with the deceased was such as to have been equivalent to a family

relationship.

Section 15.06 **Funeral of Federal Law Enforcement Officers**

The Employer will allow the Union Chair or his/her designee to request administrative leave to attend the funeral of a law enforcement officer employed by the Federal government in the Washington, D.C. metropolitan area or a D.C. Metropolitan police officer killed in the line of duty.

Section 15.07 **Conventions, Conferences, and Meetings**

Employees may be excused to attend job-related meetings, conferences, and conventions when it is determined that the attendance will serve the best interests of the Employer. Attendance is limited to those situations in which the employee is an official representative of the Employer.

ARTICLE 16

EXCUSED ABSENCE DURING TERRORIST/ NATIONAL EMERGENCY OR HAZARDOUS WEATHER CONDITIONS

Section 16.01 General

Given the nature of law enforcement responsibilities, all bargaining unit police officers are designated as emergency personnel in accordance with NDWINST 12630.1 (current edition). Thus, employees are required to report for work regardless of hazardous weather conditions or any general dismissal authorization.

Section 16.02 Determination to Grant Excused Absence

In making the determination to grant excused absence, the Employer should consider reports from the employee, distance, availability and mode of transportation, reports of civil authorities, current meteorological information, news media, official road reports, leave approvals, reduced staffing, or closing at other facilities.

Section 16.03 Rights Retained by Employer

The Employer retains the right to determine the opening, closing, and use of its facilities during periods of hazardous geological/weather conditions. Subject to security and operational requirements, the Parties may negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions.

Section 16.04 Non-Workdays When on Leave

Workdays on which the Employer is closed because of hazardous geological or weather conditions are non-workdays for leave purposes. Employees who are on leave approved before a closure will be granted an excused absence. This provision does not

apply to employees on LWOP, on military leave, on suspension or in a nonpay status on the workday before and after the closure.

Section 16.05 **Continuance of NDW Instructions**

To the extent not inconsistent with this provision, NDW Instructions will continue to be applied to the bargaining unit employees.

ARTICLE 17

POSITION DESCRIPTION/CLASSIFICATIONS

Section 17.01 Accuracy of Description

Each employee covered by this Agreement, upon request, will be provided with a position description, which accurately reflects the duties of his/her position. Position descriptions will be consistent throughout the Activity. If an employee believes that his/her position description or classification is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union representative. A dispute regarding the accuracy of an employee's position description may be handled under the grievance procedure or statutory appeal process if any, but not both. An employee may appeal the classification of his/her position in accordance with OPM regulations.

Section 17.02 Duties Outside Position Description

The purpose of a position description is to describe, for pay and classification, the major duties and skills required of a position. A position description may not list every duty an employee may be assigned but is to reflect the major duties and responsibilities that are controlling of a position's series and grade. When the term "performs other duties as assigned" or other related duties is used in a position description, the term means tasks which are related to the position and are of an incidental nature. However, if is determined necessary, duties may be assigned which are not specifically spelled out in the position description. If an employee feels that duties assigned do not reflect his/her position description, the employee may bring it to the attention of the immediate supervisor and, if necessary, exercise their right of grievance through the established

grievance procedure.

Section 17.03 **Changes to Position Description**

All proposed changes to the position description of bargaining unit employees will be forwarded to the Union prior to the effective date for comments and/or negotiations as required by law under this agreement.

Section 17.04 **Union Recommendations**

The Union may make recommendations and present supporting evidence regarding its views on the adequacy and equity of positions or grade levels.

ARTICLE 18

TRANSITIONAL DUTIES/ASSIGNMENTS

Section 18.01 General

The Employer and the Union recognize that an employee may medically require transitional duties as a result of injury or illness contracted either on or off the job. When an employee requests transitional duties as a result of an on the job illness or injury, the regulations of the Department of Labor and current Employer instructions will be followed to determine the appropriate placement of the employee.

Section 18.02 Employee Request/Information Required

When an employee requests transitional duties as a result of an off the job illness or injury, the employee will provide information as required by the Employer.

Section 18.03 Availability of Duties

The Employer will assign an employee transitional duties within CNRNDW to the extent that such duties are available.

Section 18.04 Consideration for Promotional Opportunities

Employees assigned to transitional duties will continue to be considered for promotional opportunities for which they otherwise qualify and apply.

Section 18.05 Continuation for Bargaining Unit Status

Employees assigned duties under this provision will normally continue to be considered as bargaining unit employees and will be entitled to all the protection of this Agreement and those provided by law and regulation.

ARTICLE 19

INJURY COMPENSATION

Section 19.01 General

The Employer and the Union recognize that the administration of the Federal Employee's Compensation Act is the responsibility of the Department of Labor, Office of Workers Compensation Programs (OWCP). To the extent such actions are within its control, the Employer will provide full assistance to employees injured on the job. The Union will aid these efforts to the extent possible. The following procedures are provided as guidance to supervisors, employees, and representatives in the event of an employee injury. They are not intended to supersede any current or future OWCP regulations.

Section 19.02 Employee/Supervisor Responsibilities

Whenever an employee sustains a traumatic injury/occupational disease that he/she believes occurred while in the performance of duty, he/she will promptly notify his/her supervisor. Supervisors should arrange prompt medical treatment for the employee. The Employer agrees that immediate conveyance to a physician or the nearest appropriate medical facility will be provided.

Section 19.03 Authorization of Treatment

When notified of an employee injury, the Injury Compensation Program Administrator (ICPA) will promptly authorize examination and treatment, and where appropriate, through the use of a Form CA-16, Authorization for Examination and/or Treatment and CA-20 Attending Physicians Report. The employee will be provided a Form CA-1 (Notice of Occupational Injury) or form CA-2 (Notice of Occupational

Illness), and a Form CA-17 Duty Status Report, by his/her supervisor. Representatives of the Employer, a Union representative or other individual may assist the employee in the completion of the CA-1/CA-2.

Section 19.04 Review of Forms

When the employee returns the CA-1/CA-2 to the supervisor, supervisors should review the form for completeness and promptly forward it to the HRO. HRO will submit Form CA-1/CA-2 to OWCP. The Employer will submit form CA-1/CA-2 to OWCP as soon as possible but not later than ten (10) working days from the date of the receipt of the CA-1/CA-2 from the employee. CA-1/CA-2 forms will not be held for receipt of supporting documentation. When an employee is unable to do so because of serious injury, incapacitation or illness, the Employer will make every reasonable effort to assist the employee's family in the filing of appropriate documents for entitlements to the employee or the employee's family.

Section 19.05 Emergency Medical Treatment

The Employer agrees that time spent undergoing emergency medical treatment on the day of injury will be "on the clock" to the extent approved by the ICPA. If the employee is unable to return to work and requests the Employer to mail the forms, the Employer will promptly do so. Employer will notify a Union Executive Board Member of an on the job injury or illness.

Section 19.06 Continuation of Pay

If the employee is unable to return to work the day following the injury, the employee may elect continuation of pay (COP) or leave. Absent such an election, the employee will be placed on COP as approved by the ICPA.

Section 19.07 **Briefings to Employees**

The Employer will provide information to employees in the unit regarding their rights and responsibilities under the OWCP program. The briefings will be sufficient in number to provide adequate notice to all employees in the bargaining unit. All changes in OWCP policy will be provided to the employees and the Union.

Section 19.08 **Union OWCP Representative**

The Union will designate an OWCP representative. The Employer will consider a union request to attend OWCP classes sponsored by the Employer or the Department of Labor in accordance with the operational needs of the Employer.

ARTICLE 20

OFFICIAL TIME

Section 20.01 General

- a. Any employee representing the Union, or in connection with any other matter covered by 5 USC Chapter 71, or any employee in the bargaining unit, will be granted official time in any amount the Employer and the Union agree to be reasonable, necessary, and in the public interest.
- b. In order to develop and maintain effective labor-management relations, the Employer agrees to recognize the Union Chairman, Vice Chairman, three (3) Executive Board members, five (5) Chief Stewards, and not more than twelve (12) stewards as appropriate users of official time for Union representational functions. The Union agrees to provide the Employer with a list of the names, duty locations, telephone number and the area that the stewards are authorized to represent. Stewards designated for each installation will normally serve as the initial point of contact for management as well as employees in all matters. The Union agrees that all steward vacancies will be filled as soon as possible. The Union will maintain a current list of all Union officers and stewards and will provide the Employer an updated copy as changes occur. Appendix A, Request for Use of Official time, will be used to document all official time used under this contract by all recognized employee representatives.
- c. In addition to any official time to which Union representatives are statutorily entitled, Union officers and stewards will be granted the following amounts of

official time to perform appropriate representational functions:

1. All five (5) Executive Board members shall receive one day per period for Union representational duties.
 2. five (5) Chief Stewards - Such time as is reasonable and necessary, and;
 3. twelve (12) Stewards - Such time as is reasonable and necessary.
- d. The Employer and the Union agree that a non-employee Union representative (National representatives, attorney etc.) may assist the Union officers and employees in carrying out the Union's responsibility for representing bargaining unit employees. Notice of such representatives attending meetings with Employer officials will be made at least three (3) business days (72 hours) in advance to the HRO-W Labor Relations or the Employer official attending the meeting. Employer officials do not have to meet with such representatives if a request was not made in advance. Under normal circumstances such representatives will not be allowed to meet with employees while the employees are working or in work areas.
- e. The distribution of literature will be conducted outside of regular working hours or in a non-duty status; and will not be done at employee work stations. Literature may be distributed to employees in break rooms or handed out in break areas.

Section 20.02 **Collective Bargaining**

Any employee representing the Union in the negotiation of a collective bargaining agreement will be authorized official time for such purposes, including attendance at

impasse proceedings, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized under this subsection will not exceed the number of individuals designated as representing the Employer for such purposes.

Section 20.03 Internal Union Business

Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) will be performed during the time the employee is in a non-duty status.

Section 20.04 Request to Supervisor

- a. A Union representative will be allowed time away from his/her job to transact any authorized functions only after requesting and receiving permission from his/her supervisor. The representative will inform his/her supervisor that the representative needs to conduct authorized Union business and the approximate time needed. The representative will provide the supervisor the location and/or telephone number where the representative can be reached. Supervisors will grant such requests, unless work related requirements preclude the representative's absence at that time. When this occurs, the supervisor will promptly advise the representative when the time can be granted. The representative will notify his/her supervisor upon returning to work.
- b. The Union agrees that no more than one (1) representative shall be assigned to represent the Union in an individual grievance or complaint at any one time.

- c. All requests by stewards for official time must be requested and approved on the form attached to this Agreement, Appendix A. Employees' supervisors will retain completed forms for purposes of correct time entries into SLDCADA.
- d. Whenever it is necessary for a recognized representative to leave his/her work area for representational purposes, he/she shall request permission from his/her immediate supervisor as much in advance as possible. Such request shall include information as to where he/she is going, how he/she can be contacted, the specific nature of the business to be transacted, and when he/she expects to return to his/her workstation. If the official time is approved but must be rescheduled, the supervisor will inform the official/steward of an alternate suitable time. Official time will be approved and scheduled to the extent consistent with the workload requirements of the duty area. Upon return to the work area, the officer or steward will report to his/her supervisor to allow the amount of time used to be noted. When it is necessary for a Union officer or steward to visit an employee or another Union officer or steward, in their work area, the Union officer or steward will secure permission from the supervisor of the Union officer/steward/employee who is receiving the visit before entering the work area. Union officers and stewards will limit their absence for representational duties to the minimum amount of time necessary to carry out the Union's responsibilities.

