

AGREEMENT BETWEEN

NAVAL EDUCATION AND TRAINING CENTER



AND

FRATERNAL ORDER OF POLICE, LODGE #3-F



PREAMBLE

This Agreement is made by and between the Naval Education and Training Center, Newport, Rhode Island, hereinafter referred to as the "Employer" and Fraternal Order of Police, Lodge #3-F, hereinafter referred to as the "Lodge", and collectively hereinafter as the "Parties".

WITNESSETH

In accordance with the provisions of Title VII of the Civil Service Reform Act of 1978 (hereinafter referred to as Title VII), and in consideration of the mutual covenants herein set forth, the Parties hereto intending to be bound hereby agree as follows:

Whereas the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and

Whereas the well being of employees and efficient administration of the Government are benefited by providing employee an opportunity to participate in the formulation and implementation of their employment; and

Whereas the participation of employees should be improved through the maintenance of constructive and cooperative relationships between labor organizations and management officials; and

Whereas subject to law and the paramount requirements of public service, effective labor-management relations within the Federal Service require a clear statement of their respective rights and obligations of Fraternal Order Of Police, Lodge #3-F.

Now, therefore, the Parties hereto agree as follows:

ARTICLE I EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 1: The Employer hereby recognizes that Fraternal Order Of Police, Lodge #3-F, is the exclusive representative of all employees in the unit as defined in Section 2 below, and the Lodge hereby recognizes the responsibilities of representing the interest of all such employees without discrimination and without regard to employee organization membership, subject to express limitation in Article II and Article IV below.

Section 2: The Unit to which this Agreement is applicable is composed of all civilian police personnel and guards employed in the Police Branch of the Security Division at the Naval Education and Training Center, Newport, Rhode Island, excluding the following: Management officials, professional employees, fire protection employees, employees engaged in Federal personnel work other than in a purely clerical capacity, and supervisors as defined in Section 7103 of Title VII.

ARTICLE II

PROVISIONS OF LAW AND REGULATION

Section 1: It is agreed and understood by the Employer and the Lodge that this Agreement is subject to the provisions of applicable existing or future laws or regulations of the Federal Government; including rules and regulations issued by the Office of Personnel Management, including the Federal Personnel Manual and published policies of the Department of Defense and higher echelons within the Department of the Navy in existence at the time of this Agreement. Further, it is subject to subsequently published policies of such higher levels required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling Agreement at a higher agency level.

Section 2: It is agreed and understood by both parties that the provisions of Section 7106 of Title VII expressed herein shall apply to all supplemental, implementing, subsidiary or informal agreements between both parties.

Section 3: It is agreed and understood by both parties that those policies, procedures, rules and regulations within the discretion of the Employer and not outside this Agreement pursuant to Section 1 of this Article are either subject to consultation or negotiation. The parties agree that determination as to the negotiability of all issues will be governed by the restrictions set forth in Article IV Section (a), and Section (b)1. The parties further agree that the agency has no duty to negotiate the following:

1. Those issues specifically reserved as management rights under Article IV, Section (a), and Section (b)(1).
2. Any issue in which a determination of negotiability would be contrary to Federal Law.

ARTICLE III

APPROPRIATE MATTERS

Section 1: It is agreed and understood that matters appropriate for consultation or negotiation between the parties are policies, programs, procedures and practices or other matters relating to or affecting general working conditions of employees in the Unit which are within the discretion of the Employer, including such matters a safety, training, labor-management relations, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction-in-force practices, and hours of work.

Section 2: Consultation is defined as any dialogue, either oral or written between management and labor organization officials, on specific issues. Consultation, unlike negotiation, does not involve joint decision making and the consultative process need not necessarily result in agreement between management officials and representatives of the labor organization. Meaningful consultation should, however, result in careful definition of the matter or problem at issue and result in an objective exploration and consideration of the organization's views and suggestions thereon.

Section 3: It is agreed and understood that the Employer will consult with the Union before making changes in existing benefits, practices, and understandings which are presently covered by written directives or when planning new directives regarding benefits, practices, and understandings, unless negotiable by law or other provisions of this agreement.

Section 4: It is recognized that this Agreement is not in itself all-inclusive in that certain working conditions or conditions of employment may occur that may not be specifically covered herein; however, this does not preclude the responsibility of either party to meet with the other for the purpose of exchanging views in an effort to resolve matters not covered by this Agreement. The obligation to negotiate, however, is specifically limited to those matters which are covered by this Agreement and which are within the discretion of the Employer.

ARTICLE IV

AREAS OF MANAGEMENT JURISDICTION

Section 1: (a) It is agreed that the customary and usual rights, functions and authority of management are vested in the Employer. Included in this responsibility is the right:

- (1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and,
- (2) 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 to 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 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.

Section 2: In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation imposed by this Agreement and the provisions of Title VII.

ARTICLE V

RIGHTS OF EMPLOYEES

Section 1: Each employee shall have the right to form, join, or assist any labor organization, or refrain from any such activity, freely without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Including any and all rights afforded to employees as designated in Title VII, or any other rights under this Agreement.

Section 2: Nothing in this agreement shall require an employee to become or remain a member of Lodge #3-F, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In this connection, dues withholding for eligible members will be carried out in accordance with procedures defined in a separate agreement.

Section 3: Employees shall have the right, freely and without fear of penalty or reprisal, to discuss with their supervisor or other Employer representative any matters affecting their duties, working conditions and employment status.

Section 4: Employees shall have the right to advise the Lodge of meetings they are required to attend with the Employer or his representative. The Lodge agrees that on occasion and because of necessity such advice may be rendered after certain meetings. In no case, however, may an employee be required to attend such a meeting prior to advising the Lodge if the meeting involves disciplinary action or adverse action.

