

COLLECTIVE BARGAINING AGREEMENT



BETWEEN

**the Bureau of Engraving and Printing
and
the Fraternal Order of Police (F.O.P)
District of Columbia Lodge No. 1**

**March 30, 2016
(FINAL COPY*)**

**** This is a preliminary copy of the contract. This contract will be printed as a booklet and distributed upon completion.***

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PREAMBLE

The Parties of this Agreement recognize that the Federal Service Labor-Management Relations (FSLMR) Statute which governs labor-management relations within the Bureau of Engraving and Printing is intended and designed to safeguard the public interest and contribute to the effective conduct of public business. Consistent with the FSLMR Statute and the intent of Congress, the purpose of this Agreement is to:

- contribute to the efficient and effective accomplishment of the mission of the Bureau of Engraving and Printing Police Force to provide protective operations and law enforcement services for the Bureau of Engraving and Printing;
- promote well-being of Bureau of Engraving and Printing officers and their participation, through their chosen Union representatives, in matters that affect their conditions of employment; and
- facilitate and encourage the amicable settlement of disputes involving conditions of employment that may arise during the life of this Agreement.

The Parties further recognize that the purpose of the FSLMR Statute and this Agreement will best be accomplished through a constructive and cooperative labor-management relationship. The Parties are committed to building and maintaining such a relationship at all levels of the Bureau through the provisions and administration of this Agreement and other mutual efforts. Therefore, this Agreement is entered into for the benefit of the Bureau and the bargaining unit employees described herein.

ARTICLE 1

PARTIES TO THE AGREEMENT

Section 01.01 Parties

This Agreement is made between the Fraternal Order of Police, D.C. Lodge 1/Bureau of Engraving and Printing Labor Committee (hereinafter the "Union" or "FOP") and the Bureau of Engraving and Printing (hereinafter the "Bureau" or "Employer" or "BEP"), Washington, D.C. The Employer and the Union are collectively referred to as the "Parties."

Section 01.02 Exclusive Recognition

The Bureau recognizes the FOP as the exclusive bargaining representative of all Police Officers and Corporals employed by the Bureau of Engraving and Printing, Washington, D.C. excluding all management officials, supervisors, and professional employees.

The Union recognizes its responsibility as the exclusive representative to represent the interests of all officers in the bargaining unit without discrimination and without regard to Union membership status.

If the bargaining unit described in this section is amended to include other employees, the status of these employees will be determined by the Federal Labor Relations Authority.

Section 01.03 Employees/Officers

As used in this agreement the term "employee(s)" or officer(s) refers to all Police Officers and Corporals of the police force.

Section 01.04 Employer

For purposes of this agreement, the term "Employer" is identified as any element of the Bureau 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.

Section 01.06

Calendar Days

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

ARTICLE 2

EMPLOYER RIGHTS

Section 02.01

Statutory Rights

In accordance with the provisions contained in 5 U.S.C. 7106, Management’s Rights:

.01 Subject to section .02 of this Article, nothing in this chapter shall affect the authority of any management official of the Bureau —

.1 to determine the mission, budget, organization, number of employees, and internal security practices of the Bureau; and

.2 in accordance with applicable laws, rules and regulations:

(A) to hire, assign, direct, layoff, and retain employees in the Bureau, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(B) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Bureau operations shall be conducted;

(C) with respect to filling positions, to make selections for appointments from-

(i) among properly ranked and certified candidates for promotion; or

(ii) any other appropriate source; and

(D) to take whatever actions may be necessary to carry out the Bureau’s mission during emergencies.

Section 02.02

Exceptions

Nothing in this section shall preclude the Bureau and any labor organization from negotiating:

.01 at the election of the Bureau, 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 Bureau 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 regulations.

Section 03.02 Valid Exception

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

Section 03.03 Future Bargaining

The Parties agree that this Agreement will not foreclose future bargaining over specific changes by the Employer to the extent permitted by law.

ARTICLE 4

UNION REPRESENTATION

Section 04.01 Union Representatives

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

- .01 Labor Committee Chairman
- .02 1st and 2nd Vice-Chairman
- .03 Secretary
- .04 Treasurer

- .05 Chief Shop Steward
- .06 1 Shop Steward for each shift, and 2 alternates who act in the absence of a Steward.

Section 04.02 Union Representatives Names

Upon notice by the Union, the Employer will post the names of the Union representatives in the Employer's squad rooms. The Chairman, First Vice Chairman, and Second Vice Chairman will be assigned to the day shift for continuity of operations. The Union will be responsible for advising the Employer of any changes in the listing.

Section 04.03 List of Union Representatives

The FOP will maintain on a current basis, and provide to the labor-management relations office annually, a written list of all individuals who are officers or representatives of the FOP and authorized to act on behalf of the Union.

Section 04.04 Authorized Representatives

The Union representatives specified in section 04.01 of this Article are the only individuals authorized to represent the FOP in dealing with Bureau officials. Only the FOP Labor Committee Chairman, Vice-Chairmen, Secretary/Treasurer and/or the Chief Steward are authorized to deal directly with Bureau officials above the third line supervisor level (i.e. Captain and above).

Section 04.05 Committees

Workload permitting, the Union is entitled to have a member on all committees, councils and task forces in which bargaining unit employees are members, in the Bureau's Police Operations Division and which have as their principle purposes the consideration of matters affecting personnel policies, practices or general conditions of employment. The Chairman, or his designee, will sit on the Joint Labor Council. Any decision made by the Joint Labor Council is non-binding on the Union.

Section 04.06 Non-Employee Union Officers/Representatives

Officers of the Union, National and Local Officials of the FOP and other duly designated representatives of the Union who are not duty status employees of the Bureau will be admitted to the Bureau upon advance request for the purpose of meeting with representatives of the Bureau at a mutually agreed upon time during working hours. Such visits will be governed by the Bureau's security and other pertinent regulations.

Section 04.07

Reassignment of Union Stewards

The Bureau agrees that when it is necessary to reassign a Union representative/shop steward from one watch to another for a period of more than two weeks or a permanent transfer, 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 shop steward for that watch. In emergency situations, the Bureau will notify the Union as soon as possible.

ARTICLE 5

UNION RIGHTS

Section 05.01

Bureau Rules, Regulations and Directives

The Bureau will provide the Union with one (1) copy of all directives (including updates), and future special announcements which relate to personnel policies, practices, or conditions of employment. The Bureau further agrees to provide the Union with one (1) copy of the Bureau police general orders to include updates and revisions.

Section 05.02

New Employees

.01 All new officers within the bargaining unit will be informed that the FOP is the exclusive representative of the employees within the bargaining unit.

.02 Representatives of the FOP have the right to participate as speakers in orientation sessions for new bargaining unit employees. If the employee(s) will not be included in a group orientation, the FOP will be afforded a reasonable amount of time to speak with the employee(s) during the basic training phase.

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 Bureau and one or more bargaining unit employees concerning any grievance or any personnel policy or practices or other general conditions of employment; or

.02 any examination of an employee in the unit by a representative of the Bureau in connection with an investigation if:

.1 the employee reasonably believes that the examination may result in disciplinary action; and

.2 the employee requests representation.

ARTICLE 6

FACILITIES, EQUIPMENT AND SERVICES

Section 06.01 Conference Space

If space is available, 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. It is agreed and understood that functions relating to internal Union business will take place during non-work hours. Normally, the request for space will be made at least five (5) workdays prior to the date desired. Subject to supervisory approval, on-duty employees may be allowed to attend Union meetings, provided (a) they are available for immediate recall, and (b) it does not interfere with the fulfillment of mission requirements.

Within thirty days of the effective date of this Agreement, the Bureau will provide the Union with an office equipped with a computer, a printer, a telephone, two or more desks, and four or more chairs. The Bureau retains the right to reclaim that office space in order to carry out renovations or to satisfy other Bureau space needs. In the event that the Bureau finds it necessary to reclaim that office space, the Bureau will make reasonable efforts to obtain and provide the Union with alternate office space.

Section 06.02 Bulletin Boards

The Employer will provide secured bulletin boards for the posting of Union material. The bulletin boards will be located in the following locations:

1. Police Operations Center;
2. Locker rooms for TR 6-7-8 employees;
3. Break Rooms;
4. Roll Call Rooms.

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's chair 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, either party will initiate a grievance in accordance with [Article 50](#) and, if necessary, may submit the matter to arbitration as provided for in [Article 51](#) of this Agreement.

The intent of this provision is to discourage material which disparages an individual based on race, color, religion, national origin, sex, age, mental or physical disability, sexual orientation, parental status, or protected genetic information. Moreover, the parties discussed and agreed that Union use of Bureau material which suggests or

implies that the content is sponsored or endorsed by the Bureau is unacceptable. This section is not intended to limit the Union's or bargaining unit's first amendment rights or its rights to comment on matters of public concern. Lastly, material which appears in a publication of general circulation and which is posted on the union bulletin board is not restricted by this provision.

Section 06.03 **Break Rooms**

The Bureau will provide adequate break rooms in all buildings where bargaining unit employees currently work which will be cleaned on a regular basis. The Parties agree to negotiate over any break rooms established at any new facility opened by the Employer in the future. The Parties agree that the break room is generally to be used to allow the bargaining unit employees to relax and as a brief retreat from the employees' daily duties. Personnel actions, counseling, letters of reprimand, etc., should normally be performed while the employee is on regular duty and not on break. A break room for officers will provide space for a refrigerator, television, microwave oven, sink, furniture, and bottled water. However, the purchase of bottled water, refrigerator, television, microwave oven, or similar items will be the responsibility of the employees and not the Bureau; the Bureau shall not be responsible for purchasing or replacing such items. The break room will be maintained by the Bureau and will be reasonably free from dirt and debris. In those instances where construction or renovation in proximity to such facilities results in an increase in dirt, dust or debris, the Bureau will take reasonable steps to minimize the impact of construction or renovation activities.

Section 06.04 **Telephones**

Bargaining unit employees will be given reasonable access to Bureau telephones for brief local calls. Emergency calls which require additional time will be handled on a case-by-case basis.

Section 06.05 **Parking Spaces**

Parking for Unit employees will be governed by the requirements of the Bureau Parking Policy. Prior to making changes in the Bureau's current Parking Program, the Bureau will provide the Union with notice and an opportunity to bargain over the impact and implementation of such changes.

In the event the FOP requires a parking space for a visitor, such request for parking should be made to the appropriate Bureau official as soon as possible but in no event later than 24 hours in advance of the need. The Bureau will accommodate such requests to the extent space is available.

Section 06.06 **Distribution of Union Material**

The Bureau agrees to provide officers with personal mail slots. The Union has the right to use the Bureau's mail distribution system to transmit documents to

management. The Union or any of its representatives may distribute material to officers in non-work areas during non-work time.

Section 06.07 **Design/Construction Changes**

Section 06.08 **Copies of the Agreement**

The Employer will reproduce this Agreement and will bear all related costs. The Employer will provide 100 copies of this Agreement to the Union for its use and copies to all bargaining unit members.

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 officers. Lockers will be capable of being locked and large enough to hold appropriate issued equipment, uniforms and reasonable personal items. Bargaining unit employees' locker(s) will not be searched except in accordance with law. Search of an officer's locker(s) will be conducted in the presence of the officer assigned the locker and/or a Union representative if the employee is not available, except where exigent or compelling circumstances dictate otherwise.

Section 07.02 **Inspection**

When the Employer desires to conduct an inspection of employee locker(s), to insure cleanliness and/or for health and safety reasons, Employees will be given an adequate time to clean the locker, prior to the inspection. A Union steward and/or Union official may be present for the inspection.

Section 07.03 **Seizure of Property**

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

Section 07.04 **Cleanliness of Locker Rooms/Showers**

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

ARTICLE 8

OFFICIAL TIME

Section 08.01 **Definition**

Official time is defined as duty time granted to a bargaining unit employee by the Bureau for one of the purposes permitted in section 08.02 and 08.03 of this agreement, without charge to leave or loss of pay when the employee would be in a duty status.

Official time may not be denied by the Bureau 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 Bureau can permit the employee to use official time.

The Bureau retains its right to assign supervisors to perform duties ordinarily performed by bargaining unit employees in order to alleviate staffing shortages caused by use of leave or official time.

Section 08.02 **Representational Functions**

Official time may be used for the following activities:

- .01 discuss complaints, grievances and appeals with officers and/or other Union Officials;
- .02 prepare and present grievances and appeals on behalf of officers;
- .03 attend meetings with supervisors and management officials to discuss grievances and appeals;
- .04 represent officers in grievance and appeal proceedings; and proceedings before the Federal Labor Relations Authority;
- .05 preparation time for completion of the U.S. Department of Labor, Labor Organization Annual Report, LM-3 form;

.06 meeting with member of Congress or their staff .

Section 08.03 Training of Union Representatives

The Union may request official time to attend training sessions relating to employee and labor relations. Such training may include matters within the scope of the Federal Labor Relations Statute, and rules and regulations issued thereunder, involving implementation of this Agreement and/or personnel policies, practices and/or working conditions.