Section 20.05 **Other Employee's Supervisor**

In addition to the requirements of Section 20.04, the Union representative must also obtain permission from the supervisor of the employee with whom he/she wants to meet.

Section 20.06 **Employee Requests**

Employees will request permission when they must meet with their Union representative away from their place of duty. The employee will inform the supervisor that a work-related issue is to be discussed, the approximate duration of the meeting and the location or telephone number where the employee can be reached. Supervisors will grant such requests, unless there are work-related requirements which would preclude the employee's absence at that time. When this occurs, the supervisor will promptly advise the employee when such authorization will be granted. The employee will notify his/her supervisor upon returning to duty.

Section 20.07 **Disapproval of Official Time**

If a request for official time is disapproved in whole or in part, the Union may file a grievance.

Section 20.08 **Disputes Over Official Time**

Any dispute over the use of official time may be resolved through the negotiated grievance procedure or the unfair labor practice procedure, but not both.

Section 20.09 **Abuse of Official Time**

The Union recognizes its obligation to insure that representatives do not abuse official time by unduly absenting themselves from their assigned work areas. The Union agrees to make reasonable effort to perform their authorized representational duties in a proper and expeditious manner.

Section 20.10 **Union Sponsored Training**

The Employer will approve official time, but no travel or per diem, for employee attendance at Union sponsored training which is of mutual benefit to the Parties (i.e. designed to advise representatives on matters within the scope of labor-management relations). All requests for official time will be considered in accordance with Section 20.04. Official time for union sponsored training will be granted as follows:

- a. Every year, two (2) stewards per installation shall receive no more than eight (8) hours.
- b. Every other year, forty (40) hours will be granted to no more than five (5) Union representatives to attend the FOP conference.
- c. Every year, twenty (20) hours will be granted to no more than three (3) Union representatives to attend FLEC.

Section 20.11 **Election as Delegate**

The Employer agrees that when given at least fifteen (15) calendar days advance notice by an employee in the unit that he/she has been elected or appointed to serve as a delegate to any Union activity requiring absence from work, such employee will be granted annual leave and/or LWOP, whenever practicable and shift staffing levels permit.

Section 20.12

Leave for Internal Business

Union representatives will be granted annual leave or LWOP, subject to the usual conditions for granting leave (considering shift staffing levels) to attend Union activities which are classified as internal Union business. The request for such leave will be submitted as far in advance as possible.

ARTICLE 21

UNIFORM AND EQUIPMENT

Section 21.01 **Professional Appearance and Courtesies**

- a. The Union agrees to work with the Employer in promoting positive employee attitudes and in improving professionalism with the objective of a more effective accomplishment of the mission. The Union and Employer will mutually support the Employer's objectives as they relate to appearance and attitude. To this end, Union and Employer officials will encourage employees to perform their assigned duties to the best of their ability, to take pride in quality work, strive to maintain professional appearances, promote friendly and harmonious working relationships between supervisors and subordinates, encourage members to suggest ways to improve work methods, and strive to promote friendly communication as they interact with civilian and military personnel.
- b. To promote professional courtesy, employees assigned to fixed posts will salute all flag/general officers in uniform entering the facility by physical recognition, upon presentation of their identity card, or vehicles bearing the flag/general placard.
- c. High standards of appearance and courtesies shall apply. In addition to the provisions of this Section, Appendix B (Law Enforcement Code of Ethics) provides guidelines of appropriate workplace conduct.

Section 21.02 **Standard Issue**

The Employer will provide all required uniform items to bargaining unit employees.

Section 21.03 **FOP Pin**

All bargaining unit members may wear a pin showing their membership in the FOP on all Uniforms. The FOP pin must be unobtrusive and management can limit the wearing of the pin in special circumstances.

Section 21.04 **Soft Body Armor**

Body armor shall be a minimum of Level IIIA and shall be inspected at least annually by the Employer for serviceability. Body armor is a mandatory part of the uniform of the day. Body armor will be expected to be worn at all times while on official duty.

ARTICLE 22

ACQUIRED IMMUNE DEFICIENCY SYNDROME

Section 22.01 No Discrimination

Employees infected by the Human Immunodeficiency Virus (HIV) or with Acquired Immune Deficiency Syndrome (AIDS) shall be allowed to work free from discrimination on the basis of their medical condition. Under the provisions of 29 C.F.R. 1613.704, qualified handicapped bargaining unit employees will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended. It is the employee's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Employer to reasonably accommodate the employee.

Section 22.02 Medical Documentation

The Parties agree that medical documentation and other personal information related to the medical condition of the bargaining unit employees with AIDS or HIV positive should be treated in a way to protect confidentiality and privacy.

Section 22.03 Other Duties

Bargaining unit employees with AIDS or who are HIV positive who are temporarily medically or physically unable to perform active police duties may request other police related duties. When other work is not available, leave shall be authorized in accordance with this Agreement.

ARTICLE 23

NO STRIKE – NO LOCKOUT

Section 23.01 General

- a. The Union recognizes the legal prohibition in 5 U.S.C. 7116(b)(7)(A), 18 U.S.C., 1918(3), and 5 U.S.C. 7311(3) concerning the participation in a strike or asserting the right to strike against the Government of the United States.
- b. Consistent with this prohibition, the Union will not call or participate in a strike, work stoppage, or slowdown of the Employer in a labor management dispute and will not condone any such activity by failing to take action to prevent or stop such activity. For the purposes of the Agreement, the term “strike” is defined as any concerted stoppage of work by employees (including a stoppage by reason of the expiration of a collective bargaining agreement) and any concerted slowdown or other concerted interruption of operations by employees.

ARTICLE 24

DUES WITHHOLDING

Section 24.01 Deductions To Be Voluntary

Pursuant to 5 U.S.C. 7115, deductions for the payment of Union dues will be made from the pay of members in the unit who voluntarily request such dues deduction.

Section 24.02 Forms and Procedure

For the collection of Union dues allotment, the Union will use form SF-1187, Request for Payroll Deduction for Labor Organizations. The Union will also be responsible for the proper completion and certification of the forms and for transmitting them to the servicing HRO. HRO will verify the forms and submit them to the Customer Service Representative (CSR) for processing.

Section 24.03 Employee Responsibility

A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion of the SF-1187 and have the appropriate section completed and signed by an authorized official of the Union who will forward it to HRO. The form must be received in the payroll office at least five (5) days prior to the beginning of the pay period in which the deduction is to begin.

Section 24.04 Union Responsibility

The Union agrees to give prompt, written notification to the appropriate payroll office in the event an employee having dues deducted is suspended or expelled from membership in the Union so that the employee allotment can be terminated.

Section 24.05 **Revocation of Dues**

An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of SF-1188 to HRO, provided the employee has been in dues withholding for one (1) year. The employee must submit the revocation ten (10) days prior to and including the anniversary date of the deduction. Upon receipt of the revocation form which has been properly completed and signed by an employee during the appropriate revocation period, CSR will discontinue the withholding of dues from the employee's pay effective the first full pay period after the revocation. There will be only one (1) revocation period each year. The payroll office will notify the Union in writing of all revocations and provide a copy of the SF-1187 at the time the revocation is made effective.

Section 24.06 **Amount of Dues**

The amount of dues to be withheld under this Agreement will be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union, if the amount of the regular dues has been changed as provided in Section 24.07 of this Article. A deduction of regular dues will be made every pay period from the pay of an employee who has requested such allotment of dues. It is agreed that no deduction for dues will be made in any period for which the employee's net earnings after other deductions are insufficient to cover the full amount of dues.

Section 24.07 **Change of Dues Amount**

If the amount of regular dues is changed by the Union, the Union will notify the Employer, in writing and will certify to the Employer the new amount of regular dues to be deducted each pay period. New SF-1187 authorization forms will not be required.

Changes in the amount of Union dues for payroll deduction purposes will not be made more frequently than once in a twelve (12) month period.

Section 24.08 Issuance of Check

The appropriate DFAS payroll will authorize the issuance of a check for the total amount of dues deducted each pay period. Funds will be deposited via electronics funds transfer payable to the Fraternal Order of Police/Naval District Washington Labor Committee, Inc., normally within ten (10) working days after the close of each pay period. With each transfer, the Employer will provide the Union with a list showing the names of each employee, the amount deducted for dues for each employee and the amount remitted by the accompanying electronic fund transfer. The Union will notify the appropriate CSR of any change in its bank or depositing information.

Section 24.09 Separation from the Bargaining Unit

All deductions of dues provided for in this agreement will be automatically terminated upon separation of an employee from the bargaining unit. The Employer will be responsible for notifying the appropriate CSR when this action occurs.

Section 24.10 Special Assessments

Dues deductions for the payment of special assessments under the terms and conditions contained in this Agreement are also authorized in accordance with 5 C.F.R. 550. A separate SF-1187 must be submitted to authorize such deduction.

ARTICLE 25

RECOGNITION OF AWARDS PROGRAM

Section 25.01 Program Guidelines

The Employer may grant a cash, honorary or informal recognition award or may grant a time-off award without charge to leave or loss of pay to an employee in accordance with NDWINST 12451.B (current edition) for:

- a. A suggestion, invention, superior accomplishment, productivity gain, or other personal effort that contributes to the efficiency, economy or other improvement of government operations or achieves a significant reduction in paperwork.
- b. A special act or service in the public interest in connection with or related to official employment.
- c. Performance as reflected in the employee's most recent rating of record.

Section 25.02 QSI/Monetary Awards

The Employer agrees that quality step increases (QSI) and monetary awards associated with excellent ratings will be based solely on the comparison of job performance against written performance standards for duties and responsibilities in the employee's position description. Other awards may or may not be associated with job performance.

Section 25.03 Cash Award

A cash award under this Article is a lump sum payment and is not basic pay for any purpose. A cash award is subject to applicable tax laws and the provisions of FICA. A cash award may be granted at any time.

Section 25.04 Performance Award

A performance award may be granted to a separated employee or the legal heir(s) or estate of a deceased employee provided that the employee was on the rolls for the rating period.

Section 25.05 Time-Off Awards

Time-off awards (TOA) will be in accordance with 5 U.S.C. 4502, Government-wide and Employer regulations. A TOA will not replace existing cash or honorary awards. It should be used principally to recognize contributions that are of a one-time, non-recurring nature. Employees may be granted up to eighty hours (80) of time off during a leave year without charge of leave or loss of pay. The maximum amount of time off which may be granted to an employee for any single contribution is forty hours (40).

Section 25.06 Union Information

The Employer will, on an annual basis, provide the FOP with the names and dates of awards within the Naval District Washington Region Police Department.

ARTICLE 26

EQUAL EMPLOYMENT OPPORTUNITY

Section 26.01 Equal Employment Opportunities

The Employer agrees to provide equal employment opportunities for employees without regard to race, color, national origin, sex, age, marital status, creed, handicap, political affiliation or membership in a labor organization.

