

ARTICLE 1

PARTIES TO THE AGREEMENT

Section 01.01 Parties

This Agreement is made between the Fraternal Order of Police, NJ Lodge 168, hereinafter referred to as the “Union”, and the US Army Fort Dix, Fort Dix New Jersey, and Devens Forces Training Area (DRFTA), hereinafter referred to as the “Employer”. The Employer and the Union are collectively referred to as the “Parties”.

Section 01.02 Exclusive Recognition

.01 The Employer recognizes the Union as the exclusive bargaining representative of all non-supervisory police officers and criminal investigators employed by the Employer, excluding all management officials, supervisors, professional employees and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7) as certified by the Federal Labor Relations Authority.

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

Section 01.03 Employees

As used in this Agreement the term “employee(s)” refers to all non-supervisory police officers and criminal investigators in the bargaining unit.

Section 01.04 Employer

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

Section 01.05 Gender

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

ARTICLE 2

EMPLOYER RIGHTS

Section 02.01 Statutory Rights

In accordance with the provisions contained in 5 U.S.C.7106, Management's Rights, subject to Section .02 of this Article, nothing in this Agreement shall affect the authority of any management official of the Employer to determine the mission, budget, organization, number of employees, and internal security practices of the Employer, and, in accordance with applicable laws,

.01 to hire, assign, direct, layoff, and retain employees of the Employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

.02 to assign work, to make determinations with respect to contracting out, and to determine the personnel by which the operations of the Employer shall be conducted;

.03 with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion, or any other appropriate source, and

.04 to take whatever actions may be necessary to carry out the mission of the Employer during emergencies.

Section 02.02 Exceptions

Nothing in this section shall preclude the Employer and the Union from negotiating –

.01 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;

.02 procedures which management officials of the Employer will observe in exercising any authority under this section; or

.03 appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 3

PROVISIONS OF LAW AND REGULATION AND EFFECT OF THE AGREEMENT

Section 03.01 Administration of the Agreement

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

Section 03.02 Valid Exception

The Employer retains the right to enforce any rule or regulation which is in conflict with this Agreement after said Agreement is in effect. The Union retains the right to initiate impact and implementation bargaining, when negotiable.

Section 03.03 Future Bargaining

The Parties agree that this Agreement will not foreclose future bargaining over specific actions by the Employer or the Union.

Section 03.04 Calendar Days

Unless specified to the contrary, whenever the term "days" is used in this agreement, it will mean calendar days.

ARTICLE 4

UNION REPRESENTATION

Section 04.01 Union Representatives

The Employer recognizes the following positions as representatives of the Union:

- .01 President;
- .02 Vice-President;
- .03 Secretary;
- .04 Treasurer;
- .05 One Shift Associate per shift, who works that shift; and
- .06 Trustee/ Designee (one Chief Shop associate)

Section 04.02 List of Union Representatives

The Union will maintain on a current basis, and provide to the Employer, a written list of all individuals who are officers and/or representatives of the Union and are authorized to act on behalf of the Union.

Section 04.03 Authorized Representatives

The Union representatives specified in section 04.01 of this article are the only individuals authorized to represent the Union in dealing with the Employer. Only the Union president, or the president's designee, are authorized to deal directly with Employer officials above the level of the Director of Public Safety (DPS). That designation will be in writing to the Director, DPS.

Section 04.04 Non-Employee Union Offices/Representatives

The Employer agrees that officers of the Union, national and local officials of the FOP, and other duly designated representatives of the Union who are not employees of the Employer will be admitted to the installation upon advance request and approval by the Employer for the purpose of meeting with representatives of the Employer at a mutually agreed upon time during working hours. Such visits will be governed by the Employer's security and other pertinent regulations.

Section 04.05 Reassignment of Shift Associate

The Employer agrees that when it is necessary to reassign a Union representative or Shift Associate from one watch to another for a period of more than two weeks, the Union will be notified in writing as to the reason for the change, normally two weeks in advance, so that the Union will have the opportunity to designate an alternate Shift Associate for that watch. In emergency situations, the Employer will notify the Union as soon as possible.

Section 04.06 Union Representatives' Names

Upon notice by the Union, the Union may post the names of the Union representatives in the Employer's squad rooms. The Union will be responsible for advising the Employer of any changes in the listing.

ARTICLE 5

UNION RIGHTS

Section 05.01 Agency Rules, Regulations and Directives

The Employer will provide the Union with one (1) copy of all directives (including updates), future special announcements and directives from higher authority to which the Employer is subject that relate to personnel policies, practices or conditions of employment.

Section 05.02 New Employees

All new employees within the bargaining unit will be informed that the Union is the official representative of the employees within the bargaining unit. Representatives of the Union have the right to participate as speakers in orientation sessions for new bargaining unit officers. If the employee(s) will not be included in a group orientation, the Union will be afforded up to thirty (30) minutes to speak with the employee(s) on their first duty day, or up to the first two weeks of employment. The Union will notify the Employer upon completion of such discussion.

Section 05.03 Formal Discussions

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

.01 any formal discussion between one or more representatives of the Employer and one or more bargaining unit employees concerning any grievance or any personnel policy or practices or other general conditions of employment. The Employer will notify the Union president of the meeting at which the Union is entitled to be represented at the same time as it notifies other attendees. Or;

.02 any examination of an employee in the unit by a representative of the Employer in connection with an investigation if 1) the employee reasonably believes that the examination may result in disciplinary action against the employee, and 2) the employee requests representation.

Section 05.04 Investigatory Interviews

A representative of the Union may, when representing any Union member as a witness or target of an administrative investigation:

.01 Assist and counsel members during the interview;

.02 Be informed of the subject of the investigation unless notification has been previously provided;

- .03 Speak privately with the employee before the interview. This does not infer that management may be postponed or delayed from conducting a timely interview due to unavailability of a Union representative;
- .04 During the investigation, request clarification on a question or issue;
- .05 Assist the employee on how to answer a question (the representative cannot answer for the employee);
- .06 Request a short recess of a reasonable amount of time during the meeting if time is needed to talk privately with the member;
- .07 Take notes; and/or
- .08 At the end of the investigation, add information to support the employee's case.

Section 05.05 Union Representative Non-Disclosure

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

Section 05.06 Tables of Distribution and Allowances (TDA)

Once (1) a year, the Employer agrees to supply the Union with a copy of the manning document (TDA) for the bargaining unit employees covered by this agreement. Management will also provide an additional copy of the TDA to the Union when there is a major approved departmental change or reorganization.

ARTICLE 6

FACILITIES, EQUIPMENT AND SERVICES

Section 06.01 Union Office and Equipment

The Employer agrees to make available office space to the Union for the purpose of conducting representational activities. The Employer will provide the Union with the following equipment:

- .01 One class B telephone line (ingoing/outgoing).
- .02 One computer and one printer sufficient to effectively communicate with management.
- .03 Facsimile machine sufficient to communicate with management (the Union will provide and pay for the telephone line and related service).
- .04 The Union will designate a property custodian who will be responsible for all Government property.

Section 06.02 Bulletin Boards

- .01 The Employer will provide secured bulletin boards for the posting of Union material. The bulletin boards will be located in an area(s) that provide the widest exposure and accessibility for bargaining unit employees. The Union will be responsible for posting its own material.
- .02 The Union agrees that material posted on its bulletin board will not be libelous or offensive to the general public. Any dispute concerning the content of any posting, which is alleged to be libelous, will be brought to the attention of the Union's president by the Employer. The Union agrees to remove the material immediately until the dispute is resolved. The parties agree that where the dispute cannot be resolved they will submit the matter to arbitration as provided for in this Agreement.

Section 06.03 Break Rooms

The Employer will provide adequate break rooms in all buildings where bargaining unit employees work which will be cleaned on a regular basis.

Section 06.04 Telephones

Bargaining unit employees will be given reasonable access to agency telephones for telephone calls within regulatory guidelines or purposes.

Section 06.05 Parking Spaces

The Employer will continue to provide free parking to all bargaining unit employees.

Section 06.06 Distribution of Union Material

The Employer agrees to provide the Union with a mail slot at the Directorate of Public Safety, Fort Dix, New Jersey. The Union has the right to use the employer's mail and e-mail distribution systems to transmit documents to the Employer only. The Union or any of its representatives may distribute material to bargaining unit employees in non-work areas during non-work time.

Section 06.07 Design/Construction Changes

In the design or construction of any new command center, locker rooms, and/or showers, police management will keep bargaining unit employees, including the Union, informed about the project throughout the process. The Union will be allowed to make suggestions and comments about such proposed design or construction changes.

Section 06.08 Copies of the Agreement

The Employer will reproduce this Agreement and will bear all initial related costs. The Employer will provide 150 copies and two CD's of this Agreement to the Union for its use and one copy to each bargaining unit member at the time of publication of the contract.

ARTICLE 7

LOCKER ROOMS AND SHOWERS

Section 07.01 Locker Rooms/Showers

The Employer will provide employees with shower facilities and locker rooms for both male and female employees. Lockers will be capable of being locked and large enough to hold appropriate issued equipment, uniforms and reasonable personal items. Bargaining unit employees' locker(s) will not be searched except in accordance with the law. Search of an employee's locker will be conducted in the presence of a Union representative if the employee is not available, except where exigent or compelling circumstances dictate otherwise.

Section 07.02 Inspection

When the Employer desires to conduct an inspection of employees' locker(s), to insure cleanliness and/or for health and safety reasons, employees will be given 24 hours advance notice for inspection. A Union representative may be present for the inspection; however, unavailability of the Union representative will not preclude the inspection.

Section 07.03 Seizure of Property

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

Section 07.04 Cleanliness of Locker Rooms/Showers

The Employer will make a reasonable effort to provide adequate locker rooms, and showering facilities which are free from dirt, dust and debris. In those instances where construction or renovation in proximity to such facilities results in an increase in dirt, dust or debris, the Employer will, to the extent that space is available, permit the employees to use other available facilities. In those instances where space is not available, the Employer will take reasonable steps to minimize the impact of construction or renovation activities.

Section 07.05 Separate Lockers

Bargaining unit employees' lockers will be maintained separately from those of supervisors and managers.

ARTICLE 8
OFFICIAL TIME

Section 08.01 Definition

.01 Official time is defined as duty time granted to a bargaining unit employee by the Employer for one of the purposes permitted in section 08.02 of this Agreement, without charge to leave or loss of pay when the employee would be in a duty status.

.02 Official time may not be denied by the Employer if the request meets the requirements of this article. However, subject to operational needs, the use of official time may be temporarily delayed or postponed until such time as the Employer can permit the employee to use official time.

Section 08.02 Representational Functions

Official time may be used for the following activities:

- .01 To discuss complaints, grievances and appeals with employees and/or other Union officials;
- .02 To prepare and present grievances and appeals on behalf of employees;
- .03 To attend meetings with supervisors and management officials to discuss grievances and appeals; and
- .04 To represent employees in grievance and appeal proceedings, and proceedings before the Federal Labor Relations Authority.

Section 08.03 Other Official Time Uses

One (1) Union Official at a time shall be permitted to go to Devens RFTA up to a maximum amount of seventy-two (72) hours official time during the calendar year to discuss Union issues and initiatives. All costs associated with such trips will be paid for by the Union. The Union will give the Employer at least fifteen (15) days notice of when and who they are sending. If the Employer deems that manning or an emergency prohibits the visit they will provide a written explanation and propose an alternate date, within thirty (30) days of received request. Additionally considerations and allowances will be considered for issues and problems arising from grievances, new hires and employee related concerns that can not be handled by Devens on site Union associates or by other means of communication such as telephone, teleconferences, and e-mail.

Section 08.04 Accounting for Official Time

The use of official time for representational activities will be timely recorded on a form developed by the parties.

Section 08.05 Requests for Official Time

.01 The Union president will receive a reasonable amount of official time for the duration of this Agreement. Any other employee recognized as a Union representative who wishes to perform representational activities will notify his/her supervisor as far in advance as possible. The Union representative will indicate who will be contacted, the nature of the contact, and how much time away from the duty site is anticipated. If that employee can be relieved from the duty site, then the representative will also be relieved from his/her duty site. The representative will report to his/her supervisor when he/she returns to his/her assigned duties.

.02 A representative who wishes to perform representational duties via telephone will notify the supervisor that he/she needs to be relieved for such purpose. If the representative is relieved from the duty site, he/she will report back to the supervisor when he/she returns and furnish documentation of the time used. Representational activities, either in person or by telephone, will not be performed while on duty.

.03 The Union agrees that official time will not be used to solicit grievances or complaints from represented employees during duty hours.

Section 08.06 Expeditious Use of Official Time

The Union recognizes the unique nature of the Police mission at the Installation and its responsibility to ensure that its representatives do not abuse their use of official time by unduly absenting themselves from their assigned duties. Representatives will make every effort to perform representational functions in a timely and expeditious manner. The parties will cooperate in any inquiry into the abuse of official time.

Section 08.07 Appeal of Denial of Official Time

If a request for official time is disapproved, in whole or in part, the Union may seek a review of the determination by a higher-level official in the chain of command of the department, and/or may designate another employee to represent the Union in the matter involved. This section does not apply to the postponement of a request for official time due to operational mission or requirements.

Section 08.08 Disputes over Official Time/Exclusivity of Procedure

Any dispute over the use of official time may be resolved through the negotiated grievance procedure or the FLRA, but not both. A choice of one complaint process automatically excludes the other.

Section 08.09 Excused Absences

The Employer agrees to consider requests submitted by Union representatives for administrative excusal to attend training sessions sponsored by labor organization, provided the subject matter of such training is of mutual concern and benefit to the Employer and to the employee in his capacity as a Union representative. Up to a total of eighty (80) hours of excused absence per year, to be limited to the Union president or his designee, may be permitted for this purpose. Requests for such excused absences, to include documentation indicating the mutual benefit to be derived by both parties, shall be submitted no later than fifteen (15) calendar days in advance of the date of the requested excused absence. Final decision on requests for excused absence will be at the exclusive discretion of the Employer.

ARTICLE 9

DUES WITHHOLDING

Section 09.01 Authorization

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

Section 09.02 Collection of Dues/Transmittal of Forms

For the collection of dues allotment, the Union will use form SF-1187, Request for Payroll Deduction for Labor Organizations. The Union will also be responsible for the proper completion and certification of the forms and for transmitting them to the DFAS CSR.

Section 09.03 Forms

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

Section 09.04 Notification of Suspension or Expulsion of Union Member

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

Section 09.05 Employee Revocation of Dues

An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion of SF-1188 to the DFAS CSR, provided that the employee has been dues withholding for one (1) year. Upon receipt of the revocation form which has been properly completed and signed by the employee, the payroll office will discontinue the withholding of dues from the employee's pay effective the first full pay period after the employee's anniversary date. There will be only one (1) revocation period each year. The revocation period for each employee will be during the ten (10) day period immediately preceding, to include the anniversary date of the effective date of the employee's dues withholding election.

Section 09.06 Amount of Regular Dues

The amount of dues to be withheld under this Agreement will be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union if the amount of the regular dues has been changed as provided in Section 09.07 of this article. A deduction of regular dues

will be made every pay period from the pay of an employee who has requested such allotment of dues. It is agreed that no deduction for dues will be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full amount of dues.

Section 09.07 Change of Dues Amount By Union

If the amount of regular dues is changed by the Union, the Union will notify the Employer in writing and will certify to the DFAS the new amount of regular dues to be deducted each pay period. New SF-1187 authorization forms will not be required. Changes in the amount of Union dues for payroll deduction purposes will not be made more frequently than once in a twelve (12) month period.

Section 09.08 Automatic Termination of Deduction

All deductions of dues provided for in this Agreement will be automatically terminated upon separation of an employee from the bargaining unit. The Employer will be responsible for notifying the appropriate servicing payroll processing center when one of the actions occurs.

