

AGREEMENT BETWEEN
THE NAVAL STATION, PEARL HARBOR, HAWAII
AND THE
FEDERAL FIREFIGHTERS ASSOCIATION (FFA)
POLICE AND GUARD CHAPTER, UNIT 1



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PREAMBLE

This Agreement is made by and between Naval Station, Pearl Harbor, Hawaii, Department of The Navy hereinafter called the "Employer", and Federal Firefighters Association (FFA), Police & Guard Chapter, Unit 1, hereinafter referred to as the "Union", and collectively referred to as the "Parties". It is the intent and purpose of both parties to this Agreement:

(1) to promote and improve the efficient administration of the Naval Base Police Department and the major role it plays in defense and protection of the United States of America, and the well-being of employees within the meaning of Title VII of the Civil Service Reform Act (CSRA), Public Law 95-454 enacted on October 13, 1978;

(2) to further establish a basic understanding relative to personnel policies, procedures and practices, and matters affecting the conditions of their employment; and,

(3) to provide a means for amicable discussion and adjustment of matters of mutual interest at Naval Station, Pearl Harbor, Hawaii, Naval Base Police Department.

ARTICLE 1: RECOGNITION AND UNIT DESIGNATION

SECTION 1. The Employer recognizes the Union 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 Union is representative of the employees under the criteria set forth by the Federal Labor Relations Authority (FLRA), hereinafter referred to as the "Authority".

SECTION 2. The Unit is as defined in the Certification of Representative, Case No. 98-RO-80009, by the Authority, as follows:

INCLUDED: All employees of the Naval Base Police Department, Naval Station, Pearl Harbor, Hawaii.

EXCLUDED: All professional employees, management officials, supervisors, and employees described in 5 USC 7112(b) (2), (3), (4), (6), and (7).

ARTICLE 2: NEGOTIATION AND APPLICATION OF LAW

SECTION 1. The parties to this Agreement have a duty to bargain collectively on the conditions of employment affecting employees in the Unit. This mutual obligation to meet at reasonable times and bargain in a good faith effort to reach agreement on personnel policies, practices, and matters affecting working conditions shall not extend to matters relating to prohibited political activities, to those relating to the classification of any position, or to the extent such matters are specifically provided for by Federal statute.

SECTION 2. Bargaining is subject to Federal Law, to Government-wide rules and regulations, and to agency rules and regulations except when the Authority has determined that no compelling need exists for the agency's rules and regulations.

SECTION 3. The Union shall be given advance notice and the opportunity to negotiate on any proposed changes in conditions of employment affecting Unit employees. Such notification shall be in the form of a draft of the proposed change and a statement of the reasons for the change. It shall be submitted to the President of the Union for study and comments. Within fourteen (14) calendar days after receipt of the notification, the Union may submit comments or ask for a meeting to discuss the matter. If the Union fails to act within that time limit, the Employer may proceed to implement the proposed change and there is no obligation to negotiate. In the event the Union submits comments and/or a meeting is held without resolution of the issues, the party desiring to negotiate the matter must notify the other not later than seven (7) days after the meeting or receipt of the other's final position. Negotiations shall be subject to normal third party proceedings, if necessary, and no change shall be made until agreed by the parties. However, if the change is directed by higher authority, the change will be

implemented and negotiations may continue on the impact of the change.

ARTICLE 3: EMPLOYER'S RIGHTS

SECTION 1. Subject to Section 2 of this Article, nothing in this Agreement shall affect the Employer's authority:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Activity.
- b. To hire, assign, direct, lay-off and retain employees or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
- c. To assign work, to make determinations with respect to contracting out and to determine the personnel by which Activity operations shall be conducted;
- d. With respect to filling positions, to make selections for appointments and promotions from:
 - (1) Among properly ranked and certified candidates for promotion; or
 - (2) Any other appropriate source; and
- e. To take whatever actions may be necessary to carry out the Activity mission during emergencies.

SECTION 2. Nothing in this Agreement will preclude the Employer and the Union from negotiating:

- a. At the election of the Employer 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.

- b. Procedures which the Employer will observe in exercising any authority under this Article, and;

- c. Appropriate arrangements for employees adversely affected by the exercise of any authority under Sections 1 or 2 of this Article by the Employer.

ARTICLE 4: EMPLOYEE'S RIGHTS

SECTION 1. 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 provided by law, such right includes the right:

- a. To act for a labor organization in the capacity of a representative and, in that capacity, to present the views of the labor organization to heads of agencies, and other officials of the executive branch of the Government, the Congress, or other appropriate authorities;
- b. To engage in collective bargaining with respect to conditions of employment through representation, and
- c. To individually or collectively petition Congress or a member of Congress.

SECTION 2. It is further agreed that the rights described in Section 1 do not extend to participation in the management of a labor organization where such participation or activity would result in a conflict or apparent conflict of interest, or otherwise be incompatible with law or with the official duties of an employee.

SECTION 3. The Employer and the Union agree to take action to assure that:

- a. Employees are apprised of their rights under this Article;

- b. There is no interference with, restraint, or coercion in this exercise by the employee of any right under this Agreement or The Civil Service Reform Act of 1978; and the Employer will assure that,

- c. There is no discrimination in connection with hiring, tenure, promotion or other conditions of employment which would encourage or discourage membership in any labor organization.

SECTION 4. Nothing in this agreement shall require an employee to become or to remain a member of the Union, or to pay money to the Union except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

SECTION 5. Employees have the right to be advised annually of their entitlement to representation prior to any action, in cases where the employee has reason to believe the result of interviews, interrogation, or other examinations may lead to the initiation of disciplinary action against the employee.

