

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
UNITED STATES AIR FORCE
87 AIR BASE WING
JOINT BASE MCGUIRE-DIX-LAKEHURST
NEW JERSEY



AND
FRATERNAL ORDER OF POLICE
LODGE NO 168

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PREAMBLE

In accordance with Title VII of the Civil Service Reform Act of 1978, Chapter 71 of Title 5, United States Code, this agreement is entered into, by and between the Commander, 87th Air Base Wing (ABW), Joint Base McGuire Dix Lakehurst and Fraternal Order of Police Lodge # 168 (FOP). Collectively, they are referred to as, “the Parties”. This Agreement and such other supplementary agreements as may be agreed upon hereafter from time to time together shall constitute a Collective Bargaining Agreement (CBA) between the Employer and the Union.

Bargaining Unit Employees, as defined more specifically in Article 1, are non-supervisory GS-0083 Police Officers / Detectives, GS-1810 Investigators or GS-1811 Criminal Investigators assigned to 87th Security Forces Squadron, 87th Air Base Wing, Joint Base McGuire-Dix-Lakehurst, New Jersey. **While these Officers are identified as Department of Defense (DOD) Police Officers; they are Department of Air Force (DAF) civilian employees.** Their authority is derived from that of the 87th ABW Commander and the laws, regulations, and instructions enacted for the governance of the United States Air Force. As directed by the Commander, Police Officers are responsible for the protection of life and property at Joint Base McGuire Dix Lakehurst, New Jersey including property formerly regarded as McGuire Air Force Base, Fort Dix, and Lakehurst Naval Air Station. They are responsible for enforcing the Uniform Code of Military Justice (UCMJ) with respect to offenses committed by military members wherever subject to the jurisdiction of the United States pursuant to 10 U.S.C. 801, *et. seq.* Moreover, when authorized by the Installation Commander, such Officers will maintain the good order and discipline on property owned by the United States, *i.e.*, the property defined as proprietary jurisdiction, by enforcing the laws of the State of New Jersey pursuant to the authority conveyed by New Jersey Title 2A:154-5. Police Officers assigned to the 87th Security Forces Squadron are law enforcement officers for the purpose of New Jersey Title 2A:154-5.

It is the intent and purpose of the parties to protect the public interest, contribute to the accomplishment of the 87th Air Base Wing mission, protect the rights of Employees, and to facilitate and encourage the amicable settlement of complaints and disputes between Bargaining Unit Employees and the Employer. This Agreement sets forth the rights and obligations of Bargaining Unit Employees, the Union, and the Employer.

The Parties have acknowledged their common interests and entered into a Partnership Agreement dated 16 March 2012. In this spirit of partnership, the Parties agree to use their best efforts to enhance the authority of Police Officers, Detectives, and Criminal Investigators at Joint Base McGuire Dix Lakehurst and to ensure that such authority is exercised in a professional and responsible manner so as to protect the public and reflect credit on the United States Air Force. The Parties further agree to embrace the concept of partnership and make it an integral part of this Agreement. **The Parties agree therefore to use the Fraternal Order of Police, New Jersey Labor Council as a vehicle to help reduce conflict between the Parties and realize cooperative solutions to policy issues which challenge the Union and Management alike.** With respect to issues involving specific Employees, the Parties agree to rely whenever possible on cooperative resolutions utilizing Alternate Dispute Resolution (ADR) techniques.

For the purpose of clarity in this Agreement, Bargaining Unit Employees are referred to as “Employees”. 87th Air Base Wing and the 87th Security Forces Squadron are referred to either as the “Employer” or “Management”. Fraternal Order of Police Lodge # 168 is referred to as the “Union”. Further, the term “days”, as used in this Agreement, refers to “calendar days” unless specifically stated to the contrary.

Whenever language in this Agreement refers to specific duties or responsibilities of specific employees, supervisors, or management officials, it is intended only to provide a guide as to how a situation may be handled. Where such references are included, they reflect Management's desire to foster accountability for critical processes and reduce the potential for conflict in the work place. To this end, Management agrees to make every reasonable effort to utilize personnel in accordance with the guidelines set forth in this Agreement. Notwithstanding any other provision of this Agreement, however, the Parties agree and acknowledge that the Employer retains the sole discretion to assign work and determine who will perform the function discussed.

NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE 1

PARTIES TO THE AGREEMENT

Section 01.01 Parties

This Agreement is made by and between the Fraternal Order of Police, N J Lodge 168 (Union) and the U. S. Department of the Air Force, 87th Air Base Wing, Joint Base McGuire-Dix-Lakehurst, New Jersey (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, detectives 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 the 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, detectives 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 the agreement is used to denote an employee, supervisor, or other individual and is expressed in terms of one gender, the language will be construed to include the other, as appropriate.

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 Agency to determine the mission, budget, organization, number of employees, and internal security practices of the Agency, and in accordance with applicable laws

.01 to hire, assign, direct, layoff, and retain employees of the Agency, 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 the respect to contracting out, and to determine the personnel by which the operations of the Agency 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 Agency during emergencies.

Section 02.02 Exceptions

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

.01 at the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

.02 procedures which management officials of the Agency 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 regulations.

Section 03.02 Valid Exceptions

Any provision of this Agreement constitutes a valid exception of existing Employer rules, regulations, orders and practices which conflict with the Agreement, except to those regulations in which a compelling need exists.

Section 03.03 Past Practice Preserved/Other Matters

.01 All other matters addressed by this Agreement, except as noted in section 03.02, will be governed by past practice and published Employer policies and regulations in existence at the time the Agreement was approved and by subsequently published Employer policies and regulations.

.02 All other matters addressed by this Agreement, except as noted in section 03.02, will be governed as provided by 5 USC 7117a (1) and (2)..

Section 03.04 Future Bargaining

.01 The parties agree that this agreement does not foreclose future bargaining over unilateral changes to the agreement by the employer.

.02 The Union agrees that it will not propose changes, additions or deletions to provisions negotiated in the agreement unless mutually agreed to by the parties.

.03 The Employer agrees that it will not unilaterally implement any change to this agreement except as provided for by the agreement.

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 2nd Vice President (McGuire-Dix);
- .04 2nd Vice President (Lakehurst);
- .05 Secretary;
- .06 Treasurer;
- .07 One Shift Associate per shift, who works that shift;
- .08 Chief Trustee;
- .09 2nd Trustee;
- .10 Delegate;
- .11 Chaplain;
- .12 New Jersey Fraternal Order of Police Labor Council

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 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 Employer officials. Only the Union President, or President's designee, is authorized to deal directly with Employer officials above the 87th Security Forces Squadron.

Section 04.04 Non-Employee Union Officers/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 shift 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. The Employer will notify the Union as soon as possible in emergency situations.

Section 04.06 Union Representative Names

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

Section 04.07 Committees

The Union shall have representatives on committees, councils, and task forces within the 87th Security Forces Squadron, which have as their principal purposes the consideration of matters affecting personnel policies, practices, or general conditions of employment. This does not include deliberative management discussions or other meetings, counsel, committees, or other events exclusively determined to be of management purpose or intent.

Section 04.08 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 management's discretion to approve or disapprove such attendance. Disapproval cannot be grieved under this Agreement.

ARTICLE 5

UNION RIGHTS

Section 05.01 Employer Rules, Regulations and Directives

The Employer agrees to provide the Union with one 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 with 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 30 minutes to speak with employee(s) on their first duty day, or up to the first two weeks of employment. During this meeting, the Union is not permitted to discuss internal Union business or solicit membership.

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 Unit Manning Document (UMD)

Annually, the Employer agrees to supply the Union with a copy of the Unit Manning Document (UMD) for the bargaining unit employees covered by this agreement. Management will also provide an additional copy of the UMD 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 (incoming/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).

The Union will designate a property custodian who will be responsible for all government property.

Section 06.02 Conference Space

The Employer will, upon the written request of the Union, make available space for conferences, meetings, and other approved Union functions relating to bargaining unit employees at no cost to the Union. The request for space will be made at least five (5) workdays prior to the date desired. It is agreed and understood that functions relating to internal Union business will take place during non-work hours. Subject to supervisory approval and manning requirements, up to 50% of on-duty employees may be allowed to take annual leave for Union meetings.

