

**Collective Bargaining Agreement**

**Between**

**Commander Navy Region Southwest**

**And**

**Fraternal Order of Police**

**California Lodge 12**

**Effective Date: 1 October 2016**



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## PREAMBLE

This AGREEMENT is made by and between the Department of the Navy, Department of Defense Commander Navy Region Southwest, San Diego Metro, CA (hereinafter referred to as the "Employer") and the Fraternal Order of Police California Federal Lodge 12, (hereinafter referred to the "Union" or "FOP".) and collectively referred to as the "Parties. For the purpose of clarity in this Agreement, Bargaining Unit Employees are 0083 Police Officers and 0085 Guards and are referred to as "Employees" for the purposes of this Agreement. Further, the term "days" as used in this Agreement, refers to "calendar days" unless specifically stated to the contrary.

The Department of the Navy, Navy Region Southwest, San Diego, CA recognizes the FOP as the exclusive bargaining representative of all 0083 Police Officers, and 0085 Guards employed by Navy Region Southwest, San Diego, CA, Department of the Navy, Department of Defense, excluding all management officials, supervisors, as defined in 5 U.S.C. 7103(a)(10), professional Employees and employees described in 5 U.S.C. '7112(b)(2), (3), (4), (6) and (7), and as determined by the Federal Labor Relations Authority in Case SF-RP-05-0028.

The FOP recognizes its responsibility as the exclusive representative to represent the interests of all bargaining unit Employees without discrimination and without regard to FOP membership status. If the bargaining unit described in this section is amended to include other employees, those employees will be covered by this Agreement.

It is the intent and purpose of the Parties by this Agreement to promote and improve the effectiveness of the Employer, as well as the Federal Service, to safeguard the public interest, protect the rights of Employees, and to encourage and facilitate amicable settlement of disputes involving conditions of employment within the meaning of Chapter 71 of Title 5 of the United States Code, hereinafter referred to as the Federal Labor Management Relations Statute or FLMRS.

Through this Agreement, the Parties intend to maintain a safe, healthy, and quality workplace by fostering an atmosphere where people are treated fairly and equitably, with mutual respect for one another. We will work together to fulfill the promise and accomplish the mission of the Employer.

For purposes of this Agreement, the term Employer is identified as any element of the Agency who exercises direct or indirect supervision over members of the bargaining unit.

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

The Parties agree that this Agreement will not foreclose future bargaining, if appropriate, over specific actions by the Employer.

Now, therefore, the Parties further agree as follows,

## **ARTICLE 1 RECOGNITION AND UNIT**

**Section 1.** The Employer recognizes the FOP as the exclusive representative of all Employees in the unit as defined in Section 2 of this Article. Such recognition shall continue as long as the FOP is the exclusive representative of the Employees under the criteria set forth by the Federal Labor Relations Authority. The FOP recognizes the responsibilities of representing the interests of all unit Employees without discrimination and without regard to membership in the FOP.

Any provision of this Agreement is a valid exception to and will supersede any existing or future Employer rules, regulations, orders, and practices which conflict with the Agreement, except to those regulations in which a compelling need exist.

All other matters not addressed by this Agreement shall be governed by past practice and published Employer policies and regulations in existence at the time the Agreement was approved and by subsequently published employer policies and regulations required by law. In accordance with the Statute.

**Section 2.** The Unit to which this Agreement is applicable is composed of all 0083 Police Officers, and 0085 Guards, of the Department of the Navy, Commander, Navy Region Southwest (COMNAVREGSW), San Diego, California.

Excluded are professional employees; other nonprofessional employees of COMNAVREGSW; management officials; supervisors; and employees described in 5 U.S.C. § 7112(b) (2), (3), (4), (6), & (7) .

## **ARTICLE 2 PROVISIONS OF LAWS AND REGULATIONS**

**Section 1.** In the administration of all matters covered by this Agreement all management officials, the FOP and Employees are governed by existing and future laws; rules or regulations in

effect upon the implementation date of this Agreement. However, in any conflict between the terms of this Agreement and any of the provisions of any rule, regulation, policy or procedure, issued during the life of this Agreement, the terms of the Agreement will govern.

**Section 2.** Provisions of this Agreement which refer to duties or responsibilities of specific supervisors, managers, or organizational elements are intended as a guide as to how to handle a particular situation. The employer retains the discretion to determine which personnel and organizational elements will perform the work. The FOP retains the discretion to Impact and Implementation (I&I) the effects on working conditions.

**Section 3.** Should any part of this Agreement or any provision contained herein, be rendered or declared invalid by a court with jurisdiction over this Agreement or the FLRA, then invalidation of such provision(s) of this Agreement shall not invalidate those unaffected portion(s) or provision(s) contained in this Agreement and they shall remain in full force and effect. Specific portions or provisions of this Agreement may be opened by mutual consent by both parties. Unless otherwise provided for under applicable statute or regulation, the word "days" refers to calendar days. Whenever any calculation of days is required by this Agreement, "Day 1" shall be defined as the first full calendar day immediately following the day an event occurs that triggers the calculation. If the last day of the calculated period of days is a Saturday, Sunday, or a Federal Holiday, the last day of the period shall be the next calendar day that is not a Saturday, Sunday, or Federal Holiday. Federal Holidays shall be those defined in 5 U.S.C. §6103 and recognized by the Office of Personnel Management.

### **ARTICLE 3**

#### **MATTERS APPROPRIATE FOR CONSULTATION OR NEGOTIATION**

**Section 1.** It is agreed and understood that matters appropriate for negotiation between the PARTIES are personnel policies and practices and matters affecting the terms and conditions of employment of Employees in the unit which are within the discretion of the EMPLOYER. Such negotiations will be in accordance with the requirements of 5 USC 71. The EMPLOYER will not unilaterally change any provisions of this Agreement. The Employer will also not implement any new regulation, policy, or practice that is within the discretion of the EMPLOYER without affording the FOP the opportunity to bargain concerning the change and/or the impact and implementation of the change.

**Section 2.** The following will constitute the procedure for

notification and a request to bargain:

Step 1. As soon as practicable, but not less than fourteen (14) calendar days prior to the intended implementation date, the Employer shall notify the FOP in writing, that the Employer intends to make a proposed change, and the purpose for the change and will also advise the FOP of the proposed implementation date. The FOP shall acknowledge written receipt of the Employer's notification.

Step 2. Within fourteen (14) calendar days after the FOP's receipt of the notification provided in Step 1 above, the FOP, if it desires to negotiate the proposed change, shall submit a written notification to the Employer to that effect and attach its written proposal(s) for the Employer's consideration. The Employer shall acknowledge written receipt of the FOP'S notification and proposal(s). If the FOP does not request to bargain within the aforementioned time frame the Employer may implement the change and the FOP waives any further request to bargain on the issue and/or waives the filing of any appeal to include but not limited to grievances and unfair labor practice charges.

Step 3. Upon receipt of the FOP's request to negotiate and its written proposal(s), the Employer shall confer with the FOP within fourteen (14) calendar days, or a date beyond fourteen (14) calendar days that is mutually agreeable to the Employer and the FOP, to negotiate concerning the proposed change(s) with the intent in mind of reaching mutual agreement.

Step 4. Upon reaching a mutual agreement, the understanding reached shall be reduced to writing and duly executed by an authorized representative of the Employer and FOP. In the event that after good faith and diligent efforts on the part of the FOP and the Employer; a mutual agreement cannot be reached, either the Employer or the FOP may declare that an impasse has occurred. The declaring party shall take all necessary and proper written action to resolve the impasse in accordance with governing law, rule, and regulations.

**Section 3.** Negotiation teams will be composed of an equal number of representatives present on official time.

**Section 4.** Negotiations under this Article normally takes place in the Employer's facility.

**Section 5.** The point of contact for the purpose of consulting and or negotiating on any issue regarding the administration or application of this agreement shall be the duly elected President for the FOP or his/her designee and the NRSW Regional



Force Protection Program Director or his/her designee for the Employer.

**ARTICLE 4**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES**

**Section 1.** Nothing in the Collective Bargaining Agreement shall affect the authority of Management officials to exercise the Management rights delineated in the Civil Service Reform Act, 5 U.S.C. § 7106, which states:

- (a) Subject to subsection (b) of this section, nothing in this chapter shall affect the authority of any management official of any agency
  - 1. to determine the mission, budget, organization, number of employees, and internal security practices of the activity; and in accordance with applicable laws;
    - A. To hire, assign, direct, layoff, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
    - B. to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted;
    - C. with respect to filling positions, to make selections for appointments from
      - i. Among properly ranked and certified candidates for promotion; or
      - ii. Any other appropriate source; and
    - D. To take whatever actions may be necessary to carry out the agency mission during emergencies.
- (b) Nothing in this section shall preclude any agency and any labor organization from negotiating.
  - 1. At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
  - 2. Procedures which management officials of the agency will observe in exercising any authority under this section; or

3. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials."

The employer agrees and acknowledges that higher level responsibilities such as watch commander and patrol supervisor experience is beneficial when competing for promotion. Bargaining unit employees who qualify for these positions will be afforded the opportunity to stand the post.

**Section 2.** The Agency will annually inform the employees of their rights under 5 U.S.C. 7114(a) (2) (B).

**Section 3.** The Employer will make a reasonable effort to conduct discussions between supervisors and employees, other than run-of-the-mill work conversations, in private.

**Section 4.** If an employee is to be served with a warrant or subpoena, the Employer will make a reasonable effort to ensure it will be done in private to the extent that the Employer has knowledge of and can control the situation.

#### **Section 5**

(a) The Employer will provide each Employee with a secure locker, if available, large enough to secure their personal belongings, uniforms, and all issued equipment. The lockers shall be located in the same building where roll call or shift briefings take place and shall provide sufficient privacy for Employees to don and doff. Employees will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the work place. It is understood by the parties that Regional Force Protection is a "tenant" on all bases in the Navy Region Southwest. As such, there is no guarantee that locker space will always be available to the FOP. If the NRSW requests the space to be returned to their control the FOP will be given reasonable notice and negotiations for locker space will ensue.

(b) Once Department of Navy promulgates policy for the implementation of HR 218 employer will develop a policy, if necessary, for employees to store personal weapons when transiting to and from work.

**Section 6.** Management and Supervisors will, follow all Force Protection policies, directives, SOP's, the CBA, and in the interest of maintaining a congenial work environment, deal with Employees in a professional manner.

**Section 7.** The Employer shall announce the date, location, and time retirement training will be held. The announcement will be made at least thirty (30) days prior to scheduled date of the training or as early as possible.

## **ARTICLE 5 EMPLOYEE RIGHTS**

**Section I.** Section 7102 of Title 5, United States Code, provides that each Employee "shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each Employee shall be protected in the exercise of such right. Except as otherwise expressly provided in the Civil Service Reform Act, such right includes the right:"

- (a) To act for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to the Congress, the Secretary of Defense or Secretary of the Navy, the Force Protection Program Director, or other appropriate authorities, and
- (b) To engage in collective bargaining with respect to conditions of employment through representatives chosen by Employees under this chapter [of the Civil Service Reform Act]. All bargaining unit Employees will be treated fairly and equitably in all aspects of personnel management, without regard to race, color, religion, national origin, sex, age or disabling condition and with proper regard and protection of their privacy and constitutional rights.
- (c) Employees will, in the interest of maintaining a congenial work environment, deal with supervisors and management in a professional manner.
- (d) An Employee's decision to resign or retire will be made freely and in accordance with prevailing regulations.
- (e) If an Employee is facing removal or termination, the Employee may resign, freely and in accordance with prevailing regulations, any time prior to the effective date.
- (f) An Employee may withdraw his/her resignation prior to the effective date, as long as the withdrawal does not create an administrative disruption in the hiring or commitment to hire a replacement employee. Management will provide the

details relating to the administrative disruption and if possible work with the employee to find an alternate duty location

## **Section 2**

(a) The employer agrees and acknowledges that higher level responsibilities such as watch commander and patrol supervisor experience is beneficial when competing for promotion. Bargaining unit employees who qualify for these positions will be afforded the opportunity to stand the post.

(b) Nothing in this Agreement shall require an Employee to become or to remain a member of the FOP, or to pay money to the FOP except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

**Section 3.** No employee, regardless of labor organization membership, shall be precluded from bringing matters of personal concern to the attention of

(a) The servicing Human Resources Site Office;  
(b) The Dispute Resolution Center;  
(c) The Occupational Safety Office; and  
(d) Civilian Employee Assistance Program Counselor during duty hours.

Employees must receive advance permission to leave the work area if it is necessary to personally visit an office, subject to workload.

**Section 4.** If an Employee reasonably believes that an investigation may result in disciplinary action against him/her, the Employee may request FOP representation. Management will honor this request in accordance with the provisions of the Employee's Weingarten Rights. It is not Management's responsibility to offer FOP representation.

**Section 5.** In the event that a lawsuit is filed against an Employee in his/her individual capacity for actions taken within the scope of his/her employment with the U.S. Government, the Employee may submit a written request for legal representation by the Department of Justice (with a copy to the FOP) in

accordance with 28 C.F.R. § 50.15 Where the Employee is acting within the scope of his/her office or employment, the Westfall Act, 28 U.S.C. § 2679, provides that the exclusive remedy shall be against the United States. Management agrees to forward such requests for representation in an expeditious manner, through the Navy Region Southwest Legal Office and the Navy Litigation Office to the Department of Justice for a determination as to whether representation will be provided. If the Attorney General refuses to certify that an Employee was acting within the scope of his/her employment, the Employee may request review of this decision in the United States District Court in accordance with 28 U.S.C. § 2679(d)(3).

**Section 6.** All Employees have the right not to be subjected to intimidation, harassment, or humiliation in the workplace regardless of any status, background, or class, and the right to be treated in an equitable manner free from arbitrary decisions and action of management such as less favorable shift/work assignment. An employee who is downloaded or subject to other work limiting factors will receive a written notice from a supervisor within two (2) hours of the start of shift or as soon as practical.

**Section 7.** Bargaining unit Employees have the right to consult or meet with a FOP representative and to be represented in a grievance, disciplinary or adverse action, and/or any administrative or appeal process. The Employer agrees to authorize a reasonable amount of official time for both employee and the FOP representative (if a bargaining unit employee) to allow for such consultations/meetings when/if both are in a duty status.

**Section 8.** Employer will consider an Employees request to attend the funerals of Police Officers and Military Personnel on a case-by-case basis. Where Management determines that such presentation is in the, best interests of the employer. Employees detailed to attend such funerals will be in an official duty status and will wear full dress uniform, (i.e., long sleeve shirt, campaign hat, tie, and sidearm). The FOP will identify a minimum of one employee to represent lodge 12 if requests are approved.

FOP members may be allowed authorized official time to attend local, state and/or national events, such as meetings, conferences and conventions. The Employer will have a standing operating procedure (SOP) covering these types of events. A team of subject matter experts, identified by management will be organized to complete these SOP's. Events requested by the FOP will be brought to the employer along with an agenda to allow the employer to determine the official time.

**Section 9.** No bargaining unit employee will be subject to disciplinary or adverse action for refusing to obey an order proven to be unlawful or immoral.

**Section 10.** All GS-0083 employees of the bargaining unit shall be issued their respective DoD Police badges and identification cards issued by the Employer. Management reserves the right to discipline Employees, if found warranted, who misuse such credentials. The Employer recognizes that HR 218 applies to Navy civilian police officers. Pursuant to the Law Enforcement Officers Safety Act and the Law Enforcement Officers Safety Act Improvements Act, under 18 USC 926B, Navy civilian police officers are authorized to carry a concealed firearm. Navy civil service police officers will be provided with photographic identification issued by the Employer once promulgated by higher headquarters, and are permitted to carry this identification both on and off the installation. A police officer who retires after 10+ years of Federal service in the law enforcement field will receive a Retired Police Identification Card.

**Section 11.** Upon request, all retiring GS 0083 bargaining unit members shall, receive a CNRSW Police Identification card marked, "RETIRED".

**Section 12.** The parties acknowledge that Government resources, including but not limited to, computers, telephones, vehicles, and credit cards are for official use only. Employees are encouraged to seek guidance from their Supervisor or an Ethics Counselor in CNRSW/JAG, if necessary, as to what constitutes official use of Government resources. Personal use of Government property or resources may result in disciplinary action.

## **ARTICLE 6 FOP RIGHTS AND REPRESENTATION**

**Section 1.** The Employer will provide the FOP with a listing of websites where copies of OPNAVINSTs and directives (including updates), may be viewed. The Employer will notify the FOP when special announcements and directives from higher authority to which the command is subject, which relate to personnel policies, practices, or conditions of employment, are issued.

- (a) All new Employees within the bargaining unit will be informed that the FOP is the exclusive representative of the Employees within the bargaining unit. The Employer agrees to provide the FOP with a monthly gain/loss report indicating the names, grades and dates of entry of new Employees in the bargaining unit as well as transfers, resignations and retirements of bargaining unit Employees.

- (b) Representatives of the FOP have the right to participate as speakers in orientation sessions for new bargaining unit Employees. If the Employee(s) will not be included in a group orientation, the FOP will be afforded thirty (30) minutes to speak with the Employee(s) during the Employee(s) training period.
- (c) Either the chair of the bargaining team, FOP president, or NFOP Labor services representative will be the spokesman during labor relations discussions.

**Section 2.** In accordance with 5 USC 7114(a)(2)(A) and (B), the FOP will be given the opportunity to be represented at:

- (a) Any formal discussion between one or more representatives of the Employer and one or more bargaining unit Employees concerning any grievance or any personnel policy or practices or other general conditions of employment; or any examination of an Employee in the unit by a representative of the Employer in connection with an investigation if:
  - 1. The Employee reasonably believes that the examination may result in disciplinary action against the Employee; and
  - 2. The Employee requests representation. The FOP understands that it is not the Employer's responsibility to offer FOP representation.
- (b) The Employer will notify the FOP's Representative of any meetings at which the FOP is entitled to be represented at the same time as it notifies other attendees.