Section 26.02 Full Realization

The Employer has the responsibility for promoting full realization of equal employment opportunity through a positive, continuing program in accordance with directives, government wide rules and regulations and the law.

Section 26.03 Written Information to Employees

When requested, the Employer will make available to employees written information describing the EEO complaint process. The names and telephone numbers of EEO counselors will be posted on bulletin boards and kept current.

Section 26.04 Formal Counseling

The responsibility for counseling employees and the formal investigation and adjudication of EEO complaints rests with the Employer. The Parties incorporate by reference the requirements set forth in the rules and regulations of the Equal Employment Opportunity Commission (EEOC), Office of Personnel Management (OPM), Merit Systems Protection Board (MSPB), and DOD/NDW as applicable to this Article.

Section 26.05

Information to the Union

Upon request, the Employer will furnish the Union EEO information no more than once per 12 month period in accordance with applicable Privacy Act and EEO regulations.

ARTICLE 27

DETAILS

Section 27.01 Details

Details to a higher paid position may be used when necessary services cannot be obtained by other means. Employees will not be detailed to vacancies or new positions or set of duties of a comparable or lesser grade in excess of one hundred twenty (120) calendar days except as authorized by OPM regulations. When employees have been detailed for a period in excess of thirty (30) calendar days, the detail shall be recorded on a Standard Form 52, Request for Personnel Action, and filed in the employee's official personnel file, with a copy forwarded to the employee. All details to higher graded positions exceeding sixty (60) days will be made in accordance with HROWASHDCINST 12300.01 (current edition), Detail of Civilian Employees.

A temporary promotion may not be made primarily:

- a. To train or evaluate an employee in a higher grade position.
- b. To give an employee a trial period before permanent promotion.
- c. To decide among candidates for permanent promotion.
- d. An employee's leave status or record may not be used as sole criteria for non-qualification for temporary assignment, detail or selection process.

The Employer agrees to notify the Union Chairman in advance of any employee whom it intends to place in a temporary detail or promotion that will last for a minimum of a pay period. This notice should include an explanation of the purposes of the detail.

ARTICLE 28

HAZARDOUS DUTY/ENVIRONMENTAL DIFFERENTIALS

Section 28.01 General

The Parties agree that Title 5 C.F.R. Part 550, Subpart I, App. A, (hereinafter App.A) and any changes, alterations or amendments thereto will be incorporated into this Agreement by reference. The Union will be advised of any applicable changes, alterations or amendments in a timely manner and a copy provided to all employees. The Parties agree that a determination in response to a request for the differential under this Section will be made as expeditiously as possible.

Section 28.02 Policy of Employer

It is the policy of the Employer to eliminate or to reduce to the lowest level possible all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential may be warranted in accordance with App. A. However, the existence of hazardous duty/environmental differentials is not intended to condone work practices which circumvent Federal safety laws, rules, and regulations.

Section 28.03 Payment of Differential

A Hazardous duty/environment differential will be paid to bargaining unit employees when performing assigned duties which exposes the employee to a hazard of an unusual nature, provided for by appropriate regulation, which could result in significant injury, illness, or death; or when the employee is exposed to a physical

hardship of an unusual nature under circumstances which cause significant physical discomfort or distress not practically eliminated by protective devices; and who are exposed to a working condition of a nature under circumstances involving exposure to fumes, dust, or noise which cause significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation or conditions which cause abnormal soil of body and clothing, etc., and where such distress or discomfort is not practically eliminated.

Section 28.04 **Notification to Employees**

Employees will be notified when assigned work for which hazardous duty/environmental pay is indicated. In the absence of such notification, the employee will assume that such pay is not applicable. However, if at any time during a job assignment an employee believes that such pay is warranted, the employee will call the matter to the attention of his supervisor as soon as possible. The supervisor will at that time notify the employee if hazardous duty/environmental differential pay is warranted, and, if warranted, will take the necessary steps to pay the employee. However, if the supervisor or the Union is uncertain concerning the exposure, he/she or the Union may contact a representative of Occupational Health and Safety (OHS) who will investigate and determine if conditions warranting a hazardous/environmental differential exists.

Normally, the OHS decision will be rendered within two (2) weeks or sooner if possible.

If the Union is dissatisfied with the OHS determination, it may call an OSHA inspector for a second opinion on the issue of exposure and/or degree of exposure; the effect of safety and protective devices, and whether the hazard has been abated to practically eliminate the potential for personal injury or illness. Unresolved complaints regarding environmental pay will be processed in accordance with the grievance

procedure in this agreement.

The Union may, at its own expense, and in accordance with the Employer's internal security practices, utilize its own industrial hygienist to examine the potential exposure.

Section 28.05 Union Notification

When the Union believes that a work situation warrants coverage under App.A, it will notify the Employer of the category, location, and nature of the hazard to justify payment of the environmental differential. When the Employer determines or proposes that a local work situation is such that it would be included in a payable category as outlined in App.A, it will notify the FOP Chairman or his/her designee of the category, location, and nature of the hazard and will provide in writing the reason for the payment if the hazardous duty/environmental differential.

When the Employer determines that appropriate protective measures and personal protective equipment are such that a hazard has been abated to practically eliminate the potential for personal injury or illness, thereby terminating the need for hazardous duty/environmental differential pay, the Union Chair or his/her designee will be notified in writing. The notification will include the category, location and nature of the hazard and the reason for the termination of the pay. The Union will be provided a copy of any report which served as a basis for the termination of pay.

Section 28.06

List of Hazardous Substances

The Union will be provided with a list of hazardous and/or dangerous substances that are present in the workplace and the location of these substances. The police communications center will also keep a listing of these hazardous substances and advise bargaining unit officers when dispatched to an area where dangerous substances are present.

ARTICLE 29

SAFETY AND OCCUPATIONAL HEALTH

Section 29.01 Primary Responsibility

It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to observe safety rules and practices as a measure of protection for the employee and others. Employees will familiarize themselves with NDWINST 5100.1E (current edition) and the NDW Occupational Safety and Health Standard Operating Procedures.

Section 29.02 Protective Equipment

Protective equipment and safety devices, which the Employer requires employees to use or wear, will be provided to the employees at no cost. The Union will actively encourage bargaining unit employees to utilize safety equipment provided.

Section 29.03 Employer Determination

The Employer will have the authority to determine whether any work area conforms to applicable safety standards. Whenever the Employer finds that such safety standards have not been met, the Employer will determine what protective equipment will be used to protect employees and permit them to work safely in the area.

Section 29.04 Applicable Regulations

The Employer will make every effort to insure that office space is in compliance with applicable regulations. When space allowing more square footage and/or more privacy exists, full consideration will be given to providing better space to employees. Each office employee will have a desk, chair, telephone and appropriate desk supplies.

The Employer will make every effort to provide prompt maintenance and repair to all essential equipment or replace equipment determined by the Employer to be in poor working condition.

Section 29.05 Employees Not Necessary For Abatement

Whenever the Employer or its designee concludes on the basis of an inspection or report that a condition exists in a work area which could reasonably be expected to cause death or serious physical harm, all unit employees not necessary for the abatement of the dangerous condition will be withdrawn from that work area.

Section 29.06 No Operation of Unsafe Equipment

- a. No employee will be required to operate unsafe and faulty equipment. In the event that an employee reports to his/her immediate supervisor that an assignment will endanger the employee's health and/or is unsafe, the supervisor will investigate and determine the validity of the allegation. Should the supervisor determine that the assignment can be performed safely, the supervisor will so inform the employee(s) and the work will proceed recognizing that the supervisor has full responsibility for the safety aspects of the job.
- b. If the supervisor has any doubt as to the safety of the work situation, the supervisor will request the assistance of OHS who will inspect the job site along with the supervisor to ensure that it is safe before requiring the employee(s) to perform the work. If the employee has a reasonable belief that an unsafe condition continues to exist subsequent to the determination made by the supervisor, the matter may be referred to the Security IPD who will

notify the Union, confer with OHS and take appropriate action to resolve the situation. The Union may contact appropriate outside officials or organizations, provided that the Union does not interfere with the Employer's effort to investigate any known health and safety concern and the Union promptly provides the Employer with all relevant information prior to such outside contact.

Section 29.07 Prevention of Accidents

The Union and the Employer will make every effort to prevent accidents of any kind and in particular those of a more serious nature involving personal injury and lost time. Should such accidents occur, however, a prime consideration will be the welfare and comfort of the injured employee.

Section 29.08 Transportation of Officers

Normally, no officer will be transported or ride in any compartment area of a police unit where prisoners are placed for transportation.

Section 29.09 Blood Borne Pathogens

The Employer agrees to comply with OSHA blood borne pathogens standards and to equip all vehicles with blood borne pathogen clean up kits.

Section 29.10 Infected Persons – Employee Exposure

When an employee believes he/she may have been exposed to individuals infected with HIV/AIDS or Hepatitis, other than casual contact, the Employer agrees to provide the employee with the appropriate forms and authorization for medical testing or treatment.

Section 29.11 **HIV/AIDS/Hepatitis**

The Employer agrees to make HIV/AIDS/Hepatitis awareness and prevention information available to all bargaining unit personnel.

Section 29.12 **Motor Vehicles**

The Employer agrees all motor vehicles will comply with federal safety standards and guidance from the Employer's safety office. The Employer will make reasonable effort to ensure that the operators of such vehicles will be trained and properly qualified drivers. Employees are responsible for reporting all safety related deficiencies in assigned vehicles to their supervisors.

Section 29.13 **Motor Vehicle Accidents**

Employees involved in a motor vehicle accident while on duty will promptly notify the Employer. The Employee may speak with a union representative, at the employee's request, prior to providing any substantive statement about the accident. When an on-duty motor vehicle accident occurs outside of CNRNDW property and is investigated by a police agency other than the Employer, the employee, when able, will attempt to obtain the following information:

- a. Police accident report case number.
- b. Name, address, telephone number, driver's license number, class of license, vehicle insurance information, and whether any injuries have been sustained and the possible extent of those injuries of all parties involved.
- c. Whether any injured person was removed by ambulance/paramedics; the ambulance company or paramedic unit; and the hospital to which any occupant of the vehicle was taken to.

- d. Whether an arrest was made; whether any traffic citation was issued, the alleged violation, and return date in court.
- e. Where the vehicle(s) was/were towed.
- f. Pictures of damage to the vehicles, if possible.

Section 29.14 **Copies of Documents**

The employee will promptly deliver a copy of all documents received by him/her to the Employer resulting from any legal action taken against him/her as a result of a vehicular accident.

ARTICLE 30

HOLIDAYS

Section 30.01

All employees shall be entitled to holidays prescribed by law or applicable order. As of the date of this agreement, these holidays are.

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

All eligible employees shall receive pay at their regular hourly rate plus appropriate shift differential on all days defined as holidays that they are not required to work, except as provided otherwise in applicable law and regulation. Eligible employees working on a holiday within their basic workweek will receive holiday pay (two (2) times their basic hourly rate) including appropriate shift differential for all hours worked on such holiday up to eight (8) hours. Hours worked in excess of eight (8) hours on a holiday will be paid at the normal overtime rate. **Inauguration Day** is a holiday for employees employed in the Washington, DC, metropolitan area if it falls on a day within their basic workweek.

