

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FRATERNAL ORDER OF POLICE

LODGE NO. 6F



AND



UNITED STATES ARMY GARRISON

FORT GEORGE G. MEADE, MARYLAND

9 JANUARY 2006

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**APPENDIX A OFFICIAL TIME REQUEST FOR REPRESENTATIONAL
PURPOSES FOP LODGE 6F**

APPENDIX B STEP 1 UNRESOLVED GRIEVANCE RECORD

APPENDIX C NEGOTIATED GRIEVANCE FORM

PREAMBLE

Pursuant to the policies set forth in Title VII and subject to the applicable statutes, rules, regulations and directives of higher federal authority, the following Articles constitute an Agreement by and between the Department of the Army, United States Army Garrison Fort George G. Meade, Maryland, Directorate of Emergency Services, Police/PM Division hereinafter referred to as the Employer, and Fraternal Order of Police, Lodge #6F, hereinafter referred to as the Union.

The purpose of this Agreement is to unite the Employer, the employees, and the Union in maintaining mutually beneficial relationships while working as a team to accomplish the mission of the Directorate in an effective and efficient manner. The Employer and the Union agree to expend every effort to assure that the intent of the Agreement is adhered to by all personnel concerned. The pronouns he, him, or his used herein are neutral language and include both male and female personnel.

ARTICLE 1. PARTIES AND PURPOSE

Section 1.01 *Applicability*

This Agreement is made by and between the United States Army Garrison, Fort Meade Directorate of Emergency Services, Police/PM Division, Fort George G. Meade, Maryland (FMDESP/PMD or Employer) and the Fraternal Order of Police, Maryland Lodge 6F, Inc. (FOP or Union).

Section 1.02 *Purpose*

It is the intent and purpose of the Parties to promote the public interest by supporting the highest standard of employee performance and the continued development and implementation of modern and progressive work practices, and to facilitate and improve employee performance and the efficient accomplishment of the operation of the federal government.

Section 1.03 *Definition*

a. For the purpose of the Agreement Fort Meade Directorate of Emergency Services, Police/PM Division is referred to as FMDESP/PMD

b. For purposes of this Agreement, the FMDESP/PMD includes any of its elements which, or any of its officials who, exercises direct or indirect supervision over members of the bargaining unit.

c. Day means calendar day unless otherwise stated.

d. Workday means the period between the commencement of the principal activities that an employee is engaged to perform on a given day, and the cessation of the principal activities for that day. All time spent by an employee in the performance of such activities is hours of work. The workday is not limited to a calendar day or any other 24 hour period.

e. Employee means bargaining unit employee.

f. The words “normal” or “normally” means that when matters are routine, and absent exigent circumstances, the procedure specified may be followed. Examples of abnormal, unusual or unforeseen circumstances include, but are not limited to hazardous weather conditions, terrorist incidents, fire, flood, matters involving national security and civil unrest. The use of these words is not intended to restrict the right of the Employer to take whatever actions necessary in accordance with law.

ARTICLE 2. EXCLUSIVE RECOGNITION AND COVERAGE OF AGREEMENT

Section 2.01 Coverage

The unit to which this Agreement is applicable is all civilian employees in the occupational series 0083 employed and assigned to the United States Army Garrison, Directorate of Emergency Services, Police/PM Division, Fort George G. Meade, Maryland with the exception of: supervisors, managerial officials, professional employees, probationary employees (competitive or excepted service) as prescribed by law and all non-permanent employees described in 5 USC 7112(b) (2), (3), (4), (6), and (7).

Section 2.02 Responsibility

The Union recognizes its responsibility for representing the interest of all unit employees without discrimination or regard to labor organization membership or status.

ARTICLE 3. PROVISIONS OF LAWS AND REGULATIONS

Section 3.01 Precedence

To the extent that the provisions of this Agreement are in conflict with existing or future laws or government-wide, agency (DoD), or primary national subdivision Department of the Army regulations, the laws or regulations will take precedence.

Section 3.02 Compelling Need

The Employer will not unilaterally change or implement any personnel policies and practices and matters affecting general working conditions of employees in the unit which are within the discretion of the Employer without affording the Union the opportunity to negotiate concerning the change and/or the impact and implementation of the change to the extent consistent with law, regulations and/or this Agreement unless a compelling need exists.

A requirement, under Title 5, United States Code 7117(b), that a discretionary agency regulation that doesn't involve the exercise of Title 5, United States Code 7106 management rights must meet in order to be a valid limitation on the scope of bargaining. There are three (illustrative criteria" of compelling need: (1) the regulation is essential to the effective and efficient accomplishment of the mission of the agency, (2) the regulation is necessary to insure the maintenance of basic merit principles, and (3) the regulation implements a mandate of law or other authority (e.g., a regulation) in an essentially nondiscretionary manner.

Section 3.03 Challenges

When there is a compelling need for a rule or regulation, any challenges thereto will be resolved in accordance with the rules and regulations of the Federal Labor Relations Authority (FLRA).

ARTICLE 4. COLLECTIVE BARGAINING AND CHANGES IN WORKING CONDITIONS

Section 4.01 Change in Working Conditions

It is agreed that personnel policies, practices and matters affecting working conditions not specifically covered by this Agreement or in conflict with Article 3, Section 3.01 of this Agreement, shall not be changed by the Employer without prior notice to and negotiation with the Union. In case of emergencies the Employer will implement changes in working conditions due to an emergency situation prior to negotiation with the Union.

Section 4.02 Notification

Where this section does not conflict with Article 3, Section 3.01 the Employer agrees that prior to making a change described in Section 4.01 of this Article, the Employer will notify the Union of the proposed change. The Union will have two (2) work days from receipt of the notice to request a meeting concerning the change or furnish written comments or proposals regarding the matter. If the Union does not respond within two (2) work days, the proposed change will be put into effect.

Section 4.03 Proposed Changes

Providing it is not in conflict with Article 3, section 3.01 of this Agreement, the Union may propose the revision or cancellation of a FMDESP/PMD Police instruction or notice relating to personnel practices and policies affecting working conditions of employees in the unit. The Union will provide the Employer with specific information in writing concerning the proposed changes. The Employer will give full consideration to such proposals.

Section 4.04 Federal Mediation and Conciliation Service (FMCS)

If, after a good faith effort, the Parties are unable to reach an Agreement, the Parties agree to seek the services of the Federal Mediation and Conciliation Service (FMCS) to resolve their differences. If assistance from FMCS is unsuccessful, the Parties agree to submit the dispute for resolution in accordance with the regulations of the Federal Service Impasses Panel (FSIP). During this period, the Employer will maintain the status quo except in emergencies in accordance with the law.

Section 4.05 *Non-Negotiability*

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

Section 4.06 *Study Notification*

The Employer agrees to notify the Union of any studies or surveys in which bargaining unit employees will participate to the extent feasible.

ARTICLE 5. RIGHTS OF THE EMPLOYER

Section 5.01 *Employer's Rights*

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights afforded by 5 USC Chapter 71 are exclusively the Employer's. The failure of the Employer to exercise any right shall not be considered a permanent waiver of the Employer's right.

ARTICLE 6. UNION RIGHTS AND OBLIGATIONS

Section 6.01 *Rights and Obligations*

Except as expressly modified or restricted by a specific provision of this Agreement, all Union rights afforded by 5 USC Chapter 71 are exclusively the Union's. The failure of the Union to exercise any right shall not be considered a permanent waiver of the Union's right.

ARTICLE 7. UNION USE OF FACILITIES AND EQUIPMENT

Section 7.01 *Office Space*

The Employer will provide office space for the conduct of official Union business. The space will be secured by a door and lock to assure Union security. Management will have access as necessary for internal security reasons. The Union will assure the general cleanliness of the facility, and will refrain from posting materials that are offensive to the management or employees.

Section 7.02 *Furniture & Computer Access*

The Employer will assist in acquiring furniture from DRMO, one (1) desk, one (1) file cabinet and four (4) chairs. The Employer will provide internet access within the regulations of the Directorate of Information Management (DOIM).

Section 7.03 Telephone Service

The Employer will provide the Union one local telephone, with local access only.

Section 7.04 Bulletin Board

The Employer will provide a bulletin board for the posting of Union material. The Union will be responsible for the material posted on its bulletin board. Upon receipt of written notification from the Employer, the Union will remove any material that is alleged to be libelous until the dispute is resolved. If the Parties are unable to resolve the dispute, the Union may request expedited arbitration.