**Section 3.** The Employer recognizes the following positions as representatives of the FOP:

- (a) All National and State Lodge Representatives
- (b) All Lodge Executive Board Positions
- (c) Chief FOP Trustee
- (d) Shift Representative/Trustee per shift and alternates who act in the absence of a Trustee

**Section 4.** The FOP will maintain on a current basis, and provide to the Human Resources Office and to the NRSW Force Protection Program Director, a written list of all individuals who are officers or representatives of the FOP and authorized to act on behalf of the FOP. The FOP representatives specified in Section 3 of this Article are the only individuals authorized to

represent the FOP in dealing with Department of the Navy, Navy Region Southwest, San Diego, CA officials.

**Section 5.** The FOP is entitled to participate on any team, committee, or study group as may be authorized by this agreement or as may be otherwise agreed to by the parties.

**Section 6.** In accordance with 5 USC 7114, Navy Region Southwest Force Protection Service, San Diego, CA agrees that unescorted officers of the FOP, National and Local Officials of the FOP and other duly designated representatives of the FOP who are not duty status employees of the Department of the Navy, Navy Region Southwest, San Diego, CA, may be admitted to a base upon advance request to conduct official FOP business pursuant to the following.

Permission to enter any base where FOP Lodge 12 has bargaining unit Employees is subject to the FOP informing the Program Director Regional Force Protection or his/her designee reasonably in advance of:

- (a) Name of visitor or representative;
- (b) FOP position held or relationship with the FOP;
- (c) Expected time of arrival and approximate duration of visit;
- (d) Confirmation that the visit is for official FOP business
- (e) Any Employer official who they wish to contact or the name of the FOP Lodge 12 official sponsoring the visit.

The Employer will, upon reasonable advance notice and request, make best efforts to obtain from the appropriate commanding officer(s) temporary access privileges for extended or multiple visits for visiting FOP officials or representatives allowing unescorted entry onto the base(s). The FOP acknowledges that the Employer has no authority to grant such unescorted access privileges.

It is understood that CNRSW Force Protection is a "tenant" on all bases where bargaining unit Employees are assigned. That being the case, the NRSW Commanding Officer or his/her designee shall coordinate the request for a visit to a base with the Commanding Officer or his/her designee of the base where a visitation is requested. It is understood that the Commanding Officer or his/her designee, of all bases where the FOP has bargaining unit Employees may restrict such visitor to certain areas and/or reserve the right to escort the visitor to any area on the base as security requires. It is understood that the granting of access to the command's base and/or its facilities is solely at the discretion of the Commanding Officer or his/her designee of the command within applicable laws and regulations,



however in no case shall they interfere with an employee's rights to representation under the CBA, if access cannot be granted the interview will be conducted at an alternate location. This Section is inapplicable to any person defined in this Section whom already has permission to enter any base through alternative means.

**Section 7.** The Employer agrees that when it is necessary to reassign a FOP representative/shop trustee from one shift to another for a period of more than two weeks, the **FOP will** be notified in writing as to the reason for the change, normally two weeks in advance, so that the **FOP will** have the opportunity to designate an alternate shop trustee for that shift. In emergency situations, the Employer will notify the FOP as soon as possible.

Except in cases requiring immediate action, the Employer agrees to notify the FOP in writing and meet its obligation under 5 U.S.C. '7101, et. seq. prior to permanently transferring representative/shop trustees from one shift or another.

**Section 8.** The Employer agrees, subject to the limitations of the last paragraph of this section, to reserve a room of sufficient size to accommodate the below listed equipment and with sufficient space for at least four people to meet for the **FOP's** exclusive use as the FOP Office for official FOP business and for the purpose of conducting representation activities.

The Employer will provide the FOP with the following equipment:

- (a) A current computer system with access to the internet and a printer.
- (b) One telephone with incoming/outgoing lines. The **FOP will** be responsible for all costs associated with toll and long distance telephone calls.
- (c) Voice mail capability.
- (d) Telephone directories.
- (e) One (1) standard four drawer or lockable filing cabinet.
- (f) One (1) desk, with three (3) chairs.
- (g) One (1) bookcase.
- (h) Access to a photocopier.
- (i) Employer will provide 3 C lot passes for parking at building one for attendance at official meetings.

In addition, it is understood by the parties that CNRSW Force Protection is a "tenant" on all bases where bargaining unit Employees are assigned. As such, there is no guarantee that this space will always be available to the FOP. If the command in charge of a base where bargaining unit Employees are assigned requests the space to be returned to their control the FOP will be given reasonable notice and negotiations for another office will ensue in accordance with Article 3.

**Section 9.** The Employer will, subject to availability and upon the written request of the FOP, make available internal space for conferences, meetings, and other approved FOP functions relating to bargaining unit Employees at no cost to the FOP. It is agreed and understood that functions relating to internal FOP business will take place during non-work hours. Normally, the request for space will be made at a reasonable time prior to the date desired. Such requests will not be unreasonably denied pursuant to the understanding by the parties that CNRSW Force Protection is a "tenant" on all bases where bargaining unit Employees are assigned. as such, there is no guarantee that any space will be available.

**Section 10.** The Employer will provide secured bulletin boards for the posting of FOP material at all police stations including CNRSW headquarters (building 1), CID, K9 and training. The bulletin boards shall be no smaller than 3 feet by 4 feet in size and shall have lockable doors with the FOP having all keys to the bulletin boards. The Employer shall maintain and repair all FOP bulletin boards provided. The parties agree the FOP will post the names of the FOP representatives on FOP bulletin boards. The FOP will be responsible for advising the Employer of any changes in the listing. The FOP agrees that material posted on its bulletin boards will not be libelous, scurrilous, derogatory or inflammatory. Any dispute concerning the content of any posting, which is alleged to be libelous, scurrilous, derogatory or inflammatory, will be brought to the attention of the FOP Representatives. The FOP agrees to remove the material until the dispute is resolved. The parties agree that where the dispute cannot be resolved they will submit the matter to arbitration as provided for in this agreement.

**Section 11.** The Employer will provide an adequate break room in all precinct headquarters buildings where bargaining unit Employees work. It is agreed the Employer and Employees will be responsible for maintaining the cleanliness of subject break rooms. Each break room shall have a full size refrigerator with a freezer, a microwave oven, sink, and furniture. In those instances where construction or renovation in proximity to such facilities results in an increase in dirt, dust or debris, the

Employer will take reasonable steps to minimize the impact of construction or renovation activities.

**Section 12.** Bargaining unit Employees will be given reasonable access to the Employer's telephones in accordance with applicable federal regulations.

**Section 13.** In the event the FOP requires a parking space for a visitor, such request for parking should be made to the appropriate Employer official as soon as possible but in no event later than 24 hours in advance of the need. The Employer will accommodate such requests to the extent space is available.

**Section 14.** The Employer will provide a copy of this Agreement to each bargaining unit member within thirty (30) days after DoD approval of the agreement. The Employer will also provide a copy of this Agreement to all new Employees on their date of hire. In addition, the contract will be placed on the NRSW G2 or follow on system. The FOP will be provided the opportunity to meet with any new hire within two (2) weeks of the officer or officers date of hire. The employer will make available to new hires applicable Force Protection instructions necessary for their initial training and duties. A link will be provided to the FOP for incorporation into their initial FOP orientation.

**Section 15.** The FOP agrees to accept all eligible Employees as members without discrimination as to race, color, religion, sex, or national origin.

**Section 16.** All new policies, SOP's, post orders, including DLA, etc. will be subject to impact and implementation if requested before implementation takes effect. Any new policies/SOP's will be disseminated to employees using the operational chain of command.

**Section 17.** The Employer and FOP agree to have a meeting monthly to facilitate informal discussions and improve labor and management relations, in addition to the LMC.

## **ARTICLE 7 OFFICIAL TIME**

**Section 1.** Official time is defined as duty time granted to a bargaining unit employee by the Employer for one of the purposes stated in Sections of this Article, without charge to leave or loss of pay when the employee would otherwise be in a duty status.

Official time may not be denied by the Employer if the request meets the requirements of this article. However, subject

to operational needs, the use of official time may be temporarily delayed or postponed until such time as the Employer can permit the Employee to use official time.

The FOP will be authorized up to 400 hours of official time annually to dedicate to representational duties at the FOP office. The schedule and representatives executing this official time will be provided to their supervisors one week prior to its use to allow for scheduling by using official time request form in Appendix A. The expectation is that this official time will normally be utilized for an 8 hour block of time for staffing the office.

## **Section 2.**

Official time may be used for the following activities:

- (a) Discuss complaints, grievances and appeals with Employees and/or other FOP Officials.
- (b) Prepare and present grievances and appeals on behalf of Employees.
- (c) Attend meetings with supervisors and management officials to discuss grievances and appeals.
- (d) Represent Employees in grievance and appeal proceedings; and proceedings before the Federal Labor Relations Authority.

**Section 3.** Officers and Trustees of the FOP will be authorized a reasonable amount of official time away from the job, as mission requirements allow, to perform their representational activities pursuant to the terms and conditions of this Agreement and in accordance with 5 USC 7114. However, official time is not authorized for such activities as solicitation of membership, collection of Employee's dues, campaigning for offices, or other matters pertaining to the internal business of the FOP. Premium pay shall not be provided for activities under this article. This time is provided for the representational activities. Official time may not be used for internal FOP activities.

**Section 4.** FOP officials and trustees will utilize the Request for Official Time Form in Appendix "C" for requesting and recording Official Time used for representational purposes. This form will be submitted to their immediate supervisor. After supervisory endorsement, a copy of the form will be returned to

the FOP Representative and the original will be retained by the Employer. Failure to request official time utilizing this document may result in denial of the official time.

**Section 5.** The FOP agrees that prior to performing appropriate business described in this Article while on duty using official time, officers and trustees shall first request permission from the appropriate on-duty supervisor utilizing the Request for Official Time Form at Appendix "A" of this Agreement. The request for permission shall include a general description of the nature of the business to be transacted, the location of the work to be performed, the name of the employee and the approximate duration of the absence.

The Employee and the officer/trustee will report their return to work to the appropriate supervisor on duty. If permission to meet with an employee is rescheduled beyond the end of the employee or representative/trustee's shift, the timeliness or other deadlines affected by the rescheduling shall be extended by period of time equal to the delay in rescheduling. An extension under these circumstances shall not be less than one(1) calendar day.

The parties agree the President of the FOP, if an bargaining unit employee, may require a reasonable amount of official time to facilitate additional representational duties. All FOP representatives who are requesting to perform representational activities will notify his supervisor as far in advance as possible.

**Section 6.** The FOP recognizes the unique nature of the Force Protection mission in the Agency and its responsibility to ensure that its representatives do not abuse their use of official time by unduly absenting themselves from their assigned duties and that such representatives will make every effort to perform representational functions in a timely and expeditious manner. The Parties will cooperate in any inquiry and /or investigation into the abuse of official time.

**Section 7.** If a request for official time is disapproved in whole or in part, the FOP may seek immediate review of the disapproval by the Force Protection Director or designee. Alternatively the FOP may designate another representative to represent the FOP in the matter involved.

**Section 8.** Any dispute over the use of official time may be resolved through the negotiated grievance procedure or the FLRA but not both.

**Section 9.** During the first year of this Agreement, the Employer

agrees to provide up to 280 hours of official time for the entire local's officers and trustees, to attend training sessions sponsored by the FOP or other bona-fide organization when the purpose of such training is to provide information, briefing or orientation relating to matters within the scope of the Statute and rules and regulations issued there under, involving the implementation of this Agreement and/or personnel policies, practices and/or working conditions. This does not include representational meetings. The parties understand this training must have prior approval by the Employer, and must be of mutual benefit to the Employer and the FOP. The parties agree any request for training will be subject to operational mission requirements.

## **ARTICLE 8 LABOR MANAGEMENT COMMITTEE**

**Section 1.** This agreement has been made in the spirit of problem resolution and reflects mutual cooperation in labor-management relations. It is the intent of the Parties that labor management conflicts arising during the life of the Agreement be resolved promptly and informally whenever possible. To that end, the Parties will make every effort to expeditiously bring such problems or disputes to the attention of the other. If resolution is not possible, conflicts will be resolved as per this Agreement or any other means available to the Parties.

**Section 2.** To facilitate the processes of information sharing and discussion of general matters of concern to either party, a Labor-Management Committee is hereby established.

**Section 3.** The Committee will be composed of six members, three representing the FOP and three representing the Employer. Either party may have one additional representative. Each party will keep the other informed of its current members. Both parties can bring additional representatives if mutually agreed upon. In addition the FOP may request department heads (DCOP's, Chief of Detectives, Training Director, K9 supervisor, etc.) to be present, who's attendance will be at the employers discretion.

**Section 4.** Meetings will be conducted as mutually agreeable by both parties each quarter. Each party will submit agenda items at least five (5) workdays in advance of a scheduled meeting. Additional meetings may be held at other times, at the request of either one of the parties at a mutually agreeable time and place.

**Section 5.** Information or matters of concern to a group of bargaining unit Employees, the FOP, and/or the Employer will be appropriate topics of discussion. Normally individual, personal

grievances would not be discussed. Matters appropriate for negotiation may be discussed or may be raised in a separate negotiation meeting.

**Section 6.** Issues or disputes not resolved in LMC meetings will not preclude either party from seeking remedial action through other appropriate procedures.

**Section 7.** It is agreed that the LMC will be the appropriate avenue to discuss the design or construction of any new command center, locker rooms, and/or showers. It is agreed the Employer will keep the FOP informed about the project throughout the process. The FOP will be allowed to make suggestions and comments about any such proposed design or construction changes. It is understood that Regional Force Protection may not have any control over subject design or construction.

**Section 8.** It is agreed that the LMC will be the appropriate avenue to discuss secured parking concerns for bargaining unit members.

**Section 9.** It is agreed that the LMC will be the appropriate avenue to discuss the maintenance and appearance of all vehicles.

**Section 10.** It is agreed that the LMC will be the appropriate avenue to discuss safety equipment and accessories concerns.

## **ARTICLE 9**

### **WORK SCHEDULE, HOURS OF WORK AND SHIFT VACANCIES**

**Section 1.** The Employer will establish shifts, hours of work, and tours of duty.

**Section 2.** Police Officers/Guards. The Parties agree to be amenable to alternate working schedules, manpower permitting. Examples may include the 5-4-9 plan, 4-10s, etc. Work schedules will encompass a 24-hour day, 7 days a week operation. The normal work schedule for Police Officers shall consist of three watches per day. Watch hours will be determined by management with appropriate and timely notification to the FOP. Employees may be allowed up to 15 minutes of duty time prior to lineup and at the end of their shifts to draw/turn in equipment and to change clothes. Employees will not be required to report prior to the start of their scheduled work shifts or be required to stay beyond the conclusion of their scheduled work shifts without overtime/compensatory time.

(a). Training and other management directed meetings after normal working hours:

If the employee is required to attend training or other management directed meetings before or after their normally scheduled working hours, employer will make reasonable efforts to alter working hours to coincide with required training or other management directed meetings.

**Section 3.** Employee's meal periods are part of their regular tour of duty and will continue to be scheduled by supervisors. During the meal period, an Employee remains on duty and is subject to recall. It is understood by the parties that being on call during this paid lunch period the Employees are spending their on-the-job meal period engaged in activities that are predominately for the Employer.

**Section 4.** New hires, at the conclusion of initial training, will be tentatively assigned to a vacancy on a shift. Before the new hire reports to his assignment, Employees with seniority, based on hire date and grade, will be afforded the opportunity to apply for any open assignment. Employees with the desire to change their work site, shift or non-workdays must submit a written request according to Section 7 of this Article.

**Section 5.** Work scheduling by Management encompasses determination of the appropriate administrative work week, tours of duty, shift schedule, number of personnel required, work force balance, leave requirements, training needs, overtime required, etc. The determinations made regarding each of the above listed areas may fluctuate based on factors such as mission requirements, workload, and budget. Work assignments will normally be posted at least one week prior to the beginning of day shift of that day.

(a) Global Changes. Management will notify the FOP before initiating any non-emergency global schedule changes involving all members of the bargaining unit or a majority of the personnel on any given shift. Such I&I negotiations will take place in accordance with Article 3 prior to the proposed implementation date. In addressing such proposed changes, the parties will give consideration to accommodating individuals with long term personal commitments such as college classes, etc. in accordance with Section 6 of this Article. Where the parties have engaged in I&I bargaining but have been unable to reach a mutually agreed resolution, Management reserves the right to implement the proposed change fourteen (14) calendar days after the date of the initial notice. The FOP reserves the right to challenge any action taken by management in the appropriate forum.

(b) Individual Changes. In connection with individual shift



changes, supervisors will consult with the affected Employee(s) at least fourteen (14) calendar days prior to the proposed implementation date unless the employer determines that it would be seriously handicapped in carrying out its functions or if costs would be substantially increased. Whenever practical, Management will solicit volunteers to effect necessary changes. If a voluntary resolution is not possible, Management will give consideration to accommodating individuals with long term personal commitments such as college classes, etc., in accordance with Section 6 of this Article. Before effecting a shift change to provide training, Management will consult with the Employee regarding the possibility of a temporary work schedule change within the CNRSW/Force Protection to provide the necessary training. The Employer agrees to make reasonable attempts to limit individual movement for training.

(c) Emergency Changes. The parties agree that Management has the right to make immediate changes to respond to operational emergencies, providing the affected Employees and the FOP with as much advance notice as is reasonably possible. When the emergency condition no longer exists, the affected employees will be given priority preference in reassignment upon request.

