

LABOR AGREEMENT
BETWEEN
WALTER REED ARMY MEDICAL CENTER
WASHINGTON, DC
&
FRATERNAL ORDER OF POLICE
WALTER REED ARMY MEDICAL CENTER
POLICE FORCE LABOR COMMITTEE, INC.

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PREAMBLE

Pursuant to the policy set forth in 5 U.S.C. Chapter 71, and all its existing and future amendments, the following ARTICLES of the basic agreement, together with amendments that may be negotiated at a later date, constitute a total agreement by and between the Walter Reed Army Medical Center (WRAMC), Washington, DC, hereinafter referred to as the EMPLOYER AND WRAMC, DoD Police, Fraternal Order of Police, hereinafter referred to as the UNION.

WITNESSETH

Whereas it is the intent and purpose of the parties to promote and improve the efficient administration of the Walter Reed Army Medical Center, provide for the well-being of employees, maintain high standards of work performance on behalf of the public, to establish a basic understanding relative to personnel policies, practices, and procedures and matters affecting conditions of employment, and to provide means of amicable discussion and adjustment of matters of mutual interest; and

Whereas it is recognized that the participation of employees in the formulation and implementation of personnel policies and procedures which so vitally affect them, will contribute substantially to the improvement and efficient administration of the public service; and

Whereas Labor organizations and collective bargaining in the civil service are in the public interest, and effective Labor-Management Relations within Walter Reed Army Medical Center require a clear statement of the respective rights and obligations of the UNION and the EMPLOYER; and

Whereas the employees in the bargaining unit covered by this agreement have stated their desire to be represented in their employment relations by the UNION and the UNION has been granted exclusive recognition by the Federal Labor Relations Authority and that recognition has been acknowledged by the EMPLOYER, in accordance with the provisions of the law, as the representative of said employees.

The Parties hereto, in consideration of the mutual covenants herein and intending to be bound thereby, do therefore agree as follows:

ARTICLE 1

PARTIES TO THE AGREEMENT

Section 1.1. This Agreement is made by between the Office of the Walter Reed Army Medical Center, Provost Marshal Office, hereinafter called the “EMPLOYER,” and the Fraternal Order of Police, D.C. Lodge No. 1, Walter Reed Army Medical Center Labor Committee, hereinafter referred to as the “UNION.” The Employer and the Union are collectively referred to as the “PARTIES.”

Section 1.2. It is the intent and purpose of both parties to the agreement: (1) to promote and improve the efficient administration of the Department of Army and the major role it plays in the development and implementation of law enforcement and security programs for the DA community within the meaning of the Federal Service Labor-Management Relations Statute; (2) to establish and foster a basic understanding of personnel policies, procedures and practices, and matters affecting the conditions of employment; and (3) to provide a means for amicable discussion and adjustment of matters of mutual interest at the WRAMC Police Department.

Section 1.3. For purposes of this agreement, the agency is identified as any element of the Employer who exercises direct or indirect supervision over members of the bargaining unit.

Section 1.4. Where language in the agreement is used to denote an employee, supervisor, or other individual and is expressed in terms of one gender, the language will be construed to include the other, as appropriate.

ARTICLE 2

RECOGNITION AND COVERAGE OF THE AGREEMENT

Section 2.1. The Employer recognizes the Union as the exclusive representative of all non-supervisory Police Officers, Series 083, employed by the Walter Reed Army Medical Center, Provost Marshal Office in the Washington, D.C. metropolitan area, excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2),(3),(4),(6) and (7) as certified by the Federal Labor Relations Authority.

Section 2.2. The union recognizes its responsibility for representing the interest of all such employees without discrimination or regard to labor organization membership or status.

Section 2.3. Employee means bargaining unit employee. Position means bargaining unit and position. Day means calendar day unless otherwise stated.

ARTICLE 3

PROVISIONS OF LAW AND REGULATION AND EFFECT OF THE AGREEMENT

Section 3.1. 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.

Section 3.2. Any provision of this Agreement shall be determined a valid exception to and shall 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 exist.

Section 3.3. All other matters addressed by this Agreement, except as noted in section 3.2, shall be governed by published Employer policies and regulations in existence at the time the Agreement was approved and by subsequently published agency policies and regulations required by law.

Section 3.4. The Parties agree that this Agreement will not foreclose future I&I bargaining over specific action by the Employer.

ARTICLE 4

COLLECTIVE BARGAINING AND CHANGES IN WORKING CONDITIONS

Section 4.1. In this agreement and in the working relationship of the Parties, “meet and confer in good-faith” means the process whereby the Employer’s designated representatives and the representatives of the Union have a mutual obligation to meet personally and confer in order to exchange information, opinions, and proposals on matter 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.

Section 4.2. It is agreed that personnel policies, practices and matters affecting working conditions not specifically covered by this agreement shall not be changed by the Employer without prior notice to and negotiation with the Union.

Section 4.3. Should the Employer propose a change described in Section 4.2, the Employer agrees to provide the Union with at least 14 days written advance notice of the proposed change. The Union will have up to 10 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).

Section 4.4. If the Union submits written proposals for request to bargain over the impact and implementation of the change, 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 with the prescribed time period, the Employer may implement the change(s) as proposed.

Section 4.5. If, after a good faith effort, the Parties are unable to reach an agreement, the Parties agree to see 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.

Section 4.6. On any claim of no negotiability, the Employer will provide the Union with a written declaration of no 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. Any costs incurred will be borne equally by both parties.

Section 4.7. Either Party may initiate bargaining concerning conditions of employment on each anniversary of the effective date of the Agreement. Such notice will be tendered in writing at least 90 days prior to the anniversary date. Each party may offer no more than four (4) articles for additions, deletions or changes at midterm negotiations.

Section 4.8. No canvassing, attitude surveys, questionnaires or similar devices concerning personnel policies, practices or procedures affecting working conditions of employees of the bargaining unit will be utilized by the Employer without prior notification to the Union. If a report is generated, the Employer agrees to provide the Union with a copy of any report generated by the Employer which analyzes and/or provides recommendations resulting from canvassing, surveys or questionnaires. No canvassing, attitude survey, questionnaires or similar devices will contain any personal identifiers. However, a provision may be made for optional self-identification.

ARTICLE 5

EMPLOYER RIGHTS

Section 5.1. Nothing in this Agreement shall affect the authority of the Employer in accordance with 5 U.S.C. 7106.

ARTICLE 6

UNION REPRESENTATION, OBLIGATIONS AND OTHER ACTIVITIES

Section 6.1. The Union obligates itself and agrees to represent in good faith the interest of all employees in the bargaining unit covered by agreement without discrimination and without regard to membership in the union.

Section 6.2. The Employer agrees that local and national officers and other duly authorized representatives of the Union who are not active employees of the Employer will be recognized as follows:

- a. to meet with management officials on appropriate labor-management business if prior notification is provided the Employer's Labor Relations Officer.
- b. to serve as the chief negotiator for the Union when negotiating an agreement with the Employer; and to serve as an authorized observer for the Union or a representative of a grieved employee at a hearing.

Section 6.3. The Union will designate and the Employer agrees to representatives to handle appropriate representational functions. No more than one (1) representative per shift will perform representational functions during that specific shift.

Section 6.4. The Union agree to furnish to the Employer written notice of all designated representatives every six (6) months commencing October 1st and at the time of any change in designation. Official time may not be granted to any representative whose designation is not on file with the labor management branch and the employer.

Section 6.5. Any representative who requests official time for representational business will follow the procedures set forth in Article 20 of this Agreement.

Section 6.6. The Employer agrees that when given at least fifteen (15) calendar days advance notice by an employee in the unit that he/she has been selected or appointed to serve as a delegate to any Union activity requiring absence from work, such employee will be granted annual leave and/or leave without pay (LWOP), subject to staffing and

workload requirements. No uniform will be worn or use of official vehicles during off duty time unless prior approval by the Employer.

Section 6.7. The Employer agrees there will be no restraint, interference, coercion or discrimination against the representatives of the Union because of the performance of their union duties.

Section 6.8. The Employer agrees to annually inform employees of their rights under 5 U.S.C. 7114(a)(2)(B)(i)(ii) by posting the information on the official bulletin board. The notice shall be posted for not less than 10 days.

ARTICLE 7

UNION USE OF SPACE AND EQUIPMENT

Section 7.1. The Employer will provide office space and facilities to the Union for the conduct of official business. The space will meet customary and reasonable standards for habitability. The Employer will provide the Union with advance notice of any required office moves. The Employer agrees to allow union meetings in the PMO break room.

Section 7.2. 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 will be made at least five (5) workdays prior to the date desired.

Section 7.3. The Employer will provide a telephone, with local call capability. The Employer will list the telephone number of the Union in WRAMC directory and with the WRAMC directory assistance operator.

Section 7.4. Employer agrees that the Union can obtain additional office equipment through excess property and if property management is required, Employer agrees to sign over property to the Union for property accountability. The Union will be permitted reasonable access and reasonable use of photocopier after approval by the Employer.

Section 7.5. The Employer will continue to provide secured bulletin board for the posting of Union material. 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 they will submit the matter to arbitration as provided for in this agreement.

Section 7.6. The Employer will make available to the Union copies of personnel laws, rules, and regulations and updates, relevant to unit employees, subject to availability.

Section 7.7. The Employer will furnish electronically this agreement to all unit employees.

Section 7.8. Subject to safety and security requirements, and on advance notice, non-employee Union representatives will be authorized appropriate open parking passes for the conduct of official business.

Section 7.9. Bargaining unit employees will be issued parking permits in accordance with the Employer's regulations.

ARTICLE 8

NAMES OF EMPLOYEES AND COMMUNICATIONS

Section 8.1. Within thirty (30) days of the Union's request, the Employer shall furnish to the Union the name, title and grade of each employee covered by this Agreement. The Employer shall comply with up to two (2) such requests within any twelve (12) month period.

Section 8.2. The Employer agrees to permit the Union to distribute to each bargaining unit employee annually a Union announcement card, notifying the employees of the Union's Executive Board, representatives and that the Union is the exclusive bargaining representative and solicit information from the employee so that the Union may provide maximum service to the employee. No soliciting for membership, etc.

Section 8.3. The Union shall have the right to address any new employee when hired.

ARTICLE 9

LOCKER ROOMS/BREAK ROOM/SHOWERS

Section 9.1. The Employer shall provide lockers for all bargaining unit employees that are capable of being locked and large enough to hold appropriate issued equipment, uniforms and reasonable personal items. Bargaining unit officers lockers will not be searched except in accordance with law.

Section 9.2. When the Employer desires to conduct routine inspection of locker(s), to insure cleanliness, the Union will normally be given seven (7) days advance notice for inspection. A Union steward and/or Union official may be present for the inspection.

Section 9.3. In any instance where an officer's property or content 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 immediately. When the seizure occurs and the officer is absent, the receipt will be issued and provided to the officer as soon as possible.

Section 9.4. The Employer agrees to provide a break room with a microwave oven, refrigerator, sink, eating area.

Section 9.5. The Employer will provide available showers and showering facilities for use by bargaining unit employees.

Section 9.6. The Employer will make a reasonable effort to provide adequate locker rooms, break rooms/lunch areas 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 10

LABOR MANAGEMENT RELATIONS

Section 10.1. The parties agree to the establishment of a labor-management relations committee to convene in good-faith to seek mutual understanding on problems arising under this agreement or concerning labor-management relations.

