

Labor Management Agreement
Between
Letterkenny Army Depot
and
International Brotherhood of Police Officers,
Local 358

PREAMBLE

In accordance with 5 USC Chapter 71 (the Federal Service Labor-Management Relations Statute), this Agreement is made between the Letterkenny Army Depot, the Employer; and the International Brotherhood of Police Officers, Local 358, the Union. The Employer and Union are the Parties to this Agreement.

ARTICLE 1
RECOGNITION AND UNIT

Section 1. The Employer recognizes the Union as the exclusive representative of all employees in the bargaining unit (Unit) as defined in Section 2 of this Article. This recognition shall continue as long as the Union is the exclusive representative of the employees under criteria established by the Federal Labor Relations Authority (FLRA). The Union recognizes its responsibility to represent the interests of all bargaining unit employees without discrimination and without regard to membership in the Union.

Section 2. The bargaining unit covered by this Agreement is composed of all civilian security guards and police officers employed by Letterkenny Army Depot. Excluded from coverage of this Agreement are supervisors and management officials of the Directorate of Law Enforcement and Security and all other Letterkenny Army Depot employees.

ARTICLE 2
CONSULTATION AND NEGOTIATION

Section 1. The Parties to this Agreement have the responsibility of conducting their negotiations and consultations in good faith and in such a manner as will further the purpose of 5 USC Chapter 71. They agree to make every reasonable effort to resolve all differences that arise between them in connection with the administration of this Agreement. For the purpose of this Agreement, consultation is defined as discussion between representatives of the Employer and Union for the purpose of obtaining and considering each other's views regarding impending actions of concern to employees in the Unit.

Section 2. Matters appropriate for negotiation shall be personnel policies, practices, and matters affecting working conditions as may be appropriate under applicable laws, executive orders, and regulations. These matters include, but are not limited to safety and health issues, training plans, labor-management relations, employee services, grievance procedures, leave practices, promotion policies, demotion practices, reduction-in-force practices, equal employment opportunity practices, and hours of work.

Section 3. It is understood that no provision of this Agreement shall nullify the rights of employees, the Union, or the Employer, as established by law, executive order, or regulations of appropriate authority. Nor shall it relieve the Parties of the responsibility to consult, confer, and negotiate on the policies, practices, and procedures used in exercising these rights.

Section 4. In the administration of all matters covered by this Agreement, the Parties are governed by existing or future laws in accordance with 5 USC Chapter 71.

Section 5. Within a reasonable time after the enactment of any new law or regulation of appropriate authority, which affects the provisions of this Agreement, either party may submit a proposal to negotiate the affected provisions. The proposal shall cite the pertinent law or regulation enacted and the provisions of the Agreement affected. When such a proposal is submitted, representatives of the Employer and the Union shall meet within thirty (30) calendar days to negotiate the proposal.

Section 6. The Employer shall notify the Union of all proposed changes in personnel policies, practices, or working conditions that affect employees in the Unit and provide an opportunity for the Union to negotiate before such changes are made. The Employer and the Union agree to participate as full partners in identifying problems and crafting solutions to better serve the agency and the mission.

Section 7. When a proposed change in working conditions involves the exercise of a 5 USC 7106(a) management right and results in an adverse

effect on Unit employees, the Union may request Impact and Implementation bargaining to establish the procedures to be used or appropriate arrangements for adversely affected employees. The Union and the Employer will attempt to resolve issues through discussion and partnering before resorting to traditional bargaining. However, if the collaborative approach is unsuccessful and the Union requests traditional bargaining, the Union will provide written proposals to include an explanation of: 1) what they believe the adverse effect is; 2) identify who is adversely affected; and 3) explain how their proposal will alleviate or prevent the adverse effect. This will occur within 15 calendar days after a joint determination by the parties or by a written statement from either party served on the other that the collaborative effort was unsuccessful. If there is a bargaining obligation on the issue in dispute, no change will be implemented until the bargaining obligation is satisfied in accordance with 5 USC Chapter 71.

ARTICLE 3
EMPLOYER RIGHTS AND OBLIGATIONS

Section 1. 5 USC 7106(a) provides that, subject to 5 USC 7106(b), management officials retain the right - (1) to determine the mission, budget, organization, number of employees, and internal security practices of the depot; and in accordance with applicable laws- (2) to hire, assign, direct, layoff, and retain employees of the depot, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees; (3) to assign work, make determinations with respect to contracting out, and determine the personnel by which depot operations shall be conducted; (4) to make selections for appointments from among properly ranked and certified candidates for promotion or any other appropriate source; and (5) to take whatever actions necessary to carry out the depot mission during emergencies.

Section 2. 5 USC 7106(b)(1) provides that the Employer and Union may negotiate, at the election of the Employer, 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. The Parties recognize the benefits of partnering and agree to use interest based bargaining over these matters and all other personnel policies, practices, and working conditions that affect the Unit before resorting to traditional negotiation procedures.

Section 3. When the Employer exercises its right to take all actions necessary as authorized in Section 1, (5), above, consistent with security and legal requirements, the Union will be furnished an explanation as soon as practical as to the nature of the emergency and the reasons for the actions taken. The Union may request post-implementation bargaining if appropriate.

Section 4. The Employer will be responsive to Union views and recommendations concerning improvements in employee/supervisor communications related to work assignments and operating procedures. Responses will be provided in the manner in which presented.

Section 5. The Employer will provide authorized Union representatives access to regulations, directives, and other information necessary for the Union to properly represent the interests of its Unit. The Union will be provided a copy of the LEADR 690-1 and access to other Employer bulletins and regulations that affect the Unit. This access may be in the form of computer based information (Internet websites) or hardcopy, when necessary. For 5 USC 7114(b)(4) information requests, the Employer may request the Union to establish a particularized need when it is not clear how the requested information relates to the Union's representational obligations. The Union will explain: (1) why they need the information; (2) what the information will be used for; and (3) the connection between those uses and their representational obligations. (This explanation does not need to be so specific, for example, that it reveals the Union's strategies or compromises the identity of potential grievants who wish anonymity.)

Section 6. When existing Directorate of Law Enforcement and Security (DLES) work rules or procedures are changed, or new rules or procedures are implemented, they will be posted on the bulletin board in the

Police Barracks for a period of thirty (30) consecutive calendar days.

The Union shall be furnished a copy of existing work rules and procedures for the Directorate of Law Enforcement and Security.

Section 7. In the event a lawsuit *is* filed against an employee of the Unit for actions taken within the scope of their employment with the U.S. Government, the employee may submit a written request for legal representation through the Employer's legal office to the Department of Justice. The Employer agrees to forward this request promptly to the Department of Justice for a determination as to whether representation will be provided.

ARTICLE 4
EMPLOYEE RIGHTS

Section 1. Employees shall have the right, to form, Join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of this right. Except as otherwise provided in 5 USC Chapter 71, this right includes the right- (1) to act for a labor organization as a representative, and in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch, the Congress, or other appropriate authorities; and (2) to engage in collective bargaining on conditions of employment. No interference, restraint, coercion, or discrimination shall be practiced by the Employer to encourage or discourage membership in a labor organization.

Section 2. Nothing in this Agreement requires an employee to become or remain a member of a labor organization, or to pay money to the labor organization, except by a voluntary, written authorization by the member, for the payment of dues through payroll deductions.

