

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BUREAU OF ENGRAVING AND PRINTING**

**WESTERN CURRENCY FACILITY**

**AND**

**THE UNITED STATES TREASURY**

**POLICE ASSOCIATION**

**FRATERNAL ORDER OF POLICE, INC.**

**TEXAS LODGE 50**

**2008**

## TABLE OF CONTENTS

Article 1	Parties to the Agreement and Recognition	3
Article 2	Precedents of Law and Regulations	4
Article 3	FOP Representational Rights	4
Article 4	Officer Rights	6
Article 5	Management's Rights	10
Article 6	Facilities, Equipment & Services	11
Article 7	Official Time	12
Article 8	Dues Withholding	14
Article 9	Union/Inspector Meetings	16
Article 10	Seniority	16
Article 11	Changes in Conditions of Employment / Union Initiated Mid-Term Bargaining	17
Article 12	Work Assignments	18
Article 13	Locker Rooms/Shower	19
Article 14	Officer Records	20
Article 15	Position Descriptions	22
Article 16	Merit Employment and Promotions	23
Article 17	Affirmative Action	23
Article 18	Performance Evaluation	24
Article 19	Training and Development	25
Article 20	Hours of Work & Overtime	26
Article 21	Holidays	31
Article 22	Details & Temporary Promotions	32
Article 23	Leave	32
Article 24	Health & Safety	37
Article 25	Officers' Obligation during Severe Conditions	39
Article 26	Injury Compensation	40
Article 27	Temporarily Disabled Officers	41
Article 28	Acquired Immune Deficiency Syndrome	42
Article 29	Contracting Out	43
Article 30	Reduction in Force	44
Article 31	Reorganizations	47
Article 32	Food Service	48
Article 33	Health Services	48
Article 34	Substance Testing	49
Article 35	Administrative Investigations	50
Article 36	Disciplinary/Adverse Actions	52
Article 37	Last Chance Agreements	54
Article 38	Use of Force	55
Article 39	Critical Incident Stress Debriefing	56
Article 40	Pay	56
Article 41	Suggestions & Awards	57
Article 42	Travel	57
Article 43	Retirement	58
Article 44	Uniforms & Equipment	59
Article 45	Public Tour Police	60
Article 46	Outside Employment	63
Article 47	Grievance Procedures	64
Article 48	Arbitration Procedures	67
Article 49	Strikes	71
Article 50	Duration & Effect	71

## ARTICLE 1

### PARTIES TO THE AGREEMENT & RECOGNITION

#### **Section 01.01 Parties**

This Agreement is made by and between the U.S. Treasury Police Association Fraternal Order of Police, Texas Lodge 50, Inc. (hereinafter the "Union" and/or the "FOP") and the Bureau of Engraving and Printing, Western Currency Facility (hereinafter the "Employer" and/or the "BEP" or "Bureau"). The Union and the Employer are known collectively herein as the "Parties".

#### **Section 01.02 Exclusive Recognition**

The Employer recognizes the Union as the exclusive bargaining representative of all police officers employed by the Bureau of Engraving and Printing (BEP), Western Currency Facility (WCF), Fort Worth, Texas designated as TR-083, excluding all management officials, supervisors, professional officers, and officers described in 5 USC 7112(b) (2), (3), (4), (6) and (7) as certified by the Federal Labor Relations Authority in Case No. DA-RP-60046.

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

#### **Section 01.03 Officers**

For the purposes of this agreement, the term "officer(s)" refers to all officers of the police force as identified in Section 01.02.

#### **Section 01.04 Employer**

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

#### **Section 01.05 Gender**

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

#### **Section 01.06 Previous Agreements**

Any and all agreements (verbal or written), memorandum of understanding, unless incorporated herein, are null and void with the ratification of the Agreement.

#### **Section 01.07 Equitable Applications of Rules & Regulations**

The Employer has determined it will apply its rules, regulations, directives and orders in a fair and equitable manner among similarly situated individuals.

## ARTICLE 2

### PRECEDENCE OF LAW AND REGULATIONS

#### **Section 02.01           Order of Precedence**

In the administration of all matters covered by this Agreement, all management officials, the FOP and officers are governed by existing or future laws, government-wide regulations and Employer rules or regulations in effect upon the implementation date of this Agreement. However, in any conflict between the terms of this Agreement and any of the provisions of any Employer rule, regulation, policy or procedure, the terms of the Agreement will govern.

#### **Section 02.02           Severability**

Should any part of this Agreement, or any provision(s) contained herein, be rendered or declared invalid, the invalidation of such provisions(s) of this Agreement shall not invalidate those unaffected portions(s) or provision(s) contained in this Agreement and they shall remain in full force and effect. Specific affected portions may be reopened for negotiations by written notice from either party within thirty (30) days of such declaration. If no action is taken, no negotiations will be required and the appropriate change may take place.

#### **Section 02.03           Calendar Days**

Unless otherwise provided for under applicable statute or regulation, the word "days" refers to calendar days.

## ARTICLE 3

### FOP REPRESENTATIONAL RIGHTS

#### **Section 03.01           Preservation of Rights**

The FOP retains all rights as the exclusive representative under Title 5 of the US Code, Sections 7101-7135, and all other law, rule or regulation, not in conflict with the terms of this Agreement.

#### **Section 03.02           FOP President**

The parties agree that for the term of this Agreement the FOP President or FOP Vice President will be assigned to the day shift. The President and Vice President have the authority to act on behalf of the Union.

#### **Section 03.03           Non-Officer Union Representatives**

The FOP, as the exclusive representative, may be represented by counsel, state or national representatives, during any process of negotiations, interpretation or application of any provision of the Agreement. The Employer recognizes non-officer representatives may be admitted to the Employer's facilities upon advance written notice at mutually agreed upon times during working hours. These visits will be governed by the Employer's security and visitor access regulations.

#### **Section 03.04            Access to Regulations**

The FOP will have access to Employer rules and regulations that affect the working conditions of bargaining unit officers. The Employer shall provide access, during office hours, to copies of published directives, manuals, or other publications, which it maintains.

#### **Section 03.05            Other Representational Matters**

The FOP agrees to support the Employer in educating bargaining unit members on their responsibilities with respect to BEP Officer's Handbook, Treasury Department Standards of Conduct and/or such other policies as may be appropriate. The Employer agrees to inform the Union of the time and dates of any new officer orientations. The FOP will be allowed on the first day of that orientation to provide up to a twenty-minute presentation on the Union. The Union may also distribute literature and SF-1187's to new officers during non-duty times in the canteen, ready room or other identified designated break areas.

#### **Section 03.06            Written Designation of Representatives**

The Employer agrees to meet and deal with the elected officer of the FOP or other official designees for representational purposes. The FOP will designate, in writing, the appropriate union officials when it undertakes the representation of a bargaining unit officer. The Employer shall meet at least quarterly at the Employer's location to discuss possible matters of concern affecting working conditions of employment or other matters of mutual interest. The Employer agrees that other meetings may be appropriate in the interest of the parties, and will be arranged as appropriate.

#### **Section 03.07            Numbers of Union Officials**

The Employer agrees to recognize the President, Vice President, Treasurer and Recording Secretary as the elected officials of the Union. The Employer agrees to recognize one (1) steward and one (1) alternate steward for each shift and one steward and one alternate steward from the public tour police unit when properly notified of those assignments.

#### **Section 03.08            Details of Union Officials**

The Employer agrees that when it is necessary to detail or reassign a steward from one tour of duty to another for a period of more than two (2) weeks, the FOP President will be notified in writing one week in advance of the change for the purpose of allowing FOP the opportunity to designate an alternate Steward for the shift. In emergency situations, the Employer will notify the FOP President as soon as practicable.

#### **Section 03.09            Union Documents in the Workplace**

FOP officials and representatives may bring contract or grievance related material to the workplace, to be kept in his locker or Union Office for timely member assistance as required, in addition, the Employer agrees to provide a repository in the Police ready room for FOP forms. All members may carry on their person, the current negotiated bargaining agreement. No internal FOP business will be conducted on duty time.

### **Section 03.10 Working Condition Meetings**

Meetings for the purpose of reviewing or enhancing bargaining unit working conditions or personnel regulations or procedures will be comprised of management representatives selected by management and union representatives selected by the Union, workload permitting. These groups may also contain other bargaining unit members at the election of management. Union representatives will represent and have authority to commit the Union to the resolution of issues. Management representatives will represent and have authority to commit management to the resolution of issues. Bargaining unit members not identified by the Union as representatives will have no authority to commit either party to the resolution of issues. Under these circumstances, Union representatives are not normally subject to disciplinary action solely because they are carrying out their representational duties, and they may not receive performance ratings or be rewarded in any manner for their participation on the work group. When the parties reach agreement through working condition meetings, the union agrees it will waive its rights to bargain the impact and implementation.

## **ARTICLE 4**

### **OFFICERS' RIGHTS**

#### **Section 04.01 Statutory Rights**

Each officer has the right to join, or assist the Union, or refrain from such activity, freely and without fear of penalty or reprisal, and each officer will be protected in the exercise of this right. Except as otherwise provided in 5 USC Chapter 71, such right includes the right:

- to act for a labor organization in the capacity of a representative and the right in that capacity, to present the views of the labor organization to the Western Currency Facility management, the Congress, or other appropriate authorities; and

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

#### **Section 04.02 Personal Rights**

All officers will be treated fairly and equitably in all aspects of personnel management, without regard to race, color, religion, national origin, sex, age or disabling condition and with proper regard and protection of their privacy and constitutional rights.

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

- The Employer agrees to annually inform the officers of their rights under 5 USC 7114(a)(2)(B).

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

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

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

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

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

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

-The Employer will provide retirement planning information to officers who are within twelve (12) months of retirement eligibility. Such information may include, but is not limited to, retirement materials, health information, life and medical insurance counseling, elder care assistance, and legal services counseling.

#### **Section 04.03            Right to Meet with Union Representative**

Officers have the right to meet with and discuss problems or potential grievances with a FOP representative on duty time. This procedure will be used for short periods of discussion and BEP Form 2448, Duty Time for Representational Activities, is not required.

-The officer must contact the Command Center Desk Sergeant and request the meeting.

-The Desk Sergeant will make every reasonable effort consistent with workload requirements to allow the meeting and will inform both the officer and the FOP representative of the meeting time.

-Both the officer and the FOP representative must be relieved from fixed posts and placed on emergency status.

-Both the officer and the FOP representative must maintain radio contact with the Command Center and are subject to dispatch if necessary.

-Both the officer and the FOP representative must contact the Desk Sergeant when the meeting is completed or as instructed by the Desk Sergeant.

-Officers utilizing this process will not have their requests unreasonably denied by management.

#### **Section 04.04            Salary Payment**

The Employer will make a reasonable effort to ensure that officers receive their salary payment on the established payday, Thursday of every other week. Officers are responsible for reviewing their earnings and leave statements and notifying their supervisors of any unexplained changes.

-When an officer's salary is not received on the established payday, the officer should notify the Human Resources Operations Branch immediately. The Human Resources Operations Branch will take the steps necessary to expedite a second payment. Normally, electronic payment can be accomplished within the same pay period.

-Upon notification by the affected officer of an error in premium pay, holiday pay, and/or overtime, the timekeeper, after verification and certification, will submit a corrected time sheet in the next transmission period after discovery of the error, so that the retroactive monies can be in the paycheck for that pay period.

-Retroactive pay adjustments for two (2) or more pay periods for any reason will be computed and processed as soon as possible, normally within thirty (30) days.

#### **Section 04.05 Voluntary Activities**

The parties agree that officer participation in the Combined Federal Campaign, Blood Donor Drives, Bond Campaigns and other worthy projects will be on a voluntary basis. The Employer will not require or coerce officers to invest their money, donate to charity or participate in these activities. This does not preclude giving general publicity and encouragement to officers to contribute. Participation or nonparticipation will not advantage or disadvantage officers.

#### **Section 04.06 Disclosures**

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

#### **Section 04.07 Employer Office Contacts**

Officers may be permitted, after receiving supervisory approval, to contact the following officials or offices:

- Union representatives
- Human Resources representatives
- Equal Employment Opportunity Counselors
- Immediate supervisor's superiors, utilizing the chain of command
- Health Clinic
- BEP internal service offices

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

**Section 04.08            Financial Debts**

In the event of a dispute between an officer and a private individual or entity with respect to an alleged debt or financial obligation, where the debt has not been reduced to a judgment by a court of competent jurisdiction, the Employer will not take action to collect the debt. This provision is not intended to preclude the Employer from making legitimate inquires of debt as part of an officer's suitability investigation.

**Section 04.09            Personal Life**

The Employer recognizes an officer's right of privacy with regard to conduct off duty and off Employer's premises as long as there is not a nexus between that conduct and the officer's continued suitability as a police officer.

**Section 04.10            Notary Services**

Officers may avail themselves of any notary services available to other employees in the Facility.

**Section 04.11            Past Practice**

Past Practice established by the parties prior to this Agreement are void unless specifically reaffirmed by the Agreement. Past practices are bargaining unit member conditions of employment which over an extended period were consistently exercised, recognized by both parties and which the other party has sought to diminish or discontinue. Past practices may not conflict with law, Government-wide regulation or Employer policy. Nothing in this Section diminishes the Employer's rights under 5 USC 7106 or as enumerated in Article 5 of this Agreement.

**Section 04.12            Officers' Investigative Rights**

Officers have a duty to testify, provide evidence in official investigations, or respond to questions or requests for evidence when directed by competent authority, when such questions pertain directly, narrowly and specifically to their performance and conduct as a Police Officer or their continued fitness to be a Police Officer. No Police Officer will be directed to waive any rights provided by law.

The Employer recognizes the rights of an employee to have a FOP representative present at any examination, discussion or interview involving such officer, if the officer reasonably believes that the examination or interview may result in a disciplinary action against him and the officer requests such representation.

During certain administrative investigations of bargaining unit members, management will permit, upon request by the Union, more than one representative where the named representative is performing representation via telephone and cannot visually observe the officer represented or the management officials questioning the officer. Under these limited circumstances another representative chosen by the Union may be present with the questioned officer, but may not advocate for the officer or interrupt the proceedings.

**Section 04.13            Formal Discussions**

Formal discussions are meetings between at least one management official and at least one bargaining unit member in a formal setting where the topics embrace personnel practices or working conditions of the bargaining unit. The Employer will provide notice to the Union official identified to receive such notice of the time, date and place of the formal discussion and where practicable provide the topics to be discussed. The Union will be given the opportunity to be present and represent the view of the bargaining unit at the meeting.

**Section 04.14            Other Representational Matters**

The parties agree that police officers will be of high moral character and must uphold the laws and regulations, which affect the BEP workplace. Each officer is held to a high standard of conduct. Police officers are required to promptly report their factual knowledge of the actions of others that would affect the security of the Employer's products and personnel. Police officers will cooperate with the investigation of any BEP officer.

**Section 04.15            Dress Uniform**

The Employer agrees to consider a request and authorize as appropriate, A Police officer to wear his full dress uniform to a function deemed appropriate by the Employer.

