

**NEGOTIATED AGREEMENT**  
**BETWEEN**  
**NATIONAL INSTITUTES OF HEALTH**  
**AND**  
**FRATERNAL ORDER OF POLICE (FOP)**  
**LODGE # 1**  
**THE FEDERAL - SERVICE**  
**LABOR MANAGEMENT RELATIONS STATUTE**

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

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

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

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

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

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

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

The National Institutes of Health recognizes that the Fraternal Order of Police Lodge #1 is the exclusive representative of all employees in the bargaining unit. In accordance with applicable Federal law, the Union recognizes the responsibility of representing the interests of all Officers in the Bargaining Unit without discrimination and without regard to employee organization membership with respect to grievances, personnel policies, practices, procedures, and matters affecting their general working conditions. This contract applies to all Bargaining Unit Members of the National Institutes of Health Police.

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

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

## **Section 5. Definitions**

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

- A. Officer: The term applicable to National Institutes of Health Police and Detectives, up to but not including Sergeants who constitute the Unit. The FOP Union will not represent employees who are not sworn police officers.
- B. Confer: Oral or written discussion between representatives of the Agency and representatives of the Union for the purpose of exchanging views or information concerning the formulation or adjustment of personnel policies and practices affecting the general working conditions of officers in the union.
- C. Impasse: The inability of the representatives of the Agency and the union to arrive at a mutually agreeable decision concerning negotiable matters through the bargaining process.
- D. Negotiation: Bargaining of representatives of the Agency and the union on appropriate issues relating to the terms of employment, working conditions, and personnel policies and practices with the view of arriving at a mutually acceptable agreement.
- E. Worksites: Consist of an officer(s) assigned or detailed to any location designated by Management. Management agrees to allow the Union Chairman or his designee to visit a NIH Police worksite so that they may check on the safety and working conditions at each worksite. The destination and return trip must be within a distance to be accomplished in the same day by vehicle and requested and approved in advance by Management. If the worksite is outside of this distance and more than three union members are assigned to that location, management will agree to allow the use of Union Official Time, not to exceed 40 hours unless approved by Management, to visit that site. Management will not be responsible for any cost incurred from the visit.
- F. Deployment: Station one or more officers to a temporary duty station as designated by management due to national emergencies, natural disasters, or other events designated by management.
- G. Consultation: Exchanging ideas, concepts, and views between Management and the Union either verbally or in writing.
- H. Days: Days mean calendar days.
- I. Probationary Employee: Upon initial appointment to a competitive position in the Federal Civilian service, employees are required to serve a 1 year probationary period. For the purposes of this contract, probationary employees are exempt from coverage.

- J. Cadet: Is a GS-4 non-sworn Police Officer in training status and is exempt from bargaining unit coverage.
- K. Seniority: For the purposes of this contract, Seniority will be determined by the date of hire at the NIH Division of Police based on continuous service with the NIH Police, within each rank and/or specialty unit. In the case of ties, determination will be made by:
- a. Federal Service Computation Date on the SF-50.
  - b. Officers will draw lots.

L. Emergency:

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

If there are no volunteers or not enough volunteer's qualified personnel will be rotated to fulfill the staffing requirements.

During mandatory staffing situations, Officers will have preference in choosing overtime slots by seniority. Management will insure that overtime is distributed fairly.

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

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

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

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

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

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

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

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

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

### ***Section 2. Negotiation Responsibilities***

Management shall negotiate, consult and/or confer as appropriate in accordance with law, rule, regulation, executive order, and government-wide mandate.

### ***Section 3. Method of Acting***

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



officers will be provided to Labor Relations Officer (LRO) in accordance with the contract. The method of notification will be made by regular mail, interoffice memo, email, FAX, or any other recognized method of delivery. The Union may, within 7 calendar days of the receipt of the proposed changes, request to negotiate, furnish written proposals thereto, or request a meeting to discuss those matters submitted by the Agency. The Agency agrees to give full consideration to views expressed by the Union. Exceptions to these time factors may be emergency situations that are beyond the control of the Agency.

***Section 4. Work Rules***

The right to make rules and policies concerning the day-to-day activities unique to a worksite shall be considered an acknowledged function of Management officials of the Agency.

***Section 5. Executive Orders***

The Agency shall comply with all applicable executive orders.

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

### ***Section 1. Union Rights***

The Agency shall in no way restrain, intimidate, interfere with, coerce, or discriminate against designated members of the Union in the exercise of their right to serve as exclusive representatives for the purpose of collective bargaining, handling of grievances and appeals, furthering effective labor-management relations, or acting in accordance with applicable regulations and agreements on behalf of an Officer or group of Officers within the Bargaining Unit.

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

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

### ***Section 3. Formal Questioning***

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

### ***Section 4. Equitable Contract Application***

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

### ***Section 5. Distribution of Documents to Union***

The Union has the right to receive a copy of all current and proposed Agency-issued rules and regulations relating to personnel policies, practices, and working conditions that affect the Unit.