Section 7.05 Regulations & Instructions

Upon written request, the Employer will either provide a copy to the Union, or the Union will be provided access to a copy machine so that a copy of regulations or instructions not on the internet may be made.

Section 7.06 Copies of Collective Bargaining Agreement

The Employer will reproduce this Agreement and will bear all related costs. The Employer will provide fifty copies to the Union for its use and for distribution to current and future bargaining unit employees.

Section 7.07 Base Access to Non-Employee Union Representatives

Upon request by the Union, the Employer will provide necessary passes to non-employee Union representatives to attend Union functions or for the conduct of official business, subject to its established security procedures. The Union agrees to provide the Employer with a written request at least seven (7) days prior to the arrival.

ARTICLE 8. LOCKER ROOMS, BREAK ROOM/EATING AREA

Section 8.01 Lockers

The Employer and Union agrees that a securable locker for each bargaining unit employee is not feasible at this time, but the Employer agrees to provide lockers when space becomes available.

Section 8.02 Inspection of Lockers

The Employer and Union agrees once lockers are established the Employer may conduct an inspection of lockers for health, safety, or security reasons. The Employer will make every effort to insure that employee or bargaining unit representative is present for inspection however; if no representative is available the Employer reserves the right to proceed with inspection.

Section 8.03 *Seizure of Locker Contents*

In any instance where an employees' property or contents of the locker is seized, the Employer will give a written receipt for the property at the time of the seizure to the employee or the employee's representative. If neither the employee nor the employee's representative is present when the seizure occurs, the Employer will provide the receipt to the employee as soon as possible.

Section 8.04 *Break Room/Eating Area*

The Employer agrees where practicable to designate areas for employees to eat their meals in each building in which bargaining unit employees normally carry on their work.

ARTICLE 9. LABOR MANAGEMENT RELATIONS

Section 9.01 *Labor Management Meetings*

The parties agree to meet quarterly and on an as needed basis to discuss and informally resolve labor management issues.

ARTICLE 10. EMPLOYEE RIGHTS

Section 10.01 *Freedom of Choice*

Nothing in this Agreement shall require an employee to become or remain a member of the Union, or to pay money to the Union except pursuant to voluntary, written authorization by a unit member for the payment of dues either directly or through payroll deductions.

Section 10.02 *Right to Participate*

Employees in the unit shall have the right and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Union or to refrain from such activities. The right of such employees to assist the Union shall be recognized as extending to participation in the management of the Union; acting for the Union in the capacity of a Union representative including presentation of the Union's views to heads of Agencies, and other officials of the Executive Branch of the Government, the Congress or other appropriate officials, and to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees. The Employer agrees to take such actions as may be necessary, consistent with law, regulations or directives from higher authority, in order to assure that unit employees are apprised of their rights as described in this Article, and to take any such further action as is deemed necessary with respect to the unlawful interference with, restraint or coercion of any employee in the exercise of these rights.

Section 10.03 *Freedom from Discrimination*

The Union agrees to accept all eligible employees as members without discrimination as to race, color, religion, sex, age, national origin or disabling condition.

Section 10.04 *Right to Grieve*

Bargaining Unit Employees have the right to consult or meet with a Union Representative and to be represented in a grievance, disciplinary/adverse actions and/or any other administrative/appeal process. The Employer agrees to authorize a reasonable amount of time to allow for such consultations/meetings during the employee's regular working hours.

Section 10.05 *Personnel Files*

An employee and/or his representative, if designated by the employee in writing, may review the employee's Official Personnel Folder (OPF). Disclosure of information will be as permitted by applicable laws, rules, regulations, and agency policy. Under no circumstances will OPF be removed from the Civilian Personnel Advisory Center (CPAC).

Section 10.06 *Right to Privacy*

The Employer will make every reasonable effort to discuss sensitive issues between a supervisor and employee in private. During the meetings that are considered to be an examination or investigation, if the employee feels that disciplinary action may occur, they are entitled to union representation. However, if management feels the need to have a neutral party present, that party will be allowed as long as they are not part of the bargaining unit. The employee needs to make their request for representation clear. Normal performance counseling is conducted for the purpose of informing the employee of their job performance. These sessions are not considered to be interrogatory in nature, therefore, do not give rise to representation even though issues such as quality or timeliness are discussed.

ARTICLE 11. LEAVE

Section 11.01 *General*

- a. Leave of fourteen (14) days or more will be requested at least thirty (30) calendar days in advance on the Office of Personnel Management Form 71 (OPM-71). Leave of less than fourteen (14) days will be requested at least seven (7) calendar days in advance on the Office of Personnel Management Form 71 (OPM-71). Approval/denial of leave will be made by the employee's immediate supervisor or other designated official within three (3) days of submission. The

Employer will provide the employee a copy of signed OPM-71. Management has the right to approve/disapprove leave based on mission requirement.

b. The Employer may retract approval of all or portions of previously approved leave as necessary to accomplish mission requirements.

c. If the use of leave cannot be anticipated, the employee will make every effort to request approval as soon as possible, but must do so four (4) hours prior to the start of the employee's normal tour of duty. Contact will be made with the employee's immediate supervisor or other designated official.

Section 11.02 Annual Leave

a. Normally annual leave requested will be approved except where conflicts in scheduling or undue interference would cause adverse impact to the FMDESP/PMD. In unusual or unforeseen circumstances, approval of unscheduled leave shall be requested from the supervisor or his designated representative four (4) hours prior to the start of the employee's normal tour of duty. Approval of such a request is contingent upon existence of bona-fide emergency or other compelling circumstance.

b. After considering workload, should a conflict occur in scheduling annual leave of one or more employees, the Employer will confer with the employees concerned to obtain mutual agreement to resolve the conflict. If this step fails, and in the absence of personal hardship as determined by the Employer, the person having the earliest service computation date (as recorded on the SF-50) will be granted the leave.

Section 11.03 Restoration of Annual Leave

The employee should schedule annual leave in writing by 15 November of each leave year. Approval will be in accordance with law, rules and regulations.

Section 11.04 Sick Leave

Except for emergency situations, sick leave should be approved in advance.

a. Sick leave shall be granted to employees when they are incapacitated for the performance of their duties due to physical or mental illness, injury, pregnancy, childbirth, or other valid medical reason. Sick leave may also be used by employees for family care, bereavement, and adoption under the provisions of the Federal Family Friendly Leave Act. During periods of illness, employees must call in and obtain leave approval from their supervisor or designated official. Employees who call in sick must state the anticipated duration of their illness.

b. Sick leave for medical procedures will normally be approved considering the mission requirements and the employee's needs. Employees shall submit requests for medical procedure sick leave in advance when practical. In unusual or unforeseen circumstances, approval of unscheduled

leave shall be requested from the supervisor or his designated four (4) hours prior to the start of the employee's normal tour of duty.

c. Normally, no medical certificates will be required for periods of illness lasting three (3) workdays or less except in cases where management deems necessary.

d. Employees will furnish a medical certificate to justify absences normally chargeable to sick leave for periods in excess of three (3) consecutive workdays except in cases where an employee suspected of having abused sick leave privileges has been given official written notice that a medical certificate for each absence from work allegedly due to incapacitation for duty is required. Such medical certification may only be required where there is an indication that excessive unsubstantiated sick leave usage is occurring or sick leave is being abused; e.g. when sick leave is used three (3) days or more in a non consecutive manner (prior to regular scheduled days off; after regular scheduled days off; prior to the start of scheduled annual leave; or after the end of scheduled annual leave). In all cases where an employee is required to submit such a medical certificate for each absence allegedly due to incapacitation for duty, the attendance record of the employee, with respect to sick leave, will be reviewed every six (6) months by the Employer, and if it is determined that a medical certificate is no longer required, the employee will be notified to this effect in writing. In the event the employees attendance record has not improved and no notification has been received, he may assume the requirements continues for one (1) additional six (6) month period. The employee has the option to request the removal of the letter of requirement. If the supervisor agrees that a medical certificate is no longer required, the employee will then be notified to this effect in writing. In accordance with applicable rules and regulations, employees returning to duty following absences of three (3) full duty days or more due to sickness may be cleared through Occupational Health for fitness for duty.

