



Negotiated Agreement

Between

The National Institutes of Health

And

The Fraternal Order of Police (FOP)

NIH Police Labor Committee



The effective date of this Agreement is :

[June 1, 2011]

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## **PREAMBLE**

WHEREAS, the public interest requires high standards of performance and continual development and implementation of modern and progressive work practices to facilitate improved performance and effectiveness; and

WHEREAS, the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to give input in the formulation and implementation of personnel policies and practices affecting the conditions of employment within the jurisdiction of the National Institutes of Health; and

WHEREAS, the provisions here mutually agree to lead to the maintenance of constructive and cooperative relationships between labor organizations and management officials,

NOW, THEREFORE, this contract is entered into for the benefit of the National Institutes of Health and the represented unit officers of the National Institutes of Health Police Fraternal Order of Police.

## **ARTICLE 1. PARTY AND PURPOSES OF THE CONTRACT**

### ***Section 1. Parties***

Pursuant to the policy set forth in the Civil Service Reform Act of 1978, and subject to all applicable statutes and regulations currently in effect and issued by the Office of Personnel Management, Department of the Health and Human Services, the following articles constitute a Contract by and between the National Institutes of Health, hereinafter referred to as the Agency, and the Fraternal Order of Police National Institutes of Health Police Labor Committee, hereinafter referred to as the Union.

### ***Section 2. Intent and Purpose***

In consideration of the mutual covenants herein set forth, the parties hereto intending to be bound hereby agree as follows:

In consideration of the intent and purpose of the parties hereto to promote and improve the efficient administration of the Federal Service and the well-being of employees within the meaning of the Civil Service Reform Act of 1978, to establish a basic understanding relative to the personnel policies, practices, procedures, and matters affecting conditions of employment within the jurisdiction of the National Institutes of Health, and to provide means for amicable discussion and adjustment of matters of mutual interest at the National Institutes of Health, do agree to the following provisions.

### ***Section 3. Recognition and Scope***

The National Institutes of Health recognizes that the Fraternal Order of Police - National Institutes of Health Police Labor Committee is the exclusive representative of all employees in the bargaining unit. In accordance with applicable Federal law, the Union recognizes the responsibility of representing the interests of all officers in the Bargaining Unit without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, practices, procedures, and matters affecting their general working conditions. This contract applies to all Bargaining Unit Members of the National Institutes of Health Division of Police (DP).

### ***Section 4. Unit Determination***

The Bargaining Unit includes all non-supervisory National Institutes of Health Police officers. Excluded from the Unit are the following: all employees engaged in Federal personnel work in other than a purely clerical capacity, professional employees, Management officials, and supervisors as defined in the statute.

### ***Section 5. Definitions***

The following definitions of terms used in this Contract shall apply:

- A. Confer: Oral or written discussion between Agency and Union representatives for the purpose of exchanging views or information concerning the formulation or adjustment of personnel policies and practices affecting the general working conditions of officers in the union.
- B. Impasse: The inability of the Agency and Union representatives to arrive at a mutually agreeable decision concerning negotiable matters through the bargaining process.
- C. Negotiation: Bargaining of Agency and Union representatives on appropriate issues relating to the terms of employment, working conditions, and personnel policies and practices with the view of arriving at a mutually acceptable agreement.
- D. Worksites: Consist of an officer(s) assigned or detailed to any location. Current worksites include the Bethesda Campus, the Stone Street facility, Fort Detrick, Rocky Mountain Lab Field Office (hereinafter referred to as "RML") and all future DP worksites designated by Management. Management agrees to allow the Union Chairman or his designee to visit a NIH Police worksite so that they may check on the safety and working conditions at each worksite. The destination and return trip must be within a distance to be accomplished in the same day by vehicle and requested and approved in advance by Management. If the worksite is outside of this distance and more than three union members are assigned to that location, management will agree to allow the use of Union Official Time, not to exceed 40 hours unless approved by Management, to visit that site. Management will not be responsible for any cost incurred from the visit.
- E. Deployment: Station one or more officers to a temporary duty station as designated by management due to national emergencies, natural disasters, or other events designated by management.
- F. Consultation: Exchanging ideas, concepts, and views between Management and the Union either verbally or in writing.
- G. Days: Days mean calendar days
- H. Probationary Employee: Upon initial appointment to a competitive position in the Federal Civilian service, employees are required to serve a one (1) year probationary period. For the purposes of this contract, probationary employees are exempt from coverage.
- I. Cadet: Is a GS-4 non-sworn Police Officer in training status and is exempt from bargaining unit coverage.
- J. Seniority: For the purposes of this contract, the following factors (in order) will determine each officers seniority standing;

1. Rank – When officers are of equal rank, seniority within that rank will be determined by their exclusive date of hire to the NIH DP. A permanent separation in service from the DP will reset their standing for seniority purposes.
2. Time in Unit (this factor only applies to officers assigned to a specialty unit; any temporary reassignment will not affect your standing)
3. Federal Service Computation Date on SF-50; or
4. Officer with the lowest assigned NIH DP Identification number.

The Union is responsible for maintaining a current seniority roster. The Agency will provide the necessary information to compile this roster. Once the Union has provided the roster, the Agency will post the roster on the “P” drive within 45 days.

K. Emergency: A sudden, urgent, usually unexpected occurrence or occasion requiring immediate action.

When the Chief, and/or his designee, determines an event to be an emergency, the Chief will make a reasonable effort to implement qualified staffing within 48 hours, in accordance with Article 9 Tour of Duty. If the situation is not stabilized within 48 hours or other circumstances prevent implementation of qualified staffing, the Chief will notify the Union Chairman of the circumstances or reasons it cannot be implemented at that time.

## **ARTICLE 2. PROVISIONS OF LAW AND REGULATIONS**

### ***Section 1. Conflicts with Law, etc.***

It is agreed and understood that in the administration of all matters covered by this contract and supplemental contracts, management officials, officers and the Union are governed by the applicable existing or future laws or regulations of the Federal government, including but not restricted to Executive Orders, rules and regulations issued by the Federal Labor Relations Authority, Department of Labor, Federal Mediation and Conciliation Service, Office of Personnel Management, Department of Health and Human Services, Federal Service Impasse Panel, and the National Institutes of Health.

### ***Section 2. Effect of Conflict With Law***

Any portion of this contract or supplemental contracts that presently or in the future conflicts with any law, government-wide regulations/mandates, and applicable court decisions will render null and void only the applicable sections of the contract and not the whole contract.

## **ARTICLE 3. RIGHTS AND OBLIGATIONS OF THE AGENCY**

### ***Section 1. Rights of Management***

Management shall have the right pursuant to law, rule, regulation, executive order and government-wide mandate to determine:

- A. Mission
- B. Budget
- C. Organization
- D. Numbers, types, and grades of employee positions assigned to any organizational subdivision, work project, or tour of duty.
- E. Internal security practices.
- F. Policy and functions of the National Institutes of Health.
- G. The technology, methods, and means of performing work.
- H. 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.
- I. To assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted.
- J. With respect to filling positions, to make selections for appointments from (a.) among properly ranked and certified candidates for promotion or (b.) any other appropriate source.
- K. To take whatever actions may be necessary to carry out the agency mission during emergencies.

## **ARTICLE 4. RIGHTS AND OBLIGATIONS OF OFFICERS AND THE UNION**

### ***Section 1. Equitable Contract Application***

A. An officer has the right to have both the Agency and the Union apply all provisions of this contract fairly and equitably to all officers without regard to race, creed, color, national origin, sex, age or as prescribed in existing regulations, marital status, physical handicap, lawful political affiliation(s), or membership or non-membership in a lawful Union.

B. The NIH will annually inform all Division of Police bargaining unit employees of their rights. See Appendix B.

C. In accordance with 5 USC 7102, each bargaining unit officer will have the right to join or assist the Union, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of such right. Except as otherwise provided under law, such right includes the right;

1. To act for the Union in the capacity of a representative and the right, in that capacity, to present the views of the Union to heads of agencies and other officials of the Executive Branch of the Government, the Congress, or other appropriate authorities; and

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

### ***Section 2. Union Rights in General***

A. The Union is the exclusive representative of the officers in the bargaining unit and is entitled to act for, and to negotiate collective bargaining agreements covering, all officers in the unit.

B. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to labor organization membership.

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

1. Any formal discussion between one or more representatives of the Agency and one or more bargaining unit officers concerning any grievance or any personnel policies or practices or other general conditions of employment; or

2. Any examination of an employee in the unit by a representative of the Agency in connection with an investigation if –

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. The employee requests representation.

## **Section 2. Formal Meetings & Discussions**

The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of the Agency and one or more members of the Unit or their representatives concerning any grievance, or any personnel policy or other general conditions of employment. Representatives of the Agency involved in such meetings shall notify the Union prior to the start of such meetings and as soon as practicable after the time, date, and place of such meeting is known. The Union representative shall be recognized to offer the Union's view, if any, on the matter being discussed at an appropriate time prior to the conclusion of the meeting.

## **Section 3. Formal Questioning**

Whenever a Unit member is subjected to formal systematic questioning by representatives of the Agency where a disciplinary or adverse action is contemplated or where the Officer reasonably believes that the examination may result in disciplinary action, the Officer being questioned shall, upon request, have the right to be represented by a Union representative.

## **Section 4. Agency Recognition of Officers**

A. The Agency agrees to recognize the Chairman, Vice-Chairman, Secretary, Treasurer, Trustee, Chief Shop Steward and Stewards (two per relief at Bethesda Campus and two at RML) duly authorized by the Union, subject to the conditions stated herein. Annually, the Union agrees to provide the Agency with a list of members they want recognized and will keep the list updated as necessary.

B. It is agreed that the Union Chairman is the principal spokesperson for the Union in carrying out conductive business with the Agency. At any time, the Chairman may designate another individual to operate in his or her place. It is also understood that the NIH Chief of Police is the principal spokesperson for the Agency. Similarly, the Chief may select a designee to speak on behalf of the Agency.

C. Union representatives shall conduct themselves in a professional manner consistent with the Federal Service Labor-Management Relations Statute.

D. It is agreed that the interests of both parties will be best served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives.

E. Representatives will conduct their Union representation function during working hours and shall not use their offices for unwarranted absences from their duty posts.

F. Stewards, when leaving their duty posts, shall first obtain permission from their immediate supervisor. The Union Official will obtain permission from the supervisor of any officer being contacted. Such permission will not unreasonably be withheld. They will report their return to work to their supervisors. Union Representatives will not be compensated for hours past their normal tour of duty unless requested or required by Management to be present.

G. Except in case of emergencies, or based upon the needs of the Service, the Agency agrees not to reassign or detail Stewards from one shift to another without notifying the officer at least 14 days in advance of such reassignment or detail. The officer can waive this provision if he/she feels it is in their best interest.