**Section 6.** Hardships. The Employer agrees that involuntary reassignment can cause hardship to an employee. If an involuntary reassignment to a different shift, RDO, or work site causes a bargaining unit employee a hardship, the affected bargaining unit employee claiming the hardship may, with or without the assistance of the FOP, request to remain in his/her current assignment or seek an alternative reassignment by submitting a detailed written memorandum to the Force Protection Director or designee specifying the hardship caused by the reassignment within ten (10) calendar days of notice of the reassignment. Force Protection Director or designee will meet with the affected employee within ten (10) calendar days of receipt of the employee's memorandum to discuss the claimed hardship. The Force Protection Director or designee will within ten (10) days of meeting with the employee respond to the employee in writing and may either leave the affected employee in his/her current assignment, reassign the affected employee with an accommodation, or reject the hardship claim and reassign the employee as scheduled. If the Force Protection Director or designee agrees there is a hardship upon review of the hardship memorandum, the Force Protection Director or designee may dispense with the meeting and grant the employee the requested relief.

**Section 7.** The parties agree that the assignment of work schedules, RDOs, and work sites should include consideration of GS-0083/0085 bargaining unit Employees' seniority with the NRSW

Force Protection Department. The parties further agree nothing in this section will infringe in the right of management to assign work.

The definition of seniority date to be used for consideration

- A. The mission of the Department, including manning and staffing requirements;
- B. The knowledge, abilities, and competencies required for the work assignment or days off.
- C. The GS grade of the competing Employees with preference given to the highest ranking qualified Employee;
- D. The date the Employee is first assigned to the NRSW Force Protection department as a civilian GS-0083 Police Officer/Detective or GS-0085 Guard.
- E. In the event of a tie in seniority, the Leave Service Computation Date ("SCD") will be used.

Prior civilian and/or military service will not be used in determining this seniority date.

All transfers or reassignments will normally be made at the beginning of the pay period.

The following guidelines will be followed when a bargaining unit Employee requests a transfer, changing of days off or reassignment when a vacancy occurs:

1. Bargaining unit Employees interested in changing their current work schedules, RDOs, or work sites will submit a written request to the N3 Operations Installation Security Officer and his/her established chain of command. The Security Officer or his/her designee will create a master list of all bargaining unit Employees requesting a transfer or reassignment and forward the master list to the Force Protection Director or his/her designee. A copy of the master list will be provided to the FOP. The master list will be considered when making assignments to vacant positions within the NRSW Force Protection Department throughout the calendar year. Changes to the master list will be permitted semi-annually throughout the calendar year; Nothing in this section implies the right of an Employee to "bump" another Employee on the master list based upon seniority.

2. Bargaining unit Employees requesting a transfer based upon a hardship shall follow the procedure listed in Section 6 of this Article.
3. The parties agree the following may be reason to deny an Employee's request for transfer or reassignment to a vacant position or special assignment or for removal from or denial of placement of an Employee on the master list:
  - A. Recent administrative or disciplinary action within a two-year period from the date of the Employee's request unless mitigated or cancelled.;
  - B. Ongoing administrative or criminal investigation of the Employee;
  - C. Physical limitations which would prevent the Employee from performing the essential duties of the position; or,
  - D. The Employee is subject to a Performance Improvement Plan or equivalent.
4. The parties agree that assignment of a RDO is a management right and nothing in this section shall infringe upon that right. However, the parties agree seniority, as defined above, shall be taken into consideration when assigning RDOs. The parties agree the guidelines above shall be considered when a RDO become available.
5. The parties agree that an Employee with a request pending will be notified as soon as possible once the request for transfer or reassignment has been approved using the seniority guidelines. The effective date will normally be the pay period following the decision to give the Employee the opportunity to make any necessary personal arrangements.
6. The parties agree individual Employees are responsible for withdrawing their request for a transfer or reassignment. The Employer is under no obligation to determine an Employee's continued interest and availability at the time a requested transfer or reassignment is affected. Employees who fail to withdraw their requests may be subject to a transfer or reassignment they no longer desire.

**ARTICLE 10**  
**OVERTIME PROCEDURES**

**Section 1.** The Employer reserves the right to schedule overtime

work as required. Except in an emergency, the Employer will attempt to distribute such overtime among all qualified employees capable of performing the work in a fair and equitable fashion. In assigning overtime work, the Employer will first seek volunteers from the on-duty shift. If more volunteers respond than are needed for the overtime assignment, the Employee with the most seniority, based on the civilian service compensation date (SCD), will be given the assignment on a rotating basis. In the event that the overtime assignment cannot be filled with volunteers, the Employer may assign work to Employees in the unit. Such assignments shall be made on a rotating basis in inverse order of the SCD.

**Section 2.** Overtime. All hours worked in excess of an Employee's regularly scheduled work shift shall be considered overtime and shall be paid at the rate of one and a half (1 1/2) times the Employee's hourly rate. In lieu of paying an eligible Employee at the time and a half rate for overtime worked, an Employee may request that compensation for overtime worked be in the form of compensatory time off. The Employer may provide that an Employee whose rate of pay exceeds the maximum rate for GS-10 (including any applicable special rate of pay for law enforcement officers or special pay adjustment for law enforcement officers under section 403 or 404 of the Federal Employees Pay Comparability Act of 1990 (Pub. L. 101-509), respectively; a locality-based comparability payment under 5 U.S.C. 5304; and any applicable special rate of pay under 5 U.S.C. 5305 or similar provision of law) shall be compensated for irregular or occasional overtime work with an equivalent amount of compensatory time off from the employee's tour of duty instead of payment under 5 CFR §550.113.

**Section 3.** Any Employee who is called back to perform unscheduled overtime work either on a regular workday after he/she has completed his/her regularly scheduled day of work and left the installation, or on a day outside of his basic workweek, will be given a minimum of two hours pay at the overtime rate.

**Section 4.** Management will maintain at each Precinct a mandatory rotating Overtime Roster. This roster will begin with the Employee with the lowest Service Computation Date (SCD) and proceed alphabetically (for those with identical SCD) through the Employee with the highest SCD. The official SCD for the accumulation of annual leave will be used for this purpose. The Employer shall publish and provide a copy of the SCD Overtime Roster to the FOP whenever it is updated or revised. Once notified of the requirements to work overtime, the notified Employee is responsible for reporting at the specified time. The following procedure may be used to arrange for a substitute:

- (a) When contacted by the Employer, the Employee will acknowledge that they are responsible for working overtime. If they want to substitute an Employee to work in their place, it is the Employee's responsibility to locate an acceptable substitute.
- (b) If the Employee has located a substitute, both the notified Employee and the substitute Employee will promptly confirm the substitution with the Employer.
- (c) For subsections (a) and (b) above, the Employer retains the right to approve or disapprove the reasonable substitution.
- (d) Employees who are assigned by Management to work a special detail (for more than four hours) on overtime will receive credit on the overtime roster. Special details will be posted as far in advance as possible.
- (e) Management will post work schedules identifying scheduled overtime in every precinct one (1) week in advance. Requests for scheduled overtime will be granted based on seniority and operational requirements of the department (e.g. necessary qualifications for the positions requiring overtime). This provision does not address unscheduled overtime.
- (f) Involuntarily assigned scheduled overtime. If no volunteers are available for scheduled overtime, Management will assign the overtime on a rotating basis to the first available qualified Employee on the published SCD Overtime Roster who is normally assigned at the location of the overtime assignment. If no qualified Employees are available at the overtime assignment location, an available qualified Employee located at the next closest location to the overtime assignment will be assigned. If no qualified Employees are available at the next closest location to the overtime location, an available qualified Employee located at the second closest location to the overtime location will be assigned, and so on, until the assignment is filled. It is understood that the Employer has the exclusive right to assign work. Once an Employee is involuntarily assigned overtime, the Employer will consider the involuntary assignment and will normally look to the next available Employee in the rotation for the successive involuntary assignment until everyone on the SCD Overtime Roster has been assigned involuntary overtime. When assigning involuntary overtime, the Employer will make an effort to accommodate leave,

exigencies, and family commitments when assigning overtime involuntarily and will not be precluded from assigning involuntary overtime to an Employee who has already been assigned overtime via the roster if no other qualified employee on the roster is not otherwise available due to leave, an exigency, family commitment, or any other condition making them unavailable to be assigned involuntary overtime.

**Section 5.** Nothing in this section precludes Management from directing Employees to work overtime until persons next up on the rotating SCD overtime roster can be located. If the Employee directed to work overtime works four (4) hours or more, the Employee receives credit on the mandatory overtime roster. The Employee performing the overtime work may inform the Employer if they desire to work only until an Employee on the mandatory overtime roster can report or if they desire to work the whole shift. The Supervisor will render a decision based on the needs of the Employer.

**Section 6.** Employees who volunteer to work overtime will not receive credit on the mandatory overtime roster.

**Section 7.** Maximum hours of Work and Overtime. As a general rule, a police officer will not work more than sixteen (16) hours in a twenty four (24) hour period.

- (a) The sixteen (16) hours may consist of a regular scheduled work shift and an overtime shift. The overtime shift may consist of a call back, scheduled, unscheduled, or mandatory shift. The sixteen (16) hours may also include working back-to-back overtime shifts.
- (b) During times of increased Force Protection Condition (FPCONS), the Installation Security Officer or Deputy Chief of Police may authorize civilian police officers to work more than sixteen (16) hours in a twenty four (24) hour day.
- (c) All overtime will be approved by the Installation Security Officer, Deputy Chief of Police, or designee prior to a person being called into work.
- (d) Personnel will not work overtime while on any type of leave (annual, sick, etc).
- (e) Supervisors may not work overtime on non-supervisory post.

**Section 8.** Employees of the bargaining team/executive board that

are not on duty when meeting with the employer or representing employees may have their schedule adjusted when approved by the employer.

**ARTICLE 11**  
**CHANGING/EXCHANGING TOURS OF DUTY**

**Section 1.** Trading of Shifts. It is understood and mutually agreed to by the parties that the common practice of trading of shifts between unit Employees to substitute for one another on regularly scheduled tours of duty in order to permit an Employee to be absent from work to attend to personal pursuits will be permitted. The following criteria are to be met for trading of shifts:

- (a) The trading of shifts is voluntarily arranged by the Employees participating in the program and subject to prior approval of the Employer. Trading shifts under this section must occur within the same pay period and will not result in the payment of overtime or the accumulation of compensatory hours of work for either Employee.
- (b) The reason for trading of shifts is due, not to the Employer's business operations, but to the Employee's desire to attend to personal matters.
- (c) An Employee who wishes to trade shifts with another Employee will submit a written request on the Trading of Shift form to his/her on-duty first level supervisor. This request must normally be submitted at least seventy two (72) hours prior to the exchange. However, requests for trading of shifts that cannot be submitted prior to the seventy two (72) hour requirement, due to unforeseeable circumstances may be submitted to the appropriate first level supervisor and approved on a case-by-case basis. The requesting Employee's supervisor will coordinate this approval/disapproval with the second Employee's supervisor and notify the Employee of the approval/disapproval. (The second Employee's supervisor is responsible for notifying the second Employee of the approval/disapproval). Requests will not be disapproved arbitrarily. Disapproval, with justification therefore, will be provided in writing upon request of the Employee. Both supervisors will maintain a record of all shift traded (change in work schedule forms/time cards). Exchanges will be between unit Employees of the same grade and with the same qualifications as determined by the Employer.
- (d) It is understood that since the exchange of shifts is voluntary between the Employees who trade, if, as a result of

an exchange or a proposed change between two Employees, the Employees disagree with each other regarding the terms of the exchange, those Employees must resolve the disagreement by themselves. This does not preclude the Employer from taking other courses of action as appropriate.

- (e) The trading of shifts may not result in an Employee working back-to-back shifts.

## **ARTICLE 12**

### **EMPLOYEE PERFORMANCE**

#### **Section 1.** Performance Appraisal System:

- (a) The Employer's Performance Appraisal System provides for the annual appraisal and rating of Employees against critical performance elements and standards established at the beginning of the rating period.
- (b) The Employer has the right to establish critical elements and performance standards. A critical element is a work assignment or responsibility of such importance that unacceptable performance on the element would result in a determination that an Employee's overall performance is unacceptable. A performance standard outlines the performance requirement(s), or expectations(s) that must be met to achieve an acceptable level of performance. A performance standard may include, but is not limited to, quality, quantity, timeliness, and manner of performance.
- (c) Performance Plans. A Performance Plan includes all of the elements that describe the expected performance of an individual Employee. A plan must include all critical elements and their related performance standards. A Plan will be provided to Employees within thirty (30) calendar days after the beginning of each appraisal period, permanent assignment to a new position, and of each detail or temporary promotion expected to last 120 calendar days or longer.
- (d) Progress Review. Employees will be given a performance progress review at least semi-annually. Additional reviews may be given as the supervisor deems appropriate or upon request of the Employee. The Employee's signature does not reflect concurrence with any comments made by the supervisor; it only acknowledges receipt of the form.
- (e) Rating of Record. A performance rating of record will be completed, reviewed and issued to the Employee, normally within thirty (30) calendar days, following the close of



the rating period. The rating of record is the official rating for pay, performance, and retention purposes.

- (f) Close-out rating. An appraisal completed when the Employee or first level supervisor leaves a position after the Employee has been under established performance standards for ninety (90) days or more, but before the end of the rating cycle. Closeout ratings will be documented and used in deriving the rating of record, and in some cases, may become the rating of record.
- (g) The rating period may be extended if an Employee has not been under a Performance Plan, under a particular supervisor, for at least ninety (90) days before the end of the rating period.

**Section 2.** Unacceptable Performance. At any time a supervisor determines an Employee is not performing at an acceptable level in one or more critical elements, a Performance Improvement Plan (PIP) will be implemented. The PIP will only be implemented if the employee has been given a performance plan as required in section "C" above. The purpose of the PIP is to assist the Employee in bringing performance up to an acceptable level, to provide a specified period of time for an opportunity to improve performance, and to place the Employee on notice with regard to repercussions of unacceptable performance. Failure to bring performance up to an acceptable level in critical elements identified in the PIP may result in the Employee being reassigned, demoted, or removed. The reassignment, demotion, suspension, discipline or removal of an Employee may be grieved.

**Section 3.** Within-grade Increases (WGI). An Employee under the General Schedule or the Wage System is entitled to a higher step/rate and shall be advanced to such step/rate at the beginning of the first applicable pay period following completion of the required waiting period provided the Employee has not received an equivalent increase during the waiting period, and the Employee's performance is determined to be at an acceptable level.

- (a) In accordance with 5 C.F.R. 531, a WGI may be postponed and/or denied if an Employee's performance is not at an acceptable level at or before the conclusion of the waiting period.

**Section 4.** Inadmissible Comments. A number of factors must not be included in the report by any of the participants in the rating process. The following subjects are inadmissible in any part of a performance appraisal report:

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

### **ARTICLE 13 EQUAL EMPLOYMENT OPPORTUNITY**

**Section 1.** The parties agree to affirmatively support a policy of equal employment opportunity with regard to conditions of employment. This includes, but is not limited to, a pledge to work positively towards a goal of developing full utilization of Employees skills and abilities without regard to age, race, color, religion, sex, national origin or mental/physical handicap. The Employer agrees to fully comply with all laws, rules and regulations of higher authority that relate to EEO matters.

**Section 2.** The Employer agrees to provide all bargaining unit Employees a work atmosphere free from sexual harassment.

**Section 3.** Any Employee who believes that he has been discriminated against on any of the purviews set forth in this Article may file not more than one, of the following:

(a) A complaint of discrimination with the employer utilizing the traditional complaint process, or with the concurrence of the Employer, ADR (i.e., mediation); or

(b) An appeal to the Merit Systems Protection Board (MSPB) where an action is otherwise appealable to the Board and the Employee alleges the basis for the action was discrimination.

**Section 4.** The Employee shall be deemed to have elected an avenue of redress as outlined in this Section at such time as the Employee files a formal complaint of discrimination; or a written MSPB appeal.

**Section 5.** Employees are encouraged, but not required, to consult an Equal Employment Opportunity Counselor prior to filing a grievance under this Agreement.

**Section 6.** Regardless of the avenue of redress the Employee elects, the Employee is entitled to a representative of his or her choice, if requested, including an attorney, or other representative per the rules regulating the forum in which the matter is brought. In addition, the FOP shall be notified in advance by the employer of any settlement meeting and shall have the right to be present at that meeting.

#### **ARTICLE 14 REDUCTION-IN-FORCE AND FURLOUGH**

**Section 1.** The Employer agrees to notify the FOP in writing of any pending reduction-in-force (RIF) adversely affecting the Employees. Such notice will include reasons for the RIF, number, types, and grades of the positions affected and will be provided to the FOP prior to the issuance of RIF notices to Employees. The Employer will also provide to the FOP a complete retention register with the retention standing of every Employee. In the event of a reduction in force within the Force Protection Program the Employer agrees to adhere to Title 5, Code of Federal Regulations, Part 351. This includes the requirement, but is not limited to the consideration of tenure of employment, veteran's preference, length of service and performance evaluations.

**Section 2.** In the event of a pending RIF, the Employer agrees to seek authority, if it does not already have such authority, for Voluntary Early Retirement ("VERA") and Voluntary Separation Incentive Payments ("VSIP") for eligible Employees. Upon receipt of VERA and VSIP authority, the Employer agrees to provide to the FOP copies of its plans for implementation of these programs.

**Section 3.** In the event of a pending RIF, the Employer agrees to make VERA and VSIP, whichever is appropriate, available as an option to Employees targeted by the RIF or outsourcing in accordance with the authority it has to make these options available.