**ARTICLE 5**

**MANAGEMENT RIGHTS**

**Section 05.01            Statutory Rights (5 USC 7106)**

Nothing shall affect the authority of any management official of the Employer to:

- determine the mission, budget, organization, number of officers, and internal security practices of the Employer;
- and in accordance with applicable laws;
- to hire, assign, direct, layoff, and retain officers in the Bureau, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such officers; assign work, to make determinations with respect to contracting out, and to determine the personnel by which Employer's operations shall be conducted;
- with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion; or any other appropriate source; and to take whatever actions may be necessary to carry out the Employer's mission during emergencies.

Nothing in this Section shall preclude any Employer and any labor organization from negotiating

-at the election of the Employer, on the numbers, types, and grades of officers or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

-procedures which management officials of the Employer will observe in exercising any authority under this Section; or

-appropriate arrangements for officers adversely affected by the exercise of any authority under this Section by such management officials.

#### **Section 05.02            Designation of Representative**

The Employer is entitled to a written designation of representative on each occasion in which the officer seeks to exercise his right to a representative under the terms of the Agreement or under the Statute, whether the matter pertain to a grievance, other appeal, requested release of information, or other appropriate matter.

### **ARTICLE 6**

#### **FACILITIES, EQUIPMENT AND SERVICES**

#### **Section 06.01            Union Office**

The parties agree that the FOP will be allowed equal access to the WCF "union" office currently used by other Employee labor unions. The Employer agrees to provide the FOP with a four (4) drawer filing cabinet. The Employer shall ensure that periodic updates of BEP authorized computer word processing programs are accomplished. The FOP president will have access to the BEP intranet and the internet through the BEP provided computers in the "union" office.

#### **Section 06.02            Break Room**

A break room for unit officers will continue to be provided with space for a refrigerator, microwave oven, a sink and furniture. Bottled water may be provided, as determined necessary by the Employer on remote or external posts such as the front gate.

#### **Section 06.03            Bulletin Boards**

The Employer will provide a bulletin board in the hallway outside the ready room for posting of Union materials. A locking cover may be installed on the Union bulletin board. When a dispute arises over materials on bulletin boards, such disputes will be referred to the President of the Union and the WCF Employee and Labor Management Relations Staff (ELMRS). If not resolved, the disputed material will be removed and the matter may be addressed through the arbitration on an expedited basis or the unfair labor practice procedures, but not both.

#### **Section 06.04            Use of Photocopying Equipment**

The Union's duly designated representatives may be given reasonable access to photocopy machines for the purposes of conducting labor relations business regarding grievances and other representational matters after securing management's permission.

**Section 06.05           Telephones**

When officers are held over to perform official duties, the Employer will permit the officer to notify his/her home via government telephone. Government telephone lines will not be used to conduct internal Union business or to make long distance telephone calls.

**Section 06.06           Distribution Slots**

The Employer agrees to provide officers with distribution slots. The Union or any of its representatives may distribute union material to officers in non-work areas if they and the officers are not on duty. Each officer is responsible for removing correspondence as soon as feasible and keeping the distribution slot clear of all personal documents and other items.

**Section 06.07           Consolidated Command Center/Locker Rooms/Showers**

In the design and construction of any new command center, the Employer will keep officers, including the Union, informed about the project throughout the process.

**Section 06.08           Meeting Space**

When a Union representative is performing representational duties, under this Agreement, the Employer shall make every reasonable effort to provide meeting space which will provide some measure of privacy.

**Section 06.09           Firearms Range**

The parties recognize the importance of proficiency in the use of firearms. As a result, the Employer agrees to keep the firearms range open as much as possible, consistent with available range officers and operational needs. The Employer will provide officers with the safety equipment it deems appropriate (e.g. shooting glasses and hearing protection) for use on the range. After initial weapons(s) qualification required of new officers by the Employer upon reporting for duty, in accordance with regulation and/or policy, mandatory qualifications with the duty weapons(s) will occur at intervals deemed appropriate by the Employer.

**Section 06.10           Printing of the Agreement**

The Employer will print this Agreement in a booklet form and distribute a pocket sized copy to each officer in the unit. The Employer will also provide twenty-five (25) pocket sized copies to the Union. The Employer will provide the Union with a data file of the Agreement in 8/11.5 *Word* format.

**ARTICLE 7**

**OFFICIAL TIME**

**Section 07.01           Representational Functions**

Official time may be used for the following activities:

- Discussing complaints, grievances and appeals with officers and other Union officials.
- Preparing and presenting grievances and appeals on behalf of officers.

-Attending meetings with supervisors and management officials to discuss grievances and appeals.

-Representing officers in grievances and appeal proceedings; and proceedings before the Federal Labor Relations Authority.

-Official time may not be used to conduct internal union business.

#### **Section 07.02            Official Time**

During the term of this agreement, each representative will be permitted an amount of official time that is reasonable to function as an officer representative.

#### **Section 07.03            Accounting for Official Time**

The use of official time will be timely recorded on a form developed by the Employer.

#### **Section 07.04            Requests for Official Time**

An officer recognized as a union representative who desires to perform representational activities will notify his/her supervisor as far in advance as possible. The officer/representative will indicate who will be contacted, what the nature of the contact is, and how much time away from post is anticipated. If operational requirements do not preclude the representative from being relieved the supervisor of the representative will contact the supervisor of the officer to be contacted and inquire if that officer is available to be relieved. If that officer can be relieved from post the representative will be relieved from post. The representative will report to his supervisor when he returns to his assigned duties.

A representative who desires to perform representational activities by telephone will notify the supervisor that he needs to be relieved for such purpose. If the representative is relieved from post he will report back to the supervisor when he returns and furnish documentation of the time used. Representational activities of an extended nature will not be performed on post.

#### **Section 07.05            No Unreasonable Denial**

Although requests for official time may have to be postponed, they will not be unreasonably denied.

#### **Section 07.06            Expeditious Use of Official Time**

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

#### **Section 07.07            Training of Union Representatives**

During the first year of this Agreement, a total of ten (10) union representatives, if so designated, will be authorized to attend up to eight (8) hours of training pertaining specifically to this Agreement by the FOP or other source to be determined by the FOP.

During each year of this agreement, a total of six (6) union representatives, if so designated, will be authorized to attend up to eight (8) hours of training pertaining to labor and officer relations and other related subjects.

During each year of this agreement, the President of the Union, if so designated, will be authorized to attend up to eight (8) hours of training pertaining to labor and officer relations and other related subjects.

The WCF ELMRS will approve each training agenda submitted by the Union for consideration and determine the number of hours of training appropriate. Hours spent in training pertaining to solely internal union matters will not be authorized. Officer attendance is predicated on operations requirements; however management will take reasonable measures to permit the representatives attendance at these training sessions.

Nothing in this Article precludes the Employer from approving additional training hours up the Union's request.

## **ARTICLE 8**

### **DUES WITHHOLDING**

#### **Section 08.01 Authority**

Pursuant to 5 USC 7115, deductions for the payment of union dues will be made from the pay of members in the unit who voluntarily request such dues deduction.

#### **Section 08.02 Collection of Forms/Transmittal**

For the collection of union dues allotment, the Union will use form SF-1187, Request for Payroll Deduction for Labor Organizations. The Union will also be responsible for the proper completion and certification of the forms and for transmitting them to the WCF Employee and Labor Management Relations Staff (ELMRS).

#### **Section 08.03 Forms**

A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion of the SF-1187 and have the appropriate Section completed and signed by an authorized official of the Union who will forward it to WCF ELMRS. The form must be received in the payroll office at least fourteen (14) days prior to the beginning of the pay period in which the deduction is to begin.

#### **Section 08.04 Notification of Suspension of Dues**

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

#### **Section 08.05            Officer Revocation of Dues**

An officer who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of SF-1188 to the WCF ELMRS, provided the officer has been in dues withholding for one (1) year. Upon receipt of the revocation form which has been properly completed and signed by an officer, the WCF ELMRS will discontinue the withholding of dues from the officer's pay effective the first full pay period after receipt of notice of revocation.

There will be only one (1) revocation period each year. The revocation period will be the next full pay period immediately preceding the one year anniversary date from when the dues were initially withheld as recorded in the payroll system. The ELMRS will provide a copy of the SF-1188 at the time the revocation is made effective to the Union.

#### **Section 08.06            Amount of Regular Dues**

The amount of dues to be withheld under this Agreement will be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union if the amount of the regular dues has been changed as provided in Section 08.07 of this Article. A deduction of regular dues will be made every pay period from the pay of an officer who has requested such allotment of dues. It is agreed that no deduction for dues will be made in any pay period for which the officer's net earnings after other deductions are insufficient to cover the full amount of dues.

#### **Section 08.07            Change of Dues Amount by Union**

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

#### **Section 08.08            Issuance of Dues Allotment Check**

The issuance of a check for the total amount of dues deducted each pay period will be processed by the appropriate payroll processing center. Funds will be deposited monthly via electronic funds transfer payable to the BEP WCF FOP Union, as soon as practicable after the close of each pay period.

#### **Section 08.09            Termination of Dues Deduction**

All deductions of dues provided for in this Agreement will be automatically terminated when an officer is separated from Federal Service. When an officer leaves a bargaining unit position either temporarily or because the officer is detailed to a position outside of the bargaining unit for a period exceeding one pay period; or permanently when the officer is assigned to a position outside the bargaining unit, the officer is responsible for notifying the WCF ELMRS and submitting a completed SF-1188, if they desire to no longer have dues deducted from their earnings.

**Section 08.10            Officer Responsibility**

Officers are responsible for ensuring that their dues withholding status is accurately reflected each pay period on the Statement of Earnings and Leave. Officers will, through appropriate channels, notify ELMRS promptly of any errors. Failure or delay by an officer to promptly initiate and actively pursue any such errors may void any claim for waiver of overpayment and may release the Employer and the Union from any obligation to reimburse the officer for dues withheld.

**Section 08.11            Erroneous Payments**

If the Employer makes an erroneous payment to the Union, the Employer will correct the erroneous payment by billing the Union in accordance with payroll processing center rules and regulations directly as soon as practicable from the payment date. After the Employer bills the Union to correct an erroneous payment, the Union will verify that the billing is correct and repay the erroneous payment to the Employer as soon as practicable.

**ARTICLE 9**

**UNION/INSPECTOR MEETING**

**Section 09.01            Meeting**

The Inspector of the WCF Police Force will meet with the Union President at least monthly and more frequently by mutual agreement, to discuss matters involving conditions of employment and other matters of interest to the parties. When the Inspector or the Union President is unavailable, the meeting will be rescheduled to a mutually agreeable time when both will attend.

**Section 09.02            Additional Attendees**

Nothing in this Article precludes the parties from inviting additional attendees to the meetings.

**ARTICLE 10**

**SENIORITY**

**Section 10.01            Definition and Computation**

Seniority by rank is determined by the most recent appointment to a full time, permanent position with the Police Unit, Western Currency Facility. Seniority as defined in this Article will be the determining factor in all customary seniority related circumstances unless otherwise agreed to in writing by the parties. Rank is defined as "Skilled Officers", (TR7/8) and "Probationary Officers" (TR6).

In the event of a tie, all ties will be broken by:

- Total Service Computation Date (SCD).
- Lowest and last digit of the social security number; then second to the last number and so on.

**Section 10.02 Voluntary Details and Reassignments**

An officer who voluntarily resigns, retires or otherwise leaves his/her position in the bargaining unit and accepts an assignment to any permanent or temporary position outside the bargaining unit for more than 120 days will lose all seniority. Seniority will begin upon reassignment to a position within the WCF Police bargaining unit.

**ARTICLE 11**

**CHANGES IN CONDITIONS OF EMPLOYMENT/  
UNION INITIATED MID-TERM BARGAINING**

**Section 11.01 General**

With the exception of changes effected by law, personnel policies, practices and matters affecting working conditions not specifically covered by this agreement, and more than *de minimis*, will not be changed by the Employer without prior notice to and negotiation with the Union. The provisions of this Article also apply to the impact and implementation of changes to operational procedures.

**Section 11.02 Scope**

Matters covered by this Agreement will not be subject to mid-term bargaining, absent mutual consent of the Parties or unless specifically permitted elsewhere in this Agreement. Specific terms of this Agreement may be modified only by mutual consent.

**Section 11.03 Procedures for Employer Initiated Changes**

Should the Employer propose a change described in Section 11.01, it will give advance written notice of the proposed change to the Union. The Union will have up to ten (10) days from receipt of the notice to request a meeting regarding the change. If the Union requests a meeting, the meeting will be held within five (5) days of the Union's request and the Parties will review the proposed change. The Union will then have up to five (5) days to notify the Employer in writing if it wishes to bargain. Should the Union notify the Employer that it does wish to bargain, it will include written proposals at the time of its response. The Parties will meet at a mutually agreeable time and place to conduct negotiations. The Parties agree that every effort will be made to reach agreement as expeditiously as possible. If the Union does not request a meeting or request to bargain within the prescribed time periods, the Employer may implement the change as proposed.

**Section 11.04 Federal Services Impasse Panel (FSIP)**

If, after a good faith effort, the Parties are unable to reach an agreement, either party may submit the dispute for resolution in accordance with the procedures of the Federal Service Impasses Panel.

**Section 11.05            Negotiability Claim**

When the Employer makes a claim of non-negotiability, the Union may request from the Employer a written declaration of non-negotiability. The Union may then pursue its statutory remedies under 5 USC 7101, et. seq. During this period, the Parties will continue to negotiate over those matters, not declared non-negotiable, and still on the table.

Should the Federal Labor Relations Authority, or a court of competent jurisdiction, find the subject proposal negotiable the Parties will negotiate as provided by, and to the extent required by law (5 USC 7101, et. seq.).

**Section 11.06            Union Initiated Mid-Term Proposals**

The Union may initiate up to five (5) bargaining proposals covering personnel policies, practices and matters affecting working conditions not otherwise covered by this Agreement forty-five (45) days before the one year anniversary of this agreement. The Union may initiate up to three (3) bargaining proposals covering personnel policies, practices and matters affecting working conditions not otherwise covered by this Agreement forty-five (45) days before the second anniversary of this agreement.

When the Employer has received a written proposal from the Union a meeting will be scheduled, if necessary, within ten (10) days to review the Union's proposal. The Employer may submit written counterproposals within thirty (30) days of the Union's proposal. The Parties will meet at mutually agreeable times and places to conduct negotiations. If the Parties cannot reach agreement on mandatory subjects of bargaining the provisions of Section 11.04 of this Article will apply.

**Section 11.07            Union Representatives**

The Union, under this Article, will be authorized a number of representatives on official time for the conduct of negotiations equal to the number of management representatives. The time limits of this Article may be extended by mutual agreement of the Parties.

**ARTICLE 12**

**WORK ASSIGNMENTS**

**Section 12.01            Daily Assignment Schedule**

Work assignments will be posted on the Daily Assignment Schedule. Officers assigned to post rotations will not leave the post until he/she is properly relieved by his/her supervisor or the next officer assigned to the post. Officers assigned to emergency stand-by duties will, upon completion of such assignment notify the Hardened Command Center (HCC). Assignments will normally be made from the roster.