ARTICLE 31

SUNDAY PREMIUM PAY

Section 31.01

An employee whose regular work schedule includes an eight (8) hour period of service which is not overtime work, a part of which is on Sunday, is entitled to additional pay at the rate of twenty-five (25) percent of his hourly rate of basic pay.

ARTICLE 32

RULES, REGULATIONS AND STATUTES

Section 32.01 **Rules, Regulations and Statutes**

The Employer will make available to the Union updated a soft copy of all applicable NDW instructions, policies and personnel rules and regulations via website access or email attachment . The Employer will also make available to the Union a soft copy of all DOD laws and citations, Federal Criminal Statutes, and District of Columbia criminal and traffic statutes that it maintains.

ARTICLE 33

CONTRACTING OUT

Section 33.01 **Procedures**

The Employer will inform the appropriate FOP Chairman when it exercises its discretion to contract out work, which, as performed by the contractor, could be reasonably expected to impact adversely upon conditions of employment of bargaining unit employees. Examples of such adverse impact include, but are not limited to, reductions-in-force, downgrading, or reassignments.

Section 33.02 Notification to the Union

When the Employer has decided to contract out such work, it will provide to the Union Chairman such information pertaining to the contract and the decision as is available and allowable for release under applicable law and regulation.

Section 33.03 Employer Studies

In the event that the Employer decides to have a study performed to resolve questions pertaining to contracting out such work, the Union Chairman will be involved in the study to the extent permitted by law.

Section 33.04 Negotiations

When a determination has been made that the contracting out of such work has or is expected to have an adverse impact, the Union may request negotiations thereon and negotiations will be held in accordance with this Agreement.

Section 33.05 Exceptions

The Employer agrees to abide by applicable Federal Laws, rules, and regulations with respect to contracting activities. However, any dispute concerning the application or interpretation of OMB Circular A-76 shall not be subject to the negotiated grievance

procedure.

ARTICLE 34

GRIEVANCE PROCEDURE

Section 34.01

Definitions

A grievance is any complaint by an employee concerning any matter relating to the employment of the employee; or by the Union concerning any matter relating to the employment of any unit employee; or by any employee, the Union or Employer concerning:

- a. The effect or interpretation, or claim of breach of this agreement; or
- b. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting the conditions of employment.

Section 34.02 **Process**

The Employer and the Union recognize that disagreements will arise in a work situation. As a result, employees and supervisors are encouraged to attempt to resolve grievances or other work related concerns informally and at the lowest level possible. However, the Employer recognizes that employees, groups of employees, the Union or the Employer are entitled to file and seek resolution of grievances under the provisions of the negotiated grievance procedure. The Employer agrees not to interfere with, restrain, coerce or engage in any reprisal against an employee or Union representative for exercising the rights contained in this Agreement and this Article.

Section 34.03 **Procedures**

- a. This procedure provides for the timely consideration of grievances. This article will be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any employee, group of

employees or the Parties may file a grievance under this procedure. The Parties shall cooperate to resolve the grievances informally at the earliest possible time and at the lowest possible supervisory level.

- b. The Parties understand that grievances may be local or regional in nature. As such, the processing of regional grievances will begin at Step 3.

Section 34.04 Exceptions

This procedure shall not apply to any grievance concerning:

- a. Any claimed violation of 5 U.S.C. Chapter 73, subchapter III (Relating to prohibited political activities).
- b. Retirement, life insurance, or health insurance.
- c. A suspension or removal under 5 U.S.C. 7532 (Relating to national security matters).
- d. Any examination, certification, or appointment referred to in 5 U.S.C. 7121 (c)(4).
- e. The classification of any position which does not result in the reduction-in-grade or pay of any employee.
- f. The discharge of probationers or trial period employees.
- g. Non-selection for promotion from a group of properly rated and ranked candidates except if such action is alleged to have been taken for discriminatory reasons prohibited by statute, that issue may be grieved under this procedure;
- h. Filling of supervisory positions or other positions outside the bargaining unit;

- i. The grant, or failure to grant, a quality step increase, cash award or honor award, or the adoption of, or failure to adopt, an employee suggestion or invention;
- j. Written or verbal counselings, warnings, or notices of proposed actions;
- k. An appeal by an employee of a reduction-in-force action;
- l. Any matter affecting conditions of employment over which the Employer has no jurisdictional control (e.g., traffic violations, revocations of base decals, eligibility for a security clearance);
- m. Letters of Requirement;
- n. Denial of Voluntary Separation Incentive Pay or Voluntary Early Retirement;
or
- o. Any dispute concerning the application or interpretation of OMB Circular A-76.

Section 34.05 EEO Limitations

In matters relating to Equal Employment Opportunity; Prohibited Personnel Practices; Whistle Blowing; adverse actions; removal or reduction in grade for unacceptable performance; reduction in grade, reduction in pay; and a furlough of thirty (30) days or less, an aggrieved employee will have the option of utilizing this grievance Procedure or any other procedure available in law or regulation, but not both. An employee will have exercised that option when a grievance or appeal within a statutory procedure has been filed within the applicable time limits.

Section 34.06 **Union Representation**

Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee or group of employees covered by this procedure may present grievances without the assistance of the exclusive representative, as long as the exclusive representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the employee's representative in the proceedings of a grievance under this procedure, unless approved and designated in writing by the Union. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Section 34.07 **Disciplinary Action**

In disciplinary and/or adverse action cases where a decision has been made in response to a notice of proposed disciplinary/adverse action, the grievance may be filed directly to the CNRNDW Operations Officer (N3) or designee within fifteen (15) days of the final decision.

Section 34.08 **Time Limitation**

A grievance must be initiated within thirty (30) calendar days of the incident or knowledge of the incident which gave rise to the grievance by the Union or the employee. Any grievance failing to comply with this time limit will not be presented or considered at a later time except by mutual consent of the Parties.

Section 34.09 **Necessary Information**

Employee, Union or Employer initiated grievances will be processed in accordance with the following steps and will contain, as a minimum, the following information:

- a. The issue or occurrence giving rise to the grievance.
- b. The provision(s) of this Agreement, law, rule, or regulation alleged to have been violated.
- c. Relevant evidence and information.
- d. The relief requested.
- e. Whether a meeting is requested during Step 1.

STEP 1

An employee/representative will first present the grievance in writing to the Step 1 Employer representative (Chief of Police) with a copy transmitted to the HRO-W (faxed copy is acceptable). The Chief of Police will review the complaint and provide a written response within seven (7) calendar days of the receipt of the grievance.

STEP 2

If the employee/representative is not satisfied with the decision at Step 1, he/she may seek further consideration of the grievance by submitting the written grievance to the Step 2 Employer representative (Security IPD) within seven (7) calendar days of the receipt of the answer at Step 1. The IPD will provide a written decision within seven (7) calendar days of the receipt of the grievance.

STEP 3

If the employee/representative is not satisfied with the decision at Step 2, he/she may seek further consideration of the grievance by submitting the written grievance to the Step 3 Employer representative (Installation Commanding Officer (ICO)) within

seven (7) calendar days of the receipt of the answer at Step 2. The ICO will provide a written decision within seven (7) calendar days of the receipt of the grievance.

STEP 4

If the employee/representative is not satisfied with the decision at Step 3, he/she may seek further consideration of the grievance by submitting the written grievance to the Step 4 Employer representative (Regional Security Officer) within seven (7) calendar days of the receipt of the answer at Step 3. The Regional Security Officer will provide a written decision within seven (7) calendar days of the receipt of the grievance.

STEP 5

If the employee/representative is not satisfied with the decision at Step 4, he/she may seek further consideration of the grievance by submitting the written grievance to the Step 5 Employer representative (Deputy Operations Officer (Deputy N3)) within seven (7) calendar days of the receipt of the answer at Step 4. The Deputy N3 will provide a written decision within seven (7) calendar days of the receipt of the grievance.

Section 34.10 Arbitration

If the Employer's decision in Step 5 is unsatisfactory, the Union may invoke arbitration in accordance with this agreement.

Section 34.11 Step Advancement

At any step where the Union or employee does not advance the grievance to the next step, the grievance will be deemed resolved. Where the Employer fails to respond with the allotted period and no extension of time has been requested, the grievance will

advance to the next step.

Section 34.12 **Request for Time Extension**

Either party may request in writing and receive extensions of the time limits prescribed above.

Section 34.13 **Union Initiated/Employer Initiated Grievances**

Union or Employer initiated grievances will be filed directly with the Union Chair or the ICO or designee within fifteen (15) calendar days of the incident or knowledge of the incident which gave rise to the grievance. Any grievance failing to comply with this time limit will not be presented or considered at a later time except by mutual consent of the Parties. The Parties may extend all time limits in this Article by mutual consent. Such extensions shall be confirmed in writing. A final written decision will be issued within seven (7) calendar days of receipt of the grievance. If the decision is unsatisfactory, the Union or Employer, as the case may be, may invoke arbitration in accordance with this agreement.

Section 34.14 **Timeliness**

A complaint will not be arbitrable if a timely notification, as prescribed in Section 34.10 or 34.13 is not served on the other Party. Notification will not be deemed complete without the serving Party providing copy notification to the HRO-W Labor Relations Department.

ARTICLE 35

ARBITRATION PROCEDURE

Section 35.01 **Arbitration**

- a. The Commandant or his designee shall be provided the opportunity to review unresolved grievances before Arbitration is invoked. Any time involved in this review does not count against submission timeframes specified in 35.01b.
- b. Either the Union or the Employer may request a grievance be subject to arbitration. Arbitration requests must be submitted within forty five (45) days of the final step decision under the Grievance Procedure. Within ten (10) days, the Parties shall meet in an attempt to agree on an arbitrator and define the issue. If the Parties are unable to agree upon an arbitrator, they shall then immediately request the Federal Mediation and Conciliation Service (FMCS) submit a list of ten (10) arbitrators qualified to hear Federal sector issues. The Parties shall meet within five (5) working days after the receipt of such list. If they cannot agree upon one of the arbitrators, then the Employer and the Union will alternately strike one name from the list with a toss of the coin determining who strikes first. The Arbitrator's award shall be binding on both parties subject only to exceptions and appeals filed in accordance with Chapter 71 or 5 U.S.C.
- c. The Arbitration hearing will be held, if possible, on the Employer's premises during regular day shift hours of the basic workweek. A reasonable number of participants, as determined by the Arbitrator during the pre-hearing, may attend without loss of pay if they are otherwise in a duty status. Such employees shall be excused from duty.

Section 35.02 **Scheduling/Official Time/Witnesses**

The Arbitrator will hear the grievance as promptly as practicable on a date and

site mutually agreeable to the Parties. The grievant will be given a reasonable amount of official time for preparation and to present the grievance. All requests to schedule such time will be made by an employee directly to his/her immediate supervisor. Employees who are called as witnesses will also be on official time. Only those individuals identified during the pre-hearing conference by the Union as witnesses and determined by the Arbitrator as essential participants will be released from duty to participate. The Employer agrees to adjust the schedules of witnesses to allow them to appear at the arbitration. Each party will bear the expense of its own witnesses. Each party will bear the expense of its own witnesses who are not employed by the employer or who are not located at the duty location where the grievance arose.