**Section 4.** In the event of a pending RIF, the Employer will notify each targeted Employee, with a copy to the FOP, of the Employee's eligibility for VERA or VSIP. In the event there are more volunteers for VERA or VSIP, whichever is appropriate, than there are available authorized slots, the slots will be awarded based upon seniority, as that term is defined by the retention register with the most senior Employees given the right of first refusal until all slots have been taken or refused. The VSIP/VERA interest survey notice will also contain a deadline for the Employees to designate interest in accepting VERA or VSIP, whichever is appropriate, if offered. The deadline date will be extended for Employees who are on leave or their RDOs when the survey is published.

**Section 5.** Furloughs: All bargaining unit employees that are first responders, in a full duty status shall be exempted from furloughs when the exemption is provided for during a directed furlough.

## **ARTICLE 15 CLASSIFICATION AND WAGE ADMINISTRATION**

**Section 1.** Upon request, Employees shall be furnished a copy of their official position description and may discuss its contents with their supervisors at any time deemed to be mutually convenient given work load considerations. The official position description contains the principal duties and responsibilities, which may affect the classification, title, series, or grade of the job.

**Section 2.** The purpose of a position description is to describe, for pay and classification, the major duties and skills required of a position. A position description may not list every duty an Employee may be assigned but is to reflect the major duties and responsibilities that are controlling of a position's series and grade. When the term "performs other duties as assigned" or other related duties are used in a position description, the term means tasks, which are related to the position or are of an incidental nature. However, if it is determined necessary, duties may be assigned which are not specifically spelled out in the position description.

**Section 3.** The Employer agrees to notify the FOP of all proposed new or revised GS-0083/0085 classification changes in accordance

with Article 3. All Employees affected by the new PD must be given a new copy by management within fourteen (14) calendar days after being notified.

## **ARTICLE 16 PERSONNEL RECORDS**

**Section 1.** Official Personnel Folders (OPF). The Employer will maintain only one (1) Official Personnel Folder (OPF) for each Employee in the bargaining unit. The contents of the OPF will be secured, maintained and released as prescribed by established employer policy and this Agreement. The OPFs will contain only those records permitted by the Office of Personnel Management and personnel forms prescribed for use by the employer. Employees will have the right to update their OPFs with relevant information.

**Section 2.** Inspection and Copying of the OPF. Each Employee and/or designated representative who has been authorized in writing by the Employee, and when not contrary to law to which the employer is subject, has the right upon request to review or photocopy his/her OPF. The review or photocopying of the OPF will take place only in the presence of an official having custody of the OPF, normally the HRO. If an Employee wishes to review/copy his/her OPF they will notify the HRO who will request the OPF. When received, the HRO will notify the Employee and schedule an appointment to view/copy the documents in the OPF. If the appointment is during the Employee's duty time, the Employee will secure permission from his/her supervisor to attend the appointment. Employees shall have the opportunity to prepare, and present, an amendment concerning any material maintained in the OPF in accordance with 5 CFR SECTION 297.301. Other Employer records and documents maintained under personal identifiers shall be supplied, upon request, in a manner consistent with applicable laws.

**Section 3.** Supervisors may retain supervisory notes, commonly referred to as "memory joggers", in handwritten or database form. Upon request the supervisor will provide a copy of the "memory joggers" to the employee if relied upon in taking the disciplinary action. If the copy is not provided to the employee it will not be admissible in any administrative/disciplinary or adverse actions. These notes are considered to be mere extensions of the supervisor's memory and are not subject to the record keeping requirements of the Privacy Act. The personal notes shall be discarded after two years. These notes shall not be used to circumvent proper disclosure to the Employee nor may they be used to retain information that should be properly contained in a system of records.

**Section 4.** Ghost Files. Ghost files are collections of papers or publications other than supervisory notes as described in Section 3. Ghost files are arranged or classified by an Employee's name and maintained in a folder, case, cabinet or file, kept from the Employee and used by supervisory personnel other than the immediate supervisor in making personnel decisions about the Employee. No supervisor may create or maintain a ghost file on any bargaining unit Employee.

**Section 5.** Disclosure/Disciplinary Action. The Employee/FOP representative has the right to review and copy any record in the OPF or any worksite file which is being used as a basis for disciplinary action.

**Section 6.** Subpoena. In the event that the HRO or Force Protection Office is served with a subpoena for the production of an Employee's records, prior to the release of the Employee's records, the Employer will notify the Employee by providing a copy of the subpoena and the date on which the Employer intends on producing the subpoenaed records. Upon service of a pending Motion to Quash that has been filed with a court of competent jurisdiction, the Employer will then delay the release of such subpoenaed information until such time as a court of competent jurisdiction rules on the motion.

**Section 7.** Medical Information. Medical information about an Employee may be disclosed to that Employee. An Employee will make an appointment with Occupational Health so that he/she and a medical technician from Occupational Health can review pertinent records. A representative designated by the Employee may also make such a request. Each such request by a representative must contain an original signature by the Employee specifying who is the representative, what period of time this designation is to be considered, and the specific issue related to the records being requested. The Employee must sign a records release form "Consent for the Release of Patient Information".

**Section 8.** MEDICAL CLEARANCE . An employee may choose to use the employers Occupational Health physician assistants or at their own expense their personal care physicians to be cleared of any medical issues pertaining to any work related issues. utilizing approved navy documentation as provided by the employer.

**Section 9.** The Employer shall ensure sensitive information of bargaining unit employees is stored securely. Recall rosters shall be securely maintained by the watch commander and shall consist of employee name, primary and secondary recall numbers only.

**ARTICLE 17**  
**MERIT PROMOTION/RECRUITMENT**

**Section 1.** Employer agrees that merit promotion announcements within the Force Protection Program San Diego Metro will be shared with the FOP once the employer is notified of the opening by OCHR via email.

Announcements. All promotion announcements for bargaining unit positions will be in accordance with the Office of Civilian Resources (OCHR) Merit Promotion Standard Operating Procedure 12335.4C. This includes the use of open-continuous announcements for which bargaining unit Employees may apply at any time or Management Identification of Candidate (MIOC) announcements. If MIOC is to be used, the Employer agrees to notify the FOP at least fourteen (14) calendar days prior to issuing the MIOC announcement to bargaining unit Employees.

**Section 2.** Application Deadlines. All applications must be received in compliance with instructions articulated on published USAJOBS vacancy announcements as posted on-line. The FOP is authorized and encouraged to repost the link for all announcements on the FOP bulletin board. In the event MIOC is used, the specific MIOC announcement will include the application deadline.

**Section 3.** Applicable Laws, Rules and Regulations. Promotions will be made in accordance with applicable laws, regulations, employer directives, and this Agreement. If, as a result of a grievance being filed under this article, either the Employer agrees or an arbitrator decides that an Employee was improperly excluded from proper referral for consideration, the employee will receive priority consideration for the next appropriate vacancy for which the employee is qualified. An appropriate vacancy is one at the same series and grade level, which would normally be filled by a competitive promotion process, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable promotion opportunities as the position for which the Employee was improperly excluded.

**Section 4.** Priority Consideration. For the purposes of promotion actions under this article, priority consideration will be given to Employees IAW the established OCHR Merit procedures. Defined as:

(a) The selecting official will give bona fide consideration to those employees on the priority consideration list.

(b) The selecting official will notify the employee of non-

selection under priority consideration. Non-selection under this section will not preclude an employee from subsequent selection from the best qualified list for the same position.

**Section 5.** Information to Employees. Upon request, the following information will be made available to the Employee in the event of a non-selection:

- (a) Whether the Employee was considered for promotion and, if so, whether he/she was found eligible on the basis of minimum qualification requirements for the position; and, if found not eligible, identify deficiencies leading to non-selection so the Employee is aware where he/she may improve. The employee has the right to request a copy of all documentation regarding the employee being found ineligible from OCHR.
- (b) Whether the Employee was one of those in the group from which selection was made; i.e., one of the best qualified candidates available and/or appeared on the promotion list;
- (c) Who was selected for promotion.

**Section 6.** Merit System Principles. The merit promotion program shall conform to all merit system principles and will afford fair consideration for all Employees.

**Section 7.** Posted Qualification. All qualification requirements will be posted on the vacancy announcements at the time the announcement is made.

**Section 8.** Recruitment. Management may, when it benefits the interests of the Department of Navy, designate GS-0083 Police Officers to represent the CNRSW at law enforcement academies, military installations, job fairs and other outreach activities designed to increase the pool of potential candidates.

**Section 9.** When an employee has been promoted to the next higher rank, the employer will provide reimbursement for the initial rank insignias corresponding to the proper rank ( i.e. cloth chevrons for lead police officers.

## **ARTICLE 18**

### **DETAILS AND TEMPORARY PROMOTIONS**

**Section 1.** A detail is the temporary assignment of an Employee to a different position or set of duties for a specified period of time. There is no formal position change; officially, the Employee continues to hold the position from which detailed and



keeps the same status and pay including night differential and Sunday premium if applicable for the shift assigned. Employees on temporary assignment shall be eligible for overtime assignment and pay.

**Section 2.** Details. The Employer agrees Employees shall be recognized for the work performed. Details in excess of thirty (30) consecutive days will be documented and maintained as a permanent record in the Employee's Official Personnel Folder (OPF) via a SF-52. Details of less than thirty (30) days will be recorded, but credit for duties performed in the course of the detail may be claimed and credited when the Employee is being considered for promotion. Critical elements and performance standards must be established within thirty (30) days after the beginning date of a detail, which extends for 120 consecutive days or more. The interim rating received for the detail assignment will be considered in the annual performance appraisal. Employees detailed for 120 consecutive days or more will receive a position description or set of duties and a performance plan within thirty (30) days following the beginning of the detail.

**Section 3.** It is agreed that details may be used to meet temporary needs of the work program of the Employer when necessary services cannot be obtained by other means. Examples of situations in which details might be used include but are not limited to:

- (a) To meet emergencies occasioned by abnormal workload, change in mission or organization or unanticipated long-term absences.
- (b) Pending official assignments; description and classification of new positions; security clearances; and for training purposes (particularly where training is part of an established normal promotional or developmental program).
- (c) As required by the certified drug testing program.

**Section 4.** Temporary Promotions. A temporary promotion is effected when an Employee is temporarily assigned to a position classified at a higher-grade level than his/her regular position, and the Employee shall be appropriately compensated through increase in salary, including night differential and Sunday premium pay if applicable for the shift to which they are assigned.

- (a) A temporary promotion may be effected when: a position is vacant due to the extended absence of the incumbent; to

fill a vacancy until a permanent appointment is made; to assign responsibility for increased workload of a temporary nature; for participation in a special project of limited duration; or other appropriate reasons as determined by the Employer.

(b) Temporary promotions in excess of 120 consecutive days will be made in accordance with competitive promotion procedures. Prior service under all temporary promotions to higher-graded positions during the previous 12 months counts toward this limitation.

(c) An Employee selected for temporary promotion must be advised in advance that it is a temporary promotion and of the circumstances that make a temporary promotion rather than a permanent promotion appropriate. The Employee will be informed of the expected duration of the temporary promotion and of the entitlement to return to the regular or equivalent position.

**Section 5.** The Employer will provide advance notice to the FOP prior to effecting any reassignment, detail or shift change of a FOP official or representative.

**Section 6.** Temporary Promotions and Details. Employees temporarily detailed to a position of higher grade in excess of thirty (30) days but less than 120 consecutive days may, if qualified and eligible for promotion, be temporarily promoted at management's discretion. Temporary promotions or Details to higher-level duties, which is expected to last more than 120 consecutive days, will be made using competitive procedures. The employer shall abide by 5 CFR Part 335 series regarding temporary promotions and details.

**Section 7.** Employees detailed to Lead Police Officer will wear gold in color "sergeant" chevrons collar devices. Lead Police Officers detailed to a lieutenant position will not be required to remove their sewn on "SGT." Patch while in the being detailed in that position.

## **ARTICLE 19 EMPLOYEE DEVELOPMENT AND TRAINING**

**Section 1.** The Parties agree that well-trained, professional Employees are essential to accomplishing the mission of the CNRSW Police (Force Protection). Unlike most CNRSW Employees, the training and credentials of DOD Police Officers are subject to being challenged in judicial proceedings. Proper training is essential for establishing Employee qualifications when DOD Police Officers are summoned to testify in military and civilian

courts or other proceedings. Proper training and certification are also critical from a risk management perspective in the event the employer or individuals are sued for actions taken in the performance of their official duties. The parties therefore agree that, subject to the availability of funds, Management will utilize its best efforts to achieve the common training baseline established in the training SOP. The Employer agrees and will make upon request, a listing of available training for bargaining unit Employees. Training will be scheduled by the first-level supervisor. Classroom training and field training will be in accordance with OPNAV Instructions.

**Section 2.** Commitment to Train. The Employer and the FOP recognize the need to provide training and instruction to unit Employees in order to develop a skilled workforce, capable of meeting and performing the mission requirements. The Employer and FOP agree that training and development of Employees is mutually beneficial. Consequently the Employer agrees to receive and consider any and all constructive written FOP or Employee recommendations concerning such programs. Employees are encouraged to develop a personal plan for career self-development, and in this regard should seek counseling and advice from their supervisor.

**Section 3.** Training Costs. Training sponsored by, requested and approved by the Employer will be accomplished at the Employer's expense in accordance with applicable laws and regulations.

**Section 4.** The parties also agree communications and operational security concerns necessitate development of special procedures. Although the Labor Management Committee recommendations will be considered, management reserves its right to make the final decisions on all security matters. These radio communication procedures will be included in initial and sustainment training of Employees.

**Section 5.** The Employer agrees to develop and train bargaining unit Employees through the establishment and operation of progressive and efficient job related training programs in a manner consistent with available resources. These programs will be designed to:

- (a) Aid Employees in improving their performance in their current positions.
- (b) Building and retaining a work force of skilled and efficient government Employees.
- (c) Using a reasonable and uniform administration of training resources consistent with the mission and the needs of the

Employer and fair and equitable treatment of Employees with respect to their training and development.

**Section 6.** The Employer agrees that when an Employee is reassigned due to the position previously held having been eliminated, sufficient training as determined by the Employer will be given to the Employee to enable performance of the duties in the new position.

**Section 7.** It is recognized that the Employer has the right to establish, modify or disestablish its training programs consistent with the needs of its mission.

**Section 8.** Tuition Reimbursement. The Parties encourage Employees to participate in self development activities which will, in turn, increase the effectiveness of the Force Protection mission. Tuition reimbursement for course work which is directly related to the Employee's duties will be considered for reimbursement in accordance with COMNAVREGSW Instruction 12410.1D and the forms required thereby, which is incorporated herein by reference and is attached to this Agreement in appendix "B". Employees who have satisfactorily completed coursework and or training in accordance with the standards of Instruction 12410.1D will receive credit in their training records irrespective of whether they have requested or received tuition reimbursement.

**Section 9.** Promotion to the CNRSW Criminal Investigation Division. When a qualified officer is selected for promotion to the CNRSW Criminal Investigation Division (CID), the officer will be initially assigned to CID under a temporary promotion. Prior to being permanently promoted to the position of CID investigator, the officer must complete and graduate the CID training program as defined by CNRSW Force Protection program. The prescribed training shall be funded by the Employer. The field-training program shall be completed under the direction of a qualified Field Training Investigator and overseen by the Chief of Detectives. While serving under a temporary promotion to CID Investigator the officer retains all rights afforded him or her under the laws pertaining to temporary promotions including that the employee may be returned at any time to the position from which temporarily promoted or to a different position of equivalent grade and pay.

## **ARTICLE 20 ANNUAL RECERTIFICATION**

**Section I.** Recognition: The Employer recognizes that the proficiency in law enforcement operations including job knowledge the use of firearms and deadly force is of the highest

priority. In an effort to support open lines of communication the employer agrees to work with the FOP to discuss providing an area for employees to conduct initial and annual training. It is agreed issues with training spaces will be appropriately discussed during the LMC

**Section 2.** Re-Qualification/Re-Certification: An annual requalification or recertification will be administered to all personnel performing Police Officer functions. This would be a comprehensive examination that would include materials addressed in all required training courses. If an officer fails to meet minimum passing or qualifying standards in any qualification or re-qualification, certification or re-certification course (written, practical or firearms) it will result in a temporary reassignment pending remedial training and re-examination.

- (a) Written tests: Officers must achieve a minimum passing score of 70 % on all written tests.
- (b) Practical application tests: Officers must achieve a minimum "pass" on all practical application tests.
- (c) Firearms qualifications: Officers must achieve a minimum passing score as described in OPNAVINST 3591 series. The course is to be fired until achieving a qualifying score, not to exceed four (4) consecutive times.

**Section 3.** Temporary Reassignments: Temporary reassignments will begin immediately after the officer fails to re-certify/qualify. Reassignments will be at the sole discretion of management.

**Section 4.** Remedial Training: Remedial training will be provided as soon as is reasonably practical to all officers failing to qualify/certify or re-qualify/ re-certify. The place of remedial training will be at the sole discretion of management.

**Section 5.** Subsequent Unsuccessful Attempts To Qualify/Re-Qualify or Certify/Re-Certify for Firearms: Officers failing to re-certify after three (3) attempts shall be carefully evaluated to determine if remedial training will correct their deficiencies. If remediation is determined by the SAMI to be effective, an additional attempt to qualify is authorized; however, if multiple fundamental and presentation issues exist, then all dry fire and simulator fire training shall be repeated prior to attempting qualification again.

**Section 6.** Records: All required training and firearms certification shall be noted in the Employee's training records and the Employee shall be given a written notice that the

training or firearms certification has been successfully completed. All official training records shall be maintained and kept by the employer at the employees duty station and an electronic version stored online in a secure location.

