

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE FRATERNAL ORDER OF POLICE,
PICATINNY MIDDLE FORGE,
LABOR COMMITTEE, INC.

AND

UNITED STATES ARMY GARRISON
PICATINNY, NEW JERSEY

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DEFINITIONS AND ACRONYMS

The following definitions of terms and acronyms used in this Collective Bargaining Agreement (CBA) shall apply:

ADVERSE ACTION: Suspensions of more than fourteen (14) days, reduction in grade or pay, furloughs of thirty (30) days or less and removals as defined in Chapter 75 of Title 5 United States Code.

AGENCY: US Army Garrison, Picatinny Arsenal, New Jersey. May also be referred to as the "Employer."

AR: Army Regulation

AWARD: Monetary, honorary or informal recognition or may grant a time-off without charge to leave or loss of pay.

AWOL: Absent Without Official Leave

BASIC WORK REQUIREMENT: The number of hours (except for overtime hours) an Employee is required to work or account for by charging leave, credit hours, excused absence, holiday hours, compensatory time off, or time off as an award.

CALENDAR DAYS: A series of days that includes non-work days as in all references.

CFR: Code of Federal Regulations.

COMPETITIVE AREA: The organizational unit(s) and geographical area(s) in which Employees compete during a Reduction in Force (RIF).

CONSULTATION: Oral discussions between Representatives of the Employer and the Union for the purposes of obtaining and considering their views or advising them on matters relating to personnel policies, practices, or conditions of employment.

CPAC: Civilian Personnel Advisory Center.

DES: Director, Emergency Services

DISCIPLINARY ACTION: A suspension of fourteen (14) days or less or a written reprimand.

DISPLACEMENT: Displacement means the movement via RIF procedures of a fully qualified Employee into a position held by an Employee of lower retention standing in the same or lower grade/pay band Level in accordance with 5 CFR 351.702.

DOD: Department of Defense.

EAPC: Employee Assistance Program Coordinator

EMERGENCY SITUATION: A situation which poses sudden, immediate, or unforeseen work requirements for the Employer as a result of natural phenomena or other circumstances beyond the Employer's reasonable control or ability to anticipate.

EMPLOYEE: Subsequent reference to "Employee" and "Employees" will be understood to apply to the Employees of the recognized Bargaining Unit represented by the Fraternal Order of Police, Picatinny Middle Forge Labor Committee, Inc..

EMPLOYER: US Army Garrison, Picatinny Arsenal, New Jersey.

FECA: Federal Employees' Compensation Act

FLRA: Federal Labor Relations Authority.

FOP: Fraternal Order of Police

FORMAL DISCUSSION: Any formal discussion between one or more representatives of the agency and one or more employees in the unit or their representatives concerning any grievance or any personnel policy or practices or other general condition of employment.

FMCS: Federal Mediation and Conciliation Service.

GS: General Schedule

LABOR MANAGEMENT COMMITTEE: The Labor Management Committee consists of the Union President, the DES and Chief of Police. Parties may request other relevant personnel to attend Labor Management Committee meetings.

LOCKOUT: A work stoppage in which the Employer prevents Employees from working.

NEGOTIATION: Good faith bargaining by Representatives of the Employer and the Union on appropriate issues relating to

conditions of employment and personnel policies and practices, with the view toward arriving at an agreement.

NEGOTIATED GRIEVANCE PROCEDURE: The procedures contained in the Collective Bargaining Agreement for the resolution of grievances.

NOTICE: Notice hereunder shall be in writing and may include e-mail or fax transmittals.

OFFICIAL DUTY: The hours of a day (daily tour of duty) and the days of the administrative workweek (weekly tour of duty) that are scheduled in advance and during which an employee is required to perform work on a regular recurring basis. Those hours during which an employee is expected to be ready and able to perform the duties of his/her position.

OPF: Official Personnel Folder.

OSHA: Occupational Safety and Health Act

OWCP: Office of Workers' Compensation Program.

PARTIES: Employer and Union.

PERFORMANCE APPRAISAL/EVALUATION: These terms are generally interchangeable and are used to describe the processes associated with evaluating individual job performance.

POSITION DESCRIPTION (PD): A written document that records the occupational series, title and grade/pay band of the position. The PD describes the key or major duties and responsibilities along with other position requirements.

PROBATIONARY PERIOD: A period of time in which the Supervisor evaluates a newly hired employee's performance and conduct to determine whether the employee should be retained.

PRONOUNS: Use of pronouns throughout this Collective Bargaining Agreement are meant to be gender neutral.

RATING OF RECORD: The official rating that is entered into the personnel system and retained in the Employee's Official Personnel File.

RATING PERIOD: A specific period of time during which an employee's work performance is evaluated. Rating periods typically cover one year, but could cover at a minimum 120 days. Rating periods are covered in AR 690-400 Chapter 4302.

REDUCTION IN FORCE (RIF): A system which determines how employees compete for retention when employment reductions are necessary.

STATUTE: Federal Service Labor Management Relations statute (5 U.S.C. Chapter 71).

STRIKE: 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.

SUPERVISOR: An individual with the authority in the interest of the U.S. Army Garrison to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment.

TIME LIMITS: Time limits as set forth in various articles of this CBA shall be limited to those periods, except where the article states that all such time limits may be extended by mutual agreement of the parties unless prohibited by law or regulation.

UNACCEPTABLE PERFORMANCE APPRAISAL: For GS employees, a ratee who fails in one or more objective, regardless of ratings assigned to other objectives (AR 690-400 Chapter 4302).

UNION: Fraternal Order of Police, Picatinny Middle Forge Labor Committee, Inc.

UNION REPRESENTATIVES: FOP, Picatinny Middle Forge Labor Committee, Inc. officers and stewards.

5 USC: Title 5, United States Code, Government Organization and Employees.

ARTICLE 1

PARTIES TO THE AGREEMENT

Section 1-1 Parties

This Agreement is made and entered into between the Fraternal Order of Police, Picatinny Middle Forge Labor Committee, Inc., hereinafter referred to as the "Union" and US Army Garrison, Picatinny Arsenal, New Jersey, hereinafter referred to as the "Employer" or "Agency". The Employer and the Union are collectively referred to as the "Parties".

The Parties hereto seek to promote a basic harmonious relationship between management and labor and further seek to promote basic understanding relative to personnel policy, practice and procedures and matters affecting other conditions of employment, and to provide means for reasonable and amicable discussion and adjustment of matters of mutual concern and interest.

Section 1-2 Exclusive Recognition

The Employer recognizes the Union as the exclusive bargaining representative of all police officers and criminal investigators employed by the Agency, excluding all management officials, supervisors, professional employees and employees described in 5 USC §7112 (b) (2), (3), (4), (6) and (7) as certified by the Federal Labor Relations Authority.

The Union recognizes its responsibility as the exclusive representative to represent the interests of all employees in the bargaining unit without discrimination and without regard to Union membership status. If the bargaining unit described in this section is amended by appropriate clarification of the unit to include other employees, those employees will be covered by this Agreement.

Section 1-3 Employees

As used in this Agreement the term "Employee(s)" refers to all non-supervisory police officers and criminal investigators in the bargaining unit.

Section 1-4 Employer

For purpose of this Agreement, the term "Employer" is identified as any element of the Employer who exercises direct or indirect supervision over the members of the bargaining unit.

Section 1-5 Gender

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

ARTICLE 2

EMPLOYER RIGHTS

Section 2-1 Statutory Rights

In accordance with the provisions contained in 5 USC§ 7106, Management's Rights are subject to Section 2 of this Article, nothing in this chapter shall affect the authority of any management official of any agency;

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

In accordance with applicable laws-

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

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

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

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

(ii) any other appropriate source; and

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

Section 2-2 Exceptions

Nothing in this section shall preclude the Employer and the Union from negotiating

.01 At the election of the Employer, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on technology, methods and means of performing work however the employer has the right by law to assign work;

.02 Procedures which management officials of the Employer will observe in exercising any authority under this section; or

.03 Appropriate arrangements for Employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 3

PROVISIONS OF LAW AND REGULATION AND EFFECT OF THE AGREEMENT

Section 3-1 Administration of the Agreement

It is agreed and understood that in the administration of all matters covered by this Agreement, the Employer and its officials and the Union and the bargaining unit are governed by the provisions of the Federal Service Labor-Management Relations Statute and other existing and future laws, government-wide rules and regulations.

Section 3-2 Valid Exception

Any provision of this Agreement is a valid exception to and will supersede any existing or future employer rules, regulations, orders and practices which conflict with the Agreement, except to those regulations in which a compelling need exist. Future government-wide rules and regulations not in effect as of the effective date of this Agreement, which conflict with the Agreement or are not covered by the agreement will be negotiated.

If there is a change in government-wide rules, or federal laws during the term of this agreement, midterm negotiations on the changes are limited to notice of the change to the union and an opportunity to negotiate strictly on the impact and implementation of the change to the extent required by law.

Section 3-3 Future Bargaining

The Parties agree that this Agreement will not foreclose future bargaining over specific actions by the Employer.

Section 3-4 Calendar Days

Unless specified to the contrary, whenever the term "days" is used in this Agreement, it will mean calendar days.

ARTICLE 4

UNION REPRESENTATION

Section 4-1 Union Representatives

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

- .01 President
- .02 A/C Squad Vice President
- .03 B/D Squad Vice President
- .04 Secretary
- .05 Treasurer
- .06 One shop steward per shift, who works that shift

Section 4-2 List of Union Representatives

The Union will maintain on a current basis, and provide to the Employer, a written list of all the individuals who are officers and/or representatives of the Union and are authorized to act on behalf of the Union.

Section 4-3 Authorized Representatives

The Union representatives specified in Section 1 of this article are the only individuals authorized to represent the Union in dealing with Agency officials. Only the Union President, and Vice-President are authorized to deal directly with Agency officials above the Chief of Police level.

Section 4-4 Non-Employee Union Offices/ Representatives

The Employer agrees that the officers of the Union, national and local officials of the FOP, and other duly designated representatives of the Union who are not employees of the Employer will be admitted to the installation upon advance request and approval by the Employer for the purpose of meeting with representatives of the Employer at a mutually agreed upon time during working hours. Such visits will be governed by the Employer's security and other pertinent regulations.

Section 4-5 Reassignments of Union Stewards

The Employer agrees that when necessary to reassign a Union representative or shop steward from one squad to another for a period of more than two weeks, the Union President will be notified in writing as to the reason for the change, normally two weeks in advance, so that the Union will have the opportunity to designate an alternate shop steward for that squad. In emergency situations, the Employer will notify the Union as soon as possible. Except in cases requiring immediate action, the Employer agrees to consult with the Union and meet its obligation under 5 USC§ 7101, et. seq.

Section 4-6 Union Representatives' Names

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

ARTICLE 5

UNION RIGHTS

Section 5-1 Agency Rules, Regulations and Directives

The Employer will provide the Union with one (1) copy (electronic or hard copy) of all directives, future special announcements and Standard Operating Procedures related to

police officer personnel policies, practices or conditions of employment received by Director of Emergency Services (DES).

Section 5-2 New Employees

.01 All new officers within the bargaining unit will be informed that the Union is the exclusive representative of the employees within the bargaining unit. The Agency agrees to provide the Union with the names, grades and dates of entry of new officers in the bargaining unit.

.02 Representatives of the Union have the right to speak to new employees. The Union will be afforded up to thirty (30) minutes to speak with the employee(s) on their first day of duty, or up to the first two (2) weeks of employment.

Section 5-3 Formal Discussions

In accordance with 5 USC§ 7114(a) (2) (A) and (B), the Union will be given the opportunity to be represented at:

.01 Any formal discussion between one or more representatives of the Employer and one or more bargaining unit employees concerning any grievance or any personnel policy or practices or other general conditions of employment. The Agency will notify the Union President or designee of a meeting at which the Union is entitled to be represented at the same time as it notifies other attendees.

.02 Any examination of an employee in the unit by a representative of the Employer in connection with an investigation if

1) The employee reasonably believes that the examination may result in disciplinary action against the employee, and

2) The employee requests representation.

Section 5-4 Discrete Personnel Actions

A discrete personnel action means the issuance of a formal counseling, written counseling, and letter of instruction, letter of reprimand, notice of proposed disciplinary/adverse action, issuance of a performance appraisal or any other personnel action which does not require the bargaining unit officer to answer questions.

At any discrete personnel action, an employee is entitled to have a representative present, if the officer requests.

Section 5-5 Investigatory Reviews

A representative of the Union may, when representing a Union member as a witness or target of an administrative investigation:

- .01 Assist and counsel members during the interview;
- .02 Be informed of the subject of the investigation unless notification has been previously provided;
- .03 Speak privately with the employee before the interview;
- .04 During the questioning, the representative can request clarification of a question or to object to confusing or intimidating tactics. The representative's actions will not interfere with the conduct of the examination;
- .05 Advise the employee on how to answer a question;
- .06 At the end of the interview the union representative can add information to support the employee's case;
- .07 Take notes during the interview;
- .08 Request a reasonable amount of time to speak privately with the member;
- .09 Request that the meeting continue at another time if information is presented that requires additional investigation or preparation.