Section 11.05 Leave Without Pay

Leave Without Pay (LWOP) is not an entitlement except under the following conditions:

a. A disabled veteran is entitled to LWOP upon request when receiving medical treatment of a service-connected disability.

b. An employee is entitled to up to 12 administrative workweeks LWOP under Family and Medical Leave Act.

c. A military spouse accompanying family member for Permanent Change of Station (PCS) purposes will be approved in accordance with Army regulation.

Department of the Army Policy – LWOP:

Career and career-conditional employees or excepted employees with competitive status who are relinquishing their positions because the family or the head of household is moving from one area to another and who intend to seek federal employment in the new area may be granted LWOP for a period of up to 90 calendar days and may be extended to a maximum of 1 year.

LWOP and extensions, thereof, are at the supervisor's discretion and should be approved only when the interests of the government are best served; thereby based on mission requirements and workload. Positions would not be filled on a permanent basis until LWOP has ended.

LWOP in other cases should be granted only when it is apparent that it will result in a benefit to the government and will result in increased job ability, protection or improvement of employee's health, or retention of a desirable employee.

LWOP for any reason or any circumstance cannot go beyond a 2 year period. Employees should be separated and re-employed when they become available for duty

LWOP of more than 30 consecutive days must be made a matter of record in the employee's Official Personnel Folder. An employee requests LWOP through the immediate supervisor using the Guide to Preparing SF 52, Request for Personnel Action, which is then submitted to the CPAC.

Section 11.06 *Voting and Registration Time*

As a general rule, an employee is not entitled to any excused time if the polls are open three (3) hours either before or after his/her working hours. Normally, if the polls are not open at least three (3) hours before or after, the supervisor will grant sufficient time to vote in order to permit the employee to report to work three (3) hours after the polls are open or leave work three (3) hours before the polls close, whichever requires the lesser amount of time off.

Section 11.07 *Holiday Leave*

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
- Veteran's Day
- Thanksgiving Day
- Christmas Day

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. Eligible employees working on a holiday within their basic workweek will receive holiday pay which is rate of basic pay, plus premium pay at a rate equal to his rate of basic pay for work that does not exceed their tour of duty.

Management and the union agree that bargaining unit employees will not forfeit legal holidays or holiday compensation while in a paid status. However employees in a non pay status, i.e. absent

without leave (AWOL), leave without pay (LWOP), suspension or other types of non pay are not eligible for holiday compensation in any form.

Examples of paid status are as follows:

- a. Bargaining unit employees in an annual leave status during their perspective legal holiday will be charged holiday leave in lieu of annual leave.
- b. Bargaining unit employees in an approved sick leave status during their perspective holiday will be charged holiday leave in lieu of sick leave.

ARTICLE 12. MISSION ESSENTIAL PERSONNEL

Section 12.01 Hazardous Weather

It is understood by the Union and Employer that FMDESP/PMD employees in the series 0083 are considered Mission Essential and must remain on duty or report for duty during hazardous weather conditions. Leave may be approved in accordance with the appropriate regulations and this Agreement.

Section 12.02 Force Protection

It is understood by the Union and Employer that FMDESP/PMD employees in the series 0083 are considered Mission Essential and must remain on duty or report for duty during increased force protection measures. Leave may be approved in accordance with the appropriate regulations and this Agreement.

ARTICLE 13. POSITION DESCRIPTIONS AND CLASSIFICATION

Section 13.01 Classification Appeals

An employee may initiate a request or request an informal or formal review of the classification of their position. The classification refers to the title, pay plan, series, and/or grade assigned to the position. An employee may appeal directly to Department of Defense or to the Office of Personnel Management (OPM). The Civilian Personnel Advisory Center (CPAC) provides assistance in initiating formal classification appeal procedures.

Section 13.02 Content of Position Descriptions

Position descriptions will be written based upon the duties and responsibilities assigned to positions. The position description will be classified in accordance with the appropriate Office of Personnel Management position classification standards and Department of the Army guides.

Section 13.03 Other Duties as Assigned

An unnumbered statement at the end of major duties: "Performs other duties as assigned." Following the major duties in all position descriptions. This makes clear that the assignment of duties to

employees is not limited by the content of the position description. Supervisors should avoid assigning employees incidental duties that are inappropriate to their positions and qualifications.

Section 13.04 *Furnishment of Job Description*

Each employee, upon hire, will be furnished with a copy of his/her job description.

ARTICLE 14. INJURY COMPENSATION

Section 14.01 Reporting Injuries

a. An employee injured in the performance of his duties shall receive all benefits to which he is entitled under the Federal Employees Compensation Act (FECA). Employees are reminded that in order to receive benefits under the FECA they must promptly report any on-the-job injury to their immediate supervisor or designee. This form will be made available by the Employer upon request by the employee. The Employer agrees to provide assistance to employees, if requested, in the filing of compensation claims. If the employee is unable to give notice for any reason, notice may be given by any person with knowledge of the injury on behalf of the injured employee.

b. If the accident/injury can be considered by a lay-person to be “non-serious”, the employee should be accompanied by the supervisor, or other designated individual, to the Kimbrough Ambulatory Care Center, Occupational Health Clinic, bldg 2480, for an initial evaluation and offer of treatment. The employee is not required to receive treatment at OH/KACC, but is afforded the opportunity for immediate attention.

c. On weekends, holidays, and after-duty-hours employees may be sent or escorted to their regular physician or hospital emergency room. If the employee decides to be medically treated by a source other than OH/KACC, the supervisor must complete a CA-16, Authorization for Examination and/or Treatment, which the employee takes to their physician or private clinic when they seek medical attention.

d. Where there is a serious injury, the supervisor should call 911 for immediate medical assistance. The supervisor should accompany the employee to the site where emergency medical treatment will be provided.

Section 14.02 Light Duty

At the Employer’s option, injured employees may be assigned light duty under certain conditions, e.g., medical certification of the employee’s temporary inability to perform all the duties of his current position, and the assignment of light duty meets mission needs. It is understood, however, that the employee is not entitled to a light duty assignment. The Employer may assign an employee duties commensurate with instructions of the physician of record when an employee is capable of performing such duties and such an assignment is determined by the Employer to be necessary and reasonable to meet the mission and such position is available.

Section 14.03 Obtaining Treatment on the Day of Injury

An employee will be excused from normal duty on the day the employee sustains a work-related injury for the purpose of obtaining initial medical treatment. If the initial attending physician

determines the employee should be sent home or refers the employee to another physician that same day, any additional time lost from the employee's regular shift will also be excused.

Section 14.04 *Personal Protective Equipment (PPE) and Clothing*

Compensation for injuries that occur secondary to failure to properly utilize government issued and/or approved personal protective equipment (PPE) and clothing to include but not limited to seat belts, safety shoes, respirators, ballistic body armor, etc., can be denied in accordance with the FECA.

Section 14.05 *Consideration for Promotional Opportunities*

Employees assigned to light duty will continue to be considered for promotional opportunities for which they otherwise qualify.

Section 14.06 *Continuation for Bargaining Unit Status*

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

ARTICLE 15. OFFICIAL TIME

Section 15.01 *List of Union Officials*

The Union will furnish the Employer with an up-to-date list of the Union officers and stewards and will post a copy of this information on the unofficial bulletin board. The Employer agrees to recognize the officers and stewards designated by the Union. It is further agreed by the Parties that they will not restrain, interfere, or coerce any employee or Union officer or steward because of the exercise of their rights under Title VII of the Act, or for the performance of representational duties properly assigned under this Agreement.

Section 15.02 *Representational Work Area*

Each steward's representational activities will be within his assigned working area. It is agreed that the original point of contact by stewards for discussion of grievances or complaints will normally be the lowest level supervisor having authority to act in the matter. Contacts above this level will normally be made by the President of the Union or his designee.

Section 15.03 *Leaving the Worksite*

Subject to the provisions of this Article, the Employer agrees that permission will normally be granted to a steward to leave his work site to attempt to bring about a prompt disposition of a grievance or complaint. In turn, the Union recognizes the operational requirements of the Employer and realizes that there will be times that permission cannot be granted at the time requested.

Section 15.04 Use of Official Time

The Employer and Union agree that stewards may receive and investigate, but shall not solicit, complaints or grievances from employees during working hours.