Section 3. No bargaining unit employee shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy.

ARTICLE 5
UNION RIGHTS AND OBLIGATIONS

Section 1. The Union has the exclusive right to represent all employees of the Unit in consultations and negotiations with the Employer regarding personnel policies, practices, or other matters affecting working conditions.

Section 2. The Union shall be given the opportunity to be represented at formal discussions between the Employer and employees concerning any grievance, personnel policy, practice, or other general condition of employment.

Section 3. The Union shall be given the opportunity to be represented at any examination of an employee by the Employer in connection with an investigation if (a) the employee reasonably believes that the examination may result in disciplinary action against the employee; and (b) the employee requests representation. The Employer agrees to inform Unit employees of their right to Union representation before questioning begins. A notice of these "Weingarten" rights will be posted in the Police Barracks. However, the Employer's failure to advise employees of their right to Union representation will not invalidate or compromise the information obtained from the examination or its use in any administrative or criminal action resulting from the examination. It is understood that the Union representative may participate in the discussion during the examination; however, the Employer has no obligation to bargain with the Union representative. If the employee being examined requests Union representation, and a Union representative is not available on the shift, or the employee requests a different representative than the one on the shift, the examination will normally be delayed no more than 24 hours to allow the employee to arrange for representation. The Employer has the discretion to grant additional time as long as the investigation is not compromised.

Section 4. The collection of dues and other internal business of the Union shall be permitted on the depot before and after scheduled work shifts of the employees concerned. The solicitation of membership and distribution of literature by the Union on the depot shall be accomplished during non-duty time. Non-duty time includes time before and after scheduled work shifts. None of the above shall interfere with the work of the activity

ARTICLE 6
REPRESENTATION AND CONDUCT OF UNION BUSINESS

Section 1. The Chief, Civilian Personnel Advisory Center or designee, is the principal point of contact for conducting business with the Union. This designation does not prevent the Union from contacting the Commander or other appropriate management officials on issues.

Section 2. The President of the Union, or a representative designated by the President of the Union, will be the spokesperson for the Union and shall have the right to consult and negotiate with the Employer on matters covered by this Agreement.

Section 3. The Employer will recognize a maximum of six stewards to represent the employees of the Unit. The Union shall keep the Employer advised, in writing, of the names of its officers and stewards and their areas of assignment. This list will be updated within a reasonable amount of time after changes in representatives or assignments occur. The Union stewards and officer list will be posted on appropriate bulletin boards within the Directorate of Law Enforcement and Security.

Section 4. The Employer agrees that Union officers and stewards are authorized a reasonable amount of official time during duty hours to perform representational duties on behalf of Unit members and to carry out the provisions of this Agreement. The Employer agrees there shall be no restraint, interference, coercion, or discrimination against stewards because of the performance of their representational duties. The designated stewards and officers shall conduct their business with dispatch and will make every effort to eliminate conflicts between their regular duties and their Union duties. Approved Union activities which Union officers and stewards may engage in during duty hours include the following, unless otherwise provided for in this Agreement:

Stewards

- a. Receive, investigate, and present employee grievances.
- b. Represent Unit employees in formal disciplinary action proceedings.
- c. Participate in arbitration hearings as a representative or as a witness.
- d. Attend formal discussions between management officials and employees under provisions of Article 5, Section 2.

President/Vice-Presidents

- a. Participate in Union/Management meetings, consultations, and negotiations.
- b. Present Union grievances to management.
- c. Respond to management grievances.
- d. Attend formal discussions between management officials and employees under provisions of this Agreement.
- e. Prepare for and participate in arbitration hearings in either a representational capacity or as a witness.

Data entered into the Employer's timekeeping system, currently the Automated Time and Attendance System (ATAAPS), will be used to record a Union representative's official time. If a steward or officer's use of official time unduly interferes with the performance of their official duties, the Employer will initiate an objective discussion on this matter with the individual concerned, the Union President or designee, and a member of the Civilian Personnel Advisory Center in order to find a satisfactory solution.

Section 5. The Union President designates representatives who may represent the Union on any matter on behalf of the Union.

Section 6. Union representatives will obtain their supervisor's approval for official time before engaging in Union activities authorized by this Agreement. They will notify their supervisor upon return to duty. The supervisor shall authorize the official time unless a compelling work requirement precludes immediate release. If the supervisor cannot authorize the official time, they will inform the representative as to the approximate time they may be released. Before meeting with Unit employees, the Union representative will obtain permission from that employee's supervisor. The responsible supervisor will furnish the employee and Union official an area suitable for private conversation, if available.

Section 7. Subject to security regulations, authorized representatives of the International Brotherhood of Police Officers, who are not Letterkenny Army Depot employees, may visit the Depot to conduct authorized Union business. The Union will notify the Director of Law Enforcement and Security of each visit as far in advance as possible.

ARTICLE 7
SENIORITY

Section 1. Seniority, as it relates to this Agreement, is primarily used for the selection of days off and shift preference.

Section 2. Seniority *is* defined as the continuous, unbroken time in the bargaining unit. Specifically, this means the greatest length of continuous unbroken time of one bargaining unit employee over another bargaining unit employee. If Unit employees have the same seniority date as defined in this section, Service Computation Date (SCD) will determine which employee is senior.

Section 3. When an employee leaves the bargaining unit for any reason and then returns, their seniority begins upon the date they return to the bargaining unit. For example, a Unit employee who accepts a permanent or temporary promotion or reassignment to another position, excluded from this bargaining unit, will be considered a new hire with no seniority upon their return to the bargaining unit.

Section 4. The detail of a Unit employee outside the Directorate of Law Enforcement and Security will not be considered a break *in* time for seniority purposes as long as the employee continues to be a member of the bargaining unit.

ARTICLE 8
HOURS OF WORK AND SHIFT ASSIGNMENTS

Section 1. The normal basic tour of duty shall consist of forty hours per week on the following shifts: 2400 to 0800 (1st shift); 0800 to 1600 (2d shift); and 1600 to 2400 (3d shift). Lunch and authorized rest periods during the workday are regarded as hours of duty and must be spent within the area of the employee's assigned post or patrol unless properly relieved.

Section 2. It is agreed that the Employer may establish tours of duty (work shifts) that it deems necessary to ensure efficient operations and accomplishment of assigned missions. However, except for emergencies, no change in established tours of duty (work shifts) or hours of work shall be made without prior notification and consultation with the Union.

Section 3. New hires will be assigned to the Directorate of Law Enforcement and Security for training purposes. After training, they will be assigned to a permanent vacancy on shift. After assignment to a permanent shift, new hires will not be permitted to exercise their seniority rights for shift preference or days off for six months from their start date.

MEMORANDUM OF UNDERSTANDING BETWEEN THE DIRECTOR OF RISK MANAGEMENT AND
THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 358

SUBJECT: Clarification of Article 7, Section 3 of the Labor-Management Agreement (L-MA) between the Letterkenny Army Depot and the International Brotherhood of Police Officers, Local 358

Reference subject L-MA.

Purpose and Problem. To resolve the conflict between Article 7, Section 3 of the L-MA and the Uniformed Services Employment and Reemployment Rights Act.

Scope. This understanding applies to all bargaining unit members of the IBPO, Local 358.

Understanding. The provisions of Article 7, Section 3 do not apply to reserve or guard members who are ordered to active duty. Upon their return to Letterkenny, their seniority will be the same as if they had never left the bargaining unit.