Section 5-6 Union Representative Non-Disclosure

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

ARTICLE 6

FACILITIES, EQUIPMENT AND SERVICES

Section 6-1 Union Office and Equipment*

The Employer agrees to make available office space to the Union for the purpose of conducting representational activities. The Employer will provide the Union with the following equipment:

.01 Two (2) Class A telephone lines capable of (incoming/outgoing) and DSN telephone calls, with voicemail and conference call capability. One phone will be put in the Union office and the other phone with conference call capability will be put in the meeting room;

.02 One (1) computer;

.03 One (1) Office Desk and four (4) office chairs;

.04 One (1) Book Case

.05 Reasonable office supplies

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

Section 6-2 Conference Space

The Agency will, upon the written request from the Union, make available space for conferences, meetings, and other approved Union functions relating to bargaining unit employees at no cost to the Union. It is agreed and understood that functions relating to internal Union business will take place during non-work hours. Normally, the request for space will be made at least five (5) workdays prior to the date desired. Subject to supervisory approval, on duty employees may be allowed to attend Union meetings, provided they are available for immediate recall.

Section 6-3 Bulletin Boards

The Employer will provide secured bulletin boards for the posting of Union material. The bulletin boards will be located in an area(s) that provide the widest exposure and accessibility for bargaining unit employees. The bulletin boards will be capable of being locked and the keys will be maintained by the

elected officials of the bargaining unit. The Union will be responsible for posting its own material. The Union agrees that material posted on its bulletin board(s) will not be libelous or offensive. Any dispute concerning the content of any posting, which is alleged to be libelous, will be brought to the attention of the Union President or his designee 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 the Agreement.

Section 6-4 Break Rooms

The Employer will provide an adequate break room in police headquarters where bargaining unit employee's work which will be cleaned on a regular basis. A break room for police officers will include:

1. Refrigerator
2. Sink
3. Microwave oven
4. Bottled Water
5. Paper cups
6. Furniture

The break room will be maintained by the Agency and will be reasonably free from dirt and debris. Employees are responsible for disposing of their own debris. In those instances where construction or renovation in proximity to such facilities results in an increase in dirt, dust or debris, the Agency will take reasonable steps to minimize the impact of construction or renovation activities.

Section 6-5 Telephones

Bargaining unit employees will be given reasonable access to Agency telephones.

Section 6-6 Design/Construction Changes

In the design or construction of any new police building, locker rooms, showers, and/or outpost's management will keep police officers, including the Union, informed about the project throughout the process. The Union will be allowed to make suggestions and comments about such proposed design or construction changes.

Section 6-7 Copies of the Agreement

The Employer will reproduce this Agreement and will bear all initial related costs. The Employer will provide fifty (50) copies of this Agreement to the Union for its use at the time of publication of the contract.

Section 6-8 Distribution of Union Material

The Union may use the Agency's mail and e-mail distribution system to transmit documents to management. The Union or any of its representatives may distribute material to officers in nonwork areas during non-work time.

ARTICLE 7

LOCKER ROOMS AND SHOWERS

Section 7-1 Locker Rooms/Showers

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

Section 7-2 Health/Sanitary Locker Inspection

When the Employer desires to conduct an inspection of an Officer's locker(s), to insure cleanliness and/or for health and sanitary reasons, Officers will be given seven (7) days advance notice for inspection. A Union steward and/or Union official may be present for the inspection. This article by no means restricts the Agency's internal security practices.

Section 7-3 Seizure of Property

In any instance where an officer's property or contents of the locker is seized by the Agency, 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 7-4 Cleanliness of Locker Rooms/Showers

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

ARTICLE 8

OFFICIAL TIME

Section 8-1 Definition

Official time is defined as duty time granted to a bargaining unit employee by the Employer for one of the purposes permitted in Section 2 of this Agreement, without charge to leave or loss of pay when the employee would be in a duty status.

Official time may not be denied by the Employer if the request meets the requirements of this article. However, subject to operational needs, the use of official time may be temporarily delayed or postponed until such time as the Employer can permit the employee to use official time.

Section 8-2 Representational Functions

Official time may be used for the following activities:

.01 discuss complaints, grievances and appeals with officers and/or other Union officials;

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

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

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

.05 meet with Labor Officials or Labor Lawyer;

.06 training as specified in 8-7;

.07 Joint Labor Management Relations Committee as specified in Article 10;

.08 Director of Emergency Services (DES) meetings as specified in Article 11;

Section 8-3 Other Official Time Uses

Official time is also provided for the representational activities and/or training of Union representatives to conduct representational activities. Official time may not be used for internal Union activities such as, but not limited to, solicitation for membership; campaigning for or participating in union elections; functions related to benefits offered by the union; and the collections of dues.

Section 8-4 Accounting for Official Time

The use of official time for representational activities will be timely recorded on a form developed by the Parties.

Section 8-5 Requests for Official Time

.01 The Union President will receive up to five (5) hours per week of official time. The Union President may request additional time if needed.

.02 Any other Union representative who wishes to perform representational activities will notify his/her supervisor as far in advance as possible.

If operational requirements do not preclude the representative from being relieved, the representative will indicate who will be contacted, what the nature of the contact is, and how much time away from duty assignment is anticipated. The representative will report to his/her supervisor when he/she returns to his/her assigned duties. Representational activities, either in person or by telephone, will not be performed at the duty assignment.

Section 8-6 Expeditious Use of Official Time

The Union recognizes the unique nature of the Police mission at the Installation and its responsibility to ensure that its representatives do not abuse their use of official time by unduly absenting themselves from their assigned duties. Representatives will make every effort to perform representational functions in a timely manner. The Parties will cooperate in any inquiry into the abuse of official time.

Section 8-7 Training of Union Representatives

During the first year of this Agreement, the Union will be allotted a block of one hundred (100) hours of official time to attend training sessions of mutual benefit to the employer and the union. A block of eighty (80) hours will be authorized during the subsequent contract years. The approval and scheduling of this official time is subject to the operational requirements of the Agency.

Section 8-8 Appeal of Denial of Official Time

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

Section 8-9 Disputes over Official Time

Any dispute over the use of official time may be resolved through the negotiated grievance procedure or the Federal Labor Relations Authority (FLRA), but not both.

ARTICLE 9

DUES WITHHOLDING

Section 9-1 Authorization

Pursuant to 5 USC §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 9-2 Collection of Dues/Transmittal of Forms

For the collection of dues allotment, the Union will use form SF-1187 (Appendix A), Request for Payroll Deduction for Labor Organizations. The Union will also be responsible for the proper

completion and certification of the forms and for transmitting them to the Defense Finance and Accounting Service (DFAS) Customer Service Representative (CSR).

Section 9-3 Forms

A member who desires to have his dues deducted from his 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 the DFAS, CSR. The form must be received in the payroll office at least five (5) days prior to the beginning of the pay period in which the deduction is to begin.

Section 9-4 Notification of Suspension or Expulsion of Union Member

The Union agrees to give prompt, written notification to the appropriate payroll office in the event that an employee having dues deducted is suspended or expelled from membership in the Union so that the employee allotment can be terminated.

Section 9-5 Employee Revocation of Dues

An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion of SF-1188 (Appendix B) to the DFAS, CSR, provided that the employee has been withholding dues for one (1) year. Upon receipt of the revocation form which has been properly completed and signed by the employee, the payroll office will discontinue the withholding of dues from the employee's pay effective the first full pay period after the employee's anniversary date. There will be only one (1) revocation period each year. The revocation period for each employee will be during the ten (10) day period immediately preceding, to include the anniversary date of the effective date of the employee's dues withholding election.

Section 9-6 Amount of Regular Dues

The amount of the dues to be withheld under this Agreement will be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union, if the amount of the regular dues has been changed as provided in Section 7 of this Article. A deduction of regular dues will be made every pay period from the pay of the 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 the dues.

Section 9-7 Change of Dues Amount by Union

If the amount of regular dues is changed by the Union, the Union will notify the Employer in writing and will certify to the DFAS, CSR the new amount of regular dues to be deducted each pay period. New SF-1187 authorization forms will not be required. Changes in the amount of Union dues for payroll deduction purposes will not be made more frequently than once in a twelve (12) month period.

Section 9-8 Issuance of Dues Allotment Check

The issuance of a check for the total amount of dues deducted each pay period will be authorized by the appropriate payroll processing center. Funds will be deposited via electronic funds transfer payable to the Fraternal Order of Police, Picatinny Middle Forge Labor Committee, Inc., not later than ten (10) working days after the close of each pay period. With each transfer, the Agency 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 payroll processing center of any change in its bank or depositing information.

Section 9-9 Automatic Termination of Deduction

All deductions of dues provided for in this Agreement will be automatically terminated upon separation of an employee from the bargaining unit. The Employer will be responsible for notifying the appropriate servicing payroll processing center when one of these actions occurs.

Section 9-10 Employee Responsibility

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

Section 9-11 Errors

In the event dues are discontinued erroneously, the Agency will automatically reinstitute the previously submitted SF-1187 on the dropped employee's behalf. The Agency will be responsible for reimbursing the Union in the amount equal to the regular and periodic dues the Union would have received for the period of termination. In the event that an employee's dues are continued erroneously due to the action or inaction of the Employer, the Employer will be responsible for reimbursing the employee, consistent with this Article.

Section 9-12 Erroneous Payments to Union

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 10

JOINT LABOR-MANAGEMENT RELATIONS COMMITTEE

Section 10-1 Creation

Within thirty (30) days after the approval of this agreement, the parties agree to establish a joint labor-management relations committee. The committee will consist of two (2) Agency police officials and two (2) officers selected from the bargaining unit. The committee will establish its own rules of procedure and protocol.

Section 10-2 Charter

The committee may discuss matters that affect the police unit as a whole. The committee will attempt to reach a consensus when changes are proposed. When no consensus can be reached, the Agency retains its management's rights and the Union retains its

right to bargain over the impact and implementation of any change, but impact and implementation may not supersede law or government wide regulations.

Section 10-3 Additional Meetings

Meetings may 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 10-4 Attendance

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

Section 10-5 Official Time

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

Section 10-6 Notifications

The Union President will advise a designated official of the Agency 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

UNION PRESIDENT/DIRECTOR OF EMERGENCY SERVICES MEETING

Section 11-1 Meeting

The Director of Emergency Services (DES) or his/her designee and the Chief of Police will meet with the Union President or designee monthly and more often if mutually agreeable, to discuss matters involving conditions of employment or other matters of interests to the parties. If the Director is unavailable, the meeting will be rescheduled to a mutually agreeable time when the Director is available. The meeting will be on official time.

ARTICLE 12

CHANGES IN CONDITIONS OF EMPLOYMENT/UNION INITIATED MIDTERM BARGAINING

Section 12-1 Definitions

In this agreement and in the working relationship of the Parties, "meet and confer in good-faith "means the process whereby the Agency's designated representatives and the representatives of the Union have a mutual obligation to meet personally and confer in order to exchange information, opinions, and proposals on matters within the scope of discussion.

"Collective bargaining" means the performance of the mutual obligation of the Agency 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 12-2 General

It is agreed that personnel policies, practices and matters affecting working conditions not specifically covered by this Agreement will not be changed by the Employer without prior notice to and appropriate negotiation as required by law with the Union.

Unless an emergency dictates otherwise, the Employer will not implement a change described in Sec. 2, until thirty (30) days after notice has been given to the Union, unless such a change is mandated by law or government-wide regulation, including if the agency would be seriously handicapped in carrying out its functions or costs would be substantially increased.

If upon receiving notice of the change the Union decides to request a meeting with management, the following time periods will be followed: (i) The Union will have up to seven (7) days to request a meeting concerning the change; (ii) if the Union requests a meeting, the meeting will normally be held within seven (7) days of the Union's request; (iii) the Union will then have up to seven (7) days to notify the Employer if it wishes to bargain. Should the union notify the Employer that it wishes to bargain, the Union will include written proposals at the time of

response. The parties will meet at a mutually agreeable time and place to conduct negotiations. The parties agree that every effort will be made to reach an agreement as expeditiously as possible. If the Union does not request a meeting or submit written proposals within the prescribed time periods, the Employer may implement the change(s) as proposed.

Section 12-3 Federal Mediation and Conciliation Service (FMCS) Assistance

If, after a good faith effort, the parties are unable to reach an agreement, the parties agree to seek the services of the Federal Mediation and Conciliation Service (FMCS) to resolve their differences. If assistance from the FMCS is unsuccessful, the parties agree to submit the dispute for resolution in accordance with regulations of the Federal Services Impasses Panel. During this period, the Employer and the Union will maintain the status quo in accordance with the law, and/or as provided in Article 2 of this agreement.

Section 12-4 Negotiability Claim

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

Should the FLRA or a court of competent jurisdiction find the subject proposal negotiable, the parties will negotiate as provided, and to the extent required, by law.

Section 12-5 Midterm Proposals

The Union and/or employer may initiate bargaining concerning conditions of employment on each anniversary of the effective date of this Agreement. Such notice will be tendered in writing at least thirty (30) days prior to the anniversary date. Each party may offer no more than five (5) articles for additions, deletions, or changes at midterm negotiations.

When either party receives written proposal(s) from the other, a meeting will be scheduled, if necessary, within ten (10) days to review the proposal(s). The parties may submit counterproposals within ten (10) days of the initial proposal(s). The parties

will meet at a mutually agreeable time and place to conduct negotiations. If the parties cannot reach agreement, the provisions of Section 4 of this article will apply.