Section 10.2. The Chairman of the Union will be the chair, or designee and three others

Section 10.3. The committee will not act on pending grievances, complaints, or disputes.

Section 10.4. Meetings will be held at the request of either party. The requesting party will include an agenda of items to be discussed. Items other than those on the agenda may be discussed by mutual agreement.

Section 10.5. Attendance at meetings will be limited to Union and Employer representatives and other persons schedule to speak on agenda items.

Section 10.6. Meetings will be conducted during working hours and on official time whenever possible.

Section 10.7. The Union chair will advise a designated official of the Employer a minimum of three (3) days in advance of a scheduled meeting, the names of individuals who are requesting to participate in meetings. However, the Union assumes responsibility for notifying Union representatives concerning time and place of the meeting and arranging for appropriate supervisory clearance for time away from the work site.

ARTICLE 11

RIGHTS OF EMPLOYEES

Section 11.1. The parties agree that employees shall have the right to form, or join, or assist any labor organization, or to refrain from any such activity freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of such right. Except as otherwise expressly provided under the Federal Service Labor-Management Relations Statute, such rights include:

- a. to act for a labor organization or as a representative and, in that capacity, to present the views of that organization to heads of agencies and other officials of the Executive Branch, the Congress, or other appropriate authorities; and
- b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 U.S.C. Chapter 71.

The employer will take such action as may be required to assure that employees in the unit are apprised of the rights described in this article, and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in a labor organization.

Section 11.2. Employees are expected to comply with all lawful orders of their supervisors. If an employee reasonably believes that an order violates a law, rule, or regulation, the employee may respectfully bring his/her belief to the attention of the supervisor. If the supervisor confirms the order, the employee will follow it. The employee may subsequently raise the issue through the negotiated grievance procedure. Employees who receive conflicting instructions from supervisors should respectfully bring the conflict to the attention of the supervisor. Normally, the employee is expected to follow the last order issued, after bringing the conflict to the last supervisor's attention. Employees who receive instructions from non-Employer supervisors should respectfully refer the request through their chain of command.

Section 11.3. An employee is free to resign at any time, to set the effective date of his/her resignation, and to have his/her reasons for resigning entered in his/her official records. The Employer may permit an employee to withdraw his/her resignation if the employee so requests in writing before the resignation becomes effective. The Employer may decline a request to withdraw a resignation before it becomes effective only when

the Employer has a valid reason and provides that reason in writing to the employee. A valid reason includes, but is not limited to, administrative disruption or the hiring or commitment to hire a replacement.

Section 11.4. Nothing in this agreement will require an employee to pay any money to a labor organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 11.5. The parties agree all provisions of this Agreement will be applied fairly and equitably to all employees in the bargaining unit.

Section 11.6. The Employer will make every reasonable effort to conduct discussions between a supervisor and employee, and other than regular work related conversations, in private. However, during any meeting between the supervisor and employee where formal discipline is being issued, the employee may request the presence of a Union representative. In those instances where more than one supervisor is involved in such a meeting with an employee, the employee may request a Union representative.

Section 11.7. The Employer will make every reasonable effort to provide in-office security to protect employees' personal belongings. Employees will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the workplace. Upon request, the Employer will instruct employees on filing a claim for reimbursement under 31 U.S.C. 3721 and make forms available in case of loss.

Section 11.8. If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee will have the right to contact and meet with the Union representative on duty time. The employee will be released from duties to contact and meet with the Union representative when he/she requests to exercise his right unless there is a pressing operational exigency. A representative of the Union will be given the opportunity to be present at any examination, discussion, a meeting or interview involving the employee. (Only as required by "Weingarten") Appropriate official time reports must be completed by all appropriate individuals.

Section 11.9. The Employer will make every reasonable effort to insure that employees receive their paychecks/direct deposit salary payments on the established payday. Employees are responsible for reviewing their earnings and leave statements and notifying their supervisors of any unexplained changes. When less than 80 percent of the bargaining unit employee's base salary payment is received on the established payday, the Employer will, at the employee's request, authorize an emergency payment pursuant to Employer's rules and regulations.

Section 11.10. The Parties agree that employee participation in the Combined Federal Campaign, blood donor drives, bond campaigns, and other worthy projects will be on a voluntary basis. This does not preclude giving general publicity and encouragement to employees to contribute. The Employer will not require or coerce employees to invest

their money, donate to charity or participate in these activities. Participation or non-participation will not advantage or disadvantage employees.

Section 11.11. The Employer will not inquire into any employee's personal life unless there is a job-related nexus or the conduct relates directly, (narrowly and specifically) to the employee's performance as a police officer or continued fitness as a police officer.

Section 11.12. If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Employer has knowledge of and can control the situation.

Section 11.13. The Employer will provide retirement planning information to bargaining unit employees. Such information may include but is not limited to, individual counseling, retirement materials, and life and medical insurance counseling.

ARTICLE 12

SICK LEAVE

Section 12.1. An employee shall earn sick leave in accordance with applicable law and regulations.

Section 12.2. The Employer shall grant sick leave to an employee when the employee:

- a. Receives medical, dental, or optical examination or treatment;
- b. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- c. Provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental or optical examination or treatment;
- d. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;
- e. Would, as determined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his or her presence on the job because of exposure to a communicable disease; or
- f. 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 12.3. Notification

An employee must call his/her supervisor or designee personally to report his/her illness unless physically unable to do so. Requests for sick leave must be called in to the Employer within two (2) hours prior to the employee's reporting time or as soon

afterward as practicable. Employees on leave restriction may have additional reporting requirements.

In cases where an employee is confined to his/her home or in a hospital for an extended period, and when an employee provides the Employer with a tentative return to work date, he/she will be required to notify the Employer on the first day of each occurrence of illness and will not be required to call in on daily basis, unless specifically required by the Employer.

In those cases where an employee is confined to his/her home or in a hospital for an extended period and cannot provide a tentative return date, arrangements for adequate reporting will be made by the employee with the supervisor or designee.

In all other cases where an employee's absence exceeds three (3) days, the employee will notify the Employer at the beginning of each three (3) day period he/she is absent. If possible, the employee will provide the Employer with a tentative return date. If the employee was examined by a medical provider and the medical provider advises the employee to stay out a certain number of days, the employee will then contact the Employer and inform them as soon as practicable.

Section 12.4. An employee will not be required to furnish a medical certificate to substantiate a request for sick leave of three (3) days or less. However, Employer may, by use of a Leave Restriction letter, require medical documentation for less than three (3) days. An employee is required to furnish a medical certificate for absences for more than three (3) workdays, and must in those circumstances clear through Occupational Health prior to returning to duty.

Section 12.5. An employee who, because of illness, is released from duty, by his/her supervisor on the recommendation of the Civilian Employees Health Services (CEHS), will not be required to furnish a medical certificate in support of sick leave for the day on which he/she was released from duty. However, use of sick leave for succeeding days is subject to the notification and certificate requirements of this article.

Section 12.6. Whenever an employee's request for sick leave is disapproved, he/she shall be given a written reason, if requested.

Section 12.7. Requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

Section 12.8. Except in cases of abuse, sick leave usage shall not be a factor for promotion, discipline, or other personnel actions.

Section 12.9. Each employee shall be entitled to an advance up to thirty (30) days sick leave for serious disability or ailment, except when:

- a. It is known that he/she does not intend to return to duty or when available information indicates that his/her return is only a remote possibility.
- b. He/she has filed or the Employer has filed an application for disability retirement;
- c. He/she has signified his/her intention of resigning for disability.

The absence because of illness must be for a period of two (2) or more consecutive workdays, but the actual advance of sick leave may be for all or any part of the total absence.

Section 12.10. When an employee becomes seriously ill or injured at work, the Employer 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 Employer will notify the employee's family or designated party of the occurrence and location of the employee.

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 12.11. Leave Abuse.

An employee suspected of misuse of sick leave will be counseled and the employee's reasons for the absences will be considered before any determination is made that abuse has occurred.

The possibility of leave abuse is generally raised when a bargaining unit employee uses an unusual amount of sick leave in an established pattern or under questionable circumstances.

After becoming familiar with the bargaining unit employee's record, the supervisor will hold a counseling interview with the employee if there is reason to suspect leave abuse. The counseling interview will enable the supervisor to:

- a. Let the bargaining unit employee know that the supervisor is aware of and concerned about the employee's leave habits;
- b. Ascertain whether or not there is a health problem or unusual physical condition, which is contributing to the bargaining unit employee's absenteeism;
- c. Provide individual advice and instruction to the bargaining unit employee concerning the unscheduled leave regulations and determine if the employee may have misunderstood them. If necessary, caution the employee against improper leave practices, and remind him/her of the penalties for abusing the leave regulations.
- d. When counseling fails, an employee may be denied leave and/or required to furnish medical certification for all absences from work. Failure to provide such evidence may result in absence being charged as Absence Without Leave (AWOL), and may be grounds for further action by the agency.

Section 12.12. Return to Work.

The employee will contact the Employer as soon as practicable when the employee reasonably knows he/she will be returning to work.

ARTICLE 13

ANNUAL LEAVE

Section 13.1. Employees shall accrue leave at the rates established by Title 5 U.S.C. 6303. Annual Leave is provided, and may be used for two general purposes:

1. To allow every employee an annual vacation period for extended leave for rest and recreation; and
2. To provide for periods of time off for personal and emergency purposes.

Section 13.2. Except where a leave exigency exists, employees will be authorized the use of all annual leave which they will earn within a leave year. If an emergency arises which precludes an employee from using appropriately scheduled use-or-lose leave, such leave may be carried over to the next leave year in accordance with governing regulations. Exigencies for public business shall be determined in accordance with applicable law, rule, or regulation.

All employees will be afforded the opportunity to take two (2) consecutive weeks annual leave each year. The Employer will notify the Union, when the Employer makes a decision to place the facility in a leave exigency status. In the event a leave exigency exists, the Parties will negotiate the amount of annual leave each employee can use and the procedures to be used to distribute the leave equitably among bargaining unit employees.

Section 13.3. The parties recognize that employees should apply in advance for approval of anticipated annual vacation leave. Requests are to be submitted prior to March 31, of each year for inclusion in the overall vacation schedule. Any dispute between employees desiring the same time will be resolved by granting the vacation time of the employee with continuous seniority in grade except as follows: vacations during Christmas will be offered on a rotating schedule, irrespective of seniority.

Section 13.4. Annual leave requested for any period during a posted watch schedule, for the shift being worked shall normally be approved/disapproved by the supervisor on the shift being worked as soon as possible. Leave requests for future

shifts will normally be approved/disapproved within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less. Approval/disapproval will not be subject to conditional circumstances. Leave requests will be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave will be approved in the order that the Employer received the request. The Parties will establish a secure method for recording leave requests.

Section 13.5. Except as authorized in OPM regulations, no employee will be forced to take annual leave.

Section 13.6. Unless operational requirements do not permit, bargaining unit employees may be authorized the use of all accumulated leave. Restored leave shall be authorized in accordance with applicable law and regulations.

Section 13.7. An employee may cancel annual leave at any time. When an employee cancels scheduled annual leave and returns to duty, he/she shall be assigned to work the shift, which he/she would have worked, if the annual leave had not been scheduled, unless operational requirements dictate or allow assignment to a different shift.

Section 13.8. Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave in accordance with applicable regulation.