**Section 12.02            Training**

When officers are assigned to duties different from those previously performed and the new duties can reasonably be expected to require on the job or other training in order for the officer

to perform satisfactorily, it shall be the Employer's responsibility to ensure that affected officers are appropriately trained. The Employer shall assign duties that are consistent with the Police Officer job classification or as may be determined to accomplish the mission by the Employer.

**Section 12.03            Assignments and Details**

The Parties agree that assignments and details shall be made by the Employer based on operational needs. Absent specific managerial needs, the Employer will make a good faith effort to assign posts to officers of each company on a rotational basis.

**Section 12.04            Uniforms and Equipment**

Officers are furnished uniforms and equipment necessary to perform their duties. The officer will report for duty and work assignments with his/her uniforms and equipment, clean, polished and in good repair, so as to present a professional appearance. The standards outlined in the Dress and Appearance Section of the Police Operations and Procedures Manual will be followed for the wear of the uniform, accessories and equipment. Formal inspections of personal appearance and equipment may be periodically conducted during roll call.

**Section 12.05            Post Inspections**

Prior to conducting a formal post inspection, the supervisor(s) conducting the inspection shall announce that they are conducting a formal post inspection at the time of their arrival at the post. Officers are required to stand when a supervisor inspects a post. Post inspection will include, but not be limited to, inspection to ensure and enforce:

- Proper staffing;
- Proper security measures;
- Accurate post orders; and
- Condition of post and officer. (Any post deficiencies will be noted by the person conducting the inspection.)

**Section 12.06            Timely Arrival on Post**

Scheduled Police Officers are required to report on time for an early post assignment. Failure to report, as required, may be charged as an unscheduled absence or tardiness, giving due regard to the circumstances involved. Officers are required to be at their assigned duty station at the prescribed time. They will not rely solely on the external patrol for transportation to or from an exterior post.

**ARTICLE 13**

**LOCKER ROOM/SHOWER**

**Section 13.01            Locker Room/Shower**

The Employer will provide officers with shower facilities and locker rooms for both male and female officers. Lockers will be capable of being locked and large enough to hold appropriate issued equipment, uniforms and reasonable personal items.

**Section 13.02            Searches & Inspections**

Officer's locker (s) will be searched in accordance with law. Where circumstances permit searches or inspections of an officer's locker will be conducted in the presence of the officer assigned the locker and/or a Union representative if the officer is not available. Inspections of officer lockers to insure cleanliness, health, and safety or to effect repairs will normally only be undertaken after providing the officer advance notice of the inspection.

**Section 13.03            Seizure of Property**

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

**Section 13.04            Cleanliness of Locker Rooms/Showers**

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

**ARTICLE 14**

**OFFICER RECORDS**

**Section 14.01            Coverage**

This article applies to the Official Personnel Folder (OPF) and Police Branch supervisory officer files.

**Section 14.02            Official Personnel Folders**

The Employer will maintain, secure and release information from each officer's Official Personnel Folder (OPF) as prescribed by OPM regulations. All provisions of this Article will apply to electronic as well as manual files.

The OPFs will contain only those records permitted by the Office of Personnel Management (OPM). Officers have the right to update their OPFs with relevant information regarding experience, education, training, etc., as permitted by OPM regulations. Officers will receive copies of any derogatory material, which might reflect adversely upon the officer's character or government career when it is placed in the officer's OPF by the Employer, with the exception of material required by law and regulation to be kept confidential from the officer.

As permitted by OPM regulation officers may place a statement in their OPF addressing any information they consider unfavorable in their OPF.

### **Section 14.03            Inspection and Copying of the OPF**

Officers and/or designated representative who has been authorized in writing by the officer, and when not contrary to law and OPM regulation has the right upon request to review or photocopy his/her OPF in the presence of a management official.

The Employer will maintain records of management officials review of OPF's in accordance with OPM regulation. This record will be maintained and available for inspection by the officer and/or his/her representative.

Information contained in an officer's OPF will be released in accordance with OPM regulations and the Privacy Act.

The Employer will maintain designated hours during which officers may review their OPFs and upon request when circumstances require, will make appointments at other times for officers and representatives to review the officer's OPF.

The review or photocopying of the OPF will take place in the presence of an official having custody of the OPF. Officers may photocopy material from his/her OPF once a year without cost. Additional photocopying of information in the officer's OPFs during the year may be at cost to the officer. The Employer will control the photocopying of documents from the OPF.

### **Section 14.04            Police Branch Individual Supervisory Files**

In addition to the OPF, the Employer maintains a file in the Police Branch. These files are intended as sources of information relating to emergency addresses, record copies of performance appraisals, attendance, job performance, training, discipline, awards and other information pertinent for supervisory use.

No record or document in an individual's supervisory file will be made available to any unauthorized persons for inspection, review or replication.

Each officer or designated representative has the right upon request to review and photocopy without charge his/her records and files. The review or photocopying of the worksite file will take place only in the presence of the official having custody.

Individual supervisory files will be disposed of in accordance with Federal and Bureau records disposal requirements.

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

### **Section 14.05            Medical Information**

Medical information about an officer may be disclosed to that officer unless otherwise prohibited by law. An officer will make an appointment with WCF Health Clinic to review the medical records.

A union representative designated by the officer may also make such a request. Each such request by a representative must contain an original signature by the officer specifying who the representatives are, what period of time this designation is to be considered, and the specific issue related to the records being requested.

The officer or representative must sign a medical release.

Medical information concerning a mental or another condition of such a nature that a prudent physician would hesitate to inform a person suffering from it of its exact nature and probable outcome, may only be disclosed to a licensed physician designated in writing for that purpose by the person or his/her designated representative.

#### **Section 14.06            Subpoena**

In the event the Employer is served with a subpoena by a court of competent jurisdiction for the production of an officer's records, the Employer will notify the officer and provide the officer a copy of the subpoena and the date when the Employer intends to respond to the subpoenaed records.

If the officer moves to quash the subpoena before the date of release as indicated above, the officer will provide a copy of the Motion to Quash to the Employer on the same date the officer or the officer's counsel files the Motion to Quash the subpoena with a court of competent jurisdiction.

Upon service of the officer's timely Motion to Quash as received by the issuing court, the Employer will delay release of the subpoenaed records until such time as a court of competent jurisdiction rules on the motion.

The officer will list the Employer as an entity to be served with a copy of the court's order.

## **ARTICLE 15**

### **POSITION DESCRIPTIONS**

#### **Section 15.01            Providing Position Description/Recurring Duties**

Each officer covered by this Agreement will be provided a position description which reflects the duties and responsibilities assigned to his/her position. When it becomes necessary to assign duties and/or responsibilities of a recurring nature, the position description will be amended to reflect such duties. The Employer will notify the Union when it makes a substantive change to a bargaining unit position description. When the position description is re-described a copy will be provided to the officer.

#### **Section 15.02            Officer Review of Position Descriptions**

If an officer believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor, subject to the requirement of Section 15.03.

**Section 15.03            Revision of Position Descriptions**

If the Employer seeks input from the Union in revising a bargaining unit position description the Union retains whatever rights it may have with respect to impact and implementation bargaining and/or grievability issues.

**ARTICLE 16**

**MERIT EMPLOYMENT AND PROMOTIONS**

**Section 16.01            Objective**

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

**Section 16.02            Vacancy Announcements**

All vacancy announcements will be posted in accordance with Merit Employment Standard Operating Procedures for police vacancies.

**Section 16.03            Evaluation of Candidates**

Candidates will be evaluated in accordance with Merit Employment Standard Operating Procedures for police vacancies.

**Section 16.04            Information Provided to the Union**

Applications for promotion will be receipted for by the appropriate official, and a copy of the receipt promptly mailed to the officer.

**Section 16.05            Applicable Rules and Regulations**

Should the Union request, the Employer will provide the Union with applicant information and cutoff score (s) of those applicants covered by their bargaining unit, consistent with the Privacy Act and OPM regulations, for any posting covered under their bargaining unit once the selection is made.

**ARTICLE 17**

**AFFIRMATIVE ACTION**

**Section 17.01            AA Program**

It is understood by the parties that procedures controlling program operations under the Employer's Affirmative Action Plan will not be governed by this Agreement except to the extent stated in the Affirmative Action Plan itself. The Employer agrees that normally within 90 days prior to proposed implementation of a Multi-Year Affirmative Employment Program Plan, it will

meet, discuss, and bargain as appropriate with respect to aspects of the plan which change personnel policies, practices, and matters affecting conditions of employment of the bargaining unit.

**Section 17.02 Information to Officers**

The Employer will make available to officers written information describing any Affirmative Action Plan.

**ARTICLE 18**

**PERFORMANCE EVALUATION**

**Section 18.01 Performance Evaluation**

The Employer agrees to apply a Performance Management Program consistent with applicable law, rule, regulation and BEP M-60, Chapter 430. Performance standards will, to the extent possible, permit the accurate evaluation of job performance on the basis of objective criteria related to the position. Elements and standards must be issued annually in accordance with the requirements of this article, and applicable law, rule and regulation. Officers will be rated on a comparison of performance with the standards established for the rating period in accordance with Employer's regulations. The Employer agrees that as part of the annual rating process all bargaining unit members will receive a mid-year progress review.

**Section 18.02 Inadmissible Comments**

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

- References to race, color, religion, sex (except for titles of address, first names or personal pronouns), national origin, age, political affiliation, marital status, sexual orientation, or references to spouse or family.
- Mention of the specific nature of a disability or medical problem, such as physical handicap, alcoholism or drug abuse.
- Mention of initiation of, involvement in, or participation in Grievance or EEO procedures except when an appropriate authority has determined that an officer has committed a discriminatory action.
- Comments on an officer's participation or non-participation in officer organizations or activities, e.g. union activities.
- Recommendations on reclassification of the rated officer's position to a higher or lower grade.
- References to previous performance ratings or events or performances outside the rating period.

**Section 18.03           Standards**

Officers will be rated on those performance standard elements as defined by the Bureau.

**Section 18.04           Rebuttals and Grievances**

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

-If the discussion with the rating and/or reviewing officer or higher level manager fails to resolve the officer's objection, the officer may include a rebuttal statement with the performance manager or supervisor in the Rated Officer's Comments Section of the performance appraisal form.

-A grievance may be filed under this agreement concerning a completed appraisal report on the grounds that the report is technically deficient or contains appraisal statements that may be inaccurate. Performance standards and critical elements are not grievable or appealable.

-Where an officer becomes the subject of a reduction in grade or removal action as a result of an unacceptable performance appraisal, they may challenge the critical elements and performance requirements for their position at that time in accordance with law.

**ARTICLE 19**

**TRAINING AND DEVELOPMENT**

**Section 19.01           General**

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

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

**Section 19.02           Annual Discussions**

The supervisor and officer will annually discuss the training needs of the individual during the mid-year performance progress review and will be documented in Part III of the officer's Performance Plan and Appraisal Record.

### **Section 19.03            Officers' Responsibilities**

Attendance at training is an official duty and is assigned just as other duties are assigned and is, therefore, mandatory. Officers selected for training must arrive on time and complete the entire training session. Officers are responsible for informing their supervisor of approved training schedules, so that their schedules can be adjusted to accommodate authorized training hours. Only emergency absences will be approved after a training session has commenced. If a daily training session ends early, subject to supervisory approval, the officer may remain in the Ready Room until completion of his/her required eight hour work day or request annual leave.

### **Section 19.04            Selection and Approval for Training**

Selection and approval for training will be made in a nondiscriminatory manner. When training cannot be approved, the officer will be notified and provided with the reasons for disapproval within a reasonable period of time.

### **Section 19.05            In-Service Training**

Once a year the training staff along with current police trainers will meet and discuss training issues and resources that are relevant to police functions and that meet the needs of the employer.

#### **Section 19.05.01        Training Preparation**

All training preparation and execution will be limited to the designated hours of training.

## **ARTICLE 20**

### **HOURS OF WORK & OVERTIME**

#### **Section 20.01            Hours of Work**

An eight (8) hour day comprises a normal work shift and a twelve (12) hour day comprises an expanded workday.

#### **Section 20.02            Expanded Shift**

This section intentionally left blank.

#### **Section 20.03            Break Periods**

When operational considerations permit, subject to recall and upon supervisory approval, the Employer agrees to provide two (2) breaks, not to exceed fifteen (15) minutes, during any non-overtime tour of duty day. Also, officers may have one (1) break, not to exceed fifteen (15) minutes, within any four (4) hour overtime period. Officers may receive additional short breaks (if requested) based on operational considerations and subject to supervisory approval/control and recall. A shift cannot end on a break period nor may break periods be combined. Designated break areas are identified as police ready room, canteen and cafeteria, and the outside area adjacent to the employee entrance. Breaks and consumption of food and beverages on the Employer's premises must take place in designated break areas (police ready room, canteen, and cafeteria). Exceptions are noted below.

Cellular phones may only be used during an officer's break. Cellular phones may be used in the outside area adjacent to the employee entrance or the officer's privately owned vehicle.

#### **Section 20.04          Shift Assignments**

When a vacancy occurs on any shift and management decides to fill the vacancy, that vacancy will be announced at Roll Call before the vacancy is filled in order that officers wishing to be considered for the vacancy may volunteer for the change. If there are more qualified volunteers than vacancies, the senior volunteer by rank will be selected, if all other factors are equal.

#### **Section 20.04.01      Probationary Officers**

Probationary Officers will be assigned to shifts as equally as possible to eliminate the possibility of any shift being assigned more Probationary Officers than another shift. No more than thirty percent of the assigned officers on any shift will be Probationary Officers. Also, Probationary Officers may be rotated to another company to continue their on-the-job training in areas specific to that shift. This rotation is an exception to the procedures accorded to police officers in a higher grade. Once the Probationary Officer is released from on-the-job training, his/her shift assignment will be made in accordance with the procedures outlined in Section 20.07.01.

#### **Section 20.04.02      Open Season Shift Assignment Preference**

Each officer, during the term of this agreement, will be given the opportunity to request a shift change based on seniority once per calendar year. This change will take place the first full pay period of January, or as close thereafter as possible. Open Season shift requests will be submitted and processed as follows:

- Each officer will complete and forward through their Shift Commander to the Captain, a Shift Assignment Preference sheet between 1 November and 15 November of each year for the January seniority shift assignment.
- The FOP agrees that officers who fail to submit a Shift Assignment Preference sheet by the deadline date will be considered to have indicated they have no preference and will be ranked accordingly.
- The Employer agrees to publish a Shift Assignment Roster; based on rank requirements and the Seniority Article in this agreement, not later than 25 November for the January shift assignment.

#### **Section 20.04.03      Temporary Assignments**

The Employer may make temporary changes for training, participation in a grievance hearing, hardship assignments, and administrative purpose or to fulfill the operational needs of the Employer.

#### **Section 20.04.04      Hardship Assignments**

The following policy is established concerning hardship assignments:

- Requests for hardship assignments will be submitted to management by written letter, giving the nature of the hardship and an estimated time for its resolution.