Section 35.03 **Pre-Hearing Procedures**

- a. As soon as possible after the selection of the Arbitrator, but not later than ten (10) days before a scheduled hearing, the Parties will meet in an attempt to stipulate facts and issues in the case for joint submission to the Arbitrator. The meeting requirement may be met in person, by telephone or any other method the Parties agree upon. The Parties will exchange copies of exhibits they intend to present. This Section will not preclude a party from introducing rebuttal documents without prior notice. At this time, the Parties will also exchange lists of potential witnesses to the scheduled hearing. This Section will not preclude a party from introducing rebuttal witnesses without prior notice. The parties will provide the Arbitrator with a general description of the testimony each of the witnesses will offer. The Arbitrator will determine if each desired witness will be permitted to testify.

- b. Where no material issues of fact exist, the Parties may agree to forego a formal hearing and present the grievance directly to the Arbitrator for a written decision based on stipulations and written submissions. In such circumstances, the Arbitrator will be authorized by the Parties to make findings and conclusions and issue an award based on those submissions.
- c. If a party questions arbitrability, it will be raised no later than the pre-hearing conference. Arbitrability will be a threshold issue the Arbitrator must rule on before receiving testimony as to the merits of the dispute.
- d. The Arbitrator will be provided with a copy of the Agreement at least seven (7) days prior to the pre-hearing conference. During the pre-hearing conference, the Parties will review the pre-hearing procedures that are contained in this Section.

Section 35.04 **Hearing Procedures**

- a. The Arbitrator will have the following authority:
 - 1. Administer oaths and affirmations;
 - 2. Make determinations as to the calling, examining, and cross-examining of witnesses and introduction into record of documentary or other evidence;
 - 3. Rule upon offers of proof and receive relevant evidence and stipulation of facts with respect to any issue; approve/disapprove cumulative evidence;
 - 4. Limit lines of questioning or testimony, which are immaterial, irrelevant, unduly repetitious, or customarily privileged;

5. Regulate the course of the hearing, including ruling on motions when appropriate;
 6. Draw any appropriate inference if a party fails to present facts or witnesses that the Arbitrator deems necessary.
 7. Hold conferences for the simplification of the issues by consent of the Parties;
 8. Request the Parties at any time during the hearing to state their respective positions concerning any issue in the case or theory in support thereof.
 9. Continue the hearing from day to day, or adjourn it to a later date with appropriate notice;
 10. Take official notice of any material fact not appearing in evidence in the record which is among the traditional matters of judicial notice;
 11. Sequester or exclude witnesses where appropriate.
- b. The Arbitrator will confine himself/herself to the precise issue submitted for arbitration and will have no authority to determine any other issues not so submitted to him/her. The Arbitrator will have no authority to change, alter, modify, delete or add to the terms and/or provisions of this Agreement.

Section 35.05

Rights of the Parties

The Parties will have the right to:

- a. Appear in person or by representative.
- b. Examine and cross-examine witnesses.

- c. Introduce into the record relevant evidence.
- d. Have a reasonable period prior to the close of the hearing for oral argument.
Presentation of a closing argument does not preclude a party from filing a post hearing brief.
- e. File a post hearing brief with the Arbitrator. No reply brief may be filed unless requested or approved by the Arbitrator with a copy served on the other party.
- f. Have copies of all documents filed with the Arbitrator at any stage of the preceding simultaneously served on the other party.

Section 35.06 Award

The Arbitrator will submit his/her decision to the Parties as soon as possible, but in no event later than thirty (30) days following the close of the record before him/her unless the Parties mutually agree to a specific extension. The Arbitrator will make findings of fact and conclusions of law setting forth the basis of the decision. The decision of the Arbitrator is final and binding except that exceptions may be filed in accordance with Section 35.08. If post hearing briefs are to be filed and the Union's advocate is an employee of the Employer, official time in accordance with Article 20 will be granted to prepare the post hearing brief. The request to schedule such time will be made by an officer directly to his/her respective Chief of Police.

Section 35.07 Expenses/Costs

The Arbitrator's fees and expenses will be borne 50% by the Employer and 50% by the Union. If a verbatim transcript of the hearing is made and either party desires a copy of the transcript, the party will bear the expense of the copy or copies they obtain.

The Parties will share equally the cost of the transcript, if any, supplied to the Arbitrator. If, prior to the arbitration hearing or decision, the Parties resolve the grievance, any cancellation fee will be borne equally by the Parties. If a party requests arbitration and later withdraws the request for any reason other than resolution, or requests a delay in a scheduled arbitration, that party will pay the full cost of any cancellation fee and other charges imposed by the Arbitrator.

Section 35.08 Exceptions to the Arbitrator's Award

- a. The Parties retain their rights under 5 U.S.C. 7122, 7123, and 7702.
- b. Any exceptions to an award must be filed in accordance with the rules and regulations of the Federal Labor Relations Authority (FLRA).
- c. The filing of an exception with the FLRA will serve to stay any implementation of the award until the Authority renders a final decision on the matter.

Section 35.09 Expedited Arbitration

- a. By mutual consent and in cases other than disciplinary/adverse actions, either party may refer a particular grievance to expedited arbitration in lieu of the normal arbitration process in this procedure. An arbitrator will be selected as described in Section 35.01.
- b. The hearing will be conducted as soon as possible and will be informal in nature. There will be no briefs and no official transcripts, and the Arbitrator will issue a decision as soon as possible, but no later than five (5) days after the official closing of the hearing, unless otherwise agreed between the Parties.

Section 35.10 **Right to Information**

The Union has the right to request information in accordance with Section 05.11.

Section 35.11 **Attorney fees**

In any event where a party petitions the Arbitrator for an award of attorney fees, the Parties will apply the procedures and precedent of the Merit Systems Protection Board in seeking an award of fees.

ARTICLE 36

PROCEDURES FOR SUBSTANCE TESTING

Section 36.01

The Parties recognize the DoD/DoN drug-testing program as the current program.

ARTICLE 37

EMPLOYEE RECORDS/PRIVACY ACT

Section 37.01 General

Employees and/or their authorized representative will have the right and be granted a reasonable amount of time to examine any of their personnel records on duty time in the presence of a management official.

Section 37.02 Access to Personnel Records

Access to personnel records of the employee by the employee or the authorized representative will be granted within two (2) working days of the request if such records are maintained on the premises in which the employee is located and are immediately available. If the records are not so maintained as available, the Employer will initiate prompt action to obtain the records from their location. No records will be reviewed by a representative of the employee without prior written consent of the employee.

Section 37.03 Supervisory Notes

Supervisors may retain “supervisory” notes commonly called “memory joggers”.

All of the following conditions must exist for the notes to be considered

“memory joggers”. The notes must be:

1. Retained as a memory aid by the supervisor.
 2. For the Supervisor’s personal use.
 3. Provided to no other person.
 4. Retained or discarded at the supervisor’s discretion.
- b. These notes are considered mere extensions of the supervisor’s memory and

are not subject to the Privacy Act. However, if any of the conditions are broken, these notes are no longer mere extensions of the supervisor's memory and become records subject to the Privacy Act.

- c. These personal personnel notes or memory joggers will not be used to circumvent proper disclosure to the employee nor may they be used to retain information that should properly be contained in a system of records.

ARTICLE 38

SEVERANCE PAY

Section 38.01 General

An employee is entitled to be paid severance pay in accordance with 5 U.S.C. 5595 and governing regulations.

ARTICLE 39

OUTSIDE EMPLOYMENT

Section 39.01 General

In accordance with OPNAVINST 5530.14 (current edition) and OPNAVINST 5100.23 (current edition), employees may engage in off-duty employment provided the following conditions are met:

- a. The off-duty employment is not in conflict with Title 10, U.S.C., Section 205, or prevailing personnel regulations and directives.
- b. Such employment will not interfere with the individual's duties as a member of the Police Department.
- c. The employment must have no hint of conflict of interest, either financially or by authority. Employment as a private investigator or bail bondsmen is prohibited. Employment as a private guard or watchman is allowed, providing there is no conflict with Navy security or law enforcement duties. Such conflict of interest determination lies solely with the Employer.
- d. Employees may serve as regular/reserve civilian law enforcement officers so long as such service is in a personal capacity not involving the exercise of military authority, and does not interfere with their regular duties.
- e. Approval authority for outside employment is in accordance with the Employer's instructions.

ARTICLE 40

PERFORMANCE MANAGEMENT SYSTEM

Section 40.01 Inadmissible Comments

A number of factors must not be included in an employee's performance appraisal. The following subjects are inadmissible in any part of a Performance Appraisal Report:

- a. Reference to race, color, religion, sex (except for titles of address, first names, or personal pronouns), national origin, age, political affiliation, marital status, sexual orientation, or references to spouse or family.
- b. Mention of the specific nature of a disability or medical problem, such as physical handicap, alcoholism, or drug abuse.
- c. Mention of initiation of, involvement in, or participation in grievance or EEO procedures except when an appropriate authority has determined that an employee has committed a discriminatory action.
- d. Non-participation in employee organizations or activities.
- e. Recommendations on reclassification of the rated employee's position to a higher or lower grade.
- f. Reference to previous performance ratings or events or performances outside the rating period.

Section 40.02 Grievances

An employee who disagrees with his/her performance appraisal should first discuss it with the rating and/or reviewing officials when the report is being prepared. If those officials agree, a revision should be made in the appraisal. A grievance may be

filed under this Agreement concerning a completed appraisal report on the grounds that the report has not been completed in accordance with instructions. Performance standards and critical elements cannot be grieved or appealed. Where an employee becomes the subject of a reduction in grade or removal action as a result of an unacceptable performance appraisal, the employee may grieve or appeal the resultant performance-based or adverse action, but not both.

ARTICLE 41

BASIC WORKWEEK AND OVERTIME

Section 41.01 **Basic Workweek**

- a. Within ninety (90) days from the effective date of this Agreement the Employer will meet with the Union on the installation level to discuss options as they relate to work schedules and shift relief. Although mission requirements are paramount, the Employer will consider Union input and impact on the workforce.
- b. Employees are assigned work by installation and the Employer determines the worksite within that installation. Normally, an employee will be assigned work at one worksite.
- c. Established work schedules on the installation level shall be uniform at all worksites at each installation. Employees will be moved between shifts within fourteen (14) day advance notice, except during emergency situations.
- d. The Regional Security Director may temporarily assigned employees between installations to meet surge requirements. When possible, volunteers will be requested.
- e. After the Parties have met in accordance with the above, if the Employer seeks change(s) to the work schedule and shift relief, the Employer will notify the Union and meet in accordance with Article 4.
- f. The Employer will present schedule and shift options for consideration.

Section 41.02 **Shift Relief**

- a. Hours of work for each of the regular work shifts will be in accordance with Section 41.01. Shift hours vary from installation to installation covered under this agreement in order to more efficiently meet local conditions. The Employer will post normal shift hours at each installation.
- b. All employees are expected to be on time at the start of their shift.
- c. Employees may be required to continue duty beyond their normal work schedule to complete any assignment or event in progress including preparation of necessary reports.

Section 41.03 **Overtime Pay**

Overtime work shall be paid for at the appropriate overtime rate in accordance with current regulations.