Section 08.04 Official Time

For the first six months after the implementation of this agreement, the FOP chairman shall be provided a fixed schedule for four (4) hours of official time per week, to be scheduled on Thursdays.

At the conclusion of the six month period, the parties shall meet to mutually evaluate this arrangement. At that time, the parties shall decide whether to continue this agreement, adjust the number of hours per week, or negotiate other arrangements.

Union Chairman may, on a case by case basis:

- a. Request to move the bank of hours from Thursday to another day during a specific week; or
- b. Request additional time. In such circumstances, he/she should articulate the reason why additional time is needed.

Section 08.05 Accounting for Official Time

The use of official time for representational activity will be timely recorded on the employee's Time and Attendance form.

Official time shall not be authorized for conducting internal Union business.

Section 08.06 Requests for Official Time

Requests for official time will be made to the Shift Commander. In order for official time to be approved, the officer will be required to state the general nature of the problem or grievance and the length of time that he/she is requesting.

The representative will be relieved from post if workload requirements permit. The steward will report to his/her supervisor when he/she returns to his/her assigned duties. 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.

The determination of what constitutes a "reasonable amount of time" under this Article is to be discussed mutually between the employee and his/her supervisor prior to the employee's release under Section 08.06 of this Article, taking into account the need to balance the effective conduct of BEP'S business with the rights of employees to be represented in matters relating to their employment.

A factor to be considered by the parties in determining what constitutes a "reasonable amount of time" is the amount of time that is necessary to accomplish the specific task for which time is requested.

Except as provided elsewhere in [Article 11](#) (Changes in Conditions of Employment/Union-Initiated Mid-term Bargaining), [Article 48](#) (Arbitration), Weingarten Meetings, and matters involving administrative agencies such as the FLRA, MSPB, EEOC, etc. the Bureau shall not be required to change a Union Representative's shift in order for the Representative to utilize official time.

The intent of this provision is not to preclude the agency from changing a representative's shift but simply not to make the requirement mandatory.

Section 08.07 **Expeditious Use of Official Time**

The Union recognizes the unique nature of the Police mission in the Bureau 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 that such 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 08.08 **Appeal of Denial of Official Time**

If a request for official time is disapproved in whole or in part, the Union may seek review of the determination by a higher level official in the chain-of-command of the Division, and/or may designate another officer to represent the Union in the matter involved.

Section 08.09 **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.

Section 8.10

Right to Meet with Union Representative

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

However, an officer may be required to delay this meeting when operational requirements require that the officer remain on his/her post. Such delay will not be for an unreasonable amount of time.

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 Employee and Labor-Management Relations Division (ELMRD), Office of Human Resources (OHR), which will be responsible for submitting them to the appropriate office(s). The ELMRD will be the contact point for all matters concerning Union dues withholding.

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 have the appropriate section completed and signed by an authorized official of the Union who will forward it to ELMRD. 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 ELMRD in the event 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 ELMRD, provided the employee has had dues withholding for one (1) year. Upon receipt of the revocation form which has been properly completed and signed by an employee, the payroll office will discontinue the withholding of dues from the employee's pay effective the first full pay period after the employee's anniversary date.

There will be only one (1) revocation period each year. The revocation period for each employee will be during the ten (10) day period (to include the anniversary date) immediately preceding the effective date of the employee's dues withholding election. The ELMRD will notify the Union in writing of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

Section 09.06 Amount of Regular Dues

The amount of dues to be withheld under this Agreement will be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union if the amount of the regular dues has been changed as provided in Section .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 ELMRD, in writing and will certify to the Employer 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 Issuance of Dues Allotment Check

The issuance of a check for the total amount of dues deducted each pay period will be authorized by the appropriate payroll processing center. Funds will be deposited via electronic funds transfer payable to the Fraternal Order of Police, D.C. Lodge 1, Bureau of Engraving and Printing Labor Committee not later than ten (10) working days after the close of each pay period. With each transfer, the Employer will provide the Union with a list showing the names of each employee, the amount deducted for dues for each employee and the amount remitted by the accompanying electronic fund transfer. The Union will notify the ELMRD of any change in its bank or depositing information.

Section 09.09 **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 these actions occurs.

Section 09.10 **Special Assessment**

Dues deductions for the payment of special assessments under the terms and conditions contained in this Agreement are also authorized. A separate SF-1187 must be submitted to authorize such deduction.

Section 09.11 **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 Union would have received for the period of termination. In the event that an employee's dues are continued erroneously due to the action or inaction of the Employer, the Employer will be responsible for reimbursing the employee, consistent with this Article.

Section 09.12 **Erroneous Payments to the Union**

If the Employer makes an erroneous payment to the Union or employee, the Employer will correct the erroneous payment by billing the Union or employee directly within thirty (30) days from the payment date. After the Employer bills the Union or employee to correct an erroneous payment, the Union or employee will verify that the billing is correct and repay the erroneous payment to the Employer within thirty (30) days of being notified of the error. Nothing in this Section precludes the Union or employee from requesting a waiver of overpayment in accordance with any rule or regulation of the payroll processing center. Upon such request, any repayment will be held in abeyance pending a final decision.

Section 09.13 **Referrals**

The Employer will not refer former bargaining unit employees to the Union to obtain refunds for erroneously held dues.

Section 09.14 **Employee Responsibility**

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

pursue any such errors may void any claim for waiver of overpayment and may release the Employer and the Union from any obligation to reimburse the employee for dues withheld.

Section 09.15 Additional Allotments

In addition to the regular deductions for Union dues provided for by this agreement, the Bureau will permit employees to voluntarily designate an additional allotment to the Union from their pay provided they do not have the maximum of five allotments.

ARTICLE 10

LABOR COMMITTEE CHAIRMAN / CHIEF OF SECURITY MEETING

Section 10.01 Meeting

The Chief, Office of Security, or designee will meet with the FOP Labor Committee Chairman at least quarterly and more often if mutually agreeable, to discuss matters involving conditions of employment or other matters of interest to the Parties. If the Chief, Office of Security is unavailable, the meeting will be rescheduled to a mutually agreeable time. The meeting will be on official time. Matters concerning individual grievances may be discussed if mutually agreeable.

ARTICLE 11

**CHANGES IN CONDITIONS OF EMPLOYMENT /
UNION-INITIATED MIDTERM BARGAINING**

Section 11.01 Definitions

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 FOP have a mutual obligation to meet personally and confer in order to exchange information, opinions, and proposals on matters within the scope of discussion.

"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. No Memorandum of Understanding (MOU) is valid without the signature of the FOP Chairman, the Chief of Security, and Labor-Management Relations Division Manager, or designees.

Section 11.02

General

It is agreed that personnel policies, practices and matters affecting working conditions not specifically covered by this agreement will not be changed by the Employer without prior notice to and negotiation with the Union to the extent required by law. Prior to making changes in personnel policies, practices and matters which give rise to a duty to bargain, the Bureau will provide the Union with notice and an opportunity to bargain to the extent required by law, in accordance with the procedures set forth below.

Should the Employer propose a change described in Section 11.02, the Employer agrees to provide the Union with at least fourteen (14) days written and e-mail advance notice of the proposed change. The Union will have up to five (5) days from receipt of the notice to request a meeting concerning the change. If the Union requests a meeting, the meeting will normally be held within five (5) days of the Union's request and the Parties will review the proposed change(s). The Union will then have up to five (5) days to notify the Bureau in writing if it wishes to bargain. Should the FOP notify the Bureau that it wishes to bargain, the FOP will include written proposals at the time of its response. The Parties will meet at a mutually agreeable time and place to conduct negotiations. The Parties agree that every effort will be made to reach agreement as expeditiously as possible. If the Union does not request a meeting or submit written proposals within the prescribed time periods, the Employer may implement the change(s) as proposed.

Section 11.03

FMCS Assistance

If, after a good faith effort, the Parties are unable to reach an agreement, the Parties agree to seek the services of the Federal Mediation and Conciliation Service (FMCS) to resolve their differences. If assistance from FMCS is unsuccessful, the Parties agree to submit the dispute for resolution in accordance with the regulations of the Federal Service Impasses Panel. During this period, the Employer will maintain the status quo in accordance with the law, except in cases of an emergency as defined by 5 USC § 7106 (A).

Section 11.04

Negotiability Claim

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.

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 11.05

Mid-Term Proposals

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

When either Party receives a written proposal from the other Party, a meeting will be scheduled, if necessary, within fourteen (14) days to review the Party's proposals. The receiving Party may submit counterproposals within fourteen (14) days from the receipt of the proposals. The Parties will meet at a mutually agreeable time and place to conduct negotiations. If the Parties cannot reach agreement, the provisions of section 11.03 of this Article will apply.

Section 11.06

Union Representatives

The Union will be authorized an equal number of representatives as Management, for the conduct of negotiations under this Article. The Union representative(s) will be on official time during such negotiations. The time limits of this Article may be extended by mutual agreement of the Parties.

ARTICLE 12

NAMES OF EMPLOYEES AND COMMUNICATIONS

Section 12.01

Furnishing of Names

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

Section 12.02

Distribution of Union Information

The Bureau agrees to permit the Union to distribute to each bargaining unit employee annually a Union announcement card, notifying the employees of the Union's Executive Board representatives and that the Union is the exclusive bargaining representative and soliciting information from the employee so that the Union may provide maximum service to the employee.

ARTICLE 13

EMPLOYEE'S RIGHTS

Section 13.01 Statutory Rights

Each officer has the right to join, or assist the Union, or refrain from such activity, freely and without fear of penalty or reprisal, and each officer will be protected in the exercise of this right. Except as otherwise provided in 5 U.S.C. Ch. 71, such right includes 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 Treasury, the Director of the Bureau of Engraving and Printing, 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

All employees will be treated fairly and equitably in all aspects of personnel management, without regard to race, color, religion, national origin, sex, age, mental or physical disability, sexual orientation, parental status, or protected genetic information, and with proper regard and protection of their privacy and constitutional rights.

.01 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.

.02 The Bureau agrees to annually inform the employees of their rights under 5 U.S.C. 7114(a)(2)(B).

.03 The Bureau will make a reasonable effort to conduct discussions between supervisors and employees, other than run-of-the-mill work conversations, in private.

.04 If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Bureau has knowledge of and can control the situation.

.05 The Bureau 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 work place.

.06 An officer's decision to resign or retire will be made freely and in accordance with prevailing regulations.

.07 If an officer is facing removal or termination, the officer may resign, freely and in accordance with prevailing regulations, any time prior to the effective date. This does not preclude the Bureau, upon request of another agency, from releasing information contained in any investigative files, or from taking other action in accordance with OPM regulations and guidance.

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

.09 Upon request, the Bureau will provide retirement planning information to employees who are within five years of retirement eligibility. Such information may include, but is not limited to, retirement materials, health information, life and medical insurance counseling, elder care assistance, and legal services counseling.

Section 13.03 **Salary Payment**

The Bureau will make a reasonable effort to ensure that employees receive their salary payment on the established payday. Employees are responsible for reviewing their earnings and leave statements and notifying their supervisors, or the appropriate office, of any unexplained changes. The appropriate official will take the steps necessary to expedite payment.

Section 13.04 **Voluntary Activities**

The Parties agree that officer participation in the Combined Federal Campaign, Blood Donor Drives, Bond Campaigns and other worthy projects will be on a voluntary basis. Neither Party will 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 advantage or disadvantage employees.

Section 13.05 **Disclosures**

The Bureau will not disclose an officer's age, color, race, sex, religion, national origin, physical or mental disability, sexual orientation, parental status, protected genetic information, or dues-paying membership in the Union except as required by law and/or directives of competent authority to which the Bureau is subject.

Section 13.06 **Bureau 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 Office of Human Resources;

.03 Equal Employment Opportunity Counselors or Officers;

.04 a supervisor or management official of higher rank than the officer's immediate supervisor, utilizing the chain of command;

.05 Health Services Office;

.06 other official internal common service offices.

The officer will be required to state the general nature of the contact and the length of time that he/she is requesting. To the extent operational requirements permit, the officer may be released from duties to exercise this right. Employees have the responsibility to exercise their right judiciously and expeditiously. However, an officer may be requested to delay this contact when operational requirements require that the officer remain on his/her post. Such a request will not unreasonably be denied.

Section 13.07 **Financial Debts**

In the event of a dispute between an officer and a private individual or entity with respect to an alleged debt or financial obligation, where the debt has not been reduced to a judgment by a court of competent jurisdiction, the Bureau will neither act as an arbitrator nor will the Bureau take any action against an officer with respect to an alleged debt.

Section 13.08 **Personal Life**

The Bureau recognizes an officer's right of privacy with regard to conduct off-duty and off Bureau premises as long as there is not a nexus, as defined by applicable MSPB case law, between that conduct and the officer's continued suitability as a police officer. This section is not intended to preclude the Bureau from conducting a bona-fide suitability investigation.

