



**INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS  
LOCAL – 810**

**POLICE OFFICERS,  
SERIES 0083**

**NEGOTIATED AGREEMENT  
BETWEEN  
THE NAVAL STATION GREAT LAKES AND  
THE POLICE OFFICERS SERIES 0083  
OF  
THE DEPARTMENT OF PUBLIC SAFETY  
GREAT LAKES POLICE DEPARTMENT**

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## **PREAMBLE**

This collective bargaining agreement is entered into by and between the Naval Station (hereinafter referred to as the "Employer") and the International Brotherhood of Police Officers, Local 810 (hereinafter referred to as the "Union"). It is the intent and purpose of both Parties to this Agreement to promote and improve the efficient administration of the Government and well-being and morale of the civilian employees in accordance with the Federal Service Labor Relations Statute hereinafter referred to as the "Statute" and to establish means for constructive and cooperative relationships. This collective bargaining agreement shall not reflect, refer or include any Military members as they are not and cannot become eligible bargaining members by law. The Employer and the Union agree to support, affirmatively and positively, the following major goals common to both Parties, the accomplishment of which is the purpose and intent of the Agreement:

- a. Allowing for and ensuring the participation by employees in formulating and implementing personnel policies and practices affecting the conditions of their employment.
- b. Safeguarding of employee health and safety.
- c. Developing and using employee skills.
- d. Promoting work attendance.
- e. Improving the utilization of time and materials.
- f. Promoting the principles of Equal Employment Opportunity.
- g. Improving and promoting the labor-management relationships in dealings between employees and the Employer in the conduct of public service.
- h. Providing for practices to facilitate improved employee performance and efficiency.
- i. Providing means for amicable discussions and adjustments of matters of mutual interest.
- j. Promoting fair and reasonable working conditions.
- k. Identifying the Parties to the Agreement and defining their respective roles and responsibilities under the Agreement.
- l. Stating the policies, procedures and methods that will hereafter govern working relationships between the Parties, and
- m. Indicating the nature and the subject matter of proper concern.

With the foregoing in mind and in accordance with the Statute, the Parties enter into this Agreement which shall constitute a collective bargaining agreement between the Employer and the Union.

**ARTICLE 1**  
**RECOGNITION AND UNIT DESIGNATION**

**SECTION 1.** The Employer hereby recognizes the Union as the exclusive representative of all employees in the Unit identified below and the Union acknowledges the responsibility of representing, without regard to Union membership, the interests of all such employees with respect to grievances, personnel policies and practices, and conditions of employment subject to the provisions in this Agreement, the Statute, and pertinent statutes and regulations.

**SECTION 2.** The Unit to which this Agreement applies is as follows:  
INCLUDED are all non-supervisory Department of Public Safety employees in the 0083 series of the Naval Station Great Lakes, Illinois.

EXCLUDED are all Dispatchers; all Professional employees outside of the 0083 series; Management officials; supervisors; and employees described in 5 USC 7112 (b) (2), (3), (4), (6) and (7).

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**SECTION 1.** In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and regulations of appropriate authorities, by published Agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published Agency policies and regulations required by law.

**SECTION 2.** Nothing in this Agreement shall affect the authority of any Management official;

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

b. In accordance with applicable laws--

(1) To hire, assign, direct, lay off, and retain employees in the Agency 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 Agency operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments

from:

(a) Among properly ranked and certified candidates for promotion; or

(b) Any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

**SECTION 3.** As required by the Statute, the Employer will publish an annual notice advising employees of their rights to representation (Weingarten) and will insure that no interference, restraint, coercion or discrimination is practiced with respect to such employees to encourage or discourage membership in a labor organization.

**SECTION 4.** Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or Management officials, it is only intended to provide a guide as to how a situation may be handled. The Employer retains the right to determine who will perform the work.

**ARTICLE 3**  
**RIGHTS OF EMPLOYEES**

**SECTION 1.** Each employee has the right freely and without fear of penalty or reprisal, to form, join, and assist the Union or to refrain from any such activity and each employee shall be protected in the exercise of this right. The right to assist the Union extends to participation in management of the Union and acting for the Union in the capacity of a Union representative, including presentation of its views to officials of the Executive Branch, the Congress, or appropriate authority.

**SECTION 2.** Nothing in this Agreement shall require an employee to become or to remain a member of the labor organization except pursuant to a voluntary, written authorization by an employee for the payment of dues through payroll deduction.

**SECTION 3.** If an employee is to be served with a warrant or subpoena, such matters will be handled as discreetly and as privately as possible.

**SECTION 4.** Personnel policies, procedures and regulations shall be applied fairly and equitably insofar as they are within the Employer's discretion.

**SECTION 5.** Employees will be treated with dignity. All corrective and sensitive discussions with individuals will be conducted in private if it is reasonably possible to do so.

**ARTICLE 4**  
**RIGHTS AND RESPONSIBILITIES OF THE UNION**

**SECTION 1.** The Union shall have the right and responsibility to represent the interests of all employees in the Unit, to present its views to the Employer on matters of concern, either orally or in writing, and to consult and be consulted with in respect to the formulation, development and implementation of personnel policies and practices and matters affecting conditions of employment in accordance with the provisions of the Statute, and to negotiate matters which are negotiable.

**SECTION 2.** The Union is the sole representative of employees in the Unit for the presentation and processing of grievances under the negotiated grievance procedures. However, any employee or group of employees in the Unit may present such grievances or appeals to the Employer and have them adjusted, as long as the adjustment is not inconsistent with the terms of the Agreement and the exclusive representative has been given an opportunity to be present at all formal discussions.

**SECTION 3.** For the purpose of this Agreement, the Employer agrees to recognize the appropriate Union officials as communicated by the President of Local 810.

**SECTION 4.** A written list of all Union officials and stewards will be furnished to the Employer by the Union at least annually. This list will include the official duty assignment and telephone number of each. The Union further agrees to update this listing as changes occur.

**SECTION 5.**

a. The Union has the right and shall be given the opportunity to be present at formal discussions between one or more representatives of the Employer and one or more Unit employees or their representatives concerning a grievance or any personnel policy or practice or other general condition of employment.

b. Nothing in this Article or in this Agreement shall be interpreted so as to limit supervisory personnel from meeting informally with employees without the Union being given the opportunity to be present at such informal meetings. Examples of the purposes of such informal meetings with employees include, but are not limited to:

- (1) Counseling employees;
- (2) Discussing work and the assignment of work with employees;
- (3) Discussing performance evaluations and appraisals with employees;
- (4) Discussing matters of personal concern to employees; and
- (5) Delivering instructions to employees.

**SECTION 6.**

a. The Union has the right to be present at any examination of an employee 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, and the employee requests Union representation. The Parties agree that such meetings shall be conducted in a reasonable and non-disruptive manner so that the purpose of the meeting can be accomplished.

b. The employee shall be afforded Union representation upon request and have a reasonable amount of time to obtain representation prior to any interview in which the employee believes disciplinary action may result. However, this will not unreasonably delay the interview.

**SECTION 7.** The Union agrees to request permission, where practicable, five (5) business days in advance, except in special circumstances, for any Union official visit to the installation.

**SECTION 8.** Whenever language in this Agreement refers to specific duties or responsibilities of Union officials, it is only intended to provide a guide as to how a situation may be handled. The Union retains the discretion to determine who will perform their representational functions.

**ARTICLE 5**  
**OFFICIAL TIME**

**SECTION 1.** The Parties recognize that the judicious utilization of official time by employee representatives, as set out in this Agreement, in the conduct of labor relations activities, contributes to the effective and efficient conduct of public business by facilitating and encouraging the amicable settlement of disputes between employees and the Employer involving conditions of employment.

**SECTION 2.** The Union Executive Board and Stewards may use official time for the following purposes:

- a) Midterm Negotiations
- b) Impact and Implementation Negotiations
- c) Attendance at Labor-Management Relations Forums
- d) Preparation for and attendance at meetings and hearings on grievances, Merit Systems Protection Board (MSPB) appeals and formal EEO complaints
- e) Preparation and responses to FLRA for Pending ULPs or other investigatory proceedings
- f) Appearances before the Federal Labor Relations Authority (FLRA) in accordance with 5 USC 7131 (c)
- g) Participation on committees where the Union has negotiated representation
- h) Review and comment on changes to conditions of employment
- i) Attendance at formal discussions as provided in 5 USC Section 7114(a) (2) (A)
- j) Visitation by National Board on official union business

**SECTION 3.** The Union agrees that time granted to Union representatives of employees during working hours will not be used for solicitation of membership or other activities concerned with internal management of the Union, such as collection of dues, membership meetings, campaigning for election to office, or the distribution of authorization cards.

**SECTION 4.** The following procedures will be followed by Union officials in requesting official time:

a. Submit modified SF-71, "Request for Leave" and the "Union Request for Official Time" form, in duplicate to supervisor indicating proposed time and duration of visit. One copy of the SF-71 will be returned to the employee.

b. Under the "remarks" section of the SF-71, indicate name and location of official or employee to be visited and general category of business to be conducted, using the following categories:

- (1) Negotiations and Impact and Implementation Negotiation Meetings
- (2) Meetings with Management Officials/participation on committees
- (3) Grievances/Appeals
- (4) Union-sponsored training
- (5) FLRA proceedings
- (6) Response to correspondence from Agency
- (7) Other (Indicating nature of activity)

c. Make appointments with Management or personnel official to be visited.

d. The Union representative will coordinate with the supervisor of the employee requesting assistance prior to entering the employee's work site.

e. It should be understood that the mere submission of the SF-71 does not infer authorization to leave the job prior to approval by a supervisor. Permission will not be unreasonably denied. If permission cannot be granted for the time requested, arrangements will be made as soon as possible (but not later than three (3) calendar days) to accommodate the request.

**SECTION 5.** Official time will also be granted to the Union negotiating team for the purpose of preparing for and participating in contract negotiations and to renegotiate this Agreement 105 days prior to this Agreement's expiration. The amount and duration of this time will be subject to mutual agreement between the Employer and the Union prior to such formal negotiations.

**SECTION 6.** Employees and their Union Representative shall be allowed a reasonable amount of time in a duty status to handle, investigate, prepare and present grievances, MSPB appeals, EEO complaints, and to prepare for and participate if called as a witness in a hearing.