Section 13.9. All annual leave requests shall be submitted on an OPM SF-71. The form shall be dated, signed, approved/disapproved, as appropriate, and a copy returned to the employee.

Section 13.10. Employees who occupy positions involving shift operations will, when possible, notify their supervisors of the need of Emergency leave at least two (2) hours prior to the beginning of their shift. Approval of such leave will be requested from the duty supervisor or the designated representative. The Employer is responsible for informing employees, as to who they must notify (e.g., duty supervisors, duty officer or other representative) including telephone numbers. Representatives will be responsible for transmitting such notification to the supervisors, as soon the supervisor can be located. Supervisors are also responsible for making themselves reasonably accessible for such calls.

ARTICLE 14

LEAVE WITHOUT PAY

Section 14.1. 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 14.2. Where an employee knows in advance that LWOP must be requested because annual and/or sick leave is not available, requests for LWOP will be submitted in writing on form SF-7 1, allowing sufficient time for decision prior to its requested starting date.

Section 14.3. Where an employee requests an extended period of LWOP, the supervisor will approve or disapprove leave requested by the employee based on a review of the particular circumstances and convey that decision to the employee. Where the particular circumstances or period of leave being requested are such that space on the SF-71 is not adequate for the justification or explanation, the employee may submit an accompanying memo or letter.

Section 14.4. 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 14.05 Educations.

Section 14.5. Education:

A maximum of 1 year of LWOP may be granted to an employee for educational purposes, provided the following criteria are met:

1. The employee must have at least 1 year of service in the Agency.
2. The employee's record for the previous 2 years must be acceptable.
3. The education must be directly related to the employee's career goals within the Agency, and completion of the courses should prepare the employee for more effective work in the Agency.
4. The employee's career plans must be reasonable and related to overall Agency career planning.
5. The employee signs an agreement that he will return to his/her position in the Agency upon completion of the period of LWOP.
6. The work needs of the Agency permit.

The employee will be informed about the possible loss of benefits and status as a result of the LWOP status.

Section 14.6. Exceptions for humanitarian reasons:

Occasionally situations may arise whereupon LWOP beyond the limits set in the Family medical Leave Act is appropriate. Employees having extreme emergencies and/or hardship situations may request additional LWOP, not otherwise authorized,

by making their request through channels. Employees must submit the same information required for leave under the Family Medical Leave Act.

ARTICLE 15

MISCELLANEOUS LEAVE AND EXCUSED LEAVE

Section 15.1. Court Leave.

1. Court leave will be granted in accordance with applicable regulations to an Employee who is required by subpoena or direction by higher authority to appear as an official or unofficial witness for the Federal Government, the government of the District of Columbia or any state or local government. The court may be a federal, state, District of Columbia or municipal court. When the employee is called as a witness for the government, he/she will notify his/her supervisor promptly so that proper arrangements may be made for his/her absence from duty.
2. Employees call for jury duty or jury qualification will be granted leave consistent with regulations. When called, the employee will promptly notify the leave approving official and submit a true copy of his/her summons for jury service. Upon completion of his/her service, the employee will present to the leave approving official evidence from the court indicating time served on such duty.
3. An employee released by the court in sufficient time to return to work and to perform duty for at least (2) two hours of his/her regular work shift will be required to return to work or be charged appropriate leave for his/her absence. However, duty time added to court time will not exceed eight (8) hours total per day.
4. 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.
5. 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.
6. Generally, fees received for jury duty or witness service on a non-workday, / a holiday or while in a leave without pay status may be retained by the

employee. The employee may retain any mileage and subsistence allowance received.

7. When an employee is summoned or assigned by the Agency to testify in an official capacity on behalf of the United States Government, the Commonwealth of Virginia, the State of Maryland, the District of Columbia, or any State or the Government of the District of Columbia, he/she is in an official duty status as distinguished from a leave status, and is entitled to his/her regular pay.
8. An employee, not in an official capacity, who is subpoenaed or otherwise ordered by the court to appear as a witness on behalf of a private party when a party is not the United States, the Commonwealth of Virginia, the State of Maryland, District of Columbia, or State or local government, shall be granted annual leave or LWOP for his/her absence as a witness, at the employee's request.

Section 15.2. Voting and Registration Time.

1. Local Commuting Area. As a general rule, an employee is not entitled to any excused time if the polls are open 3 hours either before or after his/her working hours. If the polls are not open at least 3 hours before or after, the supervisor will grant sufficient time to vote in order to permit the employee to report for work 3 hours after the polls are open or leave work 3 hours before the polls close, whichever requires the lesser amount of time off.
2. Beyond Commuting Distance. If an employee's voting place is beyond normal commuting distance, and if voting by absentee ballot is not permitted, the supervisor may authorize up to one hour of authorized absence.
3. For employees who vote in jurisdictions which require registration in person, time off to register may be granted on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one-day round-trip travel distance of the employee's place of residence.
4. The employee has the responsibility to make arrangements with the leave approving official in advance for time off to vote or register.

Section 15.3. Blood Donation.

An employee who donates blood at the Agency shall be allowed up to 2 hours to leave his/her worksite, give blood and return to his/her worksite. Employees whose jobs require repetitive lifting of weight over 50 pounds, driving motorized vehicles,

or the operation of high speed automated equipment shall be allowed up to 2 hours after giving blood to recuperate and return to their worksite. However, a request for additional time to recuperate in the Agency medical unit shall not be unreasonably denied. An employee shall be excused to donate blood, for up to 4 hours, when the donation is made outside the agency and is coordinated through the Employer. The Employer shall request verification from the employee.

Section 15.4. Work-Related Personnel Matters.

1. Interviews for Promotions within DoD. An employee whose name appears on the agency's Federal Merit Promotion Program Certificate shall be granted administrative leave to be interviewed by the selecting official if necessary.
2. Visits to the Personnel Office. Supervisors may grant a reasonable amount of time to employees for authorized visits to the Personnel Office.
3. Examinations. An employee who takes an examination administered by the Agency during his/her regularly scheduled tour of duty will be in a duty status.

Section 15.5. Funerals.

1. An employee who is a member of an honor or ceremonial group of an organization may be excused for up to 4 hours in any one day to enable him to participate as an active pallbearer or as a member of a firing squad or a guard of honor in a funeral ceremony of a fallen member of a law enforcement organization. The employee will provide appropriate documentation.
2. An employee shall be granted up to 3 days of leave to make arrangement for or to attend the funeral or memorial services of an immediate relative. The 3 days need not be consecutive, but, if not, the employee will furnish the Agency satisfactory reasons justifying a grant of funeral leave for nonconsecutive days. Funeral leave shall be granted only from a prescribed tour of duty, including regularly scheduled overtime. The term "immediate relative" is defined as:
 - a. Spouse, and parents thereof;
 - b. Children, including adopted children, and their spouses;
 - c. Parents;
 - d. Brothers and sisters and their spouses;

- e. Any individual related by blood or affinity whose close association with the deceased was such as to have been equivalent of a family relationship.

Section 15.6. Funerals of Federal Law Enforcement Officers.

The Employer will allow the Union Chair or his/her designee to attend the funeral of a law enforcement officer employed by the Federal government in the Washington, D.C. metropolitan area or a D.C. Metropolitan police officer killed in the line of duty.

The Employer will allow, not to exceed 16 hours, the Union Chair and one (01) Union designee to attend Police Memorial week for police officers who died in the line of duty. While on duty administrative leave will be granted to perform this function.

Section 15.7. Conventions, Conferences and Meetings.

Employees 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. Attendance is limited to those situations in which the employee is an official representative of the Agency.

ARTICLE 16

EXCUSED ABSENCE DURING HAZARDOUS GEOLOGICAL/WEATHER CONDITIONS

Section 16.01. Given the nature of law enforcement responsibilities, all bargaining unit police officers 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 will 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 3, satisfies the Employer that emergency conditions prevented the employee from reporting to the facility.

Section 16.02. 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 16.03. 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 16.04. 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 17

POSITION DESCRIPTIONS/CLASSIFICATION

Section 17.1. Each employee covered by this Agreement, upon request, will be provided a position description, which accurately reflects the duties of his/her position. Position descriptions will be consistent throughout the agency. If an employee believes that his/her position description or classification is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union representative. A dispute regarding the accuracy of an employee's position description may be handled under the grievance procedure or statutory appeal process but not both. An employee may appeal the classification of his/her position in accordance with OPM regulations.

Section 17.2. An employee will not normally be required to perform duties that do not have a reasonable relationship to his/her official position description. When it becomes necessary to assign duties that are not reasonably related to the employee's official position description and are of a recurring nature, the position description will be amended to reflect such duties.

Section 17.3. The Union may make recommendations and present supporting evidence regarding its views on the adequacy and equity of positions or grade levels.

ARTICLE 18

TRANSITIONAL DUTIES/ASSIGNMENTS

Section 18.1. The Employer and the Union recognize that an employee may medically require transitional duties as a result of injuries or illnesses contracted either on or off the job. When an employee requests transitional duties as a result of an on the job illness or injury, the regulations of the Department of Labor will be followed to determine the appropriate placement of the employee.

Section 18.2. When an employee requests transitional duties as a result of an off the job illness or injury, the employee will provide the following information from his/her physician in support of the request:

1. The history of the medical condition;
2. Clinical findings of the most recent medical valuation;
3. Diagnoses, including the current clinical status;
4. Prognosis, including plans for future treatment, and an estimated date of full or partial recovery;
5. An explanation of the impact of the medical condition on overall activities;
6. An explanation of the medical basis for any conclusion that the employees returned to duties will not aggravate the condition; and
7. An explanation of any conclusion that the condition has not become static or stabilized.

The employer will make every effort consistent with its staffing needs in the employees document limitations to place the employee in an appropriate position. It is agreed that every effort will be made to provide transitional duty assignments to avoid placing an employee in a leave usage status. The Employer agrees to place an employee who has been returned to work by medical authority for transitional duties only on a type of work that will not aggravate the illness or injury, if available. Appropriate and reasonable transitional duty work will be assigned to injured or temporarily disabled employees on a fair and equitable basis with paramount consideration for the health of the employee.

Section 18.3. The Employer agrees that it will assign an employee transitional duties within the WRAMC Police Department to the extent such duties are available.

Section 18.4. Employees assigned transitional duties will continue to be considered for promotional opportunities for which they otherwise qualified.

Section 18.5. Employees assigned duties under this provision will normally continue to be considered as bargaining employees and will be entitled to all the protections of this agreement and those provided by law and regulation.

ARTICLE 19

INJURY COMPENSATION

Section 19.1. The Employer and the Union recognize that administration of the Federal Employees' Compensation Act is the responsibility of the Department of Labor, Office of Workers Compensation Programs (OWCP). To the extent such actions are within its control, the Employer will provide full assistance to employees injured on the job. The Union will aid in these efforts to the extent possible. The following procedures are provided as guidance to supervisors, employees, and representatives in the event of an employee injury. They are not intended to supersede any current or future OWCP regulations.

Section 19.2. Whenever an employee sustains a traumatic injury/occupational disease that he/she believes occurred while in the performance of duty, he/she would promptly notify his/her supervisor. Supervisors should arrange prompt medical treatment for the employee. The Employer agrees that immediate conveyance to a physician or the nearest appropriate medical facility will be provided.