Section 09.09 Employee Responsibility

Employees are responsible for ensuring that their dues withholding status is accurately reflected each pay period on the Leave and Earnings Statement. Employees will, through appropriate channels, notify the payroll processing center promptly of any errors. Failure or delay by an employee to promptly initiate and actively pursue any such errors may void any claim for waiver of overpayment.

Section 09.10 Errors

In the event dues are discontinued erroneously, the Agency will automatically reinstitute the previously submitted SF-1187 on the dropped employee's behalf. The Agency will be responsible for reimbursing the Union in an amount equal to the regular and periodic dues the Union would have received for the period of termination. In the event that an employee's dues are continued erroneously due to the action or inaction of the Employer, the Employer will be responsible for reimbursing the employee, consistent with this Article.

ARTICLE 10

ADDITIONAL DUES ALLOTMENT

Section 10.01 Election/Cancellation

Employees are eligible to elect or cancel a voluntary deduction to the Union at any time. The election form may be used for both electing and canceling a voluntary deduction.

Section 10.02 Employee Request

An employee electing to have a voluntary deduction will complete a voluntary deduction election form. On this form, the employee would designate the FOP and the amount he elects to have regularly deducted from his pay and forwarded to the FOP. The employee would then forward this form to the FOP.

Section 10.03 Union Responsibility

The Union will review the form and forward it for processing.

Section 10.04 Election/Cancellation

Employees are eligible to elect or cancel a voluntary deduction to the Union at any time. The election form may be used for both electing and canceling a voluntary deduction.

Section 10.05

In order of precedence, voluntary deductions for the Union will be taken after Union dues are deducted, if the employee has a deduction for Union dues. Otherwise, the order of precedence is handled as any other voluntary deduction.

ARTICLE 11
NEGOTIATIONS

Section 11.01 Definitions

.01 In this agreement and in the working relationship of the parties, “meet and confer in good faith” means the process whereby the Employer’s designated representatives and the representatives of the Union have a mutual obligation to meet personally and confer in order to exchange information opinions, and proposals on matters within the scope of discussion.

.02 “Collective bargaining” means the performance of the mutual obligation of the Employer and the Union to meet at a reasonable time, to consult and bargain in a good-faith effort to reach agreement with respect to conditions of employment and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached.

Section 11.02 General

.01 It is agreed that personnel policies, practices and matters affecting working conditions not specifically covered by this Agreement will not be changed by the Employer without prior notice to and appropriate negotiation with the Union, unless the change is based on a change in statute, law, government-wide regulations, Agency regulations for which there is a compelling need, or management’s rights.

.02 Should the Employer propose a change described in Section 11.02, the Employer agrees to provide the Union with at least 21 days written advance notice of the proposed change. The Union will have up to 5 days from receipt of the notice to request a meeting concerning the change. If the Union requests a meeting, the meeting will normally be held within five (5) days of the Union's request and the parties will review the proposed change(s). The Union will then have up to ten (10) days to notify the Employer in writing if it wishes to bargain. Should the Union notify the Employer that it wishes to bargain, the Union will include written proposals at the time of its response.

.03 The parties will meet at a mutually agreeable time and place to conduct negotiations. The parties agree that every effort will be made to reach agreement as expeditiously as possible. If the Union does not request a meeting or submit written proposals within the prescribed time periods, the Employer may implement the change(s) as proposed. Nothing in this article precludes the Employer from implementing emergency or security procedures or actions required by circumstances beyond its control or for reasons of national security.

Section 11.03 Federal Mediation and Conciliation Service (FMCS) Assistance

If, after a good faith effort, the parties are unable to reach an agreement, the parties agree to seek the services of the Federal Mediation and Conciliation Service (FMCS) to resolve their differences. If assistance from FMCS is unsuccessful, the parties agree to submit the dispute for

resolution in accordance with the regulations of the Federal Services Impasses Panel. During this period, the Employer and the Union will maintain the status quo in accordance with the law.

Section 11.04 Negotiability Claim

.01 On any claim of non-negotiability, the Employer will provide the Union with a written declaration of non-negotiability and its basis for reaching such conclusion. The Union will then be free to pursue its statutory remedies under the Federal Service Labor-Management Relations Statute and regulations of the Federal Labor Relations Authority.

.02 Should the FLRA or a court of competent jurisdiction find the subject proposal negotiable, the parties will negotiate as provided, and to the extent required, by law.

Section 11.05 Union-Initiated Midterm Proposals

.01 The Union may initiate bargaining concerning conditions of employment on each anniversary of the effective date of this Agreement. Such notice will be tendered in writing at least 30 days prior to the anniversary date. Each party may offer no more than five (5) articles for additions, deletions, or changes at midterm negotiations.

.02 When the Employer receives a written proposal from the Union a meeting will be scheduled, if necessary, within ten (10) days to review the Union's proposals. The Employer may submit counter proposals within ten (10) days of the Union's proposals. The parties will meet at a mutually agreeable time and place to conduct negotiations. If the parties cannot reach agreement, the provisions of section 11.03 of this article will apply.

Section 11.06 Union Representatives

The Union, under this article, will be authorized an equal number of representatives on official time for the conduct of negotiations. While negotiations are on-going the Employer will ensure that all Union representatives serving or meeting on the negotiation team are provided the time needed to effectively participate in the negotiation. If shifts need to be changed and duty days need to be switched, official time will be authorized.

Section 11.07 Questionnaires

.01 No canvassing, attitude surveys, questionnaires or similar devices concerning personnel policies, practices or procedures affecting working conditions of employees of the bargaining unit will be utilized by the Employer without prior notification to the Union.

.02 The Employer agrees to provide to the Union a copy of any report generated by the Employer which analyzes and/or provides recommendations resulting from canvassing, surveys or questionnaires. After issuance of a report, or if no report is issued, the Employer agrees to provide a summary of the raw data to the Union upon the Union's request. No canvass, attitude survey, questionnaires or similar devices developed by the Employer will contain any personal identifiers. However, a provision may be made for optional self-identification.

ARTICLE 12

NAMES OF EMPLOYEES AND COMMUNICATION

Section 12.01 Furnishing of Names

Within thirty (30) days of the Union's request, the Employer shall furnish to the Union the name, title and grade of each employee covered by this Agreement. The Employer shall comply with up to two (2) such requests within any twelve (12) month period.

Section 12.02 Distribution of Union Information

The Employer agrees to permit the Union to distribute to each bargaining unit employee annually a Union announcement card, notifying the employees of the Union's Executive Board, representatives, and that the Union is the exclusive bargaining representative and soliciting information from the employee so that the Union may provide maximum service to the employee. This notification will take place in the month of December of each year.

ARTICLE 13

EMPLOYEES' RIGHTS

Section 13.01 Statutory Rights

Each employee has the right to join or assist the Union, or refrain from such activity, freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of this right. Except as provided in 5 U.S.C. 71, such rights include the right:

- .01 to act for a labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to the Secretary of the Army, the Commanding Officer, the Congress, or other appropriate authorities; and
- .02. to engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees.

Section 13.02 Personal Rights

- .01 All employees will be treated fairly and equitably in all aspects of personnel management, without regard to race, color, religion, national origin, sex, age or disabling condition and with proper regard and protection of their privacy and constitutional rights.
- .02 The parties agree that in the interest of maintaining a congenial work environment, both supervisors and employees will deal with each other in a professional manner.
- .03 The Employer agrees to annually inform the employees of their rights under 5 U.S.C. 7114(a)(2)(B).
- .04 The Employer will make a reasonable effort to conduct discussions between supervisors and employees, other than run-of-the-mill work conversations, in private.
- .05 If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Employer has knowledge of and can control the situation.
- .06 The Employer will take appropriate measures, within the capabilities of its available resources, to provide employees with the means to secure their personal belongings. Employees will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the workplace.
- .07 An employee's decision to resign or retire will be made freely and in accordance with prevailing regulations.
- .08 If an employee is facing removal or termination, the employee may resign, freely and in accordance with prevailing regulations, any time prior to the effective date.

.09 An employee may withdraw his/her resignation prior to the effective date, as long as the position is uncommitted or unencumbered.

Section 13.03 Right to Meet with Union Representative

If an employee wishes to discuss a problem or potential grievance with a Union representative, the employee will have the right to contact and meet with the Union representative on duty time. The employee will be required to state the nature of the problem or grievance and the length of time he is requesting. To the extent operational requirements permit, the employee will be released from duties to contact and/or meet with the Union representative when he requests to exercise this right.

However, an employee may be requested to delay this meeting when operational requirements require that the employee remain at his duty site. Such a request will not unreasonably be denied.

Section 13.04 Salary Payment

.01 The Employer may make a reasonable effort to ensure that employees receive their salary payment on the established payday. Employees are responsible for reviewing their leave and earnings statements and notifying their supervisors of any unexplained changes.

.02 When an employee's salary is not received on the established payday, the employee should notify their supervisor immediately.

.03 Upon notification by the affected employee of an error in any pay issue, the timekeeper, after verification and certification, will submit a corrected time sheet in the next transmission period after discovery of the error, so that the retroactive monies can be in the paycheck in accordance with DFAS processing procedures.

.04 Retroactive pay adjustments for two (2) or more pay periods for any reason will be computed and processed as soon as possible, in accordance with DFAS procedures.

Section 13.05 Voluntary Activities

The parties agree that employee participation in the Combined Federal Campaign, blood donor drives, bond campaigns and other worthy projects will be done on a voluntary basis. The employer will not require or coerce employees to invest their money, donate to charity or participate in these activities. This does not preclude giving general publicity and encouragement to employees to contribute. Participation or nonparticipation will not disadvantage employees.

Section 13.06 Disclosures

The Employer will not disclose an employee's age, race, sex, religion, national origin, physical or mental disability, or dues paying membership in the Union except as provided by law and/or

directives of competent authority to which the Employer is subject, or to which the employee provides written consent.

Section 13.07 Employer Office Contacts

Employees have the right during work hours, without charge to their time, to contact the following officials or offices:

- .01 appropriate Union officials;
- .02 Civilian Personnel Advisory Center;
- .03 Equal Employment Opportunity Counselors or Officers;
- .04 utilizing the chain of command;
- .05 Occupational Health Office; and
- .06 Other official internal common service offices.

The employee will be required to state to the immediate supervisor the general nature of the contact and the length of time that he is requesting. To the extent that operational requirements permit, the employee will be released from duties to exercise this right. Employees have the responsibility to exercise their right judiciously and expeditiously.

Section 13.08 Personal Life

The Employer recognizes an employee's right of privacy with regard to conduct off duty and off the Employer's premises as long as there is not a nexus between that conduct and the employee's continued suitability for employment in his/her current position.

Section 13.09 Outside Employment

The Employer recognizes an employee's right to have a second job outside of the Federal system. However, the employee acknowledges that his/her first responsibility is his/her Federal service job and that a second job will in no way interfere with those responsibilities. Employees may not utilize their Federal uniform or equipment at any time during a second employment situation.

ARTICLE 14

EMPLOYEE RECORDS

Section 14.01 Coverage

This article applies to the Official Personnel Folder (OPF) and all worksite personnel files.

Section 14.02 Official Personnel Folders

.01 The Employer will maintain only one (1) Official Personnel Folder (OPF) for each employee in the bargaining unit. The contents of the OPF will be secured, maintained and released as prescribed by established Employer policy and this Agreement. All provisions of this article will apply to electronic as well as manual files. The OPFs will contain only those records permitted by the Office of Personnel Management and personnel forms prescribed for use by the Employer. Employees will have the right to update their OPFs with relevant information regarding experience, education, training, etc., which might enhance their careers, and which meet the regulatory requirements for materials stored in the OPF.

.02 No derogatory material of any nature which might reflect adversely upon the employee's character or government career will be placed in the employee's OPF without the employee receiving a copy, with the exception of material required by law and regulation to be kept confidential from the employee.

Section 14.03 Disclosure/Disciplinary Action

Any record in the OPF or any worksite file which cannot be disclosed to the employee cannot be used as a basis for a disciplinary action.

Section 14.04 Inspection and Copying of the OPF

.01 Each employee, and designated representative who has been authorized in writing by the employee, and when not contrary to law to which the Employer is subject, has the right upon request to review or photocopy any item on file in the OPF on that employee maintained by the Employer.

.02 No record or document in an employee's OPF will be made available to any unauthorized persons for inspection, review, copy or photo duplication. Employee review or duplication requests must be made two (2) weeks in advance. Emergency requests for an OPF will be considered on a case-by-case basis. The review or photocopying of the OPF will take place only in the presence of an official having custody of the OPF. Each employee will be entitled to photocopy material from his/her OPF once a year without cost. This does not mean that employees may obtain a complete copy of their OPF at a cost to the Employer each year. Employees may, if they have already photocopied their OPF once, copy new or added materials.

.03 Employees must accept the responsibility to maintain official documents when they are provided in the normal course of receipt from management. Instances of exception; i.e., acts of

nature, will be considered on a case-by-case basis. A staff member of the Civilian Personnel Advisory Center will control the photocopying of documents from the OPF.

Section 14.05 Record Retention

Documents and records will be maintained in the OPF in accordance with applicable statutes and regulations.

Section 14.06 Worksite Files

.01 In addition to the OPF, the Employer may maintain one (1) administrative file and one (1) supervisors employee work folder per employee in the police station. These files are intended solely as sources of information relating to emergency addresses, record copies of appraisals, attendance, job performance, training, discipline, awards and other information pertinent for supervisory use. Nothing in this article will prohibit the Employer from establishing and maintaining other files, such as health, training, payroll, and management-employee relations files.

.02 Any derogatory material that becomes part of the employee's worksite file will bear the signature of the person originating the material, if possible.

.03 Worksite files are considered temporary records and should be disposed of two (2) years following the separation or resignation of the employee, or in accordance with applicable regulations and guidelines.

.04 Employees have the right to update their worksite files and their official OPF with relevant information regarding experience, education, or training, etc., which might enhance their careers. Such updates must be limited to and in compliance with applicable OPF files maintenance regulations.

.05 Nothing in this section shall preclude the maintenance of appropriate supervisory files.

Section 14.07 Medical Information

Medical information in the possession of the Employer about an employee may be disclosed to that employee or to his/her representative with written consent of the employee. Each such request by a representative must contain an original signature by the employee specifying who is the representative, what period of time his designation is to be considered, and the specific issue related to the records being requested. The employee or representative must sign a records release form "Consent for Release of Patient Information".

Section 14.08 Ghost Files

"Ghost Files" are a collection of papers or publications arranged or classified by an employee's name and maintained in a folder, case, cabinet or file, kept from the employee, and used by other

supervisory personnel in making personnel decisions about the employee. “Ghost files” will not be kept.

Section 14.09 Subpoena

.01 In the event that the Employer is served with a subpoena for the production of an employee’s records, prior to the release of the employee’s records, the Employer will notify the employee by providing a copy of the subpoena and the date on which the Employer intends on producing the subpoenaed records. The Employer’s obligation in this regard extends only to those subpoenas which are served directly with the Employer. This procedure will not pertain to subpoenas for information which are served directly to the Civilian Personnel Operations Center (CPOC), as the Employer will have no knowledge of such service.

.02 Upon service of a pending Motion to Quash that has been filed by a court of competent jurisdiction, the Employer will comply, if directed to do so by said judge. The Employer will then delay the release of such subpoenaed information.

ARTICLE 15

POSITION DESCRIPTIONS

Section 15.01 Providing Position Description

Each employee covered by this Agreement will be provided a position description which reflects the duties and responsibilities assigned to the position. When it becomes necessary to assign duties and/or responsibilities of a recurring nature, the position description may be amended to reflect such duties. The Employer agrees to provide employees with the current description at the time of entry into each position and anytime the duties of the position are changed. The Employer will provide the Union with a copy of new or revised Position Descriptions upon implementation.

Section 15.02 Employee Review of Position Descriptions

If an employee believes that his/her position description is not accurate, he may request a review by the appropriate supervisor. If the review by the supervisor does not resolve the employee's concern, the employee may use the negotiated grievance procedure to resolve the issue.