**SECTION 7.** In addition to the official time provided for above, during the term of this Agreement, the Employer will provide union officials reasonable official time for the purpose of fulfilling their representational duties and responsibilities. Only one (1) union representative will be granted official time for the purpose of serving as the bargaining unit employee's representative. The Employer agrees to authorize official time for Union officials to attend labor-management training that is of mutual benefit to the Employer and the Union. The total amount of official time for this training shall not exceed 40 hours for the Union president, 80 hours for other union representatives to be divided as the Union deems appropriate for all other representatives per calendar year. The Union will submit a written request for this official time, SF-71 and the Union Request for Official Time form, and provide an agenda of all subject matter to be covered at the training at least fourteen (14) calendar days in advance of the requested training to the Chief of Police or his designee. Official time not used under this section for a calendar year will be forfeited. Approval of individual attendees will be granted in accordance with mission needs and will not be unreasonably denied. Any extension of the allotted time beyond the amount of official time initially requested and approved is a management decision. Any costs in connection with the training discussed in this

section shall be the responsibility of the Union. The Employer reserves the right to deny such excusal for valid reasons. Permission will not be withheld unreasonably. The Employer and the Union agree that the business of union representation is a vital function needed to consistently improve service to the Federal Government.

**ARTICLE 6**  
**JOINT LABOR-MANAGEMENT FORUMS**

**SECTION 1.** The Employer and the Union view a continuing line of open communication as essential to an effective work environment. To further this end it is agreed that members of labor and members of Management shall, for the good of the Department, meet quarterly to discuss matters of interest. This Labor Management Forum is established with Executive Order 13522 dated December 9, 2009.

**SECTION 2.** It is agreed that grievances shall not be discussed at these meetings. It is agreed that meetings of this nature shall not be construed as negotiations.

## **ARTICLE 7** **ANNUAL LEAVE**

**SECTION 1.** The use of planned annual leave is the right of the employees, subject to the needs of the Employer. Employees may be placed on annual leave without their consent for reasons including, but not limited to: when not ready, willing, and able to work; to use leave they would otherwise forfeit, or in cases of temporary shutdown in accordance with existing regulations.

**SECTION 2.** Leave requests, except in extenuating circumstances will be submitted in advance. An SF-71 Application for Leave will be used to request leave. If the request is disapproved, the SF-71 will be returned to the employee with a written statement of the reason(s) for the disapproval within two (2) workdays of the submission of the SF-71. In cases of annual leave for emergency reasons employees will notify the on duty Watch Commander and fill out the leave application upon return to duty.

**SECTION 3.** In the event of a conflict in requests for vacation or holiday period, annual leave which cannot be resolved by mutual agreement between the supervisor and the employees involved, the Employer will consider all work-related factors, including, date received and seniority as defined in Article 30. Nothing in this section will interfere with the Employer's right to assign work.

**SECTION 4.** Where maximum attendance is required during certain peak workloads or reporting periods, the appropriate Management official will determine the maximum number of employees who may be absent.

**SECTION 5.** If an employee is promoted or reassigned to a different organizational component for personal benefit, their leave will be scheduled as close as possible to their previously requested annual leave dates. However, in no case will such an employee be permitted to replace an employee whose dates have been established, regardless of seniority. Exceptions may be made by mutual consent of all concerned. Previously approved scheduled leave of employees involved in reassignments initiated by the Employer will be honored, subject to workload requirements and other pertinent considerations.

**SECTION 6.** Unscheduled annual leave may be granted by the Employer subject to work schedules. Such requests should be made as far in advance as possible to allow proper scheduling. The Employer will notify the employee that their requested leave has been approved or disapproved within two (2) workdays of submission of the SF-71.

**SECTION 7.** Supervisors will insure that adequate planning is undertaken to provide scheduled vacation periods and to otherwise grant annual leave so as to prevent any unintended loss of annual leave at the end of the leave year. Furthermore, supervisors may endeavor to allow each employee that so desires an extended period of leave (normally two weeks) consistent with the Agency's workload requirements and its need

for the employees' services, with special or extended vacations for longer periods of time considered on a case-by-case basis. Unit employees are responsible for managing their leave.

**SECTION 8.** Scheduled leave periods of one (1) week or more are subject to change only by the following:

- a. Employee's request, and
- b. Cancellation by the Employer to meet exigencies of the service.

**SECTION 9.** Unplanned annual leave is leave requested by an employee to accommodate some unexpected need of sufficient gravity to require the employee to leave the job before the end of the shift or not report to work for an assigned shift. In such cases, the employee must contact their supervisor (or someone designated to act for the supervisor in their absence), in person or by phone as soon as possible after the need is known, but before the employee's normal tour of duty begins. The appropriate supervisor or the person designated to act in their absence will approve or disapprove the leave at the time of the call. If the approval/disapproval is conditioned upon the employee providing documentation, this requirement will be set forth at the time of the call. The above requirement may be waived when extenuating circumstances occur.

**SECTION 10.** Approved absence otherwise chargeable to sick leave may be charged to annual leave as requested by the employee.

## **ARTICLE 8** **SICK LEAVE**

**SECTION 1.** Sick leave shall be granted in accordance with 5 CFR 630 when an employee:

- a. Received medical, dental or optical examination or treatment.
- b. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy or childbirth.
- c. Provides care for a family member as a result of physical or mental illness, injury, pregnancy, 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.
- e. Would be determined by the health authority having jurisdiction or by health care provider to 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 in accordance with the Family and Medical Leave Act (FMLA) regulations.

The amount of sick leave granted to an employee during any leave year for the purposes described in a through f shall be made in accordance with 5 CFR 630.

**SECTION 2.** An SF-71, Application for Leave, will normally be used to request sick leave. Leave requests, except in extenuating circumstances, will be submitted in advance. In cases of sick leave for emergency reasons, employees will fill out the leave application upon return to duty.

**SECTION 3.** Requests for unplanned sick leave shall be made to the immediate supervisor or someone designated to act for them in their absence, as soon as possible, but before the employee's normal tour of duty begins.

**SECTION 4.** The above requirements may be waived when extenuating circumstances occur. The request will ordinarily cover only the first day of absence. In the event the employee anticipates an absence of longer duration, the employee must notify their supervisor of the reasons for the extended absence. Otherwise, the employee must request sick leave each subsequent day for three (3) days and every third day thereafter until they return, unless specifically excused or the employee is incapacitated to the extent that the employee is unable to make contact.

**SECTION 5.** For sick leave absences in excess of four (4) work days, or for a lesser period when determined necessary, the Employer may require a medical certificate. A signed statement from the employee indicating the nature of the illness may be accepted in lieu of medical certification when the circumstances surrounding the employee's absence are explained and the services of a physician were not required. Unless otherwise directed, employees sent home by the Occupational Medical Officer

shall not be required to furnish a medical certificate to substantiate such leave, unless it exceeds four (4) continuous workdays, or for a lesser period when determined necessary, and is requested.

**SECTION 6.** If the Employer requests a medical certificate to support a period of sick leave, the employee has fifteen (15) calendar days from his/her return to duty to comply.

**SECTION 7.** Up to thirty (30) days sick leave may be advanced when warranted, at the discretion of the Commanding Officer or the official designated to approve such requests. Sick leave will not be advanced to an employee serving in a temporary appointment of one year or less or serving in a probationary status. Requests for advance sick leave will be forwarded through Management channels to the Commanding Officer or designated representative for approval/disapproval. The request will be in writing, providing full justification. The employee's record of sick leave used and annual leave to their credit will accompany the request and be considered in advancing sick leave.

**SECTION 8.** Employees returning to duty from sickness or injury with temporary limitations placed on their work performance by the Occupational Medical Officer or private physician may be assigned to other work, if available within these limitations. Limited duty availability and duty assignment will be determined by the Employer.

**SECTION 9.** Physical examinations by the Occupational Medical Officer, or personal physician certification, may be required before return to work after absence of seven (7) or more consecutive calendar days. However, these physical examinations will only be required under the conditions specified in 5 CFR 339.

**SECTION 10.** Employees who become ill during annual leave may have that period of illness charged to sick leave provided a request is made promptly upon return to duty and is substantiated in the same manner as any other request for sick leave.

**SECTION 11.** Current Activity practices concerning the minimum increments in which sick leave may be charged will be continued.

## **ARTICLE 9** **OTHER LEAVE PROVISIONS**

**SECTION 1.** The leave system provides for Leave Without Pay (LWOP) in addition to annual leave and sick leave. LWOP for the employee's needs may be granted upon an employee's request and the supervisor's approval. In general, any circumstances which would justify the approval of sick leave or annual leave for any period may justify the granting of LWOP. However, leave usage and balances will be a consideration. In addition, employees are entitled to unpaid leave during any 12-month period for certain family and medical needs. The amount of unpaid leave entitled to an employee and the notice and medical certification the employee must provide will be in accordance with Public Law 103-3 (the Family and Medical Leave Act of 1993) and 5 CFR 630.

**SECTION 2.** Extended LWOP may be granted only when it is expected the employee will return to duty in the federal service. Requests for LWOP of more than 30 days will be forwarded through Management channels to the Commanding Officer or designated representative for approval/disapproval. An SF-71 will be submitted in duplicate, together with a memo providing full justification for the need for LWOP if not covered on the SF-71. Examples of proper causes are:

- a. For educational purposes, when the completion of the course will contribute to the best interests of the Department of the Navy.
- b. For illness or disability not of a permanent or disqualifying nature.
- c. For the purpose of protecting employee status during any period pending final action by the Office of Personnel Management such as a claim for disability retirement.
- d. While receiving compensation under 5 USC Chapter 81, for a job related injury. Such employees should be granted LWOP for the first year they are receiving compensation.
- e. For the purpose of avoiding a break in the continuity of service for employed dependents of either transferring service personnel or relocating federal employees. (An employee desiring to take advantage of this must submit, together with a request for LWOP, a signed resignation with an effective date ninety (90) days after the employee's last working day).

**SECTION 3.** Employees who volunteer as blood donors (either to blood banks or directly to individuals) may be excused from duty without charge to leave for the period of time necessary to accomplish this purpose. Four (4) hours excusal is normally granted to blood donors. Additional time may be granted in unusual circumstances.

**SECTION 4.** The Department of the Navy encourages all eligible employees to exercise their privilege and responsibility to vote in all elections. Necessary time to register and/or vote may be provided without loss of pay and without charge to leave. Generally, an employee may be excused from duty so as to permit reporting to work three (3) hours after the polls open or leave work three (3) hours before the polls close, whichever results in the lesser amount of time off. Elections include federal, state, and local elections and referendums sponsored by recognized civic bodies on such matters

as recreational issues, bonding issues and school board elections.