## **ARTICLE 21 ANNUAL LEAVE**

**Section 1.** The immediate supervisor will counsel and assist Employees in scheduling annual leave in order to avoid forfeiture of such leave at the end of the leave year.

**Section 2.** Employees will provide supervisors with an annual leave forecast not later than 31 January of each year. Supervisors will consolidate the annual leave forecasts and develop a flight schedule showing the year's projections. The parties acknowledge that this flight schedule will change throughout the year, but it will provide supervisors with an effective baseline-planning tool. Employees will review and either verify or update their remaining projected annual leave not later than 31 July of each year. Employees have a responsibility to properly schedule and request annual leave; however, failure on their part to do so does not relieve the supervisor of the responsibility to ensure that Employees are notified of the requirement to submit a projected annual leave schedule.

**Section 3.** When an Employee has made his selection, the Employee shall not be permitted to change when it affects the choice of another Employee. The Employer may approve a change in selection provided another Employee's choice is not affected. The Employer for compelling reasons relative to workload or manpower requirements may cancel vacation leave schedules.

**Section 4.** In case of a transfer of an Employee from one shift/duty station to another, previously scheduled and approved segments of annual leave will be discussed between the cognizant supervisor and the Employee for confirmation or rescheduling.

**Section 5.** Although the majority of leave should be scheduled prior to 31 January for the following calendar year, management recognizes that there will be other instances in which Employees desire annual leave. In these instances, they shall request annual leave on a Standard Form 71 and submit such request to the immediate supervisor who must acknowledge receipt by initialing and dating the request. A copy of the acknowledged receipt will be provided to the Employee if requested and the original will be forwarded to the authorizing official. A copy of the approved/disapproved SF-71 will be returned to the Employee within two (2) days from the date of the receipt and if

disapproved with a reason for disapproval.

**Section 6.** Unplanned Absence: It is the Employee's responsibility to report an unplanned absence to his immediate supervisor. If the immediate supervisor is not available, the Employee shall contact the next level supervisor in the employees' chain of command. If neither supervisor is available, the Employee must contact the on duty supervisor such contact with supervisor will normally be done no later than one (1) hour prior to the start of the employees shift. The supervisor must be informed of the reason for the unplanned absence. Failure of an Employee to notify the supervisor, depending upon the circumstances, the employee may be subject to disciplinary action.

**Section 7.** Consistent with the manpower or workload requirements of the Employer, a liberal leave policy may apply in the following circumstances:

- (a) Death in the family or any other unforeseen events;
- (b) Illness in the Employee's immediate family when the Employee's care and attendance is required.
- (c) Religious holidays associated with the religious faith of the Employee.
- (d) When the Employee has "use or lose" annual leave.

It is understood that Force Protection Conditions may affect the granting of leave and call back.

## **ARTICLE 22 SICK LEAVE**

**Section 1.** Employees shall accrue and be granted sick leave in accordance with applicable laws and regulations. The Employer will grant sick leave to an Employee when the Employee:

- (a) Receives scheduled 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 defined in 5 C.F.R. 630.201, who is incapacitated as the result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental or optical examination or treatment;

- (d) Provides for care of a family member with a serious health condition as defined in 5 CFR 630.1202.;
- (e) Makes arrangements necessitated by the death of a family member or attends the funeral of a family member as defined by statute;
- (f) Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his presence on the job because of exposure to a communicable disease;
- (g) Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel and any other activities necessary to allow the adoption to proceed.

**Section 2.** Employees of the unit who are unable to report for work because of an incapacitating illness or injury shall, contact the employee's immediate supervisor, as soon as possible but no later than one (1) hour prior to the beginning of their scheduled shift. If the employee's immediate supervisor is unavailable the Employee will contact the next level supervisor in the employee's chain of command. If neither supervisor is available, the Employee shall contact the on duty supervisor. In cases of persisting illness or incapacitation, Employees have an obligation to keep their immediate supervisors informed if so requested on a daily basis of their expected return to duty.

**Section 3.** Employee requests for sick leave for medical, dental, or optical examination or treatment shall be made in advance of the date of the scheduled appointment except in emergency situations.

**Section 4.** Bargaining unit Employees shall be required to furnish a medical certificate to substantiate a request for approval of sick leave when sick leave exceeds three (3) consecutive workdays. When determined necessary, the employer may also require a medical certificate or other administratively acceptable evidence as to the reason for an absence of any duration for any of the purposes described in 630.401(a). In lieu of a medical certificate, the Employee's signed statement explaining the nature of the illness or injury may be accepted by the Employer when it is unreasonable to require a medical certificate. Employees returning to duty after an absence due to injury or illness may be required by management to obtain a release from the employees Primary Care Physician or



Occupational Medical Officer prior to returning to work.

**Section 5.** A bargaining unit Employee may be required to present a medical certificate to substantiate an absence of three consecutive work days or less when determined necessary. The Employee may be issued a letter of requirement requiring him to present a medical certificate justifying any absence due to illness/injury, regardless of the duration.

**Section 6.** Medical Certification Requirement. If there is justifiable reason to believe the Employee is abusing sick leave, the Employer has the right to require that an Employee furnish a medical certificate to substantiate absences of any duration. At the supervisor's discretion, the Employee may first be counseled that, because of his or her questionable sick leave record, a medical certificate/Letter of Requirement may be required for each subsequent absence on sick leave. The supervisor will advise the Employee in writing that a medical certificate will be required for any absence due to illness regardless of duration.

(a) Review of a Medical Certification/Letter of Requirement. The Employer will review the medical certificate/Letter of Requirement six (6) months after the issuance of the medical Certificate/Letter of Requirement to make a determination if there has been substantial improvement in the Employee's sick leave usage. If the review results in continuance of the requirement, the Employee will be formally notified of the decision on or before the anniversary date of issuance. If the Employer does not issue the notification of continuance, the letter of requirement will be considered canceled. Letters of Requirement may be grieved by the employee.

**Section 7.** Family and Medical Leave Act (FMLA). The "Family and Medical Leave Act (FMLA)" provides for up to 12 administrative workweeks of unpaid leave (leave without pay) for Federal Employees for family and medical reasons. An Employee may elect to substitute other paid time off, as appropriate, for any unpaid leave under the FMLA. Leave requested under the FMLA will be processed in accordance with applicable regulations.

**Section 8.** Employees may use sick leave, annual leave and/or leave without pay to care for others in accordance with 5 CFR Part 630.

**Section 9.** Voluntary Leave Transfer Program. The Voluntary Leave Transfer Program permits federal Employees to donate annual leave for the use of other federal Employees in medical or family medical emergency situations. "Medical emergency" means a medical condition of an Employee or a family member of such

Employee that is likely to require an Employee's absence from duty for a prolonged period of time and to result in a substantial loss of income to the Employee because of the unavailability of paid leave. Leave donations under this program will be processed in accordance with applicable regulations.

**ARTICLE 23**  
**OTHER LEAVE**

**Section 1.** Jury Duty and Subpoenas. All Employees have a civic responsibility to respond to calls for jury duty and other court services.

**Section 2.** Permanent and temporary full-time Employees are entitled to court leave for jury service in accordance with COMNAVREGSWINST 12600.1 and Chapter 63, of Title 5 U.S. Code. Employees testifying on behalf of the employer in any official proceeding regarding matters arising in the course of their official duties are in a duty status. In accordance with 5 C.F.R. § 550.122, an Employee entitled to receive night differential pay will not have that differential reduced when testifying in a duty status.

**Section 3.** Voting and Registration Time.

- (a) Local Commuting Area. As a general rule, an Employee is not entitled to any excused time if the polls are open three (3) hours either before or after his/her working hours. Normally, if the polls are not open at least three (3) hours before or after, the supervisor will grant sufficient time to vote in order to permit the Employee to report for work three (3) hours after the polls are open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.
- (b) For Employees who vote in jurisdictions which require registration in person, time off to register may be granted on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one (1) day round-trip travel distance of the Employee's place of residence.
- (c) The Employee has the responsibility to make arrangements with the leave approving official in advance for time off to vote or register.
- (d) Employees may be allowed up two (2) hours of excused leave for voting (local, state and federal) while on duty in accordance with OPM regulations.

(e) Employees, at the discretion of the Employer, will be excused from duty to donate blood. If an employee is accepted as a donor and in fact donates blood, the employee may be excused from work for a period of up to four (4) hours, such time to count from the time the employee leaves the place of work.

(f) Employee may be granted excused absences for other purposes in accordance with COMNAVREGSWINST 12600 series.

(g) Employees may be granted excused absences for up to 59 minutes.

**Section 4.** Miscellaneous. Employees are also entitled to family care and bereavement leave, organ donor leave, military leave, religious leave in accordance with COMNAVREGSWINST 12600 series.

#### **ARTICLE 24 SAFETY, HEALTH, AND WORKING CONDITIONS**

**Section 1.** The Employer will continue to make reasonable efforts to provide and maintain safe working conditions. The FOP will cooperate with the Employer's efforts and encourage Employees to work in a safe manner. Bringing to management's attention through the supervisory chain of command any unsafe work practices, equipment or conditions is encouraged without fear of penalty or reprisal.

(a) It is the policy of the Employer to eliminate or to reduce to the lowest level possible, all hazards, and physical hardships, and working conditions of an unusual nature. When such action does not overcome the unusual nature of the hazard, physical hardship or working condition, a hazardous duty (HD) differential may be warranted. However, the existence of hazardous duty is not intended to condone work practices that circumvent Federal safety law, rule, and regulations.

(b) A hazardous duty differential will be paid to Employees within the bargaining unit when performing assigned duties and when they are exposed to a hazard of an unusual nature, provided for by appropriate regulation, which could result in injury, illness, or death; or if exposed to a physical hardship of an unusual nature under circumstances which cause physical discomfort or distress not practically eliminated by protective devices; and who are exposed to a working condition of a nature under circumstances involving exposure to fumes, dust, or noise which cause significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation or conditions which cause abnormal

soil of body and clothing, etc., and where such distress or discomfort is not practically eliminated. Payment of such differential must be in accordance with 5 CFR 550.904 and other applicable statutes and regulations.

**Section 2.** The Employer agrees to issue personal safety equipment and accessories to each bargaining unit member that is required to perform the duties of their assignment. It is understood that such equipment is the property of the Employer and will be used for purposes authorized by the Employer. All safety equipment issued to Employees shall either be new or clean and sanitary and in good working condition. Whether new or used, all equipment shall be current or unexpired and shall meet or exceed the minimum standards for the equipment's performance as established by the manufacturer of the equipment or the Department of the Navy, whichever standard provides for the highest level of safety. All Employees shall, upon request, be provided with the appropriate armor plating for protective vests to prevent puncture or stab wounds in addition to bullet or projectile resistance. The Employer shall conduct an annual audit to ensure all safety equipment is current and fit for the equipment's purpose and shall immediately replace any damaged or unfit equipment.

(a) The Employer agrees vehicle/personally worn body cameras will not be purchased, unless directed by higher authority; if directed will be bargained IAW Statute.

**Section 3.** No Operation of Unsafe Equipment.

(a) No Employee will be required to operate unsafe and faulty equipment. In the event that an Employee reports to his/her immediate supervisor that an assignment will endanger the Employee's health and/or is unsafe, the supervisor will investigate and determine the validity of the allegation. The Employer will take all necessary actions to correct or remedy any unsafe work practices, equipment, or conditions. Should the supervisor determine that the assignment can be performed safely, the supervisor will so inform the Employee(s) and the work will proceed recognizing that the supervisor has full responsibility for the safety aspects of the job.

(b) If the supervisor has any doubt as to the safety of the work situation, the supervisor will request the assistance of the Installation Safety Officer who will inspect the job site along with the supervisor to ensure that it is safe before requiring the Employee(s) to perform the work. If the Employee has a serious doubt that an unsafe condition continues to exist subsequent

to the determination made by the supervisor, the matter may be referred to the FOP and the Chief of Police or designee, both of whom will confer with Installation Safety Officer for resolution.

- (c) All patrol vehicles shall be clearly marked with the appropriate insignia and markings delineating patrol vehicles as law enforcement vehicles. All patrol vehicles shall be equipped with appropriate strobe lighting, light bars, and hardwired installed two-way radios. No patrol officer shall be required to operate an unmarked vehicle while on patrol unless acting in a clandestine or undercover assignment as part of the patrol officer's official duties . Reasonable efforts will be made to ensure patrol vehicles have functional air conditioning, heaters and seats in good working condition.
- (d) Employees will not be required to change tires or provide any preventative maintenance on any patrol vehicles.
- (e) Police vehicles can have Peace Officer Memorial stickers placed on them at least forty (40) days prior to May 15 of each year, to be taken off no later than five (5) days after. The stickers will be supplied by the FOP.

**Section 4.** Transportation of Officers. No officer will be transported or be required to ride in any unsanitary compartment area of any police unit where prisoners are placed for transportation. All vehicles will be equipped with Bio Kits and cleaning supplies to sufficiently clean the vehicles.

**Section 5.** Tobacco Use. Department of Defense, Department of the Navy and local command policies concerning the use of tobacco products change frequently with the introduction of new legislation, it is agreed Employee's will use tobacco products in strict compliance with higher directives while in a duty status or aboard a Federal installation.

**Section 6.** The Employer will issue appropriate clean and sanitary protective gear and equipment to Employees to ensure as safe a working environment as possible and in accordance with all applicable laws and regulations. The employer shall provide each employee with a clean and sanitary Kevlar helmet.

**Section 7.** The parties agree to cooperate in the continuing effort to eliminate accidents and health hazards and to encourage Employees to work in a safe manner.

**Section 8.** The Employer will make conscientious efforts to provide and maintain safe working conditions to the full extent of its authority. Employees have a responsibility to identify and report health and safety hazards. The Employer agrees to mitigate or eliminate such hazards in a timely manner. All parties agree to cooperate to that end.

**Section 9.** The Employer agrees to provide annual training for all Employees whose duties include working in or around areas or buildings whose contents have a potential radioactive risk and designated as such. The Employer agrees to provide a dosimeter to Employees whose assigned duties include working in or around these areas or buildings. The dosimeters will be replaced and tested every three (3) months.

**Section 10.** Except when exigent circumstances otherwise require, no Employee shall be required to work in or about areas where conditions exist that are unsafe or detrimental to health without proper precautions, protective equipment and safety devices.

**Section 11.** When Employees are assigned to work posts where no facilities are available for securing water and taking care of sanitation needs the Employer shall make appropriate arrangements to accommodate the employee's needs. When an employee's work hours are extended on post, the Employer will make appropriate arrangements to make food and water available on-site or provide relief as needed to the Employee.

**Section 12.** The Employees who are conducting criminal investigations or who are otherwise engaged in authorized job related activities off-base in government vehicles shall be authorized to carry issued firearms and official credentials during such investigations or such other authorized activities. Employees shall comply with all use of force regulations while involved in such investigations and will carry Navy identification designating they are law enforcement officers.

**Section 13.** The Employees who are conducting investigations or other authorized activities off-base shall be authorized to utilize eating facilities within a reasonable distance of their assignment or along travel route going to or returning from their assignment. Employees will not exceed their allotted lunch breaks.

## ARTICLE 25

### WORKER'S COMPENSATION (ON-THE-JOB INJURIES OR ILLNESS)

**Section 1.** An injured Employee is entitled to first aid and medical care for any on-the-job injury. Emergency diagnosis and initial treatment may be provided by a Navy medical facility authorized to conduct such an examination. Further medical care may be provided by any duly qualified, local private physician or hospital of the Employee's choice. If an authorized representative of the Employer determines that emergency transportation is required, the Employer will provide such transportation. When travel is otherwise required an Employee may apply to the office of Worker's Compensation for travel and incidental expenses.

**Section 2.** When Employees, or their representatives, report an illness or injury, which had occurred in the performance of official duties, the Employees will be promptly counseled by trained personnel as to their right to file for compensation benefits. The Employer will maintain an adequate supply of the basic forms for the proper recording and reporting of injuries or illness sustained in the performance of duty. Appropriate assistance will be provided to the Employee in filing a claim for compensation benefits. The Employer agrees to provide each bargaining unit member a copy of the Employee handbook containing information on filing a claim for compensation.

**Section 3.** If an Employee is disabled for work as a result of an on-the-job injury and files a CA-1 within thirty (30) days of the injury, he/she may be entitled to receive continuation of pay (COP) from the Employer. COP is paid for up to forty-five (45) calendar days of disability and is not charged against leave.

**Section 4.** An Employee, or someone acting on the Employee's behalf, is required to give the supervisor written notice (CA-2) of an occupational disease within thirty (30) days of becoming aware of the disease and its causal relationship to the employment.

**Section 5.** An Employee who suffers an illness or injury for which he/she may receive compensation and, within one (1) year after commencement of benefits recovers from such injury or illness and meets the physical requirements of his position, will be restored to duty in that position or an equivalent position in accordance with 5 U.S.C. 8151 and 5 CFR 353.307 et seq.

**Section 6.** Employees, or their representatives, will be permitted to review documents relating to their claim, as

authorized by Office of Worker's Compensation Programs (OWCP).

**ARTICLE 26**  
**LIMITED DUTY ASSIGNMENTS**

**Section 1.** The Employer agrees that the policy of the Regional Force Protection Office is to utilize, to the extent practicable, those unit Employees who are medically restricted (temporary or permanent) as long as their services can be used effectively and will not cause harm to themselves or others. The employer will first consider validated limited duty positions on the employees regular shift. This policy shall be applied to both on-the-job and non-job related illnesses and conditions or injuries, which require medical restrictions. If the employees medical condition does not restrict the employee from performing overtime work, it may be authorized IAW provisions of Article 10.