Section 5: Lodge Officers and Representatives will be authorized reasonable time as determined by the Employer, during regular working hours, to perform official representational duties in such matters as processing employee complaints, grievances and in the conduct of general consultations with the Employer. In each instance, prior approval of the immediate supervisor or the Chief of Police will be obtained. The Employer agrees that there will be no restraint, interference, coercion or discrimination against the officers and representatives of the Lodge because of the performance of such duties

Section 6: As part of the indoctrination, all new employees, hired in a position included in the unit will be informed of their rights concerning representation under Title VII, and the Lodge's exclusive recognition.

Section 7: The Employer and the Lodge further agree that the rights described in this Article do not extend where such participation or activity would result in a conflict of interest or apparent conflict of interest or otherwise be incompatible with the law or with the official duties of the employee.

Section 8: Personnel policies, procedures and regulations shall be applied fairly and equitably insofar as they are within the Employer's discretion. All corrective and sensitive discussions with individuals will be conducted in private if it is reasonably possible to do so.

ARTICLE VI **RIGHTS OF THE LODGE**

Section 1: The Lodge, as Representative of the employees of the unit shall have the right and the responsibility to present its views to the Employer on matters of concern in writing. It is further understood that the Employer will solicit and consult with the Lodge in the formulations, development, and implementation of industrial relations policies and programs affecting working conditions.

ARTICLE VII **LODGE REPRESENTATION**

Section 1: The Employer agrees to recognize the Officers of the Lodge, and all representatives duly designated by the Lodge. The number of Representatives will be one for each watch. It is also agreed and understood that each Representative has the authority to speak for the Lodge. All contacts at the supervisory and management level will be with Representatives and/or Officers of the Lodge. The Employer agrees that all rights of representation afforded in Title VII will be granted to the Lodge.

Section 2: The Lodge shall furnish and maintain with the Employer a current list of all Officers and Representatives of the Lodge and the work shifts in which they represent employees. It is understood that all unit supervisors of the Employer, within the scope of their authority are authorized to speak for the Employer, and conduct business with the Lodge under this Agreement.

Section 3: The Employer agrees that Officers of the Lodge, National Officers of the Fraternal Order of Police, and other duly designated Representatives of the Fraternal Order of Police who are not active employees of the Naval Education and Training Center, shall be admitted to the Naval Education and Training Center, upon approval of the request to the Employer by the Lodge,

for the purpose of meeting with officials of the Employer during working hours. Such visits shall be governed by the National Security Regulations, and the Employer reserves the right to require that such visitors be escorted by a Representative of the Employer during his stay in the Naval Education and Training Center.

Section 4: The Employer normally will permit Lodge officials such reasonable time as may be necessary away from their assigned duties without loss of pay to discuss with employees, or cognizant officials of the employer, grievances and other appropriate matters directly related to the work situations affecting the employees concerned.

Appropriate matters include but are not limited to:

- a. Negotiations
- b. Attendance at Lodge-Management relations meetings including meetings for the purpose of consultation.
- c. Preparation for and attendance at meetings and hearings on Merit Systems Protection Board (MSPB) appeals and formal Equal Employment Opportunity complaints.
- d. Appearances before the Federal Labor Relations Authority (FLRA) in accordance with 5 USC 7131 (c).
- e. Participation on committees where the Lodge has negotiated representation.

Section 5: The Lodge in turn agrees that its officials will guard against the use of excessive time in handling such matters, and in turn their absences from their assigned duties. The Lodge further agrees that time granted in accordance with the above will not be used for any matters connected with the internal management and/or operations of the Lodge and other prohibited activities as provided in applicable regulations or laws.

Section 6: Request for permission to leave the job will be made by the Lodge Representative to his immediate supervisor. The Lodge acknowledges that clearance must be obtained by the Representative from an appropriate supervisor of the employee, with whom he plans to conduct Employer-Lodge business. Upon completion of each transaction, the Lodge Representative will immediately report back to his assignment. The Employer agrees that request for time allowed to conduct Employer-Lodge business will normally be granted. Normally, this approval will extend only within the area or locations to which Lodge officials have been appointed.

Section 7: The Executive Board of the Lodge may, with the prior approval of the Employer, be permitted to make use of facilities provided by the Employer outside of working hours, whenever practicable, to hold and conduct regular business meetings as well as other Lodge orientated meetings and functions.

Section 8: The Lodge will designate a Conference Committee not to exceed three members to meet with the Naval Education and Training Center Commander or his designated Representative to discuss appropriate matters as need arises. Additional personnel may attend to present specific problems, but number of such personnel shall be held to a minimum.

ARTICLE VIII

HOURS OF WORK AND BASIC WORK WEEK

Section 1: The standard work shift shall consist of eight hours. The starting and quitting times of current regular shifts will not be changed unless the Lodge has been consulted.

Section 2: Employees who while on duty in their basic workweek, are prevented from working due to interruption or suspensions of work operations will normally be assigned to other work. If work is not available for such employees, administrative excuse for the remainder of the work shift shall be granted in accordance with the applicable regulations. However, this does not apply to employees serving under appointments limited to ninety (90) days or less.

Section 3: The Employer agrees to notify the employee of a shift change as far in advance as possible, and further agrees to explain the reason for the shift change. Such shift changes must, however, conform to the provisions of current Naval Education and Training Center Instructions.

Section 4: Employees will be allotted a reasonable period of time to consume lunch. It is understood that due to the nature of the job requirements the employee will remain in contact with the dispatcher and provide the dispatcher with his location. In the event that his assistance is needed the employee will immediately respond to the location and task assigned by the dispatcher without delay or regard for the period afforded.