### ***Section 5. Official Time***

The use of official time shall:

A. Be limited to labor relation's matters directly pertaining to official representational duties.

B. Not be used for the conduct of internal Union affairs or other activities excluded by statutory prohibitions or applicable decisions by judicial or quasi-judicial entities; and,

C. Not be used for unwarranted absences.

D. In order to facilitate and expedite the resolution of relevant concerns between the Agency and the Union and thereby minimize labor relations problems having a detrimental effect on the Agency's operations, the Agency agrees to assign the Union Chairman to a scheduled tour of duty on the Second Relief (Dayshift, Monday through Friday); or a mutually agreed upon tour of duty for representational and Union responsibilities. Under normal circumstances the Chairman shall be allowed 16 hours a pay period to work on labor relations matters. The Chairman will give a minimum of 48 hours notice to schedule the use of these hours unless waived by management. These hours will not accumulate from one pay period to another unless with Management approval warrants an exception due to operational necessity. The Chairman may designate a substitute when he/she is on leave for more than four (4) days. The Chief may designate a suitable worksite/location to which this person will be assigned.

1. The Chairman may request additional official time for him/her and/or other Union representatives for labor relations matter and representational duties. Requests for such time shall be submitted using the official time form by the Union Chairman/representative and approved by the Agency.

### **Section 6. Reporting Official Time**

The Union shall submit to Labor Relations, on a monthly basis, all requests for Official Time forms for all Union Officers and Stewards. These are due on the last day of each month.

### **Section 7. Requests for Change in Duty for Union Meetings**

Union Officials or Bargaining Unit employee(s) may request a change in their scheduled tour of duty in order to participate in Union meetings. Such requests will be made in advance to the Shift Commander and may be approved subject to staffing levels and mission.

### **Section 8. Official Time for Conventions, Conferences and Training:**

The Union Chairman, Vice-Chairman, Secretary, Treasurer and Trustee can upon request and approval of the Chief of Police (COP) attend National FOP annual conferences and the BIENNIAL National FOP Conference on official union time. Unless there is an emergency, the BIENNIAL FOP Conference requests will be approved. In case of emergency deemed by the COP, then only those Union officials approved by him/her, if any can attend the above conferences and/or convention and the proper documentation will be provided. 16 hours of official Union time shall be permitted to each of the Union Stewards per year for the purposes of training upon request and approval of the COP or his designee. 40 hours of official Union time shall be permitted for the Chairman and 40 hours for the Vice-Chairman, Secretary, Treasurer, and Trustee for attendance at Union-sponsored training sessions upon request and approval of the Chief or his designee. Additional hours for training can be agreed to by the COP if necessary for Union Training.

### **Section 9. Distribution of Documents to Union**

The Union will upon request within 20 days receive a copy of all current Agency-issued rules, regulations, and DP directives relating to personnel policies, practices and working conditions that affect the Bargaining Unit.

The Agency shall provide a copy of all new rules and regulations that affect the Bargaining Unit to the Union when they are finalized.

### **Section 10. New Officer Notification**

The Union shall have the right to have representatives participate in orientation sessions held for new officers in order to review the contract. This session will not exceed 30 minutes unless authorized by Management. No more than two Union representatives shall be on official time during this session. All new officers within the Bargaining Unit shall be informed that the Union is the exclusive representative of the officers' unit.

## **Section 11. Use of Facilities**

### **A. Use of phones/copiers/faxes**

The Union may use the phones, faxes, computers, printers, scanners and copiers of the Agency for the purpose of conducting its obligations as the exclusive representative of the bargaining unit. Such use shall not unnecessarily impair or interfere with the Agency's mission.

### **B. Roll Call Room**

Subject to availability, the Agency agrees to make the roll call room or other appropriate facilities available to the Union for the purpose of *holding unit membership business meetings*. The Union agrees that the facility will be left in a clean and orderly condition.

### **C. Bulletin Board**

Space for a 4' X 6' bulletin board or other size based upon mutual agreement will be reserved for posting Union notices and literature in a conspicuous location within the Police Division at each NIH Police facility where more than two (2) Bargaining Unit Members are assigned. The Union will be responsible for purchasing the 4' X 6' bulletin board. Notices posted by labor organizations on NIH Police bulletin boards and literature distributed on the Agency's property shall identify the organization issuing or sponsoring it, or other source of material posted. The material must pertain specifically to the business of the Union or be related to officer's work and employment conditions. Such notices shall not reflect on, or attack the integrity or motives of individuals, other labor organizations, the employing agency, or other government agencies. The Union shall be responsible for the board's contents and cleanliness.

### **D. Solicitation**

Soliciting membership and collecting membership dues for a labor organization is permitted on the Agency's premises on condition that:

1. Soliciting will be conducted outside regular working hours of the officer and of the officer performing these activities.
2. There is to be no interference with other employee's performance of official duty during working hours.

### **E. Union Office**

The Agency shall continue to provide approximately 150 sq. feet of private office space for the exclusive use of the Union at the NIH enclave in Bethesda, Md. NIH will provide furniture, computer, printer, fax machine, etc.

## **Section 12. Prohibited Practices**

A. The Union recognizes the legal prohibition in 5 USC 7116(b) (7) (A) and (B), 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.

B. Consistent with this prohibition, the Union will not call or participate in a strike, work stoppage, or slowdown of the Department and will not condone any such activity by failing to take action to prevent or stop such activity.

C. For the purpose of this 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.

D. Upon notice by the Agency to the Union of the existence of a strike, work stoppage, slowdown, or picketing that interferes with the Department's operations, the Union will take action to prevent or stop such activity.

E. The Union may engage in informational picketing that does not interfere with agency operations. Such picketing shall be conducted in accordance with rules and regulations concerning gatherings on Federal property. Such picketing shall be conducted during the officers' non-duty hours and officers are not permitted to wear their Police uniforms or to use Police vehicles, equipment, or supplies during such picketing. The Union agrees to notify management of such action two weeks prior to the event if held on the NIH property and will comply with all rules and regulations governing special events at NIH.

F. The Department agrees that during the term of this Agreement it will not lock out members of the bargaining unit.

## **Section 13. Addressing In-Service Sessions and Roll Calls**

Supervisors will attempt to allow the Chairman or his designee to address in-service sessions and roll calls when in short duration, the message is not in violation of other parts of this contract, and the time does not adversely impact on the operation of the Division.

## **Section 14. Dues Withholding**

In conformance with applicable Civil Service regulations and policies of the Department of Health and Human Services and the National Institutes of Health, the Agency will withhold Union membership dues of officers who are members of the Union and who voluntarily make such allotment of their pay for this purpose.

Withholding shall include the regular periodic amounts required to maintain the officer as a member in good standing, but shall not include initiation fees.

A. Authorization form: Allotments for Union dues shall be authorized on an SF-1187, which shall be obtained by the Union for officers. Officers who wish to participate in the dues withholding program may authorize a pay allotment to cover Union dues by submitting a signed SF-1187 to the Chairman, who will certify that the officer is a member in good standing in the Union. He/she in turn will submit forms to the Branch of Employee and Labor Relations. Deductions will begin as expediently as possible from the receipt of the original form in the office of Employee Relations.

B. Revocation of Dues: Requests for Revocation of Dues Withholding will be accepted in accordance to the following requirements:

1. If the officer has participated in the dues withholding program for more than one (1) year, he may only revoke his authorization of dues withholding on September 1 of each year;
2. If the officer has participated in the dues withholding program for less than one (1) year, he may revoke his authorization of dues withholding on their first anniversary of joining the union. The officer must submit this request within one month prior to the anniversary date of the dues withholding.

The effective date of such revocation will be on the first complete pay period immediately after either of the prior requirements have been met.

An officer may revoke his/her allotment for Union dues by submitting to the Chief, Branch of Employee and Labor Relations, a copy of a completed and signed SF-1188. The Employee and Labor Relations shall provide the Union Chairman with appropriate notification of the revocation.

C. Termination of Dues: Termination of dues withholding shall be automatic when an officer is expelled or is assigned to a position outside of the Bargaining Unit. The employee is responsible to notify Employee Relations if expelled, reassigned, or promoted to a position outside of the bargaining unit.

D. Dues Remittance: Remittance to the Union of dues withheld will be made as soon as practical after each pay period for which deductions are made and will show the names of participating officers, the amount withheld, and the pay period from which deductions were made.

## **ARTICLE 5. JOINT LABOR MANAGEMENT COMMITTEES**

### ***Section 1. Purpose***

Management agrees to establish joint Labor Management Committees with the Union to discuss issues of mutual concern. The Agency and Union shall each designate a co-chair for each committee.

### ***Section 2. Labor Relations Committee***

A. The Labor Relations (LR) Committee will meet to exchange information and discuss matters affecting the conditions of employment of bargaining unit officers, Agency-Union relations and mutual interest; and to make recommendations to the Chief of Police and/or the Union leadership on such matters.

B. The LR Committee will consist of six (6) members: three (3) designated by the Union from among Labor Committee members; and three (3) designated by the Agency from among the Management and supervisory staff.

C. The LR Committee will meet periodically, as the members determine appropriate, but at least once every four (4) months. Labor Committee members whose tour of duty includes the scheduled meeting time will attend on official time. Those Union representatives will also be granted a half hour of official time to prepare for the joint meetings.

D. The LR Committee will establish its own rules of procedure, meeting schedules and agendas, as the Committee deems appropriate.

E. The LR Committee will not consider specific individual conduct or performance cases, grievances, complaints or other individual disputes that have not been brought to the attention of the appropriate line supervisor or manager for possible resolution. However, this restriction does not preclude discussion of conditions or other factors that may cause or contribute to problems; the interpretation and application of laws, or applicable rules and regulations; or ways to identify, avoid or resolve future problems.

F. At the end of each calendar year, the committee shall notify the Agency and the Union of pressing concerns impacting the Agency's mission and possible solutions to reconcile these issues.

### ***Section 3. Uniform and Equipment Committee (UEC)***

A. It is the purpose of this committee to listen to officer and Agency managers/supervisors uniform and equipment concerns. The meeting will be held on a semi-annual basis, or at the request of the Chief and Chairman. The UEC shall submit recommendations to the Chief and Chairman of any changes or modifications to Agency uniforms or equipment. The Chairman shall first respond to the recommendations on

behalf of the CBU. After receiving the UEC recommendation and the Chairman's position, the Chief shall respond in writing to both parties.

B. The composition of the UEC will include six (6) members: three (3) designated by the Union from among Labor Committee members, and three (3) designated by the Agency.

C. The Uniform and Equipment Committee will establish its own rules of procedure.

D. Nothing in this Article shall preclude the Union from requesting Impact and Implementation negotiation relating to a uniform or equipment change.

## **ARTICLE 6. BARGAINING**

Management shall not act in an arbitrary or capricious manner when exercising its rights. The Agency agrees that prior to making changes on personnel policies and practices or matters affecting general conditions of employment in the unit, the Agency will provide the Union with a written or electronic copy of the proposed change and will provide an opportunity for discussion between the Parties. The Agency agrees that it will serve any such proposed change to the Union Chairman. The Agency agrees to give full consideration to views expressed by the Union.