SECTION 6. Each employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules and regulations.

SECTION 7. An employee(s) official personnel folder and Police Department personnel folders and contents thereof, shall be disclosed to the employee or his/her representative upon written request. The disclosure of information will be only as permitted by applicable rules and regulations.

ARTICLE 5: UNION RIGHTS AND REPRESENTATION

SECTION 1. The Employer agrees to recognize the officers and stewards of the Union and shall be kept advised in writing by the Union of the names of its officers and the stewards for the Unit. The Union may appoint a Chief Steward, and two stewards for each of the day, swing and midnight shifts.

SECTION 2. Reasonable time during working hours shall be granted Union representatives in the Unit to carry out their duties and responsibilities as set forth in this Agreement, including the receiving and processing of grievances and to attend meetings with management officials.

SECTION 3. Prior to leaving their assigned duties, stewards shall first obtain the approval of their supervisor and the supervisor of the employee they wish to contact. The supervisors will also be notified when the steward and employee return to work. Employees desiring to leave their job for discussions with an appropriate Union representative on a job-related matter shall first obtain the permission of the supervisor and the steward's supervisor. Permission normally will be granted provided manpower requirements are met. "Absence from job permit" form shall be obtained by the steward/employee to substantiate approval by the supervisors.

SECTION 4. It is agreed that the original point of contact by stewards for discussion of grievances of other matters pertaining to this agreement will normally be the lowest level supervisor having authority to act on the matter. Contacts above this level will be made by the Unit President or his designee.

SECTION 5. Bulletin board(s) shall be provided to the Union for the posting or circulation of Union information. The Union is responsible for materials posted and maintenance of the board(s). Such material shall not contain scurrilous or libelous material. The Union agrees that the posting of material will be accomplished without interference with the work of the employee(s) and the operation of the Department.

SECTION 6. The Union is the exclusive representative of the employees in the Unit and is entitled to act for, and negotiate a collective bargaining agreement covering all employees in the Unit.

SECTION 7. The Union shall have the opportunity to be represented at:

- a. Any formal discussion between one or more representatives of the Employer and one or more employees in the Unit or their representatives concerning any grievance or any personnel policy or practice or other general condition of employment; or
- b. Any examination of any employee by a representative of the agency 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.

SECTION 8. Subject to security and safety regulations and approval of the Security Officer or the Chief of Police, officials of the Federal Firefighters Association, who are not employees, may visit the Department. Request will be made as early as possible in advance of intended visit.

SECTION 9. Any activities performed by any employee relating to the Union (including the solicitation of membership, elections of Union officials, and collection of dues) shall be performed while the employee is in a non-duty status.

SECTION 10. The Employer shall inform all new Unit employees of the exclusive recognition of the Union by providing the employees with a copy of this agreement.

SECTION 11. Upon written request of the Union, Employer shall provide available and appropriate facilities to the Union for meetings with employees who are in a non-duty status. The Union shall assume responsibility for maintaining facilities in the "as found" condition. Union will submit desired primary and alternate dates in order to accommodate Employer scheduling of facilities.

SECITON 12. The Employer shall provide, upon request of the Union, copies of regulations, laws or rules that will assist in

resolving issues raised pertinent to provisions contained in this agreement.

SECTION 13. The Union agrees to accept all eligible employees as members without discrimination to race, color, creed, religion, sex, age or national origin.

ARTICLE 6: ANNUAL LEAVE

SECTION 1. Employees have the right to accrue and use annual leave. Supervisors have the right to approve or disapprove annual leave. Employees will request annual leave by means of the form SF-71, sufficiently in advance to allow prior supervisory approval or disapproval, which shall be based upon the needs of the Activity and consideration of the employee's request. When employees can be spared from their duties without unreasonable adverse impact upon the requirements of the Employer, annual leave will be granted.

SECTION 2. In emergency situations which preclude advance request and approval, the employee will notify the Watch Captain or the section head of the emergency and request leave at the beginning of the employee's shift on the first day of absence. Employees will describe the emergency, and request number of days leave. SF-71 form will be submitted upon return from leave.

SECTION 3. The parties agree a reasonable effort will be made to prevent forfeiture of leave. However, it is the employee's responsibility to request use or lose leave in a timely fashion in order to preclude end-of-year forfeiture.

SECTION 4. Minimum charge for annual leave is one hour. Absence of less than one hour will not be accumulated from day-to-day for purposes of charging leave. In no event may employees be required to work during any period for which leave is charged.

SECTION 5. The Employer agrees to make every effort to grant employees one continuous leave period of at least two (2) weeks of accrued annual leave for vacation. Requests for such leave periods will be made sufficiently in advance to provide both the employees and the Employer opportunity for proper planning and scheduling. Leave for the period January through June should be requested by 15 November of the prior year and leave for the period July through December should be requested by 15 May of that year. The supervisor will notify the employee of the disposition of the leave request within fourteen (14) calendar days after submission, to enable the employee to plan accordingly.

SECTION 6. Annual leave requests for the purpose of VACATION PERIODS will be considered based on the following criteria:

- a. The date the leave request (SF-71) was submitted (first come, first served);

- b. In the event, multiple requests for annual leave are received for the same period, at the same time (duty day), the person with the greatest seniority in the Department will receive preference for the requested period.