ARTICLE IX

OVERTIME

Section 1: Scheduling of overtime work/compensatory time (including the nature of the work, the need for special skills, the priority of productive or support effort, and the number of employees which will be required to work) is solely a function of the Employer. The right to order overtime is the vested right of the Employer. Supervisors will select employees for overtime work consistent with job requirements. First consideration for overtime which arises during any given shift for the following shift shall be given to those employees who are currently on duty. The personal preference and health conditions of employees to work or not to work overtime will be respected, but only if another qualified employee is available. In assigning overtime work, the supervisor will take into consideration the special requirements of the job to be performed. If the above provisions do not result in the availability of adequate personnel for overtime work or it results in an excess number, overtime will be rotated equitably among qualified employees in the organizational segment concerned. Except in the case of emergency, employees assigned to the overtime work shall be given reasonable advance notice.

Section 2: In accordance with FPM 550, irregular or occasional overtime work performed by an employee on a day when work was not scheduled for him/her, or for which he/she is required to return to his/her place of employment, is deemed at least two (2) hours in duration for the purpose of premium pay.

Section 3: An employee will not be excluded from overtime/compensatory time consideration merely because he/she was on annual/sick leave earlier in the work week. Overtime will be paid in accordance with applicable Federal Personnel Manual regulations.

Section 4: A GS employee whose rate of pay does not exceed the maximum of a GS-10 shall not be required to work for compensatory time in lieu of overtime pay. An employee who does not volunteer for compensatory time will not be penalized for this decision.

Section 5: Employees may accumulate and carry up to eighty (80) hours of compensatory time. Time in excess of eighty (80) hours may be carried as compensatory time in lieu of overtime pay only if mutually agreed to by the Employer and employee.

Section 6: The Employer agrees to maintain accurate records of overtime worked and to make such information available to specific complainants concerning overtime assignments and further agrees to act in good faith to assign voluntary and involuntary overtime to all employees as evenly as practicable.

ARTICLE X

SICK LEAVE

Section 1: Employees will be credited with sick leave in accordance with applicable statutes. The Lodge joins the Employer in recognizing the insurance value of sick leave and agrees to encourage employees to conserve sick leave so it will be available to them in case of extended illness.

Section 2: It is agreed that employee desiring medical, dental, or optical examination or treatment, who cannot arrange appointments outside of work hours, shall be granted sick leave for this purpose. Employees should request such leave as far in advance as possible, and shall specify the date and time of the appointment, and the name and address of the Doctor or other practitioner involved.

Section 3: Periods of absence on sick leave in excess of three (3) workdays of continuous duration must ordinarily be supported by a medical certificate to be filed within fifteen (15) days after return to duty. In lieu of a medical certificate, a signed statement from the employee indicating the nature of the illness and the reason why a medical certificate is not furnished may be acceptable whenever it is unreasonable to obtain such certification.

Section 4: Employees normally shall not be required to furnish a medical certificate to support an application for sick leave of three (3) workdays or less except in individual cases a certificate may be required where there is reason to believe the employee is abusing sick leave privileges. In such cases, the employee should first be advised, because of his questionable sick leave record, a medical certificate may be required for such subsequent absence on sick leave. If this does not bring about improvement in his sick leave record, he will be advised in writing that all further request for sick leave must be supported by a medical certificate, with a copy to Lodge #3-F. In the event a letter of requirement is issued, the Employer at their discretion may also require the employee to give to the Employer a signed statement of the whereabouts of the employee on the day in which sick leave was taken if the employee was anywhere but at home.

Section 5: It is agreed that all such cases requiring a Doctor's certificate for such absence shall be reviewed by the employee's supervisor at the end of six months, for the purpose of determining whether such requirement can be eliminated. When it has been determined that the restriction is no longer necessary, the employee shall be notified in writing and the previous notice shall be removed from the department records. It is also agreed

that, when this requirement is to be continued, the employee will be so informed in writing. It is further agreed that the official written notice of abuse of sick leave privileges shall not be issued when the absences claimed on sick leave have been documented with a Doctor's certificate.

Section 6: When an employee is sent home by the Dispensary due to illness or injury, it will constitute the first notification of illness for a maximum period of seven (7) calendar days.

Section 7: The Employer agrees that if an employee dies on the job or becomes seriously injured, the Department Head of the employee concerned will be responsible for the notification of the person or persons so indicated by the employee.

Section 8: The Employer agrees to give consideration to individual requests by employees for advanced sick leave in an amount not to exceed thirty (30) days in the aggregate, in cases of serious illness or disability, in keeping with the criteria and provisions of applicable regulations.

Section 9: Request for advanced sick leave within the unit will be reviewed and approved or disapproved by the Commander.

Section 10: In the event an employee, who is absent due to illness, is visited by a management representative and a report made, no opinions will be expressed as to the individual's medical condition.

Section 11: Employees returning to duty from sickness or injury with temporary limitations placed on their performance of duty by the Medical Officer will be provided work within these limitations, when in the judgment of the Employer, appropriate required work is available for a reasonable period. "Reasonable Period" will be based upon the prognosis of the Navy Medical Officer.

ARTICLE XI **ANNUAL LEAVE**

Section 1: Employees shall accrue annual leave in accordance with regulations. Approval of an employee's request for annual leave shall be granted by his supervisor subject to Naval Education and Training Center needs as determined by the Employer, when his request is submitted with reasonable advance notice. Approval of request for annual leave for unforeseen reasons will be considered as the circumstances warrant.

Section 2: It is agreed that during the year starting 1 January, and not later than 1 April, the Employer will schedule Annual Leave for the calendar year for vacation purposes, when requested, for periods of not less than two (2) weeks duration. If a conflict arises during such scheduling, it is agreed that the employee who possesses the earliest Department computation date will be given first choice of the desired time, with subsequent based on the same criteria. After 1 April, leave will be considered on a "first in, first priority" basis and shall not be subject to the earliest Department computation date provisions of this Section.

Section 3: It is recognized that the nature of the Employer's mission is such that it may be necessary for him, in accordance with regulations, at times to curtail the use of leave and at other times to require it to be taken. When the above actions affect a majority of employees, the Employer, whenever practicable, shall discuss the action with the Lodge prior to implementation. When such actions, as set forth above, are to affect a lesser number of employees, affected employees shall be notified by the Employer at the earliest possible time and advised of the reason for such action.

