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ARTICLE 1

PARTIES TO THE AGREEMENT

Section 01.01 **Parties**

This Agreement is made by and between the Office of the Secretary of Defense, Washington Headquarters Services, Real Estate and Facilities Directorate, Defense Protective Service, hereinafter called the "Employer," and the Fraternal Order of Police, D.C. Lodge No. 1, Defense Protective Service Labor Committee, hereinafter referred to as the "Union." The Employer and the Union are collectively referred to as the "Parties."

Section 01.02 **Intent of Agreement**

It is the intent and purpose of both Parties to the agreement: (1) to promote and improve the efficient administration of the Department of Defense and the major role it plays in the development and implementation of law enforcement and security programs for the DoD community within the meaning of the Federal Service Labor-Management Relations Statute; (2) to establish and foster a basic understanding of personnel policies, procedures and practices, and matters affecting the conditions of employment; and (3) to provide a means for amiable discussion and adjustment of matters of mutual interest at the Defense Protective Service.

Section 01.03 **Management**

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

Section 01.04 **Gender**

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

ARTICLE 2

RECOGNITION AND COVERAGE OF THE AGREEMENT

Section 02.01 **Exclusive Representative**

The Employer recognizes the Union as the exclusive representative of all Police Officers, Series 083, employed by the Office of the Secretary of Defense, Washington Headquarters Services, Real Estate and Facilities Directorate, Defense Protective Service in the Washington, D. C. metropolitan area, excluding all professional employees, management officials, supervisors, and employees described in 5 U. S. C. § 7112 (b) (2), (3), (4), (6) and (7) as certified by the Federal Labor Relations Authority in case WA-RP-80039.

Section 02.02 **Union's Responsibility**

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

Section 02.03 **Employee, Position and Calendar Day**

Employee means bargaining unit employee. Position means bargaining unit position. Day means calendar day unless otherwise stated.

ARTICLE 3

PROVISIONS OF LAW AND REGULATION AND EFFECT OF THE AGREEMENT

Section 03.01 **Laws**

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

Section 03.02 **Valid Exception**

Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing or future Employer rules, regulations, orders and practices which conflict with the Agreement, except to those regulations in which a compelling need exist.

Section 03.03 **Established Rules**

All other matters addressed by this Agreement, except as noted in section 03.02, shall be governed by published Employer policies and regulations in existence at the time the Agreement was approved and by subsequently published Agency policies and regulations required by law.

Section 03.04 **Future Bargaining**

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

ARTICLE 4

**COLLECTIVE BARGAINING AND
CHANGES IN WORKING CONDITIONS**

Section 04.01 **Definitions**

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

"Collective bargaining" means the performance of the mutual obligation of the Employer and the Union to meet at a reasonable time, to consult and bargain in a good-faith effort to reach agreement with respect to conditions of employment, and to execute, if requested by either party, a written document incorporating any collective bargaining agreement reached.

Section 04.02. **Change in Personnel Policies and Practices**

It is agreed that personnel policies, practices and matters affecting working conditions not specifically covered by this agreement, shall not be changed by the Employer without prior notice to and negotiation with the Union.

Section 04.03. **Notice to the Union**

Should the Employer propose a change described in Section 04.02, the Employer agrees to provide the Union with at least fourteen (14) days written advance notice of the proposed change. The Union will have up to ten (10) days from receipt of the notice to

request a meeting concerning the change. If the Union requests a meeting, the meeting will normally be held within five (5) days of the Union's request, and the Parties will review the proposed change(s).

Section 04.04 Union Proposals

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

Section 04.05. Federal Mediation and Conciliation Service (FMCS)

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

Section 04.06 Claim of Non-Negotiability

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

Section 04.07. Union Initiated Midterm Bargaining

The Union may initiate bargaining concerning conditions of employment on each anniversary of the effective date of the Agreement. Such notice will be tendered in writing at least thirty (30) days prior to the anniversary date. Each party may offer no more than four (4) articles for additions, deletions or changes at midterm negotiations.

Section 04.08 Surveys

No canvassing, attitude surveys, questionnaires or similar devices concerning personnel policies, practices or procedures affecting working conditions of employees of the bargaining unit, will be utilized by the Employer without prior notification to the Union. The Employer agrees to provide the Union with a copy of any report generated by the

Employer which analyzes and/or provides recommendations resulting from canvassing, surveys or questionnaires. After issuance of a report, or if no report is issued, the Employer agrees to provide a summary of the raw data to the Union upon the Union's request. No canvassing, attitude survey, questionnaires or similar devices will contain any personal identifiers. However, a provision may be made for optional self-identification.