**Section 6. *New Officer Notification***

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

**Section 7. *Right to Exclusive Representation***

The Union, as representative of Officers, shall have the right and responsibility to present its views to the Agency either orally or in writing concerning grievances and personnel policies and practices or other matters affecting general working conditions of Officers.

**Section 8. *Fair Representation***

The Union will represent all employees in the Bargaining Unit on a fair and equitable basis.

**Section 9. *Union Representative Training***

Union Chairman, Vice Chairman, Secretary, Treasurer, and Trustee can upon request and approval of the Chief of Police (COP) attend FOP annual conferences and the Bi-annual FOP Grand Lodge Convention on official union time. Unless there is an emergency, the Bi-annual conference requests will be approved. In case of emergency deemed by the Chief of Police, then only those union officials approved by him/her, if any can attend the above conferences and/or convention and the proper documentation will be provided. 24 hours of Official Union time shall be permitted to each of the Union Stewards per year for the purposes of training upon request and approval of the Chief of Police or his designee. 60 hours of Official Union time shall be permitted for the Chairman and 40 hours for the Vice-Chairman, Secretary, Treasurer, and Trustee for attendance at Union-sponsored training sessions upon request and approval of the Chief or his designee. Additional hours for training can be agreed to by the Chief of Police if necessary for Union Training.

**Section 10. *Prohibited Practices***

The Union shall not call or engage in a strike, work stoppage, or slowdown in a labor-management dispute, or condone any such activity by failing to take affirmative action to prevent or stop it.

***Section 11. Picketing***

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

***Section 12. In-Service Sessions***

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

***Section 13. Bargaining Unit Information***

Management will post to the "P" drive information on officers to determine seniority. Information will contain date of hire and successful completion date of required police training to become a sworn officer for all Bargaining Unit members.

## **ARTICLE 5. LABOR MANAGEMENT COMMITTEE**

Management agrees to establish a Labor Management Committee with Union and Management to discuss issues of mutual concern. This committee will meet as needed.

## **ARTICLE 6. UNION REPRESENTATIVES**

### ***Section 1. Official Time***

Both parties to this Contract have the responsibility to negotiate in good faith and otherwise in such manner as will further the purposes of the Civil Service Reform Act. Also, they agree to make every reasonable effort to resolve all differences that arise between them in connection with the administration of this Contract.

In order to facilitate and expedite the resolution of relevant concerns between the Agency and the Union and thereby minimize labor relations problems having a detrimental effect on the Agency's operations, the Agency agrees to:

- A. Assign the Union Chairman to a scheduled tour of duty on the Second Relief (Dayshift, Monday through Friday) for representational duties. Under normal circumstances the Chairman shall be allowed 16 hours a pay period to work on labor relations matters. The Chairman will give a minimum of 48 hours notice to schedule the use of these hours unless waived by management. These hours will not accumulate from one pay period to another unless with management approval warrants an exception due to operational necessity. The Chairman may designate a substitute when he/she is on leave for more than 4 days. The Chief may designate a suitable worksite/location to which this person will be assigned.
- B. The Chairman may request additional Official time for him/her and/or other Union representatives for labor relations matter and representational duties. Requests for such time shall be submitted using the official time form by the Union Chairman/representative and approved by the Agency.

### ***Section 2. Use of Official Time***

The use of official time shall:

- A. Be limited to labor relation's matters directly pertaining to official representational duties.
- B. Not be used for the conduct of internal Union affairs or other activities excluded by statutory prohibitions or applicable decisions by judicial or quasi-judicial entities; and,
- C. Not be used for unwarranted absences.
- D. The Union shall submit to Labor Relations, on a monthly basis, all requests for Official Time forms for all Union Officers and Stewards. These are due on the last day of each month.

### ***Section 3. Principal Point of Contact***

- A. The Chief, Employee and Labor Relations Branch or his designee, is the designated representative of the Agency and, as such, is the principal point of contact with the Union in conducting labor relations activities. The Union Chairman, Vice Chairman, or in their absences his/her designee are not precluded from contacting the Chief, NIH Police, or his/her representatives.
- B. It is agreed that the Union Chairman or his/her designated representative is the spokesperson for the Union in carrying out conductive business with the Agency.

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

The Agency agrees to recognize the Chairman, Vice Chairman, Secretary, Treasurer, Trustee, Chief Shop Steward and Stewards duly authorized by the Union, subject to the conditions stated herein. Annually, the Union agrees to provide the Agency with a list of members they want recognized and will keep the list updated as necessary.

### ***Section 5. Union Officer Conduct***

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

### ***Section 6. Steward's Official Relationship***

Both the Union and the Agency shall recognize the Steward's official relationship with Management, where the Steward functions as an official representative of the Union. It is agreed that the interests of both parties will be best served by developing a climate of mutual respect and good working relationships within the ranks of their respective representatives.