Section 15.05 Requesting Official Time

Any unit employee or Union representative, who desires to use official time, as provided for by this Article, shall do so by completing form at Appendix A (Official Time Request for Representational Purposes FOP, Lodge 6F):

a. Permission to leave the work site will be requested from the immediate supervisor or designee in writing. At the time of this request, the employee and/or Union representative will inform the supervisor of the general nature of business to be transacted and, if known, the specific provision of this Agreement that authorizes the time. Based on the information provided, the supervisor will determine if the official time requested is appropriate. Permission will be granted provided the absence will not impair or seriously delay performance of the employee's immediate work assignment. Where the supervisor determines impairment or serious delay will be involved, he will so advise the employee or representative and grant permission for absence at the earliest possible time that workload permit.

b. Any bargaining unit employee desiring to use official time must get approval from their supervisor.

c. Upon conclusion of the business for which time was granted, the Union representative and/or employee shall promptly return to the work site and report to his supervisor.

Section 15.06 Approval of Official Time

Official time will be granted for actual time spent in any of the four categories reflected in this section:

a. Term Negotiations – official time used by Union representatives to prepare for and negotiate a basic collective bargaining Agreement or its successor.

b. Mid-Term Negotiations – official time used to bargain over issues raised during the life of a term Agreement.

c. Dispute Resolution – official time used to process grievances up to and including arbitrations and to process appeals of bargaining unit employees to the various administrative agencies such as the MSPB, FLRA and EEOC and, as necessary, to the courts.

d. General Labor-Management Relations – official time used for: meetings between labor and management officials to discuss general conditions of employment, labor-management committee meetings, labor relations training for Union representatives, and Union participation in formal meetings and investigative interviews.

Official time will be granted for actual time spent in the four categories depicted above providing the employee or representative is in a duty status.

Section 15.07 Request Form

The form to be used for recording official time for representational purposes is attached to this Agreement as Appendix A. The Parties agree that this form will be used to request and record official time.

Section 15.08 Accounting of Official Time

The Defense Civilian Pay System (DCPS) is the mechanism used within the Department of Defense for the tracking of official time used for Union representational purposes. For Army to account for official time usage through an automated system, supervisor must report official time used with the usage broken down in the appropriate categories identified in Section 15.06.

Official time must be annotated on employees/Union official payroll card in the environmental hazard field.

Official time must be reported in four categories:

- BA – Term (or contract) Negotiations
- BB – Midterm Negotiations
- BD – Labor/Management Relations
- BK – Grievances and Appeals

The number of employees for whom official time is authorized shall not exceed the number of individuals designated as representing the agency for such purposes.

Section 15.09 Abuse of Official Time

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 15.10 Union Sponsored Training

The Employer agrees that up to forty (40) hours of official time within a fiscal year, but no 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 15.11 Election as Delegate

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 LWOP in accordance with this agreement, whenever practicable.

Section 15.12 *Leave for Internal Business*

Union representatives will be granted annual leave or LWOP, 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 in accordance with this agreement, as far in advance as possible.

ARTICLE 16. UNIFORMS AND EQUIPMENT

Section 16.01 *Uniforms*

a. Employees will be required to wear complete uniforms, as prescribed in appropriate regulations AR 190-56 and Directorate Uniform, Equipment and Grooming Standard Operating Procedure (SOP), and maintain themselves in a neat, and orderly manner at all times on duty.

b. The Employer agrees that all employees covered by this Agreement are entitled to the maximum uniform allowance per year in accordance with the Federal Employees Uniform Act, 5 USC 5901-5903. The purpose of the allowance is to purchase articles of distinctive clothing or insignia which the employee is required to wear as a condition of employment, normally for the purpose of identification, discipline, or other reasons relating to the performance of official duty.

c. A trained, equipped, professional police department is in the best interest of the Employer and enhances the health, safety and security of the bargaining unit, the entire workforce and the Installation. The employee understands their responsibility to purchase the uniform items as defined in AR 670-10, AR 190-56 and Directorate Uniform, Equipment and Grooming SOP. The Employer agrees to issue equipment items associated with performing law enforcement duties while not all inclusive such items as, patches, badges, duty-belt, the equipment required on the duty-belt, etc. All issued equipment will be returned at the conclusion of employment.

d. Management agrees to provide an identification credential, which specifies police officer.

e. The Union will be informed in advance and given the opportunity to bargain prior uniform change.

f. All bargaining employee members will be allowed to wear FOP Lodge 6F pin in accordance with Directorate Uniform, Equipment and Grooming SOP.

Section 16.02 *Reporting of Damaged Items*

Uniforms damaged in the line of duty will be replaced by the employer after an inquiry as to the damage has been conducted by management and the employee is cleared of all negligence.

Section 16.03 *Personal Protective Equipment (PPE)*

a. The Employer agrees to furnish protective clothing and equipment necessary for the performance of assigned work. The Union may recommend new protective clothing and equipment and/or modifications to existing equipment for consideration. Such recommendations shall receive prompt consideration. The Union will assist Management in insuring that employees will wear safety equipment when required by Management.

b. All employees will be provided body armor upon being hired within a reasonable amount of time if one is not immediately available. If the Employer does not have one available the officer will be fitted for one.

c. All employees are mandated to wear body armor while on duty with the exception of the desk officer(s) who will have them readily accessible.

d. All employees will be provided and required to wear Mission Oriented Protective Posture (MOPP) gear or equivalent gear.

e. Management will provide hearing and eye protection when required.

f. All (PPE) equipment will be returned at the conclusion of employment.

Section 16.04 *Police Vehicles*

a. The parties agree that vehicle safety is critical and that all vehicles will be maintained in accordance with DoD 4500.36-R. The Employer agrees to insure the safe and proper installation and maintenance of all equipment, including the electronic equipment in each vehicle. Employees will identify malfunctions that render the motor vehicle unsafe and/or unserviceable. Deficiencies that impair safety of operations shall be corrected before returning the vehicle to an operational status.

b. Employees are responsible for before, during, and after operation Preventive Maintenance Checks and Services (PMCS) of the vehicles they operate as well as equipment PMCS (i.e. weapons, radar, etc). Failure to properly perform or document equipment PMCS may result in disciplinary action.

- c. All patrol vehicles will:
1. Be clearly marked as police vehicles,
 2. Contain a first aid kit,
 3. At least one vehicle will be equipped with a security screen.

- d. Radar equipment will be available and properly maintained.

ARTICLE 17. DUES WITHHOLDING

Any reference to the servicing payroll office shall be taken to mean the Customer Service Representative (CSR) of the Directorate of Resource Management (DRM).

Section 17.01 Dues Withholding Form Distribution

The Union will distribute a Standard Form 1187, Request for Payroll Deduction for Labor Organization Dues to each eligible bargaining unit employee who wants to authorize a voluntary allotment for Union dues.

Section 17.02 Effective Date of Dues Withholding

The Union may submit a SF 1187 to the Payroll Office at any time. An allotment will be effective on the first complete biweekly pay period after a properly completed and signed form is received by the Defense Finance and Accounting Service (DFAS).

Section 17.03 Terminating Dues

An employee may voluntarily revoke their allotment for the payment of dues by completing a SF 1188 and submitting it in duplicate to the servicing payroll office. Any such voluntary termination of allotment for deduction of Union dues will only become effective with the first full pay period beginning after the anniversary date of commencement of dues withholding, provided the anniversary date is at least one year from the date dues deductions began.

Section 17.04 Termination Date

Employee's voluntary allotment for payment of Union dues will be terminated by the Employer with the beginning of the first pay period following the pay period in which any of the following occur:

- (1) Loss of recognition by the Union;
- (2) Transfer of the employee outside the bargaining unit;
- (3) Separation of the employee; or
- (4) Receipt by the Employer of written notification from the Union that the employee has been expelled or has ceased to be a Union member in good standing.

Section 17.05 *Written Notice*

The Union will promptly provide written notification to the servicing payroll office when a member of the bargaining unit is suspended, expelled, or ceases to be a member of the Union in good standing.

Section 17.06 *Agreement Renewal*

If this Agreement is not renewed or renegotiated by the termination date because of proceedings involving a negotiability dispute, impasse or a unit representation question, dues withholding in effect will be continued until the matter is resolved.

ARTICLE 18. EQUAL EMPLOYMENT OPPORTUNITY

Section 18.01 *EEO Opportunity*

The Employer agrees to provide equal employment opportunities for employees without regard to religion, sex, race, color, national origin, age, and partisan political affiliation or other non-merit factor.

Section 18.02 *Promoting EEO*

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 18.03 *Complaint Process*

The Employer will make available to employees written information describing the EEO complaint process. The location and telephone number of the EEO Office will be posted on the bulletin board and kept current.