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

The Employer will maintain only one (1) Official Personnel Folder (OPF) for each officer in the bargaining unit. The contents of the OPF will be secured, maintained and released as prescribed by established Bureau policy and this agreement. All provisions of this Article will apply to electronic as well as manual files. The OPF's 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 OPF's with relevant information regarding experience, education, training, etc., which might enhance their careers.

No derogatory material of any nature which might reflect adversely upon the officer's character or government career will be placed in the officer'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

The employee will have the opportunity to review any record in the OPF, any worksite file, or any information relied upon by the Employer prior to the issuance of a final decision.

Section 14.04

Review of the OPF

Each officer and/or designated representative who has been authorized in writing by the officer, and when not contrary to law to which the Employer is subject, has the right upon request to review his/her OPF.

Section 14.05

Worksite Files

In addition to the OPF, the Bureau maintains other files as a source of information relating to emergency addresses, record copies of appraisals, attendance, job performance, training, discipline, awards and other information pertinent for supervisory use. The officer will have the opportunity to review the material in these files upon request.

Worksite files are considered temporary records and should be disposed of one (1) year following the separation or reassignment of the officer. Employees have the right to update their worksite files with relevant information regarding experience, education, or training, etc. which might enhance their careers.

Section 14.06

Other Files

Except for supervisory notes, the Bureau will not maintain any secret files regarding an employee which are not shared with the employee.

Section 14.07 **Supervisory Notes**

A supervisor may retain “supervisory notes” which are records that contain notes on meetings; discussions with employees, managers, and the public; editorial comments; and/or historical events. These notes (files) are characterized by the fact that they are:

1. retained as a memory aid by the supervisor;
2. accessible to that supervisor only;
3. not divulged to the officer;
5. retained or discarded at the supervisor's discretion.

Section 14.08 **Subpoena**

In the event the Bureau is served with a subpoena for the production of an employee's records, prior to the release of the employee's records, the Bureau will notify the employee by providing a copy of the subpoena and the date on which the Bureau intends on producing the subpoenaed records.

If the employee moves to quash the subpoena prior to the date of release as described above, the employee will provide a copy of the Motion to Quash to the Bureau on the same date the employee or his counsel files a Motion to Quash the subpoena with a court of competent jurisdiction. Upon service of the employee's Motion to Quash, the Bureau will delay the release of the subpoenaed records until such time as a court of competent jurisdiction rules on the matter. The employee will list the Bureau as an entity to be served with a copy of the court's order. This section is not intended to apply to law enforcement investigations.

ARTICLE 15

POSITION DESCRIPTIONS

Section 15.01 **Providing Position Description**

Each employee will be given a job description of the position to which the employee is permanently assigned. The Bureau agrees that the position description for each position will accurately reflect the principle duties and responsibilities. The employee, however, may be required to perform other related duties as assigned.

When it becomes necessary to assign additional major duties and/or responsibilities of a recurring nature, the position description will be amended to reflect such duties. When the position description is amended, a copy will be provided to the employee. Prior to making a substantive change to a position description the Bureau will notify the Union.

Section 15.02 **Employee Review of Position Descriptions**

If an employee believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor. If the review by the supervisor does not resolve the employee's concern, the matter will be referred to next level supervisor for review and comments. The employee may grieve whether or not the position description accurately reflects the major duties of his/her position. The employee may file a classification appeal or request a desk audit to determine if his/her position is properly classified.

Section 15.03 **Duties Outside of Position Description**

An employee will not normally be required to perform major duties that do not have a reasonable relationship to his/her official position description.

Section 15.04 **Revision of Position Descriptions**

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

ARTICLE 16

PROMOTIONS WITHIN THE BARGAINING UNIT

Section 16.01 **Applicable Rules and Regulations**

Promotions will be made in accordance with applicable laws, regulations, Bureau's directives and policies, and this Agreement.

Section 16.02 **Announcements**

All promotion plan announcements, for bargaining unit positions, will be open for a minimum of fourteen (14) days in accordance with the Bureau's Personnel Manual Chapter 335, Promotion and Internal Placement. The Employer will make every reasonable effort to ensure that announcements are posted for the entire open period, and will be posted for a reasonable period of time. When the Employer desires to announce a bargaining unit position for a period less than fourteen (14) days, the Union will be provided the reasons for the shortened announcement period.

Section 16.03

Application Deadlines

All applications for promotion must be received by the office designated on the vacancy announcement no later than by the closing date on the vacancy announcement.

Applications on Federal government stationary or in Federal government envelopes will not be accepted.

Section 16.04

Priority Consideration

Priority consideration will be granted to a candidate in a competitive promotion action to which only bargaining unit employees may apply as a remedy for failure to receive proper consideration in a competitive promotion action. For the purposes of promotion actions only under this Article, priority consideration means that the employee alone must be given bona fide consideration by the selecting official before any other candidates are referred for the position to be filled. The employee is not to be considered in competition with other candidates and is not to be compared with other candidates.

Section 16.05

Information to Employees

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

.01 whether or not the employee was considered for the promotion and, if so, whether he/she was found eligible on the basis of the minimum qualification requirements for the position;

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

.03 any record of formal or informal supervisory appraisal of past performance used in considering the employee for promotion;

.04 who was selected for promotion;

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

ARTICLE 17

PERFORMANCE EVALUATION

Section 17.01 Performance Evaluation

The Parties agree that the present system used to evaluate officer's performance will continue to be used until such time as a new rating plan system is established.

Section 17.02 Performance Plans

The Union may submit suggestions regarding performance evaluation elements and standards, and will be afforded an opportunity to review any changes prior to issuance. Management retains the right to make all final determinations regarding performance plans. When changes to a performance plan give rise to a bargaining obligation, such an opportunity will be afforded. Performance Plans must be written so as to allow an employee to exceed all elements.

Section 17.03 Collateral Duties

Collateral Duties performed by employees during the rating period will be considered in the annual performance rating.

Section 17.04 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 an employee's 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 an employee's disability or medical problem, such as physical handicap, alcoholism or drug abuse.

.03 mention of initiation of, involvement in, or participation in Grievance or EEO 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 performances outside the rating period.

Section 17.05 Rebuttals and Grievances

An employee who disagrees with his or her performance appraisal should first discuss it with the rating and/or reviewing official when the report is being prepared. If these officials agree, a revision should be made in the appraisal.

.01 If the discussion with the rating and/or reviewing official or higher level manager or supervisor does not resolve the employee's objections, the employee may include a rebuttal in the "Rated Employee's Comments Section" of the performance appraisal form.

.02 A grievance may be filed under this Agreement concerning a completed performance appraisal only (a) if Management applied the established performance standards for that job element in violation of either an applicable law and/or regulation (for example, failure to timely provide a performance plan, or failure to timely provide a mid-year review) or a procedural requirement of this agreement; and (b) only if the violation adversely affected the rating.

ARTICLE 18

TRAINING AND DEVELOPMENT

Section 18.01 General

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

These materials and resources will be reviewed by Bureau police management for appropriateness, content, and applicability to Bureau police operations. The Bureau will encourage each officer to engage in self-education, self-training, and self-improvement programs. Any course catalogue maintained by the Bureau will be made available to assist employees in this effort.

On a case by case basis, the Bureau may provide official time for officers who are interested in attending free job related training outside of the Bureau. Requests for approval of such time must be submitted fourteen (14) days in advance, and approval may be subject to staffing requirements.

The Bureau may provide appropriate in-service training annually which will include CPR recertification, First Aid recertification, defensive tactics, handcuffing, and First Responder.

Section 18.02 Annual Discussion

The supervisor and officer will annually discuss the training needs of the individual that are consistent with the Bureau of Engraving and Printing and Police Force mission goals.

Section 18.03 Officer's 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. Officers are responsible for informing their supervisor of approved training schedules, so that their schedules can be adjusted to accommodate authorized training hours. If sent to a training instructor's course, an officer shall cooperate in training other employees. If officers train other officers, this fact shall be considered in their annual performance appraisal. If officers attend job related training on their own time outside of the Bureau, the records of such training shall be included in their training files, provided that the training is performed by a facility which is acceptable to the Employer (i.e. FLETC, Department of Agriculture, state police, etc.)

Section 18.04 Selection and Approval for Training

Selection and approval for training will be in a fair, impartial and nondiscriminatory manner. When training cannot be approved, the employee will be notified and provided with the reasons for disapproval within a reasonable amount of time.

ARTICLE 19

SENIORITY

Section 19.01 Overall Seniority

Overall seniority is computed on the basis of total time in grade at the Bureau of Engraving and Printing, Washington, D.C. Facility, as a series 0083 Police Officer.

Section 19.02 Ties in Seniority

Ties in seniority will be broken in the following manner:

.01 Time In-Grade;

.02 Total Years of Credited Federal Government Service;

.03 Lowest and last digit of the social security number; then second to last number, and so on.

ARTICLE 20

HOURS OF WORK AND OVERTIME

Section 20.01 Pre-Shift & Post-Shift Activities

Bargaining unit employees are entitled to be paid for all pre-shift and post-shift activity which is closely related to an employee's principal activities and is indispensable to the performance of the principal activities so long as the time spent in that activity is more than 10 minutes per daily tour of duty.

Section 20.02 Overtime Rate

Employees will be entitled to overtime at the rate of one-and-one-half times their hourly rate of pay for every hour worked beyond their basic work day or work week except as otherwise provided for by applicable laws rule or regulation. An employee will be compensated for regular overtime work in fifteen (15) minute increments.

Section 20.03 Compensatory Time

Bargaining unit employees will have the option of selecting overtime compensation in the form of cash or compensatory time when they are required to work beyond their basic work day or work week. If compensatory time is not used within the regulatory time limits, and the employee is entitled to payment for such time, it will be paid in accordance with applicable law, rule, and regulation.

Section 20.04 Overtime Requirements

Employees are required to work all overtime assigned unless:

- .01 specifically excused by the Agency;
- .02 or if a qualified replacement is willing to work;
- .03 or the employee has a valid medical excuse which precludes overtime work.

Section 20.05 Overtime Assignments

Overtime assignments will be distributed among the employees in each shift on as equitable a basis as possible to assure a balanced work force of qualified personnel. Supervisors will not assign overtime to employees as a reward or as a penalty.

Section 20.06

Tabulation of Overtime

The Agency will keep current the amount of overtime worked by each employee on each shift. The tabulation of such overtime will be posted on the bulletin board. The tabulation will be kept in alphabetical order and kept current on at least a bi-weekly basis.

Section 20.07

Overtime Procedure

The Bureau has determined that Voluntary Overtime will be distributed in the following manner:

.01 Each Company will maintain an alphabetical roster of all employees assigned to that Company, showing the overtime usage by each employee in the past fifteen (15) days.

.02 No later than one hour prior to roll call the Off-Going Company Supervisor will provide the On-Coming Company Supervisor with a list of volunteers from the Off-Going Company who wish to work. The list will include the number of hours that the individual is volunteering for (e.g., 3, 4, 8 etc.). Management will then select from this alphabetical list to fill the positions that require overtime. If the position to be filled is an 8 hour position and there are no volunteers for 8 hours, the Supervisor will fill the position with a volunteer who requested less than 8 hours. The remaining hours will be filled by soliciting volunteers from the next On-Coming Shift. If no one can be found to work the last part of the shift then the slot will be filled for 8 hours by utilizing the Mandatory Overtime procedures listed below. The On-Coming Supervisor will annotate in his/her Overtime Book indicating which employees worked the overtime.

Section 20.08

Pre-Scheduled Overtime

(when it is known at least 24 hours in advance that overtime will be required on a watch)

Supervisors will utilize Pre-Scheduling to the fullest extent possible. Pre-Scheduling will be distributed according to the high/low overtime use roster, and the following procedures:

.01 Request qualified volunteers from the Company that the overtime is needed.

.02 Request qualified volunteers from the off-going Company that are in off-duty status on the date the overtime is needed;

.03 Request qualified volunteers from the on-coming Company that are in off-duty status on the date the overtime is needed;

.04 Request qualified volunteers from the off-going Company that are working the date the overtime is needed.

prevents management from deciding whether an emergency is justifiable, or a personal situation unavoidable, or requesting certification pursuant to 5 CFR 630.405.

Section 20.13 Current Address/Numbers

All employees will provide the Employer with current telephone numbers and addresses for emergencies.

Section 20.14 Notice of Shift Change

Normally, on any shift change of a bargaining unit employee, the Bureau agrees to provide the employee with at least fourteen (14) days' notice of the change.

Section 20.15 Shift Opening

Once there is an opening on a particular shift, prior to assigning that shift to a bargaining unit employee, those qualified employees with the most seniority will be given the first opportunity to move to the available shift. No employee will be bumped from their shift in order to create an opening for another shift.

Section 20.16 Shift Change

The parties agree to implement a shift change at the Bureau under the following conditions:

.01 Between October 1st and October 31st, the union will provide a showing of interest of those officers who want to change shifts.