-When management has determined that mission requirements permit, hardship assignments may be granted for a maximum thirty (30) day increment. Extension of a hardship assignment may be granted for another 30 days after reevaluation of the hardship by management, but normally a hardship assignment will last no more than ninety (90) days. For purposes of this agreement, the officer will be returned to the appropriate duty assignment in accordance with his/her seniority.

-The granting of a hardship assignment will not normally displace another officer from his/her duty assignment, with the exception of a volunteer who may elect to temporarily change shift assignments to help cover the hardship assignment. Upon completion of any hardship assignment, the officer will be returned to the appropriate duty assignment in accordance with his/her seniority.

### **Section 20.05      Shift Staffing**

The Employer will determine the number of officers assigned to each shift based on mission requirements. The Employer will determine the number of officers that may be off for each calendar day.

Except when the Employer determines it would be seriously handicapped in carrying out its functions or that costs would be substantially increased, the Employer will:

-Maintain a work schedule that allows all officers, as a minimum, to have every other weekend off, unless otherwise necessitated by mission requirements.

-Maintain specific weekdays off for each officer, unless otherwise necessitated by mission requirements.

-Employer agrees to maintain the current holiday schedule. The Employer and the Union agree to renegotiate the holiday issue if management determines that this schedule does not meet the needs of the mission.

-Employees are scheduled to work every other holiday. In the event a shift requires additional officers to support its mission, management will apply the same procedures it uses for assignment overtime that is identified in Section 20.07 of this article.

### **Section 20.05.01      Definition of Weekend**

For the purpose of this article, weekend is identified as Saturday and Sunday for Company "B" (Dayshift) and Company "C" (Evening shift) and is identified as Friday and Saturday for Company "A" (Midnight shift).

### **Section 20.05.02      Assignment of Days Off**

Officers will be assigned days off by seniority bid during the Open Season Shift Assignment period.

### **Section 20.05.03      Change in Day Off**

If it becomes necessary to change an officer's day off, the Employer agrees to post the change on the Ready Room bulletin board as soon as the change is known, but normally not later than

the beginning of the Administrative Work Week except when the Employer determines it would be seriously handicapped in carrying out its functions or that costs would be substantially increased or when mission requirements dictates otherwise. In all cases, reasonable attempts will be made to notify the officer in person or by telephone.

#### **Section 20.05.04 Notification of Permanent Changes**

Employer agrees to notify the FOP of any permanent changes in accordance with the provisions of the Agreement.

#### **Section 20.06 Time and Attendance**

Officer's time and attendance shall be posted to Time and Attendance cards to reflect the actual hours worked by each officer.

#### **Section 20.07 Overtime**

The Parties recognize that operational needs of the Bureau may require officers to work overtime. The Employer recognizes, however, that excessive overtime or overtime assignments applied in a disparate manner can have a detrimental effect on the workforce. Officially approved overtime worked by officers shall be paid at appropriate rates in accordance with law, rule or regulations. It is further understood and agreed that overtime is paid in fifteen (15) minute increments and assigned for the purposes of which the Employer deems appropriate. Overtime compensation will be provided only for overtime hours actually worked.

#### **Section 20.07.01 Overtime Assignments**

Overtime assignments will be distributed among the officers in each company (designation of shifts) equitably to the extent possible to ensure a balanced workforce of qualified personnel. When overtime has been assigned to an officer, it becomes mandatory for that officer. The officer must report to work on time and remain throughout the scheduled overtime period. An officer's failure to report to work for an overtime assignment may be considered misconduct and may subject the officer to discipline at the Employer's discretion dependent upon the circumstances.

#### **Section 20.07.01.01 Placement on Overtime List**

At the beginning of the calendar year, after the Open Season Shift Assignment has taken place as outlined in Section 20.04.02, officers will be placed on an overtime list according to their seniority as outlined in Article 10.

If an officer changes shifts during the calendar year, either voluntarily or involuntarily, he/she will be averaged in on the overtime list.

#### **Section 20.07.01.02 Overtime List Record**

As officers are assigned overtime during the year, the overtime hours worked will be recorded on the overtime list. The list will be sorted from the least amount of hours worked to the most amount of hours worked.

### **Section 20.07.01.03 Requirement of Additional Officers to Work**

When a shift requires additional officers to support its mission, management will first ask those officers scheduled to be off if they wish to work their day off. The officer with the lowest amount of overtime will be asked first. If he/she accepts the overtime, the daily schedule is annotated and the overtime list is updated. If no officers volunteer, management will request support from the other two shifts. If there is no support, the vacancy will be filled by draft as outlined in Section 20.07.02.

### **Section 20.07.01.04 Need for Overtime from Other Shifts**

When a request from another shift is received requiring the need for overtime work, management will announce the request at roll call and provide the number of officers needed; the date officers are needed; and the requesting Company. If an officer desires to volunteer to work the overtime, he/she must inform management within four (4) hours of the announcement.

If there are more volunteers than there are overtime vacancies, management will first select the officer with the lowest total of overtime scheduled or worked to date, then select another, as needed.

### **Section 20.07.02 Draft Procedures**

- a) Management will maintain an "Overtime Seniority Roster", from least seniority to most seniority.
- b) When it is necessary to assign overtime, the Employer will normally select the first officer on the Overtime Seniority Roster and determine whether the officer is scheduled to work with his/her respective Company. If they are in training, on leave, etc., the Employer proceeds to the next name. When an officer is selected to work the identified overtime, a date is entered by his/her name and the next name is considered as necessary.
- c) When overtime has been assigned to an officer, the Employer will contact the officer as soon as possible to advise him/her of the required overtime assignment.
- d) If two shifts simultaneously submit requests requiring the need for overtime work, the senior officer may choose which shift he/she desires to work.
- e) Management will continue this procedure until all requests have been filled.

### **Section 20.07.03 Short Notice Overtime**

This section intentionally left blank.

#### **Section 20.07.03.01 Filling Vacancies from the On-Duty Shift**

Management will announce over the radio for the need to fill a short notice vacancy. Volunteers will be accepted for 15 minutes. If there are more volunteers than there are overtime vacancies, management will first select the officer with the lowest total of overtime scheduled or worked to date, then select another, as needed. If after 15 minutes, no one volunteers, management will fill the vacancy by draft as outlined in Section 20.07.02.

**Section 20.07.03.02 Filling Vacancies from the On-Coming Shift**

Short notice or unforeseen overtime requirements will be made in accordance with Section 20.07.02

**Section 20.07.05 Leave or Otherwise Unavailable Status**

If an officer is scheduled to be on leave, on a day off or will otherwise be absent from their assigned company on their next regular shift, he/she is not normally eligible for overtime draft assignments.

**Section 20.07.06 Call Back**

Any officer who is called back to perform unscheduled overtime work either on a regular workday after he/she completed his/her regularly scheduled day of work and left the Bureau or on a day outside his/her basic workweek, will be given a minimum of two (2) hours work at the overtime rate.

**Section 20.07.07 Administration**

This Agreement is not intended to infringe upon or preclude the Bureau from exercising any management right to assign work or unilaterally determine the methods, means and technology of performing work.

**ARTICLE 21**

**HOLIDAYS**

**Section 21.01 Legal Holidays**

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

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

**Section 21.02 Holiday Pay**

Holiday pay is determined in accordance with law and Bureau of Engraving and Printing Regulations.

## ARTICLE 22

### DETAILS & TEMPORARY PROMOTIONS

#### **Section 22.01      Definition**

*Detail* is defined as the temporary full-time or part-time assignment of an officer from his/her regular position to another position or to an unclassified set of duties without change in status, grade or compensation. During the period of detail, the officer's position of record remains a police officer.

#### **Section 22.02      Notification**

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

#### **Section 22.03      Documentation of Details**

Any detail in excess of one (1) month will be documented by SF-52 in the officers OPF.

#### **Section 22.04      Solicitation of Interest**

Should the Employer decide to temporarily promote an officer for a period of 90 days but no more than 120 days, to a police position which provides experience required for subsequent promotion it will solicit a showing of interest from qualified officers.

#### **Section 22.05      Temporary Promotion**

If a detail to a police position within the bargaining unit and of higher pay extends beyond 30 days, or if it is known in advance it will extend beyond 30 days, a temporary promotion will be made.

## ARTICLE 23

### LEAVE

#### **Section 23.01      General Provisions**

Officers will accrue and use leave in accordance with 5 CFR Part 630, BEP M-60-1, in effect at the time and as outlined in this Article. All leave will be charged in fifteen (15) minute increments. The Parties recognize the importance of maintaining sufficient staffing to meet the mission and operational requirement of the Employer at all times. Officers are responsible for planning and requesting leave as far in advance as possible to allow time for rescheduling when leave cannot be granted because of mission or operational needs as determined by the Employer, and to avoid leave forfeiture which might otherwise result. Leave requests and approval or denial will be made in writing using OPM Form 71 or its equivalent.

## **Section 23.02            Changes in Law**

The Parties recognize that certain provisions of this Agreement are subject to applicable public law pertaining to leave. Accordingly, if Congress amends the law or appropriate regulations change so as to mandate a change in this Agreement, the Parties agree that such changes are binding upon them and will, at the request of either Party, meet to agree upon any changes that may be necessary in this Article.

## **Section 23.03            Sick Leave Abuse**

The possibility of leave abuse is generally raised when an officer uses an unusual amount of sick leave or uses leave in an established pattern or under questionable circumstances. In making this determination, the supervisor must make common sense judgments based on his/her knowledge of the officer and his/her total leave record for the past 12 months. Abuse must be determined on a case-by-case basis.

### **Section 23.03.01        Procedures in Determining Leave Abuse**

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

Review the officer's past record for the last 12 months of sick leave usage. Although not exhaustive, the supervisor should consider the following circumstances:

- Before or after a weekend or holiday.
- When the workload is unusually heavy, or a very difficult task has been assigned.
- When a special public event is scheduled.
- Immediately following denial of a day off.
- As soon as it is earned.
- Frequently for short periods.
- Consistently on the same day of the week.
- On the day following payday.
- During bad weather.
- When the officer's annual leave balance is exhausted or low.

### **Section 23.03.02        Interview the Officer**

After becoming familiar with the officer's record, the Employer may interview the officer regarding the officer's sick leave usage. The object of the interview should be to:

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

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

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

-Assist the officer in developing a plan to address the officer's sick leave record, if appropriate.

-Caution the officer against improper leave practices, and remind him of the penalties for abusing the leave regulations.

-Prepare a record of the interview session on the Section leave cards.

### **Section 23.03.03 Continuation of Leave Usage**

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

### **Section 23.04 Annual Leave**

The purpose of annual leave is to allow every officer an annual vacation period of extended leave for rest and recreation and to provide periods of time off for personal and emergency purposes.

#### **Section 23.04.01 Annual Leave Approval**

In addition to the three (3) "primary" leave requests authorized in Section 23.05, officers may request additional annual leave during the calendar year. This leave will be granted consistent with mission requirements. Same day leave will be approved/disapproved immediately, next day requests will be approved/disapproved prior to the end of the shift. All other leave will be approved/disapproved as soon as possible but not later than three (3) calendar days from the date of submission to allow the officer to confirm or cancel leave plans.

#### **Section 23.04.02 Spot Leave Requests**

For next day requests, officers should submit an OPM Form 71, "Application for Leave," as far in advance as possible, but not later than four (4) hours prior to the end of the shift. Next day requests will be approved/disapproved prior to the end of the shift.

#### **Section 23.04.03 Emergency Annual Leave**

Officers experiencing an unforeseen emergency situation requiring annual leave must contact the on-duty supervisor as quickly as practicable before his/her shift commences and explain the situation. Based on the nature of the emergency, up to two (2) hours of annual leave may be approved initially to address the emergency. If the emergency cannot be dealt with in the approved time allowed, the officer must call his/her shift commander to obtain an extension within the first two (2) hours of the shift. The total number of hours of leave approved may exceed two (2) hours, whenever necessary, consistent with the nature of the emergency.

**Section 23.04.04 Scheduling Leave to Prevent Loss of Annual Leave (Use or Lose Leave)**

Officers are responsible for planning and requesting leave as far in advance as possible to allow time for rescheduling when leave cannot be granted because of mission or operational needs as determined by the Employer, and to avoid leave forfeiture which might otherwise result.

**Section 23.05 Vacation Leave**

Between November 26 and December 1 of each leave year officers will submit their request for "Primary" annual leave for the following year. This early sign up, upon approval will be confirmation of the leave schedule and may be changed only for just cause as may be dictated by mission requirements. The Company may not have more than ten (10) per cent of the assigned officer, or a minimum of two officers, on annual leave at any time. Any officer may submit up to three (3) Primary leave requests of any length. Seniority is the determining factor in these requests. Management will settle any disputes involving officers taking leave in accordance with this labor-management agreement and BEP Personnel Manual, Chapter 630, Attendance and Leave.

**Section 23.05.01 Primary Leave**

The officer will submit a separate OPM Form 71, "Application for Leave", for each primary leave. The SF 71 will be marked "Primary Leave #1", "Primary Leave #2", and "Primary Leave #3".

**Section 23.05.02 Seniority**

The Employer will mark each leave request with the officer's seniority number and sort all requests by primary leave number and seniority number.

**Section 23.05.03 Leave Approval**

-Based on mission requirements, management will approve or disapprove the leave requests. Each primary leave group "Primary Leave #1", "Primary Leave #2", and "Primary Leave #3" will be separately considered without regard for the other two primary leave groups. If an officer's primary leave #1 is disapproved, the leave request will be placed in an alternate status by seniority and the officer's primary leave #2 request will replace the officer's primary leave #1 request. Likewise, should an officer's primary leave #2 request be disapproved it will be replaced with the officer's primary leave #3 request.

-If the officer does not wish to be an alternate for the time period he/she has requested, he/she may submit another primary leave request. Additional requests must be submitted prior to December 20 and must be approved/disapproved and returned to the officer within 48 hours.

-If the officer accepts to be an alternate for the time period he/she has requested, he/she may not submit for another time period under this primary leave request number.

**Section 23.05.04 Cancellation of Scheduled Leave**

The Employer shall reserve cancellations of leave to situations where, in its judgment, the

employee's services are essential. The reason for such cancellations will be explained to the affected employee as far in advance as possible on the OPM Form 71.

**Section 23.05.05 Company Leave Calendar**

The shift commander will clearly record all approved primary leave requests on the Company Leave Calendar by seniority and will clearly record all alternate leave request by seniority.

**Section 23.05.06 Changes During the Year**

If, during the year an officer voluntary changes shifts, he/she will lose any primary or alternate leave status. However, management will attempt to approve the requested leave under the provisions of subsection 23.05.03.

If during the year an officer change shifts involuntarily, he/she may lose any primary or alternative leave status. Circumstances in which leave cancellation would cause an undue financial or personal hardship will be considered by management.

**Section 23.06 Blank**

This section intentionally left blank.

**Section 23.07 Sick Leave**

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

**Section 23.07.01 Requesting Sick Leave**

Officers who do not report for duty at the beginning of their tour of duty and wish to request sick leave, must notify the on-duty supervisor as soon as possible, but no later than one (1) hour prior to the start of their tour of duty and state the expected period of absence. An officer incapacitated and unable to speak to a supervisor will have a responsible individual notify the on-duty supervisor of the situation as soon as possible and provide the expected period of absence. Officers shall not normally be required to state the nature of the illness, or to furnish a medical certificate to support a request for sick leave of three (3) or less consecutive work days.