### ***Section 7. Union Representation during Working Hours***

Representatives as identified in Section 6 will conduct their Union representation function during working hours and shall not use their offices for unwarranted absences from their duty posts. Stewards, when leaving their duty posts, shall first obtain permission from their immediate supervisor. The Union Official will obtain permission from the supervisor of any officer being contacted. Such permission will not unreasonably be withheld. They will report their return to work to their supervisors. Union Representatives will not be compensated for hours past their normal tour of duty unless requested or required by Management to be present.

### **Section 8. Reassignment/Details of Stewards**

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

### **Section 9. Chief Steward Role**

It is mutually agreed that the role of the Chief Shop Steward is:

- A. To be immediately concerned with management actions affecting the working conditions of Bargaining Unit employees.
- B. To take action, upon the request of designated shop Stewards and officials of the Union, to attempt to resolve complaints and grievances through the chain of command, up to and including the Chief of Police with the permission of the Union Chairman.
- C. To be aware of personnel or working condition problems and take action on his/her own initiative by pursuing such through established official channels.
- D. To attend hearings when officially requested by labor management relations, the Union, or third parties for witness duties, or when designated as representatives in third party formal disputes, (e.g., MSPB, FLRA and arbitration). The Chief Shop Steward will have their tour of duty changed to be on official time.

### **Section 10. Role of the Steward**

It is mutually agreed that the role of the Steward within designated by the Union is to:

- A. Advise Management and the Union of potential problem areas, with a view of improving working conditions for the prevention of complaints and for the mutual benefit of all parties.
- B. Advise or assist Officers to seek resolution of complaints and grievances in the most expeditious and mutually satisfactory manner through discussion with the appropriate supervisory level in the worksite.
- C. Seek to determine the merits of an Officer's complaint through the collection and consideration of facts.
- D. Advise the Officer on the merits of his/her complaint and/or grievance and on the action that it deserves.



- E. Assist the Officer by referring an unresolved grievance to the appropriate Chief Steward.
- F. Other duties as assigned by Union officials authorized by the statute.
- G. Provides the Chairman Request for Official Time forms filled out on a monthly basis.

***Section 11. Designation of Chief Shop Steward***

- A. The Union is entitled to designate one Chief Shop Steward. The Union will designate a minimum of one Shop Steward for every shift in the Bargaining Unit. With approval of the Chairman, an Officer's Chief Shop Steward will assign an alternate Steward to represent the grievant when his/her designated Steward is unavailable.
- B. The Union agrees to furnish to the Agency and the Labor Relations officer a list of the Employees designated to serve as Union representatives. The list may be changed at any time. However, the Agency is not required to recognize new appointee's prior to receipt of written notification.

***Section 12. Designated Union Officers***

A list of the names of designated Union Officers, Chief Shop Steward, and shift Shop Stewards will be posted on the official Union bulletin boards located in NIH Police facilities which are provided by Management.

***Section 13. Training for Union Officials***

The Union, in recognition of its responsibility, agrees to train the Chief Shop Steward and Stewards in the scope of their duties and the manner in which such duties are to be accomplished. The Union acknowledges responsibility for the conduct of its representatives in their role as a Union Official. The Agency has the right to consult with the Union regarding the actions of its representatives.

***Section 14. Reporting Official Time***

The Union agrees to report the Official time used for representational purposes on an approved NIH Union Official Time form (Appendix A).

***Section 15. Requests for Change in Duty for Union Meetings***

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

## **ARTICLE 7. GRIEVANCE PROCEDURES**

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

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

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

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

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

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

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

- A. Any claimed violation relating to prohibited political activities.
- B. Complaints concerning retirement, life insurance, or health insurance.

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

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

- A. Matters covered under this contract
- B. Interpretation of this contract
- C. Issues perceived to be contrary to written policies of the NIH Police, NIH Policy Manual, DHHS, Regulations of OPM, and applicable Federal Laws, Statutes, or Codes.

**Section 4. Termination of Grievance**

The Agency may terminate a grievance upon:

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

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

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

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

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

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

The Union shall have the following rights in Officer grievances:

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

### ***Section 8. Availability of Information***

- A. Upon request, a grievant and his/her representative shall be provided all information relevant to the grievance in accordance with law, rule, and regulation. Applicable personnel regulations and directives shall be made available and the Union permitted to review or make copies of same, free of charge.
- B. If the information requested in Section 8 A. is denied, the Agency shall give the reason for the denial.

**Section 9. Opportunity to Resolve Grievance**

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

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

- A. A formal grievance shall be submitted in writing. The grievance shall contain:
  - 1. The nature of the grievance.
  - 2. Details of the incident.
  - 3. Provision of the contract violated.
  - 4. If relevant, the specific law, rule, or regulation violated.
  - 5. Request, if desired, for oral presentation.
  - 6. Specific remedy requested.
- B. The specific remedy requested shall:
  - 1. Directly benefit the grievant.
  - 2. Not request disciplinary action for another employee or management official.
  - 3. Be subject to the control of the Agency.
  - 4. Be appropriate to the subject of the grievance.
- C. The following steps constitute the required procedures for the grievance process:

**Step 1 (Informal)**

The employee must bring the matter to the attention of his/her immediate supervisor, either orally or in writing within days of the occurrence or when

discovering an issue or incident that they wish to grieve. If the grievance is not settled, the supervisor will respond in writing to the employee within 7 calendar days from the receipt of the complaint. If no response is received, the grievance will be considered denied and may be elevated to the next level.