### ***Section 1.***

The provisions of this Article cover the policies and procedures to be used by the parties when engaging in collective bargaining. Resolving bargaining issues in an effective and efficient manner is beneficial to the interests of both the Agency and the Union.

### ***Section 2.***

Except in cases of emergency or needs of the Agency, as provided for in the Civil Service Reform Act, such as unforeseen occurrences precluding such notice, the Agency shall provide the Union with reasonable advance notice of intended changes in operational or administrative procedures which adversely impact employees' conditions of employment. Such notice will inform the Union of the Agency's point of contact for purposes of all matters related to bargaining.

### ***Section 3.***

The Union, in accordance with law and the terms of this Agreement has the right to initiate bargaining and engage in mid-term bargaining over proposed changes in conditions of employment initiated by the Agency with the exception of the following areas:

- A. Matters specifically addressed in this Agreement or another negotiated agreement between the parties.
  
- B. Matters where there is a clear and unequivocal waiver of the right to bargain by the Union, including those issues clearly and unmistakably bargained away as part of the legal implementation of other conditions of employment including the negotiation of this Agreement.
  
- C. Nothing in this section, absent emergency circumstances, will preclude either party from negotiating:

1. at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;
2. procedures which Management officials of the Agency will observe in exercising any authority under this section; or
3. appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such Management officials.

#### ***Section 4.***

All notices of intended changes and demands to bargain referenced throughout this Article will be delivered in writing through either personal delivery or electronic mail.

#### ***Section 5. Designated Representatives***

A. The Union's designated representative to receive initial bargaining notices is the Chairman or designee who will be identified to the Agency in writing.

B. The Agency's designated representative to receive initial bargaining notices is the Chief, Division of Police or designee, and the Chief of ER/LR Branch or person of contact identified in the notice, concurrently.

#### ***Section 6. Bargaining Routine***

A. The Union will deliver clear and specific notice of a request to bargain to the other party at the level of exclusive recognition, i.e., at the Chief level. The party delivering the notice must include its designated representative for the bargaining.

B. Within seven (7) days of receipt of such notice the Union will request to bargain, indicate its designated representative and may request a briefing. If the Union is in agreement with the proposal or no request to bargain is received, the Agency is free to implement the proposal.

C. Within seven (7) days of the submission of the request to bargain, or the date of the briefing, whichever is later, the Union or designated representative will submit its proposals.

D. Bargaining will normally begin within seven (7) days after the receipt of proposals.

E. If the seventh or twenty-first day referred to herein falls on a Saturday, Sunday or holiday, the period shall run until the end of the next regular business day (Monday through Friday).

F. If agreement is not reached, either party reserves the right to seek the services of the Federal Mediation and Conciliation Service (FMCS), and, if necessary, the Federal Service Impasses Panel (FSIP). By mutual agreement, the parties may use a different impasse resolution procedure, e.g., the use of a mediator-arbitrator.

G. Where the Parties reach an agreement on any impact and implementation bargaining, the Agency will implement the terms of the agreement.

H. If the Agency objects to the negotiability of any aspect of the Union's proposal, the Parties shall table the issue(s) and negotiate the remainder of the proposal.

### ***Section 7. Extensions of Time***

Reasonable extensions of time under this Article will be made by mutual agreement and for good cause shown, such as delays in receipt of necessary and relevant information consistent with the Federal Service Labor-Management Relations Statute provided that the total time involved does not cause an unreasonable delay or impede the Employer in the exercise of its management rights.

### ***Section 8.***

Where negotiation meetings are required, the meetings will be conducted as follows:

A. Negotiations will take place at a mutually agreeable site. Absent agreement, negotiations will be rotated between sites selected by the parties.

B. Unless agreed to otherwise, negotiations will be conducted during the regular workday of the office where the negotiations are taking place. Where feasible, the Employer shall make shift adjustments for Union representatives to accommodate the bargaining process.

C. An employee representing the Union in bargaining under this Article shall be authorized official time for such purposes during the time the employee otherwise would be in duty status. Designated bargaining representatives for the Union will also be afforded a reasonable amount of official time to prepare for bargaining. In the event face-to-face negotiations are conducted, bargaining teams will be limited to a maximum of three (3) Agency employees for each party, unless the parties mutually agree otherwise. Subject matter experts may also participate in bargaining by mutual consent.

**Section 9.**

Should a provision of any agreement negotiated pursuant to this Article be rendered invalid by appropriate authority after the effective date of this Agreement, either party may reopen the specifically affected sections as well as issues clearly and unmistakably bargained away as part of any agreement on the now invalid terms, where one or both parties have not formally pursued enforcement of the provision.

## **ARTICLE 7. GRIEVANCE PROCEDURE**

### ***Section 1. Purpose***

It is the purpose of this Article to provide officers, the Union and Management with the procedure for processing grievances. Except as excluded in Sections 2 and 3 of this Article, a grievance is any complaint:

- A. By any officer concerning any matter relating to the employment of that officer.
- B. By the Union concerning any matter relating to the employment on behalf of any officer(s).
- C. An Institutional Grievance is a grievance that does not seek personal relief for a particular employee or group of employees, but concerns the Union's, Agency's or Employees' bargaining unit and/or institutional wide rights.
- D. By any officer, the Union, or the Agency concerning:
  - 1. The effect of interpretation and/or the impact and implementation of any law, rule or regulation, and or a claim of breach, of this collective bargaining agreement,
  - 2. Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

### ***Section 2. Other Available Grievance Procedures***

The procedure outlined in this Article is the exclusive grievance procedure available to officers for the resolution of grievances as described in Section 1, except that the officer has the right of choice between this procedure or a statutory appeal procedure for adverse actions, reprisal for whistle blowing or discrimination complaints unless prohibited by law, rule, or regulation. In these instances, the officer exercises the choice for the grievance procedure when the grievance is submitted in writing to the designated Management official or for the applicable statutory appeal procedure when submitted in writing to the appropriate official. One or the other of these methods of appeal may be used, but not both. Once made, the decision is irrevocable.

### ***Section 3. Matters Covered and Not Covered***

The following matters are considered not grievable under the provisions of this procedure:

- A. Any claimed violation relating to prohibited political activities.

- B. Complaints concerning retirement, life insurance, retention pay, or health insurance.
- C. A suspension or removal under 5 U.S.C. 7532.
- D. Any examination, certification, or appointment.
- E. The classification of any position that does not result in the reduction in grade or pay of an employee.
- F. Non-selection for promotion or any assignment from a group of properly ranked and certified candidates.
- G. Non-adoption of a suggestion processed under the Incentive Awards Program or disapproval of a performance award or other kind of honorary or discretionary award.
- H. A notice of proposed disciplinary action, proposed adverse action, or proposed action based on unacceptable performance.
- I. The substance of critical elements in the performance management plan.
- J. Termination of an employee who is serving on a probationary period or on a temporary appointment.
- K. Reduction in Force.
- L. Prohibited personnel practices under Section 2302(b) of Title 5.
- M. Content of published DHHS, OPM, or NIH Policy.
- N. Decision by the Agency concerning the agency mission, budget, or organization and internal security practices of the agency, the numbers of employees and the personnel by which Agency operations are to be conducted, the numbers, types, grades of employees or positions assigned to any organization, subdivision, work project or tour of duty, or the technology, method and means of performing work, and the contracting out of work.
- O. Any files kept by a supervisor for his own personal record, which is sometimes referred to as a "Drop File."

The following matters are considered grievable under the provisions of this procedure:

- A. Matters covered under this contract
- B. Interpretation of this contract

C. Issues perceived to be contrary to written policies of the NIH Police, NIH Policy Manual, DHHS, Regulations of OPM, and applicable Federal Laws, Statutes, or Codes.

#### ***Section 4. Termination of Grievance***

The Agency may terminate a grievance upon:

- A. The Union's or the officer's written request.
- B. Termination of the officer's employment, unless the relief sought may be granted after termination of employment.
- C. The death of an officer, unless the grievance involves pay and there are survivors who may benefit, or the Union pursues it on behalf of the membership.

#### ***Section 5. Grievability***

Questions of grievability or arbitrability may be processed only in accordance with the provisions of the Article entitled Arbitration.

#### ***Section 6. Official Time for Grievances***

If in an active duty status, the officer and one Union representative shall be allowed reasonable official time to discuss and present the grievance, to obtain information from the Agency's records relative to the grievance, and to write (not to exceed four (4) hours) the grievance on the Agency's premises.

#### ***Section 7. Union Rights***

The Union shall have the following rights in officer grievances:

- A. Will be provided a copy of any written grievance as presented to Management by the officer.
- B. The Union will be notified with as much advance notice as is possible but with no less than 48 hours (two (2) calendar days) notice of the time and place of the officer's meetings/discussions/oral presentations with Management officials. The notification period may be waived at the discretion of the Union.
- C. The Union representative would be on official time if otherwise in a duty status. The Union representative may request his/her tour of duty be changed to permit attendance during duty hours. If this request cannot be granted, a postponement may be given until a suitable representative is available. The Union will provide the Agency with a list of Stewards and suitable representatives from the Union. The Agency may notify anyone from that list who is on duty status to represent the officer and consider the 48-hour notice satisfied.

D. To receive a copy, at no cost, of the written decision at each step of the grievance procedure. This copy shall be sent simultaneously to the Union.

**Section 8. Availability Information**

A. Upon request, a grievant and his/her representative shall be provided all information relevant to the grievance in accordance with law, rule, and regulation. Applicable personnel regulations and directives shall be made available and the Union permitted to review or make copies of same, free of charge.

B. If the information requested in Section 8 A. is denied, the Agency shall give the reason for the denial.

**Section 9. Opportunity to Resolve Grievance**

The Union agrees to provide the Agency with every opportunity to resolve complaints, grievances, and/or reports of officer dissatisfaction before such matters are referred or presented to outside authorities.

**Section 10. Procedure-Officer or Union Grievance**

A. A formal grievance shall be submitted in writing. The grievance shall contain:

1. The nature of the grievance.
2. Details of the incident.
3. Provision of the contract violated.
4. If relevant, the specific law, rule, or regulation violated.
5. An explanation of the violation.
6. Request, if desired, for oral presentation.
7. Specific remedy requested.

B. The specific remedy requested shall:

1. Directly benefit the grievant.
2. Not request disciplinary action for another employee or management official.
3. Be subject to the control of the Agency.

4. Be appropriate to the subject of the grievance.

C. The following steps constitute the required procedures for the grievance process:

**Step 1 (Informal)**

The employee must bring the matter to the attention of his/her immediate supervisor, either orally or in writing within 14 days of the occurrence or when discovering an issue or incident that they wish to grieve. If the grievance is not settled, the supervisor will respond to the employee within 7 calendar days from the receipt of the complaint. If no response is received, the grievance will be considered denied and may be elevated to the next level.