Section 41.04 **Overtime Eligibility**

- a. Employees will be entitled to overtime at the rate of one-and-one-half times their hourly rate of pay for every hour worked beyond their basic day or work week. Mandatory or voluntary overtime will not exceed sixteen (16) hours in any twenty-four (24) hour period, except during abnormal, unplanned or unforeseen circumstances.
- b. Employees must be physically able to perform the job and capable of satisfactorily completing all work. Employees assigned to transitional duties shall not be eligible for overtime, including dress-up/dress-down time, unless the Employer has an urgent or necessary need.

Section 41.05 **Overtime Assignments**

Overtime assignments will be distributed among the qualified employees on each relief on as equitable basis as possible to assure as balanced a workforce as possible. The need for overtime work, including the nature of the work, the need for special skills and the number of employees necessary, will be determined by the Security IPD. Consistent with mission and job requirements, the Security IPD will make reasonable distribution of overtime assignments among qualified employees. In this regard, overtime will be assigned as follows:

- a. Management will provide a logbook and make available for personnel to volunteer for overtime on desired days. It would be suggested that the volunteer overtime list opens and closes in two-week intervals, preferably at the beginning and end of each pay period.
- b. Personnel will be responsible for providing supervisors with contact information when not in a duty status.
- c. Once any shift receives notification that overtime will be necessary, the receiving shift can refer to the volunteer overtime list and seek appropriate overtime coverage.
- d. The responding supervisor must start with the first person on the list, proceed down, and document each response. (i.e., no answer, person refused, an invalid number, etc.)
- e. Only after the volunteer list has been exhausted would the supervisor seek volunteers from the on duty officers.
- f. If and when the first two steps end with negative results, the draft list would then be appropriately enforced.

- g. No officer will be drafted to work overtime for more than two consecutive days, except during abnormal, unplanned or unforeseen circumstances, as determined by the Security IPD.
- h. Overtime requirements will be determined by the Security IPD. However, total hours worked shall not exceed sixteen (16) hours in a twenty-four (24) hour period.
- i. The Employer will notify employees as soon as possible after it is decided that overtime is available and necessary. The Employer agrees to make a reasonable effort to plan overtime in such a manner as to avoid undue hardship.
- j. When employees are required to work overtime in excess of five hours before or five hours after their regular shift, the Employer may authorize an employee to eat lunch on the job if it is practicable to do so without stopping or interrupting the employee's work. When a meal period is scheduled during an overtime assignment and no food is available at the job site, an employee of the group may be authorized, by the Employer, to obtain food for the group.

Section 41.06 Call Back

An employee who is called back (i.e., required to return to his/her place of employment to perform unscheduled overtime work either on a regular workday after he/she has completed his/her regular schedule of work or on a day outside his/her basic work week) will be paid a minimum of two (2) hours of pay at the overtime rate even if his/her service cannot be utilized after he/she reports to work.

Section 41.07 **Training/Details**

Employees either in training or on detail will be considered for overtime assignments in the bargaining unit.

Section 41.08 **No Call Back/Release From Overtime**

An employee called in to work on shifts outside his/her work week will be promptly excused at such time as it is determined that his/her services are no longer needed. However, an employee will not be called back to work overtime when there are qualified employees on that shift who desire to work overtime but have not been so assigned.

Section 41.09 **Excuses From Overtime**

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 41.10 **Special Events**

Employees will be given at least one week notice for scheduled special events when the Employer is aware of the special event which requires overtime. The employee will be given the maximum extent of notification possible.

Section 41.11 **Current Records**

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

Section 41.12 **Compensatory Time**

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 work week. 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 or carried over at the employee's request.

Section 41.13 Notification to Supervisors

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 41.14 Use of Accumulated Time

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

Section 41.15 Changes in Work Schedule/Exigent Circumstances

Exigent circumstances may dictate a change in work schedule. Parties agree to meet and negotiate alternate schedule options in accordance with Article 4.

ARTICLE 42

DEVELOPMENT AND TRAINING

Section 42.01 Training Opportunities

- a. In-house and off-the-job education and training opportunities consistent with job related goals should be afforded to employees. To the extent possible, the Employer will provide such opportunities consistent with available resources.
- b. Each employee will have the opportunity to develop a job related individual development plan for career development. Such a plan may include goals, which are consistent with the existing and projected needs of the Employer and the employee.
- c. Consistent with budgetary constraints, the Employer will provide the opportunity for four (4) employees per quarter total to attend the police course at the Federal Law Enforcement Training Center (FLETC). The Employer will pay for training tuition and retain employees in a paid duty status. Failure to complete the FLETC program due to misconduct while at FLETC may be grounds for discipline.
- d. The decision to select an employee for FLETC will be based on departmental needs, current performance, supervisory recommendation, physical readiness (dexterity), firearm proficiency, and individual needs. The decision to grant or deny requests for FLETC rests solely with the Employer. Although nongrievable, the reason for nonselection will be given to the employee if requested.

- e. The Parties understand that due to the nature of FLETC notification, employees recommended to participate may be required to depart for the course on short notice.

Section 42.02 Posting of Opportunities

The Employer will post training opportunities of which it may become aware on a locked bulletin board accessible to bargaining unit employees.

Section 42.03 Reasonable Efforts

The Employer and the Union recognize that each employee is responsible for applying reasonable efforts and initiative in increasing his/her potential through self-development and training. Employees are therefore encouraged to take advantage of training and educational opportunities that could enhance their efficiency on the job and provide skills needed for advancement. To those ends, the Employer will give reasonable consideration to approving requests for training.

Section 42.04 Annual Discussion

The supervisor and employee will annually discuss the training needs of individual bargaining unit employees, consistent with the needs of the Employer, and the developmental potential aspirations of the individual employee. To assist in this effort, the Employer agrees to make accessible information on available Employer training. When employees make timely application for training courses or are required by the Employer to attend such courses, they will be provided with the maximum notice possible of their selection or non-selection. The reason for nonselection will be given to the employee if requested.

Section 42.05 **Training Certificates**

Employees are responsible for providing certificates of any training course to the Employer. When employees provide evidence that they have satisfactorily completed a training course during the period of their Government employment, it will be placed in the employee's Training Folder. Employees are responsible for updating their resume to reflect any additional training.

Section 42.06 **Union's Training Representative**

The Union may designate a training representative who will meet with a representative of the Employer to discuss training programs for the bargaining unit employees. The Union representative may be given access to all the training brochures, catalogs, schedules, and course descriptions maintained by the Employer.

Section 42.07 **Shift Work**

Shift work will not be used as a basis for disapproving required training.

Section 42.08 **Assignment to Different Duties**

When bargaining unit employees are assigned to a position having different duties from those previously performed, the Employer will make efforts to use employee's skills and to provide the maximum feasible number of opportunities for employees to improve their skills through any of a variety of training sources.

ARTICLE 43

DISCIPLINARY ACTIONS

Section 43.01 Scope

For the purposes of this Article, disciplinary actions are written reprimands and suspensions of fourteen (14) calendar days or fewer.

Section 43.02 Standard

Disciplinary actions may not be taken against an employee except for such cause as will promote the efficiency of the service. Disciplinary actions must be supported by a preponderance of evidence and must be consistent with applicable laws and regulations governing such actions. Disciplinary actions must be determined on the merits of each individual case.

Section 43.03 Prior Measures

When the Employer determines that discipline of an employee is appropriate, the Employer may consider informal actions (i.e. letters of caution, oral admonishments) before taking disciplinary action. However, the Employer need not initiate informal action before taking disciplinary action.

Section 43.04 Letters of Reprimand

Letters of reprimand will be made a part of the employee's Official Personnel Folder (OPF) and will be removed after one (1) year. However, the Employer may remove a letter of reprimand from the employee's OPF at an earlier date.

Section 43.05

Procedures

The Employer will follow these procedures when proposing and deciding to suspend an employee under this Article:

- a. Give the employee advance written notice stating the specific reasons for the proposed suspension. In cases where a disciplinary action is proposed for reasons of off-duty misconduct, the Employer's written notification will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.
- b. When requested, provide the employee with a copy of the information relied upon to support the proposed disciplinary action.
- c. Grant the employee a reasonable amount of duty time to prepare his response to the proposed suspension.
- d. Give the employee the opportunity to reply to the notice orally and/or in writing within seven (7) calendar days from the date the employee receives notice of the proposed suspension. The Employer may consider a written request from the employee to extend the reply period.
- e. Consider the employee's reply.
- f. Give the employee a written decision letter concerning the proposed suspension. Normally, the decision will be made by a management official of higher level than the official who issued the notice of the proposed suspension. The decision letter will be issued prior to the effective date of the suspension, and will contain the Employer's findings with respect to each specification made against the employee in the notice of proposed action and

the dates of the suspension. The Employer also will include a statement in the decision letter advising the employee of his rights to challenge the suspension.

Section 43.06 **Right to Union Representation**

Upon request, an employee is entitled to Union representation at any examination by the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

Section 43.07 **Right to File Grievance**

An employee against whom a disciplinary action has been taken may challenge that action in accordance with Article 34 of this Agreement.

ARTICLE 44

ADVERSE ACTIONS

Section 44.01 Scope

- a. For the purposes of this Article, adverse actions are suspensions of more than fourteen (14) days, reductions in grade or pay, furloughs of thirty (30) days or less and removals as defined in 5 U.S.C. Chapter 75.
- b. The provisions of this Article do not apply to the removal of probationary or term employees.
- c. The Employer will take an adverse action for such cause as will promote the efficiency of the service.

Section 44.02 Appropriateness of Action

The Employer and the Union agree that every situation warranting adverse action is different. In deciding what action may be appropriate, the Employer will give due consideration to the relevant facts in a particular case, and each case must be considered individually. In determining an appropriate penalty the “Douglas Factors” will be considered.

Section 44.03 Procedures

The Employer will follow these procedures when proposing and deciding to take adverse actions against an employee under this Article:

- a. Give the employee at least thirty (30) calendar day advance written notice stating the specific reasons for the proposed adverse action unless the proposed action is being taken under the “crime provision” (5 C.F.R. 752.404).

- b. In cases where an adverse action is proposed for reasons of off-duty misconduct, the Employer's written notification also will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.
- c. When requested, provide the employee with a copy of any information relied upon to support the proposed adverse action.
- d. Grant the employee a reasonable amount of duty time to prepare his response to the proposed adverse action. The Employer may consider a written request from the employee for additional duty time to prepare his response.
- e. Give the employee the opportunity to reply to notice orally and/or in writing within ten (10) calendar days from the date the employee receives notice of the proposed adverse action. The Employer may consider a written request from the employee to extend the reply period unless the proposed action is being taken under the "crime provision" (5 C.F.R. 752.404), in which case a request for an extension of the reply period will not be considered.
- f. Consider the employee's reply.
- g. Give the employee a written decision letter concerning the proposed adverse action. Normally, the decision will be made by a management official of a higher level than the official who issued the notice of the proposed adverse action. The decision letter will be issued prior to the effective date of the adverse action, and will contain the Employer's findings with respect to each specification made against the employee in the notice of proposed action. The

Employer also will include a statement in the decision letter advising the employee of his rights to challenge the adverse action.