ARTICLE 7: SICK LEAVE

SECTION 1. Sick leave will be authorized for employees under the following circumstances:

- a. When they are incapacitated by sickness or injury from performing their duties.

- b. For medical, dental, or optical examination or treatment including travel time to and from the physician.

- c. When, through exposure to a contagious disease, the presence of the employee at the duty station would jeopardize the health of fellow employees or when the presence of contagious disease in the employee's personal care. A contagious disease is a disease ruled as subject to quarantine, requires the isolation of the patient or requires restriction of movement of the patient for a specified period as prescribed by the health authorities having jurisdiction. If local health authorities or regulations fail to specify how long a patient with a contagious disease should be subject to isolation, quarantine or restriction of movement, a certification of a physician as to the period required is sufficient to support the grant of sick leave. The employee must support the request for leave due to contagious disease with a doctor's statement that the employee has, or has been exposed to, a contagious disease, what the disease is, and that the employee must remain at home or in a hospital.

SECTION 2. The Employer may require administratively acceptable evidence to assure that the nature of the illness is such that it is incapacitating. The employee shall notify the

Employer as to the expected duration of the employee's absence and shall request appropriate leave. The Employer has the right to require that an employee furnish a doctor's certification for each absence for which sick leave, was requested, when there is reasonable evidence that the employee is abusing sick leave.

SECTION 3. An employee who is incapacitated for duty will notify their supervisor or watch captain as appropriate of the situation as soon as possible but no later than one (1) hour prior to the start of the employee's shift, and request appropriate leave.

SECTION 4. When an employee finds that the absence will extend beyond the original estimated time, the employee will report this to the Employer before the end of the original estimated time, indicating the reasons for the continued absence and the anticipated length of the continuing absence.

ARTICLE 8: LEAVE WITHOUT PAY

SECTION 1. Employees may request and be granted leave without pay in accordance with applicable laws and regulations. Such leave of absence shall not exceed a period of one year for each application.

SECTION 2. Requests for leave without pay shall be in writing, shall justify and explain the need, and shall be submitted at least 30 calendar days prior to the time needed in order to allow the leave approving official sufficient advance notice to make a decision, other than extreme emergencies.

SECTION 3. An employee on approved leave of absence shall not lose rights or benefits subject to laws and regulations.

ARTICLE 9: MISCELLANEOUS LEAVE AND EXCUSED ABSENCE

SECTION 1. VOTING

- a. Excused absence will be given to employees to vote in national, state and local municipal elections or referendums.

- b. An employee living within normal commuting distance will be given excused time as necessary to vote, without charge to leave, which will permit him/her to report to work within three (3) hours after the polls open or leave up to three (3) hours before the polls close, whichever requires the least amount of excused time.

SECTION 2. MILITARY LEAVE.

- a. Request for military leave will be granted in accordance with applicable rules and regulations.

SECTION 3. COURT LEAVE

- a. Request for court leave will be granted in accordance with applicable laws, rules and regulations.

ARTICLE 10: ADMINISTRATIVE LEAVE FOR UNION SPONSORED TRAINING

SECTION 1. The Employer agrees to provide a block of time not to exceed 80-hours per calendar year of administrative leave authorized for Union officials within the Unit for the purpose of attending Union-sponsored training sessions pertaining to matters within the scope of the Civil Service Reform Act. The request for leave will be submitted to the Employer thirty (3) days prior to the date of training and will include the training agenda.

ARTICLE 11: TARDINESS

SECTION 1. Failure of employees to report promptly ready to work at the start of the scheduled tour of duty will be treated as follows:

- a. In an isolated instance of tardiness of less than one (1) hour where the excuse is reasonable, the tardiness may be excused by the employee's watch captain as appropriate in accordance with applicable regulations. Where tardiness is in excess of 1 hour and the reason for tardiness is reasonable, the employee will be charged leave, if available, otherwise leave without pay.
- ~~b.~~ In the case of tardiness where the excuse is not considered reasonable to the supervisor, the period of tardiness will be treated as unauthorized tardiness. The supervisor will advise the employee of the possible consequences, including disciplinary action, if the punctuality habits are not improved. The employee may grieve such determinations by his/her supervisor.

ARTICLE 12: WORKING CONDITIONS AND HOURS OF WORK

SECTION 1. Employees are subject to perform shift work and will be assigned tour schedules at the discretion of the Employer. Schedules will be posted and forecast a period of 28 days.

SECTION 2. The Employer will provide advanced notice when a change in work schedule is necessary.

SECTION 3. The Employer is responsible for the implementation of call back procedures for emergencies or contingency operations.

Section 4. The tour of duty will be a basic 40-hour work week for all employees, other than Patrol Division personnel, and shall normally be five consecutive days, Monday through Friday. The basic work week for Patrol Division personnel shall normally be five consecutive 8-hour days which may include Saturday and/or Sunday. The employee's off days will normally be consecutive and administered on a rotation basis every 28 days. Employees on the same shift and of the same rank may be allowed to exchange off days with one another, ten days prior to the change of watch, subject to approval by the Major of Operations.

Section 5. Management retains the right to assign employees to various shifts. This right includes the right to determine the particular qualifications and skills needed to perform the work of a position, including such job-related individual characteristics as judgement and reliability, and the right to determine whether employees meet those qualifications. If an employee desires to work on a different shift, the employee may submit a written request to the Major of Operations for

consideration. If two or more employees request for the same shift, where a vacancy exists, and it is determined by management that they are suitable for the shift assignment and equal in qualifications, the employee with the greatest seniority in the Department shall be given the shift assignment.