**Step 2**

The employee will submit a formal grievance in writing to the immediate supervisor one level above the supervisor from Step One. This must occur within 14 calendar days from the due date of the step 1 supervisor's response. A written decision will be issued within 14 calendar days of receipt of the grievance by the supervisor or designee. If no response is received, the grievance will be considered denied and may be elevated to the next level. If mutually agreed, the timeframes may be extended.

**Step 3**

14 days after the grievant becomes aware of the decision or no response from the step 2 supervisor, the grievant shall present a written grievance to the next level supervisor.

The Step 3 deciding official and the grievant may meet at the request of either party to discuss the grievance. The Step 3 deciding official shall render a written decision no later than 14 days from the receipt of a grievance. The reply will contain the reasons used to substantiate the decision. If no response is received, the grievance will be considered denied and may be elevated to the next level. If mutually agreed, these timeframes may be extended.

**Step 4**

If Step Three produces a decision that is unsatisfactory to the grievant, the grievant may present the grievance to the Chief, Division of Police or his designee in writing and if mutually agreed, in an oral presentation/discussion. The grievance must be filed within 14 days of the decision rendered from Step Three or from when the decision was due. If no response is received, the grievance will be considered denied and may be elevated to the next level.

## **Step 5**

If the grievance is not settled at Step 4, then Arbitration may be invoked by either the Union or the Agency.

### ***Section 11. Procedural Exceptions***

A. All grievances filed by the Union on its own institutional behalf may be initiated at Step 2.

B. All grievances filed by the Union on behalf of any group of Bargaining Unit employees will be initiated at the lowest level capable of resolving them.

### ***Section 12. Failure of Parties to Meet Provisions of this Article***

If the Union fails to meet the time limits specified, the Agency may terminate the grievance as untimely. Upon request, the Agency or the Union may grant an extension of time. The request must be in the form of a written notice of intent to file a grievance and must be received prior to the expiration of the established time limits for the appropriate step.

### ***Section 13. Invoking Arbitration***

A. If the Union is dissatisfied with the outcome of a grievance at the conclusion of Step 4 of this procedure, the provisions of the Article entitled Arbitration may be invoked, or the Union may appeal to the Merit System Protection Board if jurisdiction is warranted.

B. The appeal of a suspension taken under the provisions of 5 CFR 752 C and D is through arbitration or MSPB, but may not be both.

## **ARTICLE 8. ARBITRATION**

### ***Section 1. Invocation by Agency or Union Only***

Binding arbitration may be used to settle unresolved grievances after the grievance procedure has been exhausted. If the grievance is not settled under the negotiated grievance procedure, it may be submitted to arbitration within 30 days from the date the Agency's or Union's final decision is received or due, unless mutually agreed otherwise. Matters explicitly excluded from the grievance procedure are also excluded from this Article.

Invocation of arbitration shall be submitted to the Chief of Police or designee or Union Chairman or designee. This notification shall be submitted electronically. Additionally, the invoking party shall be responsible for obtaining a case number from the Federal Mediation and Conciliation Service (FMCS).

### ***Section 2. Arbitration Selection***

To facilitate cost effective hearings, the parties agree to establish a panel of Arbitrators, within ninety (90) days of the effective date of this Agreement.

A. The panel shall be comprised of two (2) Arbitrators. The parties shall each nominate three (3) arbitrators. If both sides nominate the same arbitrator, he/she will automatically become a member of that panel. Otherwise, the parties will strike names alternately until two (2) arbitrators remain. Arbitrator selection for the panel shall be determined by the striking of names by each party beginning with the flip of a coin.

B. Arbitrators shall be assigned based upon the date of the invocation of arbitration.

C. The first Arbitrator will be selected by the parties by flip of a coin and then the arbitrators will alternate thereafter.

D. If for any reason arbitration is canceled, the arbitrator scheduled to hear the case would be placed on top of the respective roster.

E. The arbitrator shall hear a case within sixty (60) days of notification by the moving party, unless the parties mutually agree otherwise. A copy of the notification to the arbitrator shall be simultaneously served upon the other party. If the arbitrator is unavailable, the arbitrator's name shall be placed at the bottom of the panel rotation list. Should an arbitrator decline to hear a case, he or she shall be removed from the panel.

F. The parties shall review the arbitration panel on an annual basis. At that time, each party may remove one (1) arbitrator from the list, and the parties shall jointly select replacement arbitrator(s), and establish a process to strike and select any cases previously assigned. In addition, the parties may at any time mutually agree to discontinue the service of arbitrators on the panels, and select others to replace them.

### ***Section 3. Prehearing Conference***

The parties shall arrange for a pre-hearing conference within six weeks of the demand for arbitration, with or without the arbitrator, to consider possible settlement, means of expediting the hearing, and to select a mutually agreeable date for the arbitration hearing. For example, this may be done by reducing the issue(s) to writing, stipulating facts, outlining offers of proof, authenticating proposed exhibits, exchanging lists of witnesses, or waiving the use of a transcript.

### ***Section 4. Billing Information***

Prior to the hearing, the parties shall give the name, position, and address of their designated representatives to whom the arbitrator shall forward billings and decisions. It will be the arbitrator's responsibility to make sure that he/ she has such information prior to the close of the hearings.

### ***Section 5. Arbitrator's Hearing***

The arbitration hearing shall be scheduled during the workweek of Monday through Friday, and shall be scheduled to begin no earlier than 8 a.m. and shall end at a time agreed upon by the Parties.

### ***Section 6. Union Representative during Arbitration***

A Union representative and a legal representative of the grievants choosing may accompany him and/or her at the proceedings.

### ***Section 7. Arbitration Procedures***

A. Consistent with this Agreement, the arbitrator shall determine the procedures used to conduct the arbitration.

B. All parties shall be entitled to call and cross-examine witnesses and shall be entitled to a hearing before the arbitrator.

C. The arbitration hearing will be conducted as an oral proceeding. Either party may file a brief and/or request a verbatim transcript at its expense. If either party requests a transcript, that party shall bear the entire cost of such transcript.

D. The arbitration hearing will be held on Agency premises or another public facility during the regular work hours of the basic workweek at a location within the commuting area of the grievant's duty station, unless the grievant has transferred from the site of the dispute. In such cases, the hearing will be held within the commuting area of the site of the dispute, if possible. All participants in the hearing shall be on official time, however employees assigned to other than the day shift must be identified by the Union as a witness prior to the beginning of the administrative workweek during which the hearing is scheduled.

E. The parties recognize each other's right to dismiss any pending arbitration for failure to prosecute should the moving party fail to take reasonable steps to have a hearing held within one year of the case being invoked. The same shall be done by execution of letter to the opposing party, identified arbitrator and/or the FMCS when no arbitrator has been selected.

F. If the parties fail to agree on a joint submission of the issue for arbitration, each may submit a separate submission and the arbitrator shall determine the issue or issues to be heard.

G. The arbitrator shall have the authority to resolve ambiguities and enforce the plain meaning of this Agreement. The arbitrator shall not add to, subtract from, alter, amend, or modify any provision of this Agreement.

H. The Arbitrator's decision and award shall be final and binding. However, either party may file an exception to the Arbitrator's award in accordance with applicable law and regulations.

I. The Arbitrator shall be requested by the parties to render a decision as quickly as possible, but in any event not later than 45 calendar days after the close of the record. Failure to render a decision shall result in forfeiture of fees for service by 30% for the first month the decision is overdue, and 10% each month thereafter said decision is overdue. If timely extensions are submitted by the arbitrator, the fee reduction will be waived.

J. At least seven (7) calendar days prior to the scheduled hearing date, the parties will exchange proposed witness list(s) and documents. Only material and relevant witnesses shall be called. If any listed witness or document(s) is opposed by the other party, the arbitrator will be contacted at that time to resolve the issue.

K. If either party wishes to postpone or cancel a hearing, that party shall pay the full costs associated with the postponement and/or cancellation, unless the parties agree otherwise.

L. Unless otherwise provided by law, each party shall be responsible for payment of their respected travel-related expenses.

M. The arbitrator's fee and the expenses of the arbitrator, if any, shall be borne by the losing party, unless the parties mutually agree otherwise. However, if the parties settle the grievance prior to a final and binding arbitration award going into effect, any and all fees and costs will be equally shared.

N. The Arbitrator shall have full authority to award attorney fees in accordance with provisions of the Civil Service Reform Act and prevailing law.

O. The designated Union representative will be allowed reasonable official time to prepare for arbitration. This does not include time spent in the actual arbitration hearing.

P. The Arbitrator shall hear arguments regarding both the arbitrability and the merits of the case at the same hearing. However, the parties may mutually agree otherwise in complex cases which would involve several days hearing.

Q. Either party is free to file motions to dismiss which will be granted candid review by the arbitrator and a decision rendered in advance of the actual arbitration hearing. The arbitrator shall not make a decision before the non-moving party has had the opportunity to respond. The arbitrator may also use the briefs to narrow the scope of the oral hearing, if one is necessary. In the event a decision is reached dismissing the issue, thus resulting in cancelation or no further need of a hearing, the parties shall equally bear the cost thereof as identified in item (m) above.

R. The Arbitrator shall have 30 days to retain jurisdiction over the decision/award rendered to the parties, unless the parties mutually agree otherwise. The Arbitrator shall have no further authority related to the decision/award reached unless the parties mutually agree to extend the same to the arbitrator beyond the 30 day period. In the event of a challenge to the arbitrator's decision/award to the FLRA the arbitrator's jurisdiction shall be retained given any remands required by the FLRA.

S. There will be no ex-parte communications with the arbitrator unless both Parties are participating in the communication. Failure to honor this provision shall be a basis for immediate removal of the arbitrator in this instance.

### **Section 7. Appeals**

Either Party may file exceptions to an arbitrator's award to the FLRA under regulations prescribed by the FLRA for this purpose. If neither Party timely files exceptions, the arbitrator's award will be binding. In adverse action arbitrations, either party may file an appeal to the Federal Circuit. If either Party files an exception or appeal, the arbitrator's award will not be implemented until all appeals are exhausted and a final decision is rendered by the FLRA or the court of highest authority to which the case has been appealed.

## **ARTICLE 9. TOURS OF DUTY AND WORKWEEK**

### ***Section 1. Tour of Duty Work Hours***

Tours of duty will be 8 and ½ hours which includes ½ hour of overtime. Any leave taken will negate the overtime under the FLSA.

### ***Section 2. Change of Shift and Sign Off Days***

A. Stable work schedules shall be maintained as much as possible. When contemplated changes in an officers' regular tour of duty are in excess of four (4) hours (not including time for equipment maintenance), Management will strive in good faith to notify the affected officers at least seven (7) days before the effective date of such changes. In situations of declared emergencies, Management will endeavor to notify affected officers as expeditiously as circumstances permit.

B. In the event a need arises to change an officer's tour of duty for one (1) hour from his current tour of duty to fill a work assignment, such a change shall not extend for more than three (3) days.