Section 06.03 Bulletin Boards

- .01 The Employer will provide bulletin boards for the posting of Union material. The bulletin boards will be located in a central location that provides exposure and accessibility for bargaining unit employees. The Union is responsible for posting of material.
- .02 The Union agrees that material posted on its bulletin board will not be libelous. Any dispute concerning the content of any posting, which is alleged to be libelous, will be brought to the attention of the Union President by the Employer. The Union agrees to remove the material until the dispute is resolved. The parties agree that where the dispute cannot be resolved they will submit the matter to arbitration as provided for in this agreement.

Section 06.04 Break Rooms

The Employer will provide adequate break rooms in all office buildings where bargaining unit employees work which will be cleaned on a regular basis. A break room will provide space for furniture. The break room will be maintained by the Employer and will be reasonably free from dirt and debris. The routine cleanliness and orderliness of this area is the responsibility of the employees using the area. In those instances where construction or renovation in proximity to such facilities results in an increase in dirt, dust or debris, the Employer will take reasonable steps to minimize the impact of construction or renovation activities.

Section 06.05 Telephones

Bargaining unit officers will be given reasonable access to Employer telephones for authorized reasons.

Section 06.06 Parking Spaces

The Employer will provide free parking to all employees.

Section 06.07 Distribution of Union Material

.01 Employer agrees to provide Union with a mail box/slot similar to any other internal mail distribution method. The Employer agrees to allow the Union to use the internal mail delivery service for the purpose of communications on Union-Employer matters. The internal mail delivery service may not be used of correspondence related to the internal business of the Union.

.02 The Union may use the Employer's e-mail distribution system to transmit documents to Management. The Union or any of its representatives may distribute materials to employees in non-work areas during non-work time.

Section 06.08 Design/Construction Changes

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

Section 06.09 Copies of the Agreement

The Employer will initially reproduce this agreement and will bear all related costs. The Employer will provide 50 paper copies and 300 compact disks of the agreement. The Union is responsible for subsequent publication for its internal use.

ARTICLE 7

LOCKER ROOMS/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 officers' locker(s) will not be searched except in accordance with the law. Search of an officer's locker(s) will not be conducted if the employee is not available, except where exigent or compelling circumstances dictate otherwise.

Section 07.02 Inspection

When the Employer has reason to conduct an inspection of employee(s) locker(s), to ensure cleanliness and/or for health and safety reasons, Employees will be given at least 72 hours advance notice for inspection except when health/safety/security reasons require immediate inspection.

Section 07.03 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 instances where construction or renovation results in an increase in dirt, dust, or debris, the Employer will, to the extent 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 employee lockers in building 6049 will be maintained separately from those of supervisors and managers. All efforts will be made in future building(s) to separate Employees' lockers from 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 Subject to 5 USC 7131, 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.

.03 While performing official duties, the Employer will ensure that Union representatives are provided the time needed to effectively accomplish their duties. When appropriate, shifts may be changed and duty days may be switched; during these occasions, official time will be authorized.

Section 08.02 Representational Functions

Official time may be used for the following activities:

.01 discuss complaints, grievances and appeals with employees and/or other Union Officials;

.02 prepare and present grievances and appeals on behalf of employees;

.03 attend meetings with supervisors and management officials to discuss grievances and appeals;

.04 represent employees in grievance and appeal proceedings; and proceedings before the Federal Labor Relations Authority.

Section 08.03 Other Official Time Uses

Official time is also provided for the representational activities and/or training of Union representatives to conduct representational activities. Official time may not be used for internal Union activities. This includes but is not limited to: solicitation for membership; campaigning for or participating in Union elections; performance of administrative functions related to benefits offered by the Union; financial records other than those required by other Federal agencies; the collection of dues except withholding of dues, or other funds relating to the internal operation of the Union; and distribution of literature soliciting membership.

Section 08.04 Requests for Official Time

.01 The President of the Union will be allowed a reasonable amount of official time per week. A set timeframe for use of those hours will be agreed to by the first level supervisor and the president. Additional time may be requested as needed.

.02 Any other officer recognized as a Union representative who wishes to perform

representational activities will notify his/her supervisor as far in advance as possible.

.03 The representative will indicate who will be contacted, what the nature of the contact is, and how much time away from post is anticipated. If operational requirements do not preclude the representative from being relieved, the supervisor of the representative will contact the supervisor of the officer to be contacted and inquire if that officer is available to be relieved.

.04 If that officer can be relieved from post, the representative will be relieved from post. The representative will report to his/her supervisor when he/she returns to his/her assigned duties.

.05 A representative who wishes to perform representational activities via telephone will notify the supervisor that he/she needs to be relieved for such purpose. If the representative is relieved from post, 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 post.

.06 When an official is on duty, his responsibility is to perform the duties of the position. The representational responsibilities of Union officials/stewards must not conflict with the responsibilities of the position. While on official duty, Union officials/stewards will not discuss labor relations matters. They will first request official time for this purpose in accordance with this section. If it is possible to release the official/steward from duty, he/she may schedule an appointment with the manager/supervisor for the purpose of discussing a labor relations matter.

Section 08.05 Expeditious Use of Official Time

The Union recognizes the unique nature of the Employer's mission and its responsibility to ensure that its representatives do not abuse their use of official time by unduly absenting themselves from their assigned duties and those 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 08.06 Training of Union Representatives

.01 Union Officials and stewards will be entitled up to two hundred (200) hours of official time to attend training sessions sponsored by the Union or other bona-fide organization, when the purpose of such training is to provide information, briefing, or orientation relating to matters within the scope of the Statute and rules and regulations issued there under, involving the implementation of this Agreement and/or personnel policies, practices and/or working conditions. The subject of such training must be of mutual concern to the Employer and the employee as an organization representative and the Employer's interest should be served by the employee's attendance. Official Time will cover those portions of the training which meet the foregoing criteria. Official Time will not cover training or seminars on internal Union matters.

.02 The approval and scheduling of this official time is subject to the operational requirements of the Employer.

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 supervisor in the Employer's chain-of-command and/or may

designate another officer to represent the Union in the matter involved.

Section 08.08 Disputes Over Official Time

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

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 Union 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 Payroll Office Customer Service Representatives (CSR).

Section 09.03 Forms

A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion of the SF-1187 and the appropriate section completed and signed by an authorized official of the Union who will forward it to the 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 and submission of SF-1188 to the CSR, provided the employee has been dues withholding for one year. Upon receipt of the revocation form which has been properly completed and signed by an employee, the payroll office will discontinue the withholding dues from the employee's pay effective the next full pay period.

Section 09.06 Amount of Regular Dues

The amount of dues to be withheld under this agreement will be regular dues of the member as specified on the members SF-1187, or as certified by the Union in the amount of regular dues has been changed as provided in Section .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 CSR 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 Statement of Leave and Earnings. Employees will, through appropriate channels, notify the CSR promptly of 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 Employer will automatically reinstitute the previously submitted SF 1187 on the dropped employee's behalf. The Employer will be responsible for reimbursing the Union in an amount equal to the regular and periodic dues the the Union would have received for the period of termination. In these situations the employer will deduct an amount equal to the reimbursement from the employee's pay. In the even that an employee's dues are continued erroneously due to the action or inaction of the employer, the Union will be responsible for reimbursing the employee.

Section 09.11 Additional Dues Allotment

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

.02 An Employee electing to have a voluntary allotment will complete a voluntary election form. On this form, the employee will designate the FOP and the amount elected to be regularly allotted from pay and forwarded to the FOP. The Employee will provide the form to the FOP.

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

.04 In order of precedence, voluntary allotments 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 withdrawal.

ARTICLE 10

87 SFS LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 10.01 Creation

Within 30 days after the approval of this agreement, the 87th Security Forces Squadron and FOP Lodge 168 agree to establish a joint labor-management relations committee. The committee consists of three Employer officials and three employees from FOP Lodge 168. The committee will establish rules of procedure and protocol.

Section 10.02 Charter

The committee may discuss matters that affect the Security Forces Squadron. The committee will attempt to reach a consensus when changes are proposed. When no consensus can be reached, the Employer retains its management rights and the Union retains its right to bargain over the impact and implementation of any change, where appropriate.

Section 10.03 Meetings

Meetings will be held monthly or as agreed to by both parties. The requesting party will include an agenda of items to be discussed; Items other than those on the agenda may be discussed by mutual agreement.