Section 4: The employer and employees agree to work cooperatively to schedule all leave in advance that might be forfeited. Annual leave that has been forfeited by an employee because of administrative error, exigencies of the public business when such annual leave was scheduled in advance, and sickness of the employee when such annual leave was scheduled in advance, will be restored to a separate leave account for use by that employee. Time limits for use of this restored leave will be in accordance with the law and regulation.

Section 5: Approval of an employee's request for annual leave for religious observance will be granted, subject to any emergency workload and manpower requirement, provided reasonable advanced notice is given by the employee to his supervisor.

ARTICLE XII

LEAVES OF ABSENCE

Section 1: Whenever, in the judgment of the Employer, a leave of absence is justified and warranted, and workload or other considerations permit, an employee will be granted leave without pay in accordance with applicable laws and regulations. Normally, a period of leave without pay shall not exceed one year for each employee.

Section 2: Employee representatives elected or appointed to a Lodge office or as a delegate to any Lodge activity may apply for periods of leave, as necessary, to accept temporary Lodge positions or attend Lodge activities. Such requests will be submitted as far in advance as possible. It is understood that approval of such request will be in accordance with applicable regulations.

Section 3: Employees returning to duty from approved leaves of absence will be granted such rights, privileges, and seniorities to which they may be entitled at that time in accordance with applicable regulations.

Section 4: Upon receiving a request for a leave of absence from an employee the Employer will continue to render his decision in writing to that employee within a reasonable period of time. This will allow the employee to arrange plans in accordance with the decision.

ARTICLE XIII

CIVIC RESPONSIBILITIES

Section 1: It is the policy of the Employer to grant court leave to employees under proper summons (an official request, invitation, or call evidenced by an official writing), for jury duty and witness service which is on behalf of a governmental entity. The Employee shall promptly notify the Employer so that arrangements can be made for his absence from scheduled duty. Upon completion of court leave, the Employee shall promptly submit to the Employer a satisfactory evidence of his service together with a completed SF71. He shall be paid in accordance with applicable regulations.

Section 2: It is understood that, in those cases where time and travel permit and where no hardship results, when an employee is excused from jury duty or witness service for one day or a substantial portion of one day, he shall be expected to return to duty or be charged annual leave for the time excused.

Section 3: Employees working the regular day shift on the date of any National or State election occurring within the days of their basic workweeks, and who are eligible to vote in such elections, shall be granted time off without loss of pay or charge to leave for the purpose of voting, consistent with applicable regulations. It is understood that employees who do not intend or are ineligible to vote, shall not be granted such time off.

ARTICLE XIV
**PERSONNEL MOVEMENTS IN REDUCTION
IN FORCE SITUATIONS AND REHIRING**

Section 1: The Employer agrees to notify the Lodge of pending officially approved reductions in force within the unit. The employer also agrees to inform the Lodge of the affected competitive levels and the number of employees affected, when this information is available. The Lodge agrees render its assistance in communicating to employees the reasons for the reduction-in-force.

Section 2: All reduction-in-force actions will be carried out in strict compliance with applicable laws and regulations.

Section 3: All career and career-conditional employees separated by reduction-in-force actions shall be referred for listings on the Navy Reemployment Priority List for local and commuting area in accordance with eligibility provisions of reduction-in-force regulations for all positions for which found qualified and available as indicated by them to the Employer in writing. The names of all such persons shall be placed on the list in subgroups order. Such employees shall be given preference for reemployment in accordance with applicable regulations.

Section 4: Acceptance or declination of a temporary position by an employee on the Reemployment Priority List will not affect his status or his eligibility for reemployment in a permanent position.

Section 5: When an employee receives a specific reduction-in-force notice, he shall be permitted to view the retention list upon which his name appears. An employee so affected shall have the right to Lodge assistance when checking such lists.

ARTICLE XV
PROMOTIONS & ASSIGNMENTS

Section 1: The Employer agrees that when a position is to be filled on a temporary basis for a period in excess of thirty (30) days, a temporary promotion will normally be made. Temporary promotions in excess of one hundred twenty (120) days will be made in accordance with the Merit Promotion procedures.

Section 2: The Employer agrees that all employees of the Lodge shall receive consideration consistent with their skills, for details within the unit generally recognized as qualifying for a higher level position.

Section 3: The Employer agrees that recurrent detail of the same employees to assignments generally recognized as undesirable, will be made on a equitable basis whenever possible.

Section 4: Each employee covered by this Agreement will upon request be furnished a copy of his current position description.

Section 5: The Employer agrees to consult and provide ample opportunity for the Lodge to express its views, opinions and recommendations in the formulation and implementation of a Merit Promotion Plan. Promotions will be made in accordance with the rules and regulations set forth in the current Merit Promotion Plan.

Section 6: The words "other duties as assigned" relative to the employee's position description shall refer only to those duties that are reasonably related to the position and qualifications of the employee.

ARTICLE XVI

TRADE JURISDICTION

Section 1: The Employer retains the basic right to assign work in accordance with Federal Laws, rules and regulations. However, it is mutually agreed that in the event a problem arises concerning the jurisdiction of security duties, and it affects employees in the unit, it shall be an appropriate matter for consultation.

Section 2: The Employer agrees that no changes in the current position descriptions will be made in violation of Federal Laws, rules and regulations. The Employer further agrees to consult the Lodge prior to making any changes in the current position descriptions.

Section 3: The Employer recognizes that an Employee must perform his/her official duties in areas where jurisdiction may not be clearly defined. Any Employee who in the performance of his/her official duties or by invoking his/her civil arrest authority, is subject to prosecution and/or civil liability, may be represented by counsel and/or indemnified in accordance with Federal Law.