Section 19.3. When notified of an employee injury, supervisors will promptly authorize examination and treatment normally through the use of Form CA- 16, Authorization for Examination and/or Treatment. The employee will be provided a Form CA-i (Notice of Occupational Injury) or Form CA-2 (Notice of Occupational Illness), and a Form CA- 17, Duty Status Report, by his/her supervisor. Representatives of the Employer, a union representative or other individual may assist the employee in the completion of the CA-1/CA-2.

Section 19.4. When the employee returns the CA-1/CA-2 to the supervisor, supervisors should review the form for completeness and promptly forward it to the FECA office, which will send it to OWCP as soon as possible but not later than ten (10) working days from the date of the receipt of the CA-1/CA-2 from the employee. CA-1/CA-2 forms will not be held for receipt of supporting documentation.

Section 19.5. The Employer agrees that time spent undergoing emergency medical treatment will be "on the clock" to the extent the employee would otherwise be in a

Duty status, including the employee's returned during non-duty hours on the next workday, if requested by the supervisor. If the employee is unable to return to work and requests the Employer to mail the forms, the Employer will promptly do so.

Section 19.6. If the employee is unable to return to work the day following the injury, the employee may elect continuation of pay (COP) or leave. Absent such an election, the employee will be placed on COP.

Section 19.7. The Employer will brief employees in the unit regarding their rights and responsibilities under the OWCP program on a yearly basis. The briefings will be sufficient in number to provide adequate notice to all employees in the bargaining unit.

ARTICLE 20

OFFICIAL TIME

Section 20.1. Any employee representing the Union, or in connection with any other matter covered by Title 5 chapter 71, or any employee in an appropriate unit represented by an exclusive representative, will be granted official time in any amount the agency and the Union agree to be reasonable, necessary, and in the public interest.

Section 20.2. Any employee representing the Union in the negotiation of a collective bargaining agreement will be authorized official time for such purposes, including attendance at impasse proceeding, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized under this subsection will not exceed the number of individuals designated as representing the agency for such purposes.

Section 20.3. Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization officials, and collection of dues) will be performed during the time the employee is in a non-duty status.

Section 20.4. A Union representative will be allowed time away from his/her job to transact any authorized functions only after requesting and receiving permission from his/her supervisor. The representative will inform his/her supervisor that the representative needs to conduct authorized Union business and the approximate time needed. The representative will provide the supervisor the location and/or telephone number where the representative can be reached. Supervisors will grant such requests, unless work related requirements preclude the representative's absence at that time. When this occurs, the supervisor will promptly advise the representative of when the time can be granted. The representative will notify his/her supervisor upon returning to work.

Section 20.5. In addition to the requirements of Section 20.04, the Union representative must also obtain permission from the supervisor of the employee with whom he/she wants to meet.

Section 20.6. Employees will request permission when they must meet with their Union representative away from their place of duty. The employee will inform the supervisor that a work-related issue is to be discussed, the approximate duration of the meeting and the location or telephone number where the employee can be reached. Supervisors will grant such requests, unless there are work-related requirements, which would preclude the employee's absence at that time. When this occurs, the supervisor will promptly advise the employee when such authorization will be granted. The employee will notify his/her supervisor upon returning to duty.

Section 20.7. Requests for official time will not be unreasonably denied.

Section 20.8. 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 department and/or may designate another bargaining unit member to represent the Union in the matter involved.

Section 20.9. Any dispute over the use of official time may be resolved through the negotiated grievance procedure or the unfair labor practice procedure, but not both.

Section 20.10. The Union recognizes its obligation to insure that representatives do not abuse official time by unduly absenting themselves from their assigned work areas. The Union agrees to make every reasonable effort to perform their authorized representational duties in a proper and expeditious manner.

Section 20.11. The Employer agrees that up to forty (40) hours of official time within a fiscal year, but not travel or per diem, may be granted for attendance at Union sponsored training designed to advise representatives on matters within the scope of labor-management relations which are of mutual concern to the parties. An agenda or general description of the topics to be covered will be provided to the Employer.

Section 20.12. Official time may be granted to Union representatives to attend workshops or seminars of mutual benefit to the Employer and the Union. Such requests are subject to the usual conditions for granting leave. The request will normally be submitted by the Union at least fifteen (15) calendar days in advance to the Employer and must include an agenda or general description of the topics to be covered.

Section 20.13. The Employer agrees that when given at least fifteen (15) calendar days advance notice by an employee in the unit that he/she has been elected or appointed to serve as a delegate to any Union activity requiring absence from work, such employee will be granted annual leave and/or leave without pay (LWOP), whenever practicable.

Section 20.14. Union representatives will be granted annual leave or leave without pay, subject to the usual conditions for granting leave, to attend Union activities which are classified as internal Union business. The request for such leave will be submitted as far in advance as possible.

Section 20.15. Official time, not to exceed 16 hours, may be granted to the Union Chair and one (01) Union designee to attend Police memorial week for police officers who died in the line of duty. Such requests are subject to the usual conditions for granting leave. The request will normally be submitted by the Union at least fifteen (15) calendar days in advance to the Employer include an agenda or general description of the function.

ARTICLE 21

UNIFORMS AND UNIFORM ALLOWANCE

Section 21.1. The Agency provides a uniform allowance of \$200 twice a year for the purpose of purchase and maintenance of uniforms.

Section 21.2. All bulletproof vests and body armor shall be a minimum of Level II and will not be utilized by the Agency in excess of the manufacturer's recommended life.

Section 21.3. The Employer will provide all equipment for bargaining unit employees including but not limited to the following items:

- a. All jackets, windbreakers and coats;
- b. All leather equipment's
- c. All safety equipment as required
- d. Service weapon and handcuffs
- e. Badges and patches
- f. Rain Gear, which provides for adequate visibility of the officer;
- g. Baton and mace
- h. A set of credentials in a leather case
- i. A set of retirement credentials in a leather case and retirement badge for all retired WRAMC/DA polices. The Employer and the Union will each pay 50% for the cost of retirement credentials.

ARTICLE 22

NO STRIKE - NO LOCKOUT

Section 22.1. 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.

ARTICLE 23

DUES WITHHOLDING

Section 23.1. 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 23.2. 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 Defense Finance and Accounting Service (DFAS) through the Labor-Management Employee Relations Division (LMER) Personnel and Security.

Section 23.3. 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 LMER. The form must be received in the payroll office at least fourteen (14) days prior to the beginning of the pay period in which the deduction is to begin.

Section 23.4. The Union agrees to give prompt, written notification to the appropriate payroll office 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 23.5. An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of SF-1188 to LMER, provided the employee has been in dues withholding for one (1) year. The employee must submit the revocation ten (10) days prior to and including the anniversary date of the deduction. Upon receipt of the revocation form which has been properly completed and signed by an employee during the appropriate revocation period, the Customer Service Representative (CSR) will discontinue the withholding of dues from the employee's pay effective the first full pay period after the revocation. There will be only one (1) revocation period each year. The payroll office 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 23.6. The amount of dues to be withheld under this Agreement will be the regular dues of the member as specified on the members SF-I 187, or as certified by the Union if the amount of the regular dues has been changed as provided in Section 7 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 23.7. If the amount of regular dues is changed by the Union, the Union will notify the Agency, 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 23.8. 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/Walter Reed Army Medical Center Labor Committee, normally within 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 appropriate CSR of any change in its bank or depositing information.

Section 23.9. All deductions of dues provided for in this Agreement will be automatically terminated upon separation of an employee from the bargaining unit. The Employer/Union will be responsible for notifying the appropriate CSR when one of these actions occurs.

Section 23.10. Dues Deductions for the payment of special assessments under the terms and conditions contained in this Agreement are also authorized in accordance with 5 C.F.R. §550.31 1(7)(b). A separate SF-1187 must be submitted to authorize such deduction.

Section 23.11. In the event dues are discontinued erroneously, the Agency will automatically reinstitution the previously submitted SF- 1187 on the dropped employee's behalf. The Agency will be responsible for reimbursing the Union in an amount equal to the regular and periodic dues the Union would have received for the period of termination.

Section 23.12. 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 CSR 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 Agency and the Union from any obligation to reimburse the employee for dues withheld.

Section 23.13. If the Agency makes an erroneous payment to the Union or employee, the Agency will correct the erroneous payment by billing the Union or employee directly within thirty (30) days from the payment date. After the Agency 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 Agency 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.

ARTICLE 24

RECOGNITION AND AWARDS PROGRAM

Section 24.1. The Employer may grant a cash, honorary or informal recognition award or may grant a time-off award without charge to leave or loss of pay to an employee for:

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

Section 24.2. The Employer agrees that quality step increases and monetary awards associated with excellent ratings will be based solely on the comparison of job performance against written performance standards for duties and responsibilities in the employee's position description. Other awards may or may not be associated with job performance.

Section 24.3. A cash award under this article is a lump sum payment and is not basic pay for any purpose. An award is subject to applicable tax rules such as withholding.

Section 24.4. A performance award may be granted to a separated employee or the legal heir(s) or estate of a deceased employee provided that the employee was on the rolls for the rating period. A cash award may be granted at any time.

Section 24.5. Time-off awards (TOA) will be in accordance with 5 U.S.C. §4502, government-wide and agency regulations. It should be used principally to recognize contributions that are of a one-time, non-recurring nature. Employees may be granted up to 80 hours of time off during a leave year without charge to leave or loss of pay. The

maximum amount of time off which may be granted to an employee for any single contribution is 40 hours.

Section 24.6. The Employer will, upon request, provide the Union with the total award dollar amounts and how the allocation was made within the WRAMC Garrison.

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY

Section 25.1. The Employer agrees to provide equal employment opportunities for employees without regard to race, color, national origin, sex, age, marital status, creed, handicap, political affiliation or membership in a labor organization.

Section 25.2. The Employer has the responsibility for promoting full realization of equal employment opportunity through a positive, continuing program in accordance with directives, government-wide rules and regulations and the law.

Section 25.3. The Employer will make available to employees written information describing the EEO complaint process. The names and telephone numbers of EEO counselors will be posted on bulleting boards and kept current.

Section 25.4. The responsibility for counseling employees and the formal investigation and adjudication of EEO complaints rests with the Employer. The parties incorporate by reference the requirements set forth in the Rules and Regulations of the Equal Employment Opportunity Commission, Office of Personnel management, merit Systems Protection Board and DOD/DA/WRAMC as applicable to this Article.

Section 25.5. When appointing Equal Employment Opportunity counselors, the Employer will consider nominations from the Union. The Union's nominee will be considered with other potential candidates. Appropriate training will be provided those employees selected as counselors.

Section 25.6. The Employer agrees to furnish the Union the following EEO information on a yearly basis:

Workforce profile by grade level according to age, sex, race, national origin and disabling condition.

ARTICLE 26

DETAILS

Section 26.1. Details to a higher paid position will be used only when necessary services cannot reasonably be obtained by other means, and should be limited to the shortest time.

Section 26.2. When an employee is detailed to a vacant position for more than 90 days, the Agency will implement a temporary promotion in accordance with the Merit Promotion Program.

ARTICLE 27

HAZARDOUS DUTY/ENVIRONMENTAL DIFFERENTIALS

Section 27.1. The parties agree that Title 5 C.F.R. Part 550, Subpart I, App. A, (hereinafter App. A) And any changes, alterations or amendments thereto will be incorporated into this Agreement by reference. The Union will be advised of any applicable changes, alterations or amendments in a timely manner and a copy provided to all employees. The parties agree that a determination in response to a request for the differential under this section will be made as expeditiously as possible.