Section 12-6 Union Representatives

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

Section 12-7 Questionnaires

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.

ARTICLE 13

NAMES OF EMPLOYEES AND COMMUNICATION

Section 13-1 Furnishing of Names

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 13-2 Distribution of Union Information

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 soliciting information from the employees so that the Union may provide maximum service to the employee. This notification will take place in the month of December of each year.

ARTICLE 14

EMPLOYEES' RIGHTS

Section 14-1 Statutory Rights

Each employee has the right to join or assist the Union, or refrain from such activity, freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of this right. Except as provided in 5 U.S.C. Chapter 71, such rights include the right:

.01 to act for a labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to the Secretary of the Army, the Commanding Officer, the Congress, or other appropriate authorities; and

.02 to engage in collective bargaining with respect to conditions of employment through representatives chosen by the employees.

Section 14-2 Personal Rights

.01 The Parties agree that in the interest of maintaining a congenial work environment, both supervisors and employees will deal with each other in a professional manner.

.02 The Agency agrees to annually inform the employees of their rights under 5 USC§ 7114(a) (2) (B).

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

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

.05 The Agency will take appropriate measures, within the capabilities of its available resources, to provide officers with the means to secure their personal belongings. Officers will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the work place.

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

.07 If an officer is facing removal or termination, the officer may resign, freely and in accordance with prevailing regulations, any time prior to the effective date.

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

.09 The Agency's Civilian Personnel Advisory Center will provide retirement information to employees upon request.

Section 14-3 Right to Meet with Union Representative

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

However, an officer may be requested to delay this meeting when operational requirements require that the officer remain on his/her post. Such a request will not unreasonably be denied.

Section 14-4 Salary Payment

The Employer will make a reasonable effort to ensure that employees receive their salary payment on the established payday. Employees are responsible for reviewing their leave and earnings statements and notifying their supervisors of any unexplained changes.

Section 14-5 Voluntary Activities

The parties agree that employee participation in the Combined Federal Campaign, blood donor drives, bond campaigns and other worthy projects will be done on a voluntary basis. The Employer will not require or coerce employees to invest their money, donate to charity or participate in these activities. This does not preclude giving general publicity and encouragement to employees to contribute. Participation or nonparticipation will not disadvantage employees.

Section 14-6 Disclosures

The Employer will not disclose an employee's age, sex, religion, national origin, physical or mental disability, or dues paying membership in the Union except as provided by law and/or directives of competent authority to which the Employer is subject, or to which the employee provides written consent.

Section 14-7 Employer Office Contacts

Officers have the right during work hours, without charge to their time, to contact the following officials or offices:

1. Appropriate Union Officials;
2. Civilian Personnel Advisory Center;
3. Equal Employment Opportunity Counselors or Officers;
4. A supervisor or management official of higher rank than the officer's immediate supervisor, utilizing the chain of command;
5. Occupational Health Clinic.

The officer will be required to state to the immediate supervisor the general nature of the contact and the length of time that he is requesting. To the extent that operational requirements permit, the employee will be released from duties to exercise this right. Employees have the responsibility to exercise this right judiciously and expeditiously.

Section 14-8 Financial Debts

In the event of a dispute between an employee and a private individual or entity with respect to an alleged debt or financial obligation, where the debt has not been reduced to a judgment by a court of competent jurisdiction, the Agency will neither act as an arbitrator nor will the Agency take any action against an employee with respect to an alleged debt. This section does not apply to debts arising from the misuse of a government credit card or security clearance issues.

Section 14-9 Personal Life

The Employer recognizes an employee's right of privacy with regard to conduct off duty and off the Employer's premises as long as there is not a nexus between that conduct and the employee's continued suitability for employment in his/her current position.

Section 14-10 Past Practices

The Parties agree to continue, unless changed through this Agreement, any common employee benefits, practices and undertakings mutually acknowledged by the Parties and not specifically inconsistent with this Agreement. Nothing contained in this section diminishes the right of the Agency to exercise its rights set out in the Management Rights Article. Further, nothing in this section precludes the Union from bargaining over specific changes proposed by the Agency. Prior to enforcing an Agency regulation involving personnel policies, practices, and conditions of employment, where the Agency believes that it may have been lax in enforcement, the Agency agrees to consult with the Union concerning this matter.

ARTICLE 15

EMPLOYEE RECORDS

Section 15-1 Coverage

This article applies to the Official Personnel Folder (OPF) and all worksite personnel files.

Section 15-2 Electronic Official Personnel Folders

The Employer will maintain an Electronic Official Personnel Folder (OPF) for each employee in the bargaining unit. The E-OPFs will contain only those records permitted by the Office of Personnel Management and personnel forms prescribed for use by the Employer. Employees will have the right to update their E-OPFs with relevant information regarding experience, education, training, etc., which might enhance their careers, and which meet the regulatory requirements for such materials stored in the E-OPF. Employees may access their E-OPF on-line. No derogatory material of any nature which might reflect adversely upon the employee's character or government career will be placed in the employee's E-OPF without the employee receiving a copy, with the exception of material required by law and regulation to be kept confidential from the employee.

Paper Official Personnel Files are being transferred to record retention facilities to be retained as historical files in accordance with agency regulations.

Section 15-3 Disclosure/Disciplinary Action

Any record in the OPF or any worksite file which has not been disclosed to the employee cannot be used as a basis for a disciplinary action.

Section 15-4 Inspection and Copying of the E-OPF

An employee's designated representative who has been authorized in writing by the employee, and when not contrary to law to which the Agency is subject, has the right upon request to review or print a copy the employee's file maintained by the Agency. An officially authorized person may inspect such records and files only after recording in advance of inspection indicating his/her name, organization and office, and the reasons for the inspection. This record will be maintained and will be available for inspection by the employee and/or his/her representative. The representative's review or printing of the OPF will take place only in the presence of an official authorized access the employee's E-OPF. Each officer will be entitled to print material from his/her OPF as needed. No record or document in an officer's file will be made available to any unauthorized persons for inspection, review, copy or duplication.

Section 15-5 Record Retention

.01 A letter of reprimand as a result of a disciplinary action is considered temporary and is not to be kept in the OPF longer than one year. A letter or reprimand so removed, while it cannot be used itself to establish the underlying conduct, may be used to demonstrate that the conduct was prohibited.

.02 Official memoranda, verbal counseling memorialized in memorandums for record, written warnings or cautions are may not be kept in any folder maintained by the Agency for more than one (1) year. At the end of six (6) months, the employee may request that this action be withdrawn. Management will give fair consideration to this request.

Section 15-6 Worksite Files

In addition to the OPF, the Agency may maintain one (1) Employee file in the Police Department. These files are intended as sources of information relating to emergency addresses, record copies of appraisals, attendance, job performance, training, discipline, awards and other information pertinent for supervisory use. Nothing in this article will prohibit the

Agency from establishing and maintaining other files, such as health, training, payroll, etc.

No record in a worksite file which has not been disclosed to the officer may be used as a basis for disciplinary action. Any derogatory material which becomes part of the Employee's worksite file will bear the signature of the person originating the material.

The officer will have the opportunity to initial the material prior to its inclusion in the file. If the Employee refuses to initial or sign the material, it will be duly annotated. Any derogatory information not documented by an SF-50 or performance appraisal is considered a temporary record and should be disposed of one (1) year following the evaluation, separation or reassignment of the officer.

Officers have the right to update their worksite files with relevant information regarding experience, education, or training, etc. which might enhance their careers.

Section 15-7 Medical Information

Medical information in the possession of the Employer about an officer may be disclosed to that officer or his representative in compliance with Health Insurance Portability and Accountability Act (HIPAA) or the Privacy Act.

Section 15-8 Ghost Files

"Ghost Files" are a collection of papers or publications arranged or classified by an employee's name and/or Social Security Number and maintained in a folder, case, cabinet or file, kept from the employee, and used by the supervisory personnel in making personal decisions about the employee. "Ghost Files" will not be kept.

Section 15-9 Supervisory Notes

Supervisors may retain "supervisory notes" which are records that contain notes on meetings; discussions with officers, managers, and the public; editorial comments; and/or historical events. These notes are characterized by the fact that they are:

- .01 retained as a memory aid by the supervisor;
- .02 accessible to that supervisor only;

.03 provided to no other person;

.04 not divulged to the employee;

.05 retained or discarded at the supervisor's discretion

Should the supervisor pass these notes to a successor or other Agency personnel, the notes will become Agency records in accordance with the Privacy Act.

Section 15-10 Subpoena

To the extent consistent with the Department of the Army Regulation 27-40, Litigation, the Agency agrees that:

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

.02 If the employee moves to quash the subpoena prior to the date of release as described above, the employee will provide a copy of the Motion to Quash to the Agency on the same date the employee or his counsel files a Motion to Quash the subpoena with a court of competent jurisdiction. Upon service of the Employee's Motion to Quash, the Agency will delay the release of the subpoenaed records until such time as a court of competent jurisdiction rules on the matter. The employee will list the Agency as an entity to be served with a copy of the court's order.

ARTICLE 16

POSITION DESCRIPTIONS

Section 16-1 Providing Position Descriptions

Each employee covered by this Agreement will be provided a position description that reflects the duties and responsibilities assigned to the position. When it becomes necessary to assign duties and/or responsibilities of a recurring nature, the position description may be amended to reflect such duties. When amending of the position description is complete, the employee will be provided with a copy.

Section 16-2 Employee Review of Position Description

Supervisors and employees will review positions descriptions annually. If an employee believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor. If the review by the supervisor does not resolve the employee's concern, the employee may appeal. Classification appeals will be reviewed through the regulatory process under the CFR.

Section 16-3 Duties Outside of Position Descriptions

An employee will not normally be required to perform duties that do not have a reasonable relationship to his/her official position description as required by the needs of the agency.

Section 16-4 Revision of Position Descriptions

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

ARTICLE 17

MERIT EMPLOYMENT AND PROMOTION

Section 17-1 Objective

The objective of this article is to ensure that merit principles are applied in an equitable manner to all applicants for posted Agency Police bargaining unit positions; to ensure the selection of those candidates determined to be best qualified; and to provide an incentive for all officers to pursue a career in the Agency based on the excellence of their performance and development of their knowledge, skills, and abilities through an orderly and fair consideration for vacancies.

Section 17-2 Vacancy Announcements

All vacancy announcements for police vacancies will be posted in accordance with the Regional Merit Promotion Plan.

Section 17-3 Evaluation of Candidates

Candidates will be evaluated in accordance with the Regional Merit Promotion Plan for police vacancies.

ARTICLE 18

PROMOTIONS WITHIN THE BARGAINING UNIT

Section 18-1 Announcements

All promotion plan announcements, for bargaining unit positions, will be open for a minimum of ten (10) days before the closing date of the announcements. The Agency will make every reasonable effort to ensure that announcements are posted for the entire open period. When the Agency determines that the normal area of consideration is inadequate for a particular vacancy, the area of consideration may be expanded.

Section 18-2 Applicable Laws, Rules and Regulations

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, either the Agency agrees or an arbitrator decides that an employee was improperly excluded from the qualified list, he/she will receive priority consideration for the next appropriate vacancy for which he/she is qualified at Picatinny Arsenal. This is a one-time consideration. An appropriate vacancy is one at the same series and grade level, 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 18-3 Priority Consideration

Priority consideration may be granted only once for each time proper consideration in a competitive promotion action was not given. The employee will be given a bona fide consideration on his/her own merit, before consideration is given to candidates under competitive procedures. This will be in accordance with Merit Systems Principles.

Section 18-4 Tie by Candidates

In the event that 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 18-5 Information to Employees

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

.01 Whether the employee was considered for promotion and, if so, whether he was found eligible on the basis of minimum qualification requirements for the position;

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

.03 Who was selected for promotion;

.04 In what areas, if any, the employee should improve to increase his chances of future promotion; and

.05 Any record of formal or informal supervisory appraisal of past performance used in considering the employee for promotion.

Section 18-6 Posted Qualifications

The Agency agrees to make selections based on the stated qualifications set forth in the vacancy announcement.

ARTICLE 19

PERFORMANCE EVALUATION

Section 19-1 Performance Evaluation

The parties agree that the present system under AR 690-400, will be used to evaluate an employee's performance.

Section 19-2 Labor Management Committee

The parties further agree that the Labor Management Relations Committee may be utilized to discuss and consider recommendations regarding the operation of the performance appraisal system.

Section 19-3 Inadmissible Comments

A number of factors must not be included in the report by any of the participants in the rating process. The following subjects are inadmissible in any part of a performance appraisal report:

.01 Reference to race, color, religion, sex (except for titles of address, first names or personal pronouns), national origin, age, political affiliation, marital status, sexual orientation, or references to spouse or family;

.02 Mention of the specific nature of a disability or medical problem;

.03 Mention of initiation of, involvement in, or participation in a grievance or equal employment opportunity procedures, except when an appropriate authority has determined that an employee has committed a discriminatory action;

.04 Comments on an employee's non-participation in employee organizations or activities;

.05 Reference to negative performance ratings or events, or performance outside of the rating period.