Section 15.03 Duties Outside of the Position Description

An employee will not normally be required to perform duties that do not have a reasonable relationship to his official position description. However, nothing in this section precludes management from assigning duties in the accomplishment of the mission or in emergency situations.

Section 15.04 Revision of Position Description

If the Employer, in its discretion, chooses to involve the Union in a consultative and collaborative process of revising a bargaining unit position description as pertains to working conditions or conditions of employment, the Union waives any impact and implementation bargaining rights it may have or any grievability issues that could be raised by it or by the employee. However, if the Employer, in the exercise of its retained management right to assign work, chooses not to involve the Union on such issues, the Union reserves whatever rights it may have with respect to impact and implementation bargaining and/or grievability issues.

ARTICLE 16

AFFIRMATIVE ACTION

Section 16.01 Affirmative Action Program

It is understood by the parties that procedures controlling program operations under the Employer's Affirmative Action Plan will not be governed by the agreement except to the extent stated in the Affirmative Action Plan itself. The Employer agrees to provide the Union with a copy of the agency's Affirmative Action Plan.

ARTICLE 17

MERIT EMPLOYMENT AND PROMOTION

Section 17.01 Objective

The objective of this article is to ensure that merit principles are applied in an equitable manner to all applicants for posted Employer bargaining unit positions; to ensure the selection of those candidates determined to be best qualified; and to provide an incentive for all employees to pursue a career with the Employer based upon the excellence of their performance and development of their knowledge, skills and abilities through an orderly and fair consideration for vacancies.

Section 17.02 Vacancy Announcements

All vacancy announcements will be posted on the Police Dispatch Bulletin Board. However, employees are responsible as well to review vacancies posted through the electronic vacancy announcement posting system. The fact that an announcement is not physically posted on the bulletin board does not negate the validity of the established announcement process or the requirement to timely file for consideration.

Section 17.03 Evaluation of Candidates

Candidates will be evaluated in accordance with standing Office of Personnel Management (OPM) and regulatory requirements.

Section 17.04 Information Provided to the Union

Should the Union request, the Employer will provide the scores of applicants (minus any identifying information; i.e., names, social security numbers) plus the cutoff score (natural break if used) for any bargaining unit position posting once the selection is made. It is recognized that not all referrals for candidates may require a numerical scoring process. It is also recognized that management may select whatever candidate it deems appropriate, regardless of candidate score, if selected from a properly rated and ranked referral. The Union agrees that information provided by management on other candidates' scores will be handled in a discrete and professional manner.

ARTICLE 18

PROMOTIONS WITHIN THE BARGAINING UNIT

Section 18.01 Announcements

All promotion announcements for bargaining unit positions will be open for a period of from five (5) to fourteen (14) days at management's discretion. The Employer will make every reasonable effort to ensure that announcements are posted for the entire open period.

Section 18.02 Application Deadlines

All applications must be received in compliance with instructions articulated on published CPOC vacancy announcements.

Section 18.03 Application Receipt

Applications for promotion will be received in accordance with the procedures stated on the announcement.

Section 18.04 Applicable Laws, Rules and Regulations

.01 Promotions will be made in accordance with applicable laws, regulations, Agency directives, and this Agreement. If, as a result of a grievance being filed under this article, either the Employer agrees or an arbitrator decides that an employee was improperly excluded from proper referral for consideration, he will receive priority consideration for the next appropriate vacancy for which he is qualified. This is a one-time consideration.

.02 An appropriate vacancy is one at the same series and grade level, which would normally be filled by competitive promotion procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable promotion opportunities as the position for which the employee was improperly excluded.

Section 18.05 Priority Consideration

For the purposes of promotion actions only under this article, priority consideration means that the employee alone must be given bona fide consideration by the selecting official before any other candidates are referred for the position to be filled. The employee is not to be considered in competition with other candidates and is not to be compared with other candidates, unless the rare situation occurs where two applicants are erroneously not referred for the same vacancy. In this case, both employees will be referred for priority consideration on the same list, ahead of the issuance of the usual referral list. The employee(s) must be fully qualified for the position being filled.

Section 18.06 Tie By Candidates

In the event that two (2) or more employees receive priority consideration for the same promotion action, they may be referred together. However, priority consideration for separate actions will be referred separately and in the order received, based on the date the determination of improper exclusion is made.

Section 18.07 Information to Employees

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

.01 whether the employee was considered for promotion and, if so, whether he was found eligible on the basis of minimum qualification requirements for the position;

.02 whether the employee was one of those in the group from which selection was made; i.e., one of the best qualified candidates available and/or appeared on the promotion list;

.03 who was selected for promotion; and

.04 in what areas, if any, the employee should improve to increase his chances of future promotion.

Section 18.08 Merit System Principles

The merit promotion program shall conform to all merit system principles and will afford fair consideration for all employees.

Section 18.09 Posted Qualification

All qualification requirements will be posted on the vacancy announcements at the time the announcement is made.

ARTICLE 19

PERFORMANCE EVALUATION

Section 19.01 Performance Evaluation

The parties acknowledge that Federal performance evaluation systems are approved by the Office of Personnel Management. The parties agree that the Department of the Army's present Office of Personnel Management (OPM) approved system used to evaluate employee performance will continue to be used until such time as a new rating plan system is established and approved by OPM.

Section 19.02 Inadmissible Comments

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

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

Section 19.03 Performance Grievances

Performance appraisal grievances will be filed in accordance with the grievance procedures outlined in this Agreement. Performance standards and critical elements are not grievable or appealable.

ARTICLE 20

TRAINING AND DEVELOPMENT

Section 20.01 General

.01 The parties encourage and support employees in developing their police related knowledge, skills and abilities. To this extent, the Employer intends to provide on-the-job, internal, and external training opportunities consistent with the Employer's needs as well as the availability of funds and resources, and in accordance with the law or regulations. To assist in this effort, the FOP may make available to the Employer training materials and resources (i.e., videos, pamphlets, speakers, etc.) related to policing.

.02 These materials and resources will be reviewed by police management for appropriateness, content, and applicability to police operations. The decision on the use of funding of training recommended by the FOP is exclusively the Employer's. The decision not to use or fund such training is not grievable. The Employer will encourage each employee to engage in self-education, self-training, and self-improvement programs. Any course catalog maintained by the Employer will be made available to assist employees in this effort.

Section 20.02 Annual Discussion

The supervisor and employee will annually discuss the training needs of the individual that are consistent with the Employer and Police Force mission goals.

Section 20.03 Employee Responsibilities

Attendance at training is an official duty and is assigned just as other duties are assigned and is, therefore, mandatory. Employees selected for training must arrive on time and complete the entire training session. In coordination with their supervisors, employees are responsible for adjusting their schedules to accommodate authorized training requirements.

Section 20.04 Selection and Approval for Training

Selection and approval for training will be in a fair, impartial and nondiscriminatory manner. When training cannot be approved, the employee will be notified and provided with the reasons for disapproval. The source and location of approved training is solely that of management. Claims of disparate treatment for training are grievable under the negotiated grievance procedure. When there are two or more employees and both have not attended specific training or school seniority will apply, when practical.

Section 20.05 Initial Training

20.05.01 Police Officer New Hires: In accordance with applicable regulations, any newly appointed Employee that fails to meet the prescribed waiver process, or has not attended an accredited USAMPS training academy, or waiverable equivalent, will attend specified training

within one (1) year of date of hire. Any "New Hire" who fails to meet the initial terms of employment may be terminated. The termination of such Employee is not grievable under the conditions of this Contract.

20.05.02 Current Police Officers: Any current Employee that has never attended an accredited USAMPS training academy will complete the prescribed waiver process, based on previous training and experience, and if found non-waiverable will attend a USAMPS training academy, or waiverable equivalent.

20.05.03 Criminal Investigators: Criminal Investigators will be offered appropriate training in accordance with applicable regulations and directives.

Section 20.06 Field Training

All newly assigned Police Officers will be assigned to a certified Field Training Officer (FTO) in compliance with applicable regulations.

Section 20.07 Physical Training (PT) Instructors

Every attempt will be made to maintain a certified Physical Training (PT) Instructor on each squad.

ARTICLE 21

SENIORITY

Section 21.01 Overall Seniority

Seniority as referenced in this article pertains only to issues of vacations, days off, shift assignments, leave, overtime and special assignments. It does not pertain to reductions in force and other personnel management issues mandated by statute or regulation.

Section 21.02 Ties In Seniority

Seniority will be determined by installation service computation date. Ties will be broken by comparing the service computation leave date (Block #11 of Leave and Earning Statement) of the affected employee. If a tie still exists the last four numbers in the employee's social security number, the lower/lowest number being the more "senior".

ARTICLE 22

WORKWEEK AND OVERTIME

Section 22.01 Basic Workweek

The Fort Dix Public Safety Directorate standard work period will consist of an 80 hour pay period for those bargaining unit employees working twelve (12) hour shifts. The bi-weekly pay period will begin on Sunday and ending on Saturday, for employees covered under this Agreement.

Section 22.02 Notice of Work Schedules

Work schedules will be posted in advance of the administrative workweek. Changes to an employee's established work schedule shall be made as soon as a determination is made that the change is necessary and the employee shall be so informed. Nothing in this article precludes the Employer's right to change schedules as required by mission, emergency situations, or costs would be substantially increased.

Section 22.03 Work Shifts

The work shifts are as follows:

Days: 0600-1800 hours

Nights: 1800-0600 hours

Manning of these shifts shall be determined in accordance with Article 21, Section 21.01

Section 22.04 Notice of Shift Change

On any shift change of a bargaining unit employee, the Employer will notify the employee with as much advance notice as possible.. Nothing in this article precludes the Employer's right to change shifts as required by mission, emergency situations, or costs would be substantially increased.

Section 22.05 Meal Breaks

Employees' meal periods are part of their regular tour of duty. Meal periods will continue to be scheduled by supervisors. During the meal period, an employee remains on duty and is subject to recall.

Section 22.06 Trading of Time

a. It is mutually agreed that the practice of "trading of time" between bargaining unit employees will be permitted, providing that the following conditions are met:

- (1) The trading time is done "voluntarily" by unit employees on the same platoon.

- (2) A record of all trading time is maintained and approved by the employer.
- (3) Individuals will be responsible for the duty assignment of the individual that they are “trading” places with, i.e. Gate assignments, AMWC etc.
- (4) Exchanges will be between employees of equal grades.
- (5) The trading of time between employees must occur within the same pay period. This includes both the giving and receiving of time for both parties.
- (6) Exchanges will be accomplished between bargaining unit employees on a one for one basis with the relieving employee assuming the duties and responsibilities of the relieved employee.

b. Bargaining unit employees found abusing the provision of this section will lose the privilege of participating in this program for thirty (30) days. Employees may be required to provide justification for absence at the discretion of management. The parties agree that the provisions of this section are not covered under the negotiated grievance procedure.

c. Employees who wish to trade time will submit written request to the appropriate shift supervisor. The request will specify the exact date(s) and times to be traded. The supervisor will approve/disapprove the request and maintain a record of all time traded.

d. Any bargaining unit employee failing to pay back the time, for any reason, shall lose the privilege of trading time for thirty (30) days from the date of the incident. The parties agree that this penalty will not be grieved and the Employer will assign the proper duty/non-duty status.

22.07 Overtime

.01 All hours worked in excess of eighty (80) hours a pay period shall be considered overtime and shall be paid in compliance with law, regulation and the negotiated agreement between the parties.

.02 The Employers reserves the right to schedule overtime work as required. Except in an emergency, the employer will attempt to distribute overtime among all employees who have the qualifications and skills necessary to perform the overtime work. In assigning overtime work the Employer will first seek volunteers from the off-duty shift. If more volunteers respond then are needed for the overtime assignment, the more senior employee will be given the assignment on a rotating basis in accordance with Article 21, section 21.01. In the event that the overtime assignment cannot be filled with volunteers, the employer may assign work to employees in the unit. Such assignments shall be made on a rotating basis in reverse order of seniority.

22.08. Open Season to Change Shifts

Open season for changing shifts or platoons will occur on two (2) occasions.

(1) When a new recruit (employee) is to be assigned to a platoon available slot will be opened for bid across the department. The most senior individual, base on pre-established guidelines, requesting reassignment into this available opening will be placed in this position and the new employee will be assigned into the position vacated by the moving employee.

(2) Shift changes will be considered, in compliance with Departmental needs, when two individuals on different platoons mutually agree to change positions. This request should be made based on some emergent need or emergency situation and will not be unreasonably denied.

22.09. Pre- and Post-Shift:

Assigned pre and post shift pay will consist of fifteen (15) minutes prior to the start of the individuals assigned work day and fifteen (15) minutes post. The purpose of this time is to afford the individual the time to change clothes, sign out weapons, receive a daily briefing (roll call/guard mount), and relieve static post and to respond to duty assignment.

22.10 Call Back Procedure

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

Section 22.11 Current Addresses and Phone Numbers

All employees will provide the Employer with current home telephone numbers and addresses for emergencies. Employees are required to provide the Employer with new or changed information within 14 calendar days of changes to home telephone and/or address. Employees are required also to provide accurate home telephone and address information for emergency purposes.

ARTICLE 23

HOLIDAYS

Section 23.01 Legal Holidays

The parties agree that, as a condition of employment, employees are expected to report for work on holidays with the exception of holidays which are designated as regular days off or if leave is granted. These holidays currently include:

New Year's Day

Birthday of Martin Luther King, Jr.
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 23.02 Holiday Pay

Employees in the unit shall be paid on the basis of eight (8) hours pay at their regular straight time hourly rate of pay for the above holidays on which no work is performed. Employees in the unit who are required to work on a holiday, shall be paid at the rate of one and a half (1 ½) hours for every one (1) hour worked.

Section 23.03 Saturdays, Sundays and RDO's

If a holiday falls on a Saturday, Sunday or an employee's regular day off (RDO), the holiday will be paid on the preceding or proceeding day of work.

Section 23.04 Vacations

When an observed holiday falls during an employee's vacation, that day shall not count as one of the vacation days allowed.

ARTICLE 24
SUNDAY PREMIUM PAY/SHIFT DIFFERENTIAL

Section 24.01 Eligibility

An employee whose regular work schedule includes a 12 hour period of service which is not overtime work, a part of which is on Sunday, is entitled to an additional pay at the rate of 25 percent of his hourly rate of basic pay.

Section 24.02 Night Differential

An employee whose regular work schedule is between the hours of 6 p.m. - 6 a.m. is entitled to an additional night differential at the rate of ten (10) percent of his hourly rate of basic pay.

ARTICLE 25

HAZARDOUS DUTY DIFFERENTIALS

Section 25.01 Policy

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

Section 25.02 Pay Differential

A hazardous duty differential will be paid to employees within the bargaining unit when performing assigned duties and when they are exposed to a hazard of an unusual nature, provided for by appropriate regulation, which could result in significant injury, illness, or death; or if exposed to a physical hardship of an unusual nature under circumstances which cause significant physical discomfort or distress not practically eliminated by protective devices; and who are exposed to a working condition of a nature under circumstances involving exposure to fumes, dust, or noise which cause significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation or conditions which cause abnormal soil of body and clothing, etc., and where such distress or discomfort is not practically eliminated. Payment of such differential must be in accordance with 5 CFR 550.904 and other applicable statutes and regulations.

Section 25.03 Employee Notification

Employees will be notified when assigned work for which hazardous duty pay may be indicated, whenever possible. In the absence of such notification, the employee will assume that such pay is not applicable. However, if at any time during a job assignment an employee believes that the hazardous situation pay may be warranted, the employee will call the matter to the attention of his supervisor as soon as possible. The supervisor will then submit a certificate of exposure authorization to the Director or Public Safety for a pay determination. Unresolved complaints regarding hazardous duty pay will be processed under the grievance procedure in this Agreement.

Section 25.04 Union Examination

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

Section 25.05 Applicable Regulations

Work situations for which hazardous duty/environmental differential pay will be authorized are listed in 5 CFR Part 550, Subpart I, App. A.