Section 10.04 Attendance

Attendance at meetings will be limited to Union and Employer representatives and other persons scheduled to speak on agenda items.

Section 10.05 Official Time

Meetings will be conducted during normal business hours and on official time if representatives are otherwise in a duty status.

Section 10.06 Notifications

The Union President will advise a designated official of the Employer of the names of the individuals who are requesting to participate in meetings a minimum of three days in advance of a scheduled meeting. However, the Union assumes responsibility for notifying Union representatives concerning time and place of the meeting and arranging for appropriate supervisory clearance for time away from the work site.

ARTICLE 11

CHANGES IN CONDITIONS OF EMPLOYMENT/ UNION INITIATED MIDTERM BARGAINING

Section 11.01 Responsibilities

Union and management officials are responsible for and shall:

.01 As necessary, consult and/or negotiate for the employees in the unit with representatives of the Employer in matters authorized in the Agreement

.02 Encourage all employees in the unit and their supervisors to make a diligent and serious attempt to resolve issues at the first line supervisory level.

.03 Ascertain that dissatisfactions are properly supported by material which is appropriate and accurate before formally submitting them to supervisors.

.04 Make a maximum effort to meet the responsibilities placed upon them by 5 USC Chapter 71 with the understanding that the Employer will do likewise.

.05 Assure that all Union officials, stewards and management officials are aware of the rights and obligations of both parties and the contents of the Agreement to insure a climate of cooperation in the execution and administration of the Agreement.

.06 Represent the interests of all employees in the unit it represents without discrimination and without regard to labor organizational membership.

11.02 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 11.03 General

If the Employer determines that conditions of employment for bargaining unit employees (personnel practices, policies or working conditions) not covered by this agreement require change, the following procedures will apply:

.01 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 five 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 days of the Union's request and the parties will review the proposed change(s).

The Union will have up to five days after the meeting 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. If the Union does not request a meeting, written proposals will be submitted at the time of its response.

.02 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. Nothing in this article precludes the Employer from implementing emergency or security procedures or actions required by circumstances beyond control or for reasons of national security. 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.

Section 11.04 Union Initiated Mid Term Bargaining

The Employer recognizes that the Statute requires an Employer to engage in mid-contract bargaining over negotiable Union-initiated proposals covering matters that are not contained in or covered by this Agreement. The Union may initiate mid-term bargaining on each anniversary of the effective date of the agreement. Such notice will be tendered in writing at least 30 days prior to the anniversary date. The Union may offer no more than five proposals for negotiation.

Section 11.05 FMCS Assistance

If, after a good faith effort, the Parties are unable to reach an agreement, either Party may seek the services of the Federal Mediation and Conciliation Service (FMCS) to resolve their differences. If assistance from FMCS is unsuccessful, the Parties may submit the dispute for resolution in accordance with the regulations of the Federal Service Impasse Panel. If the Union files a timely request for assistance with the FSIP, the Employer will maintain the status quo to the maximum extent possible unless changes are mandated by law or the necessary functioning of the Employer or in the event of an emergency.

Section 11.06 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 by, and to the extent required by law.

Section 11.07 Union Representatives

The Union, under this article, will be authorized an equal number of representatives on official time for the conduct of negotiations. The time limits of this article may be extended by mutual agreement of the parties.

Section 11.08 Amendment to the Agreement

Subject to 5 USC 7117 (a) (1) and (2), where changes in existing/new laws or regulations have the effect of negating or invalidating any portion of this Agreement, a request for revision to

adopt provisions, which conform with the newer amended law, directive or regulation shall be made by either party at any time. The nature of the desired revision and reasons therefore shall be given in writing by the sponsoring party. If the other party wishes to renegotiate, a request, with specific proposals, will be submitted within ten calendar days of the notice. If no response is received, the amendment is considered to be agreed upon. Amendments shall be binding, subject to the review of the Defense Civilian Personnel Advisory Service (DCPAS).

Section 11.09 Questionnaires

.01 As part of its overall management responsibility to conduct operations in an effective and efficient manner, an Employer may question employees directly provided that it does not do so in a way which amounts to attempting to negotiate directly with its employees concerning matters which may be bargained with its employees' exclusive representative. In this regard, management must have the latitude to gather information, including opinions, from unit employees to ensure the efficiency and effectiveness of its operations.

.02 Understanding the above, if surveys are targeted exclusively to the bargaining unit and concern personnel policies, practices or procedures that affect working conditions of employees of the bargaining unit, the Employer will notify the Union and provide a copy of the survey instrument.

.03 Locally devised survey instruments will not contain personal identifiers. However, a provision may be made for optional self-identification. If allowed by regulation, the Union will be provided with a copy of report generated from surveys targeted exclusively to the bargaining unit.

ARTICLE 12

NAMES OF EMPLOYEES AND COMMUNICATION

Section 12.01 Furnishing of Names

Within 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 requests within 12 months.

Section 12.02 Distribution of Union Information

The Employer agrees to permit the Union to distribute to each bargaining unit employee a Union announcement card annually, 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 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 Air Force, 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

.01 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.

.02 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 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 Air Force personnel Center (AFPC);
- .03 Equal 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. The Employee shall notify the Employer of outside employment in the form of a memorandum or locally devised form.

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 Agency will maintain only one 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 Agency 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 The OPF is maintained at Randolph AFB, TX. No record or document in an employee's OPF will be made available to any unauthorized persons for inspection, review, copy or photo duplication. Records are available on line through MYBIZ at:
<http://www.afpc.randolph.af.mil/cfa/mybiz>.

.02 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.

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 a Supervisors Employee Work Folder (SEWF) 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 SEWF will bear the signature of the person originating the material, if possible.

.03 SEWF files are considered temporary records and should be disposed of two 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 OPF files 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 the employee's 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 an unofficial 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 Air Force Personnel Center (AFPC), as the Employer will have no knowledge of such service.

.02 Upon service of a pending Motion to Quash that has been filed in a court of competent jurisdiction, the Employer will comply, if directed to do so by a judge, unless the employer has an exception that would allow the Employer to object to providing the record or because the material is privileged or otherwise protected.

ARTICLE 15

POSITION DESCRIPTION

Section 15.01 Providing Position Descriptions

Each employee covered by this Agreement will be provided a position description which reflects the duties and responsibilities assigned to his/her position. When it becomes necessary to assign duties and/or responsibilities of a recurring nature, the position description will be amended to reflect such duties. The Employer agrees to provide employees with the current description at the time of entry into each position. The Employer will provide the Union with a copy of new or revised Position Descriptions for New Hires 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 appeal the accuracy of the position description through the classification appeal process as defined by applicable regulations, in accordance with the criteria of such regulations.

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 it 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

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

ARTICLE 17

MERIT 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

Although not grievable, vacancy announcements will be posted on the Police Dispatch Bulletin Board. However, the primary location to verify vacant duty positions is through electronic vacancy announcement posting systems, (i.e. usajobs.com) The Agency shall not be accountable for an employee applying for a position.

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

It is agreed that Management will make every effort to help mentor all personnel for promotion opportunities. In cases where the Employer receives information regarding cut-off or promotion scores, employees may request feedback through their chain of command in order to enhance their opportunities for future promotions. The Agency will make every effort to use annual feedbacks, evaluations and appraisals to guide employees toward making them more promotable. Employees may request feedback from their direct supervisors at any time.

ARTICLE 18

PROMOTIONS WITHIN BARGAINING UNIT

Section 18.01 Objective

This article applies to positions within the bargaining unit, which the Employer fills permanently by competitive procedures, except where otherwise provided (e.g., Career Program positions). All actions under this Article shall be made without regard to political or religious affiliation, marital status, race, color, sex, national origin, age or non-disqualifying handicap as required by applicable law.

Section 18.02 Area of Consideration

.01 The Parties agree that the Merit Promotion Program is governed by Air Force Manual (AFMAN) 36-203, as supplemented by this Agreement. The area of consideration is that area in which the Employer makes an intensive search for eligible promotion candidates in a specific competitive promotion action. The area of consideration for Joint Base McGuire-Dix-Lakehurst (JB MDL) consists of all employees serviced by the JB MDL Civilian Personnel Section.

.02 The area of consideration may, at the discretion of the Employer, be extended.

.03 Any exceptions to the normal area of consideration shall be in accordance with applicable regulations.