Section 44.04 **Right to Union Representation**

Upon request, an employee is entitled to Union representation at any examination by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

Section 44.05 **Right to File Grievance**

An employee against whom an adverse action has been taken may challenge that action in accordance with Article 34 of this Agreement.

Section 44.06 **Correction of the Record**

If an adverse action is canceled, all documentation relative to that action (or proposed action) in the employee's OPF will be destroyed. The Employer will not destroy any documentation required to be preserved under laws, rules, or regulations.

ARTICLE 45

PROMOTIONS WITHIN THE BARGAINING UNIT

Section 45.01 Objective

The objective of the merit promotion program is to assure that qualified and available candidates are provided fair and systematic consideration and opportunities for selection for promotion based on merit. The promotion program will conform to all merit system principles and will afford fair consideration for all employees. All qualification requirements will be posted on the vacancy announcements at the time the announcements are made. Normally, all promotion plan announcements for bargaining unit positions will be open for a minimum of fifteen (15) days before the closing date of the announcements. In exigent (i.e. abnormal, unplanned or unforeseen) circumstances, the Employer may reduce the announcement time to a minimum of seven (7) days. The Union will be notified of reasons for the reduction. The Employer will make reasonable effort to ensure that announcements are posted for the entire open period.

Section 45.02 Submission of Applications

All applications for promotions within the bargaining unit must be submitted on or before the closing date of the announcement. All applications must be submitted through electronic means and must be received by midnight of the closing date.

Section 45.03 TDY Status

Where a bargaining unit employee is in an approved leave/TDY status and wishes to be considered for an announcement while he/she is on leave/TDY, the employee will:

- a. Insure that his/her resume is in the Resumix System.

- b. Notify the CNRNDW Administrative Office supervisor or designee of the fact that he/she is on leave/TDY and wishes to be considered for any vacancy that is announced during the leave/TDY period.

Section 45.04 **Applicable Rules and Regulations**

Promotions will be made in accordance with applicable laws, regulations, directives, and this Agreement. If as a result of a grievance being filed under this Article, either the Employer agrees or an arbitrator decides that an employee was improperly excluded from the best qualified list, he/she will receive priority consideration for the next appropriate vacancy for which he/she is qualified. This is a one-time consideration. An appropriate vacancy is one at the same grade level and series, which would normally be filled by competitive promotion procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable promotion opportunities as the position for which the employee was improperly excluded.

Section 45.05 **Information to the Union**

Upon request, the following information will be made available to the Union:

- a. Whether the employee was considered for the promotion and, if so, whether he/she was found eligible on the basis of the minimum qualification requirements for the position.
- b. Whether the employee was one of those in the group from which selection was made, i.e., one of the most qualified candidates available and appeared on the promotion list.

- c. Any record of formal or informal supervisory appraisal of past performance used in considering the employee for promotion.
- d. Who was selected for promotion.
- e. In what areas, if any, the employee should improve to increase his/her chances for future promotion.
- f. A certificate is only valid in accordance with OPM guidelines (currently 90 days).

ARTICLE 46

WEAPONS QUALIFICATIONS

Section 46.01 Mandatory Qualification

The Employer recognizes that proficiency in the use of firearms and non-lethal weapons instruction in the use of force is of the highest priority. Employees will be afforded the opportunity to qualify with their firearms in accordance with qualification guidelines set forth in OPNAVINST 3591.1 (current edition). Mandatory qualification requirements to include specific failure to qualify and remedial training guidance is also delineated in OPNAVINST 3591.1 (current edition). Non-lethal weapon requirements are promulgated in OPNAVINST 5530.14 (current edition).

Section 46.02 Failure to Qualify

An officer is given three (3) attempts to qualify during any firearm qualification period. If an employee remains unqualified at the end of any qualification/ requalification period, he will not be issued a weapon until he passes the qualification test, must turn in his service issued weapon, and his duties will be adjusted accordingly.

Section 46.03 Remedial Training

Should an officer fail to qualify, he shall be given (1) hour of additional instruction to include the fundamentals of marksmanship and dry-firing, and will be required to fire the course again. Should an individual again fail to qualify after additional instruction, authorization to carry firearms will be revoked and a written notice of this revocation will be made by the Security IPD. The officer will then receive four (4) hours of remedial instruction to include the fundamentals of marksmanship, dry-

firing, and simulator, if available, and provided one (1) additional opportunity to qualify. Should the employee still not achieve qualification after these three (3) attempts (1 attempt = 3 courses of fire), administrative action will be taken to permanently remove the individual from duties requiring the carrying of the firearm. Carrying a firearm is a condition of employment.

ARTICLE 47

LAST CHANCE AGREEMENTS

Section 47.01 Employer Right

The Employer may offer a last change agreement to an employee receiving a proposed removal. Last chance agreements are strictly the right of the Employer.

Section 47.02 Employee Representation

The employee has the right to a representative present at all meetings at which the last chance agreement is discussed.

Section 47.03 No Modification

- a. Last chance agreements will not in any way modify or otherwise change this Agreement.
- b. Neither the termination nor any issue of termination will be subject to the grievance procedure and arbitration provisions of this Agreement. Expressly excluded from the arbitration are findings of fact, factual guilt, punishment, and continued employment.
- c. The Employer will give notice to the Union when a last change offer is made. The Union will have the opportunity to be present during last chance discussions with the employee.

Section 47.04 Alternative Discipline

- a. Recognizing the need to maintain an effective workplace while taking appropriate discipline, the parties recognize the value of alternative discipline in appropriate circumstances. At the request of the Employer, when discipline

is appropriate for misconduct, the Labor Relations Staff will make a case-by-case assessment of an employee's misconduct. Based on that assessment, Labor Relations will make a recommendation to the Employer in those cases where an alternative approach to discipline appears to be of value to the organization.

- b. If the Employer agrees, the employee will be offered the opportunity to enter a written agreement that specifies an alternative to the discipline that would normally be imposed. This alternative may include an abeyance agreement which waives or mitigates the selected penalty subject to the employee's satisfaction of certain conditions over a stated period of time. Such conditions will include a waiver of appeal rights, and some activity to correct the underlying problem. Such activities may include substance abuse treatment, an anger management program, visits to CEAP, or mediation to resolve interpersonal issues.
- c. Alternative discipline is only available for the first instance of misconduct warranting a disciplinary action. Alternative discipline is not appropriate in the following instances:
 1. Misconduct that warrants removal;
 2. Criminal offenses;
 3. Misconduct where statute dictates the penalty; and
 4. Misconduct where the employee's continued presence in the workplace may:
 - A. pose a threat to the employee or others;

- B. may result in loss of or damage to Government property, or;
 - C. may otherwise jeopardize legitimate Government interests.
- d. The parties to this Agreement acknowledge and agree that alternative discipline is for the mutual benefit of the parties and does not establish any precedent. The Union shall not introduce or refer to alternative discipline agreements during discipline discussions, or during grievance processing, arbitration, or litigation. Alternative discipline is an exclusive option of the Employer and may be exercised when the Employer determines.

Section 47.05 Criteria

Last chance agreements will not be valid unless:

- a. The employee is given the opportunity to consult and/or discuss the matter with the Union chairman or designee.
- b. The employee signs a statement agreeing not to hold the Union responsible in any way.
- c. Signed in the presence of the employee's representative.

ARTICLE 48

USE OF FORCE IN THE COURSE OF DUTY

Section 48.01 Policy

The Parties recognize that when an employee uses force to effect an arrest or to protect his/her life or the life of others, the employee is a potential criminal target until prosecution has been declined or a grand jury refuses to indict the employee. As a result and to the extent not inconsistent with this Article, CNRNDW Instruction will apply to use of force situations. In addition to the above:

- a. The Employer will have the employee removed from the scene upon the arrival of additional officers and supervisors. If needed, the officer will be provided with medical treatment. Medical treatment may include the opportunity to speak with a mental health professional. A request to speak with a mental health professional by the employee or his/her representative will not be unreasonably denied. It is understood by the Employer that the employee may consider retaining an attorney to safeguard his personal interests prior to giving the Employer any formal statement or submitting to an interview.
- b. Where the employee is a criminal suspect or it is reasonably likely that the officer may be charged with a crime, he/she will be afforded all the rights under the law.

ARTICLE 49

OFFICIAL CREDENTIALS

Section 49.01 Administration of Official Credentials

The Employer may provide each Police Officer, OPM Position Classification, Series GS-0083, with official credentials (identification cards) to all personnel within the Employer. The issuing of credentials will take place upon completion of established Police Training. An oath will be administered to recruits/trainees who have successfully completed their required training. When possible, the Employer will obtain the assistance of a Judge or Magistrate to officiate the ceremony.

- a. The loss, misplacement, or theft of official credentials, including badge, shall be reported to the Employer no later than twenty-four (24) hours after discovery of loss, misplacement, or theft.

Section 49.02 Retirement Credentials

Within thirty (30) days of effective date of retirement, the Employer will provide the employee with an official set of credentials and a badge which reflects the employee's years of dedicated public service. The credential language will be as the active credentials but will indicate "retired."

Section 49.03 Misuse of Official Credentials

Employees shall only use official credentials, in a law enforcement capacity, for the official discharge of duties within employees' area of responsibility. Misuse outside the assigned area of responsibility or hours of work will subject employees to adverse administrative action. Misuse is defined as, but not limited to, off-duty use of credentials

in a law enforcement capacity, for personal gain, or improper influence, outside the area of responsibility.

ARTICLE 50

CRITICAL INCIDENT STRESS SITUATIONS

Section 50.01 Purpose

The Employer agrees to provide employees access to the Civilian Employee Assistance Program (CEAP). CEAP will be available to employees that have experienced work-related critical incident stress situations, such as on-the-job accidents, incidents involving fatal use-of-force, acts of terrorism, bomb threats, exposure to toxic materials, prolonged rescue or recovery operations and natural disasters. The purpose of participation in the program is to assist employees in managing the common disruptive physical, mental and emotional factors that affect employees' well-being as a result of critical incident stress situations.

Section 50.02 Procedures

Employees may request in advance an absence from duty to participate in CEAP. Such request will not be unreasonably denied but for operational requirements. The time-off for the first visit will be considered administrative leave if the employee would otherwise be in a duty status. A maximum of two (2) hours of administrative leave will be granted. Should the first absence exceed two (2) hours or subsequent visits be deemed necessary by the CEAP counselor, the employee may submit an appropriate leave request for sick, annual or leave without pay in advance of the desired absence.

ARTICLE 51

RIGHTS OF EMPLOYEES UNDER INVESTIGATION

Section 51.01 General

When subject to an internal or criminal investigation, all employees will have all the rights and privileges consistent with CNRNDW Instruction to the extent not inconsistent with this Article.

Section 51.02 Employer Action

In addition to the above, the following will apply when an allegation is leveled against an employee or when the department commences an investigation. The Chief of Police or his designee may take one of the following actions in reference to the pay status of the accused employee:

- a. Continue the employee on duty in the employee's regular assignment.
- b. Place the employee on administrative leave with pay.
- c. Place the employee in an available assignment that is removed from the nature of the allegation.
- d. Propose the employee be placed on indefinite suspension.