02. Between November 1st and November 30th, the Bureau will complete the necessary steps to implement the shift change.

03. Beginning the first pay period after January 1st, the Bureau will implement the shift change.

04. Shift change will occur every other year thereafter.

ARTICLE 21

BASIC WORKWEEK

Section 21.01

The basic workweek is forty (40) hours and shall consist of five, eight (8) work hour days within the seven day administrative workweek beginning on Sunday and

ending on Saturday. Employees will work in a full-duty status for an eight-hour tour of duty, exclusive of any overtime.

Section 21.02 Pre-Shift & Post-Shift Activities

If management requires an employee to engage in pre-shift and post-shift activities, the employee will be compensated in accordance with 5 CFR 551.42.

Section 21.03 Tours of Duty

The regular hours of work on each shift will be those hours currently in effect. The Bureau retains the right to make changes in the regular hours of work in existence at the time this agreement is approved. Prior to such changes, the Bureau will notify the Union of the changes. The Union may request to negotiate the impact and implementation of the changes.

The parties recognize that stability in work schedules is essential to the success of an employee and the success of the agency accomplishing its mission. However, the parties further recognize that there are times when an unanticipated situation or emergency occurs which may result in the need to alter tours of duty on a temporary basis in order to accomplish the mission of the agency. As such, the parties recognize that instability in work schedules or a recurring change in work schedules can have a deleterious effect on employees, which can result in decreased employee performance, increased sick leave usage, decrease in morale and turmoil with the employee's family life. As a result, and to the maximum extent possible, the Bureau agrees to maintain a stable work schedule for employees. Thus, the Bureau agrees that shift changes will not be made to avoid the payment of overtime to an individual employee. In addition, the Bureau will attempt to avoid shift changes which are unduly disruptive as to affect an employee's work performance or family life.

Section 21.04 Breaks

It is agreed that when operational considerations permit, subject to recall and supervisory approval, the Employer agrees to provide two (2) breaks, not to exceed 15 minutes, during any non-overtime tour of duty day. Also, bargaining unit employees may have one (1) break, not to exceed 15 minutes, within any four (4) hour overtime period. Bargaining unit members may receive additional breaks (if requested) based on operational considerations and subject to supervisory approval/control and recall. A shift cannot end on a break period nor may break periods be combined. Consumption of food and beverages on Bureau premises must take place in designated break areas (police ready room, canteen, and cafeterias).

ARTICLE 22

HOLIDAYS

Section 22.01 **Legal Holidays**

As of the date of this agreement, the recognized Federal holidays are:

New Year's Day, January 1
Birthday of Martin Luther King, Jr., the third Monday in January
President's Day, the third Monday in February
Memorial Day, the last Monday in May
Independence Day, July 4
Labor Day, the first Monday in September
Columbus Day, the second Monday in October
Veterans Day, November 11
Thanksgiving Day, the fourth Thursday in November
Christmas Day, December 25
Inauguration Day, January 20 of each fourth year

Section 22.02 **Holiday Pay**

All eligible employees will receive pay at their regular hourly rate plus appropriate shift differential on all days defined as holidays that they are not required to work, except as otherwise provided in applicable law and regulation.

Section 22.03 **Rate of Holiday Pay**

Eligible employees will be paid for holidays worked in accordance with government-wide law, rule, and/or regulation.

Section 22.04 **"In Lieu of" Holidays**

All full-time employees, including those on flexible or compressed work schedules, are entitled to an "in lieu of" holiday when a holiday falls on a non-workday. In such cases, the employee's holiday is the basic workday immediately preceding the non-workday. A basic workday for this purpose includes a day when part of the basic work requirement for an employee under a flexible work schedule is planned or scheduled to be performed.

Section 22.05 **Application to Officers**

01. If Thursday and Friday are an officer's days off, and a holiday is on Friday, then the preceding Wednesday will serve as the holiday.

02. If Wednesday and Thursday are an officer's days off, and a holiday is on Thursday, then the preceding Tuesday will serve as the holiday.

03. If Monday and Tuesday are an officer's days off, and a holiday is on Monday, then the following Wednesday will serve as the holiday.

04. There are three exceptions:

1. If the non-workday is Sunday (or an "in lieu of" Sunday), the next basic workday is the "in lieu of" holiday.
2. If Inauguration Day falls on a non-workday, there is no provision for an "in lieu of" holiday.
3. If the head of an agency determines that a different "in lieu of" holiday is necessary to prevent an "adverse agency impact," he or she may designate a different "in lieu of" holiday for full-time employees under compressed work schedules. (See 5 U.S.C. 6131(b))

ARTICLE 23

HAZARDOUS DUTY / ENVIRONMENTAL DIFFERENTIALS

Section 23.01 Policy

It is the policy of the Bureau 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, an environmental differential may be warranted. However, the existence of Hazardous Duty Environmental Differentials is not intended to condone work practices which circumvent Federal safety laws, rules, and regulations. Work situations for which hazardous duty/environmental differential pay will be authorized are listed in 5 CFR Part 550, Subpart I, App. A. Disputes will be handled through the grievance procedure.

Section 23.02 List to the Union

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

Section 23.03 **Employee Notification**

Employees will be notified when assigned work for which hazardous duty/environmental pay is indicated by Management. 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 such pay is warranted, the employee will call the matter to the attention of his supervisor as soon as possible.

Section 23.04 **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 which may warrant hazardous duty/environmental pay.

ARTICLE 24

WAGES

Section 24.01 **Sunday Differential**

An employee shall be entitled to Sunday differential pay for work on Sundays in accordance with applicable law and regulations.

Section 24.02 **Premium Pay**

An employee shall receive premium pay when entitled to such pay in accordance with applicable law and regulations.

Section 24.03 **Night Differential**

Night differential, at the allowable rate, will be paid for regularly scheduled work performed by an employee between the hours of 6:00 p.m. and 6:00 a.m. to the extent provided by law.

ARTICLE 25

LEAVE

Section 25.01 **General Provisions**

Employees will accrue and use leave in accordance with 5 CFR Part 630 and as outlined in this Article. All leave will be charged in fifteen (15) minute increments. The Parties recognize the importance of maintaining sufficient staffing to meet the mission and operational requirement of the Bureau 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 Bureau, and to avoid leave forfeiture which might otherwise result. Leave requests and approval or denial will be made through Web Time and Attendance (WebTA), or other subsequently approved time and attendance tracking system.

Section 25.02 **Changes in Law**

The Parties recognize that certain of the leave provisions of this Agreement 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 25.03 **Definitions**

The Parties agree to adopt the definitions found in 5 CFR Part 630 and apply the following definitions to the leave provisions of this Agreement.

Section 25.04 **Leave Abuse**

The possibility of leave abuse is generally raised when an employee uses an unusual amount of sick leave on personal certification or uses leave in an established pattern or under questionable circumstances. In making this determination, the supervisor must make common sense judgments based on his/her knowledge of the employee and his/her total leave record for the past six (6) months. Abuse must be determined on a case-by-case basis.

If the Employer has a good-faith belief that an employee may be abusing the use of leave, the Employer will follow these procedures in determining if there is a possibility of abuse:

.01 While reviewing the sick leave records, a supervisor will avoid forming snap judgments, and obtain all pertinent facts before deciding on a course of action. 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 which causes recurring illnesses or necessitates frequent absences for medical, dental or optical treatment.

.02 Review the employee's past record for the last six (6) months of sick leave usage. Although not exhaustive, particular attention should be taken to sick leave taken under the following circumstances:

.1 Before or after a weekend or holiday.

- .2 When the workload is unusually heavy, or a very difficult task has been assigned.
- .3 When a special public event is scheduled.
- .4 Immediately following denial of a day off.
- .5 As soon as it is earned.
- .6 Frequently for short periods.
- .7 Consistently on the same day of the week.
- .8 On the day following payday.
- .9 During bad weather.
- .10 When the employee's annual leave balance is exhausted or low.

The parties acknowledge that not every factor may apply to a particular case.

.03 Interview the Employee

After becoming familiar with the employee's record, in most circumstances, the Employer will hold a counseling interview with him if there is reason to suspect sick leave abuse. The interview should be conducted in a courteous and tactful manner so as not to offend the conscientious employee whose absences prove to be entirely bona fide. The interview should be held in private, without interruption. A Union representative has a right to be present if requested by the employee. The counseling interview will enable the Employer to:

- .1 Let the employee know that the supervisor is aware of and concerned about the employee's leave habits, and intends to administer the sick leave regulations on a sound and equitable basis.
- .2 Ascertain whether or not there is a health problem or unusual physical condition which is contributing to the employee's absenteeism.
- .3 Provide individual advice and instruction to the employee concerning the sick leave regulations and determine if he may have misunderstood them.
- .4 Ask the employee what he intends to do about improving his/her sick leave record.
- .5 If necessary, caution the employee against improper leave practices, and remind him of the penalties for abusing the leave regulations.

.6 Record the counseling session on the section leave cards.

.04 Continuation of Leave Usage

If the pattern of leave abuse continues after the counseling session, the Employer may take appropriate action.

.05 Letter of Requirement

Section 1. Nothing in these provisions restricts the Employer from issuing a Letter of Requirement when the Employer believes an employee is abusing leave. For purposes of this section, a Letter of Requirement is defined as a letter that informs an employee of what the specific requirements for requesting leave will be.

Section 2. The Letter of Requirement will continue for six (6) months or until the Employer is satisfied that the employee has consistently satisfied the requirements of the restriction. If the Letter of Requirement is to be in effect longer than six (6) months, the Employer will notify the employee in writing, on or about the six (6) month anniversary date of the original letter that the requirements are still in effect and articulate the reasons for the extension.

.06 Roll-Call Tardiness

Roll-call tardiness will not be counted as unscheduled leave, but will be handled as a tardiness issue.

ARTICLE 26

ANNUAL LEAVE

Section 26.01 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.

Annual leave requests will be approved on a first-come, first-served basis subject to availability and the Employer's operational needs.

Section 26.02

Prime Time Leave

“Prime time” leave means any period of forty (40) hours or more of annual leave selected by the employee which normally constitutes a first choice vacation period. Holidays arising within a prime time leave request can be counted in the prime time forty-hour (40) request.

.01 Employees will be given the opportunity to submit prime time annual leave requests between January 1st – 15th of each year. Conflicts in leave requests submitted by that date will be resolved on the basis of seniority, subject to the Employer’s operational needs. Every effort will be made to afford the opportunity to take two (2) consecutive weeks, or two one-week periods of annual leave each year to employees who request it. Leave requests submitted after January 15th will be approved based on a first-come, first-served basis, subject to availability and the Employer’s operational needs. In order to determine priority based on time of request, the parties agree that all leave will be submitted through WebTA unless the system is down due to maintenance, during which time employees will be allowed to utilize the OPM-71 form, Request for Leave or Approved Absence, which will be approved in order of receipt.

.02 If by chance officers submit their leave through WebTA at the exact same time, the officer with the most seniority will be awarded the leave.

.03 The leave approving official will have until February 15th of each year to approve or disapprove prime time leave requests.

.04 Leave requests for less than 40 hours submitted for dates up to February 15th may be approved on a first-come, first-served basis.

.05 Leave requests for less than 40 hours submitted for dates beyond February 15th will not be approved until all prime time leave requests have been decided.

Section 26.03

Authorized Use of Annual Leave

A leave year begins on the first day of the first full biweekly pay period in a calendar year. A leave year ends on the day immediately before the first day of the first full biweekly pay period in the following calendar year. Except where a leave exigency exists, employees will be authorized the use of all annual leave which they earn within a leave year. If a Bureau operational emergency arises which precludes an employee from using appropriately scheduled leave, such leave may be carried over to the next leave year in accordance with governing regulations. All employees will be afforded the opportunity to take two (2) consecutive weeks annual leave each year, consistent with mission requirements.

An exigency of the public business is either a work emergency or a pressing work situation of such importance as to preclude the use of leave by an employee.

Exigencies for public business will be determined in accordance with applicable law, rule or regulation. The Agency will notify the Union when the Agency makes a decision to place the facility in a leave exigency status. In the event a leave exigency exists, the Commander (or designee) and the Chairman of the FOP (or designee) will meet to discuss the impact and implementation of the exigency upon the amount of annual leave, if any, each employee can use and the procedures to be used to distribute the leave equitably among bargaining unit employees.

.01 "Use or lose" annual leave is the amount of accrued annual leave that is in excess of the employee's maximum annual leave limitation for carry over into the next leave year. Employees must "use" their excess annual leave by the end of a leave year or they will "lose" (forfeit) it.

.02 An Agency may consider restoring annual leave that was forfeited due to an exigency of the public business or sickness of the employee **only** if the annual leave was scheduled in writing before the start of the **third biweekly pay period prior to the end of the leave year.**

Section 26.04 **Hardship and Leave**

When an officer has their leave approved and due to a hardship has to change shifts, the shift to which the employee is going will make every effort to honor the leave approved by the prior shift based upon operational need.

Section 26.05 **Substitution of Annual Leave for Sick Leave**

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

Section 26.06 **Substitution of Sick Leave for Annual Leave**

Employees on annual leave who become sick will have the right to convert the annual leave to sick leave in accordance with applicable regulations.