Section 18.03 Selection

When a selection is made, the selecting official will notify non selected candidates of their non selection, either orally or in writing. Selecting officials are highly encouraged to make these notifications in writing whenever possible.

Section 18.04 Information to Employees

.01 At least once annually, the Civilian Personnel Section will remind employees, through published articles and other appropriate media, of the principles and procedures outlined in the Merit Promotion Plan and of OPM and Air Force directives that deal with the subject of promotion.

.02 The Parties acknowledge that there may be as-yet unidentified changes to the internal staffing program, which could affect the provisions of this Article. In that event, the Parties agree that this Article may be reopened, without reopening the remainder of this Agreement, to address those specific changes. Any request to reopen this Article must be made, by either Party, within 14 calendar days of receipt of the notice of change.

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 (OPM). The parties agree that the Department of the Air Force's present 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 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 officers in developing their police related knowledge, skills, and abilities. To this extent, the Employer intends to provide on-the-job, internal, external training opportunities consistent with the Employer's needs, the availability of funds and resources, and in accordance with the law. To assist in this effort, the FOP will make available to the Employer, training materials and resources (i.e., videos, pamphlets, speakers, etc.) related to policing. Management reserves the right to determine training needs and direct employee attendance in training if necessary.

.02 The Employer and Union agree that it is mutually beneficial to have a well-trained workforce. Employees may inform a supervisor at any time of training needs related to work assignments. The Employer will consider such information when identifying training needs. In order to encourage employee professional development, self development, and job skills improvement, the Employer may make training /education information available. New technology training determined necessary by the Employer will be provided.

.03 Training and development needs will be discussed during the performance review sessions. An Individual Development Plan (IDP) will be initiated by the employee and submitted to the supervisor for approval. Supervisor will consider information and input from the employee. Such IDP may address employee skills needed in the current position and to prepare career opportunities.

.04 Employee training will be documented by the training officer and will be based upon certificates supplied by the employee. Employees are encouraged to keep a copy of all training documentation and to periodically review. It is the employee's obligation to ensure their record of training is current and accurate.

Section 20.02 Self-Development

The Employer will encourage each officer to engage in self-education, self-training, and self-improvement programs. Any course catalog maintained by the Employer will be made available to assist officers in this effort. Each employee is responsible for applying reasonable effort, time and initiative to increase his/her potential through self-development and training. Employees are encouraged to take advantage of training and educational opportunities which will add to skills and qualifications needed to increase their efficiency in the performance of the employee's duties.

Section 20.03 Annual Discussion

The supervisor and officer will annually discuss the training needs of the individual that are consistent with the Employer and Security Forces mission.

Section 20.04 Employee Responsibilities

Attendance at training is an official duty and is assigned just as other duties are assigned and is,

therefore, mandatory. Officers selected for training must arrive on time and complete the entire training session. In coordination with their supervisors, officers are responsible for adjusting their schedules to accommodate authorized training hours.

Section 20.05 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 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 20.06 Training

Training for police and investigators will be completed, as appropriate, in accordance with AFI 31-283 and AFI 31-206. Furthermore, any newly appointed employee that has not attended an accredited training academy, or waiverable equivalent, will attend specified training within one 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. Any current employee that has never attended an accredited training academy will attend an accredited training academy.

ARTICLE 21

SENIORITY

Section 21.01 Overall Seniority

Seniority as referenced in this article pertains only to issues of vacations, days off, shift assignment, 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

BASIC WORKWEEK AND OVERTIME

Section 22.01 Basic Workweek

.01 The Joint Base McGuire Dix Lakehurst Police Department standard work period will consist of an 80 hour pay period for those bargaining unit employees working 12 hour shifts. The bi-weekly pay period will begin on Sunday and end on Saturday for employees covered under this Agreement. Nothing in this article precludes the Employer's right to change schedules as required by mission, emergency situations or budgetary constraints.

Section 22.02 Notice of Work Schedules

Work schedules shall normally be posted a minimum of two weeks in advance of the beginning of the scheduled period. Changes to an employee's established work schedule shall be made 72 hours in advance. Nothing in this article precludes the Employer's right to change schedules as required by mission or emergency situations or costs.

Section 22.03 Work Shifts

.01 The work shifts for flight personnel are as follows:

Days: 0530 – 1815

Nights: 1730 – 0615

.02 Manning of these shifts shall be determined in accordance with Article 21.01.

Section 22.04 Notice of Shift Change

On any shift change of a bargaining unit employee, the Employer agrees to provide the employee with at least one full pay period notice of the change. Nothing in this article precludes the Employer's right to change shifts as required by mission or emergency situation or costs.

Section 22.05 Meal Breaks

Employees' meal periods are part of their regular tour of duty, paid as on-duty time during the shift. 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

.01 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:

.01 The trading time is done "voluntarily" by unit employees on the same flight.

.02 A record of all trading time is maintained and approved by the employer.

.03 Individuals will be responsible for the duty assignment of the individual that they are

“trading” places with.

.04 Exchanges will be between employees of equal grades.

.05 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.

.06 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.

.02 Bargaining unit employees found abusing the provision of this section will lose the privilege of participating in this program for 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.

.03 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.

.04 Any bargaining unit employee failing to pay back the time, for any reason, shall lose the privilege of trading time for 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.

Section 22.07 Overtime

.01 All hours worked in excess of 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 Employer reserves the right to schedule overtime work as required. Except in an emergency, the employer will attempt to distribute overtime among all employees capable of performing the work in a fair and equitable fashion. 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 21.01. 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.

Section 22.08 Open Seasons to Change Shifts

Open season for changing shifts or flights will occur on two occasions:

.01 When a new recruit (employee) is to be assigned to a flight 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.

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

Section 22.09 Pre and Post Shift

Assigned pre and post shift pay will consist of 30 minutes prior to the start of the assigned work day and 15 minutes post. The purpose of this time is to afford the individual the time to sign out weapons, receive a daily briefing (roll call/guard mount), and relieve static post and to respond to duty assignment. Armed personnel that do not work flight will be given 15 minutes pre and post for issue and turn-in of weapons.

Section 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 Appointments

Employees will be asked to provide a list of available days for the scheduling of appointments. All efforts will be made to schedule necessary appointments on these days. If this is not possible, the Employee will be contacted to schedule the necessary appointment.

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 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 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 hours for every one 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 period of service, which is not overtime work, a part of which is on Sunday, is entitled to an additional pay rate of 25 percent of his hourly rate of basic pay **for the hours actually worked.**

Section 24.02 Night Differential

An employee whose regular work schedule is between the hours of 1800 and 0600 is entitled to an additional night differential at the rate of 10 percent of their hourly rate of basic pay **in accordance with 5 CFR 550.121-122.**

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 Security Forces Commander, 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.

.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

The 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 Security Forces 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 un-described 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 Supervisors Employee Work Folder. 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 60 days or longer to a bargaining unit position which provides experience required for 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 60 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 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

.01 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.

.02 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.

Section 27.05 Supervisor Approval

When an Employee submits a properly completed Leave Request, Supervisors' will respond (approval or denial) to the Employee within **seven (7) days if practicable**.

ARTICLE 28

ANNUAL LEAVE

Section 28.01 General

Employees will accrue annual leave at the rate established by Title 5 USC §6303 and in accordance with applicable laws and regulations. Annual leave is provided and may be used for two general purposes:

.01 To allow every employee an annual vacation period for extended leave for rest and recreation;

.02 To provide for periods of time off for personal and emergency purposes.

.03 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 40 hours or more annual leave selected by the employee, normally constituting 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 consecutive weeks, or two one-week periods of annual leave each year to employees who request it. 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 in accordance with 5 CFR 630: Full-time employees earn annual leave in amounts determined by their total years of creditable Federal Service, including applicable creditable Military Service. In addition, service which is potentially creditable for annuity computation is creditable for leave purposes, i.e., temporary or indefinite appointments. 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>Years of Service</u>	<u>Hours Earned per 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

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

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 Request for unscheduled annual leave will be held to a minimum to prevent disruption to work schedules. When unforeseen circumstances necessitate an employee's absence from duty, the employee will speak to a Supervisory Police Officer no later than one hour prior to the start of their regularly scheduled tour of duty. Other emergency situations which allow less than 1 hour notification will be evaluated on a case-by-case basis. The employee and supervisor should reach a definite understanding of the expected period of absence, whether or not the request is approved and, if approved, for how long. If the employee cannot return to duty at the end of the approved absence, he/she must notify the supervisor and request additional leave.