**Section 23.07 02 Sick Leave Usage**

Sick leave shall be governed by applicable Federal law and/or regulation.

**Section 23.08 AWOL**

An officer who does not personally contact their supervisor or have a responsible individual call on their behalf will be placed on absent without approved leave (AWOL). If the circumstances surrounding the absence are such that the absence is later approved, the officer may request and the supervisor may approve, as appropriate, leave or LWOP. Whenever an officer's request for sick leave is denied, the officer will, if requested, be given a written reason on the SF-71 for the denial.

**Section 23.09                    Contents of the Medical Certificate**

A medical certificate is defined as a written statement signed by a duly licensed physician or other health care provider certifying an employee's physical or mental condition, medical examination or treatment or the period of any incapacitation or therapy regimen while the employee was receiving professional treatment or care. A medical certificate normally will state that the employee is unable to perform his/her duties during the relevant time period and the expected duration of the medical condition or temporary incapacitation. The certificate will bear the signature of the physician or health care provider or the original stamped facsimile of such signature. The employer may seek appropriate verification of the certificate when the Employer has reasonable cause to question the authenticity of the document. At all times the Employer shall act with due care to protect the rights of employee's with respect to their private medical history, conditions or treatment and with respect to the employee's medical certificate. Nothing stated herein shall be construed to waive or impair any employee's rights under Federal law.

**Section 23.10                    Factor for Promotion**

Except in cases of abuse, sick leave usage will not be a factor for promotion, discipline or other personnel action.

**Section 23.11                    Administrative Leave**

Administrative Leave and Official Duty Time may be granted to officers in accordance with the BEP policy law, rule and other governing regulations, and the provisions of this Article.

**Section 23.12                    Funeral of Federal Law Enforcement Officers**

The Employer has determined that it will allow the Union President or his/her designee to attend in an official duty capacity the funeral of a law enforcement officer employed by the Federal government in the Dallas/Fort Worth metropolitan area, who was killed in the line of duty, workload permitting and subject to the Employer's discretion.

**Section 23.13                    Absence Without Leave (AWOL)**

The Parties recognize that placing an officer on AWOL is discretionary with the leave-approving official and not automatically required when an officer fails to report for duty at his or her assigned time. Officers may grieve AWOL actions they believe are unjustified.

**ARTICLE 24**

**HEALTH & SAFETY**

**Section 24.01                    OSHA**

The Employer will continue to provide and maintain safe working conditions and industrial health protection in keeping with the concepts of OSHA, pursuant to regulations at 29 USC 668 and 29 CFR Part 1960, and the Union will actively encourage all Unit officers to work in a safe manner.

**Section 24.02            Officer Safety**

Given the unique dangers, which Police Officers are subjected to, the Employer agrees that the safety of BEP Police Officers and the safety of officers and public whom they protect, are of paramount concern.

**Section 24.03            Safety Suggestions**

It is recognized that each officer has a primary responsibility for his/her own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself/herself and others. The Employer will welcome suggestions which offer practical and economically feasible ways of improving safety conditions.

**Section 24.04            Safety Equipment & Officer Cost**

Protective equipment and safety devices, which the Employer requires Police Officers to use or wear, will be provided to the officer at no cost; the Union shall actively support the Employer's enforcement of this requirement concerning any suggestions which offer practical, economical, and feasible ways of improving safety conditions.

**Section 24.05            Conformance to Safety Standards**

The Safety & Environmental Compliance Branch shall have the authority to determine whether any work area conforms to applicable safety standards. Whenever the Facilities Management Division determines that such safety standards have not been met, it shall determine what protective equipment will be used to protect officers and permit them to work safely in the area.

**Section 24.06            Serious Safety & Environmental Conditions**

Whenever the Facilities Management Division concludes on the basis of an inspection or report that conditions exist in a work area which could reasonably be expected to cause death or immediate serious physical harm, all officers not necessary for the abatement of the dangerous condition shall be withdrawn by the Employer from that work area. Upon notification by management officials of the withdrawal, the identified officers may leave the area. Officers who are affected by this determination, upon leaving their work area, shall immediately report to their supervisor.

**Section 24.07            Safety Situations**

In the event that an officer reports to his/her immediate supervisor or designee that an assignment will endanger the officer's health and/or is unsafe, the supervisor will investigate and determine the validity of the allegation. Should the supervisor or designee determine that the assignment can be performed safely, the supervisor or designee will so inform the officer(s) and the work will proceed recognizing that the supervisor or designee has full responsibility for the safety aspects of the job. If the supervisor or designee has any doubt as to the safety of the work situation, the supervisor or designee will request the assistance of the Safety & Environmental Compliance Branch who will inspect the job site along with the supervisor to ensure that it is safe before requiring the officer(s) to perform the work.

**Section 24.08 Environmental Standards**

In order to comply with regulations, standards for noise, airborne dust concentrations, and fumes will be established and may be made available to officers upon request. The Hearing Conservation Program will be available to Police Officers on Government time.

**Section 24.09 Safety Representatives**

The Union may designate a representative, workload permitting, to advise and assist the Employer in carrying out its safety responsibilities as they apply to Unit officers.

**Section 24.10 First Aid Training**

When in-house training is available, the Employer agrees to solicit volunteers for First-Aid training where a trained person is not available. Volunteers will be selected and trained based upon the workload requirements of the Employer and availability of training slots for Unit officers.

**Section 24.11 Accident Prevention**

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

**Section 24.12 Union Notification of Lost Time Injuries**

Whenever an officer of the Unit has sustained a lost-time work injury, the Union, upon request, will be notified of the circumstance, as appropriate and in keeping with privacy constraints.

**Section 24.13 Prompt First Aid**

The Employer agrees to provide to any officer who may be injured on the job, prompt first aid, as necessary, on all shifts, to include appropriate transportation from the Employer to an appropriate medical facility, except in cases where such transportation is not practical.

**Section 24.14 Medical Surveillance**

The Employer will periodically examine individual officers, upon request, for effects upon them of any poisonous or toxic agents if used at the Bureau, when the Employer determines that there is a reasonable basis to believe that the officer has been exposed. Work circumstances for which duties involving unusual physical hardships or hazards to officers are listed in and will be paid for in accordance with 5 CFR Part 550, Subpart I.

**ARTICLE 25**

**OFFICERS' OBLIGATION DURING SEVERE REPORTING CONDITIONS**

**Section 25.01 Definition**

Severe conditions are defined as those conditions which cause BEP management to release, delay or relieve non-critical/emergency personnel from reporting to duty.

**Section 25.02 Policy**

It is the policy of the Employer that all police officers are deemed critical/emergency personnel for the essential operations of the Employer during severe conditions and as such are required to report for duty when scheduled or called. Officers may also be required to remain on duty beyond their regular tour of duty.

**Section 25.03 Lateness**

An officer who reports for duty after the start of the watch during severe conditions will be considered absent without official leave from the beginning of the watch until the time he or she reports for duty. An officer presenting bona fide evidence to management they made good faith attempts during their entire period of absence to report for duty but were prevented from doing so may be granted excused absence.

**Section 25.04 Failure to Report**

An officer who fails to report for duty during severe conditions when scheduled or called will be considered absent without official leave. An officer presenting bona fide evidence to management they made good faith attempts during their entire period of absence but were prevented from reporting to duty may be granted excused absence.

**Section 25.05 Factors to Consider**

Management will consider any bona fide factual information presented by the officer that is both relevant and useful to its determination as to whether the officer made good faith attempts during the entire period of absence to report to duty.

**Section 25.06 Requests for Annual Leave**

During the course of the watch, should the Employer determine that the number of police offices on duty exceeds its current or projected needs, officers will be released in seniority order. Officers departing the BEP premises accept responsibility for their own safety.

**ARTICLE 26**

**INJURY COMPENSATION**

**Section 26.01 Authority**

The BEP Personnel Manual M60-1, Chapter 810, and applicable Office of Workers' Compensation (OWCP) regulations, govern the compensation benefits for an officer suffering a traumatic injury in the performance of his/her official duties. The program is administered by the U. S. Department of Labor, Office of Workers' Compensation Program.

**Section 26.02 Procedures for Reporting/Submitting a Claim**

When requested, an officer will be advised of his/her right to file a claim for benefits under the Federal Officer's Compensation Act and of the procedures for filing such a claim.

**Section 26.03            Union Representative**

The Union may designate one (1) steward, workload permitting, to work together with the Employer in assisting officers with claims or claim related issues.

**Section 26.04            Obligations of the Officer and the Employer**

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

The Employer will furnish the officer a Receipt of Notice of Injury. An officer recognizes his/her responsibility to submit medical evidence of disability to the Worker's Compensation Branch, WCF HRD within ten (10) working days of the work-related injury or risk termination of COP (Continuation of Pay).

**ARTICLE 27**

**TEMPORARILY DISABLED OFFICERS**

**Section 27.01            Request for Limited Duty**

An officer recuperating from an illness or injury, who is temporarily medically or physically unable to perform the duties of his or her position, may request to be assigned non-police officer duties to the extent such duties are available. When other duties are not available, officers may request leave in accordance with the provisions of this agreement.

**Section 27.02            Promotional Opportunities**

Officers temporarily disabled will continue to be considered for promotional opportunities for which they are otherwise qualified. Temporarily disabled officers are required to meet the necessary physical requirements of any position they are assigned within a reasonable time after assuming the non-police officer position.

**Section 27.03            Entitlements Not Changed**

Officers that are assigned duties under this provision will remain bargaining unit officers subject to the applicable provisions of this Agreement unless they are detailed by an official personnel action (SF-52/50) to a position outside the bargaining unit.

**Section 27.04            Officer Returning to Duty**

Officer's returning to duty after an injury or prolonged illness will be required to provide medical documentation sufficient to demonstrate to management they have no medical restrictions or limitations that preclude their performing their police officer duties. After more than a year's absence, an officer may be required to attend in service training before returning to their police duties.

**Section 27.05 Medical Documentation**

The Employer may require officers to provide supervisors and managers with medical information for the purpose of obtaining leave, work limitations/restrictions, accommodations to their duties or for the supervisor/manager to make other legitimate administrative decisions regarding their employment or under certain circumstances medical information of a family member. The medical information will state, at a minimum, the medical condition in general terms sufficient to justify the request, any restrictions and the anticipated length of the absence or excusal from overtime.

Where the Employer requires an officer to supply medical information that exceed the medical documentation requirements provided for under the FMLA (5 CFR §630.1207) or the ADA, such information will normally be transferred directly from the officer's health care provider to and maintained by the Employer's Health Clinic. The officer will inform the supervisor of the transfer at the time the information is submitted to the Employer's Health Clinic. Medical information provided to the Employer's Health Clinic under the above circumstances will ordinarily not be available to supervisory personnel without officer consent. However, Employer's Health Clinic staff may review such medical information and consult with supervisors and managers regarding the administrative matter at issue without the officer's consent. The Employer will assure the privacy of such documents in accordance with law and regulation.

**ARTICLE 28**

**ACQUIRED IMMUNE DEFICIENCY SYNDROME**

**Section 28.01 General**

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

Under the provisions of 29 CFR 1613.704, qualified disabled bargaining unit officers will be reasonably accommodated in accordance with the Rehabilitation Act of 1973, as amended.

**Section 28.02 Officer's Responsibility**

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

**Section 28.03 Confidentiality**

The Employer will maintain medical documentation and other personal information related to the medical condition of bargaining unit officers with AIDS or officers that are HIV positive, in a manner to protect confidentiality and privacy.

**Section 28.04 Request for Other Duties**

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

## **ARTICLE 29**

### **CONTRACTING OUT**

#### **Section 29.01            Rights of the Parties**

The Parties recognize the Employer's right to contract out work and functions currently performed by bargaining unit members and the Union's right to negotiate pursuant to this Agreement and 5 USC 7106 and 7114.

#### **Section 29.02**

Section intentionally left blank.

#### **Section 29.03            Providing Information**

The Employer will inform the Union in writing as early as practical, regarding any OMB Circular A-76 studies directly affecting a function within the bargaining unit. The Employer agrees to provide information relating to these studies or actions to the Union and seek the Union's input in accordance with law, rule or regulation.

#### **Section 29.04            Providing Notice**

As requirements are known, the Union will be notified when a function that includes bargaining unit officers is scheduled for review under the Commercial Activities Program. The Union will be permitted to present its view to the various to management regarding specific A-76 studies. Notification will be provided in accordance with law, rule or regulation.

#### **Section 29.05            Performance Work Statements**

The Employer will meet with the Union and bargaining unit officers engaged in tasks subject to contracting out when developing and preparing the Performance Work Statement (PWS) to ensure complete and accurate information for the PWS. In developing the PWS, the Employer will consider the views of the Union. To prevent conflict of interest, the Employer will consult with the Union on only the Performance Work Statement OR the Most Efficient Organization, but not both.

#### **Section 29.06            Most Efficient Organization**

The Employer will meet with the Union and bargaining unit officers engaged in tasks subject to contracting out when developing and preparing the Most Efficient Organization (MEO) to ensure complete and accurate information for the MEO. In developing the MEO, the Employer will consider the views of the Union. To prevent conflict of interest, the Employer will consult with the Union on only the Performance Work Statement OR the Most Efficient Organization, but not both.

#### **Section 29.07            Contract Award**

The Employer will provide the Union data and documentation available to bidders, offerers, and

the public as provided for by the Federal Labor-Management Relations Statute, during the contracting out process, unless otherwise precluded by law or government regulation. When the initial decision to award or cancel the contract is announced, all documentation supporting the decision releasable under appropriate laws, rules, or regulations will be provided to the Union. The Employer agrees to timely and directly notify the Union of any such decision(s).

**Section 29.08 Bid Conferences**

The Union will be informed by the Employer of pre-bid and bid opening conferences that are open to the public, bidders or offerers.

**Section 29.09 Walk Through**

The Employer will inform the Union of scheduled "walk through" by bidders or offerers when a function is undergoing consideration for contracting out and shall offer the Union the opportunity to have a representative present.

**Section 29.10 Right of First Refusal**

The Employer recognizes the "right of first refusal" contained in Federal Acquisition Regulation (FAR) 7.305(c) and will inform bargaining Unit officers of this right. The refusal of an offer made by a successful bidder will in no way affect any rights a bargaining unit officer has under applicable RIF procedures.

**Section 29.11 Placement**

The Employer, in the interest of minimizing the adverse impact of contracting out on bargaining unit officers, will give officers otherwise subject to demotion or termination first consideration for vacant positions when qualified at the same or lower career levels. The Employer may waive qualification requirements in accordance OPM and BEP regulations. The Employer will adhere to the appropriate pay retention regulations.

**Section 29.12 Affected Officer Briefings**

The Employer will brief all affected bargaining unit officers regarding their statutory rights, information on job offers, severance pay, retirement, and the "right of first refusal" with the successful bidder or offerer. The Union will be informed of the briefings and permitted to participate.