C. Sign off days within the scheduled shifts will be determined by seniority; however, Management will determine the work schedules. The work schedules will be prepared based on operational necessity and will include specific work slots for specialty units (i.e. K-9 Officers), the rank of MPO and the ranks of corporal through Police Officer combined. Separate work slots will be determined for the officer(s) assigned to Fort Detrick.

D. Management maintains the right to assign officers to specific shifts (reliefs). When a vacancy on a relief needs to be filled due to operational necessity; management shall determine where personnel resources are sufficient on other reliefs so a transfer can be made to the relief with the vacancy that needs to be filled. Management shall examine the needs of the relief as well as the qualifications needed by an officer who will fill the vacancy. Factors considered relating to the needs of the relief will include, certified and/or specialty training, and special skills (i.e. foreign language.) Factors considered relating to officer qualification will include but not be specifically limited to: rank, skills, ability, certified and/or specialty training, special skills, experience and seniority. Once the appropriate considerations have been made, Management will select an officer for transfer. Management will announce the vacancy seven (7) days prior to the selection so officers may inquire about the schedule available and resultant sign off days based on their seniority. Officers wishing to volunteer for the vacancy will notify Management within seven (7) days of the announcement.

E. Officers that have been transferred for disciplinary reasons will not be able to apply for a shift vacancy if it is noted as part of the vacancy announcement or disciplinary action.

F. The schedule of tours of duty may be changed by the Shift Commander to permit Union representatives or officers who might act as witnesses, to participate during duty hours in oral replies to proposed disciplinary actions, grievance appeals, hearings, and investigations.

G. Officers will be given fourteen (14) day notice for shift changes or sign off days unless waived by the officer or the Chief declares an emergency.

### ***Section 3. Open Season for Sign-Off Days***

Once annually (the second week of January) the Parties agree to conduct an open season process to allow for changes in sign off days within each relief.

Management agrees to establish and present the schedule to officers within each relief.

Nothing in this section shall be construed to limit Management or individual officers the right or ability to transfer shifts at other times when the need arises during the year.

### ***Section 4. Overtime***

A. As a means to meet workload requirements, the Agency retains the right to determine the number of officers on each workweek schedule. Whenever possible, overtime assignments will be handled on a volunteer basis, as long as the officer is qualified. In no case will the regular workweek (sign-off days) be changed solely to avoid payment of overtime pay unless waived by the officer or to accommodate training. This section will not apply during emergency situations.

B. If an officer is required to perform any work before or after his/her scheduled work hours will receive compensation for all such work in accordance with law.

C. The Parties agree that overtime shall be fairly distributed amongst all officers qualified to receive overtime assignments. To ensure all officers have an opportunity to receive an overtime assignment, the Parties agree to the following process:

1. The Agency shall maintain two rotating overtime lists: (1) Volunteer; and (2) Draft. The Volunteer list shall be maintained in order by seniority while the Draft list shall be maintained in reverse seniority.
2. If qualified officers are not listed on the Volunteer List, a qualified officer may be selected from the Draft List.
3. Whenever it is determined a need for overtime exists, a supervisor shall solicit from the Volunteer List. Once the Volunteer List is exhausted, the first qualified officer will be selected from the Draft List.

4. Once an officer is selected from either list for an overtime assignment, he/she shall be rotated to the bottom of the list.

5. Nothing in this Article shall infringe upon management's right to cancel overtime assignments.

D. Upon request, officers shall receive compensatory time at the rate of one (1) hour for every hour of overtime worked. Compensatory time shall be rounded up to the next quarter of the hour in accordance with regulations. No officer shall be required to receive compensatory time in lieu of overtime premium pay. Compensatory time converts to overtime if not used pursuant to rules and regulations. Management retains the right to grant or deny the use of compensatory time upon request of the officers.

E. When an officer is required to report for duty on his/her sign-off day or is called back to duty, the Agency shall provide a duty assignment of no less than two (2) and up to four (4) hours duration. Managers shall strive to use available manpower instead of recalling an officer after he or she has already signed off (10-7) for the day. After the officer has reported to duty, should the supervisor find that the officer's services are no longer needed; the supervisor may dismiss the officer from duty. The officer will be compensated for the full two (2) hours regardless of the early dismissal.

F. When an officer is required to report for court on his/her sign-off day or off-duty status, he/she shall receive a minimum of two (2) hours of overtime pay or compensatory time at the officer's request in accordance with law.

G. A system for the fair distribution of work hours beyond the 40- hour workweek shall be discussed for impact and implementation between the Agency and the Union when long-term overtime assignments are foreseen.

H. Officers assigned to the K-9 unit shall receive an additional one (1) hour of overtime pay, seven days per week, for care of their K-9 and related equipment. This is in addition to the .5 hour of overtime pay all officers currently receive at the end of each tour of duty in regard to equipment and uniform maintenance. If on leave and the dog is kenneled at NIH, or for other reasons kenneled at NIH for one (1) or more days, officers will not receive the additional overtime. Officers assigned to the K-9 unit will remain at their duty location and continue to perform their normally assigned duties during the standard .5 hour of overtime currently received by all officers, until relieved. Once relieved, the officer will remain at their work site but may perform administrative or equipment related activities. Management will attempt to have the K-9 unit relieved by the oncoming relief as soon as practical. Routine care for the canines will be conducted during the extra one (1) hour of overtime the handler works for daily care of the canine. Officers will not go out of service to bathe or groom the canine unless specifically granted permission by the Relief Supervisor or Commander.

I. Management will provide free use of the R&W fitness facilities or other facilities as deemed appropriate by the Chief, for officers on non-duty time, to work out. This is voluntary.

### ***Section 5. Meal Breaks***

Meal breaks for Police Officers are considered part of their regular duty and they shall be paid for the break since they are required to be on duty at all times and ready to respond to all calls for emergency services even while eating. If no meal break is available, no additional compensation is owed in accordance with this contract.

### ***Section 6. Realignment of Workweeks***

When Management determines that it is necessary to realign the workweeks at a worksite, the Union Chairman shall be notified and given an opportunity to negotiate impact and implementation in accordance with the change clause of the contract.

### ***Section 7. Limited and Light Duty Status***

Limited duty is defined as a temporary work assignment, usually of short duration in which an employee can perform some of his/her normal duties or other duties as needed by the Agency in the Division. Officers may be placed in a limited duty status as a result of both on the job as well as injuries or illnesses acquired while off duty. Management will first make a reasonable attempt to find limited duty for officers within the Division, and if this is not possible, within ORS. An officer wishing to return to full duty will be required to obtain written documentation from his/her physician for review and acceptance by the NIH OMS, or will go to the NIH OMS directly to obtain documentation indicating that the officer is capable of returning to full duty.

### ***Section 8. Receipt of Medical Treatment***

When an officer is on limited/light duty status due to an on the job injury, and is required to receive medical treatment, Management shall not be unreasonable when considering adjusting the officer's tour of duty so that the medical treatment will be during his/her duty hours if treatment is related to on job injuries. Management will develop a letter describing temporary duties available for the attending doctor to read and sign for the officer on medical visits.

### ***Section 9. Trading Time***

The Parties agree that members of the bargaining unit may substitute for one another on regularly scheduled tours of duty if equally qualified. This practice is commonly referred to as "trading time." This practice will in no way require additional compensation on the part of the Employer. Accordingly, the practice of "trading time" will be deemed to have no effect on the hours of work if the following criteria are met:

- A. The “trading time” is voluntarily arranged by the employees participating in the program and subject to prior approval of the employer.
- B. The time and attendance reports will be posted to reflect the actual hours worked by each employee.
- C. The trading of time must be accomplished within the same pay period, i.e., the time paid back cannot extend beyond the end of the pay period during which the initial trading took place.
- D. Trading time will not result in overtime or compensatory time for either officer.

***Section 10. Relief and Housing During Details***

Where emergencies or Special details arise that impact officers’ ability to get food or need lodging, the Agency will make a good faith effort to provide both to all affected officers.

## **ARTICLE 10. LEAVE**

### ***Section 1. Annual Leave Requests***

A. The Parties agree that annual leave is a benefit provided by law. However, it is the prerogative of the Employer to make the final decision on when leave is to be used. An employee must specifically request annual leave and obtain approval from the appropriate leave approving official prior to its use. It must not be assumed, however, that a mere report of absence will necessarily result in leave approval. Failure to secure proper approval from the leave approving official may result in the period being charged AWOL for payroll purposes.

B. Officers requesting annual leave for 40 hours or more shall normally submit their leave requests at least 30 days but no more than nine (9) months prior to the date the leave is scheduled to begin. The Leave Approving Official will advise officers in writing of the status of their leave request within 14 days of their date of request. If at the time of the request leave cannot be approved, the request shall remain for consideration unless withdrawn by the officer. If the officer has not received an answer within the 14 days, he may request a ruling on the leave by the next higher level official within their chain of command.

C. Any leave requests for at least eight (8) hours and less than 40 hours shall have their status decided and the officer advised within 24 hours of their request.

D. Under emergency circumstances, the Director may cancel leave to carry out the mission of the organization; however, Management will make all reasonable attempts to honor all leave requests that were pre-approved.

### ***Section 2. Sick Leave***

A. The Union fully recognizes the importance of sick leave and the advantage of sick leave accrual to the individual and it is the duty of the employee to utilize sick leave only when he/she is incapacitated for the performance of duty because of illness, injury, or other valid reasons.

B. Officers shall adhere to current departmental policy regarding calling in to request sick leave. When an officer returns to duty from absences beyond three (3) days, he/she may be required to be certified fit for duty by a physician at the Occupational Medical Service. In cases where it is apparent that a total of three (3) consecutive days will be insufficient to recover from an ailment, the officer shall notify his/her supervisor prior to the third day and thereafter as appropriate. Officers shall adhere to applicable SOPs and Directives in regards to leave use and notifications.

C. Officers using leave under the Family Medical Leave Act and/or the Family Friendly Leave Act shall use it in accordance with law, rule, and regulation.

### **Section 3. Administrative Leave**

Eight (8) hours administrative leave may be granted by the Office of Research Services Executive Officer when an officer receives a temporary assignment or deployment of more than seven (7) days with less than 72 hours advance notice.

### **Section 4. Emergency Leave**

Emergency leave is defined as a condition which arose since the officer last left work and which is of a serious enough nature to justify the officer's request to use leave without prior approval as described in Section 2 above. An employee requesting emergency leave will be required to explain the reasons for his/her request and give the relief supervisor/commander enough information to make a decision. If adequate justification is not given, the employee must report for duty, otherwise he/she will be carried as AWOL for payroll purposes until he/she returns to duty and the case is reviewed and decided.

When requesting medical information, the Agency shall not intrude upon officers' legal rights.

### **Section 5. Funeral Leave**

A Police Officer may be excused from duty to attend the funeral of a fellow Police Officer that was killed in the line of duty or had been a former NIH Police Officer that dies of natural or other causes. When excused for this reason, it is considered to be official duty and the hours absent for the funeral shall be recorded as regular hours worked. If off duty at the time of the funeral, officers will not be compensated to attend.