Section 26.07 **Forced Annual Leave**

Except when authorized by OPM regulations, e.g. overstaffing, no employees will be forced to take annual leave.

Section 26.08 **Reason for Request**

Employees will not be required to provide reasons for scheduled annual leave. Moreover, a request for annual leave may entail business of a personal nature and the employee may not wish to divulge the nature of such personal business. Therefore,

written requests for leave may be annotated with the comment, “personal business” as reason or justification for the requested leave.

Section 26.09 Scheduling

Annual leave requested for any period during a posted watch schedule for the shift being worked will normally be approved/disapproved within one (1) hour of the request being made. Leave requests for future shifts will normally be approved/disapproved within twenty-four (24) hours, except for prime time leave. Prime time leave will be approved/disapproved by no later than February 15th of each year. Approval/Disapproval will not be subject to conditional circumstances. Leave requests will be approved in the order that they are requested. If the request was disapproved and annual leave for that period later becomes available, the leave will be approved in the order that the request was originally received. The Parties will establish a secure method for recording leave requests.

Requests to use annual leave should be made as far in advance as practical and will be granted on a first come-first served basis. Annual leave during all holiday periods will be scheduled on the basis of first come-first served. Every reasonable attempt will be made to satisfy the desires of the employee when requesting the approval of extended annual leave for vacations.

Section 26.10 Emergency Annual Leave

While there is no regulatory foundation for so-called “emergency leave,” consideration will be given to a telephonic request (or if the employee is on the jobsite, an emergency request) for emergency annual leave – that is, annual leave that was not scheduled and approved in advance – if the situation clearly demonstrates that an emergency or a situation beyond the employee’s control is the foundation of the telephonic request. Such a telephonic request must be made as soon as possible, but no later than one hour before the beginning of the officer’s shift. Approval of such requests shall be made by a supervisor on a case-by-case basis, taking into the account the workload requirements of the Bureau and the nature of the emergency. If a request for emergency annual leave is denied, the employee must report to work as soon as possible. If the employee fails to report for work, he or she may be charged with absence without leave until the issue is resolved.

.01 Denial – If a telephonic request for emergency annual leave is denied, the employee must report to work. If the employee fails to report to work, the Employer may take appropriate action.

.02 A request for unscheduled annual leave may be denied due to workload requirements.

.03 When an employee's request for unscheduled annual leave cannot be approved in full, the supervisor will attempt to approve a partial request in accordance with operational needs.

Section 26.11 Cancellation of Leave by Officer

.01 An officer may cancel prescheduled leave provided that notification for cancellation is made during his/her normal tour of duty at least one day prior to the scheduled leave.

.02 When an employee cancels scheduled annual leave and returns to duty, he/she will be assigned to the work shift which he/she would have worked, if the annual leave had not been scheduled, unless operational requirements dictate otherwise. The employee should notify the supervisor as soon as possible after deciding not to use the approved leave, so that other employees' leave requests for the same time period may be reconsidered.

Section 26.12 Cancellation of Leave by Agency

The Bureau may cancel previously approved annual leave and require employees to report for duty for valid operational reasons. Approved leave will not be canceled for arbitrary or capricious reasons. Individual employees who have paid for vacations, airline tickets, hotel accommodations, cruises, etc., and who have made such arrangements at least 15 days in advance will be given additional consideration.

Section 26.13 Annual Leave Charges

.01 Minimum Charge

The minimum charge for annual leave will be in 15 minute increments which also pertains to approved late entrances.

.02 Transfer of Annual Leave

If a transferred employee needs to use annual leave before the official leave record arrives from his/her former employing agency, the employee's supervisor will contact the Office of Human Resources and ask that the employee's annual leave balance be orally verified with the former agency. When an oral verification can be made, the Office of Human Resources will notify the Payroll Section and the employee's supervisor. The employee may then apply for annual leave.

ARTICLE 27

SICK LEAVE

Section 27.01 General

An employee will earn sick leave in accordance with applicable laws and regulations. Sick leave is earned at the rate of four (4) hours per biweekly pay period.

Section 27.02 Granting of Sick Leave

The Employer will grant sick leave to an employee, unless otherwise provided for by this Article, when the employee:

- .01 Receives medical, dental or optical examination or treatment;
- .02 Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- .03 Provides care for a family member, in accordance with 5 CFR 630.401, who is incapacitated as the result of physical or mental illness; injury; pregnancy; childbirth; or medical, dental, or optical examination or treatment. A family member, as defined in 5 CFR 630.201, is an individual with any of the following relationships to an employee: spouse and parents thereof; sons and daughters, including adopted children, and spouses thereof; parents and spouses thereof; brothers and sisters and spouses thereof; grandparents and grandchildren, and spouses thereof; domestic partner and parents thereof (includes domestic partners of aforementioned individuals; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship).
- .04 Provides for care of a family member with a serious health condition as defined in 5 CFR 630.1202.
- .05 Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- .06 Would, as determined by the health authorities having jurisdiction or by health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease;
- .07 Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel and any other activities necessary to allow the adoption to proceed.

Section 27.03 **Requesting Sick Leave**

.01 Employees who do not report for duty at the beginning of their tour of duty and wish to request sick leave, must notify a supervisor as soon as possible, but no later than one (1) hour prior to the start of their tour of duty on the first day of the absence and state the expected period of absence.

.02 An officer incapacitated and unable to speak to a supervisor will have a family member call, identify him or herself, and report the officer's situation and the expected period of absence and incapacitation to the supervisor as soon as possible. This will include the general nature of the officer's illness and the expected period of absence.

Section 27.04 **Disapproval of Unscheduled Sick Leave**

Whenever an employee's request for sick leave is disapproved, he/she will be given a written reason, if requested. However, when an employee calls in to request unscheduled sick leave and is incapacitated for duty, the employee will not be required to report to work in accordance with 5 CFR 630.401.

Section 27.05 **Certification**

The Employer may grant sick leave only when supported by evidence administratively acceptable. Regardless of the duration of the absence, the Employer may consider an employee's personal certification as to the reason for his or her absence as evidence administratively acceptable. However, for an absence in excess of three workdays, or for a lesser period when determined by the Employer, the Employer may also require a medical certificate or other administratively acceptable documentation. If an employee is not on additional leave requirements, the Employer will explain the reason for requiring medical documentation. Such documentation will not be unreasonably required. The degree of medical documentation required may vary depending on the length of the absence. Examples of reasons for the Employer reasonably requesting medical documentation are included in [Article 25 § 25.04](#). The medical certificate requirement may also be waived by the Employer.

Section 27.06 **Contents of the Medical Certificate**

A medical certificate is defined as a written statement signed by a registered practicing physician or other practitioner certifying to the incapacitation, examination or treatment or to the period of incapacitation while the patient was receiving professional treatment/care. The contents of a medical certificate will provide the medical practitioner's name, address and telephone number. The certificate will also state:

- a) the date(s) of incapacitation;
- b) any restrictions that may be applicable to the employee and the duration of the restrictions;

- c) whether the employee was seen personally by the practitioner; and
- d) that the employee was incapacitated for duty.

The certificate will bear the signature of the medical practitioner or the original stamped facsimile of the practitioner's signature. The signature may be subject to verification when the Employer has reasonable doubt as to the genuineness of the signature or original facsimile. It is understood that it is the Employer's right to insist on a medical certificate or request additional information insofar as the information requested does not breach an employee's privacy/confidentiality rights (such as a specific diagnosis or other confidential details). Management will maintain the confidentiality and security of private medical information received in support of a request for sick leave. The Parties may develop a standard form which meets the requirements of this section.

Section 27.07 Application for Sick Leave

An employee will submit a request for leave via Web Time and Attendance (Web TA) as soon as possible after returning to duty from each period of sick leave. The request must include a statement or a medical certificate in accordance with section 27.06 which supports the use of sick leave under one of the reasons in section 27.02. The information furnished in the request will be regarded as confidential.

An employee who because of illness is released from duty ordinarily will not be required to furnish a medical certificate for that day unless the supervisor believes abuse exists (see 25.04). Submission of leave request is required in order to obtain approval for sick leave even when an employee is determined to be incapacitated or unfit for work by the Bureau Health Division medical unit.

Section 27.08 Medical Appointments

Use of sick leave for medical, dental, or optical treatment or examination should be requested and approved in advance of the medical appointment, whenever possible.

Section 27.09 Sick Leave Charges for Visits to the Medical Unit

.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 Bureau medical unit must first obtain supervisory approval to leave the worksite. The first such visit in any day shall be considered duty time, provided the employee is not away from the worksite for more than one (1) hour. Multiple visits on the same day and/or any time in excess of one (1) hour, or time lost from work after being determined incapacitated/unfit for duty by the medical unit, will be charged to sick leave. An employee may be referred to the Health Unit, but no employee will be required to go to the Health Unit prior to being granted sick leave.

.02 Related to an On-the-Job Injury

An employee injured while at work, should first inform his/her supervisor. The employee will then be referred to the medical unit or the equivalent off-site facility. The first partial day of disability caused by an employee being injured on the job will be charged to administrative leave. However, this is not charged to the employee's 45 days of Continuation of Pay (COP) under Office of Workers' Compensation Program regulations.

Section 27.10 Transfer of Sick Leave Balance from another Agency

Sick leave will be transferred under the same procedures used in the annual leave section of this agreement.

Section 27.11 Counseling

There will be no sick leave counseling based solely on the number of sick leave hours used, and no counseling will be based solely on the number of occasions of sick leave used.

Section 27.12 Factor for Promotion

Sick leave usage will not be a factor for promotion or discipline except in cases of abuse.

Section 27.13 Transportation to Medical Facility

When an employee becomes seriously ill or injured at work, the Agency will arrange for transportation to a physician, medical facility or other designated location. If requested by the employee, or if the employee is unable to request, the Agency will notify the employee's family or designated party of the occurrence and location of the employee.

Section 27.14 Agency 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.

Section 27.15 Substitution of Annual Leave for Sick Leave

If an employee has no sick leave balance but does have an annual leave balance, he or she may request to be granted annual leave for the reasons set out in [Article 26 § 26.03](#). If the employee has no sick leave or annual leave balance, he or she must request Leave Without Pay (LWOP) orally when calling in and in writing as

soon as possible after return to duty.

ARTICLE 28

MILITARY LEAVE

The granting of military leave shall be governed by applicable laws, rules, regulations, and the Bureau policy as set forth in the Bureau Personnel Manual, Chapter 630, Attendance and Leave, dated March 2, 1998, or subsequent revisions.

ARTICLE 29

ADMINISTRATIVE LEAVE / OFFICIAL DUTY TIME

Section 29.01 General

Administrative Leave and Official Duty Time will be granted to employees in accordance with the BEP Personnel Manual, Chapter 630, Section 11, or subsequent revisions, and the following provisions of this Article.

Section 29.02 Funeral of Federal Law Enforcement Officers

The Bureau has determined that it will allow the Union Chairman or his/her designee to attend in an official duty capacity the funeral (including viewing through interment) of a law enforcement officer employed by the Federal government in the Washington, D.C. metropolitan area or a D.C. Metropolitan police officer, who was killed in the line of duty. For funerals of other law enforcement officers in the D.C. metropolitan area, annual leave, compensatory time, or leave without pay may be requested and not unreasonably denied.

Section 29.03 Conventions, Conferences and Meetings

Officers may be excused to attend job-related meetings, conferences, and conventions when it is determined that the attendance will serve the best interests of the Agency.

Section 29.04 Assigned Activities

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

ARTICLE 30

COURT LEAVE

Section 30.01 Duration of Court Leave

Eligible employees properly summoned for witness service or for jury duty are entitled to court leave for that period of time during their regular working hours while actually under the jurisdiction and control of the court when a Federal, state, or local government is party to the case. Employees are required to contact the Employer at the completion of his/her court duty when he/she serves less than eight hours. Employees are required to return to work whenever they are excused by the court and can, without undue hardship, return to the Agency and perform at least four (4) consecutive hours of work.

Section 30.02 Night-Shift Employees

All employees assigned to the evening or midnight shift will be temporarily detailed to the day shift on the day that they have jury duty.

Section 30.03 Court Fees

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

Section 30.04 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 30.05 Premium Pay/Differentials

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

ARTICLE 31

LEAVE WITHOUT PAY

Section 31.01 **General**

An employee may be granted leave without pay (LWOP) in accordance with applicable laws and regulations. Such leave will not exceed a period of one (1) year for an individual application.

Section 31.02 **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.

Section 31.03 **Personal Emergencies**

Up to eight (8) hours of LWOP may be granted to an employee by his/her supervisor during a leave year for personal emergencies other than illness. Leave may be granted only when an employee's annual and compensatory leave, if applicable, is exhausted. The leave may be disapproved if it is determined that office workload demands require the employee's presence on the job.