**SECTION 5.** Employees must request "voting leave" at least one (1) workday in advance of the election. Insofar as it is possible to do so without disrupting essential service, and to accommodate car-pools, employees will be scheduled for voting leave at the beginning or end of their work shift.

**SECTION 6.** Court leave for jury duty is granted to both permanent employees and temporary employees, full-time or part-time. Employees will be excused to perform jury duty without loss of pay and without charge to leave. Except in unusual circumstances, the Employer will not request that employees be released from jury duty. When it is necessary to request a release from jury duty, the requests will be made by the head of the Unit affected or their designated representative. Employees summoned as a witness in a judicial proceeding to testify in a non-official capacity on behalf of or involving federal, state, or local governments are entitled to court leave during the time absent as a witness. A night shift employee who performs jury duty service during the day is granted court leave for the regularly scheduled night tour of duty and is entitled to the night differential.

**SECTION 7.** Career or career conditional employees who are members of the National Guard or Reserve component of the Armed Forces shall be granted military leave (in accordance with applicable rules and regulations) without loss of pay or charge to leave upon presentation of competent orders. Temporary employees appointed for less than one year are not eligible for military leave. Employees under term appointment for periods of more than one (1) year but not to exceed four (4) years are eligible. Full time employees earn fifteen (15) calendar days of military leave per fiscal year. Military leave is credited at the beginning of the fiscal year. Part time employees (16 to 32 hours per week) earn military leave on a pro rata basis. Unused leave can be carried into the next fiscal year; however, no more than thirty (30) days may be credited to an employee's account. Permanent or temporary indefinite employees who are Reserve or National Guard members providing military aid to enforce the law, or assistance to civil authorities in the prevention of injury, are also entitled to leave not to exceed an additional twenty (22) workdays in a calendar year. This is separate from the fifteen (15) days of military leave and is often called law enforcement leave. Military leave is charged in increments of a full calendar day regardless of the number of hours the employee is on active duty. Military leave is charged to consecutive calendar days of active duty.

**SECTION 8.** Employees should request military leave as soon as possible after receiving orders. A copy of the orders should be submitted to the immediate supervisor. Within five (5) workdays after return from military leave, the employee should submit a certified copy of orders endorsed by a competent military authority and indicating completion of duty.

**SECTION 9.** Tardiness is absence from duty of less than an hour at the beginning of

an employee's scheduled work shift. Brief absence is an absence of less than one (1) hour during the work shift. Absence from duty for sixty (60) minutes or more must be charged as leave or absence without leave (AWOL). A tardiness or brief absence of less than one (1) hour may be excused by the supervisor without charge to leave when reasons appear to be adequate to the supervisor.

**SECTION 10.** Tardiness or brief absence after reporting to work (in connection with a fractional day of leave) may be treated by the appropriate supervisor as follows:

a. The time lost may be made up by requiring an equivalent period of work at the end of the shift in which the tardiness occurred; or

b. The time lost may be charged to annual leave, compensatory time, LWOP (in appropriate increments) or AWOL (in the exact amount of the tardiness). If AWOL is charged, the employee's pay will be docked to the next higher tenth of an hour and the employee may be subject to disciplinary action.

**SECTION 11.** An employee who takes an examination and/or is interviewed for a Merit position in Naval Station Great Lakes and its tenant commands will be excused from duty without charge to leave or loss of pay.

## **ARTICLE 10** **HOURS OF WORK**

**SECTION 1.** Subject to the provisions of 5 CFR 610, the basic workweek for employees will be fixed at forty (40) hours and will not extend over more than six (6) of any seven (7) consecutive days. Whenever practicable the two (2) days outside the basic workweek will be consecutive.' Except in unusual circumstances, the working hours in each day in the basic workweek will be the same.

**SECTION 2.** Employees will work 8-hour shifts. To avoid overlapping shifts, or where constant attention or availability is required, employees will "eat on the run" without a specific time period for lunch. Except where it is determined that the Employer would be seriously handicapped in carrying out its function or that costs would be substantially increased, the days and shift hours of an employee's basic work week shall not normally be changed without a notice to the employee of at least three (3) calendar days except that shift hours may be changed for participation in grievance appeals, official hearings, training, medical examinations, and similar situations where it is impractical or undesirable to conduct the hearings, training, examination or investigations during the employee's normal tour of duty.

**SECTION 3.** The Employer agrees to consult/negotiate as appropriate with the Union whenever a change is contemplated in an established basic workweek or tour of duty for the employees in the unit of exclusive recognition.

**SECTION 4.** Staffing will be maintained in accordance with applicable regulations and management will have consultation with the union regarding staffing at least twice a year.

**SECTION 5.** If minimum personnel are not available, the Watch Commander arranges to fill the empty position(s), prior to the start of the shift in the following manner: time permitting (two hours or more), Management shall fill the position by contacting personnel in order of seniority, in accordance with Article 30, Section 1, and taking into consideration the qualifications of those employees relative to each other. Notification will continue until the vacant position is filled. If everyone called declines to work, Management has the right to require the least senior person on duty to fill the position (mandatory overtime). The employee mandated to work the overtime will rotate through the shift seniority overtime list. The employee on mandatory overtime status shall remain on duty until properly relieved.

**SECTION 6.** Shifts in effect (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> shift) at the time of this agreement shall remain in effect. However, Management agrees to consider alternate work schedules at the request of the union membership. In addition, an employee may request a shift change at any time; with or without the mutual agreement with another employee. All shift changes are subject to Management approval. All requests for shift changes shall be in writing, dated, and submitted to the Deputy Chief of Police. If the request cannot

be honored it will be kept on file for a period of one year from the date of the request and if an opportunity presents itself during that time it will be acted on. In the event of two requests submitted at the same time, seniority will prevail.

**SECTION 7.** Shift Assignments.

- a. Patrol Division (to include K9 Division) shall be assigned a non-rotating shift.
- b. Detectives shall be on a flexible, non-rotating shift and may report for work up to one (1) hour prior or two (2) hours after their currently scheduled shifts.
- c. Training Division shall be on a flexible, non-rotating shift and may report for work up to one (1) hour prior or two (2) hours after their currently scheduled shifts.

**SECTION 8.** Employees will receive compensation for time worked in accordance with 5 CFR 550.

**ARTICLE 11**  
**HOLIDAYS**

**SECTION 1.** Full-time employees serving under appointments of ninety (90) days or more are relieved of all official duties on all holidays or are entitled to holiday premium pay if required to work on those days. The Employer retains the right to schedule employees to work on a holiday, or a portion thereof, or on the day observed as a holiday when a different day is to be observed in accordance with Section 3 below. In scheduling employees for holiday work, the Employer will consider the use of volunteers with the following conditions:

a. In continuing shift operations, employees scheduled to work on a holiday within their work week shall work that holiday, except that a "trade" between two (2) employees may be permitted provided that such a trade is acceptable to the Employer.

b. Employees not scheduled for work on the holiday may volunteer for holiday work. Acceptance of volunteers will depend on the skills needed and whether payroll costs are thereby increased.

**SECTION 2.** Employees may request annual leave, leave without pay, or religious compensatory time for any workday which occurs on a religious holiday. To the extent that such modifications in work schedules do not interfere with the efficient accomplishment of the Employer's mission, the Employer will apply a liberal leave policy for such purposes.

**SECTION 3.** When a holiday falls on an employee's workday, that day is observed as a holiday. The following table will be used to determine on which day of the work week a holiday will be observed when it occurs on one of the two (2) successive non-work days indicated in the first column.

<b><u>NON-WORK DAYS</u></b>	<b><u>HOLIDAYS FALL ON</u></b>	<b><u>OBSERVED HOLIDAY</u></b>
Sunday-Monday	Sunday Monday	Saturday Tuesday
Monday-Tuesday	Monday Tuesday	Sunday Wednesday
Tuesday-Wednesday	Tuesday Wednesday	Monday Thursday
Wednesday-Thursday	Wednesday Thursday	Tuesday Friday
Thursday-Friday	Thursday Friday	Wednesday Saturday

Friday-Saturday

Friday  
Saturday

Thursday  
Sunday

Saturday-Sunday

Saturday  
Sunday

Friday  
Monday

**ARTICLE 12**  
**OVERTIME/COMPENSATORY TIME**

**SECTION 1.** Scheduling of overtime work/compensatory time (including the nature of the work; the need for special skills, the priority of productive or support effort; and the number of employees which will be required to work) is solely a function of the Employer. The right to order overtime is the vested right of the Employer. Supervisors will select employees for overtime work consistent with job requirements. First consideration for overtime shall be given to those employees who are currently assigned to the job. The personal preference and health conditions of employees to work or not work overtime will be respected, but only if another qualified employee is available. In assigning overtime work, the supervisor will take into consideration the special requirements of the job to be performed. If the above provisions do not result in the availability of adequate personnel for overtime work or it results in an excess number, overtime work will be rotated equitably among qualified employees to include Detectives, Canine Handlers and Training Officers in the bargaining unit. Except in case of emergency, employees assigned to overtime work shall be given reasonable advance notice. An emergency is any unplanned or unforeseeable event requiring immediate action.

a. Regardless of seniority no officer shall be forced to work overtime if:

- (1) The patrol officer is already working a pre-accepted overtime shift.
- (2) The patrol officer has worked three double shifts in a row.

b. Regardless of seniority, no patrol officer shall be encouraged to sign up for overtime if he/she has worked more than seven consecutive days in a row.

c. In all cases the next least senior officers will be required to work the forced overtime.

**SECTION 2.** Detective, Canine Handlers and Training Officers shall be afforded the opportunity to work overtime as Patrol Officer or in the capacity of their position descriptions and/or as qualifications may allow.

**SECTION 3.** In accordance with 5 CFR 550, irregular or occasional overtime work performed by an employee on a day when work was not scheduled for the employee, or for which the employee is required to return to their place of employment, is deemed at least two (2) hours in duration for the purpose of overtime or compensatory time earned.

**SECTION 4.** A ten (10) minute break will be granted to employees working more than two (2) hours overtime after their normal shift. The timing of this break will be at the discretion of the supervisor.

**SECTION 5.** All bargaining unit employee shall not be required to work for compensatory time in lieu of overtime pay in accordance with 5 CFR 550. However, the Employer retains the right to request volunteers to work for compensatory time in lieu of overtime pay. An employee who does not volunteer for compensatory time will not be penalized for this decision.