## **Step 2**

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

If mutually agreed between the Union, Management, and Labor Relations, the grievance may bypass Step 3 and elevated to Step 4.

## **Step 3**

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

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

## **Step 4**

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

### **Step 5**

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

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

- A. Grievances filed by the Union on its own institutional behalf may be initiated at Step 2.
- B. Grievances filed by the Union on behalf of any group of Bargaining Unit employees will be initiated at the lowest level capable of resolving them.

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

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

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

- A. If the Union is dissatisfied with the outcome of a grievance at the conclusion of Step 4 of this procedure, the provisions of the Article entitled Arbitration may be invoked, or the Union may appeal to the Merit System Protection Board if jurisdiction is warranted.
- B. The appeal of a suspension taken under the provisions of 5 CFR 752 C and D is through arbitration or MSPB, but may not be both.

## **ARTICLE 8. ARBITRATION**

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

Binding arbitration may be used to settle unresolved grievances after the grievance procedure has been exhausted or as a means of appeal of suspensions or adverse actions.

### ***Section 2. Invocation by Agency or Union Only***

Only the Union or the Agency may invoke arbitration. This shall be done within 30 days of receipt of the fourth step decision in the case of a grievance or within 30 days after the effective date of a suspension or an adverse action. Decisions to pursue arbitration for the Union must be decided by the elected Union officials.

### ***Section 3. Use of FMCS***

Either party may invoke arbitration under this procedure by requesting the Federal Mediation and Conciliation Service (FMCS) to provide a list of persons qualified to act as an arbitrator. To select the arbitrator from the list of persons, both parties will strike names until one person is left. An alternate arbitrator will be the last arbitrator struck.

### ***Section 4. Selection of Arbitrator***

Upon selection of the arbitrator in a particular case, representatives of the parties will communicate with the arbitrator and with each other to select a mutually agreeable date for the arbitration hearing.

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

The arbitrator's hearing shall be conducted on the NIH effected work site or a site to be mutually agreed upon by management and the union. If an offsite location is used, then both parties will equally share all expenses. The arbitration hearing shall be scheduled during the workweek of Monday through Friday, and shall be scheduled to begin no earlier than 8 a.m. and shall end at the time designated by the arbitrator.

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

A Union representative and a legal representative may accompany the grievant.

### ***Section 7. Arbitration Fees***

The expenses and fee of the arbitrator shall be borne equally by the Agency and the Union.



**Section 8. Postponement/Delay of Arbitration**

Once the date has been established and within 3 days of that hearing date, either party that unilaterally causes that an arbitration hearing be postponed, delayed, canceled and/or withdrawn for whatever reason, which results in any fees, shall pay any and all of such fees. If the parties mutually agree to postpone, delay, and/or cancel an arbitration proceeding, the parties will equally share the cost of any and all such fees.

**Section 9. Written Briefs**

A written brief may be filed at the option of each party or at the request of an arbitrator.

**Section 10. Transcript of Arbitration**

A verbatim transcript will be made of the arbitration hearing and the cost of such transcript will be shared equally between the parties.

**Section 11. Copies of Documents**

Copies of any and all documents filed with the arbitrator at any stage of the arbitration proceeding shall be served simultaneously on the other party.

**Section 12. Determination of Witnesses**

It will be the sole discretion of the arbitrator to determine who may testify. Arbitration hearings shall normally be open hearings. Either party may request that the hearing be closed to persons having no interest in the dispute. Upon showing of good cause, the arbitrator may close the hearing. This does not preclude the parties from requesting witnesses be sequestered.

**Section 13. Arbitrator's Decision**

- A. The arbitrator shall be requested to render his/her decision to the Union and the Agency as quickly as possible. The decision shall be in writing and shall contain the reasons supporting the decision and award.
- B. The decision of the arbitrator shall be binding and promptly acted upon by the parties subject to allowable appeal rights.
- C. Any dispute over the interpretation of an arbitrator's award shall be returned to the original arbitrator for settlement.