SECTION 6. Employees that are on a detail or an emergency who cannot eat their meals during the normal meal period shall be provided 30 minutes after the detail or emergency to eat.

SECTION 7: The lunch meal period will normally be scheduled between 0900 to 1300 for 1st shift, supplemental, 2nd and 3rd shifts remain the same according to past practices.

SECTION 8. Because all employees of the bargaining Unit have been designated "essential personnel," when administrative leave is granted to non-essential employees because of hazardous weather conditions or for other emergency situations, employees of the Unit must report for work unless they have been individually notified by their supervisor that they are excused for the day.

ARTICLE 13: OVERTIME AND CALL BACK

SECTION 1. The Union recognizes the right of the Employer to require overtime work in order to meet unforeseen emergencies, manpower requirements or for other reasons deemed necessary by the Employer.

SECTION 2. Work performed on overtime will be properly recorded and compensated for in accordance with applicable laws and regulations.

SECTION 3. The Employer will provide employees as much notice as possible when overtime is required; however, it is recognized that unforeseen requirements may present situations where advanced notification is not accomplished. When scheduled overtime is available to employees, qualified personnel may volunteer for the assignments. A notice to that effect will be posted.

SECTION 4. Employees who have a letter of requirement to present a doctor's certificate for illness, shall not be permitted to volunteer for overtime until such time as the requirement has been rescinded. However, when the employee's name appears on the mandatory overtime roster, he/she will work the overtime. In the instance wherein an employee is suspended for any period of time for disciplinary reason, i.e., one, two or more days, that person shall not be permitted to work overtime until the person has been back to work for a period of three (3) full pay periods, unless the Employer deems it necessary to meet workload requirements. The employee will remain in the regular overtime sequence.

SECTION 5. The parties agree that duty rosters will be maintained by the Employer and such rosters will be made available for review, and a copy of the roster will be provided if requested.

SECTION 6. Overtime shall be assigned at the discretion of the Shift Captain and/or his supervisor. Employees assigned to overtime work will be given as much advance notice as practicable. The Employer will not assign overtime work to employees as a reward or penalty, but solely in accordance with the need of the organization. Overtime pay shall be completed in accordance with applicable regulations.

ARTICLE 14: PROMOTIONS AND DETAILS

SECTION 1. The Employer and the Union agree that all Unit vacancies approved for filling are to be filled on the basis of merit and in accordance with applicable laws, regulations and this Agreement, with the objective of selecting from among the best qualified persons available, and cognizant of providing opportunity for promotions.

SECTION 2. To facilitate prompt selection when common vacancies occur, the Employer may maintain open continuous vacancy announcements, valid for at least one year. Employees may apply for promotion at any time during the one-year life of the vacancy announcements; however, cutoff dates will be established upon receipt of the recruitment request (SF 52). After the initial closing date, only applicants who apply prior to the receipt of the recruitment request shall be considered for the vacancy.

SECTION 3. Job announcements for Unit vacancies shall be posted on unofficial bulletin boards throughout the Department for at least five (5) calendar days. Such posting shall contain a brief description of the duties and responsibilities of the position and the required qualifications.

SECTION 4. The Employer agrees to temporarily promote an employee who is qualified and otherwise eligible, when it is known in advance that the employee will be directed to perform the duties of a higher level position in the Unit for a period equal to two full pay periods or longer. The temporary promotion will be effected on the date the employee is assigned the higher duties provided the Employer knows seven (7) calendar days in advance that it will be necessary to assign the duties.

SECTION 5. Details for a period of less than thirty-one (31) days need not be officially documented on a Standard Form 52; however, the Employer agrees that a Departmental record of such details, shall be maintained. This record is to be used to credit employees for the experience gained while detailed to that position.

ARTICLE 15: POSITION CLASSIFICATION

SECTION 1. Employees may consult with their supervisors on an informal basis, when employees allege inequities in the classification of their positions. Employees may be represented by or seek assistance from the Union in pursuing a grievance or appeal in connection with position classification matters. Employees have the right to appeal their position classification without fear of restraint, prejudice or reprisal.

SECTION 2. When the term "performs other duties as assigned" or its equivalent is used in a position description, the term will mean tasks which are reasonably related to the employee's official position. Such duties include but are not limited to cleaning of the employees assigned work area, changing flat tires, and cleaning the interior of their patrol vehicles if a vehicle is assigned to the employee.

For the purpose of this section, cleaning of the employees assigned work area means emptying trash cans and ashtrays, and wiping down countertops and sweeping; cleaning of vehicle interiors means removing trash, emptying ashtrays and wiping up spills. Instructions on tire changing techniques will be provided on an as-needed basis and appropriate tools will be made available.

SECTION 3. The Employer shall consider the views and recommendations of the Union regarding changes in the position description of employees.

SECTION 4. Employees may seek adjustment of the pay category, title, series or grade of their officially assigned position under the provisions of applicable regulations and/or may elect to appeal directly to the Office of Personnel Management under provisions of the Federal Personnel Manual (FPM).

ARTICLE 16: PERFORMANCE APPRAISALS

SECTION 1. Employees shall receive annual appraisals of job performance based on established standards for each employee's position. Job elements and performance standards will be communicated to each employee at the beginning of the appraisal period. There will be a documented progress review midway in the performance period.

SECTION 2. An employee will be given a copy of the performance plan including critical elements and standards that relate to his/her position at the beginning of the appraisal period.