Section 25.06 Union Notification

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

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

Section 25.07 List to the Union

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

ARTICLE 26

DETAILS

Section 26.01 Definition

Detail means the temporary full-time or part-time assignment of an employee from his/her regular position to another position, or to undescribed duties, without change in status, grade or compensation. During the period of the detail, the employee remains officially in his/her regular position.

Section 26.02 Notification

The Employer agrees that any employee for whom a known detail is planned will be notified at least one week prior to the beginning of the detail, or as soon as practicable.

Section 26.03 Documentation of Details

Any detail of 30 days or more will be documented by memorandum to the employee with a copy placed in the employee's worksite file. Any detail in excess of 30 days will be reported on a Request for Personnel Action (RPA) and forwarded through established channels for approval. Such request and recommendations will include:

- .01 the beginning date of the detail;
- .02 the reason for the detail;
- .03 the expected duration; and
- .04 the position to be occupied, or a brief description of the duties or work project to which assigned.

Section 26.04 Solicitation of Interest

Should the Employer decide to detail an employee for a period of sixty days or longer to a bargaining unit position which provides experience required for a potential promotion, the Employer may solicit a showing of interest from qualified employees. Interested employees will be ranked in order of department seniority. The Employer may then make its selection from a list of ranked employees.

Section 26.05 Details to Higher Graded Positions/Temporary Promotions

A detail to a higher graded position may be extended through a period of sixty days. If the detailed employee is fully qualified for the higher graded position, the employee will be noncompetitively promoted not to exceed 120 days of detail and temporary promotion time, in accordance with applicable regulations. If the employee detailed to the position is not fully qualified for promotion, the employee may continue in the detail in accordance with applicable regulations.

ARTICLE 27

LEAVE

Section 27.01 Accrual of Leave

Employees will accrue and use leave in accordance with appropriate laws, rules, and as outlined in this article. All leave will be charged in fifteen (15) minute increments and in compliance with law and regulation. The parties recognize the importance of maintaining sufficient staffing to meet the mission and operational requirement of the Employer at all times. Employees are responsible for planning and requesting leave as far in advance as possible to allow time for rescheduling when leave cannot be granted because of mission or operational needs as determined by the Employer.

Section 27.02 Changes in Law

The parties recognize that certain provisions of this article reflect and/or are subject to applicable public law pertaining to leave. Accordingly, if Congress amends the law or appropriate regulations change so as to mandate a change in this Agreement, the parties agree that such changes are binding upon them and will, at the request of either party, meet to agree upon any changes that may be necessary in this article.

Section 27.03 Definitions

The following definitions will be applied to the leave provisions of this Agreement:

.01 Accrued Leave is the leave earned by an employee during the current leave year that is unused at any given time in that leave year.

.02 Accumulated Leave is the unused leave remaining to the credit of an employee at the beginning of a leave year.

.03 Leave Year is the period beginning with the first day of the first complete pay period in a calendar year and ending with the day immediately before the first day of the first complete pay period in the following calendar year.

.04 Absent Without Leave (AWOL) is an absence from duty which has not been authorized and for which leave has been denied. The employee loses pay for the entire period of absence without leave.

.05 Administrative Leave is an approved absence that does not result in a charge to sick or annual leave or in a loss of pay.

.06 Leave Without Pay (LWOP) is a temporary non-pay status and absence from duty that may be granted upon an employee's request. The permissive nature of leave without pay distinguishes it from absence without leave, which is a period of unapproved absence.

.07 Court Leave is an authorized absence of an employee for jury duty without charge to leave or loss of pay, or for attending judicial proceedings in a nonofficial capacity as a witness on behalf of a State or local Government; or for appearing as a witness in a nonofficial capacity on behalf of a private party in connection with any judicial proceeding to which the United States, the District of Columbia, or a State or local Government is a party.

.08 Military Leave is absence from duty without charge to leave or loss of pay for permanent or temporary indefinite employees who are reservists of the Armed Forces or members of the Army or Air National Guard, while they are on active duty or are engaged in field or coast defense training.

.09 Contagious Disease is a disease which is ruled as subject to quarantine, requires isolation of the patient, or requires restriction of movement by the patient for a specified period, as described by the health authorities having jurisdiction or, in the absence thereof, as described in a physician's medical certificate.

.10 Medical Certificate is a written statement signed by a registered practicing physician or other practitioner certifying the reason for the incapacitation, examination, or treatment, or to the period of disability while the patient was receiving professional treatment.

Section 27.04 Leave Abuse

The possibility of leave abuse is generally raised when an employee uses an unusual amount of sick or unscheduled annual leave, or uses leave in an established pattern or under questionable circumstances. The presence of a questionable leave pattern does not in itself establish an abuse of the sick leave privilege. Such a leave pattern may be the result of a legitimate health problem that causes recurring illnesses or necessitates frequent absences for medical, dental or optical treatment. Abuse, therefore, must be determined on a case by case basis. Particular attention should be taken to sick leave used under the following circumstances (the following examples are not inclusive):

.01 Before or after a weekend or holiday;

.02 When the workload is unusually heavy or a very difficult or otherwise undesirable task has been assigned;

.03 When a special public event is scheduled;

.04 Immediately following denial of a day off;

.05 As soon as it is earned;

.06 Frequently for short periods;

.07 Consistently on the same day of the week;

.08 On the day following a payday;

.09 During inclement weather;

.10 When the employee's annual leave balance is low or exhausted.

If leave abuse is suspected, the supervisor may hold a counseling discussion with the employee. The discussion should be conducted in a courteous and tactful manner so as not to offend the conscientious employee whose absences prove to be based upon valid reasons as determined by the supervisor. The interview should be held in private. The counseling interview will enable the supervisor to:

.01 Let the employee know that the supervisor is aware of and concerned about the employee's leave habits.

.02 Ascertain whether or not there is a health problem or unusual physical condition which is contributing to the employee's absenteeism.

.03 Provide individual advice and instruction to the employee concerning the leave regulations and determine if he may have misunderstood them.

.04 Ask the employee what he intends to do about improving his sick leave record.

.05 If necessary, advise the employee against improper leave practices, and remind him of the penalties for abusing the leave regulations.

.06 Annotate the counseling session in the supervisor's employee work folder.

ARTICLE 28

ANNUAL LEAVE

Section 28.01 General

.01 Employees will accrue annual leave at the rate established by Title 5 USC 6303 and in accordance with applicable laws and regulations.

.02 Employees will be given the opportunity to submit prime time annual leave requests by March 31 of each year. "Prime time" leave means any period of forty (40) hours or more of annual leave selected by the employee which normally constitutes a first choice vacation period. Conflicts in leave requests submitted by that date will be resolved on the basis of seniority, subject to the Employer's operational needs. Every effort will be made to afford the opportunity to take two (2) consecutive weeks, or two one-week periods of accrued annual leave each year to employees who request it prior to March 31. Leave requests submitted after that date will be approved based on a first-come, first served basis, subject to availability and the Employer's operational needs.

Section 28.02 Authorized Use of Annual Leave

.01 Except where a leave exigency to the government exists, employees will be authorized the use of all annual leave which they earn within a leave year. If an operational emergency arises which precludes an employee from using appropriately scheduled use-or-lose leave, such leave will be carried over to the next leave year in accordance with governing regulations.

.02 An exigency to the government is either a work emergency or a pressing work situation of such importance as to preclude the use of leave by an employee. Exigencies will be determined in accordance with applicable law, rule or regulation. The Employer will notify the Union when management makes a decision to place the facility in a leave exigency status. This does not preclude the Employer's right to determine such an exigency for individual employees required for specific service.

Section 28.03 Earned Leave Rates

Full-time employees earn annual leave in amounts determined by their total years of creditable Federal service, including applicable creditable military service. In addition, temporary or indefinite appointments may earn leave, depending on the length of the appointment. A full-time employee earns leave during each full biweekly pay period while in a pay status, or while in a combination of pay status and non-pay status.

FULL-TIME TABLE

<u>Hours Earned per Years of Service</u>	<u>Biweekly Pay Period</u>	<u>Days Earned Per Year</u>
Up to 3	4	13
3 to 15	6*	20
15 and over	8	26

* 6 hours each pay period, and 10 hours for the last complete pay period in the calendar year.

Section 28.04 Advanced Annual Leave

Employees serving under a career or career-conditional appointment, and who have been under the Civil Service Retirement Act (CSRA) or the Federal Employee Retirement System (FERS) for 1 year or more, may be advanced the total number of hours of annual leave which they will earn during the leave year, for specific situations as defined by law and regulations.

Section 28.05 Substitution of Annual Leave for Sick Leave

If an employee has no sick leave but does have annual leave, he may request to be placed on annual leave when an illness or injury that is not job-related causes his absence from work.

Section 28.06 Substitution of Sick Leave for Annual Leave

Employees on annual leave who become sick may convert the annual leave to sick leave in accordance with applicable regulations, provided that acceptable medical documentation is provided at the time that the illness/injury occurred which justifies absence from the worksite.

Section 28.07 Forced Leave

Except as authorized by law and regulations, no employee will be forced to take annual leave.

Section 28.08 Reason For Request

Employees will not be required to provide reasons for scheduled annual leave.

Section 28.09 Cancellation of Annual Leave

An employee may cancel annual leave. When an employee cancels scheduled annual leave and returns to duty, he will be assigned to the work shift which he would have worked had the annual leave not been scheduled, unless operational requirements dictate assignment to a different shift. However, the employee must provide notice of this to the supervisor sufficient to provide notice to the substituting employee, so as not to incur additional cost to the Employer or hinder operations.

Section 28.10 Unscheduled Leave (Emergency Leave)

.01 A personal emergency is defined as an event or condition that the employee did not know of when he last left work, and is of such a nature as to justify the employee not reporting for work.

.02 When an unforeseen personal emergency arises which would prevent an employee from reporting for duty, the employee may request unscheduled annual leave. The employee seeking such leave will personally notify and speak directly to a supervisor no later than one hour after the beginning of the employee's tour. Employees will make every reasonable effort to notify the supervisor prior to the beginning of the tour. Notification of more than one hour after at the beginning of the tour will be treated on a case-by-case basis for approval of leave. The employee will inform the supervisor of the reason and the expected period of absence. For periods of less than one hour, notification to the supervisor will be reviewed on a case-by-case basis for approval. The supervisor will decide whether to approve or deny the request and then inform the employee accordingly. When emergency leave is granted upon initial request, the employee recognizes that additional or continuing requests for leave must be made in compliance with procedures stated in applicable laws and regulations.

Section 28.11 Cancellation of Leave by Employer

The Employer may cancel previously approved annual leave and require employees to report for duty for valid operational or emergency reasons. Individual employees who have paid for vacations, airline tickets, hotel accommodations, cruises, etc., and who have made such arrangements at least 30 days in advance will be given additional consideration.

Section 28.12 Limits on Annual Leave Accumulations - 240 Hour Limit

If an employee does not use all the annual leave earned in a given leave year, the unused balance is carried over to the next year and is then available for use along with the additional annual leave the employee earns that year. Through this process an employee can accumulate carried-over leave from year to year up to a maximum of 240 hours. Any unused leave in excess of 240 hours which an employee has at the end of the leave year is forfeited, unless the employee requests restoration, and the request meets the requirements for restoration in accordance with government regulations.

ARTICLE 29

SICK LEAVE

Section 29.01 General

An employee will earn sick leave in accordance with applicable law and regulations.

Section 29.02 Granting of Sick Leave

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

- .01 Receives medical, dental or optical examination or treatment;
- .02 Is incapacitated for the performance of duties by documented physical or mental illness, injury, pregnancy, or childbirth;
- .03 Provides care for a family member, as defined in 5 C.F.R. §630.201, who is incapacitated as the result of physical or mental illness, injury, pregnancy, childbirth, or medical, dental or optical examination or treatment;
- .04 Provides for care of a family member with a serious health condition as defined in 5 CFR 630.1202.
- .05 Makes arrangements necessitated by the death of a family member or attends the funeral of a family member as defined by statute;
- .06 Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his presence on the job because of exposure to a communicable disease;
- .07 Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel and any other activities necessary to allow the adoption to proceed.

Section 29.03 Requesting Sick Leave

.01 Employees who do not report for duty at the beginning of their tour of duty and wish to request sick leave, must contact a shift supervisor no later than one (1) hour before the start of their tour of duty on each day of the absence and state the expected period of absence. For periods of less than one hour, notification to the supervisor will be reviewed on a case-by-case basis. An employee incapacitated and unable to physically speak to a supervisor will have a family member call, identify him or herself, and report the employee's situation to the supervisor as soon as possible.

.02 An employee who does not personally contact a supervisor or have someone call on his behalf will be reported as absent without leave (AWOL). If the absence is later excused because the circumstances surrounding the absence are such that the absence would have been approved, the charge to absence without leave (AWOL) may be changed to the appropriate approved leave account. This approval will be subject to appropriate medical or other documentation deemed necessary by management.

.03 Whenever an employee's request for sick leave is disapproved, he will be given a written reason, if requested.

Section 29.04 Certification

A medical certificate of incapacitation will be required in order to approve a request for sick leave of more than three (3) consecutive workdays, or for a lesser period of time when the agency determines it is necessary. This medical certificate will be provided upon the employee's return to duty.

Section 29.05 Contents of the Medical Certificate

The contents of a medical certificate will provide the medical practitioner's name, address and telephone number. The certificate will also state the general reason for the absence, the date(s) of incapacitation, whether the employee was seen personally by the practitioner, and that the employee was incapacitated for duty. The certificate will bear the signature of the medical practitioner.

Section 29.06 Application for Sick Leave

.01 An employee will file an Application for Leave, Office of Personnel Management (OPM) Form 71, by the end of his first working day after returning to duty from each period of sick leave. The OPM Form 71 must provide a statement on the general nature of the illness or a medical certificate that supports the use of sick leave under one of the reasons in section 29.02 of this article. A blank OPM Form 71 will be made readily available to employees. The information furnished on the OPM Form 71 will be regarded as confidential.

.02 An employee who, because of illness, is released from duty will not be required to furnish a medical certificate for that day. Further requests and documentation for sick leave will be in accordance with the applicable provisions of this article.

Section 29.07 Medical Appointments

Use of sick leave for medical, dental, or optical treatment or examination should be requested and approved in advance of the medical appointment, whenever possible. Employees are encouraged to schedule these appointments during non-duty hours when possible.

Section 29.08 Sick Leave Charges

The minimum charge to sick leave is fifteen (15) minutes. Additional sick leave is charged in multiples of fifteen (15) minutes.

Section 29.09 Sick Leave Charges for Visits to Occupational Health

.01 Not Related to an On-the-Job Injury: An employee who becomes ill while at work, or otherwise wishes to use the services of the installation occupational health office, must first obtain supervisory approval to leave the worksite. The first such visit in any day shall be charged to administrative leave, provided the employee is back to work after one (1) hour. Multiple visits on the same day and/or any time in excess of one (1) hour, or time lost from work after being sent home by the occupational health office, will be charged to sick leave. A medical certificate will not be required to substantiate sick leave for the day on which occupational health recommended that the employee be sent home. The sick leave for that day will be considered as medically certified by the occupational health office. However, upon the employee's return to work, he will provide a note to the supervisor from occupational health that shows that the employee was released from duty for that day.

.02 Related to an On-the-Job Injury: An employee injured while at work should first inform his supervisor. The employee will then be referred to the occupational health clinic or an equivalent off-site facility. The first partial day of disability caused by an employee's being injured on the job will be charged as "LU", Date of Traumatic Injury, on the employee's time and attendance sheet. This partial day is not charged to the employee's 45 days of COP under OWCP.

Section 29.10 Advanced Sick Leave

.01 A maximum of 240 hours of sick leave may be advanced to an employee only in the event of serious and incapacitating illness, disability or injury, in compliance with applicable law.