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

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

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

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

- A. Stable work schedules shall be maintained as much as possible. When contemplated changes in an Officers' regular tour of duty are in excess of 4 hours (not including time for equipment maintenance), Management will strive in good faith to notify the affected Officers at least 7 days before the effective date of such changes. In situations of declared emergencies, Management will endeavor to notify affected officers as expeditiously as circumstances permit.
- B. In the event a need arises to change an Officer's tour of duty for one (1) hour from his current tour of duty to fill a work assignment, such a change shall not extend for more than three (3) days. The Agency will seek volunteers to fulfill the assignment. Should there be no volunteers, the Agency will assign the work to an Officer.
- C. Sign off days within the scheduled shifts will be determined by seniority; however, management will determine the work schedules.
- D. When shift vacancies arise, management shall announce the vacancy and provide all necessary information for officers to apply for the open position. While selecting the appropriate applicant for the vacancy, management shall evaluate applicants by set objective considerations that are announced in the vacancy. "Objective considerations" include, but are not limited to such matters as: ability; skill; and qualifications for an assignment. When objective considerations are equal, seniority shall be used as the tie breaker. If no officers apply to fill the vacancy, then reverse seniority will be used to fill the vacancy based on qualification and needs of the department.

In order to prevent a void of experienced leadership on each shift, vacancies will be filled by officers within the same grades – example: MPO to MPO (Grade 8), CPL to CPL (Grade 7), Officers (Grades 5 and 6), Specialty Unit to Specialty Unit (K-9 to K-9). Officers assigned to specialty units or those who have received certified training necessary for the vacancy may be reassigned as necessary by the Chief of Police or his/her designee.

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

- E. The schedule of tours of duty may be changed by the Shift Commander to permit Union representatives or Officers who might act as witnesses, to participate during duty hours in oral replies to proposed disciplinary actions, grievance appeals, hearings, and investigations.
- F. Officers will be given fourteen (14) day notice for shift changes or sign off days unless waived by the Officer or the Chief declares an emergency.

**Section 3. Cancellation of Sign Off Days**

Officers shall receive notification of cancellation of sign-off days with as much advance notice as possible.

**Section 4. Overtime**

- A. As a means to meet workload requirements, the Agency retains the right to determine the number of Officers on each workweek schedule. Whenever possible, overtime assignments will be handled on a volunteer basis, as long as the officer is qualified. In no case will the regular workweek (sign-off days) be changed solely to avoid payment of overtime pay unless waived by the officer or to accommodate training. This section will not apply during emergency situations.
- B. An Officer required to perform any work before or after his/her scheduled work hours will receive compensation for all such work in accordance with law.
- C. Officers shall receive compensatory time at the rate of 1 hour for every hour of overtime worked. Compensatory time shall be rounded up to the next quarter of the hour in accordance with regulations.
- D. When an Officer is required to report for duty on his/her sign-off day or is called back to duty, the Agency shall provide a duty assignment of no less than 2 and up to 4 hours duration. After the Officer has reported to duty, should the supervisor find that the Officer's services are no longer needed; the supervisor may dismiss the Officer from duty. The officer will be compensated for the full two hours regardless of the early dismissal.
- E. When an Officer is required to report for court on his/her sign-off day or off-duty status, he/she shall receive a minimum of 2 hours of overtime pay or compensatory time at the officer's request in accordance with law.
- F. A system for the fair distribution of work hours beyond the 40- hour workweek shall be discussed for impact and implementation between the Agency and the Union when long-term overtime assignments are foreseen.
- G. Compensatory time provision – NIH Police officers can choose between Compensatory time or overtime. Compensatory time converts to overtime

if not used pursuant to rules and regulations. Management retains the right to grant or deny the use of compensatory time upon request of the Officers.

- H. Officers assigned to the K-9 unit shall receive an additional 1 hour of overtime pay, seven days per week, for care of their K-9 and related equipment. This is in addition to the .5 hour of overtime pay all officers currently receive at the end of each tour of duty in regard to equipment and uniform maintenance. If on leave and the dog is kenneled at NIH, or for other reasons kenneled at NIH for 1 or more days, Officers will not receive the additional overtime.
- I. Management will provide free use of the R&W fitness facilities or other facilities as deemed appropriate by the Chief, for officers on non-duty time, to work out. This is voluntary.

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

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

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

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

### ***Section 7. Annual Leave Requests***

- A. Officers requesting annual leave for 40 hours or more shall normally submit their leave requests at least 30 days but no more than nine months prior to the date the leave is scheduled to begin. The Shift Commander will advise Officers in writing of the status of their leave request within 14 days of their date of request. If at the time of the request leave cannot be approved, the request shall remain for consideration unless withdrawn by the Officer. If the officer has not received an answer within the 14 days, he may request a ruling on the leave by his branch commander.
- B. Any leave requests for at least 8 hours and less than 40 hours shall have their status decided and the Officer advised within 24 hours of their request.
- C. Under Emergency or Heightened Terrorist alerts, the Director may cancel leave to carry out the mission of the organization; however, management will make all attempts to honor all leave requests that were pre-approved.

## **Section 8. Sick Leave**

- A. Officers shall adhere to current departmental policy regarding calling in to request sick leave. When an Officer returns to duty from absences beyond 3 days, he/she may be required to be certified fit for duty by a physician at the Occupational Medical Service. In cases where it is apparent that a total of 3 consecutive days will be insufficient to recover from an ailment, the Officer shall notify his/her supervisor prior to the third day and thereafter as appropriate. Officers shall adhere to SOPs and directives in regards to leave use and notifications.
- B. Sick leave privileges may be restricted or suspended at any time when misuse is identified and special leave restrictions may be initiated.
- C. Officers using leave under the Family Medical Leave Act and/or the Family Friendly Leave Act shall use it in accordance with law, rule, and regulation.