ARTICLE XVII

TRAINING PROGRAMS

Section 1: Training programs will be provided in accordance with all Federal laws, rules and regulations. The Employer further agrees to consult with the Lodge upon request on matters concerning training programs and changes to existing programs.

Section 2: The Employer agrees to cooperate with employees who wish to particularly an education in order to advance themselves in their jobs. The Lodge further recognizes that to accomplish this the individual must ensure that courses are not in conflict with his work schedule. The Employer agrees to make every reasonable effort, where workload, manpower, commitments and shift rotation permits, to help employees accomplish their education.

Section 3: The Lodge agrees to train all members of the unit in the use of the Negotiated Agreement and particularly in the use of the Negotiated Grievance Procedure.

ARTICLE XVIII

SAFETY

Section 1: The Employer will continue to exert reasonable efforts to provide and maintain safe working conditions and industrial health protection for employees, including the training of personnel. It is recognized that each employee has a responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. An employee having questions regarding safe working conditions and practices should discuss the matter with his supervisor.

Section 2: When unsafe or unhealthy conditions are observed, they should be reported to the cognizant supervisor. When safety and industrial health are of general Naval Education and Training Center interest, the Lodge may present the problem to appropriate level of supervision for solution.

Section 3: When any employee is asked to do a job which fits into the Federal Rules and Regulations regarding "hazardous duties", hazardous pay will be applied in accordance with Federal Rules and Regulations.

Section 4: The Employer, in the interest of the safety of officers, will provide and maintain police equipment as required by the Navy Law Enforcement Manual (OPNAVINST 5580.1) and Navy Physical Security and Loss Prevention Manual (OPNAVINST 5530.14).

ARTICLE XIX DISCIPLINARY AND ADVERSE ACTIONS

Section 1: It is agreed that the Employer has the right and obligation to determine the facts relevant to any case in which disciplinary action may result. The process of determining the facts will be known as the pre-action investigation. This may include discussions with employees. Such discussion will afford the employee the opportunity to explain his/her position and may possibly eliminate any necessity for initiating disciplinary action.

Section 2: No determination will be made that disciplinary action is warranted until a written investigation is shown to and discussed with the employee. During this discussion, the employee has the right and will be so advised that he may be represented by the Lodge or any person of his choice who desires to represent him. The right to representation continues and can be invoked by the employee during any further questioning of the employee regarding this matter. The employee will be given the opportunity to comment orally and/or in writing. The investigator will take the employee's reply into consideration in arriving at a decision. If the investigator is someone other than the supervisor, he will submit his written report of investigation to the management official who appointed him. Disciplinary action will only be taken for just cause.

Section 3: Actions taken against an employee may include:

A. ***Informal Actions***

- (1) Oral admonishment
- (2) Letters of caution
- (3) Letters of requirement

B. ***Formal Discipline***

- (1) Letters of reprimand
- (2) Suspensions without pay
- (3) Reductions in pay or grade
- (4) Removals

Section 4: ***Policy:*** The Employer agrees that those actions included in Section 3 of this Article will be taken solely for just cause and for the purpose of correcting offending employees, maintaining discipline and morale among other employees, and promoting efficiency of the Federal Civil Service. If, in the judgment of the immediate supervisor, the aim can be accomplished through informal actions, formal disciplinary actions will not be taken.

Section 5: ***Oral Admonishments:*** When orally admonishing an employee, the supervisor shall, whenever practical, do so in a manner as will protect the employee's privacy and consider his/her dignity and self-respect.

Section 6: ***Letters of Caution:*** When issuing a Letter of Caution, the supervisor will have a copy signed by the employee as a record of receipt. This copy will be retained by the supervisor for no more than one year and then destroyed. Should the employee refuse to sign for the letter, the supervisor shall so state on the face of his/her copy and include the signature of a witness.

Section 7: Informal non-disciplinary actions which result in a letter of caution will be subject to review by the Chief of Police if orally requested by the employee within seven (7) days of receipt of the letter of caution. The Chief's decision will be final with no right of appeal. The Chief will note on the face of the letter of caution whether the review is upheld or denied. . Formal disciplinary actions may be processed as grievances under Article XX of the negotiated grievance procedure.

Section 8: The Employer agrees to furnish the Unit employee two copies of the advance notice of proposed suspension for fourteen (14) calendar days or less. The notice will inform the employee of his right to be assisted in his written reply by the Lodge or any person of his choice who desires to assist him. If the employee in his written reply designates the Lodge to represent him, a copy of all subsequent correspondence to the employee concerning the matter will be furnished to the Lodge.

Section 9: Adverse actions are those disciplinary actions which result in removal, suspensions for more than fourteen (14) calendar days, and reduction in rank or pay and those administrative actions which result in furlough without pay. They will be processed in accordance with Office of Personnel Management (OPM) and Department of Navy instructions and may be appealed only to the Merit Systems Protection Board (MSPB). An employee may submit an appeal at any time after receipt of the

notice of adverse decision but not later than 20 calendar days after the adverse action has been effected.

Section 10: Conduct of pre-action investigation: Whenever a law enforcement officer is under investigation or subject to interview by a law enforcement agency, for any reason which could lead to disciplinary action, demotion, or dismissal, the investigation or interview shall be conducted under the following conditions:

1. ***Pre-action Investigation***

a. When an immediate supervisor becomes aware of an incident which potentially warrants disciplinary action, that supervisor will initiate a pre-action investigation prior to taking disciplinary action. The pre-action investigation will be completed as soon as possible after the incident by the employee's immediate supervisor or any official so authorized.

b. The investigations are informal administrative methods used to gather the best evidence available. When possible, there should be personal interviews of witnesses and original or true copies of records obtained. Personal inspections and observation of places or property should be recorded. The investigator should seek to establish the facts by competent evidence and not solely by hearsay or a layman's opinion.