Effective date. This understanding is effective immediately upon signature.

Signed By: Major, Director of Risk Management President, IBPO Local 358

Dated: 29 December 2004

Section 4. The Union recognizes the Employer's right to assign employees to shifts to insure efficient operations and accomplishment of assigned missions. Accordingly, changes in shift assignments may be made without the employee's consent when those changes are required to maintain a balanced workforce, provide training, resolve work-related problems when no other solution can be found, and resolve any other situation that hinders the accomplishment of mission requirements. The involuntary movement of employees under this provision will be based on the inverse order of seniority, if possible. Proposed changes in shift assignments will be discussed with the Union and affected employee(s) before they are made.

Section 5. The Employer will make every reasonable effort to afford employees their preference for shift assignments and days off consistent with operational staffing requirements and Article 7, Seniority.

GENERAL RULES

- A "bump" occurs anytime an employee is involuntarily displaced from their shift assignment or days off.
- The term "trade" is a voluntary action of all concerned employees.
- Employees may exercise their seniority rights to bump for shift preference once in a twelve-month period.
- Employees may exercise their seniority rights to bump for days off once in a twelve-month period.
- All requests to bump or trade will be made in writing to the appropriate management official specified in this Section.
- All approved bump requests count as the employees once a year right to do so even if the employee withdraws the request.
- The Employer will provide a copy of all approved requests to bump or trade for shift changes or days off to the President or designee of the IBPO Local 358. This includes management directed actions.
- Bumping for shift preference and days off may be exercised at the same time.
- A once a year bump has been exercised anytime an approved request causes the involuntary displacement of another employee.

Management and the President of IBPO Local 358 will resolve disputes arising from the application or interpretation of this Section.

BUMPING OR TRADING FOR SHIFT ASSIGNMENTS AND DAYS OFF

- a. All requests for shift preference will be submitted through the shift supervisor to the Director of Law Enforcement and Security (DLES) for approval. All requests for days off will be submitted to the shift supervisor for approval; a copy of approved changes will be provided to the DLES.
- b. All bump requests will be submitted at least two full pay periods in advance. Requests must be approved within one week in order to provide displaced employees a minimum of three weeks advance written notice. Approved requests will begin on the first day of the pay period. These timeframes do not apply to shift trades, if approved by the DLES.
- c. When employees trade shifts, they assume the days off of each other, unless they exercise their bump rights for days off. Other employees on the shifts affected by the trades, who have greater seniority, may claim the vacated days off. This will not count as a once a year bump for days off.
- d. Once employees trade shifts, they may not trade shifts again for 90 days from the shift effective date. If the shift trade results in the involuntary displacement of one or more employees from their days off, the employee who traded and caused the displacement must remain on that shift for six months from the shift effective date.
- e. If two employees request to trade days off, other shift employees with greater seniority may claim those days off. This will not count as a once a year bump for days off.
- f. An employee involuntarily displaced from their shift may simultaneously exercise their seniority rights for days off on the new shift. This will not count as a once a year bump for days off.

MANAGEMENT DIRECTED SHIFT AND DAYS OFF ASSIGNMENTS

- a. Employees will receive advance written notice of management directed shift or days off changes.
- b. Employees who will be displaced from shift as the result of a management directed action may exercise their seniority rights for days off after being notified of the shift change. The exercise of seniority rights in this situation will not count as the employee's once a year bump for days off.
- c. Employees on the shift gaining the displaced employee may exercise their seniority rights for days off. The exercise of seniority

rights in this situation will not count as the employee's once a year bump for days off. This right must be exercised at the same time as the action displacing the employee from shift.

- d. Employees on the shift where the displaced employee left may exercise their seniority rights for the vacated days off, if available. The exercise of seniority rights in this situation will not count as the employee's once a year bump for days off.

ARTICLE 9 OVERTIME

Section 1. The Employer has the right to establish overtime requirements and assign employees to work overtime when needed. Employees will be expected to work all overtime assigned unless specifically excused by the Employer. Overtime worked shall be paid at the appropriate overtime rate in accordance with current pay regulations.

Section 2. As a general rule, volunteers will be requested and used to accomplish overtime before establishing mandatory overtime requirements. Procedures to be utilized in the implementation of this Section are outlined in applicable regulations and operating procedures of the Directorate of Law Enforcement and Security.

Section 3. The Employer will give as much advance notice as possible in scheduling overtime. However, unforeseen circumstances may arise which will necessitate the assignment of overtime with little or no advance notice.

Section 4. When employees are required to work unscheduled overtime in excess of four hours, the Employer will make arrangements to secure food for those employees. The employees will pay for their food.

Section 5. When the Employer requires an employee to be in a duty status before or after their assigned shift, the employee will be paid overtime for the time they are required to be in a duty status. Overtime is paid in six-minute increments and each full increment must be worked in order for the employee to be paid for that increment.

Section 6. When an employee is required to report to the Clinic for lab work related to their annual medical examination, and their appointment is during their normal rest time and not immediately preceding or following their regular tour of duty, the employee will receive a minimum of two (2) hours overtime.

Section 7. Any callback overtime shall entitle the affected employee to a minimum of two hours of overtime pay. Call-back overtime means, on infrequent or sporadic occasions without prearrangement, after the employee's scheduled hours of work have ended, the employee responds to a call from the Employer to report for duty to perform extra work.

Section 8. Records of overtime work will be available for review by the appropriate Union representative for the resolution of specific complaints regarding the distribution of overtime.

ARTICLE 10
ANNUAL LEAVE

Section 1. Annual leave is a right of the employees and is earned in accordance with applicable laws. However, the determination as to when and how much annual leave may be granted is the responsibility of the employee's supervisor. The Employer retains the right to cancel or otherwise change employee's annual leave schedules based on mission needs. If it becomes necessary to cancel previously approved leave because of emergency situations or work requirements, the reasons for such action will be explained to the affected employee at the earliest possible time. The Employer agrees that when annual leave is canceled under these circumstances, the employee's alternate choices will be considered and absent any overriding Employer needs, will be honored. A Standard Form 71 will be used to request all leave and will be maintained by the shift supervisor.

Section 2. The Employer will establish a vacation schedule by 1 March of each calendar year for employees requesting periods of annual leave of more than seven (7) consecutive calendar days. Approval of annual leave requests for these vacation periods will be granted based on the employee's seniority as defined in Article 7 of this Agreement and the Employer's manning requirements. Employees will be notified by their supervisor of the approval or disapproval of such requests by 15 March. Requests for vacation leave of more than fourteen (14) consecutive calendar days will be approved or disapproved by the Director of Law Enforcement and Security or designee.

~~Section 3.** Annual leave for the first week of Pennsylvania state "buck" and "doe" deer hunting season will be awarded based on a drawing conducted by the shift supervisor, or designee, and a designated Union representative. Once an individual's name is drawn, they will not compete in the drawing for subsequent days until all other names are drawn. Drawn days that are cancelled will be drawn again. Day for day trades is acceptable.~~

***See 12 August 2003, MOA, below.*

SIDE-BAR AGREEMENT

This side-bar agreement amends the Labor-Management Agreement (L-MA) between the International Brotherhood of Police Officers Local 358 and Letterkenny Army Depot at Article 10, Section 3, Annual Leave.