.02 Requests must be submitted in writing and should be made as far in advance as possible. Before advanced sick leave requests may be considered, the following minimum requirements must be met:

.1 The employee's past record of sick leave use must justify approval. This means that the employee must not have been on sick leave restriction during the previous 12 months and/or the employee must not have received corrective action concerning their usage of sick leave during the previous 12 months. However, if during the corrective action period the employee has

demonstrated improved conduct in his use of sick leave, the leave advancement may be approved by the appropriate management official.

.2 The written application for leave must be accompanied by an acceptable medical certificate which indicates, at a minimum, the nature of the illness or injury, the extent of incapacitation, and a date when the employee is expected to return to duty;

.3 The employee's medical condition and total employment record must be such that the Employer can reasonably expect the employee to return to work for a long enough period to repay the advancement of sick leave;

.4 The absence from duty must be for a least 5 consecutive workdays.

.03 Normally, advanced sick leave is repaid by crediting sick leave the employee earns upon his return to work until an amount equivalent to the advanced leave has been credited.

Section 29.11 Transfer of Sick Leave Balance From Another Agency

Sick leave will be transferred from another Agency in accordance with applicable regulations.

Section 29.12 Transportation to Medical Facility

When an employee becomes seriously ill or injured at work, the Employer will arrange for transportation to a physician, medical facility or other appropriately designated location in accordance with established emergency medical procedures. If requested by the employee, or if the employee is unable to request, the Employer will notify the employee's family or designated party of the occurrence and location of the employee. The Employer must complete the Emergency Notification Certificate for the department records, and bear the responsibility for the currency of such certificate.

Section 29.13 Employer to Assist with Filings

When an employee is unable to do so because of serious injury, incapacitation or illness, the Employer will make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.

ARTICLE 30

LEAVE FOR MATERNITY REASONS

Section 30.01 General

.01 Pregnancy is a condition which normally requires the employee to be away from the job because of incapacitation. As a means of accommodating this temporary incapacitation, upon the employee's request and proper medical certification, appropriate leave shall be granted. However, it should be recognized that there is no separate "maternity leave" as a type of leave.

.02 Leave for maternity reasons may consist of annual leave, sick leave, and leave without pay. An absence because of pregnancy and confinement shall be treated like any other medically certified temporary absence. Sick leave may be advanced under usual guidelines for granting such leave.

.03 After delivery and recuperation, the employee may be granted sick leave, annual leave or leave without pay for a period of time to make arrangements for the care of the child, with appropriate medical documentation. All leave requested and approved will be in accordance with applicable laws and regulations.

.04 An employee should notify her supervisor as soon as she knows that she will require leave for maternity reasons. This will allow steps to be taken to protect her health on the job, and permit the supervisor to plan for taking care of her work when she is absent.

.05 A male employee may request sick leave, annual leave or leave without pay as appropriate, and in accordance with the procedures and requirements of applicable laws, regulations and this article, for purposes of assisting or caring for minor children or the mother of the newborn child while she is incapacitated for maternity reasons.

Section 30.02 Procedures

.01 The employee will provide the supervisor with a medical certificate in advance of the anticipated absence. This certificate must indicate the estimated date of delivery, and the dates recommended by her physician to begin and terminate the leave.

.02 An employee will not be permitted to work after the date recommended to begin her maternity leave, nor return to work prior to the recommended date, without revised medical certification.

Section 30.03 Benefits to Accrue

During the period of leave under this article, retirement, time-in-grade coverage, health benefits and life insurance will continue to the extent permitted by applicable laws and regulations.

ARTICLE 31

FAMILY LEAVE ACT

Section 31.01 General

Employees may be granted family medical leave in accordance with the provisions and the procedures of applicable laws and regulations.

ARTICLE 32

MILITARY LEAVE

Section 32.01 Coverage

Employees may be granted military leave in accordance with the provisions and procedures of applicable laws and regulations.

ARTICLE 33

EXCUSED AND OTHER ABSENCES

Section 33.01 General

Appropriate leave or excused absence will be granted to employees in accordance with the following provisions of this article.

Section 33.02 Voting

As a general rule, an employee is not entitled to any excused time if the polls are open three hours either before or after his/her working hours. If the polls are not open at least three hours before or after, the supervisor will grant sufficient time to vote in order to permit the employee to report for work three hours after the polls are open or leave work three hours before the polls close, whichever requires the lesser amount of time off.

Section 33.03 Blood Donation

An employee who donates blood at the installation may be allowed up to 2 hours to leave the worksite, give blood and return to the worksite. However, Management may approve additional time for the employee to recuperate in the installation medical unit.

Section 33.04 Work-Related Absences

.01 An employee whose name appears on the Fort Dix Merit Promotion Program referral will be granted duty time (if on duty) to be interviewed by the selecting official, if necessary.

.02 Supervisors may grant a reasonable amount of time to employees for authorized visits to the Civilian Personnel Advisory Center. Visits will be in accordance with appropriate mission requirements.

.03 Administrative leave may be granted to an employee who takes a physical or psychological examination administered by the Employer during his/her regularly scheduled tour of duty.

.04 Normally, up to ten (10) minutes of excused time may be approved for an employee to make or receive an emergency telephone call. When emergency calls are received, all supervisors will insure that employees who are present at their work station are located and promptly called to the telephone. When the employee cannot be promptly located to receive the call, the message should be relayed as soon as possible.

Section 33.05 Military Funerals

Military funeral leave may be granted in accordance with applicable laws and regulations.

Section 33.06 Funerals of Federal Law Enforcement Officers

The Employer will allow the Union President or his/her designee to attend the funeral of a law enforcement officer employed by the Federal government who was killed in the line of duty. Costs to attend such funerals will be the responsibility of the Union.

Section 33.07 Assigned Activities

A supervisor may approve a reasonable amount of time, depending on work needs, for an employee to be absent from the worksite when he has been assigned to participate in a function or responsibility sanctioned by the Employer.

ARTICLE 34

COURT LEAVE

Section 34.01 Coverage

Employees may be granted court leave to serve on a jury or to serve as a witness, in accordance with the statute and regulations. An employee already on leave without pay, although otherwise eligible, may not be granted court leave.

Section 34.02 Witness Service

When an employee is summoned or assigned by the agency to testify in his or her official capacity or to produce official records at a judicial proceeding, he or she is in an official duty status, as distinguished from a leave status, and the absence will be charged as duty status.

Section 34.03 Witness Service - Non-official Capacity

.01 When an employee is summoned as a witness in a nonofficial capacity on behalf of a private party in connection with any judicial proceeding to which the United States, or a State or local Government is a party, the absence shall be charged as court leave. The employee may not, however, retain court fees. The summons or evidence of attendance at court must clearly show that the United States, or a State or local Government, is a party to the judicial proceeding.

.02 An employee is not entitled to court leave if he or she is a party in opposition to the United States, or a State or local Government in a judicial proceeding.

.03 Where an employee is a defendant in a judicial proceeding that arose from the performance of the employee's official duties and where the United States is tendering a defense on behalf of such employee, the employee will be in a duty status for time spent in the proceeding.

Section 34.04 Witness Service - Nonofficial Capacity - Private Party

Employees serving as witnesses in a nonofficial capacity on behalf of private parties in connection with a judicial proceeding to which the United States, or a State or local Government is not a party, may request that their absence be charged annual leave, or LWOP.

Section 34.05 Duration of Court Leave

Eligible employees properly summoned for witness service or for jury duty are entitled to court leave for that period of time during their regular working hours while actually under the jurisdiction and control of the court. Employees are required to return to work whenever they are excused by the court.

Section 34.06 Procedures

.01 Employees will submit their summons to appear at court, supportive court order, or subpoena, upon receiving such a court document, to their supervisor.

02 Employees will submit written evidence of their attendance at court to their supervisor immediately upon their return to duty.

Section 34.07 Night Shift Employees

Night shift employees may be granted court leave either the night before or the night after their service in court. As with all other employees, night shift employees may not be excused on court leave for more work shifts than the number of days they actually serve in court, as indicated by the required evidence of attendance.

Section 34.08 Court Fees

Generally, fees received for jury duty or witness service on a non-work day, a holiday or while in a leave without pay status may be retained by the employee. Employees may retain any mileage and/or subsistence allowance received. However, employees are not entitled to keep any fees paid by the court to serve as a witness or juror, during regular duty hours. Such fees must be forwarded to the Employer.

Section 34.09 Premium Pay/Differentials

If the employee's regularly scheduled tour of duty for the period covered by court leave includes any premium pay, differentials or holiday, the employee is entitled to all premium pay, differentials, and holiday pay as if the time was worked.

ARTICLE 35

LEAVE WITHOUT PAY

Section 35.01 General

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

Section 35.02 Submission

Where an employee knows in advance that LWOP must be requested, requests for LWOP will be submitted in writing on OPM Form 71, allowing sufficient time for decision prior to its requested starting date.

Section 35.03 Request of Employee

At no time will an employee's supervisor or leave official place the employee on LWOP without first obtaining a request from the employee. This does not pertain to those situations where, due to the absence of paid leave, an employee's time off converts automatically to a LWOP status.

ARTICLE 36

ABSENT WITHOUT OFFICIAL LEAVE/ENFORCED LEAVE

Section 36.01 General

To support a charge of AWOL, the Employer must show that the employee was absent and that either the absence was not authorized, a request for leave was properly denied, or leave was not properly requested. The parties recognize that a charge of AWOL is discretionary with the leave approving official.

Section 36.02 Enforced Leave

Supervisors will only place employees in an enforced leave status when warranted and only in accordance with applicable statutes and regulations.

ARTICLE 37

TARDINESS

Section 37.01 Recognition

.01 The parties agree that employees will report for work promptly at the time and place required. It is further recognized that situations may arise which are out of the control of the employee that prevent the employee from reporting for duty at their scheduled time and place.

.02 It is also recognized that the Employer has discretionary authority to determine when it is appropriate to grant a reasonable amount of leave or excused absence to employees who are unavoidably delayed in arriving for work. That determination is solely management's, and is in compliance with the articles on leave and hours of work.

Section 37.02 Discipline

This section is not intended to interfere with management's right to discipline.

ARTICLE 38

ABSENCES DURING HAZARDOUS GEOLOGICAL/WEATHER CONDITIONS

Section 38.01 General

Given the nature of law enforcement responsibilities, all bargaining unit employees are designated as essential personnel. Thus, employees are expected to make all reasonable efforts to report for work during hazardous geological/weather conditions. Employees who are unable to report for duty will notify the Employer as soon as possible. Employees who are unable to report for duty may be granted authorized leave. Decisions as to “reasonable effort to report for work” will be determined by management.

Section 38.02 Employee(s) Assigned During Adverse Weather Conditions

During times of adverse weather, when the installation is officially closed, and an employee must remain on duty to ensure the proper manning and security of the installation, the Employer will provide the employee with lodging for the duration of the emergency which requires his/ her presence on duty.

Section 38.03 Factors for Consideration

In making the determination to release employees from duty, the Employer may consider concerns of the employee, distance from home, transportation requirements, reduced staffing, mission requirements, or any other factor relevant to the decision process.

Section 38.04 Employees on Prior Leave

Employees who are on leave approved before a closure will be granted excused absence in accordance with established regulations and policy. This provision does not apply to employees on leave without pay, military leave, on suspension, or in another non-pay status on the day before or after the closure.

ARTICLE 39

SAFE WORKING CONDITIONS AND ENVIRONMENTAL HEALTH PROTECTION

Section 39.01 Maintenance of Safe Working Conditions

It is recognized that each employee has a primary responsibility for his own safety and an obligation to observe safety rules and practices as a measure of protection for the employee and others. As a result, the Employer, in partnership with the Union, will work toward a safe and healthy environment. The parties' Joint Labor-Management Committee will address and discuss all issues of safety.

Section 39.02 Protective Equipment

Protective equipment and safety devices that the Employer requires employees to use or wear will be provided to the employees at no cost. The final decision regarding issues of necessary equipment and clothing will be the Employer's. In the event of equipment failure at the checkpoints, the Employer will ensure replacement of the items in an expeditious manner. One replacement chair will be retained on stand-by for immediate use.

Section 39.03 Conformance With Safety Standards

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

Section 39.04 Employees Not Necessary

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

Section 39.05 Unsafe Equipment

.01 Employees who are required to operate equipment they believe to be unsafe and faulty may report to his immediate supervisor that an assignment will endanger the employee's health and/or is unsafe, at which time the supervisor will investigate and determine the validity of the allegation. Should the supervisor determine that the assignment can be performed safely, the supervisor will so inform the employee(s) and the work will proceed recognizing that the supervisor has full responsibility for the safety aspects of the job.

.02 If the supervisor has any doubt as to the safety of the work situation, the supervisor will request the assistance of the Safety Officer, Director of Public Safety (DPS), who will inspect the

job site along with the supervisor to ensure that it is safe before requiring the employee(s) to perform the work. If the employee has a serious doubt that an unsafe condition continues to exist subsequent to the determination made by the supervisor, the matter may be referred to the Chief Steward or designee, and the Shift Commander, both of whom will confer with the Safety Officer, DPS, and the Director, DPS, for resolution.

Section 39.06 Prevention of Accidents

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

Section 39.07 Individual Examinations - Request

The Employer will periodically examine individual employees, upon request, for effects upon them of any poisonous or toxic agents. These requests may be in addition to the mandatory, yearly physicals.

Section 39.08 OSHA Blood-Borne Pathogens

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

Section 39.09 Employee Exposure

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

Section 39.10 HIV/Hepatitis Awareness

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

Section 39.11 X-Ray Machines/Magnetometers

Every bargaining unit employee working in the vicinity of x-ray machines and magnetometers will be issued radiation badges. The Employer will provide appropriate exposure warning indicators for employees who work at or near X-Ray and Magnetometers machines. The Employer will test and inspect each X-ray machine and magnetometer annually to confirm that the equipment is:

- .01 properly installed and grounded;
- .02 that radiation emissions are within acceptable OSHA standards; and

.03 the clarity, brightness and contrast of images as well as the screen adjustability are functioning properly.

Whenever X-ray equipment is moved from one location to another, testing and inspection in accordance with this section will be initiated.

Section 39.12 Installation Police Vehicles

The Employer agrees that all motor vehicles will comply with Federal safety standards. The operators of such vehicles will be trained and properly qualified drivers. Employees are required to maintain a valid state driver's license, and to immediately report any loss of such license to their immediate supervisor. Employees are required to attend and pass the Defensive Driving course as required or directed by management. Employees are responsible for reporting all safety related deficiencies in assigned vehicles to their supervisors.

Section 39.13 Motor Vehicle Accidents

Employees involved in a motor vehicle accident while on duty will promptly notify the Employer. When an on-duty motor vehicle accident occurs outside the Installation property and is investigated by a police agency other than the Employer, the employee, when able, will attempt to obtain the following information:

.01 Police accident report case number;

.02 Name, address, telephone number, driver's license number, class of license, vehicle insurance information, and whether any injuries have been sustained and the possible extent of those injuries of all parties involved;

.03 Whether any injured person was removed by ambulance/paramedics, the ambulance company or paramedic unit, and the hospital to which any occupant of the vehicle was taken;

.04 Whether an arrest was made; whether any traffic citation was issued, the alleged violation and return date in court;

.05 Where the vehicle(s) were towed; and

.06 Polaroid pictures of the damage to the vehicles, if possible.

Section 39.14 Delivery of Documents

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

ARTICLE 40

INJURY COMPENSATION

Section 40.01 Authority

Agency Regulation, Benefits Under Federal Employees' Compensation Act (FECA), governs the authority for compensation benefits for an employee suffering a traumatic injury in the performance of his/her official duties. The program is administered by the Office of Workers' Compensation Program (OWCP), U.S. Department of Labor.

Section 40.02 Procedures for Reporting/Submitting a Claim

When requested, an employee will be advised of his/her right to file a claim for benefits under the Federal Employee's Compensation Act and of the procedures for filing such a claim.

Section 40.03 Union Representative

The Union may designate one (1) representative to work together with the Employer in assisting employees with claims or claim related problems.