### **Section 6. Miscellaneous Leave**

- A. Court Leave will be granted in accordance with applicable Federal regulations.
- B. Voting and Voter Registration: Officers will be granted administrative leave in accordance with Federal regulations to allow sufficient time to vote or register to vote during an election.
- C. Bereavement leave. Management will make every effort to accommodate officers' leave requests to attend family funerals.

### **Section 7. Leave Without Pay**

Leave without pay (LWOP) is an approved leave status which may be requested by employees to cover periods of absence in lieu of or in the absence of accrued annual leave or sick leave. LWOP is not a right that accrues to an employee and is granted at the discretion of management, except in the following cases:

- A. When a disabled veteran requests LWOP for medical treatment.
- B. When requested by a reservist or National Guard member for military duties. Employees may request such leave after their military leave has been exhausted.
- C. When requested by an employee who has suffered an incapacitating job-related injury or illness and is waiting adjudication of his or her claim for employee compensation by the Office of Worker's Compensation Program.
- D. When an employee makes a request under the Family Medical Leave Act (FMLA).

If the officer is requesting leave without pay for an extended period of time, the supervisor approving such a request should carefully review the circumstances and the officer should provide sufficient justification for such a request. The use of leave without pay should not exceed one year for each individual request.

### **Section 8. Military Leave**

In accordance with laws and regulations, bargaining unit employees who are members of the National Guard or the Armed Forces Reserves are entitled to 120 hours of regular military leave in a fiscal year for active duty, active duty for training, and certain inactive duty training and activities. Employees are only charged military leave for military absences occurring during their scheduled tour of duty. They are not charged military leave for absences during non-duty periods such as holidays and non-workdays.

Employees who perform active military duty as Guard members or reservists may be ordered to duty by the President or a State Governor under the provisions of 5 U.S.C. 6323(b) to assist domestic civilian authorities to enforce the law or protect life and property. Such employees are eligible to be granted an additional twenty-two (22) workdays of military leave which, when so used, is offset against civilian pay for the same period. Employees may choose to use annual leave instead of military leave for any of the twenty-two (22) workdays and no offset against civilian pay will be made.

### **Section 9. Hazardous Weather Leave**

Due to the nature of the work, unit employees are required to report for work during hazardous or unusually severe weather conditions unless appropriate leave has been requested and/or scheduled and approved. This applies unless the relief supervisor/commander gives specific approval for an absence based on a set of conditions and circumstances for the particular duty station. Inability to report for duty will require that the employee contact the relief supervisor/commander and request leave.

The U.S. Office of Personnel Management's Washington D.C. Dismissal or Closure Procedures will apply.

***Section 10. Special Leave Procedures***

Leave privileges may be restricted or suspended at any time when misuse is identified. Special Leave Procedures may be initiated only after; (1) misuse has been clearly identified by a supervisor; (2) brought to the attention of the effected officer; and (3) after the officer fails to take corrective action. Once Special Leave Procedures have been issued, the leave record of the employee will be reviewed at least every (3) three months. A written decision to continue or lift the restriction will be made and a copy provided to the employee.

## **ARTICLE 11. TARDINESS**

### ***Section 1. Definition of Tardiness***

Tardiness is defined as a failure to report to the assigned duty post, assigned training, specific assignment, court appointment or roll call at the specified reporting time.

### ***Section 2. Notification of Supervisor***

An officer who determines he/she will be late reporting for their scheduled tour of duty shall promptly inform communications to notify the on-duty supervisor.

### ***Section 3. Reasons for Tardiness***

Upon arrival for duty, the officer shall report the reasons for the tardiness to his/her immediate supervisor. The supervisor shall evaluate the circumstances of the tardiness and shall make a determination as to whether the charge for tardiness is sustained or excused.

## **ARTICLE 12. SPECIALTY UNIT POSITIONS**

Specialty Unit positions shall be defined and staffed in accordance with Departmental directives.

## **ARTICLE 13. TEMPORARY PROMOTIONS AND DETAILS**

### ***Section 1. Pay***

The parties agree that employees should be paid at rates commensurate with the duties to which they are officially assigned. In consideration of this policy, the Agency agrees that the use of details to positions of higher level and pay will be held to the standard of 120 days unless the position is advertised under Merit Promotion principles for a longer period of time.

### ***Section 2. Temporary Promotions***

Whenever an employee is detailed to act for a higher-grade employee and that assignment is anticipated to last for more than 120 days, the employee shall be given a temporary promotion for the duration of the assignment under competitive promotion procedures. Assignments for 120 days or less may be covered by detail in accordance with applicable regulations.

### ***Section 3. Purpose***

Employees may be detailed or temporarily promoted to a position of higher grade to:

- A. Fill a position that has become vacant until a permanent appointment is made:
- B. Assume increased responsibilities for a limited period due to increased workload: or
- C. Participate in a special project, which will last for a limited period.

The employee will sign a statement to show that he/she has full knowledge of the action taken and the conditions under which he/she is temporarily promoted prior to the effective date of the action.

### ***Section 4. Duration of Temporary Promotions***

An employee may be temporarily promoted for the expected duration of the need for his/her services in the higher grade, but the initial period may not exceed one (1) year. If his/her services are still needed in the higher after one (1) year, the Agency will review the situation and determine whether it actually is temporary and, if not, the temporary promotion may be extended for up to five (5) additional years.

### ***Section 5. Qualifications/Eligibility***

Employees selected for temporary promotions must meet the requirements for basic eligibility in accordance with applicable qualifications standards of the Office of Personnel management and appropriate selective factors.

**Section 6. Details**

Employees may be detailed, in accordance with applicable regulations, between specialized position categories, to take care of situations such as temporary workload imbalances, or to prevent the need for reduction in force. The Union Chairman or his designee will be consulted before such action is initiated.

## **ARTICLE 14. MERIT PROMOTIONS**

### ***Section 1. Purpose***

The object of the merit promotion program is to ensure that qualified and available candidates are provided fair and systematic consideration and opportunities for selection for promotion based on merit.

### ***Section 2. Merit Promotion Plan***

The procedures of the NIH merit Promotion Plan and any subsequent amendments will be applicable to the bargaining unit. Copies of the NIH Merit Promotion Plan are available upon request from the Human Resources Office.

### ***Section 3. First Consideration***

During the recruitment process, the Agency agrees to give first consideration to qualified applicants who are current members of the bargaining unit.

### ***Section 4. Records***

Folders will be kept in accordance with Federal laws, rules, and regulations.

### ***Section 5. Application Rights***

Any employee who has applied for a specific position is entitled to know, upon request:

- A. Whether he/she was considered for promotion, and, if so, whether he/she was found eligible on the basis of the minimum qualifications for the position;
- B. Whether he/she was in the category from which a selection was made;
- C. In what areas if any, he/she should improve to increase chances for future promotion.

### ***Section 6. Documents Used***

Employee(s) may see, upon request, any record of production or any appraisal of their performance that was used or which may be used in evaluation for promotion. Employees are also entitled to see, upon request, the Knowledge, Skills and Abilities (KSA) and a copy of the position description, which is relevant to the position being filled. Employees are not entitled to information concerning the qualifications or ratings of other applicants in any form which would identify the specific individuals to whom the information pertains or the KSA quality level definitions.

## **Section 7. Pay and Incentive Awards**

A. Incentive Awards will be administered in accordance with NIH Police Directives and NIH Policies.

B. Management may award Time Off Incentive Awards for officers that are recognized for superior work or acts of heroism and courage.

C. Pay for irregular or intermittent duty involving physical hardship or hazard for GS employees will be paid in accordance with the provisions of OPM regulations (5 CFR, Part 550 Subpart I).

D. Bethesda and Fort Detrick based DP officers only; in an attempt to achieve comparability with other Washington Metropolitan Police agencies, Management will continue to make every effort to pursue retention allowances pursuant to the laws, rules and regulations set forth by OPM, the Department, and the Agency.

## **ARTICLE 15. Performance Management Program**

### ***Section 1. Purpose***

The Performance Management Program is an ongoing process that involves continuous communication between the officer and supervisor to review and reassess work performance, identify problems and hindrances, and exchange information about possible solutions.

### ***Section 2. Fair and Equitable Standards and Elements***

All performance standards and elements shall be fair and equitable, and shall be consistent with position descriptions for the job, and provide for the objective evaluation of job performance. Performance evaluations shall be conducted in accordance with all applicable laws, regulations, and standards as currently applicable at the National Institutes of Health.

### ***Section 3. Rating Official***

Normally, the officer's immediate supervisor who is responsible for assigning, reviewing, and evaluating an officer's work will do performance appraisals.

### ***Section 4. Copy of Performance Standards and Elements***

The officer shall receive a copy of the performance standards and elements within 90 days from the start of the appraisal period. The Agency will notify the officer when a part of the standards and elements have been changed or altered.

### ***Section 5. Performance below Minimally Satisfactory***

If an officer's performance is believed to be below the minimally satisfactory level the supervisor shall notify the officer of the following in writing:

- A. The critical result(s) for which the officer's performance is below the minimally satisfactory level and the performance standards and elements related to the deficient performance.
- B. The specific reasons why the officer's work performance is below a minimally satisfactory level.
- C. What an officer must do to bring his/her performance up to a minimally satisfactory level.

D. That the officer shall have at least 30 days in which to improve deficient performance. At the end of that period, the officer will be evaluated and the supervisor shall assign the performance rating.

***Section 6. Performance Action***

A reduction in grade or a removal taken as a result of a performance appraisal shall be treated in the manner described in the Article entitled Adverse Actions.

***Section 7. Performance Review Process***

When an officer disagrees with a performance appraisal rating, the officer may file a grievance as specified under Article 7 of this Agreement.

***Section 8. Copy of Annual Evaluation***

The officer shall receive a copy of his/her annual evaluation.

## **ARTICLE 16. DISCIPLINARY ACTIONS**

### ***Section 1. Definition***

The term "disciplinary action" means action taken by Management to correct an officer's deficiencies in conduct. In all cases where an officer reasonably believes that disciplinary action may result against the officer, upon request to have a representative present at questioning, all officers shall be allowed to have a representative of their choice present at any investigative examination by the Agency.

### ***Section 2. Consistent with Laws, Rules, Regulations***

Disciplinary actions taken by the Agency against officers shall be consistent with applicable laws, rules and regulations and will be taken only for just cause and will promote the efficiency of the service. In disciplinary actions taken by the Agency under the provisions of 5 CFR 752, the burden of proof shall be on the Agency to show that the action is supported by a preponderance of the evidence. Management will make every effort to administer discipline in a timely manner.