SECTION 3. At anytime a non-probationary employee's performance is considered to be unsatisfactory, the Employer will provide the employee a reasonable opportunity to demonstrate minimally successful performance prior to any proposed removal or reduction in grade. The employee will be notified in writing of the unsatisfactory performance, what action must be taken to improve performance at least a minimally successful level and what assistance will be given by the Employer to assist the employee to improve his/her performance.

ARTICLE 17: REDUCTION-IN-FORCE

SECTION 1. In any reduction-in-force action, the Employer agrees to notify the Union as far in advance as possible and prior to the issuance of official notices to the employees involved. The Union shall be provided written information concerning the approximate number of employees to be reduced, the competitive levels affected, the approximate date action is to be taken and the reason for the reduction-in-force (RIF).

SECTION 2. In order to minimize the impact of a reduction-in-force, existing vacancies may be filled by the placement of qualified employees who might otherwise be adversely affected by the reduction-in-force action. Such placement shall be made on the basis of the retention standing of employees involved.

SECTION 3. Employees and their representatives shall be allowed a reasonable amount of official time to review retention registers and other records pertaining to the RIF. In this regard, if the employee and his/her representative cannot be released from their assigned areas for this purpose, the Employer shall provide an appropriate Employer representative to meet with the affected employee(s) and their representatives at the employees' assigned area.

ARTICLE 18: EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. It is agreed that equal employment opportunity shall be afforded all employees on the basis of merit; therefore, there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, non-disqualifying handicapping condition. It is further agreed that there shall be no discrimination against any employee on account of marital status or political affiliation.

SECTION 2. Any employee in the Unit alleging discrimination on any basis as cited in Section 1 above may elect to process the matter under the applicable statutory procedure or the negotiated grievance procedure, but not both.

ARTICLE 19: HEALTH, SAFETY, MORALE AND WELFARE

SECTION 1. It is agreed that a work environment of safety and health is conducive to high morale and maximum efficiency. Therefore, the Employer/Employee shall make reasonable efforts to provide and maintain safe and healthful working conditions to comply with applicable laws and regulations relating to safety and health. All employees are encouraged to work in a safe manner and to report promptly all on-the-job injuries and any unsafe practice or condition observed to the responsible supervisor.

SECTION 2. Upon notification by an employee of a safety discrepancy, the Employer will request repair service of facilities concerned for the health and safety of the employees if the Employer determines the conditions to be unsafe.

SECTION 3. Space allocated in Bldg. 160 as the locker/restroom is for the use and benefit of Department personnel.

SECTION 4. The Employer agrees to provide, at the request of an employee, counselling in accordance with the Civilian Employee Assistance Program (CEAP).

SECTION 5. Employees may use the base gym, exercise equipment, sports equipment and pool for the purpose of exercising and physical fitness during off-duty hours and in accordance with existing instructions.

SECTION 6. All safety equipment deemed appropriate and/or required by applicable laws and regulations to insure protection of the employees will be provided by the Employer. This may include, but not limited to, helmets, hearing protection devices, handcuffs and cases, vehicle and weapons that conform to Federal Civil Service Law Enforcement Standards. All such equipment shall be maintained to meet acceptable safety standards. Additional optional equipment, such as safety glasses, is available at discount rates, in accordance with existing regulations and may be purchased by employees at their own expense.

SECTION 7. The Union shall be notified prior to issuing any safety or health regulations or policy which would impact upon the working conditions of the bargaining unit.

SECTION 8. When the Employer is alerted to the nature of a life threatening hazard, action will be taken to remove and/or correct the deficiency.

SECTION 9. The employer will welcome at any time, from employees or from the Union, suggestions which offer practical and economically feasible ways of improving safety conditions. Any Union representative may upon request, meet with the Employer's representative to discuss safety or health issues.

SECTION 10: Employees injured on the job will report injuries, no matter how slight, in writing to their immediate supervisor, preferably before leaving the work site or the shift during which the injury occurred, but not later than 48 hours after the injury. Such reports shall be made on the Office of Workers Compensation Program (OWCP) Form CA-1; supervisors shall help the employee in filling out this form. If the employee's injuries prevent their making this report, the report will be submitted by the employee's supervisor.

SECTION 11: When required to perform lifesaving or mouth-to-mouth resuscitation, the Employer shall provide disposable gloves and mouth pieces designed to protect against contracting A.I.D.S.

ARTICLE 20: DISCIPLINARY ACTIONS

SECTION 1. Disciplinary actions will be taken only for just cause; the penalty imposed shall be the minimum in the judgment of the disciplining official that can reasonably be expected to correct the affected employee and maintain discipline and morale among other employees. For purposes of this Article, corrective measures range from a letter of reprimand to a suspension of 14 days or less. Suspensions shall only be taken for such cause as will promote the efficiency of the service (including discourteous conduct to the public confirmed by an immediate supervisor's report of four such instances within any one-year period or any other pattern of discourteous conduct).

SECTION 2. Prior to initiating disciplinary action against an employee, a pre-action investigation or inquiry shall be made by the immediate supervisor or other responsible official as is necessary to determine the facts in the case. A discussion will be held with the employee, except where circumstances make such discussion impractical. Prior to the discussion, the supervisor shall advise the employee that the purpose of the meeting is to investigate or make any inquiry on a reported incident. The employee is entitled to representation if he/she requests it.

SECTION 3. When a decision is made to propose a suspension of 14 days or less, the affected employee is entitled to:

- a. An advanced written notice stating the specific reasons for the proposed action;
- b. At least 10 calendar days to answer orally and/or in writing and to furnish affidavits and other documentary evidence

to support the answer. This time limit may be extended upon showing of good cause;

c. Be represented by an attorney or other representative; and

d. A written decision and the specific reasons therefore shall be given within a reasonable period of time.