Section 28.11 Cancellation of Leave by Employer

The Employer may cancel previously approved annual leave and require employees to report for duty if there is a valid operational or emergency reason. Individual employees who have paid for vacations, airline tickets, hotel accommodations, cruises, etc., and who have made such arrangements in advance will not be required to cancel their leave unless an emergency situation arises.

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 a 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 DFR 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 authority or by a health care provider, jeopardize the health of others by their 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, attorney's, court proceedings and required travel or other activities necessary to allow the adoption to proceed.

Section 29.03 Requesting Sick Leave

.01 When employees call in to request approval of sick leave, they must indicate when they expect to return to duty. Employees must speak to the on duty shift commander no later than one hour prior to the start of their regularly scheduled tour of duty. When employee calls in but the shift commander is unavailable or cannot be reached, the employee should request they be contacted by radio. Final decision on the request remains with the shift commander.

.02 An employee who does not contact the shift commander will be reported as absent without leave (AWOL) If the absence is later excused, that charge of AWOL will be changed to the appropriate approved leave category. An employee incapacitated and unable to physically speak to a supervisor will have a family member call, identify him or herself and report the employees' situation as soon as possible.

.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 consecutive workdays, or for a lesser period of time when the Employer 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 absence, any dates of incapacitation and whether the employee was seen personally by the practitioner. 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 applicable provisions of this article.

Section 29.07 Medical Appointments

.01 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 15 minutes. Additional sick leave is charged in multiples of 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 hour. Multiple visits on the same day and/or any time in excess of one 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:

.01 The employees 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;

.02 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;

.03 The employees 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;

.04 The absence from duty must be for at 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 employee becomes seriously ill or injured at work, the Employer will arrange 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 Absences for Maternity Reasons. When medical authority properly establishes that an employee is, or will be, incapacitated and absent from the job because of pregnancy, appropriate leave will be granted to accommodate that temporary incapacity, regardless of type of appointment. To the extent available, sick leave may be used to cover the time required for physical examinations and the period of incapacitation. Subject to management approval, after delivery and recuperation, the employee may require a period of adjustment or need time to make arrangements for the care of a child; such leave requirements are charged to annual leave or LWOP.

.02 An employee must make known the intent to request leave for maternity reasons as soon as possible after she knows she is pregnant. This is necessary so that the organization can prepare for any staffing adjustments that may be necessary. If, after consulting her physician, the employee requests modification of her work duties, or temporary reassignment to other available work for which she is qualified, management will consider such requests. The Employer will consider requests by female officers to be excused from the requirements of wearing a uniform when assigned to other duties. The employee will furnish the name, address, and telephone number of her physician, to her supervisor. Such a request will be accompanied by medical certification from the employee's physician. The Employer may request clarification from the employee's physician so that the supervisor may obtain guidance in making work assignments, with the Employees consent. The same rules for granting sick leave, annual leave, LWOP or advancing sick leave that apply to all employees, apply to a pregnant employee before, during and after period of incapacity due to pregnancy.

.03 The employee, her physician and her supervisor will determine the length of absence from work before and after delivery of the baby on an individual basis. If mutually agreeable dates cannot be established, the supervisor may establish the dates but must document the reasons for preferences.

.04 A male employee may request sick leave, annual leave or leave without pay consistent with governing government-wide regulations.

Section 30.02 Procedures

.01 Initial Request. An employee requesting maternity leave will submit a memorandum to her supervisor indicating the anticipated last day of duty and will attach a medical certificate which confirms that she is under doctor's care for maternity reasons. The medical certificate will show the date of the employee's expected confinement and the date on which it is expected the employee be able to return to work. This advance notice is for the benefit of the supervisor and should be retained in his or her files.

.02 Final Request. As soon as it is determined that the pregnant employee is incapacitated for performance of her duties, she will submit another medical certificate and will specifically request annual or sick leave. If the employee has not accumulated sufficient sick leave to cover the period of confinement, she may request LWOP. The request for LWOP in excess of 30 days will be submitted through channels with an SF 52 (Request for Personnel Action) to Civilian Personnel Center. The request will state the date the employee is expected to return to work.

.03 Request for an Extension. If it is determined by the employee's physician that she will not be able to return to work on the anticipated date and that an extension of leave is necessary because of continued incapacitation, the employee will submit to her supervisor a written request for an extension with a substantiating medical certificate.

.04 Continued Employment. Employees Planning to Return to Work. The employing activity has an obligation to ensure continued employment in her position or a position of like seniority, status and pay to the employee who wishes to return to work following delivery and confinement, unless termination is otherwise required by expiration of an appointment, by Reduction in Force (RIF), for cause, or for similar reasons unrelated to the maternity absence. For such an employee, the total period of absence is based on appropriate medical opinion and the employing activity authorization of appropriate leave and will be done in accordance with law, rule and government wide regulations.

.05 Employees Not Planning to Return to Work. An employee who is not planning to return to work should submit her resignation at the expiration of her period of incapacitation, or she may be separated at such earlier date as may be required for other reasons, such as expiration of appointment, RIF, for cause, or similar reasons unrelated to maternity absence.

Section 30.03 Benefits

The same rules for accrual of benefits during periods of sick leave, annual leave, LWOP or advanced sick leave that apply to all employees, apply to those using leave for maternity reasons.

ARTICLE 31

FAMILY LEAVE ACT

Employees will be granted Family medical Leave in accordance with the provisions and procedures of applicable laws and regulations.

ARTICLE 32

MILITARY LEAVE

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 Work Related Absences

.01 An employee may be granted duty time to be interviewed for an internal position with the Employer.

.02 Supervisors may grant a reasonable amount of time to employees for authorized visits to the Personnel Office.

.03 An employee will be granted duty time for physical or psychological examinations administered by the Employer during his/her regularly scheduled tour of duty.

Section 33.02 Funerals

.01 If mission allows, the Employer may permit the Union President or his/her designee and or Honor Guard to attend the funeral of a law enforcement officer who was killed in the line of duty, in accordance with 5 USC 6328. The Employer may pay travel costs/per diem.

.02 If mission allows, the Employer may permit employees to attend a military funeral in accordance with applicable laws and regulations.

Section 33.03 Other Activities

.01 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.

.02 Normally, up to ten 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 ensure 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.

.03 An employee who donates blood at the installation shall be allowed a reasonable time to leave the worksite, give blood and return to the worksite. A request for additional time to recuperate in the installation medical unit will not be unreasonably denied.

.04 As a general rule, an employee is not entitled any excused time to vote if the polls are open three hours 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.

ARTICLE 34

COURT PROCEDURES

Section 34.01 Court Leave

.01 Permanent and temporary full-time Employees are entitled to court leave for jury service in accordance with AFI 36-815. It is understood by the parties that all service in court does not constitute court leave. Witnesses in an official capacity for the U.S. Government or state and local governments are on official duty status and court leave provisions do not apply.

.02 Employees summoned for service are entitled to court leave for the period of time during their regular working hours while under the control of the court. Employees are required to return to work during regular hours, when excused.

Section 34.02 Witness Service

.01 Duty time is authorized when an employee is summoned to a judicial proceeding as a law enforcement officer on behalf of the United States, State or Local Government.

.02 Duty time is not authorized when the employee is a party in opposition to the United States, State or Local Government in a judicial proceeding.

Section 34.03 Procedures

Employee must notify their supervisor of the required service within a reasonable time and submit the documentary proof of service for the court order, summons or subpoena with each appropriate time period they are absent.

Section 34.04 Fees and Payment for Service

Generally, payment for service in connection with authorized court leave must be forwarded to the Employer. Any payment received by or fees charged to the employee should be submitted to the Employer in accordance with applicable Employer rules and regulations.

Section 34.05 Change of Days Off

At the request of an employee who has been granted court leave, his/her regular days off may be changed to coincide with his/her jury service regular days off. This change of an employee's regular days off will not entitle the employee to receive pay in excess of that authorized for his/her rescheduled tour of duty.

Section 34.06 Premium Pay/Differentials

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

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

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

ABSENCE DURING HAZARDOUS WEATHER CONDITIONS

Section 38.01 General

Given the nature of law enforcement responsibilities, all bargaining unit police officers are designated as mission essential personnel. Thus, employees are expected 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 request authorized leave, such requests will be considered by management. Decisions as to “reasonable effort to report for work” will be determined by management.