Section 31.04 **Usage of Multiple Categories**

Granting LWOP to an employee under any one of the categories noted above should not preclude granting LWOP in another category. For example, if an employee has been granted 8 hours of LWOP for a personal emergency, he may be granted LWOP for an illness requiring hospitalization and recuperation.

ARTICLE 32

ABSENT WITHOUT OFFICIAL LEAVE

Section 32.01 **General**

To support a charge of Absent Without Official Leave (AWOL), the Agency must show that the employee was absent and that the absence was not authorized. The Parties recognize that a charge of AWOL is discretionary with the leave-approving official and not automatically required when an employee fails to report for duty at his or her assigned time.

The charge "AWOL" in a disciplinary action is used in support of an action based on the employee's failure to follow established leave procedures. The intent of this

Article is not to restrict management's right to discipline, but to ensure that the appropriate charge is made.

Section 32.02 Guidelines

The following guidelines will apply to AWOL. No charge of AWOL will be levied:

.01 when the Agency grants a leave request to an individual, AWOL or disciplinary action cannot be based on that approved leave;

.02 when the Agency determines that the employee's situation prevented a timely reporting of emergency absence, or the timely submission of medical documentation. The Agency will not unreasonably reject a medical certificate;

.03 when the employee demonstrates that he/she was on approved leave at the time of an alleged AWOL.

No reasonable request for an extension to respond to an AWOL charge will be denied.

Section 32.03 Enforced Leave

The concept of enforced leave such as reductions in force (RIFs), furloughs, etc. will be the same under this agreement as applied by the Merit Systems Protection Board. This section does not pertain to the annual year-end shutdown.

ARTICLE 33

**EXCUSED ABSENCE DURING HAZARDOUS
GEOLOGICAL/WEATHER CONDITIONS**

Section 33.01 General

Given the nature of law enforcement responsibilities, all bargaining unit employees are designated as essential personnel. Thus, employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions. All employees who are unable to report for duty will notify the Employer as soon as possible. Employees who are unable to report for duty may be granted authorized leave or if warranted, may be granted an excused absence provided the employee supplies information which, considered in conjunction with those factors listed in Section .03 (below), satisfies the Employer that emergency conditions prevented the employee from reporting to the facility.

Section 33.02 **Release of Employees**

When the Employer determines hazardous geological/weather conditions exist, or are imminent, on-duty bargaining unit employees will be released as soon as possible, if operational requirements permit. In those situations where an "adjusted work schedule" is authorized by the Office of Personnel Management and consistent with the security needs of the Employer, the Employer may authorize employees an early dismissal relative to the employee's normal departure time from work. When the Employer exempts employees from authorized dismissal times, no leave will be charged an employee. Volunteers to remain on duty will be utilized to the extent possible.

Section 33.03 **Factors for Consideration**

In making the determination to grant excused absence, the Employer should consider reports from the employee, distance, availability and mode of transportation, reports of civil authorities, current meteorological information, news media, official road reports, leave approvals, reduced staffing or closing at other area facilities.

Section 33.04 **Agency 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 and family safety concerns of employees during such hazardous conditions.

ARTICLE 34

INJURY COMPENSATION

Section 34.01 **Authority**

The Federal Employees' Compensation Act (FECA) provides the authority for compensation benefits for an officer 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, and Department of Treasury, and Bureau of Engraving and Printing policy.

Section 34.02 **Procedures for Reporting/Submitting a Claim**

When requested, an officer will be advised of his/her right to file a claim for benefits under FECA and of the procedures for filing such a claim.

Section 34.03 **Union Representative**

At the request of the employee who has filed a claim, the Union may designate one (1) representative to work together with the Bureau in assisting employees with claims or claim related problems.

Section 34.04 **Obligations of the Officer and the Bureau**

An officer, or someone acting on the officer'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 will do so as soon as possible, in accordance with FECA requirements. The Bureau will furnish the officer a Receipt of Notice of Injury. An officer recognizes his/her responsibility to submit medical evidence of disability to the BEP Health Unit and the Bureau's OWCP Staff within ten (10) working days of the work-related injury or risk termination of Continuation of Pay (COP). Should the Bureau subsequently fail to forward the officer's notice and claim to the Department of Labor within the prescribed time limit (ten calendar days of receipt of the notice of injury), and because of this delay the claim can not be adjudicated within forty-five (45) days of the date of the notice, the officer may grieve the failure to timely process the claim.

Section 34.05

The parties recognize the legal requirements under 18 U.S.C. Section 1922 concerning the processing and/or the interfering with the filing of an OWCP claim.

ARTICLE 35

TEMPORARILY DISABLED EMPLOYEES

Section 35.01 **Request for Limited Duty**

An officer recuperating from an illness or injury, and/or 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.

Section 35.02 **Promotional Opportunities**

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

Section 35.03 **Entitlements Not Changed**

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

Section 35.04 **Pregnancy**

The services of officers who are pregnant should be utilized to the extent their health will permit. Management will make a reasonable effort to provide limited duty which meets the officer's restrictions or limitations. However, such utilization may not extend beyond the period when an employee fails to meet the physical requirements of the assignment. Therefore, employees will be encouraged to report pregnancy as soon as it is an established fact. The earliest possible knowledge of such condition will provide the opportunity to protect the employee's health and permit such planning as may be necessary for staff adjustment during the employee's prospective absence.

Section 35.05 **Officer Returning to Duty**

An officer returning to duty, after an injury or prolonged illness, will be required to secure medical clearance through his/her doctor or Bureau's Health Services Office. Prior to an officer's returning to full duty, he/she may be required to attend in-service training.

ARTICLE 36

EDUCATIONAL REIMBURSEMENT

Section 36.01 **Policy**

It will be the policy of the Bureau to encourage self-development training efforts. Self-development training will be granted in accordance with Bureau policy, as expressed in the Bureau Personnel Manual, Chapter 410, "Self-Development Training Policy." Approval of all courses is subject to availability of funds.

ARTICLE 37

FARE SUBSIDIES FOR EMPLOYEES

Section 37.01 **General**

Pursuant to Public Law 101-509, the Bureau currently provides mass fare subsidies in accordance with Bureau policies and applicable laws. In the event that the Bureau proposes to make changes in its fare subsidy policies, the Union will be provided advance notice and an opportunity to bargain over negotiable matters resulting from

such change. Absent such changes, fare subsidies shall be provided to employees as required by law or executive order.

ARTICLE 38

OUTSIDE EMPLOYMENT

Section 38.01

In the event that the Bureau proposes to make changes to the Outside Employment policies, the Union will be provided advance notice and an opportunity to bargain over negotiable matters resulting from such changes.

When bargaining unit members choose to work on outside employment, including self-employment, employment must not result in or create the appearance of a conflict of interest with official duties or with official business of the Employer, nor impair the employee's mental or physical capacity to perform official duties. The Employer shall not take actions regarding an employee's outside employment that are arbitrary or capricious. The parties recognize that final decision making authority with regard to outside employment requests rests with the Office Chief.

Section 38.02

An employee desiring to accept or undertake outside employment, including self-employment, shall request permission using BEP Form 1748, Application for Permission to Engage in Outside Employment or Other Activities. An employee's request must be submitted to the Employer at least fourteen (14) days prior to the proposed commencement of outside employment or business activity.

Section 38.03

The Employer will respond to the employee, approving or denying the request, as soon as possible but ordinarily no later than fourteen (14) days after receipt of the employee's request. The Employer will provide reasons for any denial in writing.

Section 38.04

Any outside employment approval may be revoked or suspended if at any time during the term of a valid outside employment approval, an employee's outside employment conflicts with the provisions of any Federal, Treasury or BEP policies, rules or laws.

ARTICLE 39

CONTRACTING OUT

Section 39.01 Procedures

The Bureau will inform the appropriate FOP Labor Committee Chairman when it exercises its discretion to contract out work, which, as performed by the contractor, could be reasonably expected to impact adversely upon conditions of employment of bargaining unit employees.

Section 39.02 Information to the Union

The Bureau agrees to notify the union of: (1) agency solicitations of contracting-out bids under the Office of Management and Budget Circular A-76, and (2) bid opening times and locations so that the union official may attend. Upon request, the Bureau will disclose to the union feasibility studies i.e. raw data and observations upon which management develops its internal management recommendations for contracting out.

Section 39.03 Negotiations

When a determination has been made that the contracting out of such work has or is expected to have an adverse impact, the Union may request negotiations thereof and negotiations will be held in accordance with this Agreement.

Section 39.04 Assignments

All instructions or directions for bargaining unit employees will be done in accordance with Police Operation Division Chain of Command. Any questions concerning assignments shall be directed to the appropriate supervisor.

Section 39.05 Applicable Laws

The Bureau agrees to abide by applicable federal laws, rules and regulations with respect to contracting activities.

ARTICLE 40

REDUCTION IN FORCE

Section 40.01 **Defined**

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

Section 40.02 **RIF Procedures**

All RIFs shall be conducted in accordance with Bureau Policy, Reduction in Force, Chapter 351. Prior to implementing any changes in the Policy, the Bureau will provide the Union with notice and an opportunity to bargain to the extent required by law.

Section 40.03 **Union Notification**

Prior to official notification to employees, the Union will be informed at least sixty (60) days prior to the projected date of any known RIF. If the Bureau knows that a RIF will be conducted prior to 60 days in advance, the Bureau will provide the union with as much notice as possible. If the Bureau knows about a RIF in cases where it is not possible to give such notice, the Union will be informed at the earliest approximate date of the action consistent with the requirements of 5 CFR 351.801, and invited to attend any meeting conducted by the Bureau to explain the RIF procedure and answer questions.

Section 40.04 **No Coercion/Intimidation**

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

Section 40.05 **No Waiver**

This Article will not constitute a waiver of the Union's right to negotiate any other procedure applicable to a reduction-in-force not specifically covered herein.

Section 40.06 **List to the Union**

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

Section 40.07 **Rules and Regulations**

Government-wide rules and regulations will continue to apply.

ARTICLE 41

UNIFORM AND EQUIPMENT COMMITTEE

Section 41.01 Committee

The Bureau and the Union agree to the creation of a Uniform Advisory Committee. The committee will evaluate and make recommendations concerning all aspects of the uniform. The Committee will consist of three (3) representatives of the Bureau and (3) representatives of the Union. The meetings will be co-chaired by both a labor and management representative. Final selections on items discussed by the committee will come as a result of a majority vote of the team members. The selected items will be forwarded to the Commander for final approval.

Section 41.02 Maintenance

The Employer currently maintains and issues all uniforms and accessories determined by the Employer to be essential. The Employer currently provides alterations and cleaning of all uniforms. Prior to making any changes in this practice, the Employer will provide the union with prior notice and an opportunity to bargain to the extent applicable by law. All recommendations of the Committee will be seriously considered. Upon request, the Union will be notified of the reasons why Committee recommendations are rejected.

Section 41.03 Quality

Equipment furnished by the Employer will meet or exceed accepted industry standards.

Section 41.04 FOP Pin

All bargaining unit members will have the right to wear a pin showing their membership in the FOP on all uniforms, but in no case will the pin be larger than $\frac{3}{4}$ " in diameter.

Section 41.05 Equipment

The Employer will provide all uniforms and required equipment for bargaining unit employees in accordance with the Police Manual.

Section 41.06 Consensus

When the Agency agrees to implement a recommendation of the committee on changes to the uniform and/or equipment, the Union agrees that in return it will waive its right to bargain the impact and implementation of the change. When no consensus can be reached in response to a request from the Agency, the Union reserves its right to bargain to the extent allowed by law.

Section 41.07 **Wearing of Uniform**

Officers are allowed to wear their specialty uniforms/patches while on duty i.e. Crime Scene Investigator (CSI), Field Training Officer (FTO), Defensive Tactics (DT), or other authorized specialty items obtained through certified training.

ARTICLE 42

FIREARMS RANGE

Section 42.01 **Policy**

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

Section 42.02 **Use of Range**

The Bureau agrees to allow employees to use the Bureau's firing range to the extent that such range is available so that employees can develop and maintain proficiency with the weapons used by its employees. The Bureau will keep the range open for a minimum of twelve days each month, to the extent that qualified range personnel are available. If the Bureau proposes to reduce the availability of the range to less than twelve (12) days per month, the Bureau will provide the union with notice and an opportunity to bargain. The Bureau will provide shooting glasses, range ammunition and range instructors.

Section 42.03 **Mandatory Re-Qualification**

Mandatory re-qualification with the duty firearm will occur yearly, currently four (4) times a year for semi-automatic weapons; however, management reserves the right to set the standard in accordance with operational needs. Failure to appear for re-qualification may be the basis of appropriate action.

Section 42.04 **Failure to Re-Qualify**

An officer who fails to obtain the minimum passing score will be assigned appropriate training provided a passing score is obtained within a reasonable period of time. Failure to obtain a minimum passing score after a reasonable period may be the basis of appropriate action.