Section 27.2. It is the policy of the Employer to eliminate or to reduce to the lowest level possible, all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential may be warranted in accordance with App. A. However, the existence of Hazardous Duty/Environmental Differentials is not intended to condone work practices, which circumvent Federal safety law, rule, and regulations.

Section 27.3. A Hazardous Duty/Environmental differential will be paid to bargaining unit employees when performing assigned duties which exposes the employee to a hazard of an unusual nature, provided for by appropriate regulation, which could result in significant injury, illness, or death; or when the employee is exposed to a physical hardship of an unusual nature under circumstances which cause significant physical discomfort or distress not practically eliminated by protective devices; and who are exposed to a working condition of a nature under circumstances involving exposure to fumes, dust, or noise which cause significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation or conditions which cause abnormal soil of body and clothing, etc., and where such distress or discomfort is not practically eliminated.

Section 27.4. Employees will be notified when assigned work for which hazardous duty/environmental pay is indicated. 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. The supervisor will at that time notify the employee if hazardous duty/environmental differential pay (HDP/EDP) is warranted, and if warranted, will take the necessary steps to pay the employee.

However, if the supervisor or the Union is uncertain concerning the exposure, he/she or the Union may contact a representative of the Safety and Environmental Management

Division (SEMD) who will investigate and determine if conditions warranting a hazardous/environmental differential exists. Normally the SEMD decision will be rendered within two-weeks or sooner if possible.

If the Union is dissatisfied with the SEMD determination, it may call an OSHA inspector for a second opinion on the issue of exposure and/or degree of exposure; the effect of safety and protective devices, and whether the hazard has been abated to practically eliminate the potential for personal injury or illness. Unresolved complaints regarding environmental pay will be processed in accordance with the grievance procedure in this agreement.

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

Section 27.5. When the Union believes that a work situation warrants coverage under App. A, it will notify the Employer of the category, location, and nature of the hazard to justify payment of the environmental differential.

When the Employer determines or proposes that a local work situation is such that it would be included in a payable category as outlined in App. A, it will notify the FOP Chairman or his/her designee of the category, location, and nature of the hazard and will provide in writing the reason for the payment of the HD/E differential.

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

Section 27.6. The Union will be provided with a list of hazardous and/or dangerous substances that are present in the workplace and the location of these substances. The police communications center will also keep a listing of these hazardous and advise bargaining unit officers when dispatched to an area where dangerous substances are present.

ARTICLE 28

SAFETY AND OCCUPATIONAL HEALTH

Section 28.1. It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to observe safety rules and practices as a measure of protection for the employee and others. As a result, the Employer and the Union will establish a safety and health committee to meet quarterly or as needed to discuss safety matters. The Committee members will be comprised of two (2) representatives of the

Union and an equal number of management members. The committee will operate by consensus whenever possible. When consensus cannot be reached each party may unilaterally submit its recommendations in writing.

Section 28.2. Protective equipment and safety devices, which the Employer requires employees to use or wear, will be provided to the employees at no cost. The Union will actively encourage bargaining unit employees to utilize safety equipment provided.

Section 28.3. The Employer will have the authority to determine whether any work area conforms to applicable safety standards. Whenever the Employer finds that such safety standards have not been met, the Employer will determine what protective equipment will be used to protect employees and permit them to work safely in the area.

Section 28.4. The Employer will make every effort to insure that office space is in compliance with applicable regulations. When space allowing more square footage and/or more privacy exists, full consideration will be given to providing better space to employees. Each office employee will have a desk, chair, telephone and appropriate desk supplies. The Employer will make every effort to provide prompt maintenance and repair to all essential equipment or replace equipment determined by the Employer to be in poor working condition.

Section 28.5. Whenever the Employer or its designee concludes on the basis of an inspection or report that a condition exists in a work area which could reasonable be expected to cause death or serious physical harm, all Unit employees not necessary for the abatement of the dangerous condition will be withdrawn from that work area.

Section 28.6. No employee will be required to operate unsafe and faulty equipment. In the event that an employee reports to his/her immediate supervisor that an assignment will endanger the employee's health and/or is unsafe, the supervisor will investigate and determine the validity of the allegation. Should the supervisor determine that the assignment can be performed safely, the supervisor will so inform the employee(s) and the work will proceed recognizing that the supervisor has full responsibility for the safety aspects of the job?

If the supervisor has any doubt as to the safety of the work situation, the supervisor will request the assistance of the Safety and Environmental Management Division who will inspect the job site along with the supervisor to ensure that it is safe before requiring the employee(s) to perform the work. If the employee has a serious doubt that an unsafe condition continues to exist subsequent to the determination made by the supervisor, the matter may be referred to the Chief Steward or designee and the Shift Commander, both of whom will confer with the Safety and Environmental Management Division for resolution.

Section 28.7. When in-house training is available, the Agency agrees to solicit volunteers for First-Aid training. Volunteers will be selected and trained based upon the workload requirements of the Agency and availability of training slots for unit employees.

Section 28.8. The Union and the Agency will make every effort to prevent accidents of any kind, and in particular those of a more serious nature involving personal injury and lost time. Should such accidents occur, however, a prime consideration will be the welfare and comfort of the injured employee.

Section 28.9. The Agency will periodically examine individual employees, upon request, for effects upon them of any poisonous or toxic agents

Section 28.10. Normally, no officer will be transported or ride in any compartment area of a police unit where prisoners are placed for transportation.

Section 28.11. The Agency agrees to comply with OSHA blood borne pathogens standards and to equip all vehicles with blood-borne pathogen clean up kits.

Section 28.12. When an employee believe he/she may have been exposed to individuals infected with HIV/AIDS or Hepatitis, other than casual contact, the Agency agrees to provide the employee with the appropriate forms and authorization for medical testing or treatment.

Section 28.13. The Agency agrees to make HIV/ALDS/Hepatitis awareness and prevention information available to all bargaining unit personnel.

Section 28.14. Every bargaining unit officer working in the vicinity of x-ray machines and magnetometers will be issued radiation badges.

Section 28.15. The Employer agrees all motor vehicles will comply with federal safety standards and guidance from the Employer's safety office. The operators of such vehicles will be trained and properly qualified drivers. Employees are responsible for reporting all safety related deficiencies in assigned vehicles to their supervisors.

Section 28.16. Employees involved in a motor vehicle accident while on duty will promptly notify the Employer. The employee may speak with a union representative, at the employee's request, prior to providing any substantive statement about the accident. When an on-duty motor vehicle accident occurs outside the WRAMC reservation and is investigated by a police agency other than the Employer, the employee, when able, will attempt to obtain the following information:

- a. Police accident report case number;
- b. Name, address, telephone number, driver's license number, class of license; vehicle insurance information, and whether any injuries have been sustained and the possible extent of those injuries of all parties involved;

- c. Whether any injured person was removed by ambulance/paramedics; the ambulance company or paramedic unit; and the hospital to which any occupant of the vehicle was taken to;
- d. Whether an arrest was made; whether any traffic citation was issued; the alleged violation and return date in court;
- e. Where the vehicle(s) were towed;
- f. Polaroid pictures of the damage to the vehicles, if possible;

Section 28.17. The employee will promptly deliver a copy of all documents received by him/her to the Employer resulting from any legal action taken against him/her as a result of an vehicular accident.

ARTICLE 29

SAFETY AND OCCUPATIONAL HEALTH COMMITTEE

Section 29.1. The Employer and the Union will establish a safety and health committee to meet quarterly or as needed to discuss safety matters. The Committee members will be comprised of two (2) representatives of the Union and an equal number of management members. The committee will operate by consensus whenever possible. When consensus cannot be reached each party may unilaterally submit its recommendations in writing.

Section 29.2. The committee may perform the following functions:

- a. Bring unsafe working conditions to the attention of the Employer's Safety and Health officer, and other representatives of the Employer;
- b. Review and recommend safety training courses;
- c. Recommend appropriate safety equipment. Such recommendations will be given prompt consideration;
- d. Be notified of all lost time accidents involving employees of the unit which occur at the activity; and
- e. Review accident reports, subject to the privacy of the individual involved.

Union representatives presenting occupational safety and health issues will be granted a reasonable amount of official time in addition to the official time requirements of this agreement. All union representatives will be in a duty status while performing their functions as safety committeemen. This section neither authorizes nor precludes overtime.

ARTICLE 30

HOLIDAYS

Section 30.1. All employees shall be entitled to holidays prescribed by law or applicable order. As of the date of this agreement, these holidays are:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Section 30.2. All eligible employees shall 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 provided otherwise in applicable law and regulation.

Section 30.3. Eligible employees working on a holiday within their basic workweek will receive holiday pay, (2 times their basic hourly rate) including appropriate shift differential for all hours worked on such holiday up to eight (8) hours. Hours worked in excess of eight (8) hours on a holiday will be paid at the Normal overtime rate.

Section 30.4. Inauguration Day is a holiday for employees employed in the Washington, D.C., Metropolitan Area if it falls on a day within their basic workweek.

ARTICLE 31

SUNDAY PREMIUM PAY

Section 31.1. An employee whose regular work schedule includes an 8-hour period of service which is not overtime work, a part of which is on Sunday, is entitled to additional pay at the rate of 25 percent of his hourly rate of basic pay, pursuant to applicable law and regulation.

ARTICLE 32

RULES, REGULATIONS AND STATUTES

Section 32.1. The Employer, upon request, will make available to the Union an updated copy of all WRAMC/PMO Service Instructions, general orders, policies and personnel rules and regulations. The Employer, also upon request, will also make available to the Union during regular business hours a copy of all DOD & DA laws and citations, federal criminal statutes, Code of Federal Regulations, D.C. criminal and traffic statutes, and Maryland State criminal and traffic statutes that it maintains.

ARTICLE 33

CONTRACTING OUT

Section 33.1. Procedures. The Agency will inform the appropriate Union 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. Examples of such adverse impact include, but are not limited to, reductions-in-force, downgrading, or reassignments.

Section 33.2. When the Agency has decided to contract out such work, it will provide to the Union Chairman such information pertaining to the contact and the decision as is available.

Section 33.3. In the event that the Agency decides to have a study performed to resolve questions pertaining to contracting out such work, the Union Chairman would be involved in the study.

Section 33.4. 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 thereon, to be held in accordance with this Agreement.

Section 33.5. Limitations. The Employer will direct instructions to the appropriate supervisor or directions from contractor personnel to bargaining unit employees.

Section 33.6. The Employer agrees to abide by applicable federal laws, rules and regulations with respect to contracting activities.

ARTICLE 34

GRIEVANCE PROCEDURE

Section 34.1. A grievance is any complaint by an employee concerning any matter relating to the employment of the employee; or by the Union concerning any matter relating to the employment of any unit employee; or by any employee, the Union or Employer concerning:

- a. The effect or interpretation, or claim of breach of this agreement; or
- b. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 34.2. 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 34.3. This procedure provides for the timely consideration of grievances. Except as limited or modified by this article, this article will be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any employee, group of employees or the Parties may file a grievance under this procedure. The Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest supervisory level.