Section 40.04 Obligations of the Employee and the Employer

An employee, or someone acting on the employee's behalf, who submits a Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, Department of Labor Form CA- I (Rev. Jan 1997) will do so as soon as possible, but no later than thirty (30) days after the injury. The Employer will furnish the employee a Receipt of Notice of Injury. The Employer recognizes its responsibility and accountability to properly and timely submit forms and documentation to the OWCP.

ARTICLE 41

TEMPORARILY DISABLED EMPLOYEES

Section 41.01 Request for Limited Duty

An employee recuperating from an illness or injury, who is temporarily medically or physically unable to perform the duties of his or her position, may request to be assigned other duties to the extent such duties are available. The Employer ultimately decides whether light duty work is available.

Section 41.02 Promotional Opportunities

An employee will continue to be considered for promotional opportunities for which he or she applied and is otherwise qualified. The employee is still required to take and pass any necessary physical requirement within a reasonable period of time prior to assuming the new position.

Section 41.03 Entitlements Not Changed

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

Section 41.04 Employee Returning to Duty

An employee returning to duty after an injury or prolonged illness will be required to secure medical clearance through the Employer's Occupational Health Clinic.

ARTICLE 42

ACQUIRED IMMUNE DEFICIENCY SYNDROME

Section 42.01 General

.01 Employees infected by the Human Immunodeficiency Virus (HIV), or with Acquired Immune Deficiency Syndrome (AIDS), will be allowed to work free from discrimination on the basis of their medical condition.

.02 Under the provisions of 29 CFR 1613.704, qualified handicapped bargaining unit employees will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended.

Section 42.02 Employee's Responsibility

It is the employee's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Employer to reasonably accommodate the employee, if possible.

Section 42.03 Confidentiality

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

Section 42.04 Request for Other Duties

Bargaining unit employees with AIDS or HIV positive who are temporarily unable to perform active police duties due to related medical or physical conditions may be considered for other police related duties if available and if the employee requests consideration.

ARTICLE 43

EDUCATIONAL REIMBURSEMENT

33.01 General

Reimbursement for educational courses that have a direct relationship to the tasks performed by bargaining unit members will be considered by the Employer in accordance with statute and regulation. Prior approval by the Employer for the requested education is a prerequisite for consideration. Failure to obtain prior approval may result in non-reimbursement.

33.02 Applying for Reimbursement

All requests for tuition assistance will be considered on a case-by-case basis. All employees will contact the employer at a minimum of thirty (30) days prior to the course starting to request educational reimbursement. The Employee will provide the course description. The Employer will provide a written response within seven (7) calendar days either approving or denying the request. If the request is denied the reason for the denial will be explained in the written response. All decisions on tuition assistance are the purview of the Employer and are not grievable under this contract.

ARTICLE 44

OUTSIDE EMPLOYMENT

Section 44.01 General

The parties recognize that certain outside employment opportunities present an inherent conflict because of the requirements and nature of law enforcement. However, the parties agree that the right to work at any lawful occupation which does not present a conflict between the employee's obligations as a law enforcement officer and the outside occupation will not be restricted. When a bargaining unit member wishes to engage in outside employment, he will do so in accordance with applicable statutes, and will report such employment to the Director of Public safety through his supervisory command.

Section 44.02 Decline In Work Performance

.01 There will be no restriction as to the number of hours an employee may work in outside employment, so long as the hours do not adversely impact on the Employer. Where there is objective evidence that an employee's work performance is suffering or has declined because of engagement in outside employment activities, the Employer will meet with the employee and, if requested by the employee, his representative, to discuss the Employer's concerns. If work performance continues to decline, the Employer may take such action as is warranted concerning the employee's employment with the department.

.02 Employees must refrain from any private business, professional activity or from having direct or indirect financial interest which would place them in a position where there is a conflict between their private interests and the public interests of the United States Government, particularly those related to their duties and responsibilities as Federal government personnel. Even though a technical conflict may not exist, they must avoid even the appearance of such a conflict from a public confidence point of view.

.03 Additionally, employees may not engage in any private business, professional activity, or financial transaction that involves the direct or indirect use, or the appearance of such use, of inside information gained through a Federal service position. This includes engaging in any teaching, lecturing, or writing that is dependent on information obtained as a result of Federal service employment, unless that information has been published or is available to the public.

Section 44.03 Duties Performed

There will be no policy of requiring the prospective Employer to provide a detailed description of the duties to be performed, the total number of hours involved each week and the gross wage or other remuneration received.

ARTICLE 45
CONTRACTING OUT

Section 45.01 Procedures

The Employer will inform the Union when the Agency exercises its discretion to contract out work, which, as performed by the contractor, could be reasonably expected to impact adversely upon conditions of employment of bargaining unit employees.

Section 45.02 Information to the Union

When the Agency has decided to contract out such work, the Employer will, upon specific request related to a specific contract or contracts, provide to the Union such information pertaining to the contract and the decision as it becomes available.

Section 45.03 Negotiations

The parties agree not to waive the Union's right to impact and implementation bargaining. When a determination has been made that the contracting out of such work has or is expected to have an adverse impact on bargaining unit employees, the Union may request negotiations thereon and negotiations may be held in accordance with this Agreement.

Section 45.04 Limitations

Instructions or directions from contractor personnel to bargaining unit employees will be directed by the employee to the appropriate supervisor.

ARTICLE 46

REDUCTION IN FORCE

Section 46.01 Defined

A reduction-in-force (RIF) is a situation created by the abolishment of one or more permanent or indefinite positions, resulting in the involuntary displacement of employees from their competitive level.

Section 46.02 RIFs Minimized

The Employer agrees to attempt to avoid or minimize a RIF by taking such actions as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition, furloughs and/or by reassignment of qualified surplus employees to vacant positions or any combination thereof.

Section 46.03 Union Notification

Prior to official notification to employees the Union will be informed at the earliest practicable date of a projected RIF. The Union will be informed of the earliest approximate date of the action. The Union will be invited to attend any formal meeting conducted by the Employer to explain the RIF procedure and answer questions.

Section 46.04 No Coercion/Intimidation

The Employer will ensure that prior to and during the RIF, employees will not be coerced or intimidated into resigning.

Section 46.05 No Waiver

The parties agree not to waive the Union's right to impact and implementation bargaining. When a determination has been made that a proposed RIF is expected to have an adverse impact on bargaining unit members, the Union may request negotiations thereon and negotiations may be held in accordance with this Agreement.

Section 46.06 List to the Union

At the end of the RIF, the Employer will provide the Union with a list of bargaining unit vacancies filled during the RIF.

ARTICLE 47

SEVERANCE PAY

Severance pay will be paid in accordance with applicable statutes and regulations.

ARTICLE 48

UNIFORMS AND EQUIPMENT

Section 48.01 Terms and Conditions

This article sets forth the terms and conditions for providing, maintaining and wearing of the police uniform, protective footwear and eyewear for bargaining unit employees. All bargaining unit members will have the right to wear the FOP Standard Member Pin. Other pins or patches must be approved by the Director of Public Safety. Disapprovals are not grievable under this contract. Approval must be obtained prior to the wearing of a new pin or patch.

Section 48.02 Provision of Uniforms

The requirements for the police personnel (GS-083 and 1811) uniform will be in accordance with the provisions of applicable regulations and established guidelines. The Employer will provide bargaining unit employees with a complete set of winter, summer and special ops uniforms in compliance with AR 670-10, Chapter 2. Accordingly, the quarterly clothing allowance will be retained by management to offset the cost of providing and replacing the uniforms to the employee.

Section 48.03 Content of Uniforms Provided

Below listed uniforms shall be maintained:

- .01 Summer Uniform - Four (4) pants
(Class A) - Four (4) short-sleeved shirts
 - Spring weight jacket

- .02 Winter Uniform - Four (4) pants
(Class A) - Four (4) long-sleeved shirts
 - Winter weight coat

- .03 Adverse Weather/Extreme Conditions Uniform (BDU-style)
 - Two (2) pants
 - Two (2) shirts

- .04 Additional Items - Traffic standard raincoat
 - Police style hat
 - Nameplate
 - Provide/sew insignias, flag for shoulder patch
 - Badges
 - Identification cards (credentials)
 - Tie

- Uniform safety shoes/ boots (black)
- Sam Brown waist belt
- Holster
- Weapon
- Protective vest
- Sweater
- Department Baseball Cap

Section 48.04 Replacement of Uniform Items

Uniforms will be replaced upon the employee turning in the worn or failing item and/or at the direction of the supervisor who, after examining the item, determines that the issued uniform item is in need of replacement. The Employer, at the Employer's expense, will replace uniform clothing and/or provided equipment damaged in the performance of official duties.

Section 48.05 Adverse Weather/Extreme Conditions Uniform

The BDU (Class B) uniform will be worn specifically for firing/range training activity, patrol sector 3 duties (range area), at truck gates, during special operations, and in extreme snow or other adverse weather emergency conditions. The Employer retains the right to determine and dictate the uniform of the day, as appropriate. Both types of uniforms – duty and BDU – will remain on-site, in the employee's locker, and will be available at all times to be worn in the event that work assignments or requirements are changed.

Section 48.06 Uniforms for Criminal Investigator Personnel

Criminal Investigator personnel (GS-1811) will be issued a complete set of BDU style uniforms to be worn specifically for use on the firing range/training activity, patrol duties (emergency basis) and during extreme weather or adverse conditions; i.e., heavy snow, weather emergencies and designated special operations. In addition, criminal investigators will be issued one (1) set of Class A and Class B uniform articles for use as directed by the Employer. For patrol duties, the uniform of the day will be followed.

Section 48.07 Appearance

Employees will present themselves in a polished, well-groomed manner. Appearance, to include clothing, will be clean, neat and pressed at all times, reflective of a true professional. Hair will be neatly groomed and its length and bulk will not be excessive or present a ragged, unkempt or extreme appearance.

Section 48.08 Safety Shoes and Safety Glasses

The Employer will supply safety shoes and safety glasses, to include those prescribed by a licensed podiatrist/optometrist, in accordance with these guidelines:

.01 Employees requesting new safety shoes/glasses must bring their request, to include any

medical prescription, to their immediate supervisor. The supervisor will inspect the equipment, in the case of replacement, for wear and tear and validate the need for replacement.

.02 Safety equipment defined above will be purchased by the employer using the Federal IMPAC Credit Card System. Employees will use no other method of payment for such equipment, and may not personally pay for the required safety shoes or glasses.

.03 All employees required to wear the above-specified safety equipment will be permitted to select from the style of available equipment, as long as said equipment meets all safety standards/requirements, and is appropriate for their specific work requirement. Employees will purchase all safety equipment through government-approved vendors only.

.04 Safety equipment shall be replaced anytime that such equipment is determined to be no longer serviceable and/or safe to wear or use. If the Employer has reason to believe that the employee is abusing his safety equipment, the employer will inform the employee of the suspected abuse verbally and/or in writing.

.05 The Employer establishes that the cost for the purchase of safety shoes will not exceed \$125.00 per pair, and the cost for safety glasses will not exceed \$150.00 per pair. Safety shoes will be replaced yearly, if needed and validated by the supervisor, and after two years for safety glasses, under normal use.

ARTICLE 49

FIREARMS RANGE

Section 49.01 Policy

The Employer recognizes that proficiency in the use of a firearm and instruction in the use of deadly force is of the highest priority. The Employer, therefore, encourages employees to use police range facilities on a continuing basis so that proficiency may be maintained.

Section 49.02 Use of Range and Other Areas for Weapons Proficiency

The Employer will attempt to make duty time available at a certified range under the supervision of the Employer's firearms instructors so that employees can develop and maintain proficiency with Employer-issued weapons. The Employer will provide shooting glasses, supply range ammunition and firearms instructors. Employees may be directed to available ranges in Burlington County for this purpose.

Section 49.03 Mandatory Qualification

Mandatory qualification with the duty firearm will occur as required by AR 190-45.

Section 49.04 Failure to Qualify

An employee who fails to qualify will not be issued a weapon until he passes the qualification test.

ARTICLE 50

USE OF FORCE

Section 50.01 Policy

The parties recognize that anytime an employee uses force to effect an arrest or to protect his life or the life of others, the employee may be subject to criminal and/or administrative investigation. AR 190-14 will also apply. As a result, the parties agree that when the use of force results in injury or death:

.01 The scene will be secured.

.02 The Employer will have the officer removed from the scene upon the arrival of additional bargaining unit employees and supervisors.

.03 The Employer agrees to allow the employee the opportunity to speak with a Union representative or attorney prior to giving the Employer any formal statement or submitting to an interview.

.04 The employee will also be afforded the opportunity to speak with a mental health professional if requested.

Section 50.02 Rights Under the Law

Where the employee is a criminal suspect or it is reasonably likely that the employee may be charged with a crime, he shall be afforded all rights under the law.

Section 50.03 No Waiver of Rights

No bargaining unit employee will be ordered to waive any right guaranteed by law, including the right not to incriminate himself.

ARTICLE 51

CRITICAL INCIDENT STRESS PROGRAM

Section 51.01 Establishment of the Program

The Employer and the Union agree to establish a Critical Incident Stress Debriefing (CISD) program which is designed to proactively manage the common disruptive physical, mental and emotional factors than an employee may experience after a critical incident (i.e. accidents/incidents; death of a co-worker; acts of terrorism; exposure to toxic materials; prolonged rescue or recovery operations and natural disasters).

Section 51.02 CISD Committee

The parties will establish a CISD coordinator to develop a CISD Program consistent with the goals set forth in section 51.01.

Section 51.03 Program Framework

The Union may appoint one (1) member who will work with the Director of Public Safety or his designee to address program issues and procedures, as well as to identify and contact appropriate resources within the surrounding communities.

ARTICLE 52

PROCEDURES FOR SUBSTANCE ABUSE TESTING

Section 52.01 Alcohol Use

Reporting for duty under the influence of alcohol, consuming an alcoholic beverage on the job, or unauthorized possession of alcoholic beverages, will be proper cause for administrative action, up to and including termination from employment. Reasonable suspicion of the use of alcohol while on duty will result in a request for a test.

Section 52.02 Security, Privacy and Dignity

Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected in accordance with Department of Health and Human Services (DHHS) Guidelines and Regulations.

Section 52.03 Union Representation

An employee who wishes to have a Union representative present during the urine specimen collection will be permitted to do so, provided a representative is readily available and the collection is not unreasonably delayed. The employee will notify the supervisor of the employee's wish to obtain representation as soon as the employee learns that he/she is to be tested. The representative will be permitted to observe the actions of the collector, but will not interrupt or interfere with the collection process in any manner. The collection process begins when the Employer notes the specific employee information on the Collection and Control Form (CCF) and is completed when the specimen is sealed and the donor signs the certification statement on Copy 2 of the CCF (step 5), signs and dates the certification statement, and provides the requested information on Copy Two of the CCF. The employee will be allowed to confer for a reasonable period of time not to exceed ten (10) minutes prior to the start of the sample collection process and ten (10) minutes immediately after the sample collection process has been completed.

Section 52.04 Employee Unavailability

When an employee selected for random testing is unavailable for testing for legitimate reasons, the supervisor will notify the ASAP manager who will annotate the random test list by indicating the reason for unavailability and will reschedule the employee for unannounced testing.

Section 52.05 Tampering With Sample

Should the collector reasonably believe an employee has tampered, adulterated or substituted his/her sample, the employee will be allowed to have a Union representative present if requested, if it does not result in an unreasonable delay, and if one is not already present at the collection site. The collector will advise the employee and his representative, if present, of his reasons for

suspecting tampering. The collector may then request another sample in accordance with DHHS rules and regulations. Tampering with a sample will be cause for administrative action, up to and including termination from the Federal service.

Section 52.06 Post-Accident Testing

Post-accident testing will be conducted on employees whose work performance at or about the time of an accident may have been a contributing factor to the accident, as provided for in department directives. In general, testing will be conducted following:

- .01 A fatality;
- .02 A serious injury requiring immediate hospitalization; or
- .03 Substantial damage to government property or private property estimated to be in excess of \$10,000.00.