Section 19-4 Rebuttals and Grievances

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

.01 If the discussion with the rating and/or reviewing officer or higher level manager or supervisor does not resolve the employee's objections, the employee may include a rebuttal.

.02 A grievance may be filed 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. Performance standards and critical elements are not grievable or appealable. Where an employee becomes the subject of a reduction in grade or

removal action as a result of an Unacceptable performance appraisal, he or she may challenge the critical elements and performance requirements for his or her position at that time.

ARTICLE 20

TRAINING AND DEVELOPMENT

Section 20-1 General

The parties encourage and support employees in developing their police related knowledge, skills and abilities. To this extent, the Employer intends to provide on-the-job, internal, and external training opportunities consistent with the Employer's needs as well as the availability of funds and resources, and in accordance with the law or regulations.

The Employer will encourage each employee to engage in self-education, self-training, and self improvement programs. Any course catalog maintained by the Employer will be made available to assist employees in this effort.

Section 20-2 Annual Discussion

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

Section 20-3 Employee Responsibilities

Attendance at training is an official duty and is assigned just as other duties are assigned and is, therefore, mandatory. Employees selected for training must arrive on time and complete the entire training session. In coordination with their supervisors, employees are responsible for adjusting their schedules to accommodate authorized training requirements.

Section 20-4 Selection and Approval for Training

Selection and approval for training will be in a fair and impartial manner. When training cannot be approved, the employee will be notified and provided with the reasons for disapproval. The source and location of training is solely that of management. Claims of disparate treatment for training are grievable under the negotiated grievance procedure. This section is only intended to require the agency to rely on merit factors

required by applicable law, rule, or regulation in making training assignments.

ARTICLE 21

SENIORITY

Section 21-1 Overall Seniority

Overall seniority is computed on the basis of total time in grade at the Agency as a series 083 police officer.

Section 21-2 Ties in Seniority

Ties in seniority will be broken in the following manner:

.01 total federal service time (SCD);

.02 if there is still a tie, then total time as an employee at the Agency.

ARTICLE 22

WORK SCHEDULE

Section 22-1 Tours of Duty

The parties agree that the union will work the current schedule and the agency may work to develop a new mutually agreeable work schedule which may include a surge squad to be incorporated as a memorandum of understanding.

Section 22-2 (Pre) and (Post) Shift Activities

Time spent in pre shift or post shift activities will be compensated at the appropriate rate as set forth in 5 CFR § 550.112.

Section 22-3 Overtime Rate

Employees will be entitled to overtime at the rate of one-and-one-half- times their hourly rate of pay for every hour worked beyond their basic work day or work week. An employee will be compensated for every minute of regular overtime work in accordance with 5 CFR § 550.112.

Section 22-4 Meal Breaks

Employees' meal periods are part of their regular tour of duty. Meal periods will continue to be scheduled by supervisors. During the meal period, an employee remains on duty and is subject to recall. If the employee is recalled prior to the completion of his/her meal break, the supervisor will make every effort to afford the officer the opportunity to complete the meal break. Officers will be allotted a twenty (20) minute meal period.

Section 22-5 Compensatory Time

SEE 5 CFR § 551.531 as amended.

Section 22-6 Mandatory Physical Agility Test

The parties agree that as required by a local memorandum of agreement and as a condition of employment a two (2) part physical agility test consisting of a run, and push-ups, or an alternate authorized test will be administered in accordance with the local memorandum of agreement.

Section 22-7 Overtime Assignments

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

Section 22-8 Overtime Procedure

Voluntary overtime will be distributed and rotated in the following manner:

.01 At the beginning of every month, employee's seeking voluntary overtime will submit their names to the employer for overtime assignments. The employer will compile a list based on seniority. As each overtime opportunity arises, the employer will offer overtime to the next person on the list. Where an employee on the list rejects overtime, that employee will not be offered overtime until the next turn. The employer will note which employees are desk qualified for overtime purposes. One list for the department will be maintained.

.02 Any employee who is called back to perform unscheduled overtime work either on a regular workday after he/she has

completed his regularly scheduled day of work and left the installation, or on an RDO, will be given a minimum of four (4) hours pay at the overtime rate. An employee will not be called back to work overtime when there are qualified employees on that shift who desire to work the overtime but have not been so assigned.

Section 22-9 Mandatory Overtime

Mandatory Overtime will be distributed as follows:

.01 In the event that mandatory overtime is scheduled the employee will be compensated for the number of hours worked.

.02 Mandatory overtime in a call back situation will be a minimum of four (4) hours pay at the overtime rate regardless of time spent in a duty status.

Section 22-10 Current Addresses and Phone Numbers

All employees will provide the Employer with current home/cell numbers and addresses for emergencies. Employees are required to provide the Employer with any new or changed information within seven (7) days of changes. This information is required to be accurate and will be verified by the Employee.

Section 22-11 Overtime Breaks

Employees who work overtime shall be allowed one fifteen (15) minute rest break during each four (4) hours worked.

Section 22-12 No Assignment of Overtime

Under normal circumstances, the Agency will not assign overtime when employees are unable to work for medical reasons, justifiable emergencies or unavoidable personal situations.

ARTICLE 23

HOLIDAYS

Section 23-1 Legal Holidays

The parties agree that, as a condition of employment, employees are expected to report for work on holidays with the exception of holidays which are designated as regular days off or if leave

is granted. These holidays as per 5 USCS 6103 (a) currently include:

1. New Year's Day
2. Birthday of Martin Luther King, Jr.
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas Day

Section 23-2 Holiday Pay

Employees in the unit shall be paid on the basis of twelve (12) hours pay at their regular straight time hourly rate of pay plus any shift differentials for the above holidays on which no work is performed, due to a scheduled regular day off.

Employees, who are required to work on a holiday, shall be paid at the rate of two (2) hours for every one (1) hour worked. "their normal rates of pay per hour plus holiday pay"

Section 23-3 Vacations

When an observed holiday falls during an employee's vacation, that day shall not count as one (1) of the vacation days allowed.

ARTICLE 24

SUNDAY PREMIUM PAY/SHIFT DIFFERENTIAL

Section 24-1 Eligibility

An employee whose regular work schedule includes a twelve (12) hour period of service which is not overtime work, a part of which is on Sunday, is entitled to an additional pay at the rate of 25 percent of his hourly rate of basic pay.

Section 24-2 Night Differential

An Employee whose regular work schedule is between the hours of 1800 - 0600 is entitled to an additional night differential at a rate of 10 percent of his hourly rate of basic pay.

ARTICLE 25

HAZARDOUS PAY DIFFERENTIAL

Section 25-1 Policy

It is the policy of the Employer to eliminate or 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 conditions, a hazardous duty (HD) differential may be warranted. However, the existence of hazardous duty is not intended to condone work practices that circumvent Federal safety law, rule and regulations.

Section 25-2 Pay Differential

A hazardous duty differential may be paid to employees in accordance with 5 CFR §550.901, subpart I.

Section 25-3 Hazardous Situation

If at any time during a job assignment an employee believes that the hazardous situation may be warranted, the employee will call the matter to the attention of his supervisor as soon as possible. Unresolved complaints regarding hazardous duty will be processed under the grievance procedure in this Agreement.

Section 25-4 Union Examination

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

Section 25-5 List to the Union

To the extent consistent with the agency's internal security, the police communications center will keep a listing of known hazardous materials and advise bargaining unit officers when dispatched to an area where dangerous substances are present.

Section 25-6 Agency Contacts

If the supervisor or the Union is uncertain as to whether an employee will be exposed to a hazardous substance, he/she or the

Union may contact a representative of the Occupational Health Clinic, who will investigate and determine if such a condition exist.

Unresolved complaints regarding hazardous pay will be processed in accordance with the grievance procedure in this agreement.

ARTICLE 26

DETAILS

Section 26-1 Definition

"Detail" means the temporary full-time or part-time assignment of an officer from his/her regular position to another position or to undescribed duties without change in status grade or compensation. During the period of detail, the employee remains officially in his/her regular position.

Section 26-2 Notification

The Employer agrees that any employee for whom a known detail is planned will be notified at least two (2) weeks prior to the beginning of the detail.

Section 26-3 Documentation of Details

Any detail will be documented by memorandum to the officer with a copy placed in the officer's worksite file. Any detail in excess of one (1) month will be documented in accordance with current agency procedures and forwarded through established channels for approval. Such request and recommendations will indicate:

- .01 The beginning date of the detail;
- .02 The reason for the detail;
- .03 The expected duration; and
- .04 The position to be occupied, or a brief description of the duties or work project to which assigned.

Section 26-4 Solicitation of Interest

Should the police force decide to detail an officer for a period of sixty (60) days or longer to a police position which provides

experience required for subsequent promotion, the agency will solicit a showing of interest from qualified officers. Interested employees will be ranked in order of department seniority. The Employer may then make its selection from a list of ranked employees.

Section 26-5 Details to Higher Graded Positions/Temporary Promotions

If a detail to a police position of higher grade extends beyond thirty (30) days, or if it is known in advance it will extend beyond thirty (30) days, a temporary promotion will be made upon proper approval in accordance with the applicable law and regulations.

Section 26-6 Out-Of-Grade Work

When a bargaining unit member is performing the duties of a higher grade, the Employer may consider the employee for recognition under the Army Incentive Awards Program and favorable comments on their performance appraisal. The supervisor will make a good faith review of the circumstances under consideration.

ARTICLE 27

LEAVE ABUSE

Section 27-1 Leave Abuse

The possibility of leave abuse is generally raised when an employee uses an unusual amount of sick leave on personal certification or uses leave in an established pattern or under questionable circumstances. In making this determination, the supervisor must make common sense judgments based on his/her knowledge of the employee. During the relevant period of time, the employees leave record may be considered in making this judgment. Abuse must be determined on a case by case basis.

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

.01 While reviewing the leave records, a supervisor will avoid forming snap judgments, and make a reasonable effort to obtain all pertinent facts before deciding on a course of action. The presence of a questionable leave pattern does not in

itself establish an abuse of the leave privilege. Such a leave pattern may be the result of a legitimate health problem which causes recurring illnesses or necessitates frequent absences for medical, dental or optical treatment.

.02 Review the employee's past record for the relevant period of time. The following factors regarding leave will be considered:

- a. Before or after a weekend or holiday;
- b. When the workload is unusually heavy or a very difficult task has been assigned;
- c. When a special public event is scheduled;
- d. Immediately following denial of a day off;
- e. As soon as it is earned;
- f. Frequently for short periods;
- g. Consistently on the same day of the week;
- h. On the day following payday;
- i. When the employee's annual leave balance is exhausted or low.

Section 27-2 Interview the Employee

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

.01 Let the employee know that the supervisor is aware of and concerned about the employee's leave habits, and intends to administer the sick leave regulations on a sound and equitable basis.

.02 Ascertain whether or not there is a health problem or unusual physical condition which is contributing to the employee's absenteeism.

.03 Provide individual advice and instruction to the employee concerning the sick leave regulations and determine if he may have misunderstood them.

.04 Ask the employee what he intends to do about improving his/her sick leave record.

.05 If necessary, caution the employee against improper leave practices, and remind him of the penalties for abusing the leave regulations.

.06 Record the session with a memorandum for record.

Section 27-3 Continuation of Leave Usage

If the pattern or practice of leave usage continues after the counseling session, or if no counseling session is held, the supervisor may take whatever action he/she deems appropriate.

ARTICLE 28

ANNUAL LEAVE

Section 28-1 General

Employees will accrue leave at the rate established by 5 USC 6303(a) (1), (2), (3).

Employees will be given the opportunity to submit annual leave requests by January 31 of each year. The leave request will be any period of one workweek or more of annual leave selected by the employee. Conflicts in leave requests submitted by that date will be resolved on the basis of seniority, subject to an Employer's operational needs. Reasonable efforts, considering agency staffing needs, will be made to afford the opportunity to take two (2) consecutive weeks, or two (2) one-week periods of accrued annual leave each year to employees who request it prior to January 31. Leave requests submitted after that date or for a period of less than one workweek will be approved on a first-come, first served basis, subject to availability and the Employer's operational needs.

Section 28-2 Authorized Use of Annual Leave

Except where a leave exigency to the government exists, employees will be authorized the use of all annual leave which they earn in a year. If operational emergency arises which precludes an employee from using appropriately scheduled use-or-lose leave, such leave will be carried over to the next leave year in accordance with governing regulations.

An exigency to the government is either a work emergency or a pressing work situation of such importance as to preclude the use of leave by an employee. Exigencies will be determined in accordance with applicable law, rule or regulation. The Employer will notify the Union when management makes a decision to place the facility in a leave exigency status. This does not Preclude the Employer's right to determine such exigency for individual employees required for specific service.

Section 28-3 Substitution of Annual Leave for Sick Leave

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

Section 28-4 Substitution of Sick Leave for Annual Leave

Employees on annual leave who become sick may convert the annual leave to sick leave in accordance with applicable regulations, provided that acceptable medical documentation is provided at the time that the illness/injury occurred which justifies absence from the worksite.

Section 28-5 Reason for Request

Employees will not be required to provide reasons for scheduled annual leave.

Section 28-6 Cancellation of Annual Leave

An employee may cancel annual leave. When an employee cancels scheduled annual leave and returns to duty, he will be assigned to the work shift which he would have worked had the annual leave not been scheduled.