### ***Section 3. Progressive Discipline***

Management shall follow an appropriate progressive disciplinary process. A progressive disciplinary process may begin at orally admonishing by a supervisor with the officer to explore the source of any difficulty and to suggest constructive ways to overcome such difficulty. The process may then lead to letters of warning, letters of reprimand, suspensions, and/or removal. Serious offenses may be cause for severe actions, including removal, irrespective of whether previous discipline had been taken against the officer. Counseling whether formal or informal will not be considered disciplinary in nature.

### ***Section 4. Actions***

The following actions are considered disciplinary in nature:

A. Oral Admonishment - An oral admonishment is an interview between a supervisor and an officer intended to remedy a matter of concern. This interview is conducted with a high degree of flexibility and has no procedural requirements and no prescribed format. It is distinguished from oral counseling in that counseling is non-disciplinary in nature. The supervisor will make it clear to the officer that the interview constitutes an oral admonishment and that it is intended and conveyed as a penalty.

B. Letter of Warning - A letter of warning is issued to inform an officer of deficiencies in conduct. A copy of the letter shall be placed in the officer's Work File Folder. Letters of warning will be removed from the files after 1 year. A removed or withdrawn letter of warning may not be used to

support future charges. A letter of warning may be grieved through the negotiated grievance procedure.

C. Letter of Reprimand - A letter of reprimand is a written notice advising an officer of a conduct problem and strongly recommends that such conduct or behavior be corrected. A copy of this letter becomes part of the officer's Official Personnel File (OPF) and may be used to support other disciplinary or adverse actions. A removed or withdrawn reprimand may not be used to support future charges. A letter of reprimand may be grieved through the negotiated grievance procedure.

D. *Suspensions for 14 days or less:*

1. When Management proposes to take disciplinary action under the provisions of 5 CFR 752 A and B for a suspension of 14 days or less, the Officer shall receive a written proposal of disciplinary action. This proposal shall include the following information:

- a. The specific reasons for the proposed action including an explanation of the prospective penalty.
- b. A statement of the right to be represented by a representative of the officer's choice.
- c. A statement that the officer shall be allowed a reasonable amount of official time as determined by Management to review the official file and to prepare a response.
- d. A copy of the official file including any exculpatory evidence.
- e. An officer will be given 14 days from the date of the receipt of all materials to reply to the charges.
- f. A reply in person is an opportunity for the officer and a representative to provide explanation to the deciding official or his/her designee of why the proposed action should not be taken. It may consist of the officer's denial of the charges or a submission of affidavits or documentary evidence to controvert the charges or lessen the seriousness of the charges.
- g. If the officer's representative is not a member of the Force, the Union shall be given the opportunity to have one representative present at the oral reply. The oral reply shall be scheduled at a time that meets the needs of the officer and Management. If the Union-designated representative is unable to attend this scheduled meeting, a delay in the oral reply shall not be made. This Union representative shall be on official time if otherwise in a duty status. The Union representative may request that his/her tour of duty be changed to permit attendance during duty hours in accordance with provisions of the Union Representatives Article. The officer-

designated representative shall be the spokesperson at the meeting and the Union-appointed representative shall have the opportunity to offer the views of the Union at an appropriate time.

2. The officer shall notify the assigned Employee and Labor Relations representative in writing, of the name, address and telephone number of the officer's representative and permission to review all files. In the absence of such prior written notification, verbal communication from the officer shall be acceptable.
3. After a final decision has been issued, the officer, if not satisfied with the result, may further contest the disciplinary matter via the Grievance Procedure.
4. Following the officer's reply to the charges, or upon expiration of the 14 day time limits the officer chooses not to answer, the officer shall receive a written notice of decision. The written decision will include rights and the appropriate procedure for appeal. The appeal of a suspension taken under the provisions of 5 CFR 752 A and B is through the negotiated grievance procedure.
5. The Agency shall give as much advance notice of the effective date of a suspension as is reasonable.

#### ***Section 5. Truth Detection Devices***

No mechanical truth detection devices of any type will be used in disciplinary investigations.

## **ARTICLE 17. ADVERSE ACTIONS**

### ***Section 1. Definition of Adverse Action***

Actions covered under this Article are Removals, Suspensions of over 14 days, Reductions in grade and pay, and Furloughs Without Pay as defined in the Office of Personnel Management regulations, 5 CFR 752 C and D and 5 CFR 432. Adverse Actions shall be taken in a timely manner.

### ***Section 2. Efficiency of the Service***

An adverse action will be taken only for such cause as will promote the efficiency of the Service. In cases of an adverse action based on unacceptable performance, the action will be supported by substantial evidence and in all other adverse action cases; the action will be supported by preponderance of the evidence as required by the Civil Service Reform Act. An officer will be given 30 days advance written notice prior to an action being taken. The notice of proposed action shall state the reasons, specifically and in detail, for the proposed action and shall include a copy of the official file including any exculpatory evidence. An officer will be given 14 days from the date of the receipt of the proposal to reply to the charges. Officers may request an extension of time for sufficient reasons.

### ***Section 3. Appeal Rights***

In accordance with applicable regulations, an officer against whom an adverse action is taken is entitled to appeal to the Merit Systems Protection Board or the officer may elect to file an appeal under the negotiated grievance procedure as described in the Article entitled "Arbitration". One or the other of these methods of appeal may be used, but not both, and once made the decision is irrevocable. An appeal with the Merit Systems Protection Board must be filed within 30 days of the effective date of the adverse action. A proceeding under the negotiated grievance procedure must be filed within 14 days.

## **ARTICLE 18. TRAINING**

### ***Section 1. Purpose***

The Union and Agency agree to encourage officers to take advantage of training and educational opportunities that will add to skills and qualifications needed to increase their efficiency in the performance of their duties.

### ***Section 2. Training Procedures***

The Agency agrees to meet and confer on policies and procedures relating to training and career development during meetings of the Labor Management Committee (LMC).

### ***Section 3. Notification to Officers***

Officers will be given advanced notice in writing of their selection for a training program for which they have applied when conditions permit.

### ***Section 4. Agency Required Training***

For Agency required training, the Agency will make an effort to ensure that officers will not be required to travel to training courses on their days off. If the officer is required to travel on their day off, then they will receive compensation in accordance with normal overtime and compensatory time regulations.

### ***Section 5. Adjustment of Shift for Agency Required Training***

For Agency required training, every effort will be made to adjust shift workers hours to preclude officers working double shifts. If this cannot be accomplished, officers will be compensated in accordance with applicable pay regulations.

### ***Section 6. Publication of Training Opportunities***

The Agency agrees to publicize training opportunities per NIH Police Directives. Employees are encouraged to bring training opportunities to the attention of management that would be beneficial to the police division. Officers will be selected for training by the Agency based on needs of the organization.

### ***Section 7. Training Records***

Employees will be allowed to request a copy of their training records from the NIH Police Division Training Coordinator as needed.

### ***Section 8. Outside Training***

The Employer agrees that if an employee in the bargaining unit wishes to take college courses that are related to his/her work and career development, the Branch may reimburse the employee based on the following conditions: availability of funds; the employee must maintain passing grades with a minimum of a "c" or equivalent grade; the employer must approve the selection of the training institution and course of instruction in advance; and payments would be limited to all or parts of the tuition, books and fees.

If availability of funds is short due to budgetary constraints (budget cuts), then officers with seniority will receive approval of their course requests prior to officers less senior than to them. This will assist with retention of current officers and improve their career development within the Division of Police. All reimbursement or repayment of educational expenses shall conform with the rules, laws, and regulations of the United States government, including but not limited to 5 USC 4101 et. seq., 5 CFR 213.3202 (b) (17); 5 USC 5379; 5 CFR 537; 5 USC 2105. If an officer's request is denied, management will provide a timely reason for denial.

### ***Section 9. Student Loan Program***

Officers may also participate in the NIH Student Loan Repayment program.

## **ARTICLE 19. OCCUPATIONAL SAFETY AND HEALTH**

### ***Section 1. Maintaining Safe Working Conditions***

The Agency shall make reasonable effort to provide and maintain safe working conditions and industrial health protection for employees by using recognized OSHA standards. The Union shall cooperate by instructing and encouraging members of the unit to observe safety precautions and to work in a safe manner.

### ***Section 2. Safety and Health Inspections***

It is recognized that each employee has a primary responsibility for his/her safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. It is also recognized that the need for disciplinary action should be considered if an employee violates safety rules and safe practices. In the course of performing their normally assigned work, shop stewards will be alert to observe unsafe conditions and practices in their immediate areas, which represent safety and health hazards. In addition, the shop steward upon notification by the Agency may participate in all formal safety and health inspections conducted by the NIH Division of Security and Emergency Response. The Union can bring urgent safety issues to management's attention at any time. Other safety issues not requiring immediate attention shall be discussed at Labor Management Committee meetings.

### ***Section 3. Training Needs***

In addition to the regular training given an employee concerning methods of performing the various tasks of his/her position and the materials and equipment to be used, the Union and Management will collaborate in assessing hazardous training needed, identify hazardous conditions and assess the need for training and equipment.

### ***Section 4. Occupational Illness/Injury***

Employees who sustain an injury or contract an occupational illness while in the performance of duties, will immediately notify the Emergency Communication Center (ECC) and a supervisor, unless physically unable.

### ***Section 5. Relief Periods***

The Agency agrees to provide, whenever possible, brief relief periods for officers during civil disturbances, sit-ins, or other disruptive situations or emergency situations (examples are: reasonable breaks for bathroom, food, drink, etc.) The Agency further agrees to provide, whenever possible, brief relief for officers on traffic detail during severe inclement weather.

### **Section 6. Training in Police Procedures**

In order to prepare the NIH Police to perform assigned duties as Police Officers, the Agency will determine and provide mandatory training in proper police procedures including the safe handling of service weapons, as well as gas masks, riot gear, and any other equipment that is regularly used by officers. The Agency agrees to ensure training for officers prescribed by OSHA regulations.

### **Section 7. Arming Officers**

All officers in uniform and assigned to police duty shall be armed. Officers shall comply with the provisions of the (H.R. 218/S. 253) Law Enforcement Officers Safety Act of 2004.

### **Section 8. Smoking**

The Union and Agency agree to abide by the October 5, 2010 decision of the Federal Service Impasses Panel Case No. 10 FSIP 87. All bargaining unit employees hired after October 5, 2010, shall be subject to the Tobacco Free Policy NIH implemented on October 1, 2008. All bargaining unit employees hired before October 5, 2010 will be allowed to smoke on campus however must adhere to the following rules:

- A. No Smoking in Government Buildings and vehicles
- B. No smoking within 25 feet of building entrances and 50 feet of Hospital entrances.
- C. No smoking near building air intakes.
- D. Members will still be able to use smokeless tobacco products.
- E. Members will still be able to smoke in their privately owned vehicles while on NIH government property.

**ARTICLE 20.            EQUAL OPPORTUNITY**

Both parties agree to actively promote the goal of equal employment opportunities without regard to race, color, national origin, sex, age, marital status, creed, handicap, political affiliation, or membership in a labor organization, to include the Union.