## **Section 9. Limited and Light Duty Status**

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

### Receipt of Medical Treatment

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

## **Section 10. Administrative Leave**

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

### ***Section 11. Emergency Leave***

Emergency leave is defined as a condition which arose since the officer last left work and which is of a serious enough nature to justify the officer's request to use leave without prior approval as described in Section 8 above. Requests for emergency leave must be approved by the on duty shift supervisor.

### ***Section 12. Funeral Leave***

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

### ***Section 13. Miscellaneous Leave***

- A. Court Leave will be granted in accordance with applicable Federal regulations.
- B. Voting and Voter Registration: officers will be granted administrative leave in accordance with Federal regulations to allow sufficient time to vote or register to vote during an election.
- C. Court Leave will be granted for Jury Duty under applicable regulations.

### ***Section 14. Leave Without Pay***

An officer may be granted leave without pay (LWOP) in accordance with applicable laws and regulations. If the officer is requesting leave without pay for an extended period of time, the supervisor approving such a request should carefully review the circumstances and the officer should provide sufficient justification for such a request. The use of leave without pay should not exceed one year for each individual request.

### ***Section 15. Trading Time***

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

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

### ***Section 16. Relief and Housing During Details***

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

## **ARTICLE 10. TARDINESS**

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

Tardiness is defined as a failure to report to the assigned duty post at the specified reporting time.

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

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

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

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



## **ARTICLE 11. SPECIALTY UNIT POSITIONS**

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

## **ARTICLE 12. TEMPORARY PROMOTIONS AND DETAILS**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 6. Details**

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

## **ARTICLE 13. MERIT PROMOTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 14. Performance Management Program**

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

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

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

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

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

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

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

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

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

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

- A. The critical result(s) for which the Officer's performance is below the minimally satisfactory level and the performance standards and elements related to the deficient performance.
- B. The specific reasons why the Officer's work performance is below a minimally satisfactory level.
- C. What an Officer must do to bring his/her performance up to a minimally satisfactory level.
- D. That the Officer shall have at least 30 days in which to improve deficient performance. At the end of that period, the Officer will be evaluated and the supervisor shall assign the performance rating.

### ***Section 6. Performance Action***

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

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

When an Officer disagrees with a performance appraisal rating, the Officer may file a grievance as specified under Article 8 of this Agreement.

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

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

## **ARTICLE 15. INCENTIVE AWARDS**

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

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

### ***Section 2. Time Off Incentive Awards***

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

## **ARTICLE 16. DISCIPLINARY ACTIONS**

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

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

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

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

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

Management shall follow an appropriate progressive disciplinary process. A progressive disciplinary process may begin at informal counseling by a supervisor with the Officer to explore the source of any difficulty and to suggest constructive ways to overcome such difficulty. The process may lead to oral admonishments, letters of warning, and letters of reprimand, suspensions, and/or removal. Serious offenses may be cause for severe actions, including removal, irrespective of whether previous discipline had been taken against the Officer.

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

The following actions are considered disciplinary in nature:

- A. Oral Admonishment - An oral admonishment is an interview between a supervisor and an Officer intended to remedy a matter of concern. This interview is conducted with a high degree of flexibility and has no procedural requirements and no prescribed format. It is distinguished from oral counseling in that counseling is non-disciplinary in nature. The supervisor should make it clear to the Officer that the interview constitutes an oral admonishment and that it is intended and conveyed as a penalty.
- B. Letter of Warning - A letter of warning is issued to inform an Officer of deficiencies in conduct. A copy of the letter shall be placed in the Officer's Work File Folder. Letters of warning will be removed from the files after 1 year. A removed or withdrawn letter of warning may not be used to



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

- C. Letter of Reprimand - A letter of reprimand is a written notice advising an Officer of a conduct problem and strongly recommends that such conduct or behavior be corrected. A copy of this letter becomes part of the Officer's Official Personnel File (OPF) and may be used to support other disciplinary or adverse actions. A removed or withdrawn reprimand may not be used to support future charges. A letter of reprimand may be grieved through the negotiated grievance procedure.
- D. *Suspensions for 14 days or less:*
  - 1. When Management proposes to take disciplinary action under the provisions of 5 CFR 752 A and B for a suspension of 14 days or less, the Officer shall receive a written proposal of disciplinary action. This proposal shall include the following information:
    - a. The specific reasons for the proposed action.
    - b. A statement that the Officer has 14-days to reply to the charges.
    - c. A statement of the right to be represented by a representative of the Officer's choice.
    - d. A statement that the Officer shall be allowed a reasonable amount of official time as determined by management to review the official file and to prepare a response.
    - e. A copy of the official file including any exculpatory evidence.
    - f. An Officer will be given 14 days from the date of the receipt of all materials to reply to the charges.
    - g. A reply in person is an opportunity for the Officer and a representative to provide explanation to the deciding official or his/her designee of why the proposed action should not be taken. It may consist of the Officer's denial of the charges or a submission of affidavits or documentary evidence to controvert the charges or lessen the seriousness of the charges.