ARTICLE 19. DETAILS AND TEMPORARY PROMOTIONS

Section 19.01 *Details and Temporary Promotions*

The Employer agrees that details and temporary promotions to all positions within the bargaining unit shall be consistent with applicable instructions, laws and regulation.

Management must give the employee advance written notice of the conditions of the time-limited promotion, including the time limit of the promotion; the reason for a time limit; the requirement for competition for promotion beyond 120 days; where applicable; and that the employee may be returned at any time to the position from which temporarily promoted, or to a different position of equivalent grade and pay. When an agency effects a promotion under a nondiscretionary provision and is unable

to give advance notice to the employee, it must provide the notice as soon as possible after the promotion is made.

ARTICLE 20. PROMOTIONS WITHIN THE BARGAINING UNIT

Section 20.01 *Regulations*

The Employer will make promotions in accordance with applicable laws, regulations, and letter of instruction (LOI), AR 690-3, Civilian Personnel Operations Center (CPOC), Army National Capital Region CPOC Regional Merit Promotion Plan to include any changes made by higher headquarters.

The Employer shall announce all Police Officer (0083) vacancies within the Directorate of Emergency Services (DES) by posting announcements on all DES bulletin boards during the open period of the announcement.

Section 20.02 *Priority Consideration*

If the Employer agrees or an arbitrator decides that an employee was improperly excluded from the best-qualified list as a result of a grievance filed under this Agreement, the Employer will give priority consideration to the employee for the next appropriate vacancy for which the employee is qualified. This consideration does not automatically make the employee eligible for advancement.

Section 20.03 *Definitions*

a. 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. Priority consideration may be granted only once for each time proper consideration in a competitive promotion action was not given. If reconstruction shows that the candidate is not in the best qualified group, the candidate is not adversely affected and no priority consideration is to be granted.

b. 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 20.04 *Request for Information*

The Employer will provide upon request from the Union or the employee information pertaining to this Article whether the employee was one of the best qualified candidates available and did not appear on the promotion list in the group from which selection was made.

ARTICLE 21. DISCIPLINARY AND ADVERSE ACTIONS

Section 21.01 Efficiency of the Service

It is the policy of the Employer to maintain productivity, employee morale and proper order through effective and timely application of corrective action. Before imposing disciplinary action, the Employer shall make reasonable efforts to explore with the employee the source of any difficulty or problem affecting the employee's behavior and suggest and/or request constructive ways in which to resolve the difficulty. All such actions shall be taken for such cause as will promote the efficiency of the service and will be in accordance with law, rules and regulations.

Section 21.02 Definition

Informal disciplinary actions are defined as oral and written admonishments or warnings. Formal disciplinary actions are Letters of Reprimand and suspensions for 14 days or less. Formal disciplinary adverse actions are suspensions for more than 14 days, involuntary reductions in grade or pay, and removals.

Section 21.03 Development of Facts

All facts pertaining to a disciplinary/adverse action will be developed as promptly as possible. Actions under this Article will be promptly initiated after all facts have been made known to the official responsible for taking action. The parties agree that, if the facts giving rise to the disciplinary/adverse action would also give rise to a criminal action, the Agency may delay processing administrative action until after the criminal proceeding is resolved.

Section 21.04 Notifications

Any employee against whom a disciplinary action or adverse action is proposed should be notified in writing of the reason for such action and given a notice period to respond.

Section 21.05 Notice Periods

Notice periods are normally not less than 15 calendar days for suspensions of 1 to 14 days, with employee response due within 7 calendar days from receipt of the notice, unless an extension is granted. Notice periods for suspensions more than 14 days, for involuntary reductions in grade or pay, or for removals shall normally be not less than 30 calendar days, with employee response due normally not more than 15 calendar days from receipt of the notice by the employee, unless extensions are granted. Exceptions to the notice period are provided by application of any applicable laws, regulations, or policies.

Section 21.06 Right to Review

An employee against whom an action is proposed under this Article will have the right to review all documentation reviewed and/or relied upon by the proposing and deciding official, to support the action and will be given a copy upon request.

Section 21.07 *Last Chance Agreement*

Nothing in this Agreement prevents the Employer from considering “Last Chance Agreement” (LCA). Last Chance Agreements are instruments designed to permit an employee subject to a removal action as a last opportunity to demonstrate that he can be successfully rehabilitated, e.g., that his performance or conduct can be improved to the Employer’s satisfaction, and that the removal should not be taken. The agreements are tailored to the special circumstances involved in each case. They allow the Employer, at its discretion, to forego or delay implementation of the removal in order to give an employee a last chance to demonstrate successful rehabilitation.

Section 21.08 *Right to Union Representation*

The employee has the right to a union representative at his/her discretion be present at all meetings at which the last chance agreement is discussed.

ARTICLE 22. GRIEVANCE PROCEDURES

Section 22.01 *Purpose*

The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of grievances.

Section 22.02 *Definition*

A grievance means any complaint:

- a. By any employee concerning any matter relating to the employment of the employee;
- b. By the Union concerning any matter relating to the employment of any employee;
- c. By an employee, the Union or the Employer concerning:
 - (1) The effect or interpretation, or a claim of breach of the Agreement;
 - (2) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

Section 22.03 *Excluded Matters*

Listed below are matters, which are expressly excluded from this Article and the Arbitration Article of this Agreement:

- 1) Any claimed violation of Subchapter III of Chapter 73 of Title 5 U.S.C. (relating to prohibited political activities);
- 2) Retirement, life insurance, or health insurance;
- 3) A suspension or removal under Section 7532 of Title 5 U.S.C. (which is in the interest of national security);
- 4) Any examination, certification, or appointment;
- 5) The classification of any position, which does not result in the reduction in grade or pay of an employee;

- 6) Termination of probationary employee;
- 7) Non-selection for promotion from a group of properly ranked and certified candidates;
- 8) Issues raised under Unfair Labor Practice (ULP) procedures;
- 9) The granting of, or failure to grant, a quality increase, cash award or honor award, or the adoption of, or failure to adopt, an employee's suggestion or invention;
- 10) The identification of critical elements and the establishment of performance standards;
- 11) Notice of proposed disciplinary and proposed adverse action;
- 12) An action which terminates a temporary promotion within a maximum period of two years and returns the employee to the position from which temporarily promoted, or reassigns or demotes the employee to a different position that is not a lower grade or pay than the position from which the employee was temporarily promoted;
- 13) Termination of any time limited appointment;
- 14) An oral admonishment, or a letter of admonishment or caution;
- 15) An allegation or complaint of discrimination because of race, color, religion, sex, age, marital status, political affiliation, disabling condition, or national origin;
- 16) Reduction-in-force adverse actions (furlough for over thirty (30) days, separation, or demotions.

Section 22.04 *Exclusivity of Remedies*

Management may not conduct any formal grievance hearings, meetings, or discussions with the grievant (s) without giving the Union the opportunity to be present.

Section 22.05 *Grievability / Arbitrability*

In the event either party should declare a grievance non-grievable or non-arbitrable, the grievance shall then be amended to include this issue. A dispute of grievability or arbitrability will be a threshold issue before the arbitrator if and when the related grievance goes to arbitration.

Section 22.06 *Employee Right*

An employee has the right to present and process a grievance under this procedure on his own behalf. In such cases, the Union has the right to have a Union representative present, on official time (if otherwise in a duty status), during all steps of the grievance procedure. This does not include the right for an employee to invoke arbitration on his own behalf.

Section 22.07 *Informal Stage*

Most grievances appear to arise from misunderstandings or disputes, which can be settled promptly on an informal basis. Consequently, the Employer and the Union agree that in the interest of good labor-management relations and efficiency and economy in the workplace, grievances should be settled at the lowest possible level. The initiation of a grievance in good faith by an employee should not cast any reflection on his standing with his supervisor or on his loyalty, performance and desirability to the organization.

Section 22.08 *Official Records*

The Employer shall, upon written request, provide the Union representative with available information from official records to aid in resolving specific grievances, insofar as permissible without violating laws and regulations.

Section 22.09 *Settlement*

It is agreed that when a grievance decision is accepted or the grievance is terminated by the grievant at any step, it will be considered to be settled in its entirety, and no further action will be taken regarding the grievance.