ARTICLE 5

EMPLOYER RIGHTS

Section 05.01 Management's Rights

Subject to section 05.02 of this article, nothing in this chapter shall affect the authority of any management official of any Agency:

- a. To determine the mission, budget, organization, number of employees, and internal security practices of the Agency; and
- b. In accordance with applicable laws:
 - (1) To hire, assign, direct, lay off, and retain employees in the Agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;
 - (2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which Agency operations shall be conducted;
 - (3) 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; and
 - (4) To take whatever actions may be necessary to carry out the Agency mission during emergencies.

Section 05.02 Permissive Subjects

Nothing in this section shall preclude any Agency and any labor organization from negotiating:

(a) At the election of the Agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

(b) Procedures which management officials of the Agency will observe in exercising any authority under this section; or

(c) Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

ARTICLE 6

RIGHTS OF EMPLOYEES

Section 06.01 Rights Protected

a. The Parties agree that employees shall have the right to form, or join, or assist any labor organization, or to refrain from any such activity freely and without fear of penalty or reprisal, and each employee will be protected in the exercise of such right. Except as otherwise expressly provided under the Federal Service Labor-Management Relations Statute, such rights include:

(1) To act for a labor organization or as a representative and, in that capacity, to present the views of that organization to heads of agencies and other officials of the Executive Branch, the Congress, or other appropriate authorities; and

(2) To engage in collective bargaining with respect to conditions of employment through representatives chosen by employees under 5 U.S.C. Chapter 71.

b. The Employer will take such action as may be required to assure that employees in the unit are apprised of the rights described in this article, and that no interference, restraint, coercion or discrimination is practiced to encourage or discourage membership in a labor organization.

Section 06.02 Annual Notification

The Employer agrees to annually inform employees of their rights under 5 U.S.C. 7114(a)(2)(B) by posting this information on the official bulletin board.

Section 06.03 **Compliance with Directives**

Employees are expected to comply with all lawful orders of their supervisors. If an employee reasonably believes that an order violates a law, rule, or regulation, the employee may respectfully bring his/her belief to the attention of the supervisor. If the supervisor confirms the order, the employee will follow it. The employee may subsequently raise the issue through the negotiated grievance procedure. Employees who receive conflicting instructions from supervisors should respectfully bring the conflict to the attention of the supervisor. Normally, the employee is expected to follow the last order issued. Employees who receive instructions from non-Employer employees should respectfully refer the request through their chain of command.

Section 06.04 **Resignations**

An employee is free to resign at any time, to set the effective date of his/her resignation, and to have his/her reasons for resigning entered into his/her official records. The Employer may permit an employee to withdraw his/her resignation if the employee so requests in writing before the resignation becomes effective. The Employer may decline a request to withdraw a resignation before it becomes effective only when the Employer has a valid reason and provides that reason in writing to the employee. A valid reason includes, but is not limited to, administrative disruption or the hiring or commitment to hire a replacement.

Section 06.05 **Voluntary Written Authorization**

Nothing in this Agreement will require an employee to pay any money to a labor organization except pursuant to a voluntary written authorization by a member for the payment of dues through payroll deductions.

Section 06.06 **Fair Application**

The Parties agree that all provisions of this Agreement will be applied fairly and equitably to all employees in the bargaining unit.

Section 06.07 **Employer/Employee Discussions**

The Employer will make every reasonable effort to conduct discussions between a supervisor and employee, and other than regular work related conversations, in private. However, during any meeting between the supervisor and employee where informal counseling or formal discipline may occur, the employee may request the presence of a Union representative. In those instances where more than one supervisor is involved in such a meeting with an employee, the employee may request a Union representative.

Informal counseling does not include the mere issuance of a discreet personnel action. However, if the supervisor initiates a discussion of the discreet personnel action, the employee may request the presence of a union representative.

Section 06.08 In-Office Security

The Employer will make every reasonable effort to provide in-office security to protect employees' personal belongings. Employees will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the workplace. Upon request, the Employer will instruct employees on filing a claim for reimbursement under 31 U.S.C. 3721 and make forms available in case of loss.

Section 06.09 Meetings With Union Representatives

If the employee wishes to discuss a problem or potential grievance with a Union representative, the employee will have the right to contact and meet with the Union representative on duty time. The employee will be released from duties to contact and meet with the Union representative when he/she requests to exercise this right unless there is a pressing operational exigency. A representative of the Union will be given the opportunity to be present at any examination, discussion, a meeting or interview involving the employee.