- h. If the Officer's representative is not a member of the Force, the Union shall be given the opportunity to have one representative present at the oral reply. The oral reply shall be scheduled at a time that meets the needs of the Officer and Management. If the Union-designated representative is unable to attend this scheduled meeting, a delay in the oral reply shall not be made. This Union representative shall be on official time if otherwise in a duty status. The Union representative may request that his/her tour of duty be changed to permit attendance during duty hours in accordance with provisions of the Union Representatives Article. The Officer-designated representative shall be the spokesperson at the meeting and the Union-appointed representative shall have the opportunity to offer the views of the Union at an appropriate time.
- 2. The Officer shall notify the assigned Employee and Labor Relations representative in writing, of the name, address and telephone number of the Officer's representative and permission to review all files. In the absence of such prior written notification, communication from the Officer shall be acceptable.
- 3. Following the Officer's reply to the charges, or upon expiration of the 14 day time limits the Officer chooses not to answer, the Officer shall receive a written notice of decision. The written decision will include rights and the appropriate procedure for appeal. The appeal of a suspension taken under the provisions of 5 CFR 752 A and B is through the negotiated grievance procedure.
- 4. The Agency shall give as much advance notice of the effective date of a suspension as is reasonable.

**Section 5. Truth Detection Devices**

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

## **ARTICLE 17. ADVERSE ACTIONS**

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

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

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

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

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

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

## **ARTICLE 18. TRAINING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Agency agrees that if an Officer wishes to take college courses that are related to his/her duties; the Agency may reimburse the Officer based on the following criteria:

- A. Availability of funds
- B. Maintaining of a "C" average or greater by the Officer taking the course(s)
- C. The Agency approves the course of instruction and the training institution prior to the Officer taking the course(s)
- D. Officers must understand that they may be reimbursed for part or all costs associated with tuition, books/class materials, and institutional fees based on section 8 and 9

### **Section 9. Tuition Reimbursement**

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

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

### **Section 10. Student Loan Program**

Officers may participate in the NIH Student Loan Repayment program.

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

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

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

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

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

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

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

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

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

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

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

**Section 6. Training in Police Procedures**

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

**Section 7. Arming Officers**

All officers in uniform and assigned to police duty shall be armed. Officers shall comply with the provisions of the Law Enforcement Officers Safety Act of 2004.

**Section 8. Smoking**

The Union agrees to its bargaining members adhering to current NIH Smoking regulations that state that there is no smoking in Government buildings, vehicles, and within established setback or designated areas near the hospital and building air intakes. Should there be a change in this policy, management agrees to provide the Union with notice of such change and negotiate to the extent required by law.

## **ARTICLE 20. PAY**

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

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

### ***Section 2. Retention Bonus Pay***

In an attempt to achieve comparability with other Washington Metropolitan police agencies, management will continue to make every effort to pursue retention allowances pursuant to the laws, rules and regulations set forth by OPM and the Department.



## **ARTICLE 21. EQUAL OPPORTUNITY**

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

**ARTICLE 22. WORKERS' COMPENSATION and DISABILITY  
CLAIMS**

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

## **ARTICLE 23. EMPLOYEE ASSISTANCE PROGRAM**

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

## **ARTICLE 24. REDUCTION IN FORCE**

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

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

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

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

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

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

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

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

### ***Section 5. Appeals***

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

## **ARTICLE 25. CONTRACTING OUT**

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

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

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

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

## **ARTICLE 26. PERSONNEL INFORMATION**

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

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

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

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

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

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

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

### ***Section 7. OPF contents***

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

## **ARTICLE 27. FACILITIES, UNIFORMS, AND EQUIPMENT**

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

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

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

The Agency agrees to pay for dry cleaning and alterations of uniforms and for necessary uniform replacements when the replacement is not due to negligence or abuse. This portion includes detectives on Executive Protection and Plain Clothes detail officers.

### ***Section 3. Uniform Allowances***

Management will explore uniform allowance for Plain Clothes detectives comparable to surrounding jurisdictions. This fact-finding will take place during meetings with the LMC.

### ***Section 4. Feasibility study***

NIH will conduct a feasibility study to construct a separate Police Department on the NIH Campus in Bethesda.