SECTION 4. In the event the decision is made to issue a letter of reprimand, or to effectuate the proposed or less severe suspension, the employee shall be advised that he/she may grieve the action under the negotiated grievance procedure.

ARTICLE 21: ADVERSE ACTIONS

SECTION 1. An adverse action means a removal, a suspension for more than 14 calendar days, a reduction in grade or pay, or a furlough of 30 days or less. For the purpose of this Article, the provisions of Title 5, Chapter 75, subchapter 11, 5 U.S.C. apply. The Employer may take such adverse action against an employee only for such cause as will promote the efficiency of the service.

SECTION 2. An employee against whom an adverse action is proposed is entitled to:

- a. At least 30 days advanced written notice, by the Police Chief, unless there is a reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action.
- b. A reasonable time, but not less than ten days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
- c. The right to review the material on which the proposal was based and which is relied upon to support the reasons in the notice of proposal;
- d. Be represented by an attorney or other representative; and
- e. A written decision and the specific reasons therefore.

SECTION 3. In the event the decision is made to effectuate the proposed or less severe adverse action, the employee shall be informed of his/her right and the timeframe to appeal the decision to the Merit Systems Protection Board (MSPB) or through the negotiated grievance procedure, but not through both procedures. The employee may grieve under the negotiated procedure not later than 15 calendar days after the effective date of the action.

SECTION 4. Reasonable official time shall be granted employees and/or their Union representative to prepare grievances, to include discussions for that purpose, covered by this Article.

ARTICLE 22: INJURY COMPENSATION

SECTION 1. When an employee is injured on the job, the Employer will request the response of appropriate emergency medical care and will assure transportation to an emergency medical facility for initial emergency care.

SECTION 2. Assistance will be provided by the Employer to expedite claims by the employee(s) in the filling of all compensation claim forms.

SECTION 3. If an employee is transferred to another shift while on compensation, the employee may request to return to the previously assigned shift by making such request in writing to the Police Chief. The Employer will consider the request and respond in writing within 21 calendar days.

SECTION 4. The Employer will consider requests for light duty assignments from personnel injured in the line of duty, commensurate with limitations identified by competent medical authority.

ARTICLE 23: TRAINING

SECTION 1. Training and development of employees is a matter of significant importance to the parties.

SECTION 2. The Employer will meet with the Union once a year for the purpose of discussing training courses for employees. The Employer will consider all training proposals made by the Union.

SECTION 3. All employees will be considered for available training. The Employer shall determine who will attend such training.

SECTION 4. Travel funds shall be provided in accordance with applicable regulations for all training required by the Employer.

SECTION 5. Employees attending training courses required by the Employer will be in a pay status in accordance with applicable laws, rules and regulations.

ARTICLE 24: GRIEVANCE PROCEDURE

SECTION 1. This Article provides an orderly procedure for processing grievances. A "grievance" means any complaint:

- a. By any Unit employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any Unit employee; or
- c. By any Unit employee, the Union or the Employer concerning the effect of interpretation, or a claim of breach of this Agreement; or any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

SECTION 2. The grievance procedure shall not apply to any grievance concerning:

- a. Any claimed violation relating to prohibited political activities;
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal for national security reasons;
- d. Any examination, certification, or appointment; or

e. The classification of any position which does not result in the reduction in grade or pay of any employee;

f. Removal of Probationary employees;

g. Issues raised under Unfair Labor Practice (ULP) procedures;

h. Letters of Caution/Requirement.

SECTION 3. Unit employees have the right to present grievances on their own behalf without the intervention of the Union; however, the Union has the right to be present during the grievance proceedings, and arbitration can only be invoked by either the Union or the Employer. Reasonable time during working hours will be allowed for employees and Union representatives to present grievances to management officials or an arbitrator.

SECTION 4. A grievance must be presented within 15 calendar days after the date of the particular act or occurrence which gave rise to the grievance, or within 15 calendar days after the grievant became aware of the act or occurrence.

SECTION 5. Grievances will be submitted to the grievant's immediate supervisor, except as otherwise provided in this Article, or where the decision or action grieved was taken at a level of supervision above the immediate supervisor, in which case the grievance will be initiated at Step 2 or Step 3 as appropriate. The following procedure applies to all Unit employees:

Step 1. An employee shall first take up the grievance orally with the lowest level supervisor who has authority to adjust the grievance in an attempt to resolve the grievance. The grievant may be accompanied by a Union representative. The supervisor shall make whatever investigation deemed necessary and render an oral decision to the employee and his/her representative within 5 calendar days after the initial discussion. If the employee is not satisfied with the decision, the grievance may be submitted to Step 2.

Step 2. At this step the grievance shall be reduced to writing to the Police Chief within 10 calendar days after receipt of the Step 1 decision. Within 7 calendar days after receiving the grievance, the Police Chief shall meet with the grievant and other appropriate persons. If the Union is not representing the grievant, it shall be given the opportunity to be present. Within 7 calendar days after the meeting, the Police Chief shall give his decision in writing, with a copy to the Union. If the decision is unsatisfactory, the grievance may be submitted to Step 3.