Section 22.10 *Time Limits*

All time limits in this procedure may be extended by mutual consent of the Parties, and any such extensions of time shall be officially recorded and signed by the Parties to the grievance. Failure on the part of the Employer to meet its time limits shall allow the grievant(s) to move the grievance to the next step of the procedure. Failure by the employee or the Union to meet its time limits will grant the Employer the authority to terminate the grievance at the step in which the employee or the Union failed to meet the time limit requirement.

Section 22.11 *Presenting Grievances*

When presenting grievances, the employee or his representative/management official will hand carry the grievance to the immediate supervisor or lowest level supervisor with authority to render a decision and specifically advise him/her that a grievance is being presented and that it is time sensitive. At this time, a copy of the grievance should be hand carried to the Civilian Personnel Advisory Center.

Section 22.12 *Procedures*

STEP 1. The grievance shall first be taken up by the grievant (and the Union representative if the employee elects to have one) with the immediate supervisor or the lowest management official with authority to render a decision. The informal grievance must be initiated within fifteen (15) calendar days of the incident that gave rise to the grievance, unless the grievant could not reasonably be expected to be aware of the incident by such time. In that case, the grievance must be initiated within fifteen (15) calendar days of the date that the grievant became aware of the incident. A decision will

be given to the grievant within ten (10) calendar days after presentation of the grievance. Such decision will be in writing if not resolved and explained by the management representative. The format for unresolved Step 1 grievances is described in Appendix B. Failure of management to meet this deadline shall enable the Union to proceed with the grievance without awaiting for a decision beyond the deadline date. Failure of the Union/Grievant to proceed to the next appropriate step will result in cancellation of the grievance. Grievances of disciplinary and adverse actions will normally begin at Step 2.

STEP 2. Grievances of formal disciplinary/adverse action will begin at Step 2. If the Grievant is dissatisfied with the decision given at Step 1, the grievance may be reduced to writing by the aggrieved and advanced to the next step as follows: Within ten (10) calendar days after receipt of the written decision on the Step 1 or within ten (10) calendar days after the date it should have been received, the grievance shall be presented by the aggrieved or his representative to the next level of supervision with authority to render a decision. The grievance shall be submitted on the Negotiated Grievance Form and the written decision on the Step 1, if received, shall be attached. The grievance form as shown at Appendix C will be provided by the Union. Upon receipt of the grievance, the Management Official shall within ten (10) calendar days render a decision.

STEP 3. If dissatisfied with the decision reached in Step 2 or if no decision is given, the grievant may within ten (10) calendar days after receipt of the written decision or within ten (10) calendar days after the date it should have been received, present the grievance to the Deputy Garrison Commander or his designated representative. Upon receipt of the grievance, the Deputy Garrison Commander will within ten (10) calendar days render a written decision by completing the appropriate section of the Negotiated Grievance Form. Such decision and its basis shall be in writing. If the decision at this step is not satisfactory, the Union may proceed to binding arbitration in accordance with the Arbitration Article of this Agreement.

Section 22.13 *Employer / Union Disputes*

Grievances between the Union and the Employer shall be submitted in writing to the appropriate Deputy Garrison Commander or his designated representative or the Union President or designated representative as the case may be, within fifteen (15) calendar days of the date the grievant became aware of the grievance. The grievance shall contain the following:

- a. Statement setting forth facts upon which the grievance is based.
- b. Specific alleged violation.
- c. Remedial action sought.

The decision at this level will be given within ten (10) calendar days of receipt of the grievance. If the decision is unsatisfactory to the grievant it may be submitted to arbitration in accordance with the Arbitration Article of this Agreement.

If mutually agreed, the parties may extend all time limits in this Article.

In the event either party should declare a grievance non-arbitrable, all such disputes may be referred to arbitration as a threshold issue.

ARTICLE 23. ARBITRATION

Section 23.01 Notice

If the Employer and the Union fail to settle any grievance processed under the Negotiated Grievance Procedure, such grievance, upon written request by either Party, within fifteen (15) calendar days after issuance of the final decision, may be submitted to Arbitration. Arbitration may only be invoked by the Employer or the Union. Requests for arbitration from the Union will be submitted to the respective activity Police Chief. Requests for arbitration from the Employer will be submitted to the respective Union President.

Section 23.02 Federal Mediation and Conciliation Service

Within ten (10) calendar days from the date of receipt of a valid arbitration request, the involved Parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The Parties shall meet within ten (10) calendar days after the receipt of such list to select an arbitrator. If the Parties cannot mutually agree upon one of the listed arbitrators, the Parties shall alternately strike one arbitrator's name from the list provided and repeat this procedure until one person remains who shall be the duly selected arbitrator. The order of striking shall be determined on the basis of a flip of a coin. All time limits in this procedure may be extended by mutual consent of the Parties.

Section 23.03 Withdrawal

After an arbitrator has been selected in accordance with this Article, if one Party chooses to withdraw prior to the arbitration hearing, that Party shall pay the full cost of any cancellation fee charged by the arbitrator. If the Parties jointly agree to withdraw, then the cost of the cancellation fee will be borne equally by the Employer and the Union.

Section 23.04 Fee

The arbitrator's fee and all expenses (per diem, travel and hearing transcripts) shall be borne equally by the Employer and the Union. The arbitration hearing will be held, if possible, on the Employer's premises during the regular day shift hours of the basic workweek. The employee, the Union representative, and witness (es) who have direct knowledge of the information relative to the case, shall be excused from duty, if otherwise in a duty status, while participating in the hearing. In order to provide for availability, the Employer must receive a list of proposed witnesses, in writing, at least fourteen (14) calendar days prior to the scheduled hearing date.

Section 23.05 Decision

The arbitrator will be requested to render his/her decision and/or remedy as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearing unless the Parties mutually agree to extend the time limit.

Section 23.06 *Binding Award*

The arbitrator's award shall be binding on the Parties; however, either Party may file exceptions to an award with the Federal Labor Relations Authority (FLRA) under regulations prescribed by the Authority. The arbitrator shall have no authority to add to or modify any terms of this Agreement and shall limit the findings to the issues submitted to arbitration. Either party may file exceptions to the Arbitration's award with the Federal Labor Relations Authority under regulations prescribed by the Authority.

ARTICLE 24. SAFETY AND OCCUPATIONAL HEALTH

Section 24.01 *Union Support*

The Union agrees to support the Employer's health and safety objectives by encouraging employees to work in a safe manner, disseminating information on safety and health activities to members of the unit, and alerting management to any health or safety hazard arising in the work place. Any unsafe condition shall be reported to the Employer for investigation and action. The Employer, in turn, agrees to discuss or consult on health and safety issues with the Union, and welcomes recommendations on practical and economical ways of improving safety. At the same time, these provisions underscore the employee's responsibility for his own safety and the obligation to follow safety rules and practices including the use of safety equipment, devices, or clothing prescribed by the Employer for his/her protection and that of fellow employees. Employees who deliberately or repeatedly fail to follow safety rules, including the wearing of safety equipment, may be subject to disciplinary action.

Section 24.02 *Personal Protective Equipment (PPE)*

The Employer will provide work-related personal protective equipment (PPE) as required by regulation. The Union will actively encourage bargaining unit employees to utilize safety equipment provided.

Section 24.03 *Training*

When in-house training is available, the FMDESP/PMD agrees that all employees will receive the required training. When out of house training is available the FMDESP/PMD training department will assign training first on an agency need then on a voluntary basis. Volunteers will be selected and trained based upon the workload requirements of the FMDESP/PMD and availability of training slots for unit employees.

Section 24.04 *Accident Prevention*

The Union and the FMDESP/PMD will make every effort to prevent accidents of any kind.

Section 24.05 *Regulations*

The Employer will comply with all OSHA; Army Safety regulations, AR 670-10, AR 190-56, and Fort Meade Directorate of Emergency Services Policy and Operations Manual.

Section 24.06 *Motor Vehicles*

The Employer will make every reasonable effort to ensure that 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 24.07 *Accident Documentation*

Employees will promptly deliver to the Employer a copy of all documents they receive resulting from any legal action taken against them as a result of a duty-related vehicular accident.

Section 24.08 *Medical Physical*

All bargaining unit employees will be required to undergo a medical physical examination on a recurring basis in accordance with Army/DOD regulations, and/or installation policies.

Section 24.09 *Physical Agility Assessment*

All bargaining unit employees will be required to undergo a physical agility assessment on a recurring basis in accordance with Army/DOD regulations, and/or installation policies.