Section 51.03 Indefinite Suspension

In the event that the employee is issued a proposal for indefinite suspension, the employee will be afforded an opportunity to make a written and/or oral response to the proposal and will be placed on administrative leave until such time as a decision on the indefinite suspension is issued.

Conduct of an Interview

Whenever an employee is under criminal investigation or the subject of an interview by the NCIS/IA, which could lead to disciplinary action, reduction-in-grade or removal from the Federal Service, such interview will be conducted under the following conditions:

- a. Subject to the discretion of the Employer, the employee will be notified of the general nature of the matter (i.e., criminal or administrative misconduct) being investigated. The Investigator will advise the employee whether he/she is a target of the investigation or whether he/she is sought as a witness. The Investigator will also inform the employee of his/her right to be accompanied by a representative if he/she so desires, and the employee will be given a reasonable opportunity both to obtain such representation and confer confidentially with the representative before the beginning of the meeting.
- b. The interview will be conducted at the offices of the Employer and at a time when the officer is on duty unless the seriousness of the investigation is of such a degree that immediate action is required.
- c. At the time of interview, the employee or representative will be allowed to review any written complaint received. The names of confidential informants and complaints may not be disclosed at the discretion of the Employer.
- d. If the US Attorney contacts the Employer that prosecution has been declined in the criminal investigation, the Employer will notify the Union of that decision.
- e. Interview sessions will be for reasonable periods and will allow for such

personal necessities and rest periods as are reasonably necessary.

- f. The employee under investigation/interview will not be subjected to offensive language or be threatened. No promise or reward will be made as an inducement to answer questions.
- g. The Union will not be allowed to make a taped recording of the interview.

Section 51.05 No Disclosure

A Union representative while performing his/her representational duties will not be required to disclose information obtained from a bargaining unit employee who is the subject of an administrative investigation unless the confidentiality of the conversation with that employee is waived by the employee, or if there is a violation of criminal law.

Section 51.06 Arrest for Unrelated Offense

For those instances when the employee has been arrested for an offense unrelated to the performance of his/her duties, arising from an incident which occurred outside his/her normal duty hours, the employee will be allowed to request Union representation when questioned. However, the Employer may implement any of the procedures referred to in Section 51.02 of this Agreement.

Section 51.07 Signed Complaints

Complaints by citizens against employees will be signed by the complainant and have a statement included on the complaint consistent with the provisions of Title 18 U.S.C. & 1001.

Section 51.08 Reasonable Time

The Employer, within a reasonable period of time, will complete action on any citizen complaint involving non-criminal administrative conduct.

Section 51.09 **Disposition**

Notice of the disposition of a complaint to the employee will be defined in one of the following classifications:

- a. Sustained; or
- b. Not sustained.

ARTICLE 52

EDUCATION

Section 52.01 Policy

It shall be the policy of the Employer to encourage employees in self-development. Under this program, the Employer can assist the employees by funding tuition for courses taken at colleges and universities, provided the courses were preapproved by Security IPD and job related.

Section 52.02 Limitations

Only those educational courses in the field, which have a direct relationship to the tasks performed by employees will be reviewed and approved by the Security IPD. The Union may provide course suggestions to the Employer.

Section 52.03 Application for Funding

Employees (excluding probationers) may apply for funding by completing the Training Request Form (DD Form 1556). This form must be completed (typed) and submitted to the appropriate supervisor no later than thirty (30) days prior to the day the course begins.

Upon completion of the course(s), required paperwork (certificate of completion and copy of grades) must be submitted within fourteen (14) days or the authorization for subsequent course(s) will not be funded. In addition, a passing grade must be received to qualify for funding of future courses.

Section 52.04 **Restrictions on Funding Application**

Employees may apply for funding for six (6) credit hours per semester during the first year of enrollment, whether their status is new or transfer student.

Section 52.05 **Approval**

Approval for all courses is subject to the availability of funds and the mission of the Employer.

ARTICLE 53

FITNESS STANDARDS

Section 53.01 Physical Readiness

The Employer and the Union agree that it is mutually beneficial to ensure that each assigned employee is physically capable of performing the essential sustainment training skills, as defined in OPNAVINST 5530.14 (current edition) (Physical Security and Law Enforcement Manual). Prior to enacting any fitness standards, the Employer will notify the Union in accordance with Article 4 and negotiate all items of the program to the maximum extent permitted by law.

ARTICLE 54

DURATION AND EFFECT

Section 54.01 Duration/Renewal

This Agreement shall remain in full force and effect for a period of three (3) years from the date of agency head approval. This Agreement will automatically be renewed for one (1) year period thereafter unless either Party requests renegotiation. A request for renegotiation must be submitted in writing no sooner than one hundred and eighty (180) but not later than thirty (30) days prior to the initial termination date of the Agreement, or subsequent yearly termination dates thereafter.

Section 54.02 Renegotiations

When the renegotiation of this Agreement is pending or in progress, and the Parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is approved.

Section 54.03 Local Agreements

During the terms of this agreement, there will be no individual agreements, understandings or practices contrary to the specific terms of this Agreement, unless such agreements, understandings or practices have been reduced to writing and signed by duly authorized representatives of the Employer and the Union.

Section 54.04

Changes to the Agreement

Any Article in this Agreement may be reopened only by mutual consent. A request for revision of the Agreement by either Party will be in writing and include a summary of the basis of the request. Only those articles specifically and mutually agreed upon prior to reopening negotiations will be submit to renegotiation. If, during the duration of this Agreement, a law issued from a higher authority or a decision of a court of competent jurisdiction invalidates or requires amendment to any part of this Agreement, the Parties agree to meet within a reasonable time to negotiate substance and/or impact and implementation of the mandated change.

ARTICLE 55

EFFECTIVE DATE

Section 55.01 Agreement

This Agreement will become effective upon approval by the Department of Defense. In addition, any amendments arrived at by negotiation under Section 04.07 of this Agreement shall require similar approval.

Section 55.02 Employer Review

If the Employer disapproves of any provision of this agreement, the Parties may renegotiate the disputed provision and related provisions with the rest of the agreement remaining in effect, or the Union in the alternative may file a petition for review of the disapproval with the Federal Labor Relations Authority in accordance with FLRA regulations. In accordance with 5 U.S.C. 7114(c)(3), if the Employer does not complete review of the Agreement within thirty (30) days statutory period after it has been signed by the chief negotiators, the entire agreement will become effective subject to the provisions of applicable law, rules, and regulations.

APPENDIX A

REQUEST FOR OFFICIAL TIME

Commander, Navy Region, Naval District Washington
and
Fraternal Order of Police

I, _____, hereby request official time to perform a representational duty. Official time is requested from _____ to _____ on the date(s) of _____ to meet with _____.

This time is requested for the purpose of:

- ___ Term Negotiations
- ___ Mid term Negotiations
- ___ Grievances and Appeals (including arbitration)
- ___ All other Labor/Management Relations activities not covered by other categories

Steward Name

Date

I hereby approve/deny this request:

___ Approved / ___ Denied

If denied, reason for that decision: _____

Approving Official

Date

APPENDIX B

LAW ENFORCEMENT CODE OF ETHICS

(General Orders)

DUTY TO OBEY

Employees are required to know and understand all applicable laws, rules, regulations, directives, orders, written procedures, etc. relevant to their official duties. Employees will obey all laws of the United States, the District of Columbia, and any state, local, or military jurisdiction in which they may be present. Employees, who receive traffic tickets, are arrested or indicted for a violation of any law, detained for DUI/DWI or summoned to appear in response to a criminal complaint, will immediately notify one of their supervisors, who in turn will notify the Chief of Police through the chain of command.

Employees are required to obey all Departmental rules, regulations, directives, orders, policies and procedures. Lawful orders from a supervisor, including orders from a supervisor by an employee of equal or lesser rank, will be promptly obeyed.

PERFORMANCE OF DUTY

Employees will maintain sufficient competency to properly perform their duties and assume the responsibilities of their positions. Employees will perform their duties in a manner which will maintain the highest standards of efficiency and integrity.

OUTSIDE EMPLOYMENT

Employees may engage in off-duty employment only in accordance with the established policies and procedures. Outside employment shall be authorized by the IPD

prior to such employment. Under no circumstances will equipment, property or identifications of the Agency be used to perform or facilitate the function of off-duty employment. Use of Agency credentials are for official identification purposes only.

PERSONAL APPEARANCES

Employee will maintain a neat, well-groomed appearance and comply with all Department policies pertaining to uniforms, appearance, and grooming.

CARRYING OF CREDENTIALS AND IDENTIFICATIONS

Employees will carry their CNRNDW credentials on their person at all times while on duty. An employee will not display their credential in an effort to receive favorable treatment by another law enforcement officer or others. While off duty, an employee will not display their credentials in an effort to detain or arrest individuals, enforce any local, state, or federal laws. The displaying of the Agency's official credentials outside of official duties is strictly prohibited and subject to adverse or corrective action up to removal.

DUTY POST

Employees will assume their assigned duty post without unnecessary non-approved delay. Employees will not leave their assigned post except when properly relieved or authorized by a supervisor, and will then proceed immediately to their next assignment or to the area and/or supervisor designated for check out or reassignment.

COURTESY

Employees will be polite, courteous and respectful to all persons at all times. Employees will be tactful, friendly, helpful and understanding in the performance of their assigned duties, will control their tempers, exercise the utmost patience and discretion,

and will not engage in argumentative discussion even in the face of extreme provocation. In the performance of their duties, employees will not use coarse, violent, profane, or insolent language or gestures, and will not intimidate. Employees on entry/access posts will acknowledge all motorists and pedestrians with the appropriate: Good morning, afternoon or evening. After reviewing a pedestrian or motorist's identification, employees will acknowledge approval by stating either "thank you" or "you may proceed."

NEGLECT OF DUTY

Employees will devote their full time and attention to the performance of their duties at all times while on duty.

The use of music or video devices, messaging devices (i.e. "Blackberry") as well as the wearing of ear devices (i.e. "blue tooth") are prohibited at all times. The use of cell phones is prohibited on fixed posts at all times. At other locations, the use of cell phones may be authorized for family emergencies. A first offense violation of such devices will be no less than a reprimand.

When more than one employee is assigned to a post that requires reviewing identification of person(s) seeking entry to the installation, conversation between the employees will not occur while a motorist or pedestrian is present unless such conversation is related to the identification process.

OPERATING VEHICLES

The use of a government vehicle for unauthorized purposes is subject to discipline. Use of a government vehicle for purposes other than patrol requires supervisory permission. Government vehicles are for official use only. Employees will

operate official vehicles in a careful and prudent manner, and will obey all laws, rules, regulations, directives and orders of the Department pertaining to such operation. The suspension, accumulation of points, expiration or revocation of any employee's operator's permit (Driver's license) will be reported immediately to such employee's supervisor.

Employees are prohibited from operating a vehicle without a valid driver's license.

TREATMENT OF PERSONS IN CUSTODY

Employees will not mistreat persons who are in their custody, and will handle persons in custody in accordance with applicable laws and the established procedures of the Department.

This Code is not an exhaustive list of proper/improper behavior of a CNRNDW police officer. Additional employee duties and responsibilities are contained in instructions, regulations, laws, and the current collective bargaining agreement.

This Agreement was approved by the Secretary of Defense on September 21, 2007