Section 38.02 Release of Employees

.01 When the Employer determines hazardous geological/weather conditions exist, or are imminent, on duty bargaining unit employees may be allowed to take leave if operational requirements permit, pursuant to section 38.04.

.02 When the Employer requires employees to remain on the installation between shifts to ensure security is maintained, the Employer will provide the employee with lodging.

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 factors relevant to the decision process.

Section 38.04 Employer Rights

The Employer retains the right to determine the opening, closing, and use of its facilities during periods of hazardous geological/weather conditions. Subject to security and operational requirements, the parties may negotiate supplemental procedures addressing the work safety concerns of employees during such hazardous conditions.

Section 38.05 Non-Work Days

Workdays on which the Employer is closed because of hazardous geological or weather conditions are nonworking days for leave purposes for non-essential personnel. For mission essential personnel, it is considered a work day for leave purposes.

Section 38.06 Employees on Prior Leave

Employees who are on leave approved before a closure will be granted an administrative leave. This provision does not apply to employees on LWOP, Military Leave, on suspension or in a non-pay status on the workday before and 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' 87th SFS 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.

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 reasonably 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 the immediate supervisor an assignment that endangers the employee's health and/or safety. The supervisor will investigate, determine the validity of the allegation and inform the employee how to proceed, recognizing the Employer 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 a Safety Officer, who will inspect the job site along with the supervisor to ensure that it is safe before requiring the employee(s) to perform the work. If the employee believes an unsafe condition continues to exist, subsequent to the determination made by the supervisor, the matter may be referred to the Shift Associate or designee and the Shift Commander, who will confer with the Safety Officer 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

.01 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.

.02 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 a 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 department 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 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 42.01 Authority

The Federal Employees' Compensation Act, (FECA) governs the 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 42.02 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 42.03 Union Representative

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

Section 42.04 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- 1 (Rev. Jan 1997) will do so as soon as possible, but no later than 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 promotions 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

Employee's 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 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 C. F. R. 1614.203, qualified handicapped bargaining unit employees may 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 the 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

Section 43.01 General

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

Section 43.02 Applying for Reimbursement

All requests for tuition assistance will be considered on a case-by-case basis. All employees will contact the employer and request tuition through procedures outlined in AFI 36-401. All decisions on tuition assistance are the purview of the Employer and cannot be grieved 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 Employer 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 employees. 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 Employer exercises its discretion to contract out work, which when 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 Employer has decided to contract out such work, the Employer will, upon specific request related to a specific contract or contracts, provide information to the Union pertaining to the contract and the decision as it becomes available.

Section 45.03 Impact and Implementation Bargaining

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.

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 RIF's Minimized

The Employer agrees to attempt to avoid or minimize a RIF by taking such action as restricting recruitment and promotions, by meeting ceiling limitations through normal attrition, by furloughs and/or by reassignment of qualified surplus employees to vacant positions or 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 impact and implementation or procedures and appropriate arrangements thereon and bargaining 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 General

.01 The parties agree that they have a mutual interest in Police Officers presenting a professional image on duty. In addition, the parties agree on the need to establish reasonable wear standards for uniform items and to provide for the issuance of replacement items or compensation on a regular schedule. Management will provide each new Employee compensation as authorized under Air Force Instruction 31-283. At the time of this agreement:

.01 Each Police Officer will receive a payment of an initial allowance in the amount of \$1,800.00; or a lower initial allowance equal to the cost of the uniform whichever is less. All uniform items required are covered within the initial uniform allowance.

.02 All Police Officers are responsible to purchase and wear only the prescribed uniform as indicated in this document. Reporting for duty in any other uniform style, color, combination, brand name or different configuration is unauthorized. All Police Officers must wear the prescribed duty uniform for the purpose of identification and as evidence of authority.

.03 An \$800 annual replacement allowance is authorized after one complete year of service IAW DODI 1400.25. After one complete year of service, uniformed DAF CP will receive a \$200.00 quarterly replacement allowance until the individual is no longer serving as a Police Officer.

.02 All Police Officers will wear the Police Officers standard uniform, IAW Air Force Instruction 31-283, when on duty unless an exception is granted or for wearing of civilian clothes for mission reasons as determined by the appropriate supervisor. All service uniform combinations are authorized for year-round wear. Police Officer uniforms are prohibited for wear while off duty, except in transit to and from duty.

Section 48.02 Equipment & Uniforms

The Employer will provide an initial issue of the following equipment to each Employee:

Baseball hat with patch	
Security Forces Police Cloth Badge	9 Cloth Badges
Security Forces Police Patches	2 Per Uniform 20 patches per officer
Second Chance Vest	
Holster, drop	
Handcuffs, with case	
Tactical Vest	
Radio Case	
Double 9 mil mag case	
M-4 ammo pouches	
Flash light with holder	
Glove case	
O.C. case	
Set of 4 keepers	

ASP and ASP holder	
Duty belt and duty holster	
Ear protection	
Duty bag	
Safety glasses	

The Employee will purchase and maintain the following required uniform items from the uniform allowance:

Uniform Requirement	Brand Name and Style	Issue	Stock #
Men's Class A Pants	Elbeco Classic DutyMaxx	4	E254RN
Women's Class A Pants	Elbeco Classic DutyMaxx	4	E9254LC
Men's Class A Long Sleeve	Elbeco Classic DutyMaxx	2	584
Women's Class A Long Sleeve	Elbeco Classic DutyMaxx	2	9584LC
Men's Class A Short Sleeve	Elbeco Classic DutyMaxx	2	5584
Women's Class A Short Sleeve	Elbeco Classic DutyMaxx	2	9784LC
Men's "B" Short Sleeve	Elbeco T2 Midnight Navy	2	2314
Men's Class B Long Sleeve	Elbeco T2 Midnight Navy	2	2304
Women's "B" Short Sleeve	Elbeco T2 Midnight Navy	2	2334
Women's Class B Long Sleeve	Elbeco T2 Midnight Navy	2	2324
Women's Class B Pants	Elbeco Tek 2 Midnight Navy Cargo	4	E2854LC
Men's Class B Pants	Elbeco Tek 2 Midnight Navy Cargo	4	E2844R
Jacket	511 Tactical Series 4 in 1/5 in 1 Jacket	1	
Duty Boots		1	
"A" Leather Belt-silver buckle		1	
"B" Nylon Belt		1	
Rain Gear	Galls Raincoat 3/4 Length reversible	1	
Gloves	Black Winter Gloves	1	
Alterations		All	
Silver Name Plates	3" wide by 5/8" high; Last Name engraved	2	
Mock/Shirt		1	
Cloth Name tapes	Dark Blue tape with last name only embroidered in 3/4 inch block style in the silver/gray thread number 451.	5	

Section 48.03 Replacement of uniform items

The employer, at the employer's expense, will consider replacing uniform clothing and / or provided equipment damaged in the performance of official duties. Final approval will be given by the Security Forces Commander or his designee.

Section 48.04. Criminal Investigations

Investigative personnel will also be issued the initial allowance of \$1800.00. They will purchase the full complement of uniform items. They will receive all cold weather gear in the same manner as prescribed for Police Officers. Employees will present themselves in a polished, well-groomed manner. Investigators and Detectives will wear uniforms as needed, casual clothing on a daily basis and wear ties and a sports jacket for special events.

Section 48.05 Appearance

Employees will present themselves in accordance with existing instructions.

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 off the installation for this purpose.

Section 49.03 Mandatory Qualification

Mandatory qualification with the duty firearm will occur as required; Arming and Use of Force requirements are outlined in AFI 31-207, AFMAN 31-222 and local supplemental instructions.

Section 49.04 Failure to Qualify

An employee who fails to qualify will not be issued a weapon until they pass 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/her life or the life of others, the officer may be subject to criminal or administrative investigation. AFI 31-207 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 employees and supervisors.

.03 The Employer agrees to allow the officer 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 offered 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/she 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 that an employee may experience after a critical incident (for example, accidents/incidents; death of a co-worker; acts of terrorism, bomb threats; exposure to toxic materials; prolonged rescue or recovery operations and natural disasters).

Section 51.02 CISD Committee

The parties will create a CISD committee to develop a CISD Program consistent with the goals set forth in section .01.