Section 34.4. This procedure shall not apply to any grievance concerning:

- a. Any claimed violation of subchapter III of Chapter III Title 5 U.S.C. (Relating to prohibit political activities);
- b. Retirement, life insurance, or health insurance;
- c. A suspension or removal under Section 7532, Title 5 U.S.C. (relating to national security matters);
- d. Any examination, certification, or appointment under referred to in Title 5 U.S.C. section 7121(c)(4);
- e. The classification of any position which does not result in the reduction-in-grade or pay of any employee;
- f. The discharge of probationers;

Section 34.5. In matters relating to Equal Employment Opportunity; Prohibited Personnel Practices; Whistleblowing; adverse actions; removal or reduction in grade for unacceptable performance; reduction in grade, reduction in pay; 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 34.6. Employee is entitled to be assisted by the Union in the presentation of grievances. Any employee or group of employees covered by this procedure may present grievances without the assistance of the exclusive representative, as long as the exclusive representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the employee's representative in the processing of a grievance under this procedure, unless designated by the Union. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Section 34.7. In disciplinary and/or adverse action cases where a decision has been made in response to a notice of proposed disciplinary/adverse action, the grievance may be filed directed at Step 3 of this procedure with the deciding official or designee within seven (07) calendar days of the final decision.

Section 34.8. A grievance must be initiated within fifteen (15) calendar days of the incident or knowledge of the incident which gave rise to the grievance by the Union or the employee. Any grievance failing to comply with this time limit will not be presented or considered at a later time except by mutual consent of the parties.

Section 34.9. Employee, Union or Employer initiated grievances will be processed in accordance with the following steps and will contain, as a minimum, the following information:

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

STEP 1. An employee/representative will first present the grievance in writing to the employee's immediate supervisor. The immediate supervisor will review the complaint. The immediate supervisor should consult with the chain-of-command or the official with the authority to resolve the issue prior to providing a response to the grievance. The supervisor will provide a written response within fourteen (14) calendar days of the receipt of the grievance.

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 the Chief or designee within ten (10) calendar days of the receipt of the answer at Step 1. The Chief

or designee will make an inquiry into the facts and provide a written decision within seven (7) calendar days of the receipt of the grievance.

STEP 3. If the employee/representative is not satisfied with the decision at Step 2, they may seek further consideration of the grievance by submitting the grievance to the WRAMC Garrison Commander or designee within seven (07) calendar days of the receipt of the answer at Step 2. The WRAMC Garrison Commander or designee will make an inquiry into the facts and provide a written decision within fourteen (14) calendar days of the receipt of the grievance.

Section 34.10. If the Employer's decision at Step 3 is unsatisfactory, the Union may invoke arbitration in accordance with this agreement.

Section 34.11. At any step where the Union or employee does not advance the grievance to the next Step, the grievance will be deemed resolved. Where the Employer fails to respond with the allotted period and no extension of time has been requested, the grievance will advance to the next Step.

Section 34.12. Either party may request, in writing and receive extensions of the time limits prescribed above.

Section 34.13. Union Initiated/Employer Initiated Grievances

Union or Employer initiated pending on the case will be filed directly with the Union Chair or the Chief of Police or Designee within fifteen (15) 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 will make an appropriate inquiry into the facts and provide a final written decision within fourteen (14) calendar days of receipt of the grievance. If the decision is unsatisfactory, the Union or Employer as the case may be, may invoke arbitration in accordance with this agreement. Either party may request, in writing and receive extensions of the time limits prescribed.

ARTICLE 35

ARBITRATION PROCEDURE

Section 35.1. Arbitration

Within twenty (20) days following receipt of a decision at step 3, the party who initiated the grievance will notify the other party if it intends to submit the matter to arbitration. Within fourteen (14) days after notification, the moving party will request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) or any other source. Within fourteen (14) days from receiving a list of arbitrators, the parties will select an arbitrator. If the panel is unacceptable to either party one additional panel may

be requested. If the parties cannot agree upon an arbitrator, they will strike one (1) name from the list alternately and then repeat this procedure until only one name remains. The person whose name remains will be selected as the arbitrator. The party striking the first name from the list in each case will be chosen by a coin toss or otherwise as agreed.

As an alternative to the above procedures, the Parties may mutually agree upon an arbitrator or panel of arbitrators to be used on a rotating basis.

Section 35.2. Scheduling/Official Time/Witnesses

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

Section 35.3. Pre-Hearing Procedures

As soon as possible after the selection of the arbitrator, but no later than fourteen (14) 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 meeting requirement may be met in person, by telephone or any other method the parties agree upon. 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 to the scheduled hearing. 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.

Section 35.4. Hearing Procedures

The arbitrator will have the authority outlined in the rules of the American Arbitration Association, namely:

- a. Administer oaths and affirmations;
- b. Make determinations as to the calling, examining and cross-examining of witnesses and introduction into the record of documentary or other evidence;

- c. Rule upon offers of proof and receive relevant evidence and stipulation of facts with respect to any issue; approve/disapprove cumulative evidence;
- d. Limit lines of questioning or testimony, which are immaterial, irrelevant, unduly repetitious or customarily privileged;
- e. Regulate the course of the hearing, including ruling on motions when appropriate;
- f. Draw any appropriate inference if a party fails to present facts or witnesses that the arbitrator deems necessary.
- g. Hold conferences for the simplification of the issues by consent of the parties;
- h. 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
- i. Continue the hearing from day to day, or adjourn it to a later date with appropriate notice;
- j. Take official notice of any material fact not appearing in evidence in the record which is among the traditional matters of judicial notice;
- k. 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 to him/her. The arbitrator will have no authority to change, alter, modify, delete or add to the terms and/or provisions of this agreement.

Section 35.5. Rights of the Parties

The parties will have the right to:

- a. Appear in person or by representative;
- b. Examine and cross examine witnesses and;
- c. Introduce into the record relevant evidence;
- d. 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;

- e. File a post hearing brief with the arbitrator. No reply brief may be filed unless requested or approved by the arbitrator;
- f. Have copies of all documents filed with the arbitrator at any stage of the preceding simultaneously served on the other party.

Section 35.6. 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. The decision of the Arbitrator is final and binding except that exceptions may be filed in accordance with section 08. If post-hearing briefs are to be filed and the Union's advocate is an employee of the Employer official time in accordance with Article will be granted to prepare the post hearing brief. An officer will make post hearing brief the request to schedule such time directly to his/her Shift Commander.

Section 35.7. Expenses/Costs

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

Section 35.8. Exceptions to an Arbitrators Award

- a. The parties retain their rights under 5 U.S.C. §7122, 7123 and 7702.
- b. Any exceptions to an award must be filed in accordance with the rules and regulations of the Federal Labor Relations Authority (FLRA).
- c. 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 35.9. Expedited Arbitrations

By mutual consent and in cases other than disciplinary/adverse actions, either Party may refer a particular grievance to expedited arbitration in lieu of the normal grievance process in this procedure. An arbitrator will be selected as described in section 01.

The hearing will be conducted as soon as possible and will be informal in nature. There will be no briefs and no official transcripts and the arbitrator will issue a decision as soon as possible, but not later than five (5) days after the official closing of the hearing unless otherwise agreed between the Parties.

Section 35.10. 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. 71 14(b)(4) and where disclosure is not prohibited by law. Should the Union make a written request for information it believes is necessary in connection with a pending arbitration the Employer will respond to such a request within five (05) calendar 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 71 14(b)(4) of the Statute. 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 35.11. Attorney Fees

In any event where a party petitions the arbitrator for an award of attorney fees, the parties will apply the procedures and precedent of the Merit Systems Protection Board in seeking an award of fees.

ARTICLE 36

PROCEDURES FOR SUBSTANCE TESTING

Section 36.1. All collection and drug testing conducted by the Employer will be done in accordance with applicable law, government-wide rules, regulations, Agency directives and this Agreement.

ARTICLE 37

EMPLOYEE RECORDS/PRIVACY ACT

Section 37.1. Employees and/or their authorized representative will have the right and be granted a reasonable amount of time to examine any of their personnel records (with exception of the OPF) on duty time in the presence of a management official. The employee will have the opportunity to prepare and enter on the record while on duty status a response to material placed in such records, as permitted by law and regulation.

Section 37.2. Access to personnel records (with exception of the OPF) of the employee by the employee or the authorized representative will be granted, under normal circumstances, within two (2) working days of the request if such records are maintained on the premises in which the employee is located and are immediately available. If the records are not so maintained as available, the Employer will initiate prompt action to obtain the records from their location.

Section 37.3. Supervisory notes. Supervisors may retain "supervisory" notes commonly called memory joggers. All of the following conditions must exist for the notes to be considered memory joggers. The notes must be:

- a. Retained as a memory aid by the supervisor;
- b. For the supervisor's personal use;
- c. May be discussed with other supervisory personnel as necessary; and
- d. Retained or discarded at the supervisor's discretion.

These notes are considered mere extensions of the supervisor's memory and are not subject to the Privacy Act. However, if any of the conditions are broken, these notes are no longer mere extensions of the supervisor's memory and become records subject to the Privacy Act.

These personal personnel notes 'or memory joggers will not be used to circumvent proper disclosure to the employee nor may they be used to retain information that should properly be contained in a system of records.

ARTICLE 38

SEVERANCE PAY

Section 38.1. In accordance with 5 U.S.C. §5595 and governing regulations, an employee who has been employed currently for a continuous period of at least 12 months; and is involuntarily separated from the service, not by removal for cause on charges of misconduct, delinquency, or inefficiency is entitled to be paid severance pay in regular pay periods by the Agency.

Section 38.2. Severance pay consists of a basic severance allowance computed on the basis of 1 week's basic pay at the rate received immediately before separation for each year of civilian service up to and including 10 years for which severance pay has not been received under this or any other authority and 2 weeks' basic pay at that rate for each year of civilian service beyond 10 years for which severance pay has not been received under this or any other authority; and an age adjustment allowance computed on the basis of 10

percent of the total basic severance allowance for each year by which the age of the recipient exceeds 40 years at the time of separation.

Section 38.3. Total severance pay under this section may not exceed 1 year's pay at the rate received immediately before separation. For the purpose of this subsection, "basic pay" includes premium pay under this agreement.

Section 38.4. If an employee is reemployed by the Government of the United States or the government of the District of Columbia before the end of the period covered by payments of severance pay, the payments shall be discontinued beginning with the date of reemployment and the service represented by the unexpired portion of the period shall be reccredited to the employee for use in any later computations of severance pay. For the purpose of this article, reemployment that causes severance pay to be discontinued is deemed employment continuous with that serving as the basis for severance pay.

Section 38.5. If the employee dies before the end of the period covered by payments of severance pay, the payments of severance pay with respect to the employee shall be continued as if the employee were living and shall be paid on a pay period basis to the survivor of the employee.

Section 38.6. Payment of severance pay may not be made under this article in the case of a person who, upon separation, is entitled to immediate payment of retired or retainer pay as a member or former member of the uniformed services or to an immediate annuity under--

- a. Subchapter III of chapter 83 of this Title 5;
- b. Subchapter II of chapter 84 of this Title 5;
- c. Any other retirement system of the Federal Government for persons retiring from employment with the Federal Government.

ARTICLE 39

OUTSIDE EMPLOYMENT

Section 39.1. The parties recognize that certain outside employment opportunities present an inherent conflict because of the requirements and nature of police work.

Section 39.2. However, the Employer and the Union agree that the right to work at any lawful occupation which does not present a conflict between the employee's obligations as a Department of the Army Police Officer and the outside occupation shall not be restricted.

Section 39.3. There shall be no restriction as to the number of hours an employee make work in outside employment so long as the hours do not adversely impact the Agency.