**Section 2.** If the Employer does not have limited duty placement for individuals with on-the-job injuries within Force Protection, efforts will be made to look for other possible placement within CNRSW.

**Section 3.** Pregnancy.

- (a) The employer will provide a place for new mothers to express breast milk in private. Mothers will be given reasonable break time to express breast milk for one (1) year in accordance with the affordable care act.
- (b) Pregnant female employees on limited duty may wear appropriate civilian attire.

**ARTICLE 27**  
**CIVILIAN EMPLOYEE ASSISTANCE PROGRAM (CEAP)**

**Section 1.** Employee Assistance Program. The Employer and the FOP mutually agree to maintain and support a viable Employee Assistance Program directed to prevent the loss of productivity by employees because of alcoholism, drug abuse, or other personal problems which impact on the performance of the Employee's work. It is the intent of this program to assist Employees and not to punish.

**Section 2.** The Employer agrees to make available assistance to any Employee who seeks same under the Employer's established program and to recommend such assistance, when in the judgment



of the immediate supervisor, assistance may be of benefit to the Employee. The Employer shall provide to the FOP and shall publish a list of available CEAP resources, including, without limitation, professional personnel, in a manner that enables Employees to access the list confidentially. The list shall contain contact information for the available resources.

**Section 3.** Any Employee who desires to make voluntary use of the CEAP resources may do so without being subjected to inquiry or investigation in one of the following ways:

- (a) Direct and confidential access to the programs and professionals on the published CEAP resource list;
- (b) Inquiry to a supervisor or a HRO;
- (c) Upon the recommendation of a supervisor or HRO.

When using CEAP resources off-duty, notice to the Employer or a supervisor shall not be required. When utilizing CEAP resources off-duty, consent of the Employer or a supervisor shall not be required. If leave is required by the Employee to make use of the CEAP resources, such leave shall be requested and approved in accordance with Article 22. Prior to leave approval the Employer or supervisor will not inquire into the specific reason for seeking the assistance of a CEAP professional, although the Employer may require a medical certificate in accordance with Article 22, Section 4 and 5 C.F.R 630.403. A medical certificate from CEAP or a CEAP professional will be limited to confirmation that the Employee is actively seeking assistance from CEAP. If an Employee inquires about CEAP or receives a recommendation, no record shall be made of the inquiry or the recommendation.

**Section 4.** Any Employee who seeks voluntary assistance from CEAP and does so by inquiring through the Employer or a supervisor shall not be subject to discipline solely for seeking CEAP assistance or for any information divulged by the Employee in the confidential confines of CEAP other than that of a criminal nature. This does not preclude the initiation of disciplinary action by the Employer against the Employee on the basis of information or evidence obtained from sources outside of CEAP to include admissions made by the Employee of misconduct or criminal conduct outside the confidential confines of CEAP.

**Section 5.** The relationship between the Employee and the CEAP professional shall be privileged and confidential. The Employer shall not obtain nor be provided any information obtained by CEAP, including, without limitation, the identity of an Employee making use of CEAP resources. Unless an Employee grants express written consent to do so (sample confidentiality statements are

included in Appendix "E"), no information provided by the Employee making use of CEAP resources shall be obtained by or disclosed to anyone, including the Employer, except as provided for in Department of Navy Civilian Human Resource Manual, Subchapter 792.1 Appendix A, or subsequent issuances. Such consent shall not be a condition precedent to an Employee obtaining assistance from the CEAP and no waiver of the privilege shall be requested or required of the Employee.

**Section 6.** The privilege, confidentiality, and other restrictions contained in this Article shall not be deemed waived if an Employee files an insurance claim.

**Section 7.** Nothing contained in this Article shall prevent the Employer from disciplining an Employee who voluntarily admits to violating Employer policy, rules, and regulations, outside of the CEAP relationship.

## **ARTICLE 28 UNIFORMS**

**Section 1(a).** Initial allowance. The purpose of the initial uniform allowance is to help pay (defray) the initial cost of the required uniform. The initial allowance shall be \$1,800.00 and will be provided to new Regional Force Protection Department Employees within sixty (60) days after he has been hired. Upon separation or transfer within the first year of employment, the Employee shall refund the proportionate uniform allowance. The Employee's initial uniform purchase will include, at a minimum:

**QTY: DESCRIPTION**

5 Class B TDU or Class B PDU equivalent Pants  
2 Class B TDU or Class B PDU equivalent Shirts Long Sleeve  
3 Class B TDU or Class B PDU equivalent Shirts Short Sleeve  
4 Navy Blue Traditional Pants Wool Blend or class A PDU  
2 Navy Blue Traditional Shirt Long Sleeve Wool Blend or class A PDU  
2 Navy Blue Traditional Shirt Short Sleeve Wool Blend or class A PDU  
1 Pair Boots  
1 Dress Shoes High Gloss  
6 Pairs Socks  
6 Pairs Dress Socks  
3 T-Shirts  
1 Campaign Hat With Acorns  
1 Baseball Cap  
1 Rain Jacket  
1 Rain Pants  
2 Name Plates  
1 Black Tie

1 Gold Tie Bar (optional)  
1 Chill Chaser With Liner  
1 Duty Jacket  
1 Collar Devices Set  
1 Sweater  
1 Pair Gloves

The above list of items will be purchased within ten (10) Calendar days of receipt of the initial allowance. all other items and equipment required by the Employer will be issued by the Employer. New Employees who have not received the allowance are only required to purchase three (3) pairs of 5-11 TDU pants and one (1) 5-11 TDU Shirt.

Employee's will have the option of wearing black mock turtle necks, purchased at the employees expense underneath their long sleeve uniforms during times of cold weather.

Employees have the option to wear federal civil service ribbons / pins while in their class A uniform.

**Section 2.** Sustainment allowance. The purpose of the sustainment allowance is to help defray the cost for supplemental uniform items or for fair wear and tear of uniform parts. The sustainment allowance shall be \$600.00 and will be paid to all Employees no later than the month of April.

**Section 3.** The implementation of any new or additional uniform requirements will not be effective until receipt of the next annual sustainment allowance. If the cost of new or additional uniform requirements exceeds the initial or sustainment allowance, as applicable, allowances will be supplemented up to \$1,800.00.

**Section 4.** Accountability. Not less than thirty (30) calendar days and not more than 240 calendar days after receipt of the initial allowance or sustainment allowance, the Employer may, upon ten (10) calendar days written notice to an Employee, request an Employee to provide proof of purchase or possession of the items contained in the list in Section 1. If the Employee cannot establish purchase or possession of the items in the list, the Employee will have ten (10) calendar days to obtain the items at the employee's expense and provide to the Employer proof of purchase or possession.

**Section 5.** Damage. If an Employee incurs an expense for damage done to required uniform or equipment items in the course of an Employee's duties, the Employee may request reimbursement through the Navy. Legal Service Office (NLSO). Once approved, reimbursement to the Employee will normally be made within

thirty (30) calendar days. If rejected by the NLSO, the employee may seek reimbursement through the program.

**Section 6.** Continuity. If CNRSW agrees to pay higher allowances to other GS0083 and GS0085 Employees in the region, regardless of location or FOP representation, than the initial and sustainment amounts provided for in this Article, the amounts in this Article shall be increased to match the higher allowances paid to the other Employees.

## **ARTICLE 29 DISCIPLINARY AND ADVERSE ACTIONS**

**Section 1.** The parties agree that investigations should be conducted expeditiously and disciplinary actions taken in a timely fashion. The parties further agree Employees are entitled to a reasonable degree of finality in the disciplinary process depending upon the circumstances.

**Section 2.** Policy. Warnings, disciplinary or adverse action, up to separation, termination or removal, are used to correct an Employee's conduct and/or performance and to maintain high productivity, discipline and morale among all Employees. Only when prior warnings, disciplinary or adverse action have failed to correct an offending Employee, or when an Employee has committed a particularly serious first offense, may removal action be taken. Adverse actions, up to and including removal, may only be taken for such cause as will promote service efficiency. All actions will be taken without regard to race, religion, sex, color, national origin, age, political affiliation, non-disqualifying physical or mental handicap, or marital status.

**Section 3.** For the purpose of this Agreement, the term "disciplinary actions" includes letters of reprimand and suspensions of not more than fourteen (14) calendar days and are grievable under the negotiated grievance procedure. Letters of caution and/or requirement are not disciplinary actions, however, they may be considered in determining an appropriate penalty should a later offense occur. Letters of caution and/or requirement will expire up to one (1) year if no additional incidents of misconduct occur within a one (1) year period. Letters of caution and requirement will not be placed in the Employee's Official Personnel Folder (OPF). Active letters of caution or requirement will not be considered disciplinary actions. A letter of caution or letter of requirement is only considered "active" for a period of one (1) calendar year from the date of issuance on the letter. However it does not preclude the supervisor from retracting the letter of caution or requirement at any time before the one year period is completed if warranted.

**Section 4.** Letters of caution are not grievable under the negotiated grievance procedure. The Employee may submit a rebuttal in writing and have the employees rebuttal attached to the original letter of caution to their immediate supervisor normally within fifteen (15) calendar days of receipt of the Letter of caution.

**Section 5.** Adverse actions covered by this Article are removals, suspensions of more than fourteen (14) calendar days or furloughs of thirty (30) calendar days or less, and reduction in grade or reduction in pay. Adverse actions are subject to the negotiated grievance procedure or are appealable through the Merit Systems Protection Board (MSPB), but not both. Both parties agree to abide by Title 5 CFR part 752 procedures.

**Section 6.** Disciplinary actions shall only be taken for just cause. When deciding what penalty is appropriate the Employer will consider, but not be limited to, such factors as the gravity of the offense, the existence of mitigating circumstances, and frequency of the offense.

**Section 7.** Suspensions of fourteen (14) calendar days or less. A suspension is the placing of an Employee, for disciplinary reasons, in a temporary status without duties and pay. Suspensions are formal corrective actions that become a matter of record in an employee's OPF and may be used as follow-up corrective actions when an Employee has previously received a preliminary warning, or when an initial offense is too serious to warrant a warning. An Employee against whom a suspension of fourteen (14) days or less is proposed is entitled to:

- (a) Advance written notices of at least fourteen (14) days, stating the specific reason(s) for the proposed action.
- (b) A reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer; and,
- (c) Be represented by an attorney or other representative.

**Section 8.** The parties agree that an Alternative Discipline Program (ADP) may be utilized when the Employer determines it appropriate. The ADP allows imposition of reprimands in lieu of suspensions. The process of proposal, reply, and decision will be the same as for a regular suspension, but the action effected will not result in any loss of pay for the affected Employee.

When the ADP is utilized, letters of reprimand in lieu of suspensions will carry the same weight as would actual

suspensions for purposes of progressive discipline and determining appropriate penalties and are made a matter of record in an employee's OPF.

**Section 9.** Disciplinary and adverse actions shall be initiated and effected in accordance with the provisions of this Agreement and applicable laws, regulations and COMNAVREGSW instructions.

### **ARTICLE 30 GRIEVANCE PROCEDURE**

**Section I.** It is the intent of the Parties that differences be resolved promptly, equitably, and whenever possible, informally. Most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily on an informal basis at the lowest level of supervision.

Since the prompt settlement of disputes is desirable in the interest of sound labor management relations and efficient operations, the Parties agree that Employees will discuss their concerns or complaints with their immediate supervisor prior to filing a grievance. A FOP representative will attend such meetings to help to resolve the issue. It is understood by the parties that the FOP will counsel Employees regarding the merits of the grievance, prior to meeting with the supervisor, and prior to filing the grievance. This counseling serves to avoid the filing of grievances that hinder the efficiency of the FOP and the Employer. Nothing in this Section requires the FOP or Employee to attempt to resolve the matter informally, and the FOP or Employee may always file a step one grievance to initiate the process as outlined below in lieu of attempting to resolve the matter under this Section.

To the extent the foregoing informal attempts to resolve disputes are unsuccessful or unused; the following is the sole procedure for resolution of Employee, FOP, or Employer grievances. Grievances may be presented and processed by:

- (a) An Employee on that Employee's own behalf; in which case the FOP will have the right to be present during the formal meetings and settlement proceedings;
- (b) An Employee with representation appointed by the FOP
- (c) The FOP on behalf of the Employee;

(d) The FOP in its own behalf; or

(e) The Employer.

**Section 2.** A grievance is defined as any complaint:

(a) by an Employee concerning any matter relating to the employment of the Employee;

(b) by the FOP concerning any matter relating to the employment of the Employee; or

(c) by any Employee, the FOP, or the Employer concerning:

1. The effect or interpretation, or claim of breach, of this collective bargaining Agreement; or a claimed violation, misinterpretation, or misapplication of any law, rule, or regulation or policy affecting conditions of employment.

(d) Except that it shall not include any grievance concerning:

1. Retirement, life insurance, or health insurance;

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2. A suspension or removal under section 7532 of Title (national security);

3. Any examination, certification, or appointment;

4. Any claimed violation of subchapter 73 of Title 5 of the United States Code (matters relating to prohibited political activities);

or

5. The separation of Employees serving a probationary trial period.

6. The non-selection for promotion from a properly ranked and certified list of candidates;

7. The adoption or granting of (or the failure to adopt or grant) suggestion or award;

8. The classification of any position which does not result in the reduction in grade or pay of an Employee;

9. Any matter over which the Employer has no authority under law, regulation, or this Agreement and is subject

to final review outside the authority of the Employer;

10. Actions taken at the direction of the Office of Personnel Management such as, by example and not limited to, a classification appeal, a post-employment suitability determination for pre-employment reasons, and retirement/FEHB/FEGLI decisions;

11. An action terminating a temporary promotion and returning the Employee to the position from which he was temporarily promoted, or reassigning or demoting him to a different position that is not a lower grade or level than the position from which he was temporarily promoted;

12. Non-receipt of a quality step increase, performance award or other honorary or monetary recognition or non-adoption of a suggestion;

13. Allegations of mismanagement when no personal relief to the Employee is appropriate;

14. A notice of proposed disciplinary or adverse action;

15. The content of published regulations and /or policy issued by higher authority;

16. The return of an Employee from an initial appointment as a supervisor or manager to a non-supervisory or non-managerial position for failure to satisfactorily complete the required supervisory or managerial probationary period;

18. Personnel actions voluntarily requested by the Employee.

19. EEO complaints

**Section 3.** Employees may seek review of the following matters either through the applicable statutory appeals procedure or the grievance procedure, but not both:

- (a) An allegation of prohibited discrimination covered under 5 U.S.C. 2303(b) (1);
- (b) An appealable action based on unacceptable performance covered by 5 CFR. 432; and
- (c) An adverse appealable action covered under 5 CFR. 752.



An Employee shall be deemed to have exercised his/her irrevocable option when he/she files a timely written grievance or timely raises the matter, in writing, to the appropriate statutory appeals authority.

**Section 4.** Unit Employees retain the right to self-representation in presentation of their grievances to the Employer. Any adjustment reached where an Employee exercises this option will not be inconsistent with the terms of this Agreement. A representative of the FOP will have the right to be present during all grievance proceedings. The Employer will provide a copy of the Grievance to the FOP and will notify the FOP in writing of the time and place of such proceedings at the time they are scheduled.

**Section 5.** Employee Grievance Procedure:

**Step 1.** The grievance will be presented in writing using the grievance form found in Appendix "C" to the Employee's immediate supervisor within twenty-one (21) calendar days after the Employee becomes aware of the matter about which he/she is aggrieved. For the purposes of timeliness, an informal notice that a grievance will be filed with a brief description of the grievance can be filed which must be within the aforementioned time limits. The FOP will then have two (2) work days to file the completed grievance form. The written grievance must include:

1. The Article/s and Section/s of the Agreement, and/or any laws, rules, or policies that has/have been breached and how the collective bargaining Agreement laws, rules, or policies has/have been violated;
2. A brief description of the facts of the incident; and,
3. The desired relief.

The Step 1 official will meet with the Employee and their designated representative or FOP observer within ten (10) calendar days to discuss the grievance. The FOP or the Employee must present any and all documents that are believed by the FOP or the Employee to support the Grievance and which are currently in the FOP or the Employee's possession no later than at the Step 1 meeting, if the FOP or the Employee want the Step 1 official to consider such documentation. The Employee and their designated representative will be informed in writing of the Step 1 official's decision within fourteen (14) calendar days of the date of the meeting. A copy of all documents being relied on in the decision will be provided with the decision. If the Employee's grievance is not resolved or the step 1 official

fails to meet within the time specified (barring a mutual extension), the grievant or their representative may appeal the grievance in writing to the next higher level of management or his/her designee within fourteen (14) calendar days after receiving a decision from the step 1 official, or of the date in which the meeting should have been scheduled. This appeal will move the action into Step 2.

In the event a disciplinary/adverse action is initiated by a management official, and the Employee elects to grieve, the grievance will be presented to the next higher level management official or his/her designee within twenty-one (21) calendar days of the decision on the proposed discipline or adverse action, and will constitute a Step 2 filing. If a bargaining unit Employee files a grievance with the incorrect management official, the management official with whom the grievance is filed will accept the Grievance and forward it to the appropriate official and will notify the FOP or the Employee of the management official to whom the Grievance was forwarded.

Step 2. Once the grievance appeal is received, the Step 2 official or his/her designee will meet with the Employee and his/her designated FOP representative within fourteen (14) calendar days after receipt of the grievance. The discussion will involve the issues of the grievance, the supporting documentation from the Step 1 appeal and any and all additional documentation which the Employee or their representative wishes to be reviewed. The Step 2 official or his/her designee will provide the Employee a written decision within fourteen (14) calendar days after completion of the meeting with the Employee and their representative. A copy of all documents being relied on in the decision will be provided with the decision. If the Employee is not satisfied with the Step 2 decision or the Step 2 official fails to meet within the time specified (barring a mutual extension), the FOP may invoke arbitration pursuant to the provisions of this Agreement in Article 31 governing Arbitration.