Employees may be excluded from testing only when specific and objective information collected in the course of review of the known facts surrounding an accident shows that the employee's work performance at or about the time of the accident could not have been a contributing factor.

Section 52.07 Reasonable Suspicion Testing

When reasonable suspicion exists that an employee is using illegal drugs, either on or off duty, the Employer may require that an employee submit to drug testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Examples of situations which reasonable suspicion may be based on include, but are not limited to:

- .01 Observable phenomena, such as direct observation of drug use and/or the physical symptoms of being under the influence of a drug;
- .02 A pattern of abnormal conduct or erratic behavior;
- .03 Arrest or conviction for a drug-related offense;
- .04 The identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking of a controlled substance;
- .05 Information provided either by reliable and credible sources or independently corroborated;
or
- .06 Newly discovered evidence that the employee has tampered with a previous drug test.

Section 52.08 Written Reasons

At the time an employee is ordered to submit to drug testing based on reasonable suspicion of illegal drug use or alcohol consumption, he will be given a written statement setting out the precise and detailed statement describing all relevant circumstances which formed the basis for the decision to conduct reasonable suspicion testing. Upon the employee's request, a copy of the written statement will be provided to the Union representative. In the event that a reasonable suspicion test produces a negative result any references to reasonable suspicion including, but not limited to the written statements, will be expunged from all formal and informal files.

Section 52.09 Proper Storage

The Employer will ensure that the Employer's guidelines regarding proper storage, handling, and refrigeration of urine samples prior to testing are followed.

Section 52.10 Positive Test Results

Employees will normally be notified of a positive test results within five (5) working days of receipt of the results by the Medical Review Officer (MRO). Failure to comply with this time frame will not invalidate test results.

Section 52.11 Fair and Equitable Treatment

The Employer will administer the Drug Testing Program in a fair and equitable manner. Employees will not be selected for testing for reasons unrelated to the purposes of the program.

Section 52.12 Notification of Results

Notification of test results will be handled in a confidential manner.

Section 52.13 Quality Control

The Employer will provide the Union a copy of the annual report of the results of the testing of quality control specimens provided to the testing laboratory by the department upon request. In addition, one (1) Union representative will be permitted to accompany officials of the Employer on an inspection of the testing laboratory once a year, if the Employer conducts such an inspection.

Section 52.14 No Sample Provided

Any employee unable to provide a sample will be rescheduled at a subsequent date in the near future for collection of another urine sample. However, in post accident and reasonable suspicion cases, the employee will be retained on duty until a urine sample is provided. However, an employee held over will be entitled to overtime and all other applicable premium pay.

Section 52.15 Voluntary Testing

An employee may request a voluntary drug test in accordance within program guidelines. However, a voluntary test will not excuse an employee from random testing.

Section 52.16 Grievance

An employee may grieve a positive test result if and when the Employer takes formal action against the employee resulting from a positive drug test result.

Section 52.17 Employee Subsequent Test

An employee who wishes to obtain a drug test subsequent to the Employer's random drug test may do so on annual leave. The Employer agrees to attempt to accommodate an employee's request for annual leave to the maximum extent possible on the same day of the test.

Section 52.18 Additional Testing Substances

Any proposed procedures concerning testing for any other substances will be negotiated with the Union prior to implementation as required by law.

Section 52.19 Employee Disclosure

The Employer, in accordance with agency regulations, will not initiate disciplinary action against an employee for drug use if:

- .01 The employee voluntarily identifies him/herself as a user of illegal drugs prior to being identified through other means; and
- .02 Obtains counseling or rehabilitation through an employee assistance program or other approved program; and
- .03 Thereafter refrains from using illegal drugs.

Section 52.20 Subsequent Legislation

In the event any legislation is enacted which affects any provision of this Agreement, the Parties, at the request of the Union, will open that provision for renegotiation.

ARTICLE 53

LAW ENFORCEMENT OFFICERS' RIGHTS UNDER INVESTIGATION

Section 53.01 Status of an Employee Under Investigation

When an allegation is made against an employee or when the Employer or its representative commences an investigation, the Employer may take one of the following actions in reference to the pay status of the employee:

- .01 Continue the employee on duty in the employee's regular assignment;
- .02 Allow the employee to take annual leave or, if the employee has absented himself from the worksite without requesting leave, place the employee in an AWOL status;
- .03 Temporarily assign the employee to duties where he is not a threat to safety, mission, or Government property; or
- .04 Place the employee in a paid, non-duty status for such time as is necessary to effect an indefinite suspension. The notice period for such an action may be shortened, in accordance with 5 CFR 752.404(d)(1), also known as the "crime provision". The employee will then be given an opportunity to reply to the appropriate management official, consistent with governing regulations.

Section 53.02 Administrative Investigation

An administrative investigation will be conducted under the following conditions:

- .01 The Employer will notify the Employee within thirty (30) calendar days of an incident or event, or its' knowledge of an incident or event that they are under investigation. At the time of the notification, the employee will be advised in writing that the purpose of the interview is to investigate possible administrative misconduct. The Employer will also advise the employee of his right to representation. Once advised of this option, the scheduled interview will take place at the appointed time, whether the representative is present or not. No interview will be delayed for more than 48 hours due to the unavailability of a representative.
- .02 An employee who refuses to answer questions during this interview will be told that he does not have the right to refuse and that failure to answer could result in disciplinary action. Any answers based on questioning which takes place following the express threat of removal constitutes coercion which renders any statements elicited inadmissible in criminal proceedings against the employee.

Section 53.03 Hours of Investigation

The investigation interview will be conducted at a reasonable hour, preferably at a time when the employee is on duty unless the seriousness of the investigation is such that immediate action is

required. The investigation interview will take place at the offices of the Employer.

Section 53.04 Head of the Investigation

The employee under investigation will be informed of the name and organization of the investigating officer and all persons present during the investigation interview.

Section 53.05 Name of the Complainant

If administrative action is taken based upon a complaint, the employee under investigation will be informed of the name of all complainants as part of the proposal letter. The employee, upon request, will be provided with a copy of all complaints.

Section 53.06 Reasonable Periods

Interview sessions will be for reasonable periods and will be allow for such personal necessities and rest periods as are reasonably necessary.

Section 53.07 Timeliness of Administrative Investigations and Actions

Administrative investigations will be completed in a timely manner, given the facts of the case. Upon completion of the investigation, the Employer will notify the employee whether administrative action will be taken.

Section 53.08 Investigations/Interrogations Involving Use of Force

All bargaining unit members involved in any use of force may exercise their rights under *Miranda v. Arizona*, 384 U.S. 436 (1966). No member will be required to provide an administrative statement into any use of deadly force or non-deadly force where there has been substantial injury or death until such time as the employee has had an opportunity to speak with an attorney.

Section 53.09 Union Representative Non-Disclosure

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

Section 53.10 Unrelated Arrests

For those instances when the employee has been arrested for an offense unrelated to the performance of his duties for an incident that occurred outside of his normal duty hours, the Employer will not attempt to solicit any statement from the employee pending the resolution of the criminal charges. However, the Employer may implement any of the procedures referred to in section 53.01 of this article.

Section 53.11 Written Complaints

All citizen/employee complaints received against an employee involving a violation of agency policies, rules or regulations, will be submitted or taken down in writing, signed by the citizen, in accordance with Title 18 U.S.C. 1001.

Section 53.12 Disposition of Complaints

Upon the completion of an administrative investigation based on a complaint, the employee will be notified that the complaint was either sustained or not sustained.

Section 53.13 Denial of Allegation

No charge of untruthfulness will be levied against an employee who denies whether he violated a specifically-cited policy or regulation by its policy or regulation number without clarification by the supervisor of the specific alleged offense.

ARTICLE 54

DISCIPLINARY AND ADVERSE ACTIONS

Section 54.01 Coverage

This article covers formal and informal administrative actions, specifically disciplinary actions and adverse actions. These include oral admonishments, letters of counseling and letters of warning, written reprimands, suspensions, involuntary reductions in grade or pay, or removal. Administrative actions taken as a result of reductions in force, furlough, termination of probationary employees, and 5 CFR Part 432 performance-based actions are not covered.

Section 54.02 Definitions

.01 Adverse actions: Suspensions of more than fourteen (14) days, involuntary reduction in grade or pay, furloughs of thirty (30) days or less and removals as defined in Title 5 U.S.C. Chapter 75.

.02 Formal disciplinary actions: Letters of reprimand and suspensions of fourteen (14) days or less.

.03 Informal disciplinary actions: Oral admonishments, letters of counseling and letters of warning.

.04 Proposed notice: Required for all administrative actions involving a potential for loss of pay. These disciplinary/adverse actions use a three-step process: 1) a proposal is issued to the employee which explains the charges and why discipline was appropriate. Then, 2) the employee is afforded an opportunity to reply to the charges. Finally, 3) a decision is rendered. A proposed notice of discipline/adverse action is not grievable under this contract.

Section 54.03 Just Cause/Efficiency of the Service

Disciplinary and adverse actions may not be taken against an employee except for such cause as will promote the efficiency of the Federal service. The Employer may not take disciplinary or adverse action on an employee on the basis of any reason prohibited by 5 U.S.C. 2302. Disciplinary actions must be supported by a preponderance of evidence.

Section 54.04 Development of Facts

All facts pertaining to a disciplinary/adverse action will be developed as promptly as possible. Actions under this article will be promptly initiated after all facts have been made known to the official responsible for taking action. The Employer may decide to delay administrative action pending the conclusion of a criminal or other pending investigation or proceeding.

Section 54.05 Temporary Records

Letters of Counseling, Letters of Warning and Letters of Reprimand are considered temporary records. The supervisor retains a copy of such documents in the employee work folder. Letters of Counseling and Letters of Warning are not included in the employee's Official Personnel Folder (OPF). However, Letters of Reprimand are included in the OPF, but only for a specified period of time, not to exceed two (2) years. The Employer retains the right to determine the length of time that a Letter of Reprimand stays in the OPF. After the first year, the employee or his representative may petition management to withdraw the letter, and such request will not be unreasonably denied. Once removed, Letters of Reprimand cannot be used to support subsequent disciplinary or adverse actions.

Section 54.06 Counseling Discussions

Any employee who receives any letter advising of a violation of Departmental rules of conduct, regulations, work practices or other non- performance or personal matters shall be entitled to representation. The decision to have representation on issues covered by this section remains the employees.

Section 54.07 Harmful Error

Management's action may not be sustained if a harmful error is shown. Harmful error, as defined in 5 CFR 1201.56(c)(3) is an error by the Employer in the application of its procedures that is likely to cause the Employer to reach a conclusion different from the one it would have reached in the absence or cure of the error. The burden is upon the employee to show that the error was harmful; i.e., that it caused substantial harm or prejudice to his rights.

Section 54.08 Grievances and Appeals

An employee against whom an informal disciplinary action is taken may submit a grievance in accordance with the negotiated grievance procedure. An employee against whom an adverse action is taken may appeal that action to any statutory procedure, or the grievance procedure under this Agreement, but not both.

Section 54.09 Right to Review Evidence

An employee against whom a disciplinary or adverse action is proposed under this article will have the right to review all of the information reviewed and/or relied upon by the deciding official to support the action and will be given a copy upon request.

Section 54.10 Official Time

The employee and his/her representative will be granted a reasonable amount of official time, if otherwise in a duty status, in cases involving suspension, involuntary reductions in grade or pay, furloughs of thirty (30) days or less, or removal, in order to review the documentation used to support the proposal for discipline/adverse action and to prepare and present a reply to the

proposed notice. Consideration will be given to extending this time period if requested and necessary.

Section 54.11 Table of Penalties/Progressive Discipline

Employee conduct requiring discipline falls into two categories: 1) behavioral offenses for which progressive discipline aimed at correcting the behavior is appropriate, and 2) offenses relating to violation of regulations or laws for which punitive sanctions are required. Disciplinary action should be taken to either correct employee behavior or to impose punishment necessary to maintain discipline and morale among other employees. The Department of the Army Table of Penalties provides a general guide to supervisors to administer discipline. Appropriate penalties may be derived from this table by comparing the nature and seriousness of the misconduct to those listed, and factoring in the employee's previous history of discipline and other relevant factors.

ARTICLE 55

LAST CHANCE AGREEMENTS

Section 55.01 Opportunity To Sign Agreement

In cases involving removal, the Employer may offer an employee an opportunity to sign a last chance agreement.

Section 55.02 Alleged Conduct

Last chance agreements will only pertain to alleged conduct contained in the Notice of Proposed Removal, and the progressive disciplinary action at hand.

Section 55.03 Union Presence

Prior to offering an employee a last chance agreement, the Union President or designee may be allowed the opportunity to be present at the last chance meeting.

ARTICLE 56

GRIEVANCE PROCEDURE

Section 56.01 Definition

A grievance is defined as any complaint by any unit employee concerning any matter relating to the employment of the employee; by any labor organization concerning any matter relating to the employment of any unit employee; or by an employee, labor organization, or Employer concerning the effect or 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 56.02 Attempt to Resolve Disputes

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

Section 56.03 Exclusions

This procedure will not apply to any issue concerning:

- .01 actions taken against an officer for prohibited political activities;
- .02 retirement, life and health insurance matters;
- .03 any suspension or removal for national security reasons;
- .04 any examination, certification, or appointment;
- .05 the classification of any position which does not result in a reduction in grade or pay;
- .06 the termination from the federal service of a probationary/trial period employee, or of a temporary employee before his expiration date of the appointment;
- .07 an action terminating a temporary promotion and returning the employee to the position from which he was temporarily promoted, or reassigning or demoting him to a different position that is not a lower grade or level than the position from which he was temporarily promoted;
- .08 non-receipt of a quality step increase, performance award or other honorary or monetary

recognition, or non-adoption of a suggestion;

.09 allegations of mismanagement when no personal relief to the employee is appropriate;

.10 a warning or notice of proposed disciplinary or adverse action;

.11 the content of published regulations and policy issued by higher authority;

.12 the return of an employee from an initial appointment as a supervisor or manager to a nonsupervisory or nonmanagerial position for failure to satisfactorily complete the required supervisory probationary period;

.13 Personnel actions voluntarily requested by the employee.

.14 Fair Labor Standards Act (FLSA) status determinations, and pay issues arising under the FLSA.

Section 56.04 Exclusivity of Remedies

In matters relating to equal employment opportunity, prohibited personnel practices, whistleblowing, adverse actions, removal or reduction in grade for unacceptable performance, reduction in grade or pay, reduction in force, and a furlough of thirty days or less, an aggrieved employee will have the option of utilizing this grievance procedure or any other procedure available in law or regulation, but not both. An employee will have exercised that option when a grievance or appeal within a statutory procedure has been filed within the applicable time limits.

Section 56.05 Right to Union Assistance/Representation

.01 An employee is entitled to be assisted by the Union in the presentation of grievances. Any employee covered by this procedure may present a grievance without the assistance of the Union, as long as the Union has been given the opportunity to be present during any settlement discussions. No other individual(s) may serve as the officer's representative in the processing of a grievance under this procedure, unless approved by the Union. The right of individual presentation does not include the right to invoke arbitration, which is reserved to the Union. If an employee wishes to be represented by a non-bargaining unit employee, such representation may be disallowed if:

.01 There is a conflict of interest;

.02 The Employer determines that an employee's release from his official position would give rise to unreasonable cost or whose work assignments preclude his release.

.03 The Union does not approve the designation.

.02 When a bargaining unit employee is represented by the Union, all written correspondence from the Employer related to the grievance will be addressed to the Union president or his

designee. If an employee presents a grievance without Union representation, the correspondence will be addressed to the employee.

.03 If an employee presents a grievance without a Union representative, the Union will be given the opportunity to be present at all meetings concerning the grievance and at the adjustment of grievances. However, the Union will not participate in these meetings.