Section 51.03 Program Framework

A CISD program developed by the parties will insure the following:

01. The CISD program is an education process designed to minimize the impact of critical incident on an employee. It is not intended to evaluate an employee in terms of gathering factual information about employee performance or to be a mechanism for psychological assessment.
02. The Union will be able to designate a bargaining unit employee to serve as a member of a CISD team. The Union may designate up to three bargaining unit employees to receive formal CISD training for this purpose.
03. The CISD will be administered in accordance with applicable Employer directives and this agreement.
04. No CISD member will be required to divulge or disclose any conversation or statement of an employee seeking assistance.

ARTICLE 52

PROCEDURES FOR SUBSTANCE ABUSE TESTING

Section 52.01 Policy

Both Management and the Union are committed to maintaining a work environment that is free from the effects of alcohol and drug abuse. All collection and drug testing conducted by the Employer will be done in accordance with the Employer's drug testing and substance abuse program under AFI 36-810, local policies and instructions.

Section 52.02 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 of employment. Suspected use of alcohol while on duty will result in a request for a test.

Section 52.03 Security, Privacy and Dignity

Testing for illegal drugs will be conducted in a secure, sanitary area, and the privacy and dignity of the employees will be respected in accordance with Department of Health and Human Services (DHHS) Guidelines and Instructions.

Section 52.04 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 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 Chain of Custody 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 dated the certification statement, and provides the requested information on Copy two of the CCF. The employee will be allowed to confer with the representative for a reasonable period of time not to exceed ten minutes prior to and ten minutes immediately after the sample collection process has been completed.

Section 52.05 Employee Unavailability

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

Section 52.06 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, and explain his reasons for suspecting tampering. The collector may then request another sample in accordance with rules and regulations. Tampering with a sample is also a removable offense.

Section 52.07 Post-Accident Testing

.01 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 or serious injury of another;
- .02 a serious injury to the employee, requiring immediate hospitalization;
- .03 and a substantial damage to government property or private property estimated to be excess of \$10,000.00.

.02 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 52.08 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 things 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 of trafficking of 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 52.09 Written Reasons

.01 At the time an employee is ordered to submit to drug testing based on reasonable suspicion of illegal drug use, he/she 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 the reasonable suspicion testing, including but not limited to written statements, will be expunged from all formal and informal files under the control and authority of 87th Security Forces.

.02 This will not preclude the Employer from seeking further explanation for employee's pattern of abnormal or erratic behavior prior to expunging the file.

Section 52.10 Proper Storage

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

Section 52.11 Positive Test Results

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

Section 52.12 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 52.13 Notification of Results

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

Section 52.14 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. In addition, one 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 52.15 No Sample Provided

If the employee is unable to provide a sample, the employee may be rescheduled at a subsequent date in the near future for collection of another urine sample. In post accident cases, the employee may be retained on duty until a urine sample is provided. However, an employee held over will be entitled to overtime and all applicable premium pay in accordance with statutory requirements.

Section 52.16 Second Test

The Employer will be required to perform a second test on a new portion of the same specimen if a positive result was obtained in the first test. This second test will be done by using gas chromatography and mass spectrometry (GCMS). Only confirmed test results will be

communicated to the MRO. If the GCMS is discontinued, the parties agree to amend this section,

Section 52.17 Voluntary Testing

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

Section 52.18 Grievance

An employee may file a grievance if and when the Employer takes formal action against the employee based on a positive drug test results.

Section 52.19 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 52.20 Additional Testing Substances

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

Section 52.21 Employee Disclosure

Employees with personal alcohol and drug problems are encouraged to request assistance from the 87th Medical Group, who will provide the necessary referral information. Voluntary participation in a treatment program will be kept on a confidential basis and in accordance with applicable laws and regulations.

Section 52.22 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 reopen that provision for renegotiation.

Section 52.23 Prescribed Medications

Any prescribed use of medication that may detract from the ability of a person to perform assigned duties must be reported to that person's supervisor. When the performance of duty may be impaired by the use of prescribed medication, the person will be immediately restricted from duties which conflict with his/her condition.

ARTICLE 53

LAW ENFORCEMENT OFFICER 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 may be curtailed under the provisions of 5 CFR 752.404 (d)(1), 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 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, 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 in writing of the name of all complainants as part of the proposal letter. The employee will be provided with a copy of all complaints.

Section 53.06 Reasonable Periods

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

Section 53.07 Timeliness of Administrative Investigations

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 (1996). 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 in writing 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

DISCIPLINE/ADVERSE ACTIONS

Section 54.01 Coverage

This Article covers oral admonishments, written reprimands, suspensions, involuntary reductions in grade or pay, or removal. Actions as the result of RIF, furloughs, the removal of probationary employees, and 5 CFR Part 432 performance based actions are not covered by the provisions of this article.

Section 54.02 Definitions

.01 Adverse actions: Suspensions of more than 14 days, involuntary reduction in grade or pay, furloughs of 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 14 days or less.

.03 Informal disciplinary actions: Oral admonishments.

.04 Proposed notice: Required for all administrative actions involving written reprimands or a potential for loss of pay. These disciplinary/adverse actions use a three-step process: 1) a proposal is issued to the employee explaining 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/adverse actions under Chapter 75 of Title 5 U.S.C. may not be taken against an employee except for such cause as will promote the efficiency of the service. Disciplinary and adverse actions must be supported by a preponderance of evidence. The Employer may not take a disciplinary or adverse action against an employee on the basis of any reason prohibited by 5 U.S.C. 2302.

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 parties agree that, if the facts giving rise to the disciplinary/adverse action would also give rise to a criminal action, the Employer may delay processing administrative action until after the criminal proceeding is resolved.

Section 54.05 Appeal of Action

An employee against whom an action is taken under this Article may appeal that action through any statutory procedure or grievance procedure under this agreement, but not both.

Section 54.06 Temporary Records

Letters of Reprimand and/or Oral Admonishments are considered temporary records. The

supervisor retains a copy of the reprimand or admonishment and it is not included in the employee's official personnel folder. Reference to any reprimand or admonishment may be cited in a related action. Letters of Reprimand or admonishment should be removed from the OPF after one year, but may be retained in other Supervisor Employee Work Folder.

Section 54.07 Counseling Discussions

Employees may have representation present for counseling discussions designed to bring to the attention of the employee a violation or potential violation of rules of conduct or regulations.

Section 54.08 Harmful Error

In a disciplinary/adverse action, harmful error is error by the Employer in the application of its procedures that is likely to have caused 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 on the employee to show that an error was harmful, i.e., that it caused substantial harm or prejudice to his or her rights. (5 CFR 1201.56(c)(3).

Section 54.09 Right to Review Evidence

An employee against whom an action is proposed under this Article will have the right to review all documentation 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 time if otherwise in a duty status, in cases involving removal, reduction in grade or pay, suspensions of more than fourteen days, and disciplinary actions for preparation and presentation of answers to proposed actions under this Article. The official time authorized may be extended upon request.

Section 54.11 Table of Penalties

Table of Penalties are discussed in AFI 36-704.

Section 54.12 Alternative Discipline Agreement

The parties recognize that Alternative Discipline Agreement (ADA) may provide a more positive approach when dealing with disciplinary problems. An Alternative Discipline Agreement (ADA) may be offered when an offense would normally result in a suspension of one to fourteen days. ADA reduces lost productivity for disciplinary reasons, avoids loss of salary for a period suspension, allows the employee to become involved in the decision making process concerning his or her discipline, and reduces time required to process a disciplinary action. ADA is a process where the employee accepts responsibility for his or her own behavior while at the same time continues to perform and participate in the functioning of the organization.

Section 54.13 ADA Responsibilities

If the supervisor feels that ADA is appropriate, the agreement will be prepared. The supervisor, employee, employee's representative, if one is chosen, and the servicing Personnel Management

Specialist will meet to explain the ADA and to offer the employee an opportunity to voluntarily participate. This session should allow for questions and answers to ensure full understanding of the program by the employee. The employee will be allowed up to one full workday, not counting the day of the ADA meeting, to consider and decide whether he or she wants to sign the agreement. The employee must notify his or her supervisor of the decision to accept or reject the ADA by the end of that period, unless the supervisor grants an extension. If the employee decides not to sign the agreement, the normal disciplinary process will be initiated. If the employee fails to notify the supervisor of the decision by the end of the period, or by the end of the extended period, the supervisor will consider that a decision not to sign the agreement and the normal disciplinary process will be initiated. The memorandum proposing the suspension will include a statement that the employee elected not to sign the ADA. If the employee elects to sign the ADA a meeting of the original parties will be scheduled for the signing of the ADA.