Section 06.10 Paychecks

The Employer will make every reasonable effort to insure that employees receive their paychecks/direct deposit salary payments on the established payday. Employees are responsible for reviewing their earnings and leave statements and notifying their supervisors of any unexplained changes. When less than 80 percent of the bargaining unit employee's base salary payment is received on the established payday, the Employer will, at the employee's request, authorize an emergency payment pursuant to the Employer's rules and regulations.

Section 06.11 Volunteer Activities

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

Section 06.12 **Inquiry Into Personal Life**

The Employer will not inquire into any employee's personal life unless there is a job-related nexus or the conduct relates directly, narrowly and specifically to the employee's performance as a police officer or continued fitness as a police officer.

Section 06.13 **Service of Warrant/Subpoena**

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

Section 06.14 **Retirement Planning**

The Employer will provide retirement planning information to bargaining unit employees. Such information may include but is not limited to individual counseling, retirement materials, and life and medical insurance counseling.

ARTICLE 7

LABOR MANAGEMENT RELATIONS

Section 07.01 **Establishment of Committee**

The Parties agree to the establishment of a labor-management relations committee to convene in good faith to seek mutual understanding on problems arising under this Agreement or concerning labor-management relations.

Section 07.02 **Committee Composition**

The Union committee members will be the chair, or designee and three (3) others.

Section 07.03 **No Action of Grievances**

The committee will not act on pending grievances, complaints, or disputes.

Section 07.04 **Meetings**

Meetings will be held at the request of either party. The requesting party will include an agenda of items to be discussed. Items other than those on the agenda may be discussed by mutual agreement.

Section 07.05 **Attendance**

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

Section 07.06 **Hours of Meetings**

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

Section 07.07 **Notice/Outside Participation**

The Union chair will advise a designated official of the Employer a minimum of three (3) days in advance of a scheduled meeting, the names of individuals who are requesting to participate in meetings. However, the Union assumes responsibility for notifying Union representatives concerning time and place of the meeting and arranging for appropriate supervisory clearance for time away from the work site.

ARTICLE 8

UNION REPRESENTATION, OBLIGATIONS AND OTHER ACTIVITIES

Section 08.01 **Union Obligations**

The Union obligates itself and agrees to represent in good faith the interest of all employees in the bargaining unit covered by this agreement without discrimination and without regard to membership in the Union.

Section 08.02 **Local and National Officers**

The Employer agrees that local and national officers and other duly authorized representatives of the Union who are not active employees of the Employer will be recognized as follows:

- a. To meet with management officials on appropriate labor-management business if prior notification is provided to the labor relations officers;
- b. To serve as the chief negotiator for the Union when negotiating an agreement with the Employer; and to serve as an authorized observer for the Union or a representative of a grieved employee at a hearing.

Section 08.03 **Number of Representatives**

The Union will designate and the Employer agrees to recognize eleven (11) representatives to handle appropriate representational functions. Normally, no more than one (1) representative per shift will perform representational functions during that specific shift.

Section 08.04 **Notice to Employer**

The FOP agrees to furnish to the Employer written notice of all designated representatives every six (6) months commencing October 1 and at the time of any change in designation. Official time may not be granted to any representative whose designation, is not on file with the labor management branch and the Employer.

Section 08.05 **Official Time for Representatives**

Any representative who requests official time for representational business will follow the procedures set forth in this Agreement.

Section 08.06 **Appointment as a Delegate - Leave**

The Employer agrees that when given at least fifteen (15) calendar days advance notice by an employee in the unit that he/she has been elected or appointed to serve as a delegate to any Union activity requiring absence from work, such employee will be granted annual leave and/or leave without pay (LWOP) whenever practicable.

Section 08.07 **No Restraint**

The Employer agrees there will be no restraint, interference, coercion or discrimination against the representatives of the FOP because of the performance of their union duties.

Section 08.08 **Annual Notification**

The Employer agrees to annually inform employees of their rights under 5 U.S.C. 7114(a)(2)(B) by posting the information on the official bulletin board.

ARTICLE 9

DUES WITHHOLDING

Section 09.01 **Deductions To Be Voluntary**

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

Section 09.02 **Forms**

For the collection of union dues allotment, the Union will use form SF-1187, Request for Payroll Deduction for Labor Organizations. The Union will also be responsible for the proper completion and certification of the forms and for transmitting them to Defense Finance and Accounting Service (DFAS) through the LMER, Personnel and Security Directorate.