Where there is objective evidence that an employee's work performance is suffering or has declined because of engagement in outside employment activities, the Agency shall meet with the employee to discuss the Agency's concerns. If work performance continues to decline, the Agency may take such action as is warranted concerning the employee's employment with the department. However, no employee will be required to resign from any outside employment position.

ARTICLE 40

EDUCATIONAL REIMBURSEMENT

Section 40.1. It shall be the policy of the Agency to encourage employees in self-development through an educational reimbursement program. Under this program, the Agency will assist employees by reimbursing them for tuition for courses taken at area colleges and universities.

Section 40.2. Only those educational courses in the field that have a direct relationship to the tasks performed by members of the WRAMC/PMO police department, will be reviewed for approval. The Union may provide suggestions to the Agency for courses to be approved by the Agency.

Section 40.3. Members may apply for reimbursement by completing the Training Request in accordance with regulation. This form must be completed (typed) and submitted to the appropriate supervisor, at least 30 days prior to the day the course begins.

Upon completion of the course(s), required paperwork (form, proof of payment and copy of grades), must be submitted within 14 days, or the authorization for the approved course(s) will be canceled and the member will not be reimbursed by the Agency for the tuition. In addition, a passing grade must be received to be reimbursed for a course.

Section 40.4. Members may apply for reimbursement for six credit hours per semester during the first year of enrollment, whether their status is a new or transfer student.

Section 40.5. Approval for all courses is subject to the availability of funds and the mission of the agency.

ARTICLE 41

PERFORMANCE APPRAISAL SYSTEM

Section 41.1. Both parties recognize that Public Law 95-454 contains the legal requirement that agencies within the Federal Government establish and use a performance appraisal system applicable to all employees. The parties agree that the

administration of such a system shall be through the Total Army Performance Evaluation System (TAPES) or any successor appraisal system.

Section 41.2. 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:

- a. Reference to race, color, religion, sex (except for titles of address, first names or personal pronouns), national origin, age, political affiliation, marital status, sexual orientation, or references to spouse or family.
- b. Mention of the specific nature of a disability or medical problem, such as physical handicap, alcoholism or drug abuse.
- c. 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.
- d. Comments on an employee's participation or non-participation in employee organizations or activities.
- e. Recommendations on reclassification of the rated employee's position to a higher or lower grade; and
- f. Reference to previous performance ratings or events or performances outside the rating period.

Section 41.3. Rebuttals and Grievances

The establishment of job elements and performance standards are not appealable or grievable. An employee may, however, request reconsideration of the final rating by utilizing the negotiated grievance procedure

ARTICLE 42

BASIC WORKWEEK AND OVERTIME

Section 42.1. The basic workweek is forty (40) hours and will consist of 5 eight hour days within the seven day administrative workweek beginning on Sunday and ending Saturday. The two (2) non-workdays will be consecutive to the maximum extent possible. Annual leave or sick leave taken during any workweek will be counted as hours worked.

Section 42.2. Hours of work for each of the regular work shifts are determined by the Employer and are as follows:

1st relief	Midnights
2nd relief	Days
3rd relief	Swing

The Employer as required by the workload may implement other reliefs. All employees are expected to be on time at the start of their shift. Employees may on occasion be required to continue on duty beyond their normal work schedule to complete any assignment in progress on a regular tour of duty including preparation of necessary reports.

Section 42.3. Stable work schedules will be maintained when practicable and employees will, whenever possible, be given sufficient advance notice (14) days of any change in work schedules. Tours of duty will not be established or modified solely for the purpose of avoiding the payment of holiday premium or overtime pay.

Section 42.4. Fourteen (14) calendar day advance notice will be to employees given prior to effecting a reassignment except in emergencies or in circumstances which would seriously handicap the employer in accomplishing its functions.

Section 42.5. In accordance with applicable law and regulation, 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 day or work week.

Section 42.6. Overtime assignments will be distributed among the employees on each relief on an equitable basis as possible to assure a balanced work force as possible, and in accordance with mission requirements. In this regard, overtime will be assigned as follows:

- a. Each relief will maintain a list of bargaining unit officers assigned to that relief bargaining unit. Officers will be numerically ranked in the order of WRAMC/PMO seniority.
- b. At the beginning of the pay periods, bargaining unit officers interested in overtime for the pay period, will indicate the days during the pay period when the officer wishes to work available overtime.
- c. As overtime becomes available each day; interested officers will be afforded overtime in their ranked order of seniority. On subsequent days when overtime is available, overtime will go to the next officer in the seniority ranking who follows the last officer to receive overtime on the prior day when overtime was available. (Officer A receives overtime on Monday and is ranked 3rd in seniority. On Tuesday, Officer A has again indicated his/her desire to work overtime. However, Officer B has also

signed up for overtime on Tuesday and is ranked 4th in seniority. Because Officer A worked overtime on Monday, the overtime would start with Officer B and would continue down the ranked list.)

- d. When an officer refuses overtime, after previously indicating a willingness to work overtime, the officer will not be eligible to work overtime until the roster follows its normal rotation and comes back to the officer who refused. (Officer A who requested to work overtime on Monday and who is ranked 4th in seniority declines to work overtime when it is offered. As a result, Officer B who is 5th in seniority ranking accepts the overtime. On Tuesday, Officer A is again signed up to work overtime along with Officer C who is 6th in seniority. Officer C would receive the overtime and Officer A would not be eligible to work overtime until such time when the overtime roster was exhausted in the normal rotation and his/her name came up again on the normal rotation.

- e. Voluntary overtime will be offered to bargaining unit employees in the following manner:
 - (1) Employees who work the specific relief where overtime is available will be offered the overtime for the relief.
 - (2) If there are not enough volunteers from the specific relief then employees who are finishing their relief from the shift immediately preceding the relief which requires overtime will be offered the overtime.
 - (3) If there were still not enough volunteers, then volunteers would be solicited from the relief, which immediately follows the relief, which requires volunteers.

(Example: Overtime is required on the 2nd relief and there are not enough volunteers from the second relief Officers from the 1st relief would then be offered the voluntary overtime. If there are still not enough volunteers, officers from the 3rd relief would then be offered the overtime)
 - (4) Where mandatory overtime is required and there are not enough volunteers to fill the available overtime, the agency may order a bargaining unit officer to work mandatory overtime by inverse seniority.

- f. For purposes of this article ties in WRAMC/PMO seniority will be broken as follows:
 - (1) Date assigned to WRAMC Police Department.

- (2) Alphabetically.
- (3) Toss of the coin.

Section 42.7. The employer agrees to make every effort to give employees advance notice before requiring them to work mandatory overtime. It is agreed that all employees must be willing to accept overtime on short notice in emergency situations.

Section 42.8. An employee who is called back (i.e., required to return to his/her place of employment to perform unscheduled overtime work either on a regular workday after he/she has completed his/her regular schedule of work or on a day outside of his/her basic work week) will be paid a minimum of two (2) hours of pay at the overtime rate even if his/her service cannot be utilized after he/she reports to work.

Section 42.9. Employees either in training or on detail will be considered for overtime assignments in the bargaining unit.

Section 42.10. An employee called in to work on shifts outside his/her work week will be promptly excused at such time as it is determined that his/her services are no longer needed. However, an employee will not be called back to work overtime when there are qualified employees on that shift who desire to work overtime but have not been so assigned.

Section 42.11. Employees are required to work all overtime assigned unless specifically excused by the Agency. (E.g. medical reasons, justifiable emergencies or unavoidable personal situations) Officially approved overtime worked by employees will be paid at appropriate overtime rates. It is understood and agreed that overtime is paid in 15-minute increments.

Section 42.12. No employee will work more than 48 hours overtime per pay period. However, the cap may be exceeded to meet the Employer's operational needs.

Section 42.13. Employees will be given at least one week notice for scheduled special events when the Employer is aware of the special event which requires overtime. The employee will be given the maximum extent of notification possible.

Section 42.14. All employees will provide the Employer with a current telephone number and addresses for emergencies.

Section 42.15. Employees will have the option of selecting overtime compensation in the form of pay or compensatory time when they are required to work beyond their basic work day or work week. Compensatory time may be accumulated for twenty-six (26) pay periods. Compensatory time not used within the twenty-six (26) pay periods will be converted to overtime pay.

Section 42.16. At the beginning of each pay period, the employee will notify his/her supervisor of his/her desire to be paid overtime pay or compensatory time for the next

pay period. The employee selection for compensatory time will be exclusive for that pay period.

Section 42.17. Prior to using annual leave, employees are encouraged to use accumulated compensatory time in lieu of annual leave during the twenty-six (26) pay periods.

Section 42.18. D/Sgt. will report for duty 30 minutes prior to the established duty hours on all shifts. Where applicable, night differential will be including in these exceptions to duty hours.

ARTICLE 43

DEVELOPMENT AND TRAINING

Section 43.1. It is mutually agreed that in-house and off-the-job education and training opportunities consistent with job-related goals should be afforded WRAMC/PMO employees. It is agreed that to the maximum extent possible, management will provide such opportunities consistent with available resources. Each employee will have the opportunity to develop a job related Individual Development Plan (IDP) for career development. Such a plan may include goals, which are consistent with the existing and projected needs of the Agency and the employee.

Section 43.2. The Employer will post all applicable training opportunities of which it may become aware on a locked bulletin board accessible to bargaining unit employees.

Section 43.3. The Employer and the Union recognize that each employee is responsible for applying reasonable efforts and initiative in increasing his or her potential through self-development and training. Employees are, therefore, encouraged to take advantage of training and educational opportunities that could enhance their efficiency on the job and provide skills needed for advancement. To those ends, the Employer will give every consideration to approving requests for training.

Section 43.4. The supervisor and employee will annually discuss the training needs of individual bargaining unit employees, consistent with the needs of the Agency and the developmental potential aspirations of the individual employee. To assist in this effort, the Agency agrees to provide lists and catalogs on available Agency training. When employees timely apply for training courses or are required by the Employer to attend such courses, they will be provided with the maximum notice possible of their selection or nonselection. The reason for nonselection will be given to the employee in writing if requested in writing.

Section 43.5. Employees are responsible for providing certificates of any training course to the Employer. When employees provide evidence that they have satisfactorily completed a training course during the period of their Government employment, it will

placed in the employee's employment records. Employees are responsible for updating their resume to reflect any additional training.

Section 43.6. The Union may designate a training representative who will meet with a representative of the Employer to discuss training programs for the bargaining unit employees. The Union representative will be given the access to all the training brochures, catalogs, schedules, and course descriptions maintained by the employer.

Section 43.7. Shift work will not be used as a basis for disapproving required training.

Section 43.8. The Employer will make a reasonable effort to provide in service training of up to forty (40) hours per fiscal year for each employee.

Section 43.9. When a bargaining unit employee is reassigned to a position having different duties from those previously performed, and the new duties can reasonably be expected to require on-the-job or other training in order for the employees to perform satisfactorily, it will be the Employer's responsibility to ensure that affected employees are afforded an opportunity for the appropriate training. To this end, the supervisor will discuss the training needs with the employee. Employees will receive the appropriate training or be accorded the opportunity therefore, as soon as reasonably possible after the reassignment. It will be the employee's responsibility to attend and participate, in good faith, in the training and to inform the supervisor of any perceived training deficiencies and/or future training needs.