Section 42.05 **Other Jurisdictions**

When an outside law enforcement organization contacts the Bureau's Police Management to verify an officer's employment, the Bureau will provide the employee's status as a police officer. In such circumstances, if the employee is indeed a police officer, Police Management will respond to such an inquiry using the following language as a guideline:

"A duly appointed police officer of the U.S. Department of the Treasury, Bureau of Engraving and Printing, and is authorized to enforce federal laws and regulations for the protection of persons, property and securities of the Bureau, and is empowered to make arrests, conduct investigations, and perform other duties as prescribed by the Director of the Bureau of Engraving and Printing, and is authorized to bear arms in the performance of official duties, under and in compliance with 31 U.S.C. § 321 and 40 U.S.C. § 1315(b)(2)(A)-(C)."

ARTICLE 43

POST-INCIDENT USE OF FORCE

Section 43.01 **Policy**

The Parties recognize that any time an officer uses force to effect an arrest or to protect his/her life or the life of others, the officer is a potential criminal target until prosecution has been declined or a grand jury refuses to indict the officer. 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 Bureau will have the employee removed from the scene upon the arrival of additional officers and supervisors;
- .03 The officer may request the opportunity to speak with a Union representative or attorney prior to giving the Bureau any formal statement or submitting to an interview;
- .04 The officer may request the opportunity to speak with a mental health professional as soon as possible and prior to giving any statement;

Such request by the officer or his/her representative on behalf of the officer will not be unreasonably denied.

Section 43.02 Rights under the Law

When the officer is a criminal suspect or it is reasonably likely that the officer may be charged with a crime, he/she shall be afforded all rights under the law. If the Bureau wishes to take an administrative statement prior to a determination of whether to charge the officer with a crime, the Bureau will advise the officer of his/her rights in accordance with the law and in accordance with Rights and Obligations of Officers Under Investigation.

Section 43.03 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/herself with a threat of disciplinary action or removal from the federal service.

ARTICLE 44

PROCEDURES FOR SUBSTANCE TESTING

Section 44.01 Law, Rules and Regulations

All collection and drug testing conducted by the Employer will be done in accordance with the Bureau of Engraving and Printing, Security Manual, Chapter 10, Drug Program, No. 71-00, or subsequent revisions. Should the Bureau propose to make any changes to the Federal Drug-Free Workplace Program Manual, the union will be provided with notice and the opportunity to bargain to the extent applicable by law.

Section 44.02 Fair and Equitable Treatment

The Employer will administer the Bureau's Federal Drug-Free Workplace Program in a fair and equitable manner. Employees will not be selected for testing for reasons unrelated to the purposes of the program.

Section 44.03 Quality Control

The Employer will provide the Union with a copy of any quality control report furnished to the Employer. In addition, one (1) Union representative will be permitted to accompany officials of the Bureau on an inspection of the testing laboratory no more than once a year, if the Bureau conducts such an inspection.

Section 44.04 **Grievance**

If an employee grieves a disciplinary or adverse action based on the results of a positive drug test, the employee may challenge the results of the drug test, among other things, as part of the grievance.

Section 44.05 **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.

ARTICLE 45

INVESTIGATIONS

Section 45.01

When an allegation is levied against an employee, or when the Employer or its agents commence an investigation, the Commander or his designee may take appropriate action in reference to the pay status of the employee. Appropriate actions include but are not limited to the following:

- .1 Continue the employee on duty in the employee's regular assignment; or
- .2 Place the employee on administrative leave with pay; or
- .3 Continue the employee on duty in some other assignment consistent with the nature of the allegation; or
- .4 Place the employee on indefinite suspension (normally, an indefinite suspension will be initiated by a Notice of Proposed Suspension); or
- .5 Take appropriate disciplinary or adverse action.

Section 45.02

Employees may be represented by the Union at any investigation or inquiry which is conducted or monitored by the Employer. Prior to beginning the interview, the

employee shall be advised of the general nature of the interview and who is conducting the interview, or meeting. If the employee requests union representation, he/she will be given a reasonable amount of time to secure such representation before the examination proceeds.

Section 45.03

When an employee is interviewed by an investigative official of the BEP, the employee will be informed whether the investigation is administrative, or criminal in nature. The Employer will inform the employee whether he/she is the target of the investigation, the nature of the matter to be discussed and that failure to answer the questions could result in proposed disciplinary action, up to and including removal. Such interviews will normally take place at the Employer location, unless otherwise arranged with the employee. If during the course of an administrative investigation, the Employer becomes aware that the investigation has now become or may become criminal, the Employee will be immediately informed.

In cases involving possible criminal conduct where prosecution has been declined by appropriate authority, the employee will be notified in writing that prosecution has been denied.

Section 45.04

When the Union properly exercises its right to access information in preparation for or investigation of a grievance, or in performance of other representational functions, the Union recognizes its responsibility to observe the restrictions of the Privacy Act in keeping confidential, and appropriately safeguarding the information that comes into its possession. Unauthorized personnel may not inspect or copy any record, file or document pertaining to any employee. Any such information-gathering and follow-up will be accomplished on appropriately-requested official time.

Section 45.05 **Matters during Investigations**

.01 Except for investigations concerning serious criminal matters involving public trust, an employee will not be removed from uniform/ removed from their position during the period of investigation.

.02 The parties agree that with regard to any administrative investigation referred to the OIG, the agency will notify the union that the investigation was referred to the OIG;

.03 An employee's within-grade increase or non-competitive promotion will only be delayed in accordance with applicable laws or regulations, and may not be interfered with solely due to an on-going investigation.

Section 45.06 **Disposition of Complaints**

Disposition of complaints will be defined in one of the following classifications:

- .1 Sustained; or
- .2 Not Sustained

Section 45.07 Interviews Concerning Off-Duty Arrests

The parties agree that no employee, under threat of disciplinary action, may be required to waive any right afforded by the Fifth and Sixth Amendments to the U.S. Constitution as it applies to an arrest for a criminal offense not arising from the performance of the employee's duties.

Section 45.08 Written Complaints

All citizen or employee complaints received against an officer will be submitted or taken down in writing. If the complainant is determined to have filed a false report against an officer, all documents relating to this finding will be submitted to the proper authority for whatever action is deemed appropriate.

ARTICLE 46

DISCIPLINE/ADVERSE ACTIONS

Section 46.01 Coverage

This Article covers actions involving letters of warning, written reprimands, disciplinary reassignments, suspensions, forfeiture of time for disciplinary reasons, removals, reductions-in-grade/rank or pay, or furloughs of thirty (30) days or less. The removal of probationers is an exception to this Article and will be governed by Government-wide regulations.

Section 46.02 Definitions

In accordance with 5 CFR Chapter 752, adverse actions are suspensions of more than fourteen (14) days, reduction in grade or pay, furloughs of thirty (30) days or less and removals as defined in Chapter 75 of title 5 United States Code.

For the purposes of this agreement, disciplinary actions are letters of warning, reprimands and suspensions of fourteen (14) days or less.

Section 46.03 Efficiency of the Service

Disciplinary/adverse actions 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 personnel, disciplinary or adverse action against an employee on the basis of any reason prohibited by 5 U.S.C. 2302. Disciplinary/adverse actions must be determined on the merits of each individual case.

Section 46.04 **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 actions. The Bureau recognizes that an employee's "not guilty" or "denial" response to administrative charges does not necessarily constitute an intentional misrepresentation of a material fact. However, the parties recognize that intentional misrepresentation of a material fact or untruthfulness about a material fact can subject the employee to a disciplinary or an adverse action.

Section 46.05 **Appeal of Actions**

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

Section 46.06 **Temporary Records**

Letters of reprimand and/or warning, and counseling are considered temporary records. The supervisor retains a copy of the letter of warning and it is not included in the employee's official personnel folder. Reference to any letter of warning may be cited in a related action that occurs within six (6) months of issuance, as evidence that the employee was informed of the offense and of possible future disciplinary action. The letter must be removed at the end of the six month period. If the issuing supervisor determines, before the end of the six month period, that the letter of warning is no longer necessary, the supervisor will contact the Labor-Management Relations Division to process this action. Letters of reprimand will be made a part of the employee's official personnel folder, and will be removed after 12 months. However, the issuing supervisor may remove the letter of reprimand from the OPF at an earlier date; the supervisor will contact the Labor-Management Relations Division to process this action. When any such letter is removed, the offense will not be used to support any future disciplinary or adverse actions.

Section 46.07 **Counseling Discussions**

Counseling discussions and letters of requirement are methods designed to bring to the attention of the employee a violation or potential violation of rules of conduct, regulations, work practices or other matters. Such discussions will be conducted in

private. These discussions should be as informal as possible, and are meant to be corrective rather than confrontational. The employee may have a representative present, upon request.

Section 46.08 Right to Review Evidence

An employee against whom action is proposed under this Article will have the right to review all of the information reviewed and/or relied upon, whether inculpatory or exculpatory, to support the action and will be given a copy upon request.

Section 46.09 Official Time

The employee and his/her representative will be granted a reasonable amount of official time for preparation and presentation of answers to proposed actions under this Article. The official time authorized may be extended upon request.

Section 46.10 Letters, Memorandums, etc.

Letters, memoranda, supervisor's notes, notes to the file, records, and other documents which may be inserted in the employee's office file, will be made available to the employee upon request when action is taken against the employee.

Section 46.11 Table of Penalties/Progressive Discipline

Although not exhaustive, the Agency's table of penalties and the theory of progressive discipline should be used as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses unlisted in the table of penalties may be derived by comparing the nature and seriousness of the offense to those listed in the table, the employee's previous history of discipline and other relevant factors in each individual case. In assessing penalties, consideration will be given to the length of time that has elapsed from the date of the current offense and/or any previous offense.

Section 46.12 Last Chance Agreements

In cases involving removal, the Employer may offer an employee an opportunity to sign a last chance agreement. Implementation of a last chance agreement will be for such cause as will promote the efficiency of the service.

ARTICLE 47

GRIEVANCE PROCEDURE

Section 47.01 Definition

A grievance is any complaint by an officer concerning any matter relating to a condition of employment of the 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, the Union or Employer concerning: the effect or interpretation, or a claim of breach, of this Agreement or any mid-term agreement; or any claimed violation of any law, rule, or regulation affecting conditions of employment.

Section 47.02 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 the provisions of the negotiated grievance procedure. The Employer agrees not to interfere with, restrain, coerce or engage in any reprisal against an employee or Union representative for exercising the rights contained in this agreement and this Article.

Section 47.03 Exclusions

- A. This procedure will not apply to any grievance concerning:
 - .1 actions taken against an officer for prohibited political activities;
 - .2 retirement, life and health insurance matters;
 - .3 any suspension or removal for national security reasons;
 - .4 any examination, certification, or appointment referred to in title 5 U.S.C. Section 7121(c)(4), or non-selection from a group of properly ranked and certified candidates, or failure to receive a non-competitive promotion;
 - .5 the classification of any position which does not result in a reduction in grade or pay;
 - .6 the removal of a probationary employee;
 - .7 notice of proposed disciplinary and adverse actions;
 - .8 the substance of an employee's elements, performance standards, or work objectives. A grievance may be filed under this Agreement concerning a completed performance appraisal only (a) if management applied the established performance standards for that job element in violation of either an applicable law (for example, failure to timely provide a performance plan, or failure to timely provide a mid-year

review) or a procedural requirement of this agreement; and (b) only if the violation adversely affected the rating.

.9 determination concerning awards, quality step increases, or failure by management to adopt a suggestion.

B. Grievances involving claims of back pay, overtime, denial of a differential or denial of a premium pay may be brought under the collective bargaining agreement or any applicable statutory/regulatory process but not both. The filing of a grievance or statutory/regulatory appeal determines the appropriate appeal procedure.

Section 47.04 **Exclusivity of Remedies**

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

Section 47.05 **Right to Union Assistance/Representation**

An officer is entitled to be assisted by the Union in the presentation of grievances. Any officer 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 presentation does not include the right to invoke arbitration, which is reserved to the Union. If an employee wishes to be represented by a non-bargaining unit officer or employee, such representation may be disallowed if:

.1 Management determines there is a conflict of interest; or

.2 the BEP 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; or

.3 the Union does not approve the designation.

When a bargaining unit officer is represented by the Union all written correspondence from the BEP related to the grievance will be addressed to the employee, with a copy to the designated Union representative.

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. The Union will be given reasonable notice of such meetings.

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

Section 47.06 Official Time

The grievant and his/her representative will be granted a reasonable amount of official time to prepare and present the grievance.

Section 47.07 Number of Representatives

Normally, the number of Union representatives will be along the following guidelines:

.01 one Union representative, and no more than one additional representative in training;

.02 for purposes of this section, the union’s labor counsel or other non-employee representative will be allowed to attend a meeting in addition to the Union representative. The Union will notify the Employer when it decides to exercise its right under the subsection;

.03 a number of representatives equal to the number of Employer representatives, when the Employer asks subject matter experts to attend.

Section 47.08 Disciplinary/Adverse Action

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

Section 47.09 Initiation of Grievance

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

The parties agree that the filing of Equal Employment Opportunity complaints can be made through the negotiated grievance procedure.