**ARTICLE 30**

**REDUCTION-IN-FORCE**

**Section 30.01 Purpose and Definition**

Where Reduction-in-Force (RIF) actions are taken, they shall be administered in accordance with applicable laws, regulations and this Agreement.

### **Section 30.02            Early Notification**

The Employer will notify the Union as early as possible of any anticipated RIF and will provide the following information within its control or as soon thereafter as available:

- The numbers, types, and levels of positions to be abolished;
- Retention registers (in accordance with privacy act regulations), organizational charts, mission statements;
- Personal qualifications and access to officer OPFs, if released in writing by the officer; and
- Other information requested by the Union when available, unless otherwise prohibited by law.

All information will be kept confidential, but may be shared on a need to know basis with appropriate Union and Employer's representatives. The Union will not release information regarding a RIF until such information is released to the officers by management.

### **Section 30.03            Providing RIF Status and Information**

The Employer will inform and update officers on the status of any RIF action as is otherwise permissible by law. All officers' questions on RIFs will be addressed by email and/or writing. Officers will be informed of any changes in the RIF activities before such information is released to the public, unless otherwise precluded by law.

### **Section 30.04            Minimization of Affects of RIF**

The Employer will employ RIF procedures, e.g., mock RIFs, designed to minimize officer displacement or impact and may offer Voluntary Separation Incentive Program (VSIP)/Voluntary Early Retirement Authority (VERA) options to officers, when approved by OPM. Officers choosing to accept VSIP/VERA offers will have five (5) calendar days to accept or reject such offers in writing. Officers accepting VSIP/VERA offers effective dates will be no later than one (1) day before RIF officers actions are effected. The Employer will provide retirement counseling through its servicing Human Resource Office. The Employer encourages officers to seek retirement, financial, and legal counseling before making such important decisions.

### **Section 30.05            General Notice**

The Employer will provide a written general notice to each officer to be displaced to a different position or separated in a RIF at least ninety (90) calendar days before the effective date of the RIF unless a shortened notice period is approved by OPM. The notice shall contain the information required by applicable regulation. Information concerning appeal and grievance rights and time limits on such rights will be contained in the notice. Amendments to a specific notice when they involve changes, modifications, or corrections that materially affect the officer's offer may result in an extension of the original notice period in accordance with OPM and/or agency regulations.

### **Section 30.06            Competitive Area**

The competitive area will be constructed in accordance with OPM and BEP regulations. The Employer will provide the Union and the affected officers with the competitive area and level definitions no later than ninety (90) calendar days before the effective date of the RIF.

### **Section 30.07            Waiver of Placement Qualifications**

The Employer may waive qualification requirements for officer reassignments to vacant positions based on the rationale and criteria identified in pertinent regulations. Waivers of qualification requirements will be applied consistently and uniformly to all affected officers. Officers placed in a position with different duties because of waiver of qualifications will receive job-related training as determined necessary by the Employer.

### **Section 30.08            Officers Rights**

An officer who has received a specific notice has the right under a reduction-in-force to:

- Review the retention register which lists other officers who may be entitled to displace or bump the officer.
  
- Only one offer of placement and the Employer will select the position to be offered unless otherwise provided for by law and OPM regulation.
  
- Information about discontinued service retirement program.

### **Section 30.09            Performance Ratings**

Should the employer use performance ratings in determining competitive level retention standings, the affected officers most recent last three annual performance ratings during the last four years prior to the date of issuance of a RIF notice will be used.

### **Section 30.10            Consistent Application of Law and Regulation**

The Employer will ensure the uniform and consistent application of laws, regulations, and agreements pertaining to RIF actions and that no action or inaction is taken for other than appropriate reasons. The Employer understands that officers have specific and general statutory and regulatory RIF rights and supports their exercise of them. The Employer's intention is to provide affected officers with the benefits and entitlements to the extent provided for in law and regulation.

### **Section 30.11            Vacant Positions**

The Employer will use vacant positions to the maximum extent possible to avoid the displacement and release of officers affected by the RIF. The Employer will to the extent possible provide first consideration for qualified officers affected by RIF actions before filling any permanent positions within the bargaining unit.

**Section 30.12 Reemployment Priority Lists**

Career and career-conditional officers separated by RIF will be placed on the Reemployment Priority List for all positions for which they qualify and request placement. Officers will be notified of the specific requirements necessary to request placement on the Reemployment Priority List when they receive specific notice of separation or certificate of expected separation material.

**Section 30.13 Re-promotion Eligible Lists**

The Employer will maintain a current list of officers who were demoted because of a RIF action and provide the list to the Union upon request. The officers will remain on the Re-promotion Eligible List (REL) until re-promoted, separated, grade retention ceases (for a period of two [2] years from the effective date of the RIF action) or they decline a valid job offer. The officers will receive re-promotion rights to vacancies from which the officer was demoted.

**Section 30.14 VSIP/VERA**

Officers affected by the RIF to include VSIP and VERA option officers are encouraged to update their OPF, and update or prepare an application for employment to qualify for other employment opportunities. Officers are also encouraged to seek professional stress/life management counseling through the BEP's EAP program. The Employer will permit officers reasonable time to pursue career transition activities from the date of the specific notice until the effective date of the RIF. The Employer will notify the Texas Work Force Commission and the Job Training Partnership (JTPA) regarding the RIF status of bargaining unit officers. Where and how appropriate the Employer will assist RIF officers with completing their requests for benefits with the Texas Work Force Commission.

**Section 30.15 Union RIF Coordinator**

The Employer will recognize the Union's appointing a RIF coordinator/representative, workload permitting, who will act as the liaison between the officers and management for all RIF matters affecting bargaining unit members. Time used by such representative when otherwise in a duty status will be considered official time.

**Section 30.16 Third Party Decisions**

The Employer will comply with all third party decisions and orders affecting RIF officer appeals or corrections.

**ARTICLE 31**

**REORGANIZATIONS**

**Section 31.01 General**

A reorganization is a transfer, consolidation or abolition of all or an organizational part of an organization to another organization or within an organization.

**Section 31.02 Notification**

The Employer agrees to notify the Union in writing of any reorganizations which would impact the members of the bargaining unit.

**Section 31.03 Information about Reorganizations**

Subsequent to the approval of any reorganization and consistent with Section 31.02 of this Article the Employer will provide the following information to the Union if available to and releasable by Employer.

- Purpose of the reorganization
- Draft plans and organizations charts
- Changes which affect officers
- Number of officers affected
- Positions added, deleted or changed

**ARTICLE 32**

**FOOD SERVICE**

**Section 32.01 Contractor Provided Service**

Where contractors provide cafeteria, vending machine, or snack bar service, the Employer will attempt, subject to its control, to have the contractor provide the quality service consistent with the needs of the Employer's users and staff.

**Section 32.02 Inspections**

The Employer agrees that when health inspections of the cafeteria, vending machine areas and snack bars are performed, copies of reports of these inspections, where available, will be sent to the Union.

**ARTICLE 33**

**HEALTH SERVICES**

**Section 33.01 Level of Services**

The Employer will make a reasonable effort to provide current levels of service available to bargaining unit officers.

**Section 33.02 Services Provided**

The following services will be provided at no expense to officers where necessary or appropriate as determined by the Employer:

- Immunizations against influenza
- Tetanus immunizations where indicated by medical situations
- PSA tests for officers over 40 years of age

-Hearing examinations

-Emergency first aid during normal work hours

-Hepatitis-B immunizations are available to Police officers on a voluntary basis

**Section 33.03 Unavoidable Limitations**

The Parties acknowledge that in the event of unavoidable limitations on the availability of funds and/or personnel of the Health Services Clinic, cancellations or delays in scheduling officers for the services listed above may be required.

**ARTICLE 34**

**PROCEDURES FOR SUBSTANCE TESTING**

**Section 34.01 Security, Privacy and Dignity**

The Employer may elect to have a drug testing program.

**Section 34.02 Post-Accident Testing**

Post-accident testing may be conducted by the employer when it deems such testing appropriate.

**Section 34.03 Reasonable Suspicion Testing**

When reasonable suspicion exists that an officer is using illegal drugs, either on- or off-duty, the Employer may require that an officer submit to drug testing.

**Section 34.04 Written Reasons**

At the time an officer is ordered to submit to drug testing based on reasonable suspicion of illegal drug use, he/she will be given a written statement setting out the details describing the basis for the decision to conduct the reasonable suspicion testing. Upon the officer's request, a copy of the written statement will be provided to the Union representative.

**Section 34.05 Grievance**

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

**Section 34.06 Employee Subsequent Test**

An officer desiring to obtain a drug test subsequent to the Employer's random drug test may do so on annual leave. The Employer agrees to attempt to accommodate an officer's request for annual leave to the maximum extent possible on the same day of the test.

**Section 34.07 Additional Testing Substances**

Any proposed procedures concerning testing for any other substances, beyond what is currently

tested, will be negotiated with the Union prior to implementation as required by law and government-wide regulation.

**Section 34.08            Officer Disclosure**

The Employer may refrain from initiating disciplinary action against an officer for drug use if the Employer deems appropriate.

**Section 34.09            Subsequent Legislation**

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

**ARTICLE 35**

**INVESTIGATIONS**

**Section 35.01            Conducting Administrative Investigations**

When officers are the subjects of administrative investigations, the Employer will extend all appropriate constitutional and administrative rights and procedures to the officers. During any administrative misconduct inquiry, officers must respond in a truthful and forthright manner to the questions posed to them. When an officer reasonably believes that such inquiry or investigation may lead to disciplinary action against them, they will be afforded union representation upon request.

**Section 35.02            Pay Actions**

When an allegation is leveled against an officer, or when the Employer or its agents commence an investigation, the Employer will normally consider one of the following actions in reference to the pay status of the employee:

- Continue the officer on duty in the officer's regular assignment;
- Place the officer on administrative leave with pay;
- Continue the officer on duty in some other assignment consistent with the nature of the allegation;
- Place the officer on indefinite suspension (normally, an indefinite suspension will be initiated by a Notice of Proposed Suspension);
- Take appropriate disciplinary or adverse action;
- Approve an officer's request for annual, sick, or LWOP, if appropriate.

**Section 35.03            Investigative Meetings**

Upon request, an officer may be represented by the Union when interviewed at an administrative investigative meeting or inquiry which is conducted or monitored by the Employer. If the employee requests union representation, he/she will be given a reasonable

amount of time to secure such representation before the examination proceeds; however, the interview will not be unreasonably delayed to accommodate a request for a particular representative. The union representative may not interfere with the investigation or interview.

#### **Section 35.04 Investigation/Interrogation**

When an officer is interviewed by a managerial investigative official of the Employer, the officer will be informed whether he/she is the target of an investigation, the nature of the matter to be discussed and that failure to answer the questions could result in proposed disciplinary action up to, or including removal. Administrative investigative interviews or inquiries will normally be conducted at the Employer's location, unless the Employer determines otherwise and makes arrangements with the officer being interviewed.

#### **Section 35.05 Information Requests**

When the Union properly exercises its right to access information or otherwise comes into possession of information protected under the auspices of the Privacy Act during the course of its representational functions, the Union recognizes its responsibility to comply with the restrictions of the Privacy Act maintaining confidentiality, and appropriately safeguarding the information. Unauthorized individuals may not inspect or copy any record or document pertaining to any officer.

#### **Section 35.06 Timeliness of Investigations**

Administrative inquiries and/or investigations conducted by the Employer involving non-criminal conduct will be in a reasonable time period. After the investigation is completed, the Employer will inform the officer of the disposition of the investigation upon the employee's request.

#### **Section 35.08 Interviews Regarding Off-Duty Arrests**

For instances in which the employee has been arrested for a criminal offense unrelated to the performance of his duties for an incident which occurred outside of his/her normal duty hours, the Bureau may determine not to interview the employee regarding the matter pending the resolution of the criminal charges,. (The case is considered resolved when the court issues a verdict or judgment, or other appropriate determination at the initial level. Any appeal of this determination will not render the matter "unresolved"). However, the Employer may implement any of the procedures referred to in Section 35.02 of this Article. In cases involving possible criminal conduct where prosecution has been declined by appropriate authority, the employee will be given a copy of the declination of prosecution, if the declination was given in writing. The officer will be issued a warning regarding the requirement that they must participate fully in the investigation.

#### **Section 35.09 Written Complaints**

The Employer will determine which complaints of misconduct received against an officer will be handled informally or reduced to writing. If it is found a complainant has filed a false report against an officer, the Employer will address the matter as it determines

## **Section 35.10           OIG-conducted Investigations**

When officers are interviewed as subjects or witnesses by the Office of Inspector General (OIG) they have an obligation, pursuant to Treasury Employee Rule of Conduct, Title 31, Code of Federal Regulations, subchapter 0.207, to cooperate and provide information. Officers also have rights guaranteed to them by the Constitution, statute and/or regulation. If officers reasonably believe that such inquiry or investigation may lead to disciplinary action against them; upon request, they will be advised of their rights when interviewed by the OIG and afforded union representation.

## **ARTICLE 36**

### **DISCIPLINE/ADVERSE ACTIONS**

#### **Section 36.01           Coverage**

This Article covers actions involving oral and written warnings, written reprimands, suspensions, removals, reductions-in-grade or pay, or furloughs of thirty (30) days or less. The removal of probationers is an exception to this Article and will be governed by Government-wide regulations.

#### **Section 36.02           Definitions**

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

Disciplinary actions are oral and written memorandums of warnings, reprimands and suspensions of fourteen (14) days or less.

#### **Section 36.03           Just Cause/Efficiency of the Service**

Adverse actions may be taken for such cause as will promote the efficiency of the service. Adverse actions must be supported by a preponderance of evidence. 5 USC 2301 & 2302 prohibits the Employer from taking certain personnel, disciplinary and adverse actions against an officer. Disciplinary/adverse actions are determined on the merits of each individual case.

#### **Section 36.04           Appeal of Actions**

An officer against whom a personnel, disciplinary or adverse action is taken, may appeal the action through whatever means is available to the officer as provided for by law, regulation or this agreement.

#### **Section 36.05           Warnings & Reprimands**

The supervisor retains a copy of the memorandum of warning and it is not included in the officer's official personnel folder. Reference to any letter of warning may be cited in a related action that occurs within 6 months of issuance as evidence that the officer was informed of the

offense and of possible future disciplinary action. The letter must be removed at the end of the 6-month period.

Letters of reprimand will be made a part of the officer's official personnel folder and will be removed after 12 months. However, at the request of either the Employer, or the officer with the Employer's consent, the letter of reprimand may be expunged from the OPF at an earlier date.

Letters of warning (and their equivalent) and letters of reprimand will only be used as the basis for progressive discipline in accordance with the BEP personnel manual.

**Section 36.06            Counseling Discussions**

Counseling discussions, letters of counseling and/or Reports of Inquiry are methods designed to bring to the attention of the officer a violation or potential violation of rules of conduct, regulations, work practices or other matters. Such discussions will be conducted in private. The officer may have a representative present.

**Section 36.07            Harmful Error**

Management's disciplinary and adverse actions may not be sustained if a harmful error is shown. The precedent of the Merit Systems Protection Board will be applied to this error.