Section 28-7 Unscheduled Leave (Emergency Leave)

A personal emergency is defined as an event or condition that the officer did not know of when he or she last left work, and

is of such a nature as to justify the officer not reporting for work.

When an unforeseen personal emergency arises which would prevent an officer from reporting for duty, the officer may request unscheduled annual leave. The officer seeking such leave will personally notify the on duty supervisor and request leave as soon as possible but no later than one hour before the beginning of the officer's tour. Notification after this time period will be treated on a case-by-case basis. The officer will inform the supervisor of the reason and the expected period of absence. The supervisor will decide whether to approve or deny the request and inform the officer accordingly. However, no request will be unreasonably denied.

Section 28-8 Cancellation of Leave by Employer

The Employer may cancel previously approved annual leave and require employees to report for duty for valid operational or emergency reasons. Approved leave will not be cancelled for arbitrary or capricious reasons. Individual employees who have paid for vacations, airline tickets, hotel accommodations, cruises, etc. and have made such arrangements at least thirty (30) days in advance will be given additional consideration.

Section 28-9 Charge to Leave

The minimum charge to leave is fifteen (15) minutes. Additional leave will be charged in multiples of fifteen (15) minutes.

Section 28-10 Scheduling

Annual leave requested for any period during a shift schedule will normally be approved/disapproved as soon as possible. Leave requests for future shifts will normally be approved/disapproved within twenty-four (24) hours. Leave requests will be approved in the order that they are requested. If the request was disapproved and annual leave for that period later becomes available, the leave will be approved in the order that the request was received.

Section 28-11 Liberal Leave Policy

The parties agree that when the federal government announces a "liberal leave policy," and when manpower staffing needs allow, bargaining unit employees may be allowed to take annual leave

or leave without pay with the prior approval of their supervisors.

ARTICLE 29

SICK LEAVE

Section 29-1 General

Employees will accrue sick leave at the rate established by 5 USC§ 6307.

Section 29-2 Granting of Sick Leave

The Employer will grant sick leave to an employee when the employee:

.01 Receives medical, dental or optical examination or treatment;

.02 Is incapacitated for the performance of duties by documented physical or mental illness, injury, pregnancy or childbirth;

.03 Provides care for a family member, as defined in 5 CFR § 630.201, having an illness, injury, or other condition which, if an employee had such condition, would justify the use of sick leave by such an employee or for purposes relating to the death of a family member, including to make arrangements for or attend the funeral of such family member;

.04 Would, as defined by the health authorities having jurisdiction or by a health care provider, jeopardize the health of others by his presence on the job because of exposure to a communicable disease;

.05 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 29-3 Requesting Sick Leave

.01 Employees who do not report for duty at the beginning of their tour of duty and wish to request sick leave, must

contact a shift supervisor as soon as possible and no later than two (1) hours before the start of their tour of duty. The employee shall notify the supervisor of the anticipated length of absence. If original expectations change, employees are responsible for contacting their supervisor to update them on their status and request additional leave. Notifications of less than two (2) hours will be reviewed on a case by case basis. The supervisor will carry the employee in a sick leave status until notified of the employee's return. An employee, who is physically unable to speak with a supervisor, will have family member call, identify him or herself, and report the employee's situation to the supervisor as soon as possible. No employee who is incapacitated to perform his/her duties will be ordered to report when requesting unscheduled sick leave.

.02 An employee who does not personally contact a supervisor or have someone call on his behalf will be reported in an absent without leave (AWOL) status. If the absence is later excused because of the circumstances surrounding the absence are such that the absence would have been approved, sick leave will be charged from the appropriate leave account. This form of approval may be subject to appropriate medical documentation deemed necessary by management.

Section 29-4 Disapproval of Sick Leave

Whenever an employee's request for scheduled/unscheduled sick leave is disapproved, he/she will be given a written reason, if requested.

Section 29-5 Certification

In accordance with 5 C.F.R. § 630.405, employees may be required to furnish a medical certificate or other administratively acceptable evidence to substantiate a request for approval of sick leave for an absence of any duration when deemed necessary. However, absent a compelling reason an employee may self-certify.

Section 29-6 Contents of the Medical Certificate

The contents of the medical certificate will be on the medical practitioner's letterhead and provide their name, address, telephone number and signature. The certificate will also state the general reason for the absence, the date(s) of incapacitation, whether the employee was seen personally by the practitioner, and that the employee was incapacitated for duty.

Section 29-7 Medical Appointments

Use of sick leave for medical, dental or optical treatment or examination should be requested and approved in advance of the medical appointment, whenever possible. Employees are encouraged to schedule these appointments during non-duty hours when possible.

Section 29-8 Sick Leave Charges

Sick leave will be charged in fifteen (15) minute increments.

Section 29-9 Sick Leave Charges for Visits to Occupational Health Clinic

An employee injured while at work should first inform his supervisor. The employee will then be referred to the occupational health clinic or an equivalent off-site facility. The first partial day of disability caused by an employee being injured on-the-job will be charged as "Administrative Leave", on the employee's time and attendance sheet. This partial day is not charged to the employee's forty-five (45) days of Continuation of Pay under Office of Workers Compensation Program.

Section 29-10 Transfer of Sick Leave Balance from another Federal Agency

Sick leave will be transferred from another Federal Agency in accordance with applicable regulations.

Section 29-11 Factor for Promotion

Except in cases of abuse, sick leave usage will not be a factor for promotion.

Section 29-12 Transportation to Medical Facility

.01 When an employee becomes seriously ill or injured at work, the Employer will arrange for transportation to a physician, medical facility or other appropriately designated location in accordance with established emergency medical procedures. If requested by the employee, or if the employee is unable to request, the Employer will notify the employee's family or designated party of the occurrence and the location of the employee. The employee must complete the Emergency

Notification Certificate for the department records, and bear the responsibility for the currency of such certificate.

.02 When an employee is seriously injured at work and transported to an appropriate medical facility, the Employer will make a reasonable effort to provide another employee of the department to act as an escort and assist the injured employee. This escort will stay at the medical facility to greet, comfort and inform arriving family members of the injured employee as to the situation and the condition of the injured employee. The Agency will make a reasonable effort not to leave an injured employee alone until the arrival of a family member or his condition is deemed stable.

Section 29-13 Employer to Assist with Filings

When an employee is unable to do so because of a serious injury, incapacitation or illness, the Employer will make every effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.

Section 29-14 Death of Employee

In the event an employee is killed in the line of duty, the US Army Garrison SOP-HQ-003.0 (Appendix C) will apply.

Section 29-15 Prescribed Medication

Any prescribed medication that may detract from the ability of a person to perform assigned duties must be reported to that person's supervisor or the Occupation Health Clinic. When performance of duty may be impaired by the use of prescribed medication, the person will be immediately restricted from duties which conflict with his/her condition (Ref AR-190-56, 3-13)

ARTICLE 30

FAMILY LEAVE ACT

Section 30-1 General

Employees will be accorded family leave under applicable provisions of the Family Medical Leave Act of 1993 and 5 CFR § 630.1201 through 5 C.F.R. §630.1213.

Section 30-2 Requests

Employees seeking leave under the Family Medical Leave Act must complete an OPM 71 form and submit it to the appropriate supervisor.

ARTICLE 31

EXCUSED AND OTHER ABSENCES

Section 31-1 General

Appropriate leave or excused absence will be granted under the provisions of Appendix D, Leave Procedures.

Section 31-2 Funerals of Law Enforcement Officers

If mission allows, the Employer may permit the Union President or his/her designee to attend the funeral of a law enforcement officer employed by the Federal or Local Government who was killed in the line of duty. The Agency may or may not, at its option, pay travel costs/per diem.

ARTICLE 32

COURT LEAVE

Section 32-1 Coverage

Appropriate leave or excused absence will be granted under the provisions of Appendix D, Leave Procedures.

ARTICLE 33

LEAVE WITHOUT PAY

Section 33-1 General

Appropriate leave or excused absence will be granted under the provisions of Appendix D, Leave Procedures.

ARTICLE 34

ABSENT WITHOUT OFFICIAL LEAVE/ENFORCED LEAVE

Section 34-1 General

To support a charge of AWOL, the agency must show that the employee was absent and that either the absence was not authorized or that a request for leave was properly denied. The parties recognize that a charge of AWOL is discretionary with the leave approving official and not automatically required when an employee fails to report for duty at his or her assigned time.

Section 34-2 Guidelines

The following guidelines will apply to AWOL:

When an employee fails to obtain advance approval for leave and fails to telephone his or her supervisor as soon as possible but no less than one hour prior to the start of the employee's shift, a charge of AWOL may be made. If an acceptable reason for the absence is later provided, the charge will be changed to the appropriate type of leave. The minimum charge for AWOL is fifteen (15) minutes and additional leave is charged in multiples of fifteen (15) minutes for the actual time absent. If a charge of AWOL is changed to annual or sick leave, it must be charged in multiples of fifteen (15) minutes and must be requested by the employee and approved by the supervisor. When an employee fails to obtain advance approval for leave but telephones the supervisor to report a need for leave, the request may be honored. The absence may, however, be charged as AWOL in situations such as the following:

.01 After previous questionable absences, the supervisor outlined to the employee specific conditions under which approval for the future absence would be given, and the employee's current request does not conform to those conditions;

.02 Discussion with the employee reveals that the absence, without prior approval, was avoidable in the light of urgent work requirements that were known by the employee, or is otherwise inexcusable.

Recording an absence as AWOL is not a disciplinary action. It does not mean that the employee has insufficient reason for requesting leave, but rather the employee's presence is required at work, and the reason for requesting leave is one for which approval is mandatory. On the other hand, failure to request leave according to established leave procedures, or failure to report to duty after the leave request has been denied, may be used as the basis for taking disciplinary/adverse action. Repeated incidents of unauthorized absence or failure to follow

leave requirements may also be basis for disciplinary actions.

Section 34-3 Enforced Leave

The Agency agrees that no employee will be prevented from performing their duties or placed in a non-pay status against his/her will. Exceptions to this practice would include any circumstances authorized by law or regulation such as disciplinary actions (suspensions), furloughs, or planned management actions to close all or portions of the installation.

ARTICLE 35

TARDINESS

Section 35-1 Responsibility and Authority

The Parties agree that employees will report for work promptly at the time and place required. It is further recognized that situations may arise which are out of the control of the employee which prevent the employee from reporting for duty at their scheduled time and place.

Supervisors may excuse employees for unavoidable absences of less than one hour if the employee has reasons acceptable to the supervisor. The supervisor may also charge the employee either annual leave or previously earned compensatory time. Supervisors may charge absence without leave (AWOL) if the circumstances do not justify excusing the absence or approving annual leave.

ARTICLE 36

EXCUSED ABSENCES DURING HAZARDOUS

GEOLOGICAL/WEATHER CONDITIONS

Section 36-1 General

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 Agency 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 36-3, satisfies the Agency that emergency conditions prevented the employee from reporting to the facility.

Employees injured or disabled while commuting during hazardous geological/weather condition when the installation is otherwise closed will be provided with documentation by the Agency, when requested, stating that the employee was required to report for duty when the installation was closed due to hazardous geological/weather conditions.

Section 36-2 Release of Employees

When the Employer determines that hazardous geological/weather conditions exist or are imminent, on-duty employees may be released as soon as possible if operational requirements permit. The Parties agree to an internal department policy where employees are allowed the opportunity to report for work early when imminent hazardous geological/weather conditions exist. Should permission be granted by the Employer to report for duty early, the employee will be compensated, upon arrival, through overtime or compensatory time.

Section 36-3 Factors for Consideration

In making the determination, the supervisor 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 36-4 Agency Rights

The Agency 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.

Section 36-5 Employees on Prior Leave

Employees who are on leave approved before a closure will be granted an excused absence. This provision does not apply to employees on LWOP, Military Leave, on suspension or in a non-pay

status on the workday before and after the closure. This section applies to a full day closure of the installation.

ARTICLE 37

SAFE WORKING CONDITIONS AND ENVIRONMENTAL HEALTH PROTECTION

Section 37-1 Maintenance of Safe Working Conditions

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 Agency and the Union will address safety issues through the labor management committee.

Section 37-2 Protective Equipment

Protective equipment and safety devices that the Employer requires employees to use or wear will be provided to the employees at no cost.

Section 37-3 Conformance with Safety Standards

The Agency will have the authority to determine whether any work area conforms to applicable safety standards. Whenever the Agency finds that such safety standards have not been met, the Agency will determine what protective equipment will be used to protect employees and permit them to work safely in the area. The Agency will make every effort to provide prompt maintenance and repair to all essential equipment or replace equipment determined by the Agency to be in poor working condition.

Section 37-4 Office Space

The Agency will make every effort to insure that office space is in compliance with applicable regulations.

Section 37-5 Employees Not Necessary

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

Section 37-6 Unsafe Equipment

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 and the Union may request the assistance of the Safety Office/Occupational Health Clinic to inspect the job site to ensure that it is safe before requiring the employee(s) to perform the work.

Section 37-7 Prevention of Accidents

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 37-8 Individual Examinations - Request

Upon request, the Agency will examine individual employees, for effects upon them from any poisonous or toxic agents in the workplace.