**SECTION 6.** Employees may accumulate up to 80 hours of compensatory time.

**SECTION 7.** Police Officers, Detectives, Canine Handlers and Training Officers appearing in court to provide testimony, who know in advance of the scheduled court date, will report to Naval Station Great Lakes to sign in and pick up government equipment (weapon and ammunition) when authorized, and a government vehicle. At the conclusion of the court appearance, the Police Officer, Detective, Canine Handler or Training Officer will return to Naval Station Great Lakes to return their equipment (weapon and ammunition) and government vehicle and sign out. If applicable, the Police Officer, Detective, Canine Handler or Training Officer will be paid overtime or compensatory time in accordance with 5 CFR 550. If a Police Officer, Detective, Canine Handler or Training Officer is called to make an immediate, unscheduled court appearance, and is required to report directly to court, he/she will be paid for this irregular or occasional overtime in accordance with 5 CFR 550. In accordance with 5 CFR 550, the call back will be deemed no less than 2 hours in duration for the purpose of overtime or compensatory time. Employees may accumulate compensatory time in accordance with 5 CFR 550. In addition, the Police Officer, Detective, Canine Handler or and Training Officer may be entitled to mileage reimbursement in accordance with current regulations. All claims for mileage must be submitted by the claimant to the Naval Station Comptroller's Office via the chain of command within five (5) business days of travel. It is the employee's responsibility to complete the required documentation in order to receive reimbursement. Current form for reimbursement is the SF-1164.

**SECTION 8.** Police Officers, Detectives, Canine Handlers and Training Officers will receive overtime or compensatory time for work in excess of their regular shift in accordance with 5 CFR 550.

**SECTION 9.** Overtime/Compensatory Time Procedure. Seniority Lists for overtime in patrol will be used for overtime. The seniority list will be developed as outlined in Article 30 of the negotiated agreement then used as in Article 12. There will be separate lists for 0083s for the different positions, i.e. Patrol Officers, Lieutenants, Training Officers, Detectives, and Canine Handlers. Patrol overtime opportunities will first be offered to off going Patrol Officers, Patrol Officers on days off or vacation days, Lieutenants, Lieutenants on days off or vacation days, Training Officers, Detectives, and Canine Handlers. If there is no volunteer for the overtime, the most junior off going Patrol officer will be given mandatory overtime from a forced overtime list of up to ten (10) from each shift. Once the employee works a forced overtime of two (2) hours or more, they will be moved to the bottom of the forced overtime list.

**ARTICLE 13**  
**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

**SECTION 1.** The Employer and the Union agree to continue to support the policy set forth in statutes and appropriate regulations to provide equal opportunity in employment for all persons; to prohibit discrimination in employment promotion and assignment because of race, color, religion, sex, national origin, age and to promote the full realization of equal employment.

**ARTICLE 14**  
**EMPLOYEE DEVELOPMENT/TRAINING**

**SECTION 1.** It is agreed that the development of the employee skills and knowledge is the shared responsibility of the Union, Employer, and the employee. To this end, the Employer will make training means available and the employee must be willing to provide the personal dedication necessary for the success of this training effort.

**SECTION 2.** New employees must satisfactorily complete a Navy Regional Training Academy. This will generally be accomplished during the first year of employment.

**SECTION 3.** The Employer will provide all required training in accordance with the Office of Personnel Management (OPM) classification standards for all 0083 employees to maintain their qualifications per Navy regulations, instructions and standard operating procedures.

**SECTION 4.** If a Tuition Assistance program is offered and funds are available, 0083 employees may participate. The Tuition Assistance Program will be followed according to program guidance contained in 5 CFR 410.

a. Employees will submit requests for developmental courses to their supervisor for consideration. Within budget limitations, and in accordance with current directives, the Employer may pay for the cost of training deemed appropriate by the Employer that promotes the efficiency of the services.

b. The Union agrees to assist the Employer in fostering a climate for encouragement of self-development, recognizing that the individual is also responsible to raise the level of his/her competence wherever possible.

**SECTION 5.** The Employer and the Union recognize the need for a fully developed professional workforce and it is recognized that training may be required for all employees. If funding is available, the Employer may retain membership with agencies that provide law enforcement training such as North East Multi-Regional Training, Inc. (NEMRT). Employees desiring to attend such courses in an on-duty status will require prior approval from their supervisor. It is the employee's responsibility to ensure and coordinate their regular shift coverage and gain supervisor approval prior to committing to courses. Employees can request training catalogs from their supervisor.

**ARTICLE 15**  
**PERFORMANCE APPRAISAL**

**SECTION 1.** The policies and procedures set forth in current Naval Station, Great Lakes instructions are applicable to Unit employees, except that: An employee may be rated Unacceptable only after the employee has had a minimum of ninety (90) calendar days to demonstrate acceptable performance since their performance standards were set. Employees may only be changed to lower grade or removed based on unacceptable performance after the employee has been issued a formal ninety (90) calendar day Performance Improvement Plan letter and has been given ninety (90) calendar days to improve their performance.

**SECTION 2.** An employee who is removed or reduced in grade based on unacceptable performance under 5 USC 4303 may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. For the purpose of this section, and pursuant to 5 USC 7121, an employee shall be deemed to have exercised this option when the employee files a timely appeal under the statutory procedure or files a timely grievance in writing under the negotiated grievance procedure.

**SECTION 3.** An employee who is dissatisfied with an official performance rating may grieve that rating under the negotiated grievance procedure. Such a grievance will be submitted initially as an informal grievance to the supervisor who assigned the rating.

**SECTION 4.** A copy of each individual's completed performance appraisal will be provided to them immediately upon presentation and discussion of the appraisal with the employee. No changes, additions of any signatures, or other modifications, will be added after it is presented and discussed with the employee. The employee will be asked to sign the completed appraisal form after it has been presented and discussed with them. The employee's signature is voluntary and only acknowledges that the appraisal has been presented and discussed with the employee. It in no way indicates the employee's approval or disapproval.

**ARTICLE 16**  
**POSITION CLASSIFICATION**

**SECTION 1.** The Employer acknowledges the responsibility to maintain a position classification program in accordance with rules and regulations set down by appropriate authority.

**SECTION 2.** All positions will be classified by comparison with OPM and/or Department of Defense position classification standards, which are available to the employee for review upon request. The employer shall ensure the position descriptions are current and up to date in accordance with current OPM Civilian position classification standards.

**SECTION 3.** The duties and responsibilities of each position, as documented in the position description, are determined by the Employer. Position descriptions describe the major duties and responsibilities performed at the Employer's direction. Any employee who feels their position description is improperly written or graded may consult with their supervisor for clarification. If this fails to resolve the employee's questions, the supervisor will arrange for the employee to discuss the problem with an HRO representative. Should this fail to resolve the employee's questions, they may file a classification appeal with OPM or DOD if the title, grade or series is in question. A copy of the OPM/Department of Defense classification appeals procedures will be furnished to the employee and/or their Union representative upon request. The classification of any position cannot be grieved or arbitrated.

**SECTION 4.** Position Review. The Employer agrees that all position descriptions will be reviewed on an annual basis by the Employer to ensure that they are properly classified. It is agreed that the Director of Public Safety or his designee will notify (in writing) the subordinate employees of the position review and of their right to review the current position description and comment on its accuracy. These review(s) will normally take place at the beginning of each performance rating cycle.

**SECTION 5.** Each employee shall be given a legible copy of their position description upon request within three (3) workdays.

**ARTICLE 17**  
**EQUIPMENT AND UNIFORMS**

**SECTION 1.** Equipment. The Employer agrees that it will provide employees with all equipment necessary to the employee's performance of their job duties. The Employer agrees to consider employee request for additional or new equipment, consistent with the demonstrated need for the equipment and the resources of the Employer. Both the Employer and the Union recognize the need to maintain a modern and technologically advanced police department, at the same time, certain financial considerations must be recognized. Both the Employer and the employees have agreed that certain modernization in the police department must take place in order to keep pace with today's work.

The Employer will include the following in patrol vehicles: Communication radios, weapons rack, mobile in vehicle computers and docking station, prisoner transport protective cages, and emergency kits.

**SECTION 2.** Uniforms

a. The initial uniform allowance will normally be initiated by the Employer within the first fourteen (14) days of employment in appropriate positions at which time the employee will purchase the uniform. The Employer agrees to provide the maximum allowance permitted under current regulations. Uniform voucher disbursements will be submitted by the Employer to the Comptroller Shop on or about 1 October.

b. Employees who are required to wear uniforms are responsible for the following:

(1) Appearing for work properly uniformed, except for firearm, as determined by the Employer.

(2) Keeping uniforms neat, clean and in good state of repair. The employee is responsible for paying the expense involved. The payment of public funds for cleaning or repairing uniforms is not authorized.

(3) When on duty, wearing the uniform with the smartness with which uniforms is generally worn in military and municipal police organizations.

(4) Wearing the uniform on duty and it may be worn when proceeding to and from work.

(5) Unless otherwise directed by Management, the prescribed uniform will be worn at all times while the employee is in a duty or pay status.

c. Appropriate civilian attire may also be worn for training classes with Police Identification and star. This attire must be neat and business like, jeans and other non-standard clothing are not authorized (non-standard clothing for duty purpose is authorized for wear at the discretion of the Chief of Police or other designated representative). Clothing for court appearances (if not wearing the uniform) shall be at a minimum, casual slacks, shirt, blouse, skirt, dress, casual or dress sport coat, tie, or

business attire, personnel will carry their star and Police Identification, weapon and handcuffs concealed from public view. Detectives or "plain clothes" Officers, Canine Handlers and Training Officers will, at a minimum, wear pressed dress slacks, pressed shirt, or pressed dress, skirt, blouses and dress shoes and will carry their star, weapon and handcuffs concealed from public view. Firearms may be carried for court appearances as decided on a case by case basis as decided by the Chief of Police or his designee.

**SECTION 3.** The Use of Police Emblems and lighting. The GLPD Logo and Emergency Lighting shall only be used on those vehicles directly utilized by the Patrol Division, Detective Division, or K9 Division and Training Officers within the Great Lakes Public Safety Department. Only the vehicles belonging to the Public Safety Department utilized by the Patrol, Detective, or K9 division and Training Division within the Public Safety Department shall have red and blue emergency lights displayed in and around the federal property owned and controlled by Naval Station Great Lakes Commanding Officer.