ARTICLE 25. UNFAIR LABOR PRACTICES (ULP)

Section 25.01 *Filing of a ULP*

The parties understand and agree that the filing of ULP charges or the threatening to file the ULP charges are serious matters with respect to labor-management relations. However, the parties recognize that misunderstandings occur which can be resolved locally through frank and open discussions of the problem. The parties, therefore, agree that prior to the actual filing of an ULP charge by one party against the other party with the Federal Labor Relations Authority, the procedure described below will be applicable. This procedure shall be used for the consideration of allegations based upon violation of Section 7116 of the Civil Service Reform Act other than subsection 7116 (b) (7).

The charging party (either Employer or Union) will notify the other party of the alleged ULP through a written letter of intent within 30 calendar days of the occurrence of the alleged ULP. The letter of intent shall contain a statement of the facts constituting the ULP including:

- a. The exact section of law which is alleged to have been violated.
- b. A clear and concise statement of facts concerning the incident.
- c. Date, time, and place of the incident.
- d. Employer, Union and individuals involved in the incident.

The appropriate Commander and the Union President, or their designated representatives, will meet within fifteen (15) calendar days after receipt of the letter of intent in an effort to resolve the issue(s). The respondent party will issue the written position concerning the allegation of ULP within fifteen (15) calendar days of the meeting.

If the respondent's reply is not acceptable, the charging party may file a formal ULP charge with the Federal Labor Relations Authority under Title 5 of the Code of Federal Regulations.

ARTICLE 26. EMPLOYEE RECORDS

Section 26.01 Duty Time

Employees may be granted a reasonable amount of duty time not to exceed one (1) hour to examine their Official Personnel Folder in accordance with applicable laws and regulations.

Section 26.02 Review Request

When an employee request to review their Official Personnel Folder, the Employer will initiate prompt action to obtain the record.

ARTICLE 27. OUTSIDE EMPLOYMENT

Section 27.01 Employee Right

In accordance with AR 190-56, Off duty employment must be approved by the Director of Emergency Services and must not interfere with the performance of duties.

ARTICLE 28. PERFORMANCE MANAGEMENT SYSTEM

Section 28.01 Performance Appraisal System

The Employer will maintain a performance appraisal system as required by Chapter 43 of Title 5 U.S.C. and Army instructions.

Section 28.02 Grievance

An employee may file a grievance under this Agreement concerning a completed appraisal report on the grounds that the report is technically deficient or contains appraisal statements which are

inaccurate or falsely prejudicial. Critical elements of performance standards are not grievable or appealable.

ARTICLE 29. BASIC WORK CYCLE AND OVERTIME

Section 29.01 *General Provisions*

a. Employees of the unit are required to perform shift work and will be assigned work schedules at the discretion of the Employer. The current schedules will be posted at all times and will include a minimum of the current and next succeeding pay period.

b. The Employer will provide prior notification when a change in the work schedule is necessary, except in emergency situations.

c. The Employer is responsible for the implementation of call-back procedures for emergencies or contingency operations.

Section 29.02 *Tour of Duty*

The basic work cycle is eighty hours in a fourteen-day period and consists of six (6) twelve (12) hour days and one eight (8) hour day beginning on Sunday and ending on Saturday. Change of work schedule is negotiable before implementation.

Section 29.03 *Overtime*

a. Overtime work will be avoided whenever possible.

b. The Union recognizes the right of the Employer to require employees to perform overtime work when required to accomplish the mission of the activity.

c. The Employer will provide employees as much advance notice as possible when overtime is required; however, the Union recognizes that unforeseen requirements may present situations when advance notification is not possible.

d. Work performed on overtime will be properly recorded and compensated for in accordance with applicable laws and regulations. Employees are reminded that overtime must not be worked unless ordered or approved by an individual who has been delegated the authority; i.e. supervisor.

e. The Employer agrees that if an employee is called back to work after he has completed his daily tour and left his place of employment, or is outside the clock-hours of his regular tour, or is on one of his scheduled non-workdays, there will be paid a minimum of two (2) hours at the overtime rate appropriate for the grade regardless of the actual time worked, provided the overtime worked is not connected with the beginning of the next regularly scheduled tour of duty.

f. Overtime shall be paid at the appropriate rate for time spent in training outside regular working hours if:

- 1) Training will bring performance up to a fully successful, or equivalent level; or
- 2) Training will provide knowledge or skills to perform new duties and responsibilities in the employee's current position.

Time spent in training or preparing for training outside regular working hours is **not** hours of work for employees subject to the FLSA overtime if the training:

- 1) improves the employee's performance above a fully successful, or equivalent level;
or
- 2) provides the employee with knowledge or skills required for reassignment to another position or advancement to a higher grade in another position.

Section 29.04 *Assignment of Overtime*

Assignment of voluntary and mandatory overtime will be in accordance with the appropriate FMDESP/PMD operating procedures.

Section 29.05 *Hardship Voluntary Reassignment*

Employees may request hardship voluntary reassignments in writing. For the purpose of this article, the Parties agree that hardships are extremely unusual situations that place legitimate and serious difficulty upon the employee. It is not interpreted as meaning an inconvenience to an employee such as attendance at school or outside employment. Hardship cases will be considered on an individual basis and will be given careful consideration. The employer will make the final decision whether the hardship reassignment will be granted.

ARTICLE 30. DEVELOPMENT AND TRAINING

Section 30.01 *General Provisions*

a. The Employer shall determine the type, frequency and duration of training to be conducted during duty hours and the numbers and types of employees to be trained.

b. Consistent with Department of Army policy and regulations, the Employer agrees to plan and provide for the training and development of civilian employees required for accomplishment of the mission of the Fort Meade Directorate of Emergency Services, Police/PM Division. The Union agrees to support and cooperate with the Employer in this program.

c. Weather conditions such as extreme heat, cold, and other conditions may be a factor in consideration, and care shall be exercised by training instructors to utilize personnel within their physical abilities consistent with job requirement and the prescribed physical standards of the employee's position.

d. The Union agrees to encourage employees in the unit to further their education to make themselves more valuable employees. The employees are urged to keep their supervisor advised of any training or skills obtained by submitting a record of such training

e. The Employer agrees to make reasonable efforts to provide employees an opportunity to attend schools or courses sponsored by the Department of Defense (DoD) or mission-related sources, consistent with organization needs and funds. . Training opportunities will be posted on bulletin boards in DES Building 6619 and the FMPD Training Center, Building 8479 and will be briefed during all shifts roll call.

f. Consistent with current Army and DoD physical security regulations, the Employer agrees to provide or implement the minimum required training for unit employees.

g. The Individual Development Plan (IDP) will be developed during the initial counseling by the supervisor and employee. The IDP will be reviewed by the employee and supervisor at the mid-point counseling session. The training division will maintain a copy of each employees IDP and review as training opportunities and funds become available.

h. All civilian personnel assigned to the Directorate of Emergency Services and performing law enforcement duties will attend and complete an accredited police academy in accordance with AR 190-56. All police academy graduates will participate in a field training program as established under DES policy and procedures.

ARTICLE 31. FIREARMS

Section 31.01 Proficiency

The Parties recognize that proficiency in the use of a firearm is of the highest priority and that proficiency must be maintained on a continuing basis.

Section 31.02 Qualifying

In accordance with AR 190-56, if an employee fails to qualify/re-qualify within the authorized time frame, the employee will be given remedial training after which they will be allowed two (2) additional opportunities to qualify. These opportunities will be scheduled at the discretion of the training division. During this remedial and re-qualification period, the employee will be assigned to the training division on an administrative work week.

ARTICLE 32. CRITICAL INCIDENT STRESS DEBRIEFING

Section 32.01 CEAP

As resources permit, employees may receive applied suicide intervention skills training from the Civilian Employee Assistance Program (CEAP) counselor. Information concerning the CEAP may be obtained from the Family Life Center of the Chaplain's Office.

ARTICLE 33. DRUG TESTING PROGRAM

Section 33.01 Policies and Procedures.

Drug abuse adversely impacts productivity, health and safety, scheduling, morale and work attitudes. Recognizing these effects, the parties jointly acknowledge the need for creating clear policies and procedures to eliminate or deter substance abuse from the workplace, take appropriate disciplinary action and to rehabilitate the substance abuser IAW AR 600-85.

The Department of the Army Civilian Employees Drug Abuse Testing Program contains a comprehensive detailed plan for civilian drug testing.