.04 "Union representative" under this section means an executive board officer, its labor counsel, the chief shop steward, a Union steward or any other individual Union member authorized by the Union to act on its behalf.

Section 56.06 Number of Representatives

Each party may have up to two representatives at each stage of the grievance procedure.

Section 56.07 Circumstances Requiring Waiver of the First Step

In a disciplinary action and/or adverse action case where a decision has been made in response to a notice of proposed disciplinary/adverse action, the grievance may be filed directly at Step 2 of this procedure with the deciding official or designee within fifteen (15) days of the final decision.

Section 56.08 Initiation of Grievance

A grievance must be initiated by the Union, the Employer or the employee within fifteen (15) calendar days of the incident or knowledge of the incident which gave rise to the grievance. Any grievance failing to comply with this time limit will not be presented or considered at a later time except by mutual consent of the parties.

Section 56.09 Minimum Information

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

- .01 The issue or occurrence giving rise to the grievance;
- .02 The provision(s) of this Agreement, law, rule or regulation alleged to have been violated;
- .03 Relevant evidence and information;
- .04 The relief requested; and
- .05 Whether a meeting is requested.

Section 56.10 Steps

.01 STEP 1. An employee/representative will first present the grievance in writing to the employee's immediate supervisor. The immediate supervisor will review the complaint. The supervisor will provide a written response within seven (7) calendar days after the receipt of the grievance.

.02 STEP 2. If the employee and/or his representative is not satisfied with the decision at Step 1, they may seek further consideration of the grievance by submitting the grievance to the Director of Public Safety (DPS) or his designee within fourteen (14) calendar days of the receipt of the answer at Step 1. The DPS or designee will make an inquiry into the facts and provide a written decision within twenty one (21) calendar days of the receipt of the grievance.

.03 STEP 3. If the employee/ or his/her representative are not satisfied with the Step 2 decision they may seek further consideration of the grievance by submitting the grievance to the Installation Commander or his designated representative within fourteen (14) calendar days from the date of receipt of the Step 2 decision. The Commander or his designee will conduct a fact finding inquiry and provide a written decision within thirty (30) calendar days of the receipt of the grievance.

Section 56.11 Invoking Arbitration

If the Employer's decision at Step 3 is unsatisfactory, the Union may invoke arbitration in accordance with this Agreement.

Section 56.12 Grievance Not Advanced

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

Section 56.13 Union Institutional Grievances

Grievances filed by the Union on its own institutional behalf will be initiated at Step 2 and will be filed within thirty (30) calendar days of the event giving rise to the grievance. If the grievance is not resolved to the satisfaction of the Union, the Union may invoke arbitration. This section excludes and does not apply to personal, specific Bargaining Unit member grievance or those filed on behalf of the employee by the Union which should have been filed under the timeframes of Section 56.08. Grievances initiated under this section only, will be filed at Step 2 with the Operations Officer or the Uniformed Services Officer (as appropriate). All other steps and timeframes remain as under Sections 56.10.02 and 56.10.03.

Section 56.14 Employer Grievances

Grievances by the Employer on its own institutional behalf will be submitted in writing to the Union president or designee within thirty (30) days of the event giving rise to the grievance. The Union president or designee and an Employer representative will meet within seven (7) days to discuss the grievance. The Union president or designee will issue a written decision on the grievance within seven (7) days of the meeting described herein. The decision of the Union President will specify that it is the Union's formal decision on the grievance. If the grievance is not resolved to the satisfaction of the Employer, the Employer may invoke arbitration.

Section 56.15 Computation and Application of Time Limits

In computing time periods for Steps 1 and 2 of this article, should the time to either file a grievance or respond to a grievance fall on a weekend or a Federally-recognized government holiday, the deadline date will automatically be extended to the next business day.

Section 56.16 Service of Grievance & Decisions

The parties agree that a grievance will be picked up at the established CPAC mailbox. The grievance will be considered timely when the Union is notified of placement when an email to that effect is forwarded.

ARTICLE 57

ARBITRATION PROCEDURE

Section 57.01 Arbitration

Within twenty (20) calendar days following receipt of a decision at Step 3, the party who initiated the grievance will notify the other party if it intends to submit the matter to arbitration. Within seven (7) days after notification, the moving party will request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within fourteen (14) days from receiving a list of arbitrators, the parties will select an arbitrator. If the panel is unacceptable to either party one additional panel may be requested. If the parties cannot agree upon an arbitrator, they will select one (1) name from the list alternately and then repeat this procedure until only one name remains. The person whose name remains will be selected as the arbitrator. The party striking the first name from the list in each case will be chosen by a coin toss or otherwise as agreed. As an alternative to the above procedures, the parties may mutually agree upon an arbitrator or panel of arbitrators to be used on a rotating basis.

Section 57.02 Scheduling/Official Time/Witnesses

The arbitrator will hear the grievance as promptly as practicable on a date and site mutually agreeable to the parties. The grievant will be given a reasonable amount of official time to present the grievance. All requests to schedule such time will be made by an employee directly to his/her Watch Commander. Employees who are called as witnesses will also be on official time. The Employer agrees to adjust the schedules of witnesses, unless operational requirements prevent, to allow them to appear at the arbitration. Each party will bear the expense of its own witnesses who are not employed by the Employer or who are not located at the duty location where the grievance arose.

Section 57.03 Hearing Procedures

.01 As soon as possible after the selection of the arbitrator, the parties will identify any non-merit-related issues of arbitrability, such as jurisdiction and timeliness, for presentation to the arbitrator in an attempt to have the arbitrator rule on these prior to the hearing, and possibly avoid the necessity of a hearing.

.02 Where no material issues of fact exist, either party may submit in writing a request for a written decision directly to the arbitrator who will be authorized to make findings and conclusions and issue a decision, and an award, if any, without the need for a formal hearing.

.03 If a hearing is warranted, the parties will meet as soon as possible, but not later than ten (10) calendar days before the hearing, in an attempt to stipulate facts and issues in the case for joint submission to the arbitrator. The parties will exchange copies of exhibits, as well as a list of witnesses, that they intend to present. This section will not preclude a

party from introducing rebuttal documents and/or rebuttal witnesses without prior notice.

Section 57.04 Rights of the Parties

The parties will have the right to:

- .01 Appear in person or by representative;
- .02 Examine and cross examine witnesses;
- .03 Introduce into the record relevant evidence;
- .04 A reasonable period prior to the close of the hearing for oral argument. Presentation of a closing argument does not preclude a party from filing a post-hearing brief;
- .05 File a post-hearing brief with the arbitrator. No reply brief may be filed unless requested or approved by the arbitrator;
- .06 Have copies of all documents filed with the arbitrator at any stage of the preceding simultaneously served on the other party; and
- .07 To appear at the hearing on official time.

Section 57.05 Award

- .01 The arbitrator will submit his award to the parties as soon as possible. The award will make findings of fact and conclusions of law setting forth the basis of the decision. The decision of the arbitrator is final and binding except that exceptions may be filed in accordance with Section 57.07.
- .02 If post-hearing briefs are to be filed and the Union representative is an employee of the Employer, a reasonable amount of official time will be granted to prepare the post-hearing brief. The request to schedule such time will be made by an employee directly to his supervisor.

Section 57.06 Expenses/Costs

The arbitrator's fees and expenses will be borne 50% by the Employer and 50% by the Union. If a verbatim transcript of the hearing is made and either party desires a copy of the transcript, the party will bear the expense of the copy or copies they obtain. The parties will inform each other if they request a transcript of the arbitration. The parties share equally the cost of the transcript, if any, supplied to the arbitrator. If, prior to the arbitration hearing or decision, the parties resolve the grievance, any cancellation fee will be borne 50% by the Employer and 50% by the Union. If a party requests arbitration and later withdraws the request for any reason other than resolution, or requests a delay in a

scheduled arbitration, that party will pay the full cost of any cancellation fee and other charges imposed by the arbitrator.

Section 57.07 Exceptions to an Arbitrators Award

The parties retain their rights under 5 U.S.C. §7122 and 7123 and 7702.

Any exceptions to an award must be filed in accordance with the rules and regulations of the Federal Labor Relations Authority (FLRA). The filing of an exception with the FLRA will serve to stay any implementation of the award until the Authority renders a final decision on the matter.

Section 57.08 Expedited Arbitrations

By mutual consent and in cases other than disciplinary/adverse actions, either party may refer a particular grievance to expedited arbitration in lieu of the normal grievance process in this procedure. An arbitrator will be selected as described in section 57.01. The hearing will be conducted as soon as possible and will be informal in nature. There will be no briefs and no official transcripts and the arbitrator will issue a decision as soon as possible, but not later than five (5) days after the official closing of the hearing unless otherwise agreed between the parties.

Section 57.09 Access to Information

.01 In the processing and handling of grievances under this procedure, the Union will have access to such information that is relevant and necessary to the processing of a grievance in accordance with 5 U.S.C. 7114(b)(4) and where disclosure is not prohibited by law. Should the Union make a written request for information it believes is necessary in connection with a pending arbitration the Employer will respond to such a request within two days either providing the requested information, setting forth a schedule for the production of the requested information, or explaining why such information does not fall within the purview of Section 7114(b)(4) of the Statute. The schedule for production will include the name of the document and the specific date when the document will be produced.

.02 In connection with a question of relevance or necessity, the parties will meet in an attempt to resolve the matter. Having met, should the parties still not be able to reach agreement on the production of requested information, they will make a joint request of the Federal Labor Relations Authority for an expedited decision on the information request.

Section 57.10 Attorney Fees

Attorneys' fees may be recovered in connection with grievance arbitration in accordance with the provisions of the Back Pay Act (5 USC 5596).

ARTICLE 58

NO STRIKE - NO LOCKOUT

Section 58.01 Legal Prohibitions

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

Section 58.02 No Lockout

The Employer agrees not to lock out any employee.

ARTICLE 59

PRIVACY OF MEDICAL RECORDS

Section 59.01 Privacy and Security of Medical Records

When the Employer requires that the employee produce medical records from a medical provider concerning any medical condition for which the employee seeks a reasonable accommodation, or when the employee seeks a transitional duty assignment, medical certification from the employee's physician will be submitted to the supervisor and/or the Employer's occupational health specialist. The content of this medical documentation will meet the requirements of 5 CFR 339.104 (a) through (g). If further clarification is required, the employee may obtain that information from his treating physician or furnish the name, address and telephone number of his physician to either his supervisor or the occupational health specialist. The supervisor may request guidance from the occupational health specialist in order to make work assignments, if appropriate.

Section 59.02 No Disclosure

An employee's medical records/information shall not be disclosed beyond those Employer personnel who need to know information in order to make an informed employment decision regarding accommodation or work assignment.

ARTICLE 60

PERFORMANCE AWARDS

Section 60.01 Policy

The Employer may grant a cash, honorary or informal recognition award or may grant a time-off award without charge to leave or loss of pay to an employee for:

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

Section 60.02 Comparison of Job Performance

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

Section 60.03 Lump Sum

A cash award under this article is a lump sum payment and is not basic pay for any purpose. An award is subject to applicable tax rules such as withholding.

Section 60.04 Separated Employees/Heirs

A performance award may be granted to a separated employee or the legal heir(s) or estate of a deceased employee provided that the employee was on the rolls for the rating period. Cash awards may be awarded in compliance with governing regulations.

Section 60.05 Time-Off Awards

Time-off awards (TOA) will be in accordance with 5 U.S.C. §4557, government-wide and agency regulations. Employees may be granted up to 80 hours of time off during a leave year without charge to leave or loss of pay. The maximum amount of time off which may be granted to an employee for any single contribution is 40 hours. A time off award does not convert to a cash payment under any circumstances.

ARTICLE 61

EQUAL EMPLOYMENT OPPORTUNITY

Section 61.01 Policy

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

Section 61.02 Employer Responsibility

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

Section 61.03 Available Information

The Employer will make available to employees written information describing the Equal Employment Opportunity (EEO) complaint process. The names and telephone numbers of EEO counselors will be posted on bulletin boards and kept current.

Section 61.04 Counseling

The responsibility for counseling employees and the formal investigation and adjudication of EEO complaints rests with the Employer. The parties incorporate by reference the requirements set forth in the Rules and Regulations of the Equal Employment Opportunity Commission, Office of Personnel Management, Merit Systems Protection Board and Agency as applicable to this article.

Section 61.05 Appointment of Counselors

When appointing EEO counselors, the Employer will consider nominations from the FOP. The FOP's nominee will be considered with other potential candidates. Appropriate training will be provided those employees selected as counselors. If a person serves as an EEO counselor, that person voluntarily relinquishes his right to represent any discrimination complaint.

ARTICLE 62

CHILD CARE

Section 62.01 General Information

Bargaining unit employees are eligible to use the Child and Youth Services programs to include child care programs. Employees are charged a portion of the true cost of the care via a sliding scale which is based on total family income. Fees are elevated annually by the Installation Commander to insure that they are cost effective both for the families served and the Department of Defense.

ARTICLE 63
ANNUAL PHYSICAL

Section 63.01 General

The physical is an annual event. Overtime will be paid the employee, if required, on a non-duty day and time.

Section 63.02 Further Medical Evaluation

When the employee is required by the attending government physician to have further medical evaluation, management may require the employee, for a limited period of time, to:

.01 Work in a modified light-duty position if permitted by the physician, to include a temporary reassignment to the day shift;

.02 Remain on active duty if permitted by the physician; or

03 Take appropriate leave or leave without pay if permitted by the physician.

Section 63.03 Fitness for Duty Determinations

The parties agree to develop a memorandum of understanding regarding the processes and procedures by which medical determinations concerning fitness for duty are obtained and coordinated between the government's medical officer and the employee's private physician.

ARTICLE 64

COMMITTEES

Section 64.01 General

The Union may have a member on all committees and councils within the exclusive control of the US Army, Fort Dix which have as their principle purpose the consideration of matters effecting working conditions of employment. This does not include deliberative management discussions or other meetings, counsel, committee or event exclusively determined to be of management purpose or intent.

Section 64.02 Attendance at Other Activities

The Union may request of the Employer to be present at meetings, briefings, or other activities not described specifically above. It will remain managements' discretion to approve or disapprove such attendance. Disapproval will not be grievable under this agreement.

ARTICLE 65

PHYSICAL FITNESS

Section 65.01 General

The Employer agrees to outfit and make available a training/fitness room which will include cardiovascular and weight equipment. Employees may utilize this training room at their leisure. For safety reasons only, a video camera will be placed in the training/fitness room to ensure any injury or health related event is captured as soon as possible to facilitate medical assistance is required.

ARTICLE 66

INMATES

Section 66.01 General

Management agrees to follow the Federal Inmate implementation and utilization guidelines outlined in AR 210-35 and the Fort Dix Inmate operations Plan 98-005 ensuring that inmates do not have access to classified information or Arms, Explosives or Ammunition.

ARTICLE 67

DURATION AND EFFECT

Section 67.01 Duration

This Agreement shall become effective 31 days from the date approved by the parties or the date approved by the Agency head in accordance with 5 USC 7114c, as amended, and shall remain in full force and effect for 3 years thereafter.

Section 67.02 Renewal/Renegotiation

This Agreement will be automatically renewed for an additional period of one year unless either party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given no sooner than 90 days but not later than 60 days. Negotiations to amend the Agreement will commence not later than thirty days after receipt of the written request. If negotiations are not completed prior to the expiration date, this Agreement will remain in full force and effect until a new Agreement is reached. Within thirty days after notification and upon request of either party, the parties will enter into and conduct negotiations of ground rules for the purpose of renegotiating a new or modified master Collective Bargaining Agreement.

Section 67.03 Individual Agreements

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

Section 67.04 Changes to the Agreement

Any article in this Agreement may be reopened only by mutual consent. If during the duration of this Agreement a law issued from a higher authority or a decision of a court of competent jurisdiction invalidates, or requires amendment to, any part of this Agreement, the parties agree to meet within a reasonable time to negotiate substance and/or impact and implementation of the mandated change.