**SECTION 4.** The Department will provide the necessary equipment for each employee as determined by the employer's internal security practices.

a. The authorized on duty firearm to be issued to all bargaining unit employees will be in compliance with current regulations. All weapons will be carried in compliance with regulations. The use of privately owned weapons while on duty is prohibited. Firearms training will be conducted in accordance with regulations.

b. Body armor current and within specifications shall be issued and replaced by the agency as needed.

c. Only employees with current Emergency Vehicle Operator's Course (EVOC) are permitted to operate Public Safety vehicles in a response mode, i.e. emergency lights and sirens.

## **ARTICLE 18** **DETAILS**

**SECTION 1.** The Union recognizes that the Employer may temporarily detail employees to work other than that within their current ratings.

**SECTION 2.** A detail is the temporary assignment of an employee to a different position for a specified period, with the employee returning to their regular duties at the end of the detail.

**SECTION 3.** Details of thirty (30) calendar days or less shall be in writing. Details in excess of thirty (30) calendar days will be initiated on a SF-52, "Request for Personnel Action", and maintained as a permanent record in the Official Personnel Folder.

**SECTION 4.** Details should be used only to meet temporary needs of the activity work program when necessary service cannot be met by other means. Details may be made under circumstances such as:

- a. To meet emergencies occasioned by abnormal workload, special projects or studies, change in mission or organization, or unanticipated absences.
- b. Pending official assignment, pending description and classification of a new position, pending security clearance, and for training purposes (particularly where such training is part of established promotional or developmental programs).

**SECTION 5.** Details will not be used to "try out" an employee for potential promotion when this can be construed as pre-selection. A detail will not be used to qualify an otherwise ineligible employee for promotion.

**SECTION 6.** An employee may request to be detailed to a work area desired by that employee. The Employer shall give full consideration to such requests.

**SECTION 7.** Details will be rotated among employees to the maximum extent feasible consistent with employees' qualifications, capabilities, and desires.

**SECTION 8.** The Employer and the Union recognizes the need to provide for the public safety and that the primary function of the Department of Public Safety is to maintain public safety. Activities such as sporting events, 4th of July festivities, change of military commands, and other functions that require extra police presence will be filled with on duty personnel or a combination of on duty personnel and personnel in an overtime status when needed.

**SECTION 9.** The Employer shall list openings for "special details" for five (5) calendar days when practical.

**ARTICLE 19**  
**REASSIGNMENTS**

**SECTION 1.** The Employer retains the right, consistent with applicable laws and regulations, to reassign employees.

**SECTION 2.** If an employee cannot perform satisfactorily in their position, the Employer shall consider reassigning the employee to another position in which satisfactory performance appears likely prior to initiation of adverse action, provided such a position exists and provided the problem is not disciplinary in nature.

**ARTICLE 20**  
**MERIT PROMOTION**

**SECTION 1.** The Employer retains the right to choose the method to be used for filling competitive positions, except when that choice is limited by statute or regulation. The Union recognizes the right of the Employer to select from among the best-qualified individuals available for each position. The Employer recognizes the responsibility to conduct a promotion program based on merit. It is understood that the provisions of this Article apply only to positions in the Unit concerned.

**SECTION 2.** If the Employer decides to fill a position by promotion, (after the Priority Placement Program has been cleared), all employees in the Unit who meet the minimum OPM qualifications as to experience, training and time-in-grade requirements will be given the opportunity to compete for promotion by responding to vacancy announcements that will be advertised in accordance with current Department of Navy recruiting processes, to give employees an opportunity to bid for the job. Copies of the vacancy announcement will be furnished to the Union upon request. All applications submitted by the closing date of the announcement will be considered for that vacancy.

**SECTION 3.** Minimum qualification requirements for all vacancies will be those issued by OPM for the job series or job family. Ratings, in whole or in part, will not be used on personal knowledge of applicants. Upon request, the Employer will train the employee in the application process.

**SECTION 4.** All applications will be rated in accordance with the current Merit Promotion Plan.

**SECTION 5.** Employees who wish to change their line of work to enter a more promising career ladder will be counseled by their supervisor. Supervisors will keep employees currently advised of weaknesses in their job performance and potential, and will counsel employees on how to improve their chances for promotion.

**SECTION 6.** The mechanics of the rating process for a particular merit promotion vacancy will be explained to an employee and/or their Union Representative if requested. Notification of vacancy status will be in accordance with the current Department of Navy recruiting processes.

**SECTION 7.** Normally, promotions to vacant positions will be effective at the beginning of a pay period. For pay purposes, an employee's promotion will not be delayed beyond the beginning of the second pay period after selection. In the event that an employee, who was selected for a promotion declines, the selecting official may then consider the remaining candidates whose names appear on the list furnished to the selecting official.

**SECTION 8.** The advertising of the re-announcement will be in accordance with Section 2 of this Article.

**SECTION 9.** When an employee is temporarily assigned to a classified higher-graded position in the Unit and it is anticipated that such an assignment will last more than 30 but less than 120 calendar days, such assignment will normally be by temporary promotion. The employee selected must meet the qualification requirements and may be selected without resorting to competitive procedures. Temporary assignments to vacancies intended to last 90 calendar days but no longer than 120 calendar days may be filled by temporary promotion through competitive selection procedures or by rotating qualified employees.

**SECTION 10.** It is agreed that inquiries and complaints related to Merit Promotion will be handled in accordance with the procedures detailed in the current Merit Promotion Plan.

a. The Employer will provide the employee or their designated representative with as much of the requested information pertaining to the action in question as can be released under the provisions of the Privacy Act and the Freedom of Information Act. The Employer will have fifteen (15) days to provide this information.

b. Employee complaints arising out of the application of the Merit Promotion Plan or the application of the temporary promotion provisions shall be processed in accordance with negotiated grievance procedures of this Agreement if the informal discussion provided in this Article does not suffice to settle the complaint. Under the "routine use" authorization for officials of the Union to "General Personnel Records" granted by OPM, pertinent records, appropriately sanitized, will be made available to the Union within fifteen (15) days after a written request is submitted. Any records released to the Union will be treated by the Union as confidential and as privileged information and will not be divulged to a third party or discussed except as necessary to the resolution of the case.

**ARTICLE 21**  
**REDUCTION-IN-FORCE**

**SECTION 1.** For the purpose of this article a reduction-in-force occurs when an employee is released from their competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement of another employee when lack of funds, insufficient personnel ceiling, reorganization, reclassification due to erosion in duties (when such action will take effect after the Employer has formally announced a reduction-in-force in an employee's competitive area and when the reduction-in-force will take effect within 180 days), or the need to place a person exercising reemployment or restoration rights.

**SECTION 2.** The Employer agrees to notify the Union of the necessity for a reduction-in-force as far in advance as practicable and the reasons therefore. Such notification will be in writing prior to any notification to affected Unit employees. The written notification shall include the following information:

- a. The reason for the reduction-in-force.
- b. The numbers, types and grades of the Unit employees to be affected.
- c. The proposed effective date of the action.

Management will also provide specific written responses to specific written Union requests for additional pertinent information within a reasonable period of time. Management shall normally respond within five (5) calendar days of the request being made.

**SECTION 3.** Upon receipt of written notification by the Employer of the anticipated reduction-in-force, the Union may request negotiations concerning the procedures for implementation and impact of the anticipated reduction-in-force. In no case, however, will such implementation/impact bargaining delay the effective date of the reduction-in-force.

**SECTION 4.** To eliminate or minimize the adverse effect upon Unit employees in a reduction-in-force situation, the Employer shall consider other alternatives in strict compliance with applicable laws and regulations.

**SECTION 5.** The Employer agrees to consider restricting to the extent possible recruitment and promotions, meeting ceiling/funding limitations through normal attrition and reassignment of surplus employees to vacant positions for which they are qualified.

**SECTION 6.** The Employer shall provide a written specific reduction-in-force notice (and one copy) to each affected employee at least sixty (60) calendar days in advance of the effective date if less than fifty (50) employees are affected or 120 calendar days in advance of the effective date if fifty (50) or more employees are affected.

**SECTION 7.** Any employee receiving a specific reduction-in-force notice may review the retention register (with their Union representative) for their competitive level as well as the retention registers for those competitive levels where there are employees who may displace the employee and into which the employee believes they may bump or retreat. A copy of the retention registers shall be made available in the HRO. An employee and their Union representative can be in a duty status when reviewing relevant retention registers.

**SECTION 8.** Upon written request and to the extent necessary to settle questions about a reduction-in-force, the Union shall be able to review the pertinent retention registers and any amendments thereto within ten (10) calendar days of such request.

**SECTION 9.** The Employer will consider a waiver of qualifications to a vacant position by an adversely affected employee, provided that the Command determines that the employee could perform the duties of such position without undue interruption in accordance with applicable regulations.

**SECTION 10.** Upon receipt of a specific reduction-in-force notice with an offer of change-to-lower grade, the employee will have a minimum of ten (10) calendar days to either accept or reject the offer. If a better offer becomes available during the notice period, the employee's notice will be amended to make a better offer.

**SECTION 11.** The Employer agrees to authorize permanent change of station (PCS) expenses set forth in the Joint Travel Regulations (JTR), for Unit employees placed by the HRO, in a Federal Civil Service position outside the commuting area of their current position as a result of a reduction-in-force or transfer of function.

**SECTION 12.** The Employer recognizes its responsibility to employees affected by reduction-in-force to counsel them as to their placement rights, both during the reduction-in-force and subsequently for all employees affected by demotion or separation. Employees affected by reduction-in-force will be counseled in regard to their rights under existing statutes, regulations, and placement programs. The employee has the right to have their Union representative present during counseling if requested by the employee.

**SECTION 13.** The Employer will maintain pertinent records of a reduction-in-force for at least one (1) year.

**SECTION 14.** In accordance with applicable rules and regulations, it is mutually understood that any career or career-conditional employee who is separated because of reduction-in-force will be placed on such priority listings as they are eligible for and for which they enroll.

**ARTICLE 22**  
**CIVIC RESPONSIBILITY**

**SECTION 1.** The Employer and the Union agree that contributing to health, welfare, and relief organizations is strictly voluntary and solely the decision of the individual employee.

**SECTION 2.** Individuals who desire to keep their gift private may use any envelope of their choice without their name being placed thereon, unless they elect to do so. Employees shall be advised of this option at the time of solicitation.