Section 3. Delete current L-MA

language. Replace L-MA

language with the following:

Annual leave for the first week of Pennsylvania state "buck" and "doe" deer hunting season will be awarded based on a drawing conducted by the Director of Risk Management, two designated union representatives and one neutral person from outside the directorate. The drawing will be held in building 2 during the first week of October (time and date as deemed appropriate by the persons conducting the drawing). To be included in the drawing all persons will be required to show their current Pennsylvania state-hunting license. All lists of hunters will be turned in one week prior to the drawing. Once an individual's name is drawn, they will not compete in the drawing for subsequent days until all other names are drawn. Drawn days that are cancelled will be drawn again. Day for day trades is acceptable.

Signed By: President, IBPO Local 358
Major MI, Director of Risk Management

Dated: August 12, 2003

Section 4. Requests for emergency annual leave will be considered on an individual basis. Employees requesting emergency annual leave will call the supervisor on duty prior to the start of the employee's tour of duty, circumstances permitting. The employee will state the reason for the request and the approximate time they anticipate being absent from work. The Employer agrees to advise the employee at the time of the request if the requested annual leave is approved. If the requested annual leave is disapproved, a written explanation will be provided, if requested by the employee.

Section 5. Employees requesting annual leave other than specified in this Article will request such leave as far in advance as possible.

Section 6. When daylight savings time goes into effect, employees working the shift during the change will be charged one hour of annual leave or, upon the employee's request, leave without pay.

ARTICLE 11
SICK LEAVE

Section 1. Sick leave shall be earned and granted in accordance with applicable laws and regulations. Sick leave shall be granted when employees are incapacitated for duty due to illness or injury; for medical, dental, and optical examination and treatment when requested and approved prior to the scheduled appointment; and to care for an immediate family member afflicted with a contagious disease that requires care and attendance by the employee. Family Friendly Sick Leave and absences under the Family Medical Leave Act will be granted in accordance with current law, rule, regulation or Depot policy. Employees are expected and encouraged to make a reasonable effort to schedule appointments during non-duty hours.

Section 2. Employees who are absent because of illness or injury will contact the Police Desk prior to the start of the employee's tour of duty and request sick leave, if possible. Employees will explain the general nature of their illness or injury to their shift supervisor upon returning to work. The employee will provide an estimate of how long they think they will be absent. If the absence extends beyond the estimated period, the employee will request additional sick leave and provide an expected date of return to duty.

Section 3. Except as required below, employees are not required to furnish medical certificates to substantiate sick leave use unless the sick leave exceeds three consecutive workdays. The supervisor has the right to require a medical certificate to substantiate every sick leave request of any duration based on the following:

- a. When an employee has established a pattern of sick leave use indicating abuse of sick leave; and
- b. The employee has been issued a written notice of sick leave restriction requiring them to furnish a medical certificate for each sick leave absence.

A copy of this written notice will be maintained by the supervisor and will not be filed in the employee's Official Personnel Folder (OPF). The supervisor will provide the employee a written explanation of what kind of improvement in sick leave use is expected before the employee may be removed from sick leave restriction. The supervisor will review the sick leave record of each employee required to furnish medical certification for each sick leave absence at least annually, and upon request of the employee, semiannually. Where such review shows that the employee has met the written improvement criteria established by the supervisor, the employee will be notified in writing that a medical certificate will no longer be required for sick leave absences of three days or less.

ARTICLE 12
LEAVE OF ABSENCE

Section 1. Employees may be granted leave without pay provided the provisions of applicable laws and regulations are met. Such leave without pay shall not exceed one year for each application.

Section 2. Unit employees may be elected or appointed as delegates to National Union conventions or other functions. The Employer will approve annual leave, leave without pay, or a combination of both, subject to reasonable mission requirements of the Employer, for such absences not to exceed a total of two (2) weeks. Reasonable advance written notice and approval is required.

Section 3. Employees will be granted annual leave and/or leave without pay for a period not to exceed one year, consistent with work requirements and regulations, to serve as a full-time Union official for the International Brotherhood of Police Officers. Provided staffing and mission requirements permit, the Employer will consider requests for an extension of one additional year.

ARTICLE 13
ADMINISTRATIVE LEAVE

Section 1. Administrative leave not to exceed sixteen (16) hours per year will be granted for no more than four Unit employees, who are officers or representatives of the Union, to enable them to attend IBPO sponsored training sessions in labor-management relations. This training must be mutually beneficial to the Union and Employer and will be related to such matters as basic statutes, regulations, agency policies and negotiated agreements affecting working conditions, personnel policies, practices, and procedures. Written requests for such absences will be submitted by the Union President through the DLES to the Chief, Civilian Personnel Advisory Center at least two weeks in advance of the training. These requests will be approved subject to the mission requirements of the Employer. Such requests shall include the names of attendees, date, time, place, and subject matter to be covered.

Section 2. The Commander or designee may grant administrative leave due to emergency or weather-related conditions subject to mission requirements. In accordance with Article 3 of this Agreement and 5 USC 7106 the Employer has the right to determine the employees who may be excused from duty or required to report or remain on duty during these emergency or adverse weather-related conditions.

Section 3. Employees may be granted excused absence to donate blood in accordance with depot policy.

ARTICLE 14
SAFETY AND HEALTH

Section 1. The Parties agree to cooperate in a continuing effort to identify and eliminate conditions that may cause accidents and health hazards and to encourage employees to work in a safe manner. The Employer agrees to provide an occupational health program for employees. This program, at a minimum, will provide pre-employment physicals, special hazardous examinations in accordance with Occupational Safety and Health Administration (OSHA) regulations, fitness for duty examinations, and disability retirement examinations. The Employer will take into consideration information furnished by the employee's personal physician.

Section 2. The Employer will furnish protective clothing and equipment required for the safe performance of duty. This equipment includes coveralls, a winter coat, safety shoes/boots, prescription or non-prescription safety glasses, raingear, and a flashlight.

Section 3. Employees are responsible for observing established safety and health standards. Employees will report all injuries and unsafe conditions to their supervisor. Employees will maintain assigned gates and posts in a clean and orderly condition.

Section 4. If an employee is required to work under conditions that, in the employee's opinion, pose an imminent threat of danger to their health or safety, the Police Desk will immediately refer the matter to the supervisor on duty.

Section 5. For safety reasons, no employee shall be required to enter an enclosed space, for example, an ammunition igloo, without a coworker present at the entrance to ensure that the entrance remains open and to render assistance to the employee if needed.

Section 6. Employees will be in a duty status when receiving their periodic, job-related medical examinations. Employees will not be required to change their tour of duty for medical examinations.

Section 7. Portable latrines will be provided in remote areas where needed.

Section 8. The Employer will provide moist towelettes for those posts that do not have running water.

Section 9. The Union may appoint one Union Representative to the directorate safety committee. This member shall have full rights and privileges accorded to other members. Disagreement with safety recommendations may be noted on the directorate safety meeting minutes for higher-level review.

ARTICLE 15
TRAINING

Section 1. The training and development of bargaining unit employees is a matter of significant importance. The Employer will strive to develop training policies that ensure fair and equitable selection of employees for participation in training programs subject to mission requirements and availability of funds. This may involve different types of training such as on-the-job training, technical training, refresher, and formal classroom training. The Employer will give full consideration to the Union's views and recommendations concerning employee-training needs. Upon request, the Employer will provide the Union a list of off-depot training that bargaining unit members have attended.