Section 37-9 Vehicle Compartment

Reasonable efforts will be made so that no employee will be transported or ride in any compartment area of a police unit where prisoners are placed for transportation.

Section 37-10 OSHA Blood-Borne Pathogens

The Employer agrees to comply with OSHA blood borne pathogens standards and to equip all vehicles with blood-borne pathogens clean up kits.

Section 37-11 Employee Exposure

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

Section 37-12 HIV/AIDS/Hepatitis

The Employer agrees to make HIV/AIDS/Hepatitis awareness and prevention information available to all bargaining unit employees.

Section 37-13 X-Ray Machines/Magnetometers/Radiation

Every bargaining unit employee working in the vicinity of x-ray machines, magnetometers or radiation areas will be issued radiation badges. The Employer will provide appropriate exposure warning indicators for employees who work at or near x-ray, magnetometer, or radiation areas. The Employer will test and inspect each x-ray machine, magnetometer, and radiation areas to ensure that:

1. Properly installed and grounded;
2. Radiation emissions are within acceptable OSHA standards;
3. All areas containing the above items are properly marked and placarded;
4. Equipment is functioning properly;

Section 37-14 Installation Police Vehicles

The Agency agrees all motor vehicles will comply with federal safety standards and guidance from the Agency'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 37-15 Motor Vehicle Accidents

Employees involved in a motor vehicle accident while on duty will promptly notify the Agency. 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 Agency property and is investigated by a police agency other than the

Agency, the employee, when able, will attempt to obtain the following information:

.01 Police accident report case number;

.02 Name, address, telephone number, driver's license number, class of license; vehicle insurance information, and whether any injuries have been sustained and the possible extent of those injuries of all parties involved;

.03 Whether any injured person was removed by ambulance/paramedics; the ambulance company or paramedic unit; and the hospital to which any occupant of the vehicle was taken to;

.04 Whether an arrest was made; whether any traffic citation was issued; the alleged violation and return date in court;

.05 Where the vehicle(s) were towed;

.06 Digital pictures of the damage to the vehicles, if possible;

Section 37-15 Delivery of Documents

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

ARTICLE 38

INJURY COMPENSATION

Section 38-1 Authority

The Federal Employees' Compensation Act, (FECA) governs the authority for compensation benefits for an officer suffering a traumatic injury in the performance of his/her official duties. The program is administered by the Office of Workers' Compensation Program (OWCP), U.S. Department of Labor.

Section 38-2 Procedures for Reporting/Submitting a claim

When injured, the Agency and the employee will file a claim for benefits under the Federal Employee's Compensation Act and follow the procedures for filing such a claim.

Section 38-3 Union Representative

The Union may designate one (1) representative to work together with the Agency in assisting officers with claims or claim related problems.

Section 38-4 Obligations of the Officer and the Agency

An officer or someone acting on the officer's behalf, who submits a Federal Employee's Notice of Traumatic Injury and Claim for Continuation of Pay/Compensation, Department of Labor Form CA-1 (Rev. Jan 1997) will do so as soon as possible, but no later than thirty (30) days after the injury.

The employee is responsible for submitting medical evidence of disability to the CPAC within ten (10) working days of the work-related injury or risk termination of COP (Continuation of Pay).

ARTICLE 39

TEMPORARILY DISABLED EMPLOYEES

Section 39-1 Request for Limited/Light Duty

An officer recuperating from an illness or injury, who is temporarily medically or physically unable to perform the duties of his or her position, may request to be assigned other duties to the extent such duties are available.

Section 39-2 Promotional Opportunities

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

Section 39-3 Entitlements Not Changed

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

Section 39-4 Officer Returning to Duty

An officer returning to duty, after an injury or prolonged illness, will be required to secure medical clearance through the Agency's Occupational Health Clinic. After more than six month's absence, an officer may be required to attend in house training.

ARTICLE 40

ACQUIRED IMMUNE DEFICIENCY SYNDROME

Section 40-1 General

Employees infected by the Human Immunodeficiency Virus (HIV or with Acquired Immune Deficiency Syndrome (AIDS) will be allowed to work free from discrimination on the basis of their medical condition.

Under the provisions of 29 C.F.R. § 1613.701 through 29 C.F.R. § 1613.707 qualified handicapped bargaining unit employees will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended.

Section 40-2 Employee's Responsibility

It is the employee's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Agency to reasonably accommodate the employee.

Section 40-3 Confidentiality

The Parties agree that medical documentation and other personal information related to the medical condition of bargaining unit employees with AIDS or HIV positive should be treated in a way to protect confidentiality and privacy.

Section 40-04 Request for Other Duties

Bargaining unit employees with AIDS or HIV positive who are temporarily medically or physically unable to perform active police duties may request other police related duties.

ARTICLE 41

OUTSIDE EMPLOYMENT

Section 41-1 General

Bargaining unit members must not engage in outside employment that:

.01 Interferes with their ability to perform their government duties;

.02 Appears to create conflicts interest involving the Army or the United States Government;

.03 May reasonably be expected to bring discredit or criticism against the employee or the Agency.

Further, if employees request to work for a municipality as a police officer or special police officer, that employee must provide proof that they have informed their potential employer that Federal court appearances and other mission essential requirements will take precedence over state or local municipal court appearances. In addition, the employee must agree to inform the Agency when he or she is required to appear in court as a result of his or her outside employment and will not be granted court leave for time spent in court in connection with any duties as a municipal police officer or special police officer. The parties recognize that bargaining unit employees are not Federal police officers in an off-duty capacity off a designated Federal installation.

Section 41-2 Decline in Work Performance

There are no official restrictions as to the number of hours an employee may work in outside employment so long as the hours do not adversely impact on the Agency. Where an employee's work performance is suffering or has declined because of engagement in outside employment activities, the Agency may take appropriate action under the performance management guidelines.

Section 41-3 Duties Performed

Bargaining unit employees must request permission, in writing, to work outside their Federal employment. In the request, employees must describe the job duties of their intended employment, provide the name and address of their intended employer, provide intended hours of work and will request that the prospective employer provide information as to whether it transacts or is proposing to transact business in the future with the Department of Defense or its Departments. The lack of the above-requested information will be taken into account in

making a determination as to whether a conflict of interest may exist and whether permission to work outside the Federal employment would be granted. The Employee shall not engage in outside employment prior to receipt of written approval from the Director of Emergency Services (DES), or designee.

ARTICLE 42

CONTRACTING OUT

Section 42-1 Procedures

The Agency will inform the Union President after Congress is notified or the Department of the Army discloses its intent to perform a commercial activities study or it exercises its discretion to out-source functions currently performed by Government employees that could be reasonably expected to impact adversely upon conditions of employment of bargaining unit employees.

Section 42-2 Information to the Union

When the Agency has decided to perform a commercial activities study or outsource such work, the Agency will comply with the provisions of 5 U.S.C. § 7114(b) (4) in the release of any Information and to the extent release of such information is not prohibited by statute or regulation.

Section 42-3 Commercial Activities Study

The Union will be provided access to the completed commercial activities study in accordance with OMB Circular A-76, Army Regulation 5-20 and Army Pamphlet 5-20.

Section 42-4 Negotiations

When a determination has been made that the commercial activities study or outsourcing decision is expected to have an adverse impact, the Union may request Impact and Implementation negotiations thereon in accordance with this Agreement.

Section 42-5 Limitations

Instructions or directions of a supervisory nature regarding law enforcement functions in nonemergency situations, from contractor personnel to bargaining unit employees, will be coordinated with appropriate supervisor when possible.

ARTICLE 43

REDUCTION IN FORCE (RIF)

Section 43-1 Defined

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

Section 43-2 RIF's Minimized

The Agency may avoid or minimize a RIF by taking such actions as restricting recruitment and promotions, furloughs and/or by reassignment of qualified surplus employees to vacant positions or any combination thereof within the bargaining unit.

Section 43-3 Union Notification

Prior to official notification to employees, the Union will be informed at the earliest approximate date of the action. The Union will be invited to attend any meeting conducted with bargaining unit employees by the Agency to explain the RIF procedure and answer questions.

Section 43-4 List to the Union

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

Section 43-5 Rules and Regulations

The Agency will comply with Government-wide and Agency rules and regulations when conducting RIF. This article does not constitute a waiver of the Union's right to negotiate any other procedure applicable to reduction in force not covered specifically herein or in laws or in government wide regulations.

ARTICLE 44

POLICE UNIFORMS AND PERSONAL EQUIPMENT

The Agency and the Union agree that police uniforms and personal equipment will be purchased and issued in accordance with government-wide and agency regulations.

ARTICLE 45

POLICE EQUIPMENT/VEHICLES/OUTPOSTS

The Employer agrees that all police equipment, vehicles and outposts will be of similar quality to outside agencies to the extent that it is in compliance with Army Regulations.

The Employer agrees to discuss equipment changes and/or purchases with the Union within the Labor/Management Committee, when practicable.

Outposts will be equipped at a minimum with fresh bottled water, air conditioning, heat, a two-way radio, computer with InfoCop installed, shack will be bullet and blast resistant, will have a latrine available and be equipped with cover to protect the officer from the elements.

ARTICLE 46

FIREARMS TRAINING

Section 46-1 Policy

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

Section 46-2 Use of Range and Other Areas for Weapons Proficiency

The Employer will attempt to make time available at a certified range under the supervision of the Employer's firearms instructors so that employees can develop and maintain proficiency with Employer-issued weapons. The Employer will provide shooting glasses, supply range ammunition and firearms instructors.

Section 46-3 Mandatory Qualification

Mandatory qualification with the duty firearm will occur at a minimum of two (2) times a year for semi-automatic weapons.

Section 46-4 Failure to Qualify

An employee who fails to qualify will not be issued a weapon until he passes the qualification test.

ARTICLE 47

USE OF FORCE

Section 47-1 Policy

The Parties agree that anytime an employee uses force to affect an arrest or to protect his life or the life of others, the employee may be subject to criminal and/or administrative investigation. AR 190-14 will also apply. As a result, the parties agree that when the use of force results in serious injury or death:

.01 The scene will be secured;

.02 If requested, the Employer will have the officer removed from the scene upon arrival of additional employees and supervisors;

.03 The Employer agrees to allow the employee the opportunity to speak with a Union representative or attorney prior to giving the Employer any formal statement or submitting to an interview;

.04 If requested, the employee will be afforded the opportunity to speak with a mental health professional as soon as possible and before giving any formal statement.

Section 47-2 Rights under Law

Where the employee is a criminal suspect or it is reasonably believed that the employee may be charged with a crime, he shall be afforded all rights under law.

Section 47-3 No Waiver of Rights

No bargaining unit employee will be ordered to waive any right guaranteed by law, including the right not to incriminate himself.

Section 47-4 Outside Law Enforcement Investigation

This provision is not intended to interfere with an authorized law enforcement agency from conducting an investigation related to an officer's use of force.

ARTICLE 48

PROCEDURES FOR SUBSTANCE ABUSE TESTING

Section 48-1 Alcohol Use

Reporting for duty under the influence of alcohol, consuming an alcoholic beverage on the job, or unauthorized possession of alcoholic beverages, will be proper cause for administrative action, up to and including termination from employment. Reasonable suspicion of the use of alcohol while on duty, or the appearance of reporting to duty intoxicated will result in a request for a test.

Section 48-2 Security, Privacy and Dignity

The collection site will be secure to prevent unauthorized access to specimens, collection supplies, and collection site records. The privacy and dignity of the employee will be respected in accordance with agency and Department of Health and Human Services (DHHS) guidelines and regulations.

The individual subject to be tested will be permitted to provide a urine specimen privately in a restroom or similar enclosure so that the employee is not visually observed while providing a sample.

The collector will have identification with his/her name and his/her employer's name. The collector is required to provide his or her identification (or collection company identification) if requested by the donor. There is no requirement for the collector to have a photo ID or to provide his or her driver's license with an address. Also, the collector is not required to provide any certification or other documentation to the donor proving the collector's training in the collection process. Collection procedures will be conducted IAW Chain of Custody Collection procedures as outlined in DHHS Civilian Collection Procedures.

Section 48-3 Union Representation

An employee who wishes to have a Union representative present during the urine specimen collection will be permitted to do so provided a representative is readily available and the collection is not unreasonably delayed. The employee will notify the supervisor of the employee's wish to obtain representation as soon as the employee learns that he/she is to be tested. The representative will be permitted to observe the actions of the collector, but will not interrupt or interfere with the collection process in any manner. The employee will be allowed to confer for a reasonable period of time not to exceed ten (10) minutes prior to and ten (10) minutes immediately after the sample collection process has been completed.

Section 48-4 Employee Unavailability

Employee Testing - DA civilian employees in TDPs are subject to random testing. Random drug testing is a system of drug testing imposed without individualized suspicion that a particular individual is using illegal drugs. Employees will report to the testing facility in accordance with their supervisor's instruction after being notified.

A deferral of an employee's random test will be authorized when an employee's first line and higher supervisor concur to the ASAP Manager, in writing, that a compelling need necessitates a deferral when the employee is: In a leave status; on official travel or about to embark on official travel; working a different shift or performing a task that requires the employee's presence at the work site during the time the test is scheduled.

Police Officers reporting for urinalysis will report to the collection site without their weapons belt and secure their weapons in the trunk of their assigned vehicle.