Section 47.10 **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 The issue or occurrence giving rise to the grievance, including the date and time the incident occurred;
- .02 the provision(s) of this Agreement, law, rule or regulation alleged to have been violated;
- .03 relevant evidence and information;
- .04 the relief requested; and
- .05 whether a meeting is requested.

Section 47.11 **Steps**

STEP 1. If informal resolution as stated in section 47.02 fails, an employee/representative will first present the grievance in writing by email, fax or hand-delivery one step above the policy issuing official, with a copy also served on the Employee & Labor-Management Relations Division (ELMRD). Failure to serve a copy on ELMRD will not negate a timely grievance. A meeting will be convened with the immediate supervisor within five (5) workdays from receipt of the grievance to discuss and clarify the issue(s). The supervisor will provide a written response within seven (7) calendar days after receiving the grievance. A seven (7)-day extension to initiate a grievance or respond to a grievance will be granted at the request of either party. Any further extension will be by mutual agreement but not unreasonably denied.

STEP 2. If the employee/representative is not satisfied with the decision at Step 1, they may seek further consideration of the grievance by submitting the grievance to Commander, or designee by email, fax or hand-delivery within seven (7) calendar days of the receipt of the answer at Step 1, with a copy also served on the Employee and Labor Management Relations Division (ELMRD). Failure to serve a copy on ELMRD will not negate a timely grievance. A meeting will be convened with the Step 2 management official with five (5) workdays from receipt of the grievance to discuss and clarify the issue(s). The Commander, or designee, will provide a written decision within ten (10) calendar days after receiving the grievance.

It is understood that both the union and management will attempt to resolve disputes prior to submitting to arbitration. As such, the Chief, Office of Security, may be called upon to review the circumstances of a grievance and to meet with the union as a final attempt at resolution prior to submitting the matter to arbitration.

On a case by case basis, and in the interest of expediting the process, the Union may request the Bureau to waive any step of the grievance process. Such requests shall not be unreasonably denied.

Section 47.12 Invoking Arbitration

If the grievance is not resolved to the satisfaction of the party who initiated the grievance, then that party may invoke arbitration in accordance with this agreement. Parties may not invoke arbitration under [Article 48](#) for oral counselings/admonishments and Letters of Warning.

Section 47.13 Grievance Not Advanced

Failure by a grievant or a Party to a grievance to file a grievance within strict accordance of time frames will be grounds to deny the grievance and will also be grounds to deny or reject the grievance in arbitration. If either party fails to respond within the allotted period and no extension of time has been requested, the grievance may be advanced to the next Step.

Section 47.14 Union Institutional Grievances

Grievances filed by the Union on its own institutional behalf will be initiated at Step 2 and will be filed within fifteen (15) calendar days of the event giving rise to the grievance. If the grievance is not resolved to the satisfaction of the Union, the Union may invoke arbitration.

Section 47.15 BEP Grievances

Grievances by the BEP on its own institutional behalf will be submitted in writing to the Union's Chairman or designee within fifteen (15) calendar days of the event giving rise to the grievance. The Union chairman or designee and a BEP representative will meet within ten (10) calendar days to discuss the grievance. The chairman or designee will issue a written decision on the grievance within fourteen (14) calendar days of the meeting described herein. The decision of the Union chairman will specify that it is the Union's formal decision on the grievance. If the grievance is not resolved to the satisfaction of the BEP, the BEP may invoke arbitration.

Section 47.16 Computation and Application of Time Limits

In computing time periods for Steps 1 and 2 of this Article, should the time to either file a grievance or respond to a grievance fall on a weekend or a holiday the time limit will automatically be extended to the next business day.

Section 47.17 Service of Grievance & Decisions

A grievance must be served at each step of the procedures established by this Article by hand delivery, fax or email to the appropriate individual. As to any grievance filed by a bargaining unit officer, service of a decision by the BEP's deciding official on the officer's designated Union representative by hand or to his mail box will constitute service on the Union.

ARTICLE 48

ARBITRATION PROCEDURE

Section 48.01 Arbitration

Within twenty (20) days following receipt of a decision at Step 2, the Party who initiated the grievance will notify the other Party if it intends to submit the matter to arbitration.

Section 48.02 Scheduling/Official Time/Witnesses

The grievance will be heard by the arbitrator 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 officer directly to his/her Shift Commander. The arbitration hearing shall be conducted on the Bureau of Engraving and Printing premises during normal day shift hours. Bargaining unit employees who are required by either party or the arbitrator to participate in the proceeding shall be excused from duty without loss of pay or charge to leave. Upon timely request by the Union (or before the exchange of witness lists), the BEP 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 BEP or who are not located at the duty location where the grievance arose.

Section 48.03 Pre-Hearing Procedures

A. As soon as possible after the selection of the arbitrator, but no later than ten (10) days before a scheduled hearing, the Parties will meet in an attempt to stipulate facts and issues in the case for joint submission to the arbitrator. The written issue(s) will be

presented to the arbitrator in advance of the hearing. If the Parties fail to agree on a joint submission of the issue(s) for arbitration, each shall submit a separate submission and the arbitrator shall determine the issue(s) to be heard. The Parties will exchange copies of exhibits they intend to present. This section will not preclude a Party from introducing rebuttal documents without prior notice.

At this time, the Parties will also exchange lists of potential witnesses whom they expect to testify. The parties shall provide the selected arbitrator with a copy of the list at the same time they exchange lists. The lists shall contain a summary statement concerning the proposed testimony of each proposed witness. Failure by the union or the agency to provide this advance notice may be cause not to release the requested employees. If the parties cannot agree, it shall be the sole discretion of the arbitrator to determine who may testify. Upon request of either party, the arbitrator may be asked to make a ruling prior to the hearing, via a pre-hearing telephone conference, on disputes involving witnesses.

This section will not preclude a Party from introducing rebuttal witnesses without prior notice.

Where no material issues of fact exist, the Parties may agree to forego a formal hearing and present the grievance directly to the arbitrator for a written decision based on stipulations and written submissions. In such circumstances, the arbitrator will be authorized by the Parties to make findings and conclusions and issue an award based on those submissions.

B. The parties will arrange for a Prehearing conference, with or without the arbitrator, to consider possible settlement and means of expediting the hearing. For example, this can be done by reducing the issue(s) in writing, stipulating facts, outlining intended offers of proof, authenticating proposed exhibits, or waiving the use of a transcript.

The parties shall endeavor, wherever possible, to stipulate the facts involved in a case prior to the opening of the arbitration hearing.

C. Except where the parties agree otherwise, a transcript of the proceedings will be made with the costs split equally between the parties.

D. Grievability/Arbitrability Decisions

Questions as to whether or not a grievance is on a matter subject to the grievance procedure in this Agreement or is subject to arbitration shall be submitted to the arbitrator as a threshold issue for decision. The arbitrator shall make grievability and/or arbitrability determinations prior to addressing the merits of the original grievance.

Section 48.04 **Hearing Procedures**

The arbitrator will have the following authority to:

- .1 administer oaths and affirmations;
- .2 make determinations as to the calling, examining and cross-examining of witnesses and introduction into the record of documentary or other evidence;
- .3 rule upon offers of proof and receive relevant evidence and stipulation of facts with respect to any issue;
- .4 limit lines of questioning or testimony which are immaterial, irrelevant, unduly repetitious or customarily privileged;
- .5 regulate the course of the hearing, including ruling on motions when appropriate;
- .6 draw any appropriate/adverse inference if a Party fails to present facts or witnesses that the arbitrator deems necessary;
- .7 hold conferences for the simplification of the issues by consent of the Parties;
- .8 request the Parties at any time during the hearing to state their respective positions concerning any issue in the case or theory in support thereof;
- .9 continue the hearing from day to day, or adjourn it to a later date with appropriate notice;
- .10 take official notice of any material fact not appearing in evidence in the record which is among the traditional matters of judicial notice;
- .11 sequester or exclude witnesses where appropriate;

The arbitrator will confine himself/herself to the precise issue submitted for arbitration and will have no authority to determine any other issues not so submitted.

Section 48.05 **Rights of the Parties**

The Parties will have the right to:

- .1 appear in person or by representative;
- .2 examine and cross-examine witnesses;
- .3 introduce into the record relevant evidence;

.4 a reasonable period prior to the close of the hearing for oral argument. Presentation of a closing argument does not preclude a Party from filing a post-hearing brief;

.5 file a post-hearing brief with the arbitrator. No reply brief may be filed unless requested or approved by the arbitrator.

.6 have copies of all documents filed with the arbitrator at any stage of the preceding simultaneously served on the other Party;

.7 appear at the hearing on official time.

Section 48.06 **Award**

The Arbitrator will submit his/her award to the Parties as soon as possible, but in no event later than thirty (30) days following the close of the record before him/her unless the Parties mutually agree to a specific extension. The award will make findings of fact and conclusions of law setting forth the basis of the decision. In matters covered under Title 5 U.S.C. 4303 and 7512 which have been raised under this procedure, an arbitrator shall be governed by Title 5 U.S.C. 7701 c(1). The decision of the Arbitrator is final and binding, except that exceptions may be filed in accordance with section 48.08.

If post-hearing briefs are to be filed and the Union's advocate is an employee of the BEP, up to twenty-four (24) hours of official time will be granted to prepare the post-hearing brief. The request to schedule such time will be made by an officer directly to his/her Supervisor.

Section 48.07 **Expenses/Costs**

The arbitrator's fees and expenses will be shared equally by the Employer and the Union. If a verbatim transcript of the hearing is made and either Party desires a copy of the transcript, that Party will bear the expense of the copy or copies they obtain from the reporter. The Parties will share equally the cost of the transcript, if any, supplied to the arbitrator. If prior to the arbitration hearing or decision, the Parties resolve the grievance, any cancellation fee will be shared equally by the Employer and the Union, unless mutually agreed otherwise. 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, unless mutually agreed otherwise.

Section 48.08 **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 48.09 **Arbitration Panel**

For the term of this agreement, the parties agree to establish a panel of arbitrators to resolve disputes. The individual arbitrators who will be listed on the panel will be finalized by Memorandum of Understanding.

Section 48.10 **Access to Information**

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 BEP will respond to such a request within seven (7) 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.

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 48.11 **Attorney Fees**

Reasonable attorney fees and costs will be provided to the employee's counsel if the employee is the prevailing Party and the payment of attorney fees is warranted in the interest of justice. The precedent of the Merit Systems Protection Board will be the standard the arbitrator will apply to the award of attorney fees.

ARTICLE 49

NO STRIKE - NO LOCKOUT

Section 49.01 **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 49.02 **No Lockout**

A lockout is defined as the Employer's withholding of work from employees and the agency's refusal to allow the employee to enter the facility, for a concession, in response to a collective bargaining dispute or a strike. The Bureau has determined not to lock out any employee.

ARTICLE 50

PRIVACY OF MEDICAL RECORDS

Medical records will be protected in accordance with the Privacy Act 5 U.S.C. 552a and the Health Insurance Portability and Accountability Act (HIPAA) 42 U.S.C. 1320d.

ARTICLE 51

PERFORMANCE AWARDS

Section 51.01 **Policy**

Awards will be granted in accordance with Bureau Policy on Awards, Chapter 451 and Police Operations Division policy. In the event that the Bureau proposes to make changes to either of these policies, the Union will be provided notice and an opportunity to bargain in accordance with applicable law and [Article 11](#) (Changes in Conditions of Employment/Union-Initiated Midterm Bargaining).

ARTICLE 52

EQUAL EMPLOYMENT OPPORTUNITY

Section 52.01 **Policy**

The Employer agrees to provide equal employment opportunities for employees without regard to an individual's race, color, religion, national origin, sex, age, mental or physical disability, sexual orientation, parental status, or protected genetic information.

ARTICLE 53

DURATION AND EFFECT

Section 53.01 Duration

Once all provisions of the agreement have been agreed to by the parties and after union ratification, the appropriate management and union officials or their designees will sign the agreement and tender the agreement for agency head review. The agreement will become effective thirty-one (31) calendar days from the date of execution or upon agency head approval, whichever occurs first. The agreement will thereafter remain in effect for thirty-six (36) months from the date of agency head approval.

If during agency head review, portions of the Agreement, or any modifications or amendments to this Agreement are disapproved, the disapproved proposals will be severed from the Agreement and the approved portion of the Agreement will go into effect. Either party may elect to reopen those disapproved proposals for renegotiation. In the alternative, the disapproval may be appealed by the Union to the Federal Labor Relations Authority.

Section 53.02 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 sixty (60) days but not later than thirty (30) days prior to the anniversary of the effective date of the contract. Negotiations to amend the agreement will commence not later than thirty (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 thirty days (30) 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 53.03 Local 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 Bureau and the FOP. The duly authorized representative of the Bureau will be designated by the Labor-Management Relations Division, in coordination with the Chief, Office of Security, or designee, and the FOP, by the Labor Committee Chairman.

Section 53.04 **Changes to the Agreement**

Any Article in this agreement may be reopened 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.