Section 2. When training is to be given to some but not all employees in the Unit, selection of trainees will be done fairly and equitably based on the needs of the Employer and employees

Section 3. Training for which a DD Form 1556 is required is entered into the employee's record by the Employer. Employees or their supervisors may submit qualification updates for entry into the Official Personnel Folders for other training in accordance with current policy.

Section 4. Employees will be provided instruction on the use of new forms or equipment required to perform their assigned duties.

Section 5. The Employer agrees to schedule mandated training at least two weeks in advance when circumstances permit as determined by the Employer.

MEMORANDUM OF AGREEMENT BETWEEN DIRECTOR OF
RISK MANAGEMENT AND INTERNATIONAL BROTHERHOOD
OF POLICE OFFICERS LOCAL358

SUBJECT: Training Policy

Reference. Article 2 and Article 15, Section 3 of the Labor-Management Agreement between the Letterkenny Army Depot and the International Brotherhood of Police Officers (IBPO), Local 358.

Purpose. To provide a policy that strives to insure fair and equitable selection of bargaining unit (BU) employees for training.

Problem. While management and the union agree training is important to mission accomplishment, who is selected to receive training has been problematic.

Scope. This agreement covers the uniformed security guards and police officers that are included in the IBPO Local 358 bargaining unit.

Understandings.

The Director or designee will insure bargaining unit employees on all shifts are informed about pending training opportunities to solicit their interest. Employees have 14 calendar days from the date of the training announcement to indicate their interest.

After receipt of employee interest, the Director or designee will meet with the President, IBPO Local 358 or designee, and discuss the training opportunity.

The Director and President or designee, will identify their needs regarding who should be selected for the subject training. The following criteria will be considered during this discussion:

Seniority;
Minimum manning and shift requirements;
The training needs of junior employees;
Training identified in Individual Development Plans;
Cost; and
Voluntary or forced participation.

After consideration of issues raised during the paragraph 5.c. discussion, the Director, in consultation with the appropriate supervisor, retains the authority to make the selection.

Effective 7 March 2005

ARTICLE 16
EQUAL EMPLOYMENT OPPORTUNITY

The Parties agree to cooperate in providing equal opportunity for all persons and to prohibit discrimination based on age, sex, race, religion, color, national origin, non-disqualifying physical or mental handicap, marital status, or Union membership.

ARTICLE 17
DETAILS

Section 1. A detail is the temporary assignment of an employee to a different position or set of duties for a specified period of time without a change in pay status. Technically, a position is not filled by a detail since the employee remains the incumbent of their position of record. Employees will be informed of the reasons for and conditions of a detail, to include the length of time involved and the duties to be performed. The necessity to fill a detail by competitive procedures will be determined as required by prevailing regulations.

Section 2. Details of more than 30 days will be made a matter of record in the employee's Official Personnel Folder (OPF) by means of a qualification update. The employee is responsible for providing a qualification update outlining the experience gained on the detail, obtaining supervisory certification if appropriate, and submitting it through channels to the Civilian Personnel Advisory Center for transmittal to the Civilian Personnel Operations Center for inclusion into the OPF.

ARTICLE 18
PROMOTIONS

Section 1. Promotions to positions within the bargaining unit will comply with the provisions of law and governing personnel regulations, including the local merit promotion plan.

Section 2. The Employer shall utilize, to the maximum extent, the skills and talents of the employees. When filling vacant bargaining unit positions, consideration will be given to bargaining unit employees who apply, consistent with provisions of the local merit promotion plan. However, the Employer retains the option of filling such positions by repromotion or by methods other than promotion such as appointment, reinstatement, or reassignment.

Section 3. Applicants who file for consideration under merit promotion procedures will be informed, in writing, of the results of their application.

Section 4. Upon request, the selecting official will advise unsuccessful best-qualified candidates of the reasons for the selection made.

Section 5. If an employee fails to receive proper consideration in a promotion action, and the erroneous promotion is allowed to stand, the employee will be given priority consideration for the next appropriate vacancy in accordance with provisions of the local merit promotion plan.

Section 6. Complaints related to this Article will be processed under the negotiated grievance procedure. Complaints based solely on non-selection from a referral list of properly ranked and certified candidates for promotion may not be grieved or arbitrated. When processing a formal grievance under this Article, the Employer will provide access to information used in the rating and ranking process, when requested by the grievant and in compliance with the provisions of the applicable laws and regulations to include the Freedom of Information Act and the Privacy Act.

ARTICLE 19
CLASSIFICATION AND WAGEADMINISTRATION

Section 1. Employees shall be furnished a copy of their official job description and may discuss its contents with their supervisor at any time.

Section 2. An official job description shall contain all of the principal duties that may affect the classification, grade, title, or series of the job. Employees who allege inequities in the classification of their job may be assisted by a Union representative or a representative of their choosing in discussing the matter with their supervisor or with representatives of the Civilian Personnel Advisory Center; in reviewing appropriate classification standards; and in obtaining information on complaint and appeal rights and procedures. Employees shall be free to appeal the classification of their position without fear of reprisal or prejudice.

Section 3. The Employer will inform the Union before implementing new or revised position classification standards that will adversely affect the classification of positions in the Unit. Upon request, position classification standards will be made available for review.

Section 4. Hazard pay is authorized for employees who are subject to physical hardship or hazards not usually involved in carrying out the duties of their position. Hazard pay is not authorized for positions that have been classified with the physical hardship or hazard taken into account during the classification of the position. If authorized, the pay differential may not exceed an amount equal to 25 percent of the rate of basic pay applicable to the employee. Hazard pay *is* only paid for actual exposure to hazards or hardships. The Employer will make the determination as to whether hazard pay should be authorized and approved.

Section 5. The term used in a position description, "performs other duties as assigned", means tasks normally and reasonably related to the employee's position. In this regard, employees assigned to a motor patrol will perform operational inspections of their assigned vehicles in accordance with applicable regulations. This includes changing tires and installing snow chains when personnel who would normally perform those tasks are not available. Coveralls and assistance will be provided if necessary.

ARTICLE 20
PERSONNEL RECORDS

Section 1. The Official Personnel Folder (OPF) contains employee records documenting their federal service. OPF's may be reviewed by and used to furnish information to supervisors, managers, and other officials whose duties require access to the OPF's.

Section 2. In accordance with applicable regulations, employees and/or their designated representative may review any document contained in the employee's Official Personnel Folder. The employee must provide written authorization in order for a representative to have access to the employee's OPF. When requested, an employee will be provided an initial copy of an OPF document at no cost. Costs may be assessed for additional copies in accordance with the Privacy Act.

Section 3. No OPF record will be used as the basis for a disciplinary action if it has not been disclosed to the employee. Except as provided by applicable regulation, no record that may reflect unfavorably upon an employee's character or career will be placed in the OPF without the employee's knowledge.

Section 4. If a law, rule, regulation, or policy is used as a basis to deny an employee or their designated representative access to certain records, files, or documents, upon request, the employee and/or their designated representative will be informed of the proper procedure to use to attempt to gain access to the prohibited record.

Section 5. Only documents authorized by the Office of Personnel Management (OPM) will be maintained in the employee's Official Personnel Folder.