Section 48-5 Tampering With Sample

Should the collector reasonably believe an employee has tampered, adulterated or substituted his/her sample, the employee will be allowed to have a Union representative present if requested, if it does not result in an unreasonable delay, and if one is not already present at the collection site. The collector will advise the employee and his representative, if present, of his reasons for suspecting tampering. The collector may then request another sample in accordance with DHHS rules and regulations. Tampering with a sample will be cause for

administrative action, up to and including termination from Federal service.

Section 48-6 Post-Accident Testing

Post-accident testing will be conducted on employees whose work performance at or about the time of an accident may have been a contributing factor to the accident, as provided for in department directives. In general, testing will be conducted as follows:

.01 A fatality;

.02 A serious injury requiring immediate hospitalization;
or

.03 Substantial damage to government property or private property estimated to be in excess of \$10,000.00.

Employees may be excluded from testing only when specific and objective information collected in the course of review of the known facts surrounding an accident shows that the employee's work performance at or about the time of the accident could not have been a contributing factor.

Section 48-7 Reasonable Suspicion Testing

When a reasonable suspicion exists that an employee is using illegal drugs, either on or off duty, the Employer may require that an employee submit to drug testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Examples of situations which reasonable suspicion may be based on include, but are not limited to:

.01 Observable phenomena, such as direct observation of drug use and/or the physical symptoms of being under the influence of a drug;

.02 A pattern of abnormal conduct or erratic behavior;

.03 Arrest or conviction for drug-related offense;

.04 The identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking of a controlled substance;

.05 Information provided either by reliable and credible sources or independently corroborated; or

.06 Newly discovered evidence that the employee has tampered with a previous drug test.

Section 48-8 Written Reasons

At the time an employee is ordered to submit to drug testing based on reasonable suspicion of illegal drug use, he/she will be given a written statement setting out the precise and detailed statement describing all relevant circumstances which formed the basis for the decision to conduct reasonable suspicion testing. Upon the employee's request, a copy of the written statement will be provided to the Union representative. In the event that a reasonable suspicion test produces a negative result any references to reasonable suspicion testing including, but not limited to the written statements, will be expunged from any employee work file. It is not the intent of this section to prevent the agency from maintaining an investigative file.

This will not preclude the Agency from seeking further explanation for the employee's pattern of abnormal or erratic behavior prior to expunging the file in accordance with 5 CFR part 339.

Section 48-9 Proper Storage

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

Section 48-10 Positive Test Results

Employees will first be notified by a Medical Review Officer (MRO) of positive drug test results. The MRO will allow the employee to provide medical documentation for a valid prescription explaining the positive urinalysis result. Employee's not able to provide a valid prescription and/or explanation will normally be notified of a positive test result within five (5) working days of receipt of the results by the Agency/Employer. Failure to comply with this time frame will not invalidate test results.

Section 48-11 Fair and Equitable Treatment

The Employer will administer the drug testing program in a fair and equitable manner. Employees will not be selected for testing for reasons unrelated to the purpose of the program.

Section 48-12 Notification of Results

Notification of test results will be handled in a confidential manner. Negative test results are not reported, unless the individual requests their own results.

Section 48-13 Quality Control

The Employer will provide the Union a copy of the annual report of the results of the testing of quality control specimens provided to the testing laboratory by the department upon request. In addition, one (1) Union representative will be permitted to accompany officials of the Employer on an inspection of the testing laboratory once a year, if the Employer conducts such an inspection.

Section 48-14 No Sample Provided

Pursuant to Army Regulation 600-85 and HHS Urine Specimen Handbook (Chapter 7. Section E, "Shy Bladder"), any employee unable to provide a sufficient sample will be given a reasonable amount of fluid to drink distributed reasonably through a period of up to three 3 hours, or until the donor has provided a sufficient amount of urine, whichever occurs first.

The employee will remain under the direct observation of the collector to prevent the donor from possibly compromising the collection process.

If the employee refuses to attempt to provide a specimen or leaves the collection site before the collection process is completed, the collector will discontinue the collection, record a "refusal to test" on the "remarks" line of the Federal CCF, and immediately notify the Agency's designated representative of the situation.

An employee declining to drink fluids will not be considered a refusal to test.

If the donor is unable to provide a sufficient volume of specimen in three hours from the time the donor first demonstrated that he or she was unable to provide a sufficient volume of specimen, discontinue the collection and:

1. Notify the agency's designated representative of a potential "shy bladder" situation,
2. Write "Shy Bladder" on the "Remarks" line of the Federal CCF,
3. Attach a copy of the record documenting the attempts to collect a specimen, and
4. Distribute the copies of the Federal CCF as required.
5. Give Copy 5 to the donor,
6. Discard Copy 1 (no valid specimen was collected), and
7. Send Copy 2 to the MRO and Copy 4 to the agency designated representative within twenty-four (24) hours or the next business day.

Whenever possible, testing will occur no later than 3 hours before the employee's shift is to end. Any employee held over may be entitled to overtime and other applicable premium pay depending on the situation.

Section 48-15 Second Test

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

Section 48-16 Voluntary Testing

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

Section 48-17 Grievance

An employee may grieve a positive test result if and when the agency takes formal action against the employee resulting from a positive drug test results.

Section 48-18 Additional Testing Substances

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

Section 48-19 Employee Disclosure (DOD DIRECTIVE NUMBER 1010.9)

The Employer, in accordance with agency regulations, will not initiate disciplinary action against an employee for drug use if:

.01 The employee voluntarily identifies him/herself as a user of illegal drugs prior to being identified through other means; and

.02 Obtains counseling or rehabilitation through an employee assistance program or other approved program; and

.03 Thereafter refrains from using illegal drugs.

The EAPC can request that an employee be exempted from random drug testing for a period not to exceed 60- days while undergoing treatment. The EAPC will consult with the supervisor, servicing CPAC, and clinician and also document this consultation and the decision to defer testing while in rehabilitation. Supervisor has final authority to grant 60-day deferral.

Section 48-20 Subsequent Legislation

In the event any legislation is enacted which affects any provision of this Agreement, the Parties, at the request of the Union will open that provision for renegotiation.

ARTICLE 49

LAW ENFORCEMENT OFFICERS' RIGHTS UNDER INVESTIGATION

Section 49-1 Applicability

This article applies only when a report against an officer is filed.

Section 49-2 Administrative/Criminal Investigation

In an administrative/criminal investigation where an officer is under suspicion of conduct that might reasonably result in disciplinary action or where the officer is under suspicion of criminal activity or charged with a crime, the officer will have the following rights and privileges:

When an allegation is leveled against an employee or when the Agency or its agents commences an investigation, the chief of police or his designee may take one of the following actions or

a combination of the following alternatives in accordance with 5 CFR § 752.404:

.01 Continue the employee on duty in the employee's regular assignment; or

.02 Place the employee in a paid, non-duty status for such time as is necessary to effect an indefinite suspension. The notice period may be curtailed under the provisions of 5 CFR 752.404 (d) (1), the "crime provision;" or

.03 Continue the Employee on duty in another assignment consistent with the nature of the allegation; or

.04 Allow the employee to take leave or carrying him or her in an appropriate leave status if the employee has absented himself or herself from the worksite without requesting leave.

In the event that the Agency places an employee on indefinite suspension, the employee will be afforded an opportunity to reply to the appropriate official consistent with governing regulations.

Section 49-3 Administrative Investigation

An administrative investigation will be conducted under the following conditions:

.01 The employee will be told that the interview is an administrative matter. If the employee requests Union representation at the meeting, that representation must be provided within forty-eight (48) hours. The investigation will continue without employee representation if representation cannot be arranged within that time.

.02 If the employee initially refuses to answer questions regarding the event, the employee will then be told that he/she does not have the right to refuse to answer questions during this investigation and that the failure to answer the questions asked could result in removal. Answers given under these circumstances will not be used against an employee in a subsequent criminal proceeding. This is not blanket immunity for any admissions which are unrelated to the matter under investigation.

Section 49-4 Hours of Investigation

When possible, the investigation will be conducted at a reasonable hour, preferably 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.

Section 49-5 Name of the Complainant

The police officer under investigation, to the extent possible, will be informed of the name of all complainants. The officer will be provided with a copy of the complaint at the time of interview. If there is a declination of prosecution letter, the employee will be provided with a copy of the letter before questioning.

Section 49-6 Union Representative Non-Disclosures

A Union representative while performing his/her representational duties will not be required to disclose information obtained from 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 or is otherwise required by law.

Section 49-7 Unrelated Arrests

For those instances when the employee has been arrested for an offense unrelated to the performance of his duties for an incident which occurred outside of his/her normal duty hours, the Agency will not attempt to solicit any statement from the employee pending the resolution of criminal charges. However, the Agency may implement any of the procedures referred to in Section 49-2 of this article.

Section 49-8 Timeliness of Administrative Investigations

Any administrative investigation of the employee will be completed diligently and in a timely manner, given the facts of each case. It is acknowledged that administrative investigations will generally take place following resolution of any criminal investigation. The staleness of the charge may be raised in any grievance or administrative appeal.

Section 49-9 Criminal Investigation

When a criminal investigation is started for crimes governed by the Memorandum of Understanding between the Department of Justice and the Department of Defense relating to the

Investigation and Prosecution of Certain Crimes (DOD Directive 5525.7), the procedures and regulations of the Agency investigating the crime shall govern in the case of conflict with this agreement.

During any criminal investigation, an officer shall be afforded all rights under the law, including rights to avoid self-incrimination. No bargaining unit employee will be ordered to waive any right guaranteed by law.

ARTICLE 50

DISCIPLINARY AND ADVERSE ACTIONS

Section 50-1 Coverage

This Article covers actions involving letters of warning, oral and written admonishments, written reprimands, disciplinary reassignments, suspensions, forfeiture of time for disciplinary reasons removals, reductions-in-grade/rank or pay, or furloughs of thirty (30) days or less. Actions as a result of RIF, furloughs, the removal of probationary employees and 5 CFR Part 432, Performance Based actions are not covered by the conditions of this article.

Section 50-2 Definitions

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

Section 50-3 Just Cause/Efficiency of the Service

Disciplinary/adverse actions may not be taken against an employee except for such cause as will promote the efficiency of the service. The Agency will not take a personnel, disciplinary or adverse action against an employee who exercises his/her rights under 5 USC§ 2302. This section does not prohibit the agency from taking action against an employee who violates the provisions of 5 USC§ 2302. Disciplinary/adverse actions must be determined on the merits of each individual case.

Section 50-4 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. An employee's plea of "not guilty" will not be grounds for an Agency charge of untruthfulness. This provision does not relieve an employee of his/her obligation of truthfulness during the course of an investigation.

Section 50-5 Harmful Error

Harmful error is defined as error by the agency in the application of its procedures that is likely to have caused the agency to reach a conclusion different from the one it would have reached in the absence or cure of the error. The burden is upon the appellant to show that the error was harmful (i.e., that it caused substantial harm or prejudice to his or her rights). Management's action may not be sustained if a harmful error is shown in accordance with 5 CFR § 1201.56 (c) (3). This section is only applicable to adverse actions appealable to the Merit Systems Protection Board (MSPB).

Section 50-6 Appeal

An employee against whom an adverse action is taken may appeal that action as authorized by statute or in accordance with the grievance procedure under this Agreement, but not both.

Section 50-7 Right to Review Evidence

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

Section 50-8 Official Time

The employee and his/her representative will be granted a reasonable amount of official time in cases involving removal, reduction-in-grade or pay, furloughs of thirty (30) days or less, or suspensions of more than fourteen (14) days.

Section 50-9 Table of Penalties/Progressive Discipline

As appropriate, the Agency's table of penalties and the theory of progressive discipline may be considered 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 may be given to the length of time that has elapsed from the date of any previous offense.

ARTICLE 51

LAST CHANCE AGREEMENTS

Section 51-1 Opportunity to Sign Agreement

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

Section 51-2 Alleged Conduct

Last Chance Agreements will only pertain to alleged conduct contained in the Notice of Proposed Removal.

Section 51-3 Union Presence

Prior to offering an employee a Last Chance Agreement, the Union President or designee will be allowed the opportunity to be present at the last chance meeting.

Section 51-4 Modification of Agreement

Last Chance Agreements will not in any way modify or otherwise change this agreement.

Section 51-5 Validity of Agreement

Last Chance Agreements will not be valid unless the employee is given the opportunity to consult and/or discuss the matter with the Union President or designee.

Section 51-6 Challenges to the Agreement

Challenges to the Last Chance Agreement may be made only to adjudicate whether the employee violated the terms of the agreement.

ARTICLE 52

GRIEVANCE PROCEDURE

Section 52-1 Definition

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

Section 52-2 Attempt to Resolve Disputes

The Agency 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 Agency recognizes that employees, groups of employees, the Union or the Agency are entitled to file and seek resolution of grievances under the provisions of the negotiated grievance procedure. The Agency 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 52-3 Exclusions

This procedure will not apply to any issue concerning:

.01 Actions taken against an officer for prohibited political activities;

.02 Retirement, life and health insurance matters;

.03 Any suspension or removal for national security reasons;

.04 Any examination, certification or appointment referred to in Title 5 USC§ 7121(c) (4);

.05 The classification of any position which does not result in a reduction in grade or pay;

.06 The termination from the federal service of a probationary/trial employee, or of a temporary employee before his expiration date of the appointment;

.07 Proposed disciplinary/adverse or proposed performance based actions;

.08 Personnel actions voluntarily requested by the employee.