**SECTION 3.** Coercion, overt or implied, shall not be practiced by collectors, supervisors, or other personnel.

**SECTION 4.** The provisions of this Article shall also apply to savings bond campaigns.

**ARTICLE 23**  
**CIVILIAN EMPLOYEE ASSISTANCE**

**SECTION 1.** The Employer agrees to continue the established Civilian Employee Assistance Program and to cooperate with the Union in making these services available to employees. The primary objective of the program is to help and rehabilitate and also:

a. That alcoholism is recognized as a treatable illness and that employees involved in drug abuse or alcohol abuse shall be referred to the Employee Assistance Program for assessment, counseling and referral for treatment or rehabilitation as appropriate.

b. To recognize that employees can be beset with serious personal problems which may affect job performance, for which Management can provide assistance through counseling or referral to appropriate helping agencies in the community.

c. That employees with problems of alcohol abuse, drug abuse, or other problems will receive the same consideration and offer of assistance that is extended to employees having any other illness or health problems.

d. That sick leave or leave-without-pay will be granted for the purpose of treatment or rehabilitation, as with any other illness.

e. That the confidential nature of medical and counseling records of employees with alcohol abuse, drug abuse, or other personal problems will be properly safeguarded.

f. That employees who suspect they may have an alcohol or drug abuse problem, even in the early stages, and those who recognize they have a personal problem not involving substance abuse, are encouraged to voluntarily seek counseling and information on a confidential basis by contacting the individual(s) designated to provide such services.

**SECTION 2.** An employee whose conduct or job performance appears to be impaired as a possible consequence of an alcohol, drug, or other serious personal problem will be given an opportunity to obtain counseling assistance. The Employer may refer an employee to a designated counseling facility. Employees may voluntarily seek assistance from their supervisor, the HRO, a Union Official, or other appropriate recognized counseling facility.

**SECTION 3.** The provisions of the Department of the Navy Drug Free Workplace Program will be followed in cases involving the use of illegal drugs.

**SECTION 4.** The Employer agrees to provide appropriate publicity for the program to keep employees informed as to their rights and benefits, and to notify the Union of changes to this program.

## **ARTICLE 24** **COMMUNICATIONS**

**SECTION 1.** Bulletin board space. The Union will be granted adequate space on unofficial bulletin boards for its exclusive use in areas where members of the Unit work. The size, number, and location of such bulletin boards will be mutually agreed upon by both Parties. The Union will be responsible for posting and removing materials on its bulletin board areas and for maintaining such areas in an orderly condition.

**SECTION 2.** Posting of bulletin boards. The Union may post Union literature, correspondence, notices, etc., as well as official publications of the National Office of IBPO. The Union agrees that such literature will not be posted if it contains items relating to partisan, political matters or material of a libelous or scurrilous nature. A listing of Union Officers and Stewards may be posted on bulletin boards including their names, location, and business phone numbers.

**SECTION 3.** Distribution of literature. Union newspapers, circulars and notices may be distributed by Unit members during non-duty hours of the distributor(s). The Union agrees that such literature will not be scurrilous or libelous.

**SECTION 4.** Copies of agreement. The Employer agrees to provide each employee in the Unit a copy of this Agreement and supplement(s) thereto, plus an additional ten (10) copies for the Union. All new employees who are members of the Unit will receive a copy of the Agreement during appointment processing by the HRO. Amendments will be handled similarly.

**SECTION 5.** The Employer will furnish the Union a listing of names, position titles, grades and work location of all employees in the Bargaining Unit upon written request from the Union. The Union will be allotted thirty (30) minutes to speak to new Unit employees as part of their orientation.

**SECTION 6.** The Employer shall promptly notify employees who receive emergency telephone calls and/or messages.

**ARTICLE 25**  
**HEALTH AND SAFETY**

**SECTION 1.** The Employer will make a continuing effort through formal and informal safety inspections to eliminate or correct safety hazards and provide a safe and healthful place to work in accordance with applicable provisions of the NAVOSH regulations.

**SECTION 2.** Employees are encouraged to identify and report safety hazards through their supervisor, Safety Committees, the Beneficial Suggestion Program, and the Navy Occupational Safety and Health (NAVOSH) employee reporting procedures.

**SECTION 3.** Accidents involving any degree of injury will be promptly investigated to determine the cause.

**SECTION 4.** The Employer and the Union agree that employees must observe safety regulations and practices, wear required protective clothing and/or devices, and that flagrant disregard for such safety requirements may be cause for disciplinary action.

**SECTION 5.** The Employer agrees to continue an Occupational Health Program consisting of:

- a. Annual physical examinations will be required of all Unit members.
- b. Emergency treatment for job-related injuries and illness.

**SECTION 6.** Follow-up medical examinations will be conducted in accordance with applicable regulations, and new employees may be required to participate in a health assessment and physical training program.

**SECTION 7.** Competency for duty examinations will be consistent with the provisions of 5 CFR 339.

**ARTICLE 26**  
**INJURY COMPENSATION**

**SECTION 1.** The Employer agrees to process claims for on the job injury compensation promptly and without delay in accordance with rules issued by the Office of Worker's Compensation Program (OWCP), in accordance with the Federal Employee Compensation Act (FECA).

**ARTICLE 27**  
**DUES WITHHOLDING AGREEMENT**

**SECTION 1.** General. This agreement is based on exclusive recognition granted to the union under provisions of applicable laws and regulations and covers all eligible employees in the applicable Bargaining Unit: (1) who are represented under this recognition; (2) who are members in good standing in the Union; (3) who voluntarily complete or have previously completed a SF-1187, Request for Payroll Deductions for Labor Organizations Dues, or a reasonable facsimile; and (4) who receive compensation sufficient to cover the total amount of the allotment. The Parties agree that the provisions of the Agreement are subject to, and will be governed by, applicable laws, rules and regulations, and will be mutually modified by any future amendments thereto.

**SECTION 2.** Labor Organization Responsibilities. The Union agrees to assume the responsibility for:

a. Informing and educating its members on the voluntary nature of the system for the allotment of labor organization dues, including the condition under which the allotment may be revoked;

b. Distributing to its members the SF-1187, or a reasonable facsimile;

c. Notifying the Employer in writing of:

(1) The names and titles of officials authorized to make the necessary certification of the SF-1187 in accordance with this agreement;

(2) The name, title and address of the allottee to whom remittances should be sent, including how the check should be made out;

(3) Any changes in the amount of membership dues;

(4) The name of any employee who has been expelled or ceases to be a member in good standing in the Union;

(5) Forwarding properly executed and certified SF-1187's to the Employer;

and

(6) Promptly forwarding an employee's revocation in duplicate (SF-1188, Cancellation of Payroll Deductions for Labor Organization Dues) to the Employer when such revocation is submitted to the Union.

**SECTION 3.** Management Responsibilities. The Employer agrees that it is responsible for:

a. Transmitting and processing all the forms and information which are received from the Union and are necessary to implement the voluntary allotment of dues in accordance with this Agreement;

b. Notifying the Union when an employee is not eligible for initiating an allotment because they are not included in the Unit to which this Agreement is applicable. (To facilitate this requirement, all SF-1187's will be sent to the Employer's Payroll Office via the HRO).

c. Having dues withheld on a biweekly basis.

d. Having new amounts of dues withheld upon certification from the authorizing official of the Union;

e. Having remittance checks transmitted biweekly to the Union official designated in writing by the Union, together with a listing of employees for who deductions were made and a copy of all revocation notices received by the Employer during the current payroll period; and

f. Having the following information provided on the remittance listing:

(1) The name of each employee for whom a deduction is being made during the current pay period.

(2) For each employee or group of employees, the following information will be given to the extent applicable:

(a) Identification of the employee by Local as follows: International Brotherhood of Police Officers, Local 810.

(b) Amount withheld.

(3) The total amount deducted.

**SECTION 4.** Joint Stipulations. The Parties to this Agreement agree that:

a. The amount of dues to be deducted as allotments from compensation may not be changed more frequently than twice each calendar year.

b. Administrative errors in remittance checks will be corrected and adjusted as soon as practicable.

**SECTION 5.** Effective dates for action under this agreement. The effective dates for actions under this Agreement are as follows:

a. Starting dues withholding. At the beginning of the first pay period after the date of receipt by the Employer's payroll office of the properly executed and certified original SF-1187.

b. Change in amounts of dues. Beginning of first pay period after receipt of written certification in the Employer's payroll office.

c. Revocation by employees. An employee may revoke their allotment authorization by completing a SF-1188 and submitting it to the payroll office via the HRO. An employee may revoke their allotment authorization only once a year on their personal anniversary date, i.e. the effective date of their original authorization. The SF-1188 will only be accepted by the payroll office during the 30-day period just prior to the employee's personal anniversary date and will be effective at the end of the first full pay period following the employee's personal anniversary date. A date-stamped copy of the SF-1188 will be sent to the Designated Union Representative by the HRO.

d. Termination due to loss of membership in good standing. Beginning of first pay period after date of receipt of written notification in the Employer's payroll office.

e. Termination due to movement outside of the unit covered by the agreement;

(1) If action is effective the first day of the pay period, termination of allotment will be at the end of the preceding pay period. (It must be received by the second work day following the beginning of the pay period.)

(2) If action is effective on any day of a pay period, termination of allotment will automatically be at the end of the pay period.

**ARTICLE 28**  
**USE OF OFFICIAL FACILITIES**

**SECTION 1.** The Employer agrees to allow the use of the Employer designated space for Union meetings on an individual case basis, subject to availability of space and building security requirements. The Union shall request the use of such space in writing at least one (1) week in advance, indicating the space desired and the date and time frame. Such requests must be addressed to the head of the Unit responsible for the building in question. Union meetings must be scheduled for a time outside of the usual working hours of the majority of employees in that building.

**SECTION 2.** The Employer agrees to provide adequate office space of a private character which can be secured for the central operation of the Union. One (1) filing cabinet will be provided if requested by the Union, One (1) phone and computer.

**SECTION 3.** The Union may have installed such commercial service as is desired for on-station calls at its own expense, subject to Base regulations governing telephone installation. All installation and usage charges will be paid by the Union. The cost of installation or moving any phones after initial installation subsequent to the approval of this Agreement will be borne by the Party requesting the relocation.

**SECTION 4.** The Employer agrees to submit the name of the Local President and phone number to the Base Communications Office for inclusion in the Base Telephone Directory.

**SECTION 5.** The costs of future relocations of Union office space will be borne by the Party initiating the request/requirement for the move.