Section 6. If a supervisor maintains some form of personal record on each of their employees, the employee will be given an opportunity to initial favorable and unfavorable comments. Unfavorable entries will be removed in accordance with the LEADR 690-1. Employees have the right to review this record at any time and be provided a copy, if requested.

ARTICLE 21
EMPLOYEE LIABILITY

Section 1. When a Unit employee is involved in the loss, damage or destruction of government property, the employee may be financially liable under applicable regulations.

Section 2. When a Unit employee is held financially responsible for the loss, damage, or destruction of government property, based on a final report of survey, the employee may appeal that determination in accordance with applicable regulations.

Section 3. Any indebtedness to the Agency will be handled in accordance with 5 USC 5514 and applicable regulations. The employee is entitled to and may request Union representation in these proceedings.

ARTICLE 22
CIVIC RESPONSIBILITIES

Section 1. Administrative leave for voting will not be granted when the employee's voting residence is within commuting distance of his work site and the polls are open at least three hours before or after the employee's tour of duty begins or ends. However, if the employee's voting place is beyond commuting distance of the depot, and voting by absentee ballot is not permitted, the employee may be excused from duty without charge to leave to travel to the polls to vote. If approved, excused time may not exceed eight hours.

Section 2. It is the civic responsibility of all employees to respond to calls for jury duty and other court services. Employees may be granted court leave as a witness in connection with a judicial proceeding in which the federal, state, or local government is a party; and for jury duty.

ARTICLE 23
VOLUNTARY ALLOTMENT OF UNION DUES

Section 1. The Employer, through the Defense Finance and Accounting Service (DFAS), shall deduct dues from the pay of all eligible employees who voluntarily authorize the deductions and who are employed within the Unit.

Section 2. The Standard Form (SF) 1187 is the form used to authorize the voluntary deduction of Union dues from an employee's pay. The SF 1188 is the form used to cancel the deduction of Union dues from an employee's pay. These forms may be obtained on the Internet. The Employer will provide the Union an Internet website to access these forms. The Union is responsible for obtaining the forms and providing them to their members or prospective members, upon request. The Union will certify the amount of dues to be withheld from their member's pay.

Section 3. Union dues shall be deducted from the employee's pay each pay period when the following conditions are met:

- a. The employee's earnings are regularly sufficient to cover the amount of the deduction.
- b. The employee has voluntarily authorized the deduction on an SF 1187.
- c. The completed SF 1187 has been provided to the Employer's Customer Service Representative in a timely manner by the Union Treasurer or the Union President.

Section 4. The SF 1187 may be submitted to the Employer's Customer Service Representative at any time. The deduction of dues shall begin with the first full pay period which begins on or after receipt of the SF 1187 by the Employer's customer Service Representative.

Section 5. The amount of Union dues to be deducted each biweekly pay period shall remain as certified on the original SF 1187 until a change in the amount of dues is certified by the Union Treasurer or President and this certification is transmitted through the Employer's Customer Service Representative to DFAS in a timely manner. The change shall begin with the first full pay period after receipt of the certification by the DFAS or at a later date if requested by the Union. These changes shall not be made more than twice in a 12 month period.

Section 6. An employee's voluntary deduction of Union dues shall be terminated at the start of the first full pay period following the pay period in which any of the following occur:

- a. Loss of exclusive recognition by the Union.
- b. Separation of an employee from the Unit.
- c. Receipt by the Employer of notice from the Union that the employee

has been suspended or expelled from the Union.

- d. Beginning with the first full pay period of terminal sick leave preceding retirement.

Section 7. An employee's voluntary deduction of Union dues may be cancelled when the employee submits a properly completed original and duplicate SF 1188 to the Employer's Customer Service Representative. During the first year of membership, an employee may cancel their dues one year from the date they first signed their SF 1187 authorizing dues withholding. This cancellation will take effect with the first full pay period after the date on the SF 1187. After the first year, an employee may cancel their dues withholding by submitting a properly completed SF 1188 to the Employer's Customer Service Representative by 1 March. That office shall promptly forward a copy to the Union. A termination of allotment under this section shall be effective with the first full pay period beginning on or after 1 March provided the revocation is received by the Employer's Customer Service Representative by 1 March. The Union will provide the SF 1188 to employees, when requested.

Section 8. The DFAS or the Employer's Customer Service Representative, as specified, shall provide the Union all of the following promptly after each payday:

- a. A list of employees on voluntary dues deductions. This list shall contain the name of each IBPO Local 358 member; the amount of their deduction; the total amount of deductions for the pay period; and the total number of employees for whom deductions were made. The Employer's Customer Service Representative will provide a list of new enrollees; employees with no deductions and the reasons why; and employee deletions and the reasons why. This list will contain the employee names and social security numbers.
- b. A check drawn on the Treasury of the United States, or by electronic transfer, for the amount of deductions withheld for IBPO Local 358 members payable to:

**Comptroller Fiscal Office
International Brotherhood of Police Officers
159 Burgin Parkway Quincy, MA 02169-4213**

Section 9. These services will be provided at no cost to the Union or employee.

ARTICLE 24
UNION SERVICES

Section 1. The Union will be provided suitable office space and furniture as available and mutually agreed upon in accordance with applicable regulations. The Union is responsible for maintaining the space and furnishings in a clean, secure condition and for restricting its use to the performance of authorized representational functions. The Employer reserves the right to withdraw such space upon 15 days advance notice if the Employer determines that the space is needed for mission requirements.

Section 2. The Union may use the Police Barracks to conduct internal union business. The employees involved in this activity must be in a non-duty status and the activities will not conflict with the mission of the Employer.

Section 3. The unofficial bulletin boards located in the Police Barracks may be used exclusively by the Union. The Union may freely post material on these bulletin boards; however, the Union will not post material that is libelous, vulgar, derogatory, or inflammatory.

Section 4. Union representatives may use Government telephones for on-depot telephone calls for authorized Union business. The President or Vice-President may make long distance calls within the Continental United States of 15 minutes or less for authorized union business. These calls may not total more than 2 hours in a calendar year. The Director of Law Enforcement and Security may approve additional time.

ARTICLE 25
DISCIPLINARY ACTION

Section 1. A disciplinary action is taken to correct an employee's conduct. Included are oral reprimands, written reprimands, suspensions and removals. Disciplinary action will only be taken for just cause and will be in accordance with applicable regulations.

Section 2. Employees will be treated respectfully. The disciplinary process will not be used to embarrass or demean the employee in front of their peers or the public. Discipline and counseling will be done in a private setting with the object of preserving the employee's dignity.

Section 3. The Union shall be given the opportunity to be represented at any examination of a Unit employee by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against that employee, and the employee requests representation

Section 4. If a disciplinary action is taken against a Unit employee, the employee is responsible for requesting Union representation.

Section 5. The Employer will advise Unit employees of their right to grieve or appeal disciplinary actions in accordance with Article 26 of this Agreement.

Section 6. When the Employer is considering the penalty for a disciplinary action, the freshness and severity of previous offenses will be considered.