Section 52-4 Exclusivity of Remedies

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

Section 52-5 Right to Union Assistance/Representation

An employee is entitled to be assisted by the Union in the presentation of grievances. Any employee covered by this procedure may present a grievance without the assistance of the Union, as long as the Union has been given the opportunity to be present during any settlement discussions. No other individual(s) may serve as the employee's representative in the processing of a grievance under this procedure, unless approved by the Union. The right of individual presentation does not include the right to invoke arbitration, which is reserved to the Union. If an employee wishes to be represented by a non-bargaining unit employee, such representation may be disallowed if:

.01 There is a conflict of interest;

.02 The Employer determines that an employee's release from his official position would give rise to unreasonable cost or whose work assignments preclude his release;

.03 The Union does not approve the designation.

When a bargaining unit employee is represented by the Union, all written correspondence from the Agency related to the grievance will be addressed to the designated union representative. If an employee presents a grievance without Union representation; the Union will be addressed to the designated union representative.

If an employee presents a grievance without union representative, the union will be given the opportunity to be present at all meetings concerning the grievance. The union will be given reasonable notice of such meeting.

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

Section 52-6 Number of Representatives

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

Step 1: One representative

Step 2: A number of representatives equal to the number of Agency Representatives

Section 52-7 Official Time

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

Section 52-8 Disciplinary/Adverse Action

In a disciplinary action 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 directly at Step 2 of this procedure with the deciding official or designee within fifteen (15) days of the final decision.

Section 52-9 Initiation of Grievance

A grievance must be initiated by the Union, the Agency or the employee within fifteen (15) calendar days of the incident or knowledge of the incident which gave rise to the grievance. Any

grievance failing to comply with this time limit will not be presented or considered at a later time except by mutual consent of the parties.

Section 52-10 Minimum Information

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

- .01 The issue or occurrence giving rise to the grievance;
- .02 the provision(s) of this Agreement, law, rule or regulation alleged to have been violated;
- .03 relevant evidence and information;
- .04 the relief requested; and
- .05 whether a meeting is requested.
- .06 the name of the grievant(s) and date of the occurrence giving rise to the grievance.

Section 52-11 Steps

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 ten (10) 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 Director, Emergency Services, or designee within ten (10) calendar days of the receipt of the answer at Step 1. The DES or designee will make an inquiry into the facts and provide a written decision within ten (10) calendar days of the receipt of the grievance.

Requests for extension of time will not be unreasonably denied.

Section 52-12 Invoking Arbitration

If the Agency's decision at Step 2 is unsatisfactory, the Union may invoke arbitration in accordance with this agreement.

Section 52-13 Grievance Not Advanced

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

Section 52-14 Union Institutional Grievances

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

Section 52-15 Agency Grievances

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

Section 52-16 Computation and Application of Time Limits

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

Section 52-17 Service of Grievance & Decisions

Grievances or decisions must be served directly to the appropriate individual. As to any grievance filed by a bargaining unit employee, service of a decision by the Agency's

deciding official on the employee's designated union representative will constitute service on the union.

Section 52-18 Prohibited Personnel Practices/Whistleblower Protection

The provisions of this grievance procedure providing for binding arbitration in accordance with this paragraph shall, if or to the extent that an alleged prohibited personnel practice is involved, allow the arbitrator to order

.01 a stay of any personnel action in a manner similar to the manner described in 5 USC §1221(c) with respect to the Merit Systems Protection Board; and

.02 any other remedies available under the law.

ARTICLE 53

ARBITRATION PROCEDURE

Section 53-1 Arbitration

Within twenty (20) days following receipt of a decision at step 2, the party who initiated the grievance will notify the other party if it intends to submit the matter to arbitration. Within seven (7) 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 select 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 53-2 Scheduling/Official Time/Witnesses

The grievance will be heard by the arbitrator as promptly as practicable on a date and site mutually agreeable to the parties. The grievant will be given a reasonable amount of

official time to present the grievance. All requests to schedule such time will be made by an officer directly to his/her Watch Commander. Agency employees who are called as witnesses will also be on official time. The Agency agrees to adjust the schedules of witnesses, unless operational requirements prevent, to allow them to appear at the arbitration. Each party will bear the expense of its own witnesses who are not employed by the Agency or who are not located at the duty location where the grievance arose.

Section 53-3 Hearing Process

As soon as possible after the selection of the arbitrator, but no later than ten (10) days before a scheduled hearing, the parties will meet in an attempt to stipulate facts and issues in the case for joint submission to the arbitrator. The 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. Questions of grievability or arbitrability will be submitted to the arbitrator for decision prior to any hearing. 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 53-4 Hearing Procedures

The arbitrator will have the following authority:

.01 administer oaths and affirmations;

.02 make determinations as to the calling, examining and cross-examining of witnesses and introduction into the record of documentary or other evidence;

.03 rule upon offers of proof and receive relevant evidence and stipulation of facts with respect to any issue;

.04 limit lines of questioning or testimony which are immaterial irrelevant, unduly repetitious or customarily privileged;

.05 regulate the course of the hearing, including ruling on motions when appropriate;

.06 draw any appropriate/adverse inference if a party fails to present facts or witnesses that the arbitrator deems necessary.

.07 hold conferences for the simplification of the issues by consent of the parties;

.08 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;

.09 continue the hearing from day to day, or adjourn it to a later date with appropriate notice;

.10 take official notice of any material fact not appearing in evidence in the record which is among the traditional matters of judicial notice;

.11 sequester or exclude witnesses where appropriate;

.12 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 53-5 Rights of the Parties

The Parties will have the right to:

.01 Appear in person or by representative;

.02 Examine and cross examine witnesses;

.03 Introduce into the record relevant evidence;

.04 A reasonable period prior to the close of the hearing for oral argument. Presentation of a closing argument does not preclude a party from filing a post hearing brief;

.05 File a post-hearing brief with the arbitrator, no reply brief may be filed unless requested or approved by the arbitrator

.06 Have copies of all documents filed with the arbitrator at any stage of the proceeding simultaneously served on the other party; and

.07 To appear at the hearing on official time.

Section 53-6 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 8. If post hearing briefs are to be filed and the Union's advocate is an employee of the Agency, up to twenty-four (24) hours of official time will be granted to prepare the post hearing brief. The request to schedule such time will be made by an officer directly to his/her Shift Commander.

Section 53-7 Expenses/Costs

The arbitrator's fees and expenses will be borne 70% by the losing party to the arbitration and 30% by the winning party. 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 shall inform each other if they request a transcript of the arbitration. If both parties purchase a copy of the transcript, 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 by the party invoking arbitration unless specifically addressed in a settlement agreement.

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 3-8 Exceptions to an Arbitrators Award

The parties retain their rights under 5 USC§ 7122 and §7123 and §7702. Any exceptions to an award must be filed in accordance with the rules and regulations of the Federal Labor Relations Authority (FLRA). The filing of an exception with the FLRA will serve to stay any implementation of the award until the Authority renders a final decision on the matter.

Section 53-9 Expedited Arbitration

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 53-10 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 USC§ 7114(b) (4) and where disclosure is not prohibited by law. Should the Union make a written request for information it believes is necessary in connection with a pending arbitration the Agency will respond to such a request within ten (10) days either providing the requested information, setting forth a schedule for the production of the requested information, or explaining why such information does not fall within the purview of Section 7114(b) (4) of the Statute. The schedule for production will include the name of the document and the specific date when the document will be produced.

In connection with a question of relevance or necessity the parties will meet in an attempt to resolve the matter. Having met, should the parties still not be able to reach agreement on the production of requested information they will make a joint request of the Federal Labor Relations Authority for an expedited decision on the information request.

Section 53-11 Attorney Fees

Attorney's fees may be recovered in connection with grievance arbitration under the Back Pay Act 5 U.S.C. § 5596.

ARTICLE 54 NO STRIKE - NO LOCKOUT

Section 54-1 Legal Prohibitions

The Union recognizes the legal prohibition in 5 USC §7116(b) (7) (A), 18 USC §1918(3) and 5 USC §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 Agency in a labor-management dispute and will not condone any such activity by failing to take action to prevent or stop such activity. For purposes of the Agreement, the term "strike" is defined as any concerted stoppage of work by employees (including a stoppage by reason of the expiration of a collective bargaining agreement) and any concerted slowdown or other concerted interruption of operations by employees.

Section 54-2 No Lockout

The Employer agrees not to lock out any employee.

ARTICLE 55

PRIVACY OF MEDICAL RECORDS

Section 55-1 Privacy and Security of Medical Records

When the Agency requires that the employee produce medical documentation from a medical provider concerning any medical condition which the employee seeks a reasonable accommodation or when the employee seeks a transitional duty assignment, medical certification from the employee's physician will be submitted to the supervisor and/or the Agency's Occupational Health Specialist. If further clarification is required, the employee may obtain that information from his/her treating physician or furnish the name, address, and telephone number of his/her physician to either the Agency's Occupational Health Specialist or his/her supervisor. The supervisor may obtain guidance from the Occupational Health Specialist in making work assignments.

Section 55-2 No Disclosure

No employee will be required to submit his/her medical records to any police manager or supervisor unless required by section

55-1 or an applicable government-wide regulation or law. This requirement may be waived by the employee in writing.

ARTICLE 56

PERFORMANCE AWARDS

Section 56-1 Policy

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

.01 A suggestion, invention, superior accomplishment, productivity gain or other personal effort that contributes to the efficiency, economy or other improvement of government operations or achieves a significant reduction in paperwork;

.02 A special act or service in the public interest in connection with or related to official employment;

.03 Performance as reflected in the employee's most recent rating of record.

Section 56-2 Comparison of Job Performance

The Agency 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 56-3 Lump Sum

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

Section 56-4 Time-Off Awards

Time-off awards (TOA) will be in accordance with AR 672-20, Incentive Awards and government-wide regulations. A TOA will not replace existing cash or honorary awards. It should be used principally to recognize contributions that are of a one-time, nonrecurring nature. Employees may be granted up to 80 hours of time off during a leave year without charge to leave

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

Section 56-5 Cash Award and Quality Step Increases

Performance Awards will be distributed in a fair and equitable manner. The Agency agrees to partner with the Union to ensure equity in the distribution process. Employees will be consulted on their preference on performance award recommendations, as long as they meet the criteria for a performance award.

.01 On-The-Spot-Awards for Individual Achievements:
Supervisors will determine the cash amount of the award based on regulatory guidance (AR 672-20).

.02 Supervisors will ensure award certificates are prepared and presented to those individuals receiving monetary awards.

Section 56-6 No Substitution

A TOA may not be used as a substitute for a performance-based award and does not convert to a cash payment under any circumstances.

ARTICLE 57

DURATION AND EFFECT

Section 57-1 Duration

This agreement will remain in effect for forty-eight (48) months from the date of signature by the Agency and the President of the Fraternal Order of Police, Picatinny Middle Forge Labor Committee, Inc.

Section 57-2 Renewal/Renegotiation

This agreement will be automatically renewed for an additional period of one year unless either party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given no sooner than 90 days prior to the expiration of the agreement. Negotiations to amend the agreement will commence at a time and date agreed to by the parties after receipt of the written request. If negotiations are not completed prior to the expiration date, this agreement will remain in full force and effect until a new agreement is reached. Within 15 days or a different time agreed to by the

parties after notification and upon request of either party, the parties will enter into and conduct negotiations of groundrules for the purpose of renegotiating a new or modified master collective bargaining agreement.

Section 57-3 Individual Agreements

During the term of this Agreement, there will be no individual Agreements, understandings or practices contrary to the specific terms of this Agreement, unless such Agreements, understandings or practices have been reduced to writing and signed by duly authorized representatives of the agency and the Union.

Section 57-4 Changes to the Agreement

Any article in this Agreement may be reopened only by mutual consent. If during the duration of this Agreement a law issued from a higher authority or a decision of a court of competent jurisdiction invalidates, or requires amendment to any part of this Agreement; the parties agree to meet within a reasonable time to negotiate the implementation of the mandated change.

ARTICLE 58

STANDARD OPERATING PROCEDURES

Section 58-1 General

Copies of new standard operating procedures will be given to each officer prior to the effective date. New standard operating procedures will be posted on the bulletin board for 30 days after the effective date.

Standard operating procedures will be provided to a union review committee 30 days prior to implementation. The union will have a 30 day period to review and comment on an SOP prior to implementation. Union questions or concerns should be brought to the Chief of Police or his delegated representative.

The Union Review Committee and the Chief of Police will review all SOPs annually making changes as required and posting changes.

The Standard Operating Procedures (SOP's) will provide each officer with information pertaining to all aspects of employment and will only be updated in writing.

Officers are responsible for reviewing all SOPS each year.

In witness whereof, the parties have executed this Agreement
This 19th day of July, 2016.

FOR U.S. Department of the Army
Installation Management
Command, United States
Army Garrison
Picatinny Arsenal, New Jersey

FOR Fraternal Order of Police
Lodge #100
Picatinny Middle Forge