c. Statements will be obtained from available witnesses as necessary for a thorough and impartial investigation. Interviews with the witnesses will normally be held privately and individually. Generally, investigators will obtain signed statements from the important witnesses. The investigator may summarize the information obtained from other witnesses. All statements or summaries should be dated.

d. Every employee is obligated to furnish testimony or information to authorized management representatives with regard to official matters under inquiry. False testimony or refusal to furnish testimony or information may be the basis for disciplinary action.

e. Other investigative records (such as police reports), medical or personnel records, payroll records, copies of relevant rules and regulations, maps, photographs, diagrams, letters, notes, orders, and other documents may be evidence. Documents or papers which are made part of the investigation report shall be identified as to source.

f. The investigator should document any unusual or mitigating circumstances concerning the offense under investigation.

g. Prior to taking a disciplinary action, the pre-action investigation report must contain sufficient documented evidence to justify and sustain the action in an appeal.

h. The pre-action investigation report should be accomplished as rapidly as possible. If any unusual delays have been encountered, the reasons for these should be documented in the report.

2. The law enforcement officer under investigation shall be informed of the nature of the complaint prior to any interview and the names of all complainants. Questions shall be limited to the circumstances surrounding the accusations.

3. Any law enforcement officer under interview shall not be threatened with transfer, dismissal, or disciplinary action except that he/she may be told that disciplinary action may result for refusing to cooperate with the administrative investigation. The parties note, with regard to the conduct of administrative investigations, the United States Supreme Court held in Garrity v. New Jersey, 385 US 493 (1967), that statements made by police officers being investigated who were given a choice either to incriminate themselves or to risk discipline and possible loss of employment, were not voluntary and the 14th Amendment prohibits their use in subsequent criminal investigations. If an employee I ordered to make disclosures or otherwise cooperate in an investigation, the employee may include a statement to the effect that: *"This report or statement is made after being ordered to do so by authorized supervisory personnel. It is my understanding that by refusing to obey an order to write or give a statement or report, that I can be disciplined for insubordination and that the disciplinary action can be up to and including termination of employment. This report or statement is made only pursuant to such orders and the potential disciplinary action that can result for failure to obey that order."*

4. At the request of any law enforcement officer under interview, he/she shall have the right to be represented by the Lodge who shall be present at all times during the interview. The interviews shall be suspended for a reasonable time until representation can be obtained. Under limited circumstances private counsel may be allowed.

Section 11: If a disciplinary or adverse action which has been effected is subsequently completely reversed on appeal, the Agency will continue ensure that all evidence of that specific action is removed from the employee's Official Personnel Folder and will not be used to determine future disciplinary actions.

ARTICLE XX

NEGOTIATED GRIEVANCE PROCEDURES

Section 1: This Article sets forth the exclusive procedure available to the parties and Unit employees for the consideration of grievances, except as provided in Title VII, Section 7121, Subsections (D) and (E).

Section 2: A grievance is defined as a request by any of the parties, an employee, or by a group of employees acting as individuals, or by the Lodge collectively for relief in a matter of concern or dissatisfaction which is subject to the grievance procedure pursuant to Federal Law, rules and regulations. Grievances often arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. The Employer and the Lodge agree that every effort will be made to settle grievances at the lowest possible level. Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably on an employee's good standing, performance, loyalty or desirability to the organization.

Section 3: All grievances not satisfactorily settled under the grievance procedure shall be subject to arbitration.

Section 4: The Negotiated Grievance Procedure does not apply to matters excluded under Title VII, Section 7121, Subsection (C).

- (a) Certain matters exist in which an employee has a statutory appeals procedure and rights under this grievance procedure, but not both.
(see section 7121 (d) & (e) of Title VII)
Proceeding under this grievance procedure will in certain instances act as a waiver of statutory appeal rights.

Section 5: Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement, or is subject to arbitration under this Agreement, shall be submitted to arbitration.

Section 6: Reasonable time during working hours will be allowed for employees and Union representatives to discuss and present grievances and attend meetings with management officials regarding such grievances. At the point of initiation of a grievance by an employee, the Lodge can refuse to process the grievance if it lacks merit or there is insufficient evidence available. If the employee chooses Lodge representation, the grievance shall be

resolved at any step in the grievance procedure that the Lodge representative accepts the decision of the Employer.

Section 7: Any employee or group of employees in the Unit may present grievances to the Employer and have them adjusted without the intervention of the Lodge as provided by Section 7102 of Title VII. Employees electing the adjustment process must represent themselves and use the procedure set forth in Section 9 of this Article. The decision at Step 3, Section 9 on any such grievance will be final and may not be submitted for arbitration. Any adjustment of a grievance under this procedure may not be inconsistent with the terms of this Agreement and the Lodge must be given opportunity to be present at the adjustment decision at each step above the informal level.

Section 8: It is agreed that a grievance will be presented within 15 calendar days after the occurrence which led to the grievance. The step at which a written grievance is first presented will be determined by the level of the official whose action(s) gave rise to the grievance. Failure of the Employer to observe the time limits shall entitle the aggrieved to advance the grievance to the next step. Failure of the grievant to proceed with a grievance within any of the time limits specified in this Article shall render the grievance void or settled on the basis of the last decision given by the Employer. Time limits specified in this Article may be extended by mutual agreement to provide for unusual cases.

Section 9: The following procedure shall apply in the processing of all grievances covered by this article.

Step 1.

In the event a complaint or disagreement affecting an employee arises, the matter shall first be discussed by the aggrieved employee with the immediate supervisor. The employee will state that he/she has a grievance using the words "I have a grievance". If desired by the employee, he/she may be accompanied and represented by a Lodge representative. If the employee determines that a grievance exists, he/she must make it officially known to his/her immediate supervisor within the time frame specified in Section 8 of this Article. The supervisor shall make whatever investigation is necessary and shall give his/her answer to the employee within ten (10) calendar days after the date of the official notification of the grievance.

Step 2.