**Section 6.** Conflict of Grievance Provisions. In a situation where a grievance is brought under the wrong section of this Article it will not result in the dismissal of the grievance, but the Employee or FOP will be allowed to re-file the case under the correct procedure within fifteen (15) calendar days of when the written notice was brought under this Section. Should the FOP or Grievant disagree that the wrong grievance procedure was selected the case will proceed to the Second Step of Section 5.

**Section 7.** Consolidation of Grievances. In the interest of efficiency, in the case where any grievant has multiple

grievances that concern the same subject matter, they may amend their initial grievance to include the related matter. In the case where two or more employees have grievances that concern the same subject matter, the Grievances may be filed as a single FOP Grievance in accordance with Section 8. If the FOP has filed two or more Grievances or two or more employees have filed Grievances that concern the same subject matter and the Grievances have not been resolved through the Grievance Procedure, the Grievances will be consolidated for Arbitration.

**Section 8.** FOP Grievances: The FOP may initiate a grievance by submitting it in writing to the Regional Force Protection Program Director within thirty (30) calendar days after the incident occurs, or within thirty (30) calendar days after the FOP first became aware of the incident. The grievance must state the Article that is violated, a brief description of the facts, and the requested relief. The Force Protection Program Director, or his/her designee, will meet with the FOP President, or his/her designee, within twenty-one (21) calendar days of receipt of the grievance to discuss and attempt to resolve the matter. A written decision on the grievance will be issued within twenty-one (21) calendar days of the meeting. Any resolution must be in writing. If the decision thus rendered is unacceptable to the FOP, it may submit the matter to arbitration in accordance with the provisions of Article 31 of this Agreement.

**Section 9.** Requesting Documents. Should a Party to a grievance require documents or other evidence that is in possession of the other Party, the requesting Party should send a written request to the other party. The receiving Party will respond in writing either, (a) producing the requested documents or other evidence, or (b) a detailed response as to why the documents or other evidence is not being provided.

**Section 10.** Employer Grievances: The Employer may initiate a grievance by submitting it in writing to the FOP President within thirty (30) calendar days after the incident occurs, or within thirty (30) calendar days after the employer first became aware of the incident. The grievance must state the Article that is violated, a brief description of the facts, and the requested relief. The FOP President, or his/her designee, will meet with the NRSW Regional Force Protection Program Director, or his/her designee, within twenty-one (21) calendar days of receipt of the grievance to discuss and attempt to resolve the matter. A written decision on the grievance will be issued within 21 calendar days of the meeting. Any resolution must be in writing. If the decision thus rendered is unacceptable to the Employer, it may submit the matter to arbitration in accordance with the provisions of Article 31 of this Agreement.

**Section 11.** Alternative Dispute Resolution ("ADR"). In order to facilitate a better working environment, the Employer and the FOP agree that it may be appropriate to use ADR. The request for ADR will be available prior to filing any grievance or at any step of the grievance procedure. Should the parties agree to ADR all pertinent timelines for the grievance will be suspended until resolution of the ADR. Once the parties agree to ADR the request will be immediately sent by the employer to the Human Resources Office. Upon receipt, the HRO will initiate action to select the mediator and schedule the mediation under existing HRO procedures. Mediation will be scheduled and completed no later than thirty (30) calendar days following receipt of the request at the HRO. The parties agree that, to the maximum extent possible, the mediator will be selected from among current Navy mediators at no cost to the parties. In the event that, in the Employer's opinion, it becomes necessary to use outside mediators, any associated cost will be borne by the Employer. The parties understand and agree that mediation is confidential and no record will be made of the proceeding. Statements or offers made by either party may not be used in any subsequent proceeding including, but not limited to, arbitration. If a resolution is reached as a result of mediation, it will be reduced to writing and signed by all parties. Should the ADR fail, the moving party will have 30 days to invoke arbitration and by doing such will be considered having moved through the grievance process.

**Section 12.** Amending Grievances. The Employer and FOP recognize that as investigations commence that the facts of a particular situation change. To this end, grievances may be amended during the course of the grievance process to reflect newly discovered evidence.

**Section 13.** Time Limits: The time limits specified in this Article may be extended or waived by mutual consent of the Parties. The Parties may also mutually agree in writing to waive any Step in the grievance procedure.

**Section 14.** Efficiency and Cooperation: Every management official receiving the agreed upon grievance form, irrespective of the management official's decision on the Grievance, will acknowledge receipt of the Grievance and the date of receipt of the Grievance by signing and dating the Grievance form, even if the Grievance is being forwarded to another management official. If the space for the management official has already been signed and dated at the current step (as in the case of forwarding), the management official to whom a Grievance has been forwarded will sign and date the Grievance in the margin of the form. Whenever the Grievance is signed and dated, both the FOP or

Employee and the management official will receive copies. For the purposes of this Article, a day shall be a full day and a Grievance deadline will not expire until midnight of the last day, irrespective of the time of day the grievable event occurred or the time of day the FOP or the Employee became aware of the grievable event. If the appropriate employer official is not available, i.e. on leave or TDY, the grievance can be filed with the Broadway site Human Resources office.

## **Article 31 ARBITRATION**

**Section 1.** Invocation. Only grievances that have not been resolved through the grievance procedure outlined in Article 30 may be submitted to Arbitration. Arbitration may only be invoked by the FOP or the Employer by submitting a written notice of intent to arbitrate to the other party no later than fourteen (14) calendar days following receipt of the final written grievance disposition or determination, or fourteen (14) calendar days following the date the response such was due. If an arbitration notice is mailed to the other party, it shall be sent by certified mail, return receipt requested should return receipt be desired, and shall be deemed to have been served on the date of certified mailing. The time limits under this section may be extended by mutual agreement.

**Section 2.** Selection of the Arbitrator. The Parties may mutually agree upon an arbitrator. If the parties do not agree on an arbitrator, the moving party shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) arbitrators within twenty-one (21) calendar days of invoking arbitration. The cost associated with obtaining a list from FMCS shall be borne equally by the parties. Either party may reject the list. If a party rejects the list, that party shall request a new list within 48 hours at its sole expense. If both parties agree to reject the list, the original moving party shall obtain a new list with the cost of the new list to be borne equally by the parties. If the parties use the FMCS list, they shall meet (or confer by telephone) within 14 calendar days after receipt of the list to select an arbitrator. The parties will alternately strike one arbitrator's name from the list until one name remains. A flip of a coin will determine which party will strike the first name. The non-moving party will flip the coin. The moving party will call heads or tails. If the moving party is successful in calling the correct result of the coin flip they will have the choice to strike first or require the non-moving party to strike first. The coin-flip will take place at a mutually convenient location with a representative from each party present. If the moving party refuses, or fails to participate in the selection process within the aforementioned

timeframe, the grievance appeal will be considered terminated and withdrawn. If the non-moving party refuses, or fails to participate in the selection process within the aforementioned timeframe, the moving party may select the arbitrator from the list and set the arbitration date unilaterally. The time limits under this Section may be extended by mutual agreement without being considered a delay.

**Section 3.** Setting the Hearing. Once selection of an arbitrator is made in accordance with Section 2 of this Article, the moving party shall have the responsibility of contacting the selected arbitrator and obtaining available dates for the hearing. The hearing must be at least forty-five (45) calendar days from the date on which the parties agreed on the arbitrator. Once available dates are received from the arbitrator, the parties will mutually agree on a specific date for the hearing. If for any reason the selected arbitrator becomes unavailable the last arbitrator to have been struck will be contacted and the procedure in this Section will begin again, until an arbitrator with available dates has been selected. Should no arbitrator on the list be selected due to unavailability, then a new list will be generated in accordance with Section 2 of this Article, with the date the parties learned the last arbitrator was unavailable as the "invoking arbitration" date.

**Section 4.** Pre-Hearing Conference. Within no more than thirty (30) and no less than fourteen (14) calendar days prior to the Arbitration date, representatives of the FOP and Employer will hold a pre-hearing conference. The purpose of this conference is to attempt to agree on the issue or issues to be decided, stipulations of fact, stipulated exhibits, to disclose witnesses (to include expected testimony), and to exchange documentary evidence thus far developed. Any documentary evidence in the custody and control of a party at the time of the pre-hearing conference that is not exchanged is excluded unless there is good cause as determined by the arbitrator. Any grievability/arbitrability issues that are still pending will be discussed at this time. This provision may be amended on a case by case basis by mutual agreement. Documents discovered or obtained after the pre-hearing conference must be exchanged upon receipt, but in no event less than 24 hours after its discovery unless there is good cause as determined by the arbitrator. Nothing contained in this paragraph shall prohibit the use of any document for impeachment purposes. Both parties agree to assist each other in obtaining documents that are in the exclusive custody and control of the other party. Either party may speak to the other party's witnesses prior to the arbitration hearing upon notice to the other party and, unless waived, in the presence of a representative of the party who has listed the witness.

**Section 5.** Moving Papers. In the event the parties are able to agree on issue(s) and stipulations of fact, a joint submission statement will be developed and forwarded to the arbitrator along with all the moving documents generated by either party as of the invocation of arbitration. If the parties are unable to agree on an issue(s), each party will serve upon the other and the arbitrator, its version of the issue(s) along with all the moving documents generated by either party as of the invocation of arbitration. These submissions will be submitted within seven (7) calendar days prior to the arbitration. The arbitrator shall determine the issue(s) to be heard in the case of the parties submitting separate submissions.

**Section 6.** Time and Location. Arbitration hearings will be held on the Employer's premises during regular day shift hours of the normal basic workweek. In the event the parties agree to hold the hearing at facilities not under control of the Employer, the cost of such hearing facilities will be borne equally by the Employer and the FOP.

**Section 7.** Proceedings. The procedures to conduct an arbitration hearing shall be determined by the arbitrator. When an Employee-initiated grievance is being arbitrated, the grieving Employee (or a representative Employee in the case of an Employee-group grievance) shall be in a pay status for the duration of the hearing if otherwise in a duty status. The FOP representative, who does not include a technical representative, if employed by the Command, will be on official time during the arbitration hearing if otherwise in a duty status. Employee witnesses having direct knowledge of the case and necessary for a full and complete hearing will be in a pay status if otherwise in a duty status to the extent necessary to permit their testimony. If there is a dispute as to the relevance of a witness the arbitrator will determine whether or not they will testify. Witnesses will only be on official time if they are regularly in a duty status during the time of the hearing. The FOP and the Employer will notify each other fourteen (14) calendar days or at the pre-hearing conference as to the witnesses that they intend to call to testify at the hearing. The Employer will arrange to have all Employee witnesses available and on the correct status and confirm with the FOP or Employee at least seven (7) calendar days prior to the hearing.

**Section 8.** Decision. The arbitrator will be requested to render his/her decision as quickly as possible. An arbitrator shall not change, modify, alter, delete, or add to the provisions of this Agreement, but the arbitrator shall have full authority to provide a remedy appropriate to resolve the grievance, including but not limited to an award of back pay, restoration of leave or

other benefits, interest, and reasonable attorney fees or other monetary or non-monetary make whole remedy to the extent authorized by controlling law and regulation.

**Section 9.** Appeal. The arbitrator's decision is binding on the parties to this Agreement; however, either party may file an exception to the decision with the Federal Labor Relations Authority.

**Section 10.** Costs of the Arbitration. The compensation and expense of the Arbitrator and Arbitration shall be borne equally by the Parties.

**Section 11.** Grievability/Arbitrability. Should either the FOP or the Employer raises a question of grievability/arbitrability, they must submit their intent to raise such an issue prior to the selection of the arbitrator, including a request to use a different arbitrator on the grievability/arbitrability issue. Failure to make a request will be considered a waiver of the issue. If such an issue is raised, the party raising the issue must submit a request to dismiss including an argument in writing within thirty (30) days of selecting the arbitrator. The opposing party will then have twenty (20) days to file a response to a request for dismissal based on arbitrability. Failure to abide by the time frames will result in waiver or dismissal. The arbitrator will be requested to render a decision with rationale on the issue of grievability/arbitrability prior to commencing a hearing and considering any other issue raised in the case. If the Arbitrator determines the matter grievable/arbitrable, the hearing will then go forward as scheduled on the remaining issues; if he/she finds the matter not grievable/arbitrable, the grievance shall be withdrawn. Should any party request that separate arbitrators be utilized for grievability/arbitrability issues and for merit issues then that party will bear the cost of having such an arbitrator who will be selected in accordance with Section 2 of this Article.

**Section 12.** Scope of Proceedings. The Parties agree that the issue(s) to be arbitrated shall be no broader in scope than the issue(s) presented during the last step of the grievance procedure, except that the Parties would not be precluded from introducing procedural and background material that is necessary and relevant.

**Section 13.** Transcripts of Hearing. No arbitrator has the authority to compel the taking of a transcript. If the parties mutually agree to the need for an official transcript, the cost will be equally shared by the parties. If only one party wants an official transcript or recording, the requesting party will pay for the cost of the transcript or recording and no copy will



be made available to the other party unless the other party splits the full cost of the reporter and the transcripts.

### **Article 32 Informal Complaint Process**

**Section 1.** This Agreement has been made in the spirit of problem resolution and reflects mutual cooperation in labor-management relations. It is the intent of the Parties that labor-management conflicts arising during the life of the Agreement be resolved promptly and informally whenever possible. Either Party will bring such problems or disputes to the attention of the other Party expeditiously. If informal resolution is not possible, conflicts will be resolved per this Agreement or any other means available to the Parties.

**Section 2.** Should either Party believe that the other has committed an Unfair Labor Practice (ULP) as defined by the FLRA, that Party will serve written notice of the alleged violation of the Act upon the other Party. The FOP will serve written notice using Charge Against an Agency employer (FLRA Form 22), Appendix "D"; and the Employer will serve written notice using Charge Against a Labor Organization (FLRA Form 23), Appendix "E". For the Employer, the receiving official shall be the Regional Force Protection Program Director or his/her designee; for the FOP, the receiving official shall be the President of the FOP or designee. The Party so served shall have fourteen (14) calendar days from receipt of service to investigate the matter and meet with the other Party in an attempt to informally resolve the allegation. If the matter is not resolved after the expiration of the fourteen (14) calendar day period, the charging party may proceed to FLRA. The fourteen (14) calendar day time limit may be extended upon mutual agreement of both Parties. In the event that the time limit for filing a ULP will lapse before the parties have completed the process defined in this Article, the charging party may file the ULP Charge with the FLRA to meet the deadline and shall hold the Charge in abeyance, and notify the FLRA as such in writing with a copy to the other party, until the process defined in this article has been completed. If the Charge is resolved informally, the charging party will withdraw the ULP with prejudice.

### **ARTICLE 33 ALTERNATIVE DISPUTE RESOLUTION**

**Section 1.** The parties agree that Alternate Dispute Resolution (ADR) provides an effective means of resolving disputes in a fair and expeditious manner. The parties agree to use their best effort to resolve disputes through ADR. This Article implements the Alternative Dispute Resolution Act of 1996, 5 U.S.C. § 572,

the ADR requirements set forth in 29 C.F.R. Part 1614. The purpose of using ADR is to augment, and not replace, the Negotiated Grievance Procedure (NGP) or the procedures established in 29 C.F.R. Part 1614. Agreements reached through ADR that do not violate law, regulation, or this or other negotiated agreements shall be binding on each disputing party. If the ADR process is unsuccessful, the parties (Management, FOP or the Employee) reserve the right to independently pursue appropriate avenues of redress or appeal as specified in the grievance or EEO process. This Article reflects that fact that the parties have completed Impact and Implementation bargaining on the ADR program.

**Section 2.** The following Management officials are responsible for administering the ADR program:

- (a) The principal ADR Program Official for grievance matters is the principal ADR Program Official for ADR Program/Manager/human resources office (HRO) (CNRSW). Requests for ADR service shall be made to these organizations for disputes that fall within their purview. When issues overlap between dispute forums, these officials will coordinate their ADR efforts.
- (b) Principal ADR Coordinator for consolidating reports, arranging for ADR training, and coordinating external ADR activities is the HRO (CNRSW). These functions are not intended to provide oversight of other ADR Program Officials, but rather to gather and consolidate requirements and reports.

**Section 3.** The parties agree that all ADR sessions are confidential. Records of proceedings are limited to a memorandum for record indicating the name of the neutral, the date the ADR activity was held, and whether or not an agreement was reached. The appropriate record custodian for the particular dispute will maintain the memorandum. ADR settlement agreements will be maintained by the record custodian in the dispute case file. ADR Neutrals will respect confidentiality within the bounds of law, rule, regulation, and negotiated agreements. The parties recognize and agree that discussions regarding the terms of a particular settlement agreement are necessary for implementation and to resolve questions of implementing agencies, as appropriate.

**Section 4.** The FOP agrees that it has no interest in participating in or observing the ADR process except where an Employee has specifically requested that the FOP represent him in the specific ADR proceeding. When the FOP is acting as the representative of a particular Employee, Management agrees to

ensure that the FOP is involved in the ADR procedure. The parties agree that matters settled under the ADR process may not be raised under any other procedure.

**Section 5.** The parties agree that ADR settlement agreements are unique to the circumstances surrounding the particular issue in controversy. The parties further agree that agreements reached through ADR do not establish precedent or past practice, and may not be produced as evidence during subsequent proceedings unless incident to a claim of breach.

**Section 6.** The purpose of the ADR Program is to resolve disputes at the lowest practical level; therefore, the parties agree that participation during ADR activities is between the disputing parties, with representation on either side providing advice to their respective client. Participation in ADR activities is strictly voluntary and there is no penalty, reprisal, or adverse impact toward a person who does not choose to participate.