ARTICLE 26
GRIEVANCE PROCEDURE

Section 1. This procedure will be used by the Employer, the Union, and Unit employees for the prompt and equitable resolution of grievances covered by this Agreement. However, Unit employees have sole discretion to use this grievance procedure or an appellate procedure for certain adverse actions as defined in Section 3. Once made, the choice of procedure is irrevocable. A grievance means any complaint by any employee or the Union concerning any matter relating to the employment of the employee and grievances by an employee, the Union or the Employer concerning (a) the effects or interpretation, or a claim of breach, of this Agreement and (b) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 2. Excluded from this procedure are the following subjects which are covered by a statutory appeals procedure: grievances concerning Equal Employment Opportunity (EEO) complaints; suspensions or removal for national security reasons; any claimed violation of rules on prohibited political activities; retirement, life insurance, or health insurance issues; examination, appointment, and certification decisions; or classification of any position which does not result in the reduction in grade or-pay.

Section 3. An employee must use this grievance procedure for disciplinary actions ranging from oral reprimands to suspensions of fourteen calendar days or less. An employee may use this grievance procedure or a statutory appeals procedure for suspensions of more than fourteen calendar days; removal; reduction in grade; furloughs of 30 days or less; removal or reduction in grade based on unacceptable performance; or an alleged 5 USC 7302(b) prohibited personnel practice. An employee may not use both procedures. An employee shall have made their choice when they either file a timely appeal under the appellate procedure or file a timely, written grievance under the provisions of this Article.

Section 4. Questions that cannot be resolved by the Parties concerning whether an issue may be grieved under this Article will be referred to Arbitration as a threshold issue. The arbitrator will be requested to render a bench decision on the threshold issue. If the arbitrator determines the issue is grievable, the arbitration will continue on the grievable issue.

Section 5. Employees in the Unit may be represented only by the Union, or by a person approved by the union, when filing a grievance under this procedure. However, an employee or group of employees may present a grievance directly to the appropriate supervisor and have it adjusted without the intervention of the Union; as long as the adjustment is consistent with the terms of this Agreement, the Union has been given an opportunity to be present during the grievance proceeding, and the

Union is informed of the grievance decision. The Union will be provided a copy of the decision, if requested.

Section 6. The Employer and Union recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employees and is consistent with the principles of good management. To accomplish this, every effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 7. Grievances concerning working conditions within the Employer's control, or the application of personnel policies, practices, or procedures will be initiated within 10 calendar days of the act or specific incident giving rise to the grievance. Grievances involving continuing conditions may be presented at any time.

Section 8. Except as provided in Section 3, an employee grievance covered by this procedure will be handled in the following manner:

~~Step 1. The employee, with or without Union representation (in accordance with Section 5), shall present an oral or written grievance to their immediate supervisor. The employee must state that the issue being addressed is a Step 1 grievance and provide a requested remedy. The supervisor will provide an in kind oral or written decision to the employee within 10 calendar days.~~

~~Step 2. If the employee is not satisfied with the Step 1 decision, a written grievance and any supporting documentation will be presented to the Director of Law Enforcement and Security within 15 calendar days after receipt of the Step 1 decision. The Director may or may not meet with interested parties. The Director or designee will render a written decision within 15 calendar days.~~

~~Step 3. If the Step 2 decision is not acceptable, the Union may refer the written grievance, the Step 2 decision, and the same supporting documentation to the Commander within 15 calendar after receipt of the Step 2 decision. The Commander or designee may or may not meet with the interested parties. Interested parties include the grievant and a Union representative and at the Commander or designee's discretion, a representative from the CPAC and any employee who may have direct knowledge of the grievance issues. The Commander or designee will render a written decision within 20 calendar days after receipt of the Step 3 grievance.~~

~~Step 4. If the Commander's decision does not resolve the grievance it may be referred to arbitration under the provisions of Article 27. The Union will advise the Commander when arbitration is involved.~~

Section 9. Grievances over written reprimands, suspensions and removals will begin at Step 2 of the above procedure.

Section 10. A Union grievance (defined as non-personal and concerning issues which have wide impact on the bargaining unit and involve the interpretation or application of this Agreement) will be processed in the following manner:

Step 1. The grievance will be submitted in writing to the Director within 10 calendar days after the incident causing the grievance, or within 10 calendar days after the Union becomes aware of the incident. The Director or designee will render a written decision within 10 calendar days.

Step 2. If the Step 1 decision is unacceptable, the Union may present the written grievance and the Step 1 decision to the commander within 15 calendar days after receipt of the Step 1 decision. The Commander or designee will render a written decision within 20 calendar days after receipt of the Step 2 grievance.

Step 3. If the step 2 decision does not resolve the grievance, it may be referred to arbitration under the provisions of Article 27. The Union will advise the Commander when arbitration is invoked.

Section 11. The Parties recognize that arbitration is expensive. Therefore, the Parties agree to use interest-based problem solving techniques and available alternative dispute resolution methods in an effort to resolve grievances before arbitration. Alternative dispute resolution methods include grievance mediation, issue resolution teams, command intervention, settlement discussions, etc.

Section 12. Employer grievances will be submitted in writing to the President of the Union. The Union President will provide a written response within 10 calendar days after receipt of the Employer's grievance. If the grievance is not resolved to the satisfaction of the Employer, the Employer may refer the grievance to arbitration under the provisions of Article 27.

Section 13. Grievance meetings or hearings will be held during duty hours. Employees and their representatives shall be given a reasonable amount of official time to prepare and present grievances and attend hearings.

Section 14. All time limits herein may be extended by the request of either party. If the Employer does not meet the Section 8, Step 3 or Section 10, Step 2 time frame, or request an extension of time, the employee may be given the remedy sought provided it is consistent with law, rule, or regulation. Failure of the employee or Union to observe the time limits herein shall constitute a basis for termination of the grievance by the Employer.

Section 15. Employees will perform all duties assigned by the shift supervisor or other appropriate authority (i.e., chain of command).

If the employee believes the assignment is improper, they may file a grievance after completing the assignment.

Section 16. The Employer will not accept or act upon any grievance from a bargaining unit member until the grievance is properly presented in accordance with this grievance procedure.

MEMORANDUM OF AGREEMENT BETWEEN DIRECTOR OF RISK MANAGEMENT AND INTERNATIONAL BROTHERHOOD, OF POLICE OFFICERS LOCAL 358

SUBJECT: Labor-Management Agreement Amendment (L-MA) - Grievance Procedure

1. Reference. Article 26, Section 8, Step 2 of the L-MA.
2. Purpose. The purpose of this agreement is to amend the negotiated grievance procedure to include the Chief of Police into the grievance procedure. The referenced procedure increases the grievance procedure steps from 4 to 5.
3. Scope. This agreement covers the bargaining unit described in Article 1 of the L-MA.
4. Understanding. The Steps of the Article 26, Section 8 grievance procedure are replaced with the following:

Step 1. The employee, with or without Union representation (in accordance with Section 5) shall present an oral or written grievance to their immediate supervisor. The employee must state that the issue being addressed is a Step 1 grievance and provide a requested remedy. The supervisor will provide an in kind oral or written decision to the employee within 10 calendar days.

Step 2. If the employee is not satisfied with the Step 1 decision, a written grievance and any supporting documentation will be presented to the Chief of Police within 15 calendar days after receipt of the Step 1 decision. The Chief of Police will meet with interested parties prior to rendering a written decision within 15 calendar days after receipt of the Step 2 grievance.

Step 3. If the employee is not satisfied with the Step 2 decision, a written grievance and any supporting documentation will be presented to the Director of Risk Management within 15 calendar days after receipt of the Step 2 decision. The Director may or may not meet with interested parties. The Director or designee will render a written decision within 15 calendar days of receipt of the Step 3 grievance.