If the grievance is not satisfactorily settled at Step 1 and the employee desires further consideration on the matter, the grievance will be presented orally, and accompanied by a

written memorandum to the Chief of Police within seven calendar days of the date of the Step 1 decision. The written memorandum must set forth the basis for the oral grievance and, where applicable, the Article(s) and Section(s) of the Agreement alleged to have been violated and the corrective action desired within seven (7) calendar days after receipt of the oral grievance. The Chief of Police or his/her designated representative will meet and discuss the oral grievance with the employee, the Lodge representative if the employee has elected Lodge representation, and others as requested by the Chief of Police, the employee or his/her representative. The Chief of Police will render a written decision to the employee, with a copy to the Lodge, within fifteen (15) calendar days after the meeting.

Step 3.

If the grievance is not satisfactorily settled at Step 2 and the employee desires further consideration on the matter, the grievance will be reduced to writing and submitted to the Department Head within ten (10) calendar days of the date of the Step 2 decision. The written grievance must set forth the basis for the grievance and, where applicable, the Article(s) and Section(s) of the Agreement alleged to have been violated, the corrective action desired and state whether or not he/she will be represented by the Lodge. To the extent that the written grievance would vary in form and content from the grievance filed with the Chief of Police, the employee agrees to provide a copy of the proposed written grievance to the Chief of Police within seven (7) days of the Chief's written decision of Step 2. The Chief of Police will have three days to consult with the Lodge in order to present a fair and error free grievance to the Department Head at the Step 3 level.

If the employee at this point chooses to submit his/her grievance without representation by the Lodge, under the adjustment process, the employee may not later choose to be represented by the Lodge. New issues may not be raised by either party unless they have been raised at the step at which the grievance was initially presented. However, the parties may mutually agree to join new issues to a grievance in process. The Department Head or his/her designated representative will meet and discuss the grievance with the employee, the Lodge representative, and others who may be called by either party who have testimony relevant to the grievance, within seven calendar days after receipt of the written grievance.

The Department Head will render a written decision to the employee, with a copy to the Lodge, within fifteen (15) calendar days after the meeting.

Step 4.

If the grievance has not been resolved by the decision at Step 3, the grievance may be referred in writing to the Commander. The grievance shall specify the points which the Chief of Police and Department Head's decisions failed to resolve and must be submitted within ten (10) calendar days after the employee's receipt of the Step 3 decision. The Commander or his/her designated representative, upon request shall meet within ten (10) calendar days with the employee, and the Lodge representative, to discuss the grievance. A decision in writing, will be rendered by the Commander as soon as practicable but not later than twenty (20) calendar days of the discussion or receipt of the grievance if no request for discussion was made. The Lodge will be provided with a copy of the decision.

Step 5.

If an arbitrable grievance is not settled at Step 4 the Employer or the Lodge may refer the matter to arbitration, in accordance with the provisions of the Article on Arbitration.

Section 10: Disagreements between the Lodge and the Employer over the interpretation or application of this Agreement shall be resolved as follows:

Step 1.

The Commander and the Lodge President, or their designated representatives will meet within fifteen (15) calendar days of notice by either party to the other of an alleged disagreement. If the disagreement cannot be resolved at this meeting, the aggrieved party may proceed to Step 2.

Step 2.

The issue(s) will be reduced to writing, setting forth specific Article(s) and Section(s) of this Agreement dealing with such issue(s), whether further discussion is desired, and submitted to the other party. The party to whom the issue(s) are submitted will render a written decision as soon as practicable but not later than 30 calendar days after the discussion or receipt of the written issue(s) if no request for discussion was made. If the decision is not satisfactory to the aggrieved party, the issue(s) may be submitted to arbitration in accordance with the provisions of the Article on Arbitration.

ARTICLE XXI

ARBITRATION

Section 1: When a matter is submitted to arbitration in accordance with Article XX the procedures of the following sections will apply.

Section 2: Within ten (10) working days from the receipt of the arbitration request, the Parties shall meet for the purpose of endeavoring to agree in the selection of an arbitrator. If an agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within five (5) working days after receipt of such a list. If they cannot agree upon one of the listed arbitrators, then the parties will each strike one arbitrator's name from the list of five (5) and shall then repeat the procedure. The order of striking shall be determined by a flip of the coin. The remaining name shall be the duly selected arbitrator.

Section 3: The expense and fees of the arbitrator shall be borne equally by the Employer and the Lodge. The arbitration hearing shall be held at the Naval Education and Training Center during the regular day shift work hours of the basic work week, Monday through Friday, and all employee representatives, employee appellants, and witnesses shall not suffer any loss of pay or be required to take annual leave to participate in the arbitration proceedings.

Section 4: The arbitrator will be requested by the Parties to render his decision as quickly as possible, but, in any event, no later than thirty (30) days after the conclusion of the hearings, unless the Parties agree otherwise.

Section 5: It is recognized and agreed that the Arbitration provided herein shall be binding.

Section 6: It is agreed that the Arbitrator shall not change, modify, alter, delete or add to the provisions of this agreement; that such right is the prerogative of the contracting parties only. It is further agreed that the arbitrator will only have the authority to interpret and apply those bilaterally negotiated provisions of this agreement.

Section 7: The cost of any mutually agreed-to facilities and services in connection with the arbitration proceedings shall be shared equally by both parties.

ARTICLE XXII

GENERAL PROVISIONS

Section 1: The Lodge and the Employer affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, believing that, the public interest requires the full utilization of employees' skills and abilities, without regard to consideration of age, race, creed, color, sex, or national origin.

Section 2: The Lodge and the Employer shall give their whole-hearted support to the principles set forth in the SECNAVINST 5370 Series "Standards of Conduct for Military and Civilian Personnel of the Department of the Navy".