Step 3. The grievance must be submitted in writing to the Commanding Officer within 15 calendar days after the Step 2 decision. Within 15 calendar days of receipt of the grievance, the Commanding Officer shall render a written decision to the grievant with a copy to the Union. If the grievant and the Union are not satisfied with the decision, the Union may, within 30 calendar days from the date of receipt of the decision, invoke arbitration in accordance with Article 25, Arbitration.

SECTION 6. Grievances between the Union and the Employer shall be processed in the following manner:

- a. Any grievance of the Union shall be submitted in writing to the Commanding Officer;
- b. Any grievance of the Employer shall be submitted in writing to the President of Unit 1;
- c. Within 7 calendar days after receipt of the grievance by either party, the Commanding Officer or his designated representative and the President or his designated representative with their appropriate advisors, if any, will meet to resolve the issue. If the grievance is resolved at such meeting, the parties will execute a memorandum of agreement setting forth the resolution. If the grievance is not settled, the party to whom the grievance was submitted shall forward its written decision to the grieving party within 10 calendar days after the meeting;
- d. If the decision is unacceptable, the grieving party may submit the grievance to arbitration within 30 calendar days after receipt of the reply. Submission to arbitration shall be in accordance with Article 25, Arbitration.

SECTION 7. An employee who is the subject of a reduction in grade or removal because of unacceptable performance, or an adverse action as defined in Article 21, Adverse Actions, may raise the matter under a statutory procedure or the negotiated grievance procedure but not both. Such options must be timely and in writing. If the employee selects the grievance procedure, the grievance must be submitted to the Commanding Officer at any time but no later than 15 calendar days after the effective date of the action. Within 15 calendar days after receipt of the grievance, the Commanding Officer will render a

written decision to the grievant with a copy to the Union. If the matter is not satisfactorily settled, the grievance may be submitted to arbitration by the Union.

SECTION 8. Should an employee choose to file an EEO discrimination complaint under the provisions of this Agreement, the following procedure apply:

- a. The employee will contact an EEO counselor within 15 calendar days from the date the employee became aware of the alleged discriminatory act.
- b. Within 15 calendar days after receipt of the notice of final interview, the employee may file a grievance of discrimination in writing beginning at Step 2 of Section 5 of this Article. Further processing of the grievance will be in accordance with Section 5. However, if the alleged discriminating official is the Police Chief or above, the grievance will be submitted directly to the Commanding officer who will render a written decision to the grievance within 60 calendar days of receipt of the grievance.
- c. If the grievant and the Union are not satisfied with the Commanding Officer's decision, the Union may invoke arbitration in accordance with Article 25, Arbitration.

SECTION 9. It is agreed that when several employees have an identical grievance, the Union will select one case for processing under this procedure and the results will be applicable to the other employees concerned. The Union will notify the Employer, in writing, regarding which employee's grievance will be processed and the names of the other employees

concerned. Such notification to the Employer will be made prior to entering a grievance at the first appropriate step.

SECTION 10. In the event either party should declare a grievance nongrievable or nonarbitrable, the original grievance shall be considered amended to include this issue. All disputes of grievability and arbitrability shall be referred to arbitration as threshold issues in the related grievance.

SECTION 11. All the time limits prescribed in this Article may be extended by mutual consent upon showing of sufficient cause prior to the end of the time limit.

ARTICLE 25: ARBITRATION

SECTION 1. If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance upon written request by either Party, within thirty (30) calendar days after receipt of the final decision, may be submitted to arbitration.

SECTION 2. When the Union or the Employer invokes arbitration, the Parties shall meet within seven (7) calendar days after receipt of the notification for the purpose of selecting an arbitrator. Consideration will first be given to qualified arbitrators available on Oahu. If agreement cannot be reached, then shall each strike one name from the list in rotation until only one name remains. The person whose name remains on the list shall be the duly selected arbitrator. The order of striking shall be determined by the flip of a coin.

SECTION 3. The Arbitrator's fee and all expenses (per diem, travel and hearing transcripts) shall be borne equally between the Employer and the Union.

SECTION 4. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic work week. The employee, the Union representative and witnesses who have direct knowledge of the information relative to the case, shall be excused from duty, if otherwise in a duty status, while participating in the hearing.

SECTION 5. The Arbitrator will be requested to render his decision and/or remedy, as quickly as possible, but in any event not later than thirty (30) calendar days after the conclusion

of the hearing unless the Parties mutually agree to extend the time limit.

SECTION 6. The Arbitrator's decision(s) shall be binding. The Arbitrator shall have no authority to add to or modify the terms of this Agreement and shall limit the findings to the issues submitted to arbitration. Either Party may file an exception to the Arbitrator's award under the provisions of Sections 7121, 7122 and 7123 of the Act and any other applicable U.S. Federal laws.

SECTION 7. When interpretation of an agency (OPM, DOD, DON) regulation is at issue, the Arbitrator will obtain and follow the originating agency's interpretation of the regulation.

Management counter, 4/17/15:

SECTION 8. The time limits in this Article may be extended by mutual agreement between the Employer and the Union.

ARTICLE 26: MISCELLANEOUS PROVISIONS

SECTION 1. (Listing of Unit Employees) The Employer shall furnish the Union a listing of names of employees and their Departmental seniority date on a semi-annual basis.

SECTION 2. (Searching Lockers) Lockers are Government property and are provided for the purpose of storing issued gear and a change of off-duty attire. Valuables and other personal belongings are not authorized for storage in these containers. Lockers are subject to inspection and/or search under existing laws, rules and regulations. All inspections will be announced in advance and a Union representative may be present. Employees shall be present for all searches unless an alert by the explosive detection item warrants immediate entry to the lockers.