**ARTICLE 29**  
**DIVERSIFIED PROVISIONS**

**SECTION 1.** The Employer agrees to strive to place vending machines in such locations where the personal needs of the employee can best be served.

**SECTION 2.** The Beneficial Suggestion and Incentive Awards Program are designed to encourage employees to submit their ideas to improve operations and to contribute their maximum capability to the accomplishment of the individual activity mission. All Management officials and supervisors will endorse and enthusiastically support this program. All civilian employees are encouraged to participate in this program. Employees are eligible to receive cash and/or honorary awards for their constructive suggestions, inventions, and special achievements.

**SECTION 3.** The Employer agrees to make retirement counseling available on an individual basis focusing on retirement options, severance pay, life insurance, health insurance, and other benefits.

**SECTION 4.** Notices or letters of a personal nature, such as letters of warning or reprimand and indebtedness notices, will be treated as confidential and not be shown or made known to anyone other than the employee and persons with a need to know.

**SECTION 5.** It is agreed that where locker space is currently provided, such practice will continue.

**ARTICLE 30**  
**SENIORITY**

**SECTION 1.** Whenever used in the Agreement and wherever not in conflict with existing law or regulations of higher authority, seniority shall be defined as total employment in the Great Lakes Police Department as an 083. (This definition of seniority will not be used for reduction-in-force). Seniority for overtime scheduling, vacation preference and shift scheduling will be the length of time an employee has within their rank and/or division (i.e. sergeants, patrol, detectives, etc.).

**SECTION 2.** Employees who voluntarily leave the department for a period of time (30 calendar days or less) shall be entitled to accrued seniority upon returning to the department.

**SECTION 3.** Employees who voluntarily leave the department for more than 30 calendar days are not entitled to retain accrued seniority for the purpose of overtime scheduling, vacation preference and shift preference.

**SECTION 4.** Employees on AWOL, LWOP or suspensions, these days will not be counted towards seniority for the purpose of overtime scheduling, vacation preference or shift preference.

**SECTION 5.** Employees who have the same hire and promotion dates will be decided, for cases of seniority, using a coin toss.

**SECTION 6.** Management will maintain the seniority list and a copy will be given to the union upon request, or at a minimum annually.

**ARTICLE 31**  
**EMPLOYEE PERSONNEL RECORDS**

**SECTION 1.** An Official Personnel Folder for each employee shall be maintained in the HRSC in accordance with applicable laws, rules and regulations.

**SECTION 2.** Any documentation not in an open file available to the employee will not be considered for promotion or disciplinary action.

**SECTION 3.** An employee may request to review their Official Personnel folder upon written request to the HRO.

**ARTICLE 32**  
**EMPLOYEE INDEBTEDNESS**

**SECTION 1.** The Employer will not be placed in the position of acting as a collection agency or of determining the validity of contested debts, except when necessary to fulfill the statutory requirements of the Debt Collection Act of 1982 (31 USC 3717) to withhold monies from employee's pay to resolve certain debts.

**ARTICLE 33**  
**TRAVEL**

**SECTION 1.** The Employer will, to the extent practicable, schedule the travel of an employee within the regularly scheduled workweek of the employee, i.e. during regular working hours.

**SECTION 2.** If travel is performed outside of an employee's regularly scheduled work hours, the employee will be paid in accordance with applicable regulations.

**ARTICLE 34**  
**DISCIPLINARY AND ADVERSE ACTION**

**SECTION 1.** Disciplinary actions and adverse actions shall only be taken for just and sufficient cause. Disciplinary actions and adverse actions taken by the Employer will be in accordance with applicable statutes and regulations; procedures specified in the 5 CFR 752, Title 5 USC Chapter 75, 5 CFR 432, and 5 USC 4303. Disciplinary actions are not administered to punish an employee but as an avenue to correct conduct/behavior.

**SECTION 2.** An employee has the right to be represented by the Union during any examination by a supervisor or Management official in connection with an investigation, if the employee reasonably believes that the examination might result in disciplinary action against the employee and the employee requests Union representation. An employee will be in a duty status during a disciplinary interview. The interview will normally take place at the Officer's unit assignment or other appropriate location at the Great Lakes Naval Station. If an employee is asked to sign a written statement as a part of a disciplinary investigation, the employee will be given a copy of the statement upon request.

**SECTION 3.** Under normal circumstances the Employer agrees to informally discuss with the employee and their designated Union representative, the basis for any proposed disciplinary/adverse action prior to its being reduced to writing. The Employer will carefully consider the employee's and the Union representative's view.

**SECTION 4.** When the basis for potential disciplinary action is a complaint or information against an employee by a person other than someone in the chain of command over the employee and the matter was not observed, or it is not otherwise verifiable by the employee's supervisor, such complaints will normally be obtained in writing and signed by the complainant. However, the absence of a signed complaint is not to be construed as a prohibition against the Employer's right to investigate oral complaints or information and to take appropriate action, consistent with the regulations or policies pertinent to such action. A written copy of the final disposition shall be made available to the employee upon written request.

**SECTION 5.** In all disciplinary and adverse actions, the employee will be furnished an extra copy of any notice of proposed action or notice of decision if they so desire. The information upon which the Employer relied on to propose the action will be furnished to the employee or their designated representative upon request. The information will be supplied within five (5) calendar days of the request. An employee's administrative appeal rights will be set forth in the notice of decision.

**SECTION 6.** Disciplinary actions (suspensions of 14 calendar days or less and Letters of Reprimand) and adverse actions (removals, suspensions of more than 14 calendar days, reduction in grade or pay, or furlough for 30 calendar days or less) which are grieved will be processed under the negotiated grievance/arbitration procedures of the

Agreement, beginning with the step of the grievance/arbitration procedures immediately above the official who took the action. Informal disciplinary actions are not grievable (e.g., verbal reprimands, letters of caution) except in instances where the action is a prohibited personnel practice under 5 USC 2301 and 5 USC 2302(b).

**SECTION 7.** Appeals of adverse actions will be processed either under the negotiated grievance/arbitration procedures of this Agreement or through appeal to the Merit Systems Protection Board, but not both.

**SECTION 8.** If a disciplinary or adverse action which has been effected is subsequently completely reversed on appeal, the Employer will ensure that all evidence of the erroneous action is removed from the employee's Official Personnel Folder and any supervisory working files. Said Officer will be notified in writing that the erroneous action has been removed.

**ARTICLE 35**  
**GRIEVANCE PROCEDURES**

**SECTION 1.** The purpose of this Article is to provide a mutually acceptable method for the prompt and equitable settlement of employee, Union, or Employer grievances.

**SECTION 2.** A grievance means any complaint:

- a. By any employee(s) concerning any matter relating to the employment of the employee(s) in the Bargaining Unit; or
- b. By the Union concerning any matter relating to the employment of any employee(s) in the Bargaining Unit; or
- c. By an employee(s), the Union, or the Employer concerning:
  - (1) The effect or interpretation, or claim of breach, of this Agreement; or
  - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.
- d. Except that this Article shall not apply with respect to a grievance concerning:
  - (1) Any claimed violation relating to prohibited political activities; or
  - (2) Retirement, life insurance, or health insurance; or
  - (3) A suspension or removal in the interest of national security (5 USC Section 7532); or
  - (4) Any examination, certification or appointment; or
  - (5) The classification of any position which does not result in the reduction in grade or pay of an employee; or
  - (6) The termination of probationary employees and trial-period employees; or
  - (7) Appeals of reduction-in-force actions; or
  - (8) Within-grade increase denials; or
  - (9) Equal Employment Opportunity complaints involving an allegation of discrimination; or
  - (10) Disciplinary actions for temporary, probationary and trial-period employees.

**SECTION 3.** The negotiated grievance procedures shall be the exclusive procedure available to the Parties and employees in the Bargaining Unit for resolving a grievance provided, however, that if an alleged grievance also constitutes an alleged unfair labor practice, the aggrieved party has the option to seek redress under this Article or under the unfair labor practice procedures, but not both.

**SECTION 4.** Employees may not be represented under this negotiated grievance procedure except by representative(s) designated by the Union. However, any employee or group of employees in the Unit may present such grievances to the Employer and have them resolved as long as the resolution is not inconsistent with the terms of the Agreement and the exclusive representative is accorded the right to be present during the grievance proceeding.

**SECTION 5.** If the employee elects to be represented by the Union, copies of all correspondence addressed to the employee will also be furnished to the Union.

**SECTION 6.** An aggrieved employee affected by an alleged prohibited personnel practice as defined in 5 USC 2302 (b) (1); a removal or reduction in grade based on unacceptable performance under 5 USC 4303; or an adverse action under 5 USC 7512, may raise the matter under a statutory procedure or the negotiated grievance procedure, but not both. For the purpose of this section and pursuant to 5 USC 7121, an employee shall be deemed to have exercised this option when the employee files a timely notice of appeal under the appellate procedure or files a timely grievance in writing under the negotiated grievance procedure.

**SECTION 7.** Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Union agree that every effort will be made by Employer and the aggrieved party/Union to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be considered as reflecting unfavorably on an employee's good standing, performance, loyalty, or desirability to the organization.

**SECTION 8. GROUP GRIEVANCE.** A like grievance involving the same basic issue(s) by a group of employees shall be processed as a single grievance for employees who elect Union representation consistent with Section 4 above. If the number of grievants is three (3) or less, one (1) will be chosen to be present at processing. Two (2) will be present if the number of grievants is four (4) to six (6), and three (3) if there are more than six (6) grievants. This section is not applicable to employees who exercise their statutory appellate rights.

**SECTION 9.** Procedure. The following steps are established for the resolution of grievances:

**NAVAL STATION**

- STEP 1 - Immediate Supervisor
- STEP 2 - Chief of Police
- STEP 3 - Department Director
- STEP 4 - Commanding Officer or designee

**STEP 1.** An employee who has a complaint, problem or inquiry may submit a written grievance to their immediate supervisor. The written grievance must be submitted within ten (10) calendar days after the matter in question, or the date which the employee became aware of the matter. The grievance shall state the nature of the grievance and, where applicable, the date, time and place of the incident that gave rise to the grievance; and, if known, the particular article or section of the contract, regulations and/or instructions that have allegedly been violated; the matter over which

the employee is dissatisfied; the remedial relief being sought; and all other information relevant to an understanding of the grievance. It is the obligation of the supervisor and all other participants to attempt a realistic and equitable resolution of the matter. The supervisor shall meet with the employee and the representative no later than seven (7) calendar days after receipt of the written grievance to discuss a resolution to the grievance. This meeting is not required if the requested relief is granted. The grievance will be answered in writing no later than ten (10) calendar days following such meeting.