**ARTICLE 21. WORKERS' COMPENSATION and DISABILITY CLAIMS**

All workers' compensation and disability claims shall be processed in accordance with law, rule, and regulation. Workers' compensation claims are handled by the office of Occupational Medical Services (OMS).

**ARTICLE 22. EMPLOYEE ASSISTANCE PROGRAM**

This program is designed to assist officers and their families with personal and professional issues.

## **ARTICLE 23.        REDUCTION IN FORCE**

### ***Section 1.    RIF***

Reduction in force shall be governed by applicable statutes, Office of Personnel Management FPM 351 regulations, and Department of Health and Human Services directives.

### ***Section 2.    Notification***

It is agreed that the Agency will notify the Union Chairman immediately of impending reduction in force activity in the Division. The view of the Union concerning the reduction in force may be taken into consideration prior to implementation.

### ***Section 3.    Specific Notice***

In the event of a reduction in force, the affected officers will be furnished a specific notice of the reduction in force decision, including when, where, and the size of the reduction in force if known to management.

### ***Section 4.    Re-employment priority***

Any career or career-conditional officer who is separated as a result of reduction in force, and who has not declined placement in an equivalent representative rating to the position held, upon request, shall be placed on the re-employment priority list, and such officers shall be given preference for re-employment in accordance with applicable regulations.

### ***Section 5.    Appeals***

The appeal procedure for reduction in force actions shall be through the Merit Systems Protection Board.

## **ARTICLE 24.        CONTRACTING OUT**

### ***Section 1.    Contracting out***

It is the right of the Agency to make determinations with respect to contracting out, to determine the personnel by whom operations shall be conducted, and to determine the technology of performing work. The Agency agrees to abide by all laws, rules and regulations of the OPM and OMB, as well as Department policy in effect at the time with respect to contract activities.

### ***Section 2.    Notification***

The Agency agrees to notify the Union Chairman in a timely manner if a decision is made to contract out or change the work technology that would result in the abolishment of positions currently staffed by officers in the bargaining unit. The Agency will meet, upon request, with the Union Chairman to address issues for bargaining as obligated by law.

## **ARTICLE 25. PERSONNEL INFORMATION**

### ***Section 1. Officer Records***

The following are the personnel files /folders that are covered under this Article:

- A. Supervisory and Management Folders: Maintained by the officer's immediate supervisor.
- B. Employee Relations Folders: Maintained by the NIH Police Personnel / Human Resources Branch, and Administrative Officers.
- C. Official Personnel Folder (OPF) or Electronic Official Personnel Folders (EOPF): Maintained by the NIH Human Resources Branch Division of Personnel.
- D. Supervisors shall inform officers when negative information is placed in his/her supervisory folder. Officers shall be afforded the opportunity to respond in writing to information contained in their Supervisory Folder.

### ***Section 2. EOPF/OPF***

Each officer and/or his/her designated representative have the right to review their OPF/EOPF. Officers are able to access EOPF via the internet and make copies of document. Letters of reprimand will be removed from the OPF/EOPF after 2 years unless used to substantiate subsequent disciplinary actions.

### ***Section 3. Work Files***

Work files are kept in the Chief's office in a locked cabinet. Officers may request to view their own file and request copies of the file.

### ***Section 4. OPF contents***

Contents of Official Personnel Files: Material will be filed in the OPF in compliance with applicable rules and regulations of the Office of Personnel Management. OPF's will be maintained in accordance with applicable Privacy Act requirements.

## **ARTICLE 26. FACILITIES, UNIFORMS, AND EQUIPMENT**

### ***Section 1. Locker***

The Agency shall provide larger lockers or two (2) lockers if space becomes available from what we have now for uniforms in daily use as well as special equipment storage, to include crowd control equipment, boots, shield, riot sticks, gas mask and separate file storage space for each Bargaining Unit member.

### ***Section 2. Uniform Cleaning***

The Agency agrees to pay for dry cleaning and alterations of uniforms and for necessary uniform replacements when the replacement is not due to negligence or abuse. This portion includes detectives on Executive Protection and Plain Clothes detail officers. Officers working short term plain clothes details may submit an email request to their Commander to have their working plain clothes cleaned. All requests shall be decided on a case by case basis.

### ***Section 3. Feasibility Study***

NIH may conduct a feasibility study to construct a separate Division of Police facility on the NIH Campus in Bethesda.

### ***Section 4. Footwear***

Two (2) pairs of footwear will be issued to each officer; either boots or shoes or one of each. Officers may request replacement of foot apparel with approval of his supervisor if equipment becomes unserviceable.

### ***Section 5. Battle Dress Uniform***

All officers will be issued one (1) set of Blue BDUs. These BDU's will be used for training purposes.

**ARTICLE 27.           CIVIC RESPONSIBILITIES**

The Union agrees to cooperate with the Agency in voluntary charity programs, i.e., Combined Federal Campaign, Blood Donor Program, etc... Officers will receive up to four (4) hours of duty time for donating blood or platelets as determined by Management.

**ARTICLE 28.           DISCLOSURES OF FINANCES**

No officer shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his/her property, income assets, source of income, debts, or personal or domestic expenditures (including those of any member of his/her family or household) unless such information is obtained in accordance with applicable law, rule, or regulation.

## **ARTICLE 29. MISCELLANEOUS PROVISIONS**

### ***Section 1. Parking 3<sup>rd</sup> Relief***

Reserved Parking for NIH Police officer's on the 3<sup>rd</sup> Relief (2 p.m. to 10:30 p.m.) will receive red parking stickers for their private vehicles which will allow them to park in reserved red spaces. Upon approval from the supervisor, an officer may move their vehicle, during their tour of duty, to a parking space closer to the DP offices.

### ***Section 2. First Aid Kits***

First Aid Kits will be maintained in all patrol/K-9 vehicles. NIH Police Officers are certified in CPR and with the use of an AED. Agency will furnish the First Aid Kits and a portable AED (if available) to be placed in the trunks of all NIH patrol vehicles to take to firearms training.

### ***Section 3. Lock Box***

Agency will provide and maintain lock boxes that are physically located within the DP for off-duty firearms carried by officers as provided by the Law Enforcement Officers' Safety Act (H.R. 218/S. 253) signed into law July 22, 2004.

### ***Section 4. Officer Assistance***

The Agency agrees that, in the event of a member of the bargaining unit being killed in the line of duty, an officer or officers may be assigned to the family/survivors of the deceased to assist in whatever manner is necessary.

### ***Section 5. Retired NIH DP Officer Credentials***

All officers who retire in good standing from the Agency shall be issued photo credentials along with the appropriate NIH Police retirement badge.

### ***Section 6. Prior Memorandums of Understanding(MOUs)/Agreements***

All prior MOUs and Agreements between the Management and Union are terminated at the date of the signing of this new contract.

**ARTICLE 30.            DISTRIBUTION OF CONTRACT**

This Contract shall be available on the NIH Web for each officer and to new officers. Officers may print a copy or make a copy of an already printed copy of the contract while on duty.

## **ARTICLE 31. DURATION OF THE CONTRACT**

### ***Section 1. Effective Date***

The effective date and the anniversary date of this Contract shall be the date of approval by the Agency Head. This Contract will expire on the fourth (4<sup>th</sup>) year anniversary date. It shall be automatically renewed for successive periods of 1 year, unless either party gives written notice to the other of its desire to renegotiate the Contract. The written notice must be given at least 30 days prior to the expiration of the anniversary date. The other party promptly upon receipt must acknowledge the notice. Upon notice being given of intent to renegotiate, the Contract and amendments shall remain in effect until a new Contract is reached.

### ***Section 2. Mid-term Negotiating***

A. During the (4) four year life of this Agreement, the Union or Agency may submit for mid-term negotiations;

1. After (2) two years from the effective date of this Agreement. No more than (4) four new proposals not expressly covered by this Agreement may be submitted by either party.

B. When either party receives a written proposal, a meeting, if necessary, will be scheduled within (10) ten days to review the Union's proposal.

C. Written counter proposals may be submitted within (30) thirty days after the proposal.

D. The Parties will meet at mutually agreeable times and places to conduct negotiations. If the Parties cannot reach agreement, applicable procedures will apply.

### ***Section 3. Amendments***

This Contract will be amended as required to comply with law, court decisions, or regulations, as provided in Article III, Section 2. A written notice of the need to amend the Contract shall be made to the other party and shall be accompanied by specific Contract language proposals. Representatives of the Agency and the Union will meet to negotiate the matter and no changes other than those required shall be considered. Such amendments will become effective upon approval by the Director of Personnel, Office of the Secretary, Department of Health and Human Services.



National Institutes of Health  
Bethesda, Maryland 20892  
Office of Research Services  
Division of Police  
31 Center Drive, MSC 2012  
Building 31, Room B3B12  
Bethesda, Maryland 20892-2012  
301-496-2387(Office)  
301-402-0394(Fax)

**Memorandum of Understanding (MOU)**

**Between**

**Fraternal Order of Police (FOP)**

**National Institutes of Health Police Labor Committee**

**And**

**The National Institutes of Health (NIH)**

**Division of Police (DP)**

The National Institutes of Health, Division of Police (hereinafter referred to as "the Agency"), gave notice to the Chairman of the Fraternal Order of Police, National Institutes of Health Police Labor Committee (hereinafter referred to as the FOP) of its intent to reduce the amount of time vacant positions will be advertised by the Agency.

**Terms:**

In relation to the above-referenced adoption of the Reduced Vacancy Announcement Period, the FOP and the Agency agree to the following:

1. No later than 14 calendar days from the signing of this Memorandum Of Understanding:
  - a. The Agency agrees to advertise future merit promotion announcement for Master Police Officer (GS-08) positions for a minimum of ten (10) business days.
  - b. The Agency agrees to advertise future Police Officer (GS-05/06/07) positions for a minimum of six (6) calendar days.

This Agreement will become effective upon Agency Head Review or on the 31<sup>st</sup> calendar day after execution, whichever comes first.

For the Union:



Chairman, Fraternal Order of Police

Date: 2/1/11

For the Agency:



Director (Chief of Police)  
Division of Police, National Institutes of Health

Date: 2/1/11

February 1, 2010

**NOTICE TO ALL BARGAINING UNIT EMPLOYEES**

Annual Notice of Rights under 5 U.S.C. 7114(a) (2) (B)

5 U.S.C. Chapter 71 gives employees in units represented by an exclusive representative the right to have a representative present at a meeting that involves an examination by a representative of management in connection with an investigation as provided in Section 7114(A) (2) (B) of 5 U.S.C., which states:

“(a) (2) an exclusive representative of an appropriate unit in an agency shall be given the opportunity to be represented at...

(B) any examination of an employee in the unit by a representative of the agency in connection with an investigation if-

(i) the employee reasonably believes that the examination may result in disciplinary action against the employee; and

(ii) the employee requests representation.”

Therefore, as required by Section 7114(a) (3), you are hereby given notice of the right set forth in this provision.

 Chief  
Employee and Labor Relations Branch