**Section 36.08            Right to Review Evidence**

An officer against whom action is proposed under this article will have the right to review the information relied upon supporting the action and will be given a copy upon request.

**Section 36.09            Official Time**

The officer and his/her representative will be granted a reasonable amount of official time of up to twenty-four (24) hours, if otherwise in a duty status, in cases involving removal, reduction-in-grade or pay, furloughs of thirty (30) days or less, or suspensions of more than fourteen (14) days; of up to sixteen (16) hours in other cases for preparation and presentation of answers to propose actions under this Article. The official time authorized may be extended upon request.

**Section 36.10            Letters, Memorandums, etc.**

No letters, memorandums, supervisor's notes, notes to the file, records, etc. will be used as supporting evidence to initiate any disciplinary/adverse action unless the officer to whom they pertain has been provided with a copy of the supporting material and has had an opportunity to respond as soon as practicable after the event.

**Section 36.11            Table of Penalties/Progressive Discipline**

The parties recognize management's discretion to determine an appropriate penalty. Unless inconsistent with established BEP policy, disciplinary actions shall generally be progressive in nature and fairly relate to the offense.

## ARTICLE 37

### LAST CHANCE AGREEMENTS

#### **Section 37.01 Employer May Voluntarily Offer**

Nothing can be agreed to in a Last Chance Agreement that would compromise the integrity, the protection of or the mission of the Employer or would pose risk of harm. Nothing will require the Employer to offer a Last Chance Agreement. However, if on an individual basis it is determined to offer a Last Chance Agreement to any Police Officer, the provisions of this article shall apply. Should the Employer consider offering a Last Chance Agreement, the Employer is not precluded from withdrawing an offer of a Last Chance Agreement prior to agreement and signature.

#### **Section 37.02 Disability**

In the case of officers who are claiming a handicapping condition related to alcohol or drug abuse, the Parties agree to be bound by the case law and government-wide policy in effect at the time such action is taken. The individual employee who has alleged such a disability must provide current documentary evidence sufficient to establish that he/she has such disability.

#### **Section 37.03 Waiver of Appeal Rights**

A bargaining unit employee may elect to waive appeal rights (except future EEO rights) in a Last Chance Agreement in return for the granting of the agreement by the Employer. However, the Employer shall not influence a bargaining unit employee to waive any available appeal rights in connection with disciplinary and/or adverse action.

#### **Section 37.04 Reinstatement of Appeal Rights**

Reinstatement/implementation of disciplinary or adverse action by the Employer will automatically reinstate full employee rights which have not already been exercised or waived.

-Unless voluntarily waived by the employee, challenges to the actions taken under a Last Chance Agreement (not the content) may be pursued in the appropriate forum.

-Nothing in the Last Chance Agreement shall interfere with the Employer's right to discipline.

-The signing of the Agreement is required in order to have it effectuated.

-The Last Chance Agreement must describe the conduct, performance, leave use or rehabilitation expectations the employee must adhere to in order to avoid removal.

#### **Section 37.05 Meetings**

Meeting concerning Last Chance Agreements do not constitute examinations in connection with an investigation or formal discussions under Section 7114(a)(2)(A) of the Statute. An employee may elect to represent his/her self for the Last Chance Agreement or choose their own representative. If the employee asks to have a Union as representative, the Union's President,

or designee, will be permitted the opportunity to be present when the Last Chance Agreement is offered to an employee.

**Section 37.06            No Automatic Waiver of Rights**

No rights of employees or the FOP are waived (unless as part of the agreement) in any way by the signing of a Last Chance Agreement.

**Section 37.07            Consultation with Representative**

If the Union is selected as representative, no Last Chance Agreement will be valid unless the employee is given the opportunity to consult and/or discuss the terms of the Agreement with the designated Union representative.

**ARTICLE 38**

**USE OF FORCE**

**Section 38.01            Policy**

The parties recognize that anytime a officer uses force to effect an arrest or to protect his/her life or the life of others, the officer is a potential criminal target until prosecution has been declined or a grand jury refuses to indict the officer. As a result, the parties agree that when the use of force results in injury or death:

-The officer may request to be removed from the scene upon the arrival of additional officers and management will make every reasonable effort to approve the officer's request.

-The officer may consult with a Union representative or attorney prior to providing a formal statement or submitting to an investigative interview by a representative of the Employer. Nevertheless, officers will be required to immediately respond to factual questions by management officials relating to the security of the facility, the product and officers.

-The officer will be offered the opportunity to speak with a mental health professional as soon as reasonably possible after the incident. The parties agree this opportunity may not unduly delay the Employer's investigation.

**Section 38.02            Rights under the Law**

Where the officer is a criminal suspect or it is reasonably likely that the officer may be charged with a crime, the officer shall be afforded all rights under the law. If the Employer wishes to take an administrative statement prior to a determination of whether an officer will be charged with a crime, the Employer will advise the officer of his/her rights in accordance with the law and in accordance with Officers Rights under Investigation as described in Article 04.12 of this CBA.

**Section 38.03            No Waiver of Rights**

The Employer will observe an officer's right to refrain from self incrimination when investigating criminal matters but may threaten to or invoke appropriate sanctions when officers refuse to cooperate fully and completely with Employer investigations where matters are wholly administrative in nature.

**ARTICLE 39**

**CRITICAL INCIDENT STRESS DEBRIEFING**

**Section 39.01            Establishment of the Program**

The Employer and the Union agree to establish a Critical Incident Stress Debriefing (CISD) program which is designed to proactively manage the common disruptive physical, mental and emotional factors than an officer may experience after a critical incident (i.e. accidents/incidents; death of a co-worker; acts of terrorism; bomb threats; exposure to toxic materials; prolonged rescue or recovery operations and natural disasters).

**ARTICLE 40**

**PAY**

**Section 40.01            Physical Hardship or Hazard Differentials**

The payment of physical hardship and hazardous duty differentials shall be authorized and implemented in accordance with 5 CFR Part 550, Subpart I, Appendix a.

**Section 40.02            Night Differential**

Night pay differential shall be compensated in accordance with 5 USC 5545 and applicable regulation.

**Section 40.03            Sunday Pay**

Sunday work shall be compensated in accordance with 5 USC and applicable regulation.

**Section 40.04            Wages and Salaries**

Employer and FOP understand that Pay will be set by applicable Law, Rule, or Regulations as may be required during the term of this Agreement.

**Section 40.05            Performance Awards**

The Employer, when making performance award recognitions, is unable to provide such recognition, agree to consider other options such as quality step increases, special acts, and/or other appropriate allowable recognitions. The Employer agrees to treat the bargaining unit members equally with regard to the amount or calculation of any such awards.

**Section 40.06            Goalsharing**

The Employer, when deciding to provide any production/gains share amounts will equally consider the members of the bargaining unit.

**ARTICLE 41**

**SUGGESTIONS & AWARDS**

**Section 41.01            Submissions of Suggestions**

The Parties encourage all officers in the Unit to participate in the incentive awards and cost reduction programs. It is the desire of the Parties that all suggestions and cost reduction ideas be processed in a timely and expeditious manner. In this regard, it is agreed that every reasonable effort will be made to reduce the in-process time required in processing suggestions and cost reduction ideas. It is further agreed that officers who encounter unreasonable or unwarranted delays in receiving a final determination on the adoption or rejection of a submitted suggestion or cost reduction idea may take the matter up with the appropriate supervisor. The Employer shall investigate complaints regarding delays in processing suggestions or cost reduction ideas. The Employer agrees to furnish to the suggestor pertinent information in writing as to reasons for delay. The Employer recognizes that the Union may make inquiries regarding delays, upon written request of officers in the Unit. The Employer further agrees that where unreasonable delays are found to exist, such action as is necessary to expedite the suggestion in question will be initiated.

**Section 41.02            Reviews of Suggestions**

Officers are encouraged to discuss prospective suggestions with Police management who will review the suggestion before submitting the suggestion for evaluation through the BEP Suggestion Program. The reviewer will discuss the suggestion with the affected area prior to rejecting it. Rejection will be in writing and the suggestor will be afforded the opportunity to ask questions and discuss the details of the rejection letter.

**Section 41.03            Completion of Suggestion Form**

The Employer agrees to allow reasonable time on the clock to fill out the Suggestion form.

**ARTICLE 42**

**TRAVEL**

**Section 42.01            Government Credit Card Education**

The Employer will provide education on the use of Government business credit cards. Education is provided at initial issuance, renewal issuance and periodically throughout the card holder's possession of an active Government business credit card.

## **Section 42.02            Local Travel**

A standard travel order will be issued to officers when required to travel beyond the local area. The local area for purposes of this Agreement is considered a distance which the officer can travel to, accomplish assigned work, and return from during the officer's regularly scheduled days and hours of work. Every effort possible will be made to provide officers in advance with complete and accurate information in respect to:

- Purpose of travel assignment;
- Anticipated duration of assignment;
- Mode of transportation to the job site; and
- Arrangements made for quarters and transportation at the job site.

Normally officers shall receive their travel orders sufficiently in advance to ensure arrangements for transportation and advancement for per diem allowances can be accomplished during working hours and prior to departing. Maximum permissible advancement of per diem and mileage allowance will be made upon request.

If an officer elects a mode of travel other than that selected by the Employer, the Employer may, workload permitting, adjust the officer's work schedule to allow the officer to travel on their own time or schedule leave in conjunction with their authorized travel day.

## **Section 42.03            Meal Reimbursement**

Where the nature and location of the work at the temporary duty station is such that suitable meals cannot be obtained, reimbursement will be authorized unless prohibited by appropriate regulations.

# **ARTICLE 43**

## **RETIREMENT**

### **Section 43.01            Retirement Training**

Employer agrees to make available a retirement planning program between the beginning of the officers second BEP employment year and the end of their fifth BEP employment year. Bargaining unit members who will be eligible for retirement within five (5) years shall be given the opportunity to participate. It will include individual counseling assistance, information material and/or group information sessions. Officer's participation, in this program shall be in a duty status to the extent practical.

### **Section 43.02            Withdrawal of Retirement Application**

An officer may withdraw a resignation or retirement application at any time prior to its effective date, provided the withdrawal is communicated to the Employer in writing and the Employer has not hired a replacement.

**Section 43.03            Next of Kin Notification**

The Employer will notify a deceased officer's designated next of kin of any benefits to which they may be entitled, and assist them in filling the claims for unpaid compensation, including lump sum leave payments and any retirement, insurance, or social security benefits.

**Section 43.04            Timely Processing**

The Employer agrees to process all retirement paperwork in a timely manner.

**ARTICLE 44**

**UNIFORM AND EQUIPMENT**

**Section 44.01            Committee**

The Employer and the Union agree to the creation of a Uniform Advisory Committee. The committee will evaluate and make recommendations concerning all aspects of the uniform. The Committee will consist of an equal number of management and union representatives. Each party will select their own representatives, workload permitting.

**Section 44.02            Maintenance**

The Employer will maintain and issue all uniforms and essential accessories. The Employer will provide alterations and cleaning of all uniforms.

**Section 44.03            FOP Pin**

All bargaining unit members will have the right to wear a pin showing their membership in the FOP on their uniform shirts. If worn, the placement outlined in the Dress and Appearance Section of the police Operations and Procedures Manual will be followed.

**Section 44.04            Body Armor**

Bullet-proof vests and body armor will meet or exceed DOJ standards.

**Section 44.05            Equipment**

The Employer will provide all uniforms and equipment in accordance with the WCF Police manual.

**Section 44.06            Consensus**

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

## ARTICLE 45

### PUBLIC TOUR POLICE

#### Section 45.01

The Public Tour Police (PTP) Section is assigned to the WCF Tour and Visitor Center (TVC) and is a separate unit under the Police Services Branch.

#### Section 45.02

The parties intend to abide by the procedures described in this CBA when applying working conditions to the PTP Section. Language within this article does not negate language in other parts of this CBA except that which is expressly defined in this article.

#### Section 45.03      **Assignment of Officers**

Management retains the right to select and assign officers. Management may solicit volunteers who have desire to work at the TVC; however, management is not obligated to select from the solicitation list. Officers who are reassigned to the TVC as a result of a management reassignment may be detailed to the TVC up to one year; however, the detail may become a permanent reassignment at management's discretion. Officers who are assigned to Operations from the PTP shall be placed on shifts in accordance with management's discretion, not by seniority; and will have the opportunity to bid on shift assignments during the Operations Section open season for shift assignments.

#### Section 45.04      **Seniority**

PTP are to retain their existing seniority in accordance with Article 10 of the CBA regardless of position assignment. PTP returning to the Operations Section, and vice versa, shall retain their seniority as defined in the CBA. Officers of the PTP Section shall not participate in the Operations Section's open season for shift assignment selections, primary leave bidding, shutdown schedules or other Operations Section assignments unless otherwise required by Bureau management. Officers of the Operations Section shall not participate in the PTP Section activities such as leave bidding, shutdown schedules or other assignments unless otherwise required by management.

#### Section 45.05      **Basic Work Week**

The basic work week is Monday through Friday, 8 hours per day.

#### Section 45.06      **Work Hours**

Hours of duty will vary in accordance with the hours of operations for the TVC. Officers will be notified of schedule changes in advance as early or whenever possible. All hours of work for the PTP is considered a day-shift.

### **Section 45.07            Peak/Non-Peak Seasons**

The TVC experiences high and low volume visitation periods. These periods are called peak and non-peak seasons. Each period has its own hours of operation. Accordingly, work schedules may vary to accommodate the need of the TVC. The peak and non-peak hours of operations will be posted in advance of the seasons.

### **Section 45.08            Premium Pay**

Officers will receive premium pay in accordance with applicable Federal law.

### **Section 45.09            Smoking**

There is not a designated smoking area in or around the TVC. *The TVC and its surrounding area is a 100% non-smoking facility.* Officers who smoke may only do so when on break and in WCF-designated smoking areas.

### **Section 45.10            Uniform Dress**

1. Officer dress code will be strictly enforced.
2. Officers will dress in the Police Services Branch locker rooms.
3. When determined by the Employer, hats are to be worn at all times inside and outside the TVC except when inside the break room or inside the plant operations facility.
4. Uniform options including shoe styles will be determined by management.
5. Officers will be provided a shoe allocation of 2 pair per year. Ergonomic insoles may be provided upon request when acceptable medical evidence is provided.

### **Section 45.11            Overtime**

The parties agree that overtime rosters for the PTP Section is established and maintained as a separate and distinct roster independent of the Operations Section overtime roster. Operations Section police shall not be included in the PTP Section overtime roster for PTP activity unless otherwise required by Bureau management. PTP officers shall not be included in the overtime roster for operations police activity unless otherwise required by Bureau management.

### **Section 45.12            TVC Closures**

1. TVC Public Closure: During those occasions when the TVC is closed to the public, management may assign all, some or no officers to the Operations Section of the Police Services Branch.
2. TVC Administrative Closures: Examples of TVC closures are (although not limited to) those that are based on weather conditions; heightened security; or maintenance closure.
3. Essential Classification: Officers are considered essential except during complete closures of the TVC and during the Bureau's year-end shutdown periods. Bureau management retains the right to determine essential classification of the PTP and to

assign PTP to the Operations Section during complete closures of the TVC as deemed necessary.