Section 3: Reasonable space, which has been clearly marked, will be provided to the Lodge for the posting of appropriate notices on the unofficial bulletin board located at Police Headquarters. Advanced approval of all notices must be obtained from the Employer or cognizant management official prior to any such posting.

Section 4: The Employer will submit for publication in the NAVALOG Newspaper appropriate news items of general interest submitted by the Lodge which have been approved by the Employer.

Section 5: The Employer will take appropriate action to adjust pay shortages.

- a. It is agreed that employees may request a special check to adjust shortages of 8 hours or more. The Employer further agrees to initiate the processing of such request promptly.
- b. When the Employer is requested to adjust an overpayment in excess of ten (\$10) dollars, he shall notify the employee as far in advance of the initial deduction as possible.
- c. It is further agreed that deductions or repayments in excess of ten (\$10) dollars per pay period, shall be scheduled, when permitted by regulations, not to cause hardship to the employee concerned.

Section 6: The Employer agrees that the Lodge shall be represented on the following Committees and boards as follows:

- Equal Employment Opportunity Committee Member
- Employee Devolvement Committee Member

Section 7: The Employer agrees to have sufficient copies of this Agreement printed. The Lodge agrees to type the Agreement in accordance with the printer's requirement.

ARTICLE XXIII **VEHICLES**

Section 1: The Employer (in accordance with current OPNAVINST) shall furnish the employees with sufficient vehicles to maintain required patrol standards, respond to alarms and emergencies, and maintain supervision.

ARTICLE XXIV **LAW ENFORCEMENT REFERENCE MANUALS**

Section 1: The Employer agrees that the following manuals will be issued to all police officers:

OPNAVINST 5580.1 - Navy Law Enforcement Manual

NETCNPT/LOCAL AREA RI COORDINST 5100.1 - Motor Vehicle Policy

Section 2: The Employer agrees that the following manuals will be maintained in the library located in the police training room.

NETC/LOCAL AREA RI COORDINST 5500.5 - Security Manual

Motor Vehicle Code - State of Rhode Island

ARTICLE XXV **GROOMING STANDARDS**

Section 1: Grooming standards are based on several elements--including neatness, cleanliness, safety, and a key element, which is appearance in uniform. It is agreed that standards established herein are reasonable, enforceable, and insure that personal appearance contributes favorably to the image of police officers.

Policies on grooming for male and female members is simply a recognition that there is a difference between the sexes--sideburns and mustaches for men, longer hair and cosmetics for women. The establishment of identical grooming and personal appearance standards for men and women would not be in the best interest of the Lodge, and is not a factor in the assurance of equal opportunity.

a. Men

(1) Hair will be neat, clean, and present a groomed appearance. Hair above the ears and around the neck will be tapered from the lower hairline upwards at least 3/4" and outward no greater than 3/4" to blend with the hair style. Hair on the back of the neck may not catch the collar. The "block cut" is permitted as long as a tapered appearance is maintained. Hair will be no longer than four-inches and groomed so that it does not touch the ears or collar, extend below the eyebrows when head-gear is removed, nor interfere with proper wearing of headgear. Bulk of the hair shall not exceed two-inches. Bulk is defined as the distance that the mass of hair protrudes from the scalp when groomed (as opposed to length of hair). The primary consideration remains a neatly groomed appearance for the hair style and the type of hair that the individual has, with 4" length and 2" bulk the maximum under any circumstances.

(2) Police headgear will fit properly, and in no case will the bulk or length of hair interfere with the proper wearing of any police headgear.

(3) The unique quality and texture of curled, kinked, waved, and straight hair recognize, and in some cases the 3/4" taper at the back of the neck may be difficult to attain. In those special cases, hair must present a graduated appearance and may combine the taper with a line at the back of the neck.

(4) Varying hair styles, including Afro, are permitted provided these styles meet the criteria of maximum length and bulk, tapered neck and sides do not interfere with the proper wearing of police headgear. Plaited or braided hair may not be worn while in uniform, on-duty status.

(5) Sideburns (if worn) shall be neatly trimmed and tapered in the same manner as the haircut. Sideburns will not extend below the bottom of the earlobe, will be of even width (not flared), and will end with a clean shaven horizontal line.

(6) Mustache. If mustache is worn it will not go beyond a horizontal line extending across the corners of the mouth and no

more than 1/4" beyond a vertical line drawn upward from the corners of the mouth.

(7) Earrings are prohibited while on duty. Neck chains may not be worn so as to be visible while in uniform.

b. Women

Hair will be clean and neatly arranged. When in uniform back hair may touch but not fall below the lower edge of the collar. Afro, natural and other similar styles are permitted, but exaggerated styles, including those with excessive fullness or extreme height, are not authorized. In no case shall the bulk of the hair interfere with the proper wearing of police headgear. Cosmetics will be conservative and in good taste.

ARTICLE XXVI
**EFFECTIVE DATE
AND DURATION OF AGREEMENT**

Section 1: This Agreement shall become effective upon approval by the Employer and the Secretary of the Navy. Any supplemental Agreements arrived at by negotiation subsequent to the Agreement, require similar approval.

Section 2: This Agreement shall remain in full force and effective for two (2) years from the date of approval by the Secretary of the Navy. If neither party has requested renegotiations between the one-hundred-fifth (105th) day and the sixtieth (60th) day prior to the terminal date, and in the absence of timely challenge, this Agreement will be brought into conformance with current published Department of the Navy policies and regulations and will be renewed for an additional two (2) year period following review and approval of the Secretary of the Navy.

Section 3: By mutual consent of the Parties, the Agreement may be opened for amendment at any time. In addition, if a change in law or regulation makes any provision of this Agreement inoperative, a revision of this Agreement may be required. In that case, the Employer will meet with the Union to work out the necessary changes. A request for revision of the Agreement by either party will be in writing and will include a summary of the basis of the request.

Section 4: This Agreement shall automatically be terminated at any time the Union loses entitlement to exclusive recognition under the terms of Title VII.