ARTICLE 44

DISCIPLINE/ADVERSE ACTIONS

Section 44.1. This Article covers actions involving notations, oral and written warnings, written reprimands, suspensions, forfeiture of time for disciplinary reasons, removals, reductions-in-grade /rank or pay, or furloughs of thirty (30) days or less. The termination of a probationer is an exception to this Article and will be governed by applicable law and regulation.

Section 44.2. Adverse actions are suspensions of more than fourteen (14) days, reductions in grade or pay, furloughs of thirty (30) days or less and removals as defined in Chapter 75 of title 5 United States Code. Disciplinary actions are reprimands and suspensions of fourteen (14) days or less.

Section 44.3. Disciplinary/adverse actions may not be taken against an employee except for such cause as will promote the efficiency of the service. Disciplinary/Adverse actions must be supported by evidence and must be consistent with applicable laws and regulations governing such actions. Disciplinary actions must be determined on the merits of each individual case.

Section 44.4. All facts pertaining to a disciplinary/adverse action will be developed as promptly as possible. Actions under this article will be promptly initiated after all facts have been made known to the official responsible for taking action. An employee's denial of the charges against him will not be sole grounds for an Agency charge of untruthfulness.

Section 44.5. 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 44.6. Letters of warning 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 the letter of warning may be cited in a related action that occurs within six months of issuance as evidence that the employee was informed of the offense and of possible future disciplinary action.

Letters of reprimand may be made a part of the employee's official personnel folder and may be removed after 12 months, but may remain for as long as three years, in accordance with applicable law and regulation. However, at the request of the Employer, the issuing authority or the employee, the letter of reprimand may be expunged from the OPF at an earlier date. When the letter is removed, the offense will not be used to support any future disciplinary or adverse action.

Section 44.7. Counseling discussions and the informal actions outlined above 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.

Section 44.8. Prior to making a determination as to whether disciplinary action or adverse action is to be proposed, the proposing official may offer the employee the opportunity to discuss the matter with the supervisor. The employee will be permitted Union representation or the employee requests a representative of his/her choice.

Section 44.9. An employee against whom action is proposed under this article has the right to review all of the information relied upon to support the action and will be given a copy upon request.

Section 44.10. The employees and his/her representative will be granted a reasonable amount of official time for preparation and presentation of answers to propose actions under this Article. The official time authorized in this Section may be extended upon request.

Section 44.11. Although not exhaustive, the Agency's table of penalties 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 any previous offense, and all actions taken will be in accordance with applicable law and regulation.

Section 44.12. The Employer must apply a standard of nexus to any action based on an employee's off duty misconduct.

ARTICLE 45

PROMOTIONS WITHIN THE BARGAINING UNIT

Section 45.1. The objective of the merit promotion program is to assure that qualified and available candidates are providing fair and systematic consideration and opportunities for selection for promotion based on merit. The merit promotion program will conform to all merit system principles and will afford fair consideration for all employees. All qualification requirements will be posted on the vacancy announcements at the time the announcement is made. Normally, all promotion plan announcements for bargaining unit positions will be open for a minimum of (15) days before the closing date of the announcements. Announcements are done electronically through the CPOC; it is an interested employee's responsibility to seek such announcements.

Section 45.2. All applications for promotions within the bargaining unit must be submitted on or before the closing date of the announcement. Mailed applications must be postmarked by the closing date and must be received within 5 business days of the closing date. Applications submitted through electronic means must be received by midnight of the closing date.

Section 45.3. Where a bargaining unit employee is in an approved leave/TDY status and wishes to be considered for an announcement while the employee is on leave/TDY, the employee will ensure that his/her resume is in the CPOL Resume Data System. Employees are solely responsible for nomination through the online application process.

Section 45.4. Promotions will be made in accordance with applicable laws, regulations, Agency directives, and this Agreement. If as a result of a grievance being filed under this Article, or as agreed upon in a settlement agreement, either the Agency agrees or an arbitrator decides that an employee was improperly excluded from the best qualified list, he/she will received priority consideration for the next appropriate vacancy for which he/she is qualified. This is a one-time consideration. An appropriate vacancy is one at the same grade level and Series, which would normally be filled by competitive promotion procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable promotion opportunities as the position for which the employee was improperly excluded.

Section 45.5. 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 45.6. In the event two (2) or more employees receive priority consideration for the same promotion action, they may be referred together. However, priority consideration for separate actions will be referred separately and in the order received based on the date the determination of improper exclusion is made.

Section 45.7. Upon request, the following information will be made available to the employee:

- a. Whether 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;
- b. 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;
- c. Any record of formal or informal supervisory appraisal of past performance used in considering the employee for promotion;
- d. In what areas, if any, the employee should improve to increase his/her chances of future promotion.

ARTICLE 46

FIREARMS RANGE

Section 46.1. The Employer recognizes that proficiency in the use of a firearm and instruction in the use of deadly force is of the highest priority. The Employer, therefore, encourages officers to use available police range facilities on a continuing basis so that proficiency may be maintained.

The Employer will provide shooting glasses, ammunition and range personnel.

Section 46.2. Mandatory qualifications with the duty firearm will occur one time a year for semi-automatic weapons. An officer who fails to qualify will not be issued a weapon until he/she passes the qualification test.

Section 46.3. If an officer fails to qualify; the Employer will provide remedial training which is reasonably necessary for the officer to qualify with the service weapon. The employee will be given one additional chance to qualify.

ARTICLE 47

USE OF FORCE

Section 47.1. The WRAMC Standard Operating Procedure for the use of force is the applicable procedure for purposes of this Article, as well as other applicable laws and regulation.

Section 47.2. The parties recognize that when an employee uses force to affect an arrest or to protect his/her life or the life of others, the employee is a potential criminal target until prosecution has been declined or a grand jury refuses to indict the employee. Where the employee is a criminal suspect or it is reasonably likely that the officer may be charged with a crime, he/she will be afforded all the rights under the law.

ARTICLE 48

CRITICAL INCIDENT STRESS DEBRIEFING

Section 48.1. The Employer and the Union agree that a Critical Incident Stress Debriefing (CISD) program which is designed to proactively manage the common disruptive physical, mental and emotional factors than an employee may experience after a critical incident (i.e. accidents/incidents; death of a co-worker; acts of terrorism; bomb threats; exposure to toxic materials; prolonged rescue or recovery operations and natural disasters) is in the best interests of employees and management. Such care is currently available through the WRAMC EAP Program and in Building 2.

ARTICLE 49

RIGHTS OF OFFICERS UNDER INVESTIGATION

Section 49.1. When subject to an internal or criminal investigation, all police officers employed by the Employer will have all the rights and privileges consistent with applicable law and regulation to the extent not inconsistent with this Article.

Section 49.2. In addition to the above, the following will apply when an allegation is leveled against an employee or when the department commences an investigation. The Chief of Police or his designee may take one of the following actions in reference to the pay status of the accused employee:

- a. Continue the employee on-duty in the employee's regular assignment;
- b. Place the employee on administrative leave with pay;
- c. Continue the employee on-duty in some other assignment consistent with the nature of the allegation; or
- d. Place the employee on indefinite suspension.

Section 49.3. In the event that the employee is issued a proposal for indefinite suspension, the employee will be afforded an opportunity to make a written and/or oral response to the proposal and will be placed on administrative leave until such time as a decision on the indefinite suspension is issued.

Section 49.4. Whenever a police officer of the Employer is under criminal investigation or the subject of interview by the WRAMC/PMI/CID, which could lead to disciplinary action, reduction-in-grade, or removal from the Federal service, such interview will be conducted under the following conditions:

- a. The employee will be notified in writing of the general nature of the matter (i.e. criminal or administrative misconduct) being investigated in advance. The notice will advise the employee whether he/she is a target of the investigation or whether he/she is sought as a witness. The notice will also inform the employee of his/her right to be accompanied by a representative if he/she so desires and the employee will be given a reasonable opportunity both to obtain such representation and confer confidentially with the representative before the beginning of the meeting.
- b. Normally, the interview will be conducted at the offices of the Employer and at a time when the officer is on-duty unless the seriousness of the investigation is of such a degree that immediate action is required.
- c. At the time of interview, the employee or representative will be allowed to review any written complaint received including the name of the Complainant. The names of confidential informants and complaints received from an IG report may/may not be disclosed at the discretion of the Employer.
- d. If the U.S. Attorney has declined prosecution in a matter, the employee or representative will be provided with a copy of the declination of prosecution letter prior to reading the employee the Kalkines warning.
- e. Interview sessions will be for reasonable periods and will allow for such personal necessities and rest periods as are reasonably necessary.
- f. The employee under investigation/interview will not be subjected to offensive language or be threatened. No promise or reward will be made as an inducement to answer questions.

Section 49.5. While performing his/her representational duties, a Union representative will not be required to disclose information obtained from a bargaining unit employee who is the subject of an administrative investigation unless the confidentiality of the conversation with that employee is waived by the employee.

Section 49.6. Complaints by citizens against employees will be signed by the complainant and have a statement included on the complaint consistent with the provisions of title 18 U.S.C. § 1001.

Section 49.7. Any department complaint involving misconduct of any nature will be completed by the department within a reasonable period of time.

Section 49.8. Notice of the disposition of a complaint to the employee will be defined in one of the following classifications:

- a. Sustained;
- b. Not sustained; or
- c. Unfounded

ARTICLE 50

SENIORITY

Section 50.1. All Police Officers, GS-083, with seniority over other officers shall have the right to invoke seniority for:

- a. Days off;
- b. To utilize seniority for shift assignments, such as the right to bump junior officers to transfer from one shift to another;
- c. The most senior officers on each shift shall, when feasible, be given preference in shift duty assignments, to include assignments considered highly desirable as determined by the shift duties and agency operational policies and requirements for each shift.

ARTICLE 51

SHIFT ASSIGNMENTS

Section 51.1. Shift assignments shall not be based on an officer's race, sex, or nationality unless a specific reason exists for such an assignment as determined by the agency.

Section 51.2. Nothing shall prohibit two or more officers from the same race from working together in joint assignments. Officers shall not normally be prohibited from working together because they are of the same race.

Section 51.3. Senior officers in good standing shall have preference in shift assignments so long as all operational mission requirements are met in accordance with agency mission requirements and the senior officer is qualified and able to perform the desired preference duty assignment.

Section 51.4. Officers who are promoted shall not normally be forced to transfer to another shift unless the other shift has no qualified officers or less than two officers in the same grade. If an officer is transferred because of an agency operational need, that officer shall have the right to utilize his seniority to bump a junior officer when an opportunity to do so becomes available so that the senior officer can return to his preferred shift.

Section 51.5. Race or sex shall not be a factor in shift transfers or seniority bumping rights.

Section 51.6. Trading assignments:

Members of the bargaining unit may request of their shift commander or supervisor to trade post assignments. The shift supervisor should consider the written request, that the officers are capable to perform the duties of said assignments, and as long as all operational mission needs are met.

Shift supervisors should not use race or sex or religious affiliation when deciding whether to approve an officer's request to trade post assignments unless there is a specific mission need to have a certain officer at a certain assignment.

ARTICLE 52

TRAINING

Section 52.1. All new officers required to attend the police academy FLETC shall attend the academy within two (02) years, funds permitting. If after two years they have not attended FLETC, then they will be grand fathered in and shall be sent to a local area academy instead of FLETC. The officer may volunteer to attend FLETC after two years, but shall not be forced to.

Section 52.2. All officers who have already attended a certified academy local, state, federal, or military police, shall not have to go to another academy upon being promoted unless they volunteer to go.