4. Heightened Security: During heightened security, PTP may be assigned to the Operations Section as required by management and will be placed in accordance with the needs of the Bureau, not by seniority.
5. Year End Shutdown: PTP will request annual leave, compensatory time off, leave without pay or be furloughed in accordance with Bureau directives.
6. General (Other than Above): Assignment of work will be determined by Bureau management.

#### **Section 45.13            Miscellaneous**

1. One break room is provided in the TVC with a table, 4 chairs, sink and cabinet storage space.
2. Bureau management retains the right to assign employees as operationally required.
3. Briefings shall be held in the TVC break room.
4. Breaks may be taken in the PTP break room or in Operations designated break areas.

#### **Section 45.14            Weekend/Holiday Work Availability**

If an Operations Officer is drafted to work his/her weekend off or his/her holiday, he/she, may have an officer from the Public Tour Police work in his/her place. The Operations Officer must solicit on his/her behalf.

If a replacement PTP officer is found, that PTP officer must contact the appropriate Shift Commander at least one calendar day prior to the scheduled duty and confirm that he/she will work for the Operations Officer. This fulfills the Operations Officer of his/her draft responsibilities. Once committed, the PTP Officer must report for duty at the prescribed time and place. If the PTP officers cannot report for duty, i.e. sick, a replacement will be chosen based on the CBA draft procedures.

#### **Section 45.15            Year-end Shutdown (YES) Procedures**

1. The PTP police shall follow the parameters identified by the Bureau of Engraving and Printing concerning Year End Shutdown.
2. Only annual leave, compensatory time or leave without pay may be used during shutdown in any combination. Note: Employees must be in a paid status at least one (1) hour immediately prior to or after the related holiday to be paid for the holiday.
3. Sick leave may be used during YES only for specific medical reasons. Employees are required to provide acceptable medical documentation upon their return to duty if sick leave is used during YES. If no documentation is provided with the timecard or the documentation is unsatisfactory, employees will be charged AWOL unless other leave is requested by the employee and approved by the supervisor.

4. PTP police may work in the place of an Operations police during YES with the following provisions:
  - a. PTP officer must be available to work the entire YES period except for normal days off. This includes all holidays.
  - b. PTP officer must be available to work with any Company.
  - c. Those PTP officers who wish to work during YES must submit a "Request to Work YES" to the Operations Officer not later than close of business December 1, of the current year.
  - d. The Operations Officer will forward the request to the Police Captain for assignment.
  - e. Determination of assignment will be made by seniority as follows:
    - (1) Those PTP officers who request to work will be placed in seniority order and will be offered the assignment based on their seniority.
    - (2) If a PTP officer declines the assignment, he/she will be eliminated from consideration and the assignment will be offered to the next senior PTP officer.
    - (3) If a PTP officer accepts the assignment, he/she will take the place of the Operations officer and will assume the Operations officer's seniority, day(s) off, holiday off, and accumulated overtime hours for the purpose of the draft and the offering of overtime.
    - (4) In the event the replaced Operations officers elect not to take the leave or return from leave sooner than reflected on their OPM Form 71, Request for Leave or Approved Absence, the PTP officer must immediately return to leave status.

## **ARTICLE 46**

### **OUTSIDE EMPLOYMENT**

#### **Section 46.01            Conflict of Interest**

When bargaining unit members choose to work on outside employment, including self-employment, this employment must not result in or create the appearance of a conflict of interest with official duties or with official business of the Employer, nor impair the officer's mental or physical capacity to perform official duties. The Employer shall not take actions regarding an officer's outside employment that are arbitrary or capricious.

#### **Section 46.02            Submission of Forms**

Officer desiring to accept or undertake outside employment, including self-employment, shall request permission using BEP Form 1748, Application for Permission to Engage in Outside

Employment or Other Activities. An officer's request must be submitted to the Employer at least *ten* (10) days prior to the proposed commencement of outside employment or business activity.

**Section 46.03            Return of Request**

The Employer will respond to the officer, approving or denying the request, as soon as possible but not later than Seven (7) days after receipt of the officer's request. The Employer will provide reasons for the denial in writing.

**ARTICLE 47**

**GRIEVANCE PROCEDURE**

**Section 47.01            Definition**

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

**Section 47.02            Attempt to Resolve Disputes**

The Employer and the Union recognize that disagreements will arise in a work situation. As a result, officers and supervisors are encouraged to attempt to resolve grievances or other work related concerns informally and at the lowest level possible. However, the Employer recognizes that officers, groups of officers, the Union or the Employer are entitled to file and seek resolution of grievances under the provisions of the negotiated grievance procedure. The Employer agrees not to interfere with, restrain, coerce or engage in any reprisal against an officer or Union representative for exercising the rights contained in this agreement and this article.

**Section 47.03            Exclusions**

This procedure will not apply to any grievance concerning:

- actions taken against an officer for prohibited political activities;
- retirement, life and health insurance matters;
- any suspension or removal for national security reasons;
- any examination, certification, or appointment referred to in Title 5 USC Section 7121(c) (4);
- the classification of any position which does not result in a reduction in grade or pay;
- the removal of a probationary officer;
- matters relating to pay or overtime entitlements under the Fair Labor Standards Act.

**Section 47.04            Exclusivity of Remedies**

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

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

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

-there is a conflict of interest; or

-the Employer determines that an officer's release from his or her official position would give rise to unreasonable cost or whose work assignments preclude his or her release.

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

If an officer presents a grievance without union representation, the union will be given the opportunity to be present at all meetings concerning the grievance and at the adjustment of grievances. The union will normally be given at least two (2) workdays notice of such meetings.

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

**Section 47.06            Official Time**

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

**Section 47.07            Number of Representatives**

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

Step 1: One representative; however, the Union may request that a second representative be present for training purposes when operational requirements permit.

Step 2: A number of representatives equal to the number of Employer representatives

#### **Section 47.08            Disciplinary/Adverse Action**

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

#### **Section 47.09            Initiation of Grievance**

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

#### **Section 47.10            Minimum Information**

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

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

#### **Section 47.11            Steps**

STEP 1. An officer/representative will first present the grievance in writing to the Police Inspector. The Police Inspector or designee will review the complaint. The Police Inspector will provide a written response within seven (7) calendar days of the receipt of the grievance.

STEP 2. If the officer/representative is not satisfied with the decision at Step 1, they may seek further consideration of the grievance by submitting the grievance to the Manager, Security Division or designee within seven (7) calendar days of the receipt of the answer at Step 1. The Manager, Security Division or designee will make an inquiry into the facts and provide a written decision within seven (7) calendar days of the receipt of the grievance.

**Section 47.12            Invoking Arbitration**

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

**Section 47.13            Grievance Not Advanced**

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

**Section 47.14            Union Institutional Grievances**

Grievances filed by the Union on its own institutional behalf will be initiated at Step 2 and will be filed within fifteen (15) days of the event giving rise to the grievance. The Union President or designee and the Security Division Manager or designee will meet within seven (7) days to discuss the grievance. The Security Division Manager or designee will issue a written decision on the grievance within seven (7) days of the meeting described herein. The decision of the Security Division Manager or designee will specify that it is the BEP formal decision on the grievance. If the grievance is not resolved to the satisfaction of the Union, the Union may invoke arbitration within 20 calendar days of the Security Division Manager or designee's decision.

**Section 47.15            Employer Grievances**

Grievances by the Employer on its own institutional behalf will be submitted in writing to the Union's President or designee within fifteen (15) days of the event giving rise to the grievance. The Union President or designee and Employer's representative will meet within seven (7) days to discuss the grievance. The President or designee, will issue a written decision on the grievance within seven (7) days of the meeting described herein. The decision of the Union President will specify that it is the Union's formal decision on the grievance. If the grievance is not resolved to the satisfaction of the Employer, the Employer may invoke arbitration within 20 calendar days of the Union's decision.

**Section 47.16            Computation and Application of Time Limits**

In computing time periods for steps 1 and 2 of this Article, should the time to either file a grievance or respond to a grievance fall on a weekend or a holiday the time limit will automatically be extended to the next business day. Timeframes in this article may be extended in writing by mutual consent of the parties.

**ARTICLE 48**

**ARBITRATION PROCEDURE**

**Section 48.01            Arbitration**

Within twenty (20) days following receipt of a decision at step 2, the Union will notify the WCF Security Division Manager, it intends to submit the matter to arbitration. Within seven (7) days

after notification, the parties will jointly make a request to FMCS for a panel of arbitrators. The parties will share the expense of the request to FMCS for the panel of arbitrators.

After receiving a panel of potential arbitrators from FMCS, the parties will expeditiously meet to choose an arbitrator. The parties can either mutually agree to an arbitrator off the FMCS panel or if mutual agreement cannot be reached, the parties shall take turns striking the panel of arbitrators until there is one arbitrator left.

The remaining arbitrator, after the parties strike the panel, will serve as the parties' arbitrator unless both parties mutually agree, in writing, to request another panel of arbitrators from FMCS. Should the parties mutually agree in writing to request another panel of arbitrators from FMCS, the selection procedures for the arbitrator outlined in this Section shall apply.

#### **Section 48.02            Scheduling/Official Time/Witnesses**

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

#### **Section 48.03            Hearing Procedures**

As soon as possible after the selection of the arbitrator, but no later than ten (10) days before a scheduled hearing, the parties will meet in an attempt to stipulate facts and issues in the case for joint submission to the arbitrator. The parties will exchange copies of exhibits they intend to present. This Section will not preclude a party from introducing rebuttal documents without prior notice. At this time the parties will also exchange lists of potential witnesses to the scheduled hearing. This Section will not preclude a party from introducing rebuttal witnesses without prior notice. Questions of grievability or arbitrability will be submitted to the arbitrator for decision prior to any hearing.

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

#### **Section 48.04            Hearing Procedures**

The arbitrator will have the following authority:

- Administer oaths and affirmations.

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

- Rule upon offers of proof and receive relevant evidence and stipulation of facts with respect to any issue.
- Limit lines of questioning or testimony which are immaterial irrelevant, unduly repetitious or customarily privileged.
- Regulate the course of the hearing, including ruling on motions when appropriate.
- Draw any appropriate/adverse inference if a party fails to present facts or witnesses that the arbitrator deems necessary.
- Hold conferences for the simplification of the issues by consent of the parties.
- Request the parties at any time during the hearing to state their respective positions concerning any issue in the case or theory in support thereof.
- Continue the hearing from day to day, or adjourn it to a later date with appropriate notice.
- Take official notice of any material fact not appearing in evidence in the record which is among the traditional matters of judicial notice.
- Sequester or exclude witnesses where appropriate.
- The arbitrator will confine himself/herself to the precise issue submitted by the parties for arbitration and will have no authority to determine any other issues not submitted. The arbitrator will have no authority to change, alter, modify, delete or add to the terms and/or provisions of this agreement.

#### **Section 48.05            Rights of the Parties**

The parties will have the right to:

- Appear in person or by representative;
- Examine and cross examine witnesses;
- Introduce into the record relevant evidence;
- Determine a reasonable period prior to the close of the hearing for oral argument (presentation of a closing argument does not preclude a party from filing a post hearing brief);
- File a post hearing brief with the arbitrator;
- No reply brief may be filed unless requested or approved by the arbitrator;
- Have copies of all documents filed with the arbitrator at any stage of the preceding simultaneously served on the other party;
- To appear at the hearing on official time.

**Section 48.06            Award**

The Arbitrator will submit his/her award to the parties as soon as possible, but in no event later than thirty (30) days following the close of the record before him/her unless the parties mutually agree to a specific extension. The award will make findings of fact and conclusions of law setting forth the basis of the decision. The decision of the Arbitrator is final and binding except that exceptions may be filed in accordance with Section 48.08.

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

**Section 48.07            Expenses/Costs**

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

**Section 48.08            Exceptions to an Arbitrators Award**

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

**Section 48.09            Expedited Arbitrations**

By mutual consent and in cases other than disciplinary/adverse actions, the parties may refer a particular grievance to expedited arbitration in lieu of the normal grievance process in this procedure. An arbitrator will be selected as described in Section 01. The hearing will be conducted as soon as possible and will be informal in nature. There will be no briefs and no official transcripts and the arbitrator will issue a decision as soon as possible, but not later than five (5) days after the official closing of the hearing unless otherwise agreed between the Parties.

**Section 48.10            Access to Information**

In the processing and handling of grievances under this procedure, the Union will have access to such information that is relevant and necessary to the processing of a grievance in accordance with 5 USC 7114(b)(4) and where disclosure is not prohibited by law. Should the Union make a written request for information it believes is necessary in connection with a pending arbitration the Employer will respond to such a request within ten days either providing the requested information, setting forth a schedule for the production of the requested

information, or explaining why such information does not fall within the purview of Section 7114(b)(4) of the Statute. The schedule for production will include the name of the document and the specific date when the document will be produced. In connection with a question of particularized need the parties will meet in an attempt to resolve the matter. Having met, should the parties still not be able to reach agreement on the production of requested information, the Union may request assistance through the Federal Labor Relations Authority for an expedited decision on the information request.

**Section 48.11 Attorney Fees**

Reasonable attorney fees and costs will be provided to the union's counsel if the officer is the prevailing party and the payment of attorney fees is warranted in the interest of justice. The precedent of the Federal Labor Relations Board will be the standard the arbitrator will apply to the award of attorney fees.

**ARTICLE 49**

**NO STRIKE**

**Section 49.01 Legal Prohibitions**

The Union recognizes the legal prohibition in 5 USC §7116(b)(7)(A), 18 USC §1918(3) and 5 USC §7311(3) concerning the participation in a strike or asserting the right to strike against the Government of the United States. Consistent with this prohibition, the Union will not call or participate in a strike, work stoppage, or slowdown in a labor-management dispute and will not condone any such activity by failing to take action to prevent or stop such activity. For purposes of the Agreement, the term "strike" is defined as any concerted stoppage of work by officers (including a stoppage by reason of the expiration of a collective bargaining agreement) and any concerted slowdown or other concerted interruption of operations by officers.

**ARTICLE 50**

**DURATION & EFFECT**

**Section 50.01 Duration**

Once all provisions of the agreement have been agreed to by the parties and after union ratification the appropriate management and union officials or their designees will sign the agreement and tender the agreement for agency head review. The agreement will thereafter remain in effect for thirty-six (36) months from the date of agency head approval.

**Section 50.02 Renewal/Renegotiations**

This Agreement will be automatically renewed for additional period of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate the Agreement. The written notice must be given no sooner than 45 calendar days before the contract anniversary date but no later than 45 calendar days after the contract anniversary date. Within thirty (30)

days after notification and upon request of either Party, the Parties will enter into and conduct ground rules negotiations for the purpose of renegotiating a new or modified master collective bargaining agreement. If negotiations are not completed prior to the expiration date, this Agreement will remain in full force and effect until a new Agreement is reached. However, after the expiration date of the Agreement the Employer may notice the Union that the Employer will no longer follow any or all provisions pertaining to permissive subjects of bargaining.

**Section 50.03            Changes in the Agreement**

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