### ***Section 5. Footwear***

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

### ***Section 6. BDUs***

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

## **ARTICLE 28. USE OF OTHER OFFICIAL FACILITIES**

### ***Section 1. Use of phones/copiers/faxes***

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

### ***Section 2. Roll Call Room***

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

### ***Section 3. Bulletin Board***

A 4' X 6' bulletin board or other size based upon mutual agreement will be reserved for posting Union notices and literature in a conspicuous location within the Police Division at each NIH Police facility where more than 3 Bargaining Unit Members are assigned. Notices posted by labor organizations on NIH Police bulletin boards and literature distributed on the Agency's property shall identify the organization issuing or sponsoring it, or other source of material posted. The material must pertain specifically to the business of the Union or be related to Officer's work and employment conditions. Such notices shall not reflect on, or attack the integrity or motives of individuals, other labor organizations, the employing agency, or other government agencies. The union shall be responsible for the board's contents and cleanliness.

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

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

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

### ***Section 5. Union Office***

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



## **ARTICLE 29. DUES WITHHOLDING**

### ***Section 1. Dues Withholding***

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

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

### ***Section 2. Allotment Authorization form***

Allotments for Union dues shall be authorized on an SF-1187, which shall be obtained by the Union for Officers. Officers who wish to participate in the dues withholding program may authorize a pay allotment to cover Union dues by submitting a signed SF-1187 to the Chairman, who will certify that the Officer is a member in good standing in the Union. He/she in turn will submit forms to the Branch of Employee and Labor Relations.

Deductions will begin as expediently as possible from the receipt of the original form in the office of Employee Relations.

### ***Section 3. Revocation of Dues***

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

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

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

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

**Section 5. Termination of Dues**

Termination of dues withholding shall be automatic when an Officer is expelled or is assigned to a position outside of the Bargaining Unit.

The employee is responsible to notify Employee Relations if expelled, reassigned, or promoted to a position outside of the bargaining unit.

**Section 6. Dues Remittance**

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

## **ARTICLE 30. CIVIC RESPONSIBILITIES**

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

## **ARTICLE 31. DISCLOSURES OF FINANCES**

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

## **ARTICLE 32. MISCELLANEOUS PROVISIONS**

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

Reserved Parking for NIH Police officer's on the 3<sup>rd</sup> Relief (2 p.m. to 10:30 p.m.) will receive red parking stickers for their private vehicles which will allow them to park in reserved red spaces.

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

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

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

Agency will provide and maintain lock boxes for off-duty firearms carried by Officers as provided by the Law Enforcement Officers' Protection Act signed into law July 22, 2004.

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

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

### ***Section 6. Prior MOUs/Agreements***

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

### **ARTICLE 33. DISTRIBUTION OF CONTRACT**

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

## **ARTICLE 34. DURATION OF THE CONTRACT**

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

The effective date and the anniversary date of this Contract shall be the date of approval by the Agency Head. This Contract will expire on the third (3<sup>rd</sup>) year anniversary date. It shall be automatically renewed for successive periods of 1 year, unless either party gives written notice to the other of its desire to renegotiate the Contract. The written notice must be given at least 30 days prior to the expiration of the anniversary date. The other party promptly upon receipt must acknowledge the notice. Upon notice being given of intent to renegotiate, the Contract and amendments shall remain in effect until a new Contract is reached.

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

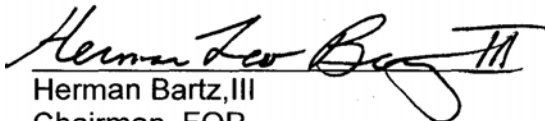
This Contract will be amended as required to comply with law, court decisions, or regulations, as provided in Article III, Section 2. A written notice of the need to amend the Contract shall be made to the other party and shall be accompanied by specific Contract language proposals. Representatives of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

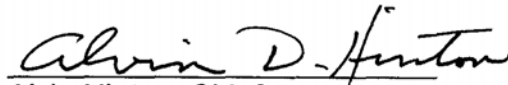
IN WITNESS WHERE OF THE Parties hereto have entered into this AGREEMENT


This 22 day of March, 2007.

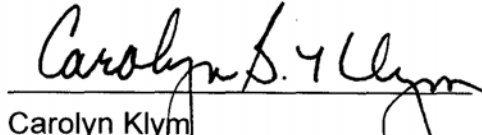
FOR THE UNION:

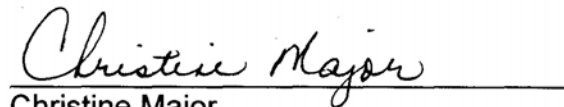
FOR THE AGENCY (NATIONAL INSTITUTES OF HEALTH)

  
Herman Bartz, III  
Chairman, FOP

  
Alvin Hinton, Chief  
Division of Police

  
James Pineiro  
Vice-Chairman, FOP

  
Carolyn Klym  
NIH Labor Relations Officer

  
Christine Major  
NIH Collective Bargaining Official

Bargaining Team Members:

Warren LaHeist  
Secretary, FOP

Lieutenant Joseph Cox  
NIH, Division of Police

Wallace Carter  
Treasurer, FOP

Major Patricia Haynes  
NIH, Division of Police

Roman Lesiw, Esq.  
Labor Relations Specialist  
NIH, OHR

The effective date of this Agreement is April 20, 2007.