Section 33.02 *Testing Designated Position (TDP)*

This program is applicable to Testing Designated Position (TDP) Department of the Army Civilian employees in the occupational series 0083. All TDP personnel will be required to participate in urinalysis testing before appointment or selection and periodically after appointment or selection on a random basis.

Personnel selected for TDP must sign a DA Form 5019-R (Condition of Employment for Certain Civilian Positions Identified as Critical Under the Drug Abuse Testing Program) acknowledging Department of the Army's right to require TDP selectees and Employees to participate in drug testing.

The following type of civilian drug testing may occur:

1. Reasonable suspicion testing
2. Post-accident testing
3. Follow up testing due to counseling or rehabilitation for illegal drug use.
4. Random testing of Employees in designated position (TDPs).
5. When an employee volunteers for drug testing

Section 33.03 *Drug Testing*

The following is a list of the references related to drug testing:

1. Executive Order 12564 (Drug Free Workplace)
2. Department of Defense Directive 1010.9
3. Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs
4. Chapter 5-14 (Civilian Drug Abuser Testing Program) AR600-85, Alcohol and Drug Abuse Prevention and Control Program

Section 33.04 *Definitions:*

1. Reasonable Suspicion Testing
 - a. Reasonable suspicion may be based on the following objective evidence of on or off duty drug related use:
 - (1) Observable phenomena such as direct observation of drug use or possession of physical behavior or appearance.
 - (2) A documented pattern of abnormal conduct or behavior
 - (3) Confirmed tampering of a prior drug test

- (4) The Employee's own admission of drug use
- (5) Conviction for a drug related offense.

2. The employee will also be advised of his/her right to have a Union representative present during presentation of findings.

3. Accident of unsafe practice testing will be conducted in accordance with AR 600-85.

Section 33.05 *Individuals Requiring Assistance*

a. TDP personnel identified with a substance abuse problem will be removed from their position pending the appropriate administrative action.

b. Such TDP personnel may be referred to the Employee Assistance Program (EAP).

c. Management will seek guidance from Civilian Personnel Advisory Center (CPAC)/Labor Management Employee Relations (LMER) IAW AR 600-85.

Section 33.06 *Random Testing*

Random testing will not be used as a harassment tool. All random drug testing dates will be unannounced with no prior notice.

a. Whoever works on the date selected will participate.

b. The agency through Army Substance Abuse Program (ASAP)/Employee Assistance Program (EAP) (with additional assistance from supervisors) will provide information and referral concerning dangers of drug use, career consequences, available counseling and rehabilitation to any employee who request it.

Section 33.07 *Testing Procedures*

a. The Employer shall establish and administer the drug testing program in accordance with the applicable laws and regulations.

b. The Employer's program contains detailed careful procedures pertaining to sample collection, sealing of samples, receipt and record – keeping of samples, chain of custody and shipping to the contract laboratory. Should an employee or Union have grounds to believe these procedures have been violated; the errors shall be subject to the grievance and arbitration provision of the collective bargaining Agreement between the parties. An employee may request a volunteer drug test in accordance within the program guidelines. However, a voluntary test will not excuse an employee from random testing.

Section 33.08 Additional Concerns

The parties agree that a primary goal of this program is two fold. One, to maintain a drug-free environment for Employees working in testing designated position and two, to restore Employees who have successfully participated in rehabilitation and remain drug free to productive services as soon as consistent with safety, the mission of the Employer, and the treatment of the employee.

ARTICLE 34. RETIREMENT IDENTIFICATION CARD

Retirement Identification Card, DA 1602, which identifies Department of the Army Police Officer will be issued to the bargaining unit employee within thirty (30) days of the effective date of retirement.

ARTICLE 35. EFFECTIVE DATE, DURATION AND CHANGES

Section 35.01 Duration

This Agreement shall remain in effect for three (3) years from the effective date of approval by the Department of Defense subject to ratification by the Union membership of FOP Lodge 6F.

Section 35.02 Renegotiation

If either Party wishes to renegotiate this Agreement, they must provide written notice to the other Party of its desire to do so at least ninety (90), but not earlier than one hundred twenty (120), calendar days immediately preceding the expiration date. Within a reasonable period of time after receipt of such notice the Parties will commence negotiations. This Agreement will remain in effect until a new Agreement has been approved by both Parties.

Section 35.03 Automatic Renewal

If neither Party serves notice to renegotiate this Agreement, the Agreement shall be automatically renewed for one (1) year period, subject to the other provisions of this Article.

Section 35.04 Opening

The Agreement, except for its duration period as specified or as indicated elsewhere in this Article, is subject to opening only as follows:

a. Amendment (s) may be required because of changes made in applicable laws, government-wide rules or regulations, or agency rules or regulations after the effective date of this Agreement. In such event, the parties will meet for the purpose of negotiating new language that will meet the requirements of such laws, rules, or regulations.

b. It may be opened for amendment (s) by the mutual consent of both Parties at any time. Written requests for such amendment (s) by either Party must include a summary of the amendment (s) proposed. If the Parties agree that opening is warranted on such matter (s), they shall, at a mutually agreeable date, proceed to negotiate on amendment (s) to same. No changes shall be considered except those bearing directly on the subject matter (s) agreed to by the Parties. Such amendments must comply with the provisions of law and regulations.

c. Amendments or supplements to this Agreement shall terminate on the same date as the basic Agreement.

d. Both parties agree that in the event this Agreement is opened for addition of amendments only those amendments will be discussed at that time.

Section 35.05 Termination

This Agreement may be terminated:

- a. by mutual consent of both Parties, or
- b. at any time it is determined that the Union is no longer entitled to exclusive recognition under the Act.

APPENDIX A

OFFICIAL TIME REQUEST FOR REPRESENTATIONAL

PURPOSES FOP, LODGE 6F

ARTICLE AND SECTION OF CONTRACT UNDER WHICH OFFICIAL TIME IS REQUESTED:

NAME OF EMPLOYEE:

DESTINATION (BLDG., PHONE NO.):

EST. TIME REQUIRED:

REQUESTED DEPARTURE DATE & TIME:

UNION TITLE (IF APPLICABLE):

SIGNATURE & DATE:

Official contacted for appointment or employee availability & phone no.:

Request Approved:

Delay Necessary (Reason):

_____ Approved from _____ hour to _____ hour _____ date

Disapproved (Reason):

Time Left _____ Time Returned _____ Total Time Used _____

Supervisor's Signature & Date

The undersigned agrees that the information recorded above is accurate and the use of official time was the minimum required for the purpose specified above.

Labor Organization Representative's Signature

Remarks:

Distribution:

Original to Supervisor

Copy to FOP, Lodge 6F

APPENDIX B

STEP 1 UNRESOLVED GRIEVANCE RECORD

EMPLOYEE (GRIEVANT) NAME:

UNION REPRESENTATIVE NAME:

ORGANIZATION:

SUPERVISOR:

DATE EMPLOYEE RAISED GRIEVANCE WITH SUPERVISOR:

DATE OF 1ST STEP MEETING:

ACTION OF ISSUE BEING GRIEVED:

Article and section of negotiated Agreement, specific citation of law or regulations misinterpreted, misapplied or violated.

Explain how:

Specific relief sought:

Supervisor's response (each issue raised must be answered):

GRIEVANT'S SIGNATURE/DATE

SUPERVISOR'S SIGNATURE/DATE

Distribution:

Original to Supervisor

Copy to FOP, Lodge 6F

APPENDIX C

Office Symbol

MEMORANDUM FOR

SUBJECT: Negotiated Grievance Form

1. This is a Step 2 Grievance filed in accordance with Article 21 of the negotiated Agreement between Fraternal Order of Police, Lodge No. 6F and United States Army Garrison, Fort George G. Meade, Maryland.
2. The following specifics are furnished for your information and action as appropriate:
 - a. Name of Union Representative (if any):
 - b. If the grievance involves the interpretation or application of the negotiated Agreement, specify the Article and Section:
 - c. If regulations have been violated, state which one and how it was violated:
3. Describe in specific terms the nature of the grievance and how it affects you personally:
4. Describe any efforts taken to resolve the problem at Step 1 (oral) of the grievance:
5. Corrective action desired:

Signature of Grievant
Position Title/Grade
Organization/Phone Number

Distribution:

Original to Supervisor

Copy to FOP, Lodge 6F

In witness whereof the parties hereto have signed this AGREEMENT on this 9th day of January in the year 2006.