SECTION 3. (Firearms Training) Proficiency training will be conducted in accordance with Navy directives and as ammunition allowances dictate.

SECTION 4. (Weapons/Ammunition) Weapons and ammunition shall be issued in accordance with applicable laws and regulations. (Weapons/Ammunition) Weapons and ammunition shall be issued in accordance with applicable laws and regulations.

SECTION 5. (Medical Examinations) The Employer may require an employee to undergo a medical evaluation whenever there is a medical question about an employee's continued capacity to meet the physical or medical requirements of the position.

- a. In the event an employee fails to meet the requirements, an attempt will be made to place the employee in another position within the Bargaining Unit and, secondarily, elsewhere in Naval Station, Pearl Harbor, Hawaii.

SECTION 6. (Guard Posts) The Employer agrees to make restroom facilities available and will allow employees to consume non-alcoholic beverages on post. Appropriate/suitable chairs will be provided by the Employer where authorized for use. Maintenance of posts to include major cleaning, dumping of trash and repairs will be performed by the Employer for those posts under its control. Employees shall report to their supervisors any needed maintenance, repairs or trash problems.

SECTION 7. (Eating Area) The Employer will provide an adequate and sanitary space for employees to consume their meals. It is the employee's responsibility to keep the space clean and in a presentable condition. The Employer will perform repairs and routinely schedule insect control inspections.

SECTION 8. (Employment outside of Security Department) Outside employment shall be in accordance with applicable laws, rules and regulations.

SECTION 9. (Uniforms) Police and Guard uniforms shall be in conformance with the Navy Law Enforcement Manual, Chapter 2, and as deemed appropriate by the Parties.

SECTION 10. (Radios) Pocket/cassette-sized personal radios are authorized at fixed posts controlled by the Employer. Headsets are not allowed and the volume must not interfere with the duties of the post.

SECTION 11. (Cost of Agreement) The cost of the AGREEMENT shall be borne by the Employer. Each employee and newly hired employee shall be given a copy of this AGREEMENT.

ARTICLE 27: DURATION OF AGREEMENT

SECTION 1. This agreement will become effective on the date of approval by the Department of the Navy (DON), or thirty-one (31) days from the date of execution of this Agreement, whichever comes first. The duration of this Agreement will be for three (3) years from the date of execution of the Agreement. This Agreement shall be terminated at any time it is determined that the Union is no longer entitled to exclusive recognition under the Act. Provided the Union's exclusive recognition has not been challenged during the one hundred five (105) to sixty (60) day period prior to the conclusion of the three (3) year period and the Agreement has not been terminated at an earlier date, the Parties shall meet at a mutually agreeable date for the purpose of either amending or extending the Agreement in its entirety or commencing the negotiation of a new Agreement.

SECTION 2. Upon mutual consent, this Agreement may be opened at any time after it has been in effect for six (6) months. Any request for negotiations under this Section shall be in writing and must include the proposals to be negotiated. All amendments to the Agreement must be handled and approved in the same manner as provided in Section 1 of this Article, or as directed under law.

SECTION 3. Negotiations under the provisions of Section 2 above shall be governed by ground rules to be established prior to commencing negotiations.



DEPARTMENT OF THE NAVY

OFFICE OF CIVILIAN PERSONNEL MANAGEMENT
800 N. QUINCY STREET
ARLINGTON, VA 22203-1998

IN REPLY REFER TO

12711
OCPM 3114
20 SEP 1989

From: Director, Office of Civilian Personnel Management
Commanding Officer, Naval Station, Pearl Harbor,
Hawaii 96818-3298

Subj: NEGOTIATED AGREEMENT BETWEEN THE NAVAL STATION,
PEARL HARBOR, HAWAII AND THE FEDERAL FIREFIGHTERS
ASSOCIATION, POLICE AND GUARD CHAPTER, UNIT 1
(OLMR No. 072587)

Ref: (a) CPD, CCPO, Pearl Harbor ltr 12722 Ser 42/2628
of 25 Aug 89
(b) CPI 711

1. The subject agreement, as forwarded by reference (a), has been reviewed and is approved this date. The parties are to be congratulated on reaching an accord on the many issues and diverse concerns addressed in this document. This cooperative spirit can go far in creating a harmonious relationship between management and labor resulting in increased efficiency and productivity.
2. The approval of this agreement does not constitute a waiver of or exception to any existing law, rule, regulation or published policy.
3. As specified in reference (b), copies of the approved agreement will be forwarded within 60 days of approval as follows:

a. Office of Civilian Personnel Management (Code 31),
800 North Quincy Street, Arlington, VA 22203-1998 -
3 copies.

b. Appropriate OCPM Regional Office - 2 copies.

c. U.S. Office of Personnel Management, Office of
Employee and Labor Relations, LAIRS Section, 1900 E
Street, NW, Washington, DC 20145 - 2 copies.

4. This action is taken under authority delegated by the
Secretary of the Navy. This three-year agreement is to
be annotated to indicate: Approved by the Secretary of
the Navy on 20 SEP 1989 to be effective 20 SEP 1989.

5. A copy of this letter has been served on the labor
organization which is a party to this agreement by
certified mail on 20 SEP 1989.

██████████ ███ ██████████
██████████ ██████████

Copy to:

Mr. ██████████ ██████████ ██████████, President
Federal Firefighters Association
Police and Guard Chapter, Unit 1
Honolulu International Airport

██████████ ██████████ ██████████
████████████████████ ██████████ ██████████

OCPM PACR