Section 54.14 ADA Records

The original form will be filed in the employee's Supervisor Employee Work Folder (SEWF) as a temporary record of discipline, and will remain in the file for three years from the date of the signature. The ADA should be removed from the SEWF after three years, but may be retained in other Employer files. After two years, the employee may request from his/her supervisor that the ADA be removed from the SEWF. Any future misconduct may be considered as subsequent offenses of misconduct.

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

For the purpose of this agreement, a grievance is defined as any complaint by an employee concerning any matter relating to a condition of employment of that employee; or by the Union concerning any matter relating to a condition of employment of any unit employee or by any employee, singly or jointly (provided the remedy to the matter is within the exclusive control and authority of the Employer); or any dissatisfaction, dispute or complaint by the Employer concerning the Union.

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. However, the Employer recognizes that employees, groups of employees, the Union or the Employer are entitled to file and seek resolution of grievances under 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 right contained in this agreement and this article.

Section 56.03 Exclusions

This procedure will not apply to any grievance 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 referred to in title 5 U.S.C. Section 7121(c)(4);
- .05 classification of any position which does not result in a reduction in grade or pay;
- .06 the removal of a probationary employee;
- .07 proposed disciplinary/adverse or proposed performance based actions;
- .08 actions terminating a temporary promotion;
- .09 personnel actions voluntarily requested by the employee.
- .10 discrimination matters

Section 56.04 Exclusivity of Remedies

In matters relating to Equal Opportunity, prohibited personnel practices, whistle blowing, adverse actions, removal or reduction in grade for unacceptable performance, aggrieved employee will have the option of utilizing this grievance procedure or the applicable statutory procedure, 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 employee's representative in the processing of a grievance under this procedure, unless approved by the Union. The right of individual representation 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 or her official position would give rise to unreasonable cost or whose work assignments preclude his or her 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 designated Union representative. If an employee presents a grievance without Union representation, 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 any executive board officer, its labor counsel, the **Chief Trustee**, a Union Steward or any other individual Union member authorized by the Union to act on its behalf.

Section 56.07 Representation

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

Section 56.08 Disciplinary/Adverse Action

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

Section 56.09 Initiation of Grievance

A grievance must be initiated by the Union, the Employer or the employee within 15 calendar days of the incident or knowledge 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 56.10 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 name of the grievant(s) and date of the occurrence giving rise to the grievance;
- .02 issue or occurrence giving rise the grievance;
- .03 provision(s) of this Agreement, law, rule or regulation alleged to have been violated;
- .04 relevant evidence and information;
- .05 the relief requested; and
- .06 whether a meeting is requested.

Section 56.11 Computation and Application of Time Limits

In computing time periods for steps, the first day counted is the day after the event from which the time period begin to run. If the date would ordinarily fall on a weekend or a Federal holiday, the time limit will automatically be extended to the next workday after the date.

Section 56.12 Steps

- .01 STEP 1.** In an effort to resolve grievances arising from misunderstandings or dissatisfaction, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level, an employee/representative will first present the grievance in writing to the employee's first level supervisor. The immediate supervisor will review the complaint and provide a written response within seven calendar days of the receipt of the grievance.
- .02 STEP 2.** If the employee/representative is not satisfied with the decision in Step 1, they may seek further consideration of the grievance by submitting the grievance to the 87 SFS Section Chief or his designated representative(s) within 15 calendar days of the receipt of the first level supervisor's written response described in Step 1. Section Chief or designee will make an inquiry into the facts and provide a written response within 15 calendar days of the receipt of the grievance.
- .03 STEP 3.** If the employee/representative is not satisfied with the decision in Step 2, they may seek further consideration of the grievance by submitting the grievance to the 87 SFS Commander or his designated representative(s) within 15 calendar days of the receipt of the second level supervisor's written response described in Step 2. The Commander or designee will make an inquiry into the facts and provide a written response within 15 calendar days of the receipt of the grievance.

.04 STEP 4. If the employee/representative is not satisfied with the decision in Step 3, they may seek further consideration of the grievance by submitting the grievance to the 87 MSG Commander or designee within 15 calendar days of the receipt of the third level written response described in Step 3. The MSG/CC or designee will make an inquiry into the facts and provide a written decision within 30 calendar days of the receipt of the grievance.

Section 56.13 Invoking Arbitration

If the Employer's decision at Step 4 is unsatisfactory, the Union may invoke arbitration in accordance with this agreement.

Section 56.14 Grievance Not Advanced

At any step where the Union or employee does not advance the grievance to the next Step, 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 grievance will advance to the next Step.

Section 56.15 Union Institutional Grievances

Grievances filed by the Union on its own institutional behalf will be initiated at Step 3 and will be filed within 15 days of the event giving rise to the grievance. If the grievance is not resolved to the satisfaction of the Union, the Union may move to Step 4 within 15 days.

Section 56.16 Employer Grievances

Grievances by the Employer on its own institutional behalf will be submitted in writing to the Union President or designee within 15 days of the event giving rise to the grievance. The Union President or designee and an Employer representative will meet within seven days to discuss the grievance. The President or designee will issue a written decision on the grievance within 30 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 56.17 Service of Grievance & Decisions

A grievance must be served at each step of the procedures established by this article by delivery to the 87 SFS/CCS office or hand delivery to the appropriate individual.

ARTICLE 57

ARBITRATION

Section 57.01 Arbitration

Within 20 calendar days following receipt of a decision at Step 4, the party who initiated the grievance will notify the other party if it intends to submit the matter to arbitration. Within seven days after notification, the moving party will request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within 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 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 Flight Chief. 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 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.
 - .01 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 proceeding simultaneously served on the other party; and
- .07 To appear at the hearing on official time, if in a duty status.

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 by 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 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 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 CRF 339.104 (a) through (g). If further clarification is required, the employee may obtain that information from his/her treating physician or furnish the name, address, and telephone number of his/her physician to either the Employer's Occupational Health Specialist or his/her supervisor. The supervisor may obtain guidance from the Occupational Health Specialist in making work assignments.

Section 59.02 No Disclosure

An employee's medical records/information shall not be disclosed beyond those Agency personnel who need to know information in order to make an 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; or

.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 Employer agrees that quality step increases and monetary awards associated with acceptable 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. A cash award may be granted consistent with other 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. It should be used principally to recognize contributions that are of a one-time, nonrecurring nature. 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.

Section 60.06 No Substitution

A TOA does not convert to a cash payment under any circumstances.

ARTICLE 61

EQUAL OPPORTUNITY

Section 61.01 Policy

The Employer agrees to provide equal employment opportunities for employees without regard to race, color, national origin, sex, age (40 or older), disability or reprisal for participation in an EO activity.

Section 61.02 Employer Responsibility

The Employer has the responsibility for promoting full realization of Equal 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 EO complaint process. The names of the EO counselors and the telephone number of the EO office 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 EO complaints rests with the Employer. The parties incorporate by reference the requirements set forth in the Rules and Regulations of the Equal 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 Equal Opportunity 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 EO Counselor, that person voluntarily relinquishes his/her right to represent any discrimination complaint.

ARTICLE 62

CHILD CARE

Bargaining unit employees are eligible to use the Child and Youth Service 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 for both 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 Evaluations

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.

ARTICLE 64

PHYSICAL FITNESS

The Employer agrees to outfit and make available a training/fitness gym on the installation which will include cardiovascular and weight equipment. Employees may utilize the gym at their leisure during hours of operation. The installation gym is monitored by 87 FSS staff to ensure safety of all users. A fitness and training room will be considered in future 87 SFS building developments.

ARTICLE 65

INMATES

Management agrees to follow the Federal Inmate implementation and utilization guidelines in accordance with direction from the Federal Correction Institute. Further, no inmate will be allowed access to classified information or Arms, Explosives or Ammunition.

ARTICLE 66

DURATION AND EFFECT

Section 66.01 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 three years thereafter.

Section 66.02 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 30 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 30 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 66.03 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 66.04 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.