**STEP 2.** If the employee is dissatisfied with the decision given at Step 1, the grievance shall be submitted in writing to the Chief of Police within ten (10) calendar days after receipt of such decision. The written grievance shall include a copy of the Step 1 grievance filed and a copy of the Step 1 official decision if provided. It is the obligation of the Chief of Police and all other participants to attempt a realistic and equitable resolution of the matter. The Chief of Police shall meet with the employee and the representative no later than seven (7) calendar days after receipt of the written grievance to discuss a resolution to the grievance. This meeting is not required if the requested relief is granted. The grievance will be answered in writing no later than ten (10) calendar days following such meeting. In the absence of the Chief of Police, his designee shall act as reviewing official for this step.

**STEP 3.** If the employee is dissatisfied with the decision at Step 2, the grievance shall be submitted in writing to the Department Director within ten (10) calendar days after receipt of such decision. The written grievance shall include a copy of the Step 2 grievance filed and a copy of the Step 2 official decision if provided. It is the obligation of the Department Director and all other participants to attempt a realistic and equitable resolution of the matter. The Department Director shall meet with the employee and the representative no later than seven (7) calendar days after receipt of the written grievance to discuss a resolution to the grievance. This meeting is not required if requested relief is granted. The grievance will be answered in writing no later than ten (10) calendar days following such meeting.

**STEP 4.** If the grievant is dissatisfied with the decision at Step 3, the grievance shall be submitted in writing to the appropriate official designated within ten (10) calendar days after receipt of such decision. The grievance shall include a copy of the Step 3 official decision if provided. The Commanding Officer or the designated representative, with other representatives, shall meet with the employee and the Union President or his designee no later than seven (7) calendar days after receipt of the written grievance to discuss a resolution to the grievance. This meeting is not required if requested relief is granted.

The grievance will be answered in writing no later than ten (10) calendar days following such meeting.

## **SECTION 10**

a. In lieu of the step-by-step procedures set out in Section 9 of this Article, the Union may submit a written grievance to the Employer concerning any of matters set forth in Section 2c of this Article. Such a grievance must be submitted in writing to the Commanding Officer or his designated representative within fifteen (15) calendar days after the occurrence of the fact which gave rise to the grievance, or the date the Union became aware of the matter. Upon receipt of the grievance, the Union and Employer representatives (no more than two (2) representatives for each party) shall meet within seven (7) calendar days to discuss the grievance. A written decision will be issued to the Union within ten (10) calendar days after the meeting. If the Union is not satisfied with the decision, it may appeal the decision to arbitration in accordance with the provisions of Article 36, such appeal must be made within twenty (20) calendar days after receipt of the written decision if provided.

b. It is understood that the Union's right to grieve pursuant to this section does not apply to a Union grievance filed with or for individual employee(s). If such a grievance by the Union is filed incorrectly as an institutional grievance, the Union shall have ten (10) calendar days from the date of the challenge to remedy the error should one exist.

**SECTION 11.** When Employer grievances arise, they will be initiated by the Commanding Officer or designee and submitted in writing to the Union President or designee. The Commanding Officer or designee will meet within seven (7) calendar days with the Union President or designee to assure that all pertinent facts are made available. The Union President or designee will provide a written decision to the Commanding Officer within ten (10) calendar days after the date of the meeting. If the grievance is not settled by this method, the matter may be referred to arbitration by the Employer. The decision to seek arbitration shall be filed within twenty-eight (28) calendar days after receipt of the written decision.

**SECTION 12.** All time limits referred to in this Article may be extended by mutual consent prior to the expiration of such time limits. Failure of the Employer to observe the time limits contained in this Article, where no extension has been agreed to, shall entitle the aggrieved party to advance to the next step. Failure of the aggrieved party to observe the time limits contained in this Article, where no extension has been granted, will result in termination of the grievance.

**SECTION 13.** The Employer agrees to provide the names and work locations of witnesses, and to make available for testimony witnesses to events which result in discipline and/or grievances.

**SECTION 14.** Nothing in this Article shall prohibit the Union or Employer from having Legal Counsel present as an additional party in any step or procedure stated. In addition nothing in this Article shall prohibit the Employer from having an HRO representative present as an additional party in any step or procedure stated.

## **ARTICLE 36** **ARBITRATION**

**SECTION 1.** Only the Union or the Employer may invoke the procedures set forth in this Article.

**SECTION 2.** The Party desiring to submit a matter to arbitration shall notify the other Party in writing within twenty-eight (28) calendar days following receipt of the written decision at the fourth step. Within five (5) working days after receipt of such notice, the moving Party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) impartial persons qualified to serve as arbitrators. The Parties shall meet within five (5) working days after receipt of the list of arbitrators for the purpose of selecting an arbitrator. The following procedure shall be used:

- a. If the date of the transmittal letter from FMCS is an even number (i.e., the 2nd, 4th, etc.), the Union shall make the first strike from the list.
- b. If the date of the transmittal letter from FMCS is an odd number (i.e., the 1st, 3rd, etc), the Employer shall make the first strike.
- c. The other party shall strike one (1) name from the list. The Parties shall repeat the procedure until one (1) person remains on the list, which person shall be the duly selected arbitrator.

**SECTION 3.** Prior to the hearing, the Parties will meet to develop a statement which will contain the precise issue to be resolved by the arbitrator. If the Parties are in agreement as to the precise issue to be resolved, the statement shall be submitted jointly. If agreement cannot be reached, each party will submit to the arbitrator a statement regarding its perception of the issue. A copy of the statement shall concurrently be furnished to the other Party. If more than one (1) issue is involved and the Parties are in agreement as to some but not all issues, the Parties shall jointly submit a statement covering those issues where there is agreement, and separately submit statements on those issues where there is disagreement. The separate statement shall be submitted concurrently to the arbitrator and to the other Party. With respect to the issues which have been separately submitted, the arbitrator will be required to determine the issue(s).

**SECTION 4.** The arbitrator's fees and related expenses, if any, shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular hours (9:00 am to 5:00 pm) of the basic workweek. All participants in the hearing who are employees of the Employer shall be in a duty status; however, overtime will not be authorized or paid. The costs of transcripts, if requested, shall be borne by the Requesting Party.

**SECTION 5.** Either Party shall have the right to submit a post hearing brief subject to a submission date established by the arbitrator. The arbitrator is expected to render a decision within thirty (30) calendar days from the closing of the hearing or the submission date established for the filing of a post hearing brief.

**SECTION 6.** The arbitrator shall have no authority to change, modify, alter, delete, or add to the provisions of this agreement. The arbitrator's authority shall be limited to the interpretation or application of the provisions of this Agreement and the decision shall be confined to issues specifically defined and related thereto. If no exception to an arbitrator's award is filed during the 30-day period beginning on the date the award is served on the Party, the award shall be final and binding.

**SECTION 7.** Either Party may file an exception to the arbitrator's award with the Federal Labor Relations Authority under regulations prescribed by the Authority, except that exceptions to an arbitrator's award in connection with a grievance filed under either Article 15 Section 2, or Article 34 Section 6, of this Agreement shall be handled in accordance with the requirements of 5 USC 7121 (f). A copy of such exceptions shall be provided concurrently to the other Party.

**SECTION 8.** Any dispute over the interpretation of an arbitrator's award shall be returned to the arbitrator for settlement.

**SECTION 9.** If there is a dispute concerning the arbitrability or grievability of a grievance, the arbitrator shall hear arguments regarding both arbitrability/grievability and the merits of the case at the same hearing. However, the Parties may mutually agree otherwise in instances such as highly complex cases which would involve several days of hearings.

**ARTICLE 37**  
**DURATION OF AGREEMENT**

**SECTION 1.** This Agreement will remain in full force and effect for three (3) years from the date of DoD approval. It is understood by the Parties that this Agreement is subject to the right of review by the Agency as provided for in the Statute.

**SECTION 2.** Either Party may give written notice by certified mail to the other of a desire to renegotiate this Agreement, not more than 105 days nor less than 60 days prior to the expiration date. If neither Party gives notice during this period, then this Agreement will be automatically renewed for one (1) additional year from the anniversary date, except that it must be brought into conformance with applicable laws and published policies and regulations of appropriate authorities and approved prior to renewal. Additional one (1) year renewals will be effected so long as neither Party gives notice during the open period.

**SECTION 3.** This Agreement constitutes the complete and entire agreement between the Parties. This Agreement supersedes and cancels all prior practices and agreements whether written or oral which conflict with the express terms of this Agreement. The Parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the Parties waive the right to negotiate on any issue whether known or unknown and that the understandings and agreements reached by the Parties after the exercise of that right and opportunity are set forth in this Agreement.

**SECTION 4.** During the duration of this Agreement, either Party may notify the other in writing of its desire to negotiate supplemental agreements. Supplemental agreements will be limited to:

- a. Changes in applicable laws and regulations from higher authorities which could affect Unit employees; and
- b. Subjects which were discussed during negotiations and were deemed non-negotiable but were subsequently found to be negotiable either by decision of the Federal Labor Relations Authority or by withdrawal of the claim of non-negotiability by the Employer or Department of Defense.

**SECTION 5.** In situations covered by Sections 4a and 4b above, negotiations will begin as soon as possible, but in no event more than 45 days after a written negotiability decision is received by the Employer. Negotiations shall be conducted under the ground rules used for negotiating this Agreement. Agreements reached will be made an addendum to this Agreement and shall have the same duration as this Agreement. Supplemental agreements are also subject to review and approval.

**ARTICLE 38**  
**MISCELLANEOUS ITEMS**

**SECTION 1.** (REPLACEMENT OF PERSONAL PROPERTY). Unit members requiring reimbursement for damaged personal items (i.e., eye glasses, contact lens, prescription sun glasses, and non-government owned equipment) that are damaged or broken during the course of the employee performing work in an official duty status (unless it is shown that the employee was grossly negligent) shall submit required documentation for such reimbursement to the immediate supervisor.

**SECTION 2.** (FUNERAL EXPENSES). Funeral expenses in accordance with Title 5 U. S. C. 8134 will be paid to a unit member's family if death results from an injury sustained in the performance of duty.

**SECTION 3.** Employment and continued employment is subject to clearance following a complete background investigation.