**Section 7.** The parties recognize and agree that an effective ADR Program must have Neutrals who are well trained and provided appropriate duty time to perform the duties, if the assignment is considered as an additional duty. Use of external Neutrals will be used when the parties mutually determine that (a) internal Neutral resources do not exist or (b) it is in the best interest of the disputing parties. Concerns regarding a particular Neutral will be resolved between the Employee, Employee Representative, or the FOP, and the particular ADR Program Official.

**Section 8.** Management agrees to provide Official Time to FOP Representatives, if designated, in accordance with Article 7, for Employees and Neutrals, if they are assigned to Commander, Navy Region Southwest, San Diego, California.

## **ARTICLE 34 POLICE COMMUNICATIONS**

**Section I.** All parties agree that a reliable radio communications system is necessary to ensure successful mission accomplishment. Employees will work together with Management to report radio system discrepancies to appropriate base officials, and to ensure that corrective actions will be given the highest priority possible.

**Section 2.** The parties also agree communications and operational security concerns necessitate development of special procedures. These radio communication procedures will be published and distributed to all Employees, and will be included in Academy and Annual Sustainment Training of new Employees.

**Section 3.** The parties agree that the radio communications system is essential to officer safety. Any Employee and/or the FOP observing Communication System malfunctions, interruptions, and communications center errors and departures from established procedures should notify the Force Protection Director or designee in writing. It is understood by the parties that the communications center and the communications systems are no longer under the authority of the Force Protection Director or designee. However, the Force Protection Director or designee will document all Employee/FOP notifications and transmit them to the appropriate command personnel and send a copy of the transmittal and the notification to the FOP and the Employee(s) who made the notification to the Force Protection Director or designee. The Force Protection Director or designee will provide the FOP and notifying Employee with a response to the notification informing the notifying Employee and the FOP of any action that was taken as a result of the notification. The Force Protection Director or designee will keep the FOP informed of the progress of the communication system upgrades and repairs.

**Section 4.** The Force Protection Director or designee and the FOP will meet to develop a system to ensure officer safety in those areas where communications are ineffective.

### **ARTICLE 35 CONTRACTING OUT**

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

**Section 2.** When the Employer has decided to contract out such work, it will provide to the FOP President or designee such information pertaining to the contract and the decision as is available and permitted by regulation or law.

**Section 3.** In the event that the Employer decides to have a study performed to resolve questions pertaining to contracting out such work, the FOP President or designee will be involved in the study to the extent permitted by law. The Employer agrees to provide A-76 training to the FOP representative involved in a study as required by the OMB circular.

**Section 4.** Negotiations. When a determination has been made that the contracting out of such work has or is expected to have an

adverse impact on bargaining unit Employees, the FOP may request negotiations thereon and negotiations will be held in accordance with this Agreement.

**Section 5.** The Employer agrees to abide by applicable Federal laws, rules and regulations with respect to contracting activities.

### **ARTICLE 36 RECOGNITION AND AWARDS PROGRAM**

**Section I.** Program Guidelines. All awards to include performance based, monetary, non-monetary, QSIs, time-off awards and beneficial suggestion awards will be recommended, approved and processed in accordance with COMNAVREGINST 12451 series and 5 CFR Part 451.

### **ARTICLE 37 RIGHTS OF OFFICERS UNDER INVESTIGATION**

**Section I.** General. When subject to an administrative investigation, the bargaining unit Employee can request representation pursuant to their Weingarten rights.

**Section 2.** Employer Action. The duty status of a bargaining unit Employee who is under investigation will be determined by the Employer. The following are only some of the examples of what the Employer may do regarding the duty status of the bargaining unit Employee:

- (a) Continue the Employee on duty in the Employee's regular assignment;
- (b) Place the Employee on excused leave with pay;
- (c) Continue the Employee on duty in some other assignment consistent with the nature of the allegation; or
- (d) Placement on indefinite suspension.

**Section 3.** Conduct of Interview. Whenever a police officer of the Employer is the subject of an interview by the employer internally which could lead to disciplinary action, reduction-in-grade, or removal from the Federal service, such interview will be conducted pursuant to the interviewer's normal practice. At a minimum, the officer will be advised:

- (a) The allegations made against the officer;
- (b) The name of the person who made the allegation; and

(c) Their Garrity and Kalkines rights as applicable.

The names of confidential informants and complaints may/may not be disclosed at the discretion of the Employer. If the U.S. Attorney has provided a written declination to prosecute, the Employee or representative will be provided with a copy of the declination of prosecution letter prior to reading the Employee the Garrity and Kalkines warning if authorized by the U.S. Attorney. Interview sessions will be for reasonable periods and will allow for such personal necessities and rest periods as are reasonably necessary. The Employee under investigation/interview will not be subjected to offensive language or be threatened.

**Section 4.** No Disclosure. The FOP recognizes that FOP representatives hold no legal privilege.

**Section 5.** Disposition. If controlled by the employer, notice of the disposition of an investigation will be provided to the employee once the employer has received disposition results or the employees next workday. Investigations controlled by the agency will normally be completed within thirty (30) days, if more time is needed the employee will be notified of the delay. The disposition will normally be either:

- (a) Sustained;
- (b) Not Sustained; or
- (c) Unfounded

**Section 6.** When An employee who is downloaded or subject to other work limiting factors will receive a written notice from a supervisor within two hours of the start of shift or as soon as practical.

## **ARTICLE 38 VOLUNTARY ALLOTMENT OF FOP DUES**

**Section 1.** Pursuant to 5 U.S.C. 7115, deductions for the payment of FOP dues will be made from the pay of members in the unit who voluntarily request such dues deduction.

**Section 2.** For the collection of FOP dues allotment, the FOP will use form SF-1187, Request for Payroll Deduction for Labor Organizations. The FOP will also be responsible for the proper completion and certification of the forms and for transmitting them to the Human Resource Office Personnel/Payroll Systems Section (HRO). A member who desires to have his dues deducted from his pay must complete the appropriate portion of the SF-

1187 and have the appropriate section completed and signed by an authorized official of the FOP who will forward it to HRO. The form must be received in the payroll office at least five (5) days prior to the beginning of the pay period in which the deduction is to begin.

**Section 3.** The Employer will ensure that DFAS is apprised that these funds are to be remitted to the **Fraternal Order of Police, Federal Lodge #12, P.O. Box 2910, Chula Vista, CA 91912.**

**Section 4.** The FOP may inform Management of any problems identified in connection with the deduction of FOP dues. Management will use its best efforts to ensure that such problems are corrected in a timely manner.

**Section 5.** Management shall take action to terminate an Employee's voluntary allotment for payment of FOP dues, effective with the start of the first pay period following the pay period in which Management is apprised that any of the following events have occurred:

- (a) Loss of exclusive recognition by the FOP.
- (b) Separation of an Employee from the bargaining unit.
- (c) Receipt by the Employer of notice from the FOP that the Employee has been suspended or expelled from the membership in the FOP.

**Section 6.** The Fraternal Order of Police has the sole right to determine its membership and may obtain the payment of dues from bargaining unit members through voluntary payroll deduction. Any such assignment shall not be revocable for a period of one year.

**Section 7.** An Employee must submit a Standard Form 1188 to the HRO to terminate the payroll deduction.

### **ARTICLE 39 CONTRACT EFFECTIVE DATE AND DURATION TERMS**

**Section 1.** This Agreement shall become effective upon the date of approval by the Department of the Defense, and shall remain in full force and effect for three (3) years from that date, except that this Agreement shall terminate and not be enforceable at any time if it is determined that the FOP is no longer entitled to exclusive recognition under the FLMRS.

**Section 2.** At least sixty (60) but not earlier than one hundred twenty (120) calendar days prior to the expiration date of this Agreement, the parties, upon written notification by either

party, shall meet for the purpose of arranging for its negotiation. If neither party serves notice to negotiate, this Agreement shall be automatically renewed for a two (2) year period subject to other provisions of this Article and subject to conformance to law, applicable public policies, instructions of the Department of Defense and the Department of the Navy and regulations of other appropriate authorities and subject to approval by the Department of Defense.

**Section 3.** By mutual consent of the Parties, this Agreement may be opened at any time for amendment and for supplemental agreements not contained herein. The nature of the desired change and reasons therefore shall be given by the moving party with a required response of thirty (30) calendar days by the other party. Amendments shall be binding upon approval by the appropriate authority.

#### **ARTICLE 40 CHAIN OF COMMAND**

**Section 1.** The chain of command for all bargaining employees is as follows:

##### **OPERATIONS**

Officer, Watch Commander, OPS Chief, OPS Officer, Security Officer (SECO), Commanding Officer and Regional Commander.

##### **ADMINISTRATIVE**

Officer, Lead Police Officer, Lieutenant (civilian), Captain (civilian), Operations Chief, Operations Officer, Regional Operations Officer or the Force Protection Director.

##### **CID CHAIN OF COMMAND**

Detective, Supervisory Detective, Chief of Detectives, Regional Operations Officer and Force Protection Director.

##### **K9 CHAIN OF COMMAND**

K9 Officer, Kennel Master, Operations Officer, Security Officer (SECO), Regional Operations Officer and Force Protection Director.

##### **TRAINING INSTRUCTOR CHAIN OF COMMAND**

Instructor Regional Training Director, Training and Assessments Program Manager and Force Protection Director.

##### **INSTRUCTOR INSTALLATION**



On Site training execution  
Training lead (if designated), Protection Support Program  
Manager, Security Officer.

Administrative issues  
Protection Support Program Manager, Training and Assessments  
Program Manager, Force Protection Director.

An alternate supervisor can be substituted for any of the  
positions in the Chain of Command due to absence or vacancies.  
Additionally, other supervisory personnel are authorized to  
recommend disciplinary action for incidents occurring on their  
shift.

**ARTICLE 41**  
**SETTLEMENT AGREEMENTS**

**Section 1.** Settlement agreements could contain interest for late  
payments.

# Signatures page

**FRATERNAL Order of Police California Lodge 12, San Diego  
Request for Official Time**

**Official Time must be approved by Supervisor or Designee in advance**

Requestor: Employee/Trustee \_\_\_\_\_  
(Circle One) (Full Name: First, Middle Initial, Last)

Position Title: \_\_\_\_\_ Workshift: \_\_\_\_\_

Date Submitted: \_\_\_\_\_ Date and Time Requested: \_\_\_\_\_

Estimated Time Required: \_\_\_\_\_ Destination(Site and Bldg No.): \_\_\_\_\_

Official Time is requested for the purpose stated below under the terms of the collective bargaining agreement. Check the appropriate boxes:

- Discuss matters of concern with Employee/Trustee (Circle One)
- Research/Prepare/Present grievance (Employee/Trustee) (Circle One)
- Review/Respond to correspondence/memorandum (For Trustee Only)
- To serve as a witness for Hearing/Arbitration/Mediation (For Employee Only)
- To serve as a representative for Hearing/Arbitration/Mediation (For Trustee Only)
- Meet with management (For Trustee Only)
- Other (Specify): \_\_\_\_\_

For Union Trustees: If meeting with a Bargaining Unit Member, provide the following for coordination of release of employee by the supervisor.

Employee's Name: \_\_\_\_\_ Code: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_ Supervisor's Phone: \_\_\_\_\_

- Approved <sup>0</sup> Rescheduled (Explain):

When arriving at destination, check-in with Employee's Supervisor and have Supervisor sign:

Supervisor's Signature: \_\_\_\_\_ Date and Time: \_\_\_\_\_

If rescheduled, indicate alternative dates and times available:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Accepted by Employee/Trustee

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Accepted by Employee/Trustee

**PROVIDE COMPLETED FORM TO YOUR SUPERVISOR**



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# FRATERNAL ORDER OF POLICE

## FOP FEDERAL OFFICERS, LODGE 12, SAN DIEGO



**FOP GRIEVANCE**

EMPLOYEE GRIEVANCE Arbitration can only be invoked by FOP Lodge 12	
FOP GRIEVANCE	

**PLEASE PRINT OR TYPE**

NAME OF GRIEVANT	EMPLOYEE NO.
------------------	--------------

NAME OF FOP REPRESENTATIVE

REPRESENTATIVE'S PHONE	GRIEVANT'S WORK PHONE	GRIEVANT'S CLASSIFICATION
------------------------	-----------------------	---------------------------

ARTICLE(S) AND SECTION(S) NUMBER(S) OF CONTRACT VIOLATION

STATEMENT OF GRIEVANCE (GIVE TIMES, DATES, WHO, WHAT, WHEN, WHERE, WHY, HOW) BE SPECIFIC.  
(CONTINUE ON SEPARATE PAGE IF NECESSARY)

REMEDY REQUESTED  
**To meet with management to adjust this grievance and to  
and such other and further relief necessary to make Employee whole.**

REPRESENTATIVE'S SIGNATURE	DATE
----------------------------	------

GRIEVANTS SIGNATURE	DATE
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**HE ORIGINAL OF THIS FORM MUST BE SUBMITTED AT EVERY STEP. ONCE A DECISION HAS BEEN MADE, THE ORIGINAL MUST BE RETURNED TO THE FOP REPRESENTATIVE ALONG WITH ANY WRITTEN RESPONSE TO THE GRIEVANCE. IF THERE IS NO RESPONSE OR IF THE ORIGINAL IS NOT RETURNED TO THE FOP TIMELY, THE FOP MAY ADVANCE A COPY OF THIS FORM TO THE NEXT STEP.**

## INFORMAL STEP

### DISCUSSION WITH IMMEDIATE SUPERVISOR

IDENTIFY MANAGEMENT OFFICIAL RECEIVING GRIEVANCE (NAME & RANK)

DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	DATE OF MEETING	DATE OF MANAGEMENT REPLY (SEE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)		GRIEVANCE RESOLVED? (YES/NO)	

## FORMAL STEP ONE

IDENTIFY MANAGEMENT OFFICIAL RECEIVING GRIEVANCE (NAME & RANK)

DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	DATE OF MEETING	DATE OF MANAGEMENT REPLY (SEE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)		GRIEVANCE RESOLVED? (YES/NO)	

## FORMAL STEP TWO

DATE DELIVERED	CHIEF'S SIGNATURE
DATE OF MEETING	DATE OF RESPONSE (SEE RESPONSE ATTACHED)
REQUESTED REMEDY GRANTED? (YES/NO)	GRIEVANCE RESOLVED? (YES/NO)

## FORMAL STEP THREE

### NOTICE OF INTENT TO ARBITRATE

IDENTIFY MANAGEMENT OFFICIAL SERVED WITH NOTICE (NAME & RANK)

DATE DELIVERED	SIGNATURE OF MANAGEMENT OFFICIAL	
Grievance Tracking:		
1st Step.....	from    /    /    to    /    /	
2nd Step.....	from    /    /    to    /    /	
3rd Step.....	from    /    /    to    /    /	
Arbitration.....	from    /    /    to    /    /	
DISPOSITION DATE	FINAL DISPOSITION OF GRIEVANCE	
NOTIFICATION DATE	GRIEVANT NOTIFIED BY	METHOD OF NOTIFICATION

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Appendix E

Farm Eesapi Under 44 U.S.C. 2E12

UNITED STATES OF AMERICA. FEDERAL LABOR RELATIONS AUTHORITY  <b>CHARGE AGAINST A LABOR ORGANIZATION</b>	<b>FOR FLRA USE ONLY</b>
	Case No.
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1. CiartiRel Labor DrpitnaRtIon <span style="float: right;">i Z. Chnroing Rudy III nilvl-dual, Lobar OrganIzolfin. AcliyIty. or Agon40</span> Name: <span style="float: right;">NI m4</span> Address: <span style="float: right;">Address:</span>	
Ter* <span style="float: right;">Ekt</span> <span style="float: right;">TOLX ( )</span> <span style="float: right;">Ext.</span> Ferd. <span style="float: right;">Fax i 1</span>	
1 Charged Labor Orgarkbatlan GorrkAOk 11111OrmlitIOD <span style="float: right;">4. Charging Party Contact Irrhormalioo</span> Narra: <span style="float: right;">Kamm:</span> l'Irle; <span style="float: right;">Tille:</span> Address. <span style="float: right;">Address:</span>	
Tni.r. <span style="float: right;">Ert</span> <span style="float: right;">Te.l.k I )</span> <span style="float: right;">De.</span> Fax* <span style="float: right;">Him":</span>	
5. WhILn.r...rmaellonWeil 5 U.S.O. 711603) miler 141 do you Deove ha....Blw.ledor.Eop poi r.e.yroul E. Tell Exa c II y 411•LAT Ihn labor orgarkalion d d. Slarl MO the DATE and LOWIC01, 81al11 44HO was Involod, IncludnAled.	
T.1-lowo you or ;rryTTO elrir.mloellilla mei-rim ens. 8Iihid ornMurb? <input type="checkbox"/> PA <input type="checkbox"/> YsB <input type="checkbox"/> If 4atA11er5? Flee TRyertel	
a. I DECLARE THAT I HAVE READ THIS CHARGE AND TRUST THAT IT IS TRUE TO THE BEST OF MY KNOWLEDGE AND RELIEF. I UNDERSTAND THAT INTENTIONALLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT UNDER 5 U.S.C. 1401. 7H15 0-1ARGE IGS SERVED ONTHE PERECIN IDENTIFIED IN KIK ta SY [check 'V' bag <input type="checkbox"/> Fak ]=11 s4 Class Kil 0 In Pereirn <input type="checkbox"/> COgrrhardi4 DRIMOry <input type="checkbox"/> Derified ma	
TyK. ceFrinl T'Our hlini <span style="float: right;">VOW 1414Q.F1</span> <span style="float: right;">1:1815</span>	