Step 4. If the Step 3 decision is not acceptable, the Union may refer the written grievance, the Step 2 and 3 decisions, and the same supporting documentation to the Commander within 15 calendar days after receipt of the Step 3 decision. The Commander or designee may or may not meet with the interested parties. Interested parties include the grievant and a Union representative

and at the Commander or designee's discretion, a representative from the CPAC and any employee who may have direct knowledge of the grievance issues. The Commander or designee will render a written decision within 20 calendar days after receipt of the Step 4 grievance.

Step 5. If the Commander's decision does not resolve the grievance, it may be referred to arbitration under the provisions of Article 27. The Union will advise the Commander when arbitration is invoked.

5. Effective Date: 7 August 2008

ARTICLE 27
ARBITRATION

Section 1. Arbitration will be used to settle unresolved Article 26 grievances between the Employer, the Union or the employees. Only the Employer or the Union, may invoke arbitration. Either Party must refer a grievance to arbitration within 30 calendar days after receipt of the final grievance decision.

Section 2. The party invoking arbitration will request a list of five impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). When either party initiates this request, a copy of the request will be served on the other party. When the Union initiates the request, a copy of the request, the Step 2 grievance and decision will also be provided to the Commander.

Section 3. When the FMCS list of arbitrators is received, the Parties will attempt to mutually select one arbitrator. If the Parties cannot mutually agree on a selection, they will take turns striking an arbitrators name from the list until there is only one arbitrator remaining. The Employer will strike first. The remaining name shall be the selected arbitrator. The Party invoking arbitration will pay the FMCS filing fee. The Employer and the Union shall equally share the fees and expenses of the arbitrator.

Section 4. Even though arbitration is invoked, the Parties will continue seeking resolution of the grievance in accordance with Article 26, Section 11 (interest-based problem solving, etc.) in the interim and throughout the arbitration process.

Section 5. The arbitration hearing will be held at Letterkenny Army Depot during the regular day-shift hours of the basic workweek. The grievant, the Union representative, and employee witnesses who are on duty, shall be excused from duty and authorized reasonable amounts of official time to participate in the arbitration proceeding. Employee participants, if working a night shift, will be assigned to the day shift in order to permit their attendance and participation in the arbitration proceeding without loss of pay or leave.

Section 6. The arbitrator will be requested to render a decision no later than 30 days after the conclusion of the hearing. The arbitrator's authority shall be limited to the interpretation and definition of the explicit terms of this Agreement. The arbitrator shall have no authority to add to, modify, or delete any terms of this Agreement.

Section 7. The arbitrator's decision shall be binding on the Parties. However, either Party may file exceptions to the arbitrator's decision with the Federal Labor Relations Authority under regulations prescribed by the Authority. If no exception is filed, the arbitrator's decision and remedy shall be effected promptly.

ARTICLE 28
GENERAL PROVISIONS

Section 1. Unit employees may report alleged verbal harassment by Depot employees to their supervisor. The alleged harassment must have resulted from the Unit employee's performance of official duties. If the Unit employee provides a written complaint to their supervisor, it will be referred to the DLES for consideration and action. The DLES will provide the Union and employee written notice if action is taken as a result of the complaint.

Section 2. When requested by the employee, the Employer will advise the employee of their work assignment for the next regularly scheduled workday. Such requests may not be made earlier than 24 hours in advance of the regularly scheduled tour. Identified work assignments are subject to change by the Employer based on operational or emergency requirements. Operational requirements include, but are not limited to, those caused by absenteeism.

Section 3. An employee may be granted compensatory time off for religious observances in accordance with prevailing regulations.

Section 4. The Employer will designate available parking areas for Unit employees as close to the Police Barracks as practical, consistent with established policies of the Employer and higher authority.

Section 5. Employee requirements for standards of conduct, discipline and job performance are set forth in LEADR 690-1, DLES Work Instructions, and applicable law, rule or regulation.

Section 6. The Employer will notify the Union of any pending reduction-in-force (RIF) that may adversely affect Unit employees. Such notice will include the reasons for the RIF and the number, types and grades of positions affected. This information will be provided to the Union prior to the issuance of RIF notices to employees. The Union has the right to request impact and implementation bargaining.

Section 7. Within a reasonable time after the approval date of this Agreement, the Employer will print and distribute copies of the Agreement to all bargaining unit employees at no cost to the Union or employees.

Section 8. The Employer will provide each new unit employee with the following:

- a. A copy of a current Labor-Management Agreement and
- b. A current list of IBPO Local 358 stewards and officers.

A Union official will be given a reasonable amount of official time to address new unit employees as part of their orientation. The Union presentation will be brief and will not be used for the solicitation of membership.

Section 9. Change is inevitable in the federal government; there may be occasions where reorganization will change organizational structure and functions. Where specific names or titles used in this Agreement change, for whatever reason, it is understood that the new name or title corresponds to the previous name or title as used in this Agreement, for example, the Chief, Civilian Personnel Advisory Center (CPAC) used to be known as the Civilian Personnel Officer (CPO). Where it is not clear how name or function changes affect the terms of this Agreement, the Chief, CPAC and the President of the Union will resolve the issues

ARTICLE 29
EFFECTIVE DATE AND TERM

Section 1. This Agreement as executed by the Parties shall remain in full force and effect for a period of three years from date of approval. After that, this Agreement shall be automatically extended each year unless either Party notifies the other Party, in writing, not more than 105 calendar days nor less than 60 calendar days prior to the expiration date of the Agreement of either Party's desire to terminate or renegotiate this Agreement.

Section 2. A request for amendment by either Party shall be in writing and shall state the specific article, section and subject matter to be considered. The Parties will meet within thirty calendar days after receipt of such request to negotiate the amendment. Such amendments shall be effective only when approved in the same manner as this Agreement.

The Parties have executed this Agreement on 6 November 2001.

NEGOTIATION COMMITTEE

Signed By:

FOR THE EMPLOYER:

Director of Law Enforcement and Security;
Labor Relations Specialist

FOR THE UNION:

President, IBPO Local 358
Vice-President, IBPO Local 358

Under Authority delegated by the Secretary of the Army, this Agreement is executed for the Department of the Army.

Signed By: Colonel, U.S. Army, Commanding

APPROVED: DoD, DCPMS Memorandum, Dated: 7 November 2001

SIDE-BAR AGREEMENT

This side-bar agreement amends the Labor-Management Agreement (L-MA) between the International Brotherhood of Police Officers Local 358 and Letterkenny Army Depot at Article 10, Section 3, Annual Leave.

Section 3. Delete current L-MA language.

Replace L-MA language with the following:

Annual leave for the first week of Pennsylvania state "buck" and "doe" deer hunting season will be awarded based on a drawing conducted by the Director of Risk Management, two designated union representatives and one neutral person from outside the directorate. The drawing will be held in building 2 during the first week of October (time and date as deemed appropriate by the persons conducting the drawing). To be included in the drawing all persons will be required to show their current Pennsylvania state-hunting license. All lists of hunters will be turned in one week prior to the drawing. Once an individual's name is drawn, they will not compete in the drawing for subsequent days until all other names are drawn. Drawn days that are cancelled will be drawn again. Day for day trades is acceptable.

Dated: August 12, 2003