Section 09.03 **Employee Responsibility**

A member who desires to have his/her dues deducted from his/her pay must complete the appropriate portion of the SF-1187 and have the appropriate section completed and signed by an authorized official of the Union who will forward it to LMER. The form must be received in the payroll office at least five (5) days prior to the beginning of the pay period in which the deduction is to begin.

Section 09.04 **Union Responsibility**

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

Section 09.05 **Revocation of Dues**

An employee who has authorized the withholding of Union dues may request revocation of such authorization by completion and submission of SF-1188 to LMER, provided the employee has been in dues withholding for one (1) year. The employee must submit the revocation ten (10) days prior to and including the anniversary date of the deduction. Upon receipt of the revocation form which has been properly completed and signed by an employee during the appropriate revocation period, DFAS will discontinue the withholding of dues from the employee's pay effective the first full pay period after the revocation. There will be only one (1) revocation period each year. The payroll office will

notify the Union in writing of all revocations and provide a copy of the SF-1188 at the time the revocation is made effective.

Section 09.06 Amount of Dues

The amount of dues to be withheld under this Agreement will be the regular dues of the member as specified on the member's SF-1187, or as certified by the Union, if the amount of the regular dues has been changed as provided in section 09.07 of this article. A deduction of regular dues will be made every pay period from the pay of an employee who has requested such allotment of dues. It is agreed that no deduction for dues will be made in any pay period for which the employee's net earnings after other deductions are insufficient to cover the full amount of dues.

Section 09.07 Change of Dues Amount

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

Section 09.08 Issuance of Check

The appropriate DFAS payroll will authorize the issuance of a check for the total amount of dues deducted each pay period. Funds will be deposited via electronic funds transfer payable to the Fraternal Order of Police/Defense Protective Service Labor Committee, Inc., normally within ten (10) working days after the close of each pay period. With each transfer, the Employer will provide the Union with a list showing the names of each employee, the amount deducted for dues for each employee and the amount remitted by the accompanying electronic fund transfer. The Union will notify the appropriate Customer Service Representative (CSR) of any change in its bank or depositing information.

Section 09.09 Separation From the Bargaining Unit

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

Section 09.10 Special Assessments

Dues deductions for the payment of special assessments under the terms and

conditions contained in this Agreement are also authorized in accordance with 5 C.F.R. 550.31 1(7)(b). A separate SF-1187 must be submitted to authorize such deduction.

Section 09.11 In the event dues are discontinued erroneously, the Agency will automatically reinstate the previously submitted SF-1187 on the dropped employee's behalf. The Agency will be responsible for reimbursing the Union in an amount equal to the regular and periodic dues the Union would have received for the period of termination.

Section 09.12 **No Referral of Former Bargaining Unit Employees**

The Agency will not refer former bargaining unit employees to the Union to obtain refunds for erroneously held dues.

Section 09.13 **Accurate Dues Withholding**

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

Section 09.14 **Erroneous Payments**

If the Agency makes an erroneous payment to the Union or employee, the Agency will correct the erroneous payment by billing the Union or employee directly within thirty (30) days from the payment date. After the Agency bills the Union or employee to correct an erroneous payment, the Union or employee will verify that the billing is correct and repay the erroneous payment to the Agency within thirty (30) days of being notified of the error. Nothing in this section precludes the Union or employee from requesting a waiver of overpayment in accordance with any rule or regulation of the DFAS payroll office. Upon such request, any repayment will be held in abeyance pending a final decision.

ARTICLE 10

NO STRIKE - NO LOCKOUT

Section 10.01 **General**

a. The Union recognizes the legal prohibition in 5 U.S.C. 7116(b)(7)(A), 18 U.S.C., 1918(3) and 5 U.S.C. 7311(3) concerning the participation in a strike or asserting the right

to strike against the Government of the United States.

b. Consistent with this prohibition, the Union will not call or participate in a strike, work stoppage, or slowdown of the Employer in a labor management dispute and will not condone any such activity by failing to take action to prevent or stop such activity. For purposes of the Agreement, the term "strike" is defined as any concerted stoppage of work by employees (including a stoppage by reason of the expiration of a collective bargaining agreement) and any concerted slowdown or other concerted interruption of operations by employees.

ARTICLE 11

UNION USE OF SPACE AND EQUIPMENT

Section 11.01 **Office Space**

The Employer will provide office space and facilities to the Union for the conduct of official business. The space will meet customary and reasonable standards for habitability. The Employer will provide the Union with advance notice of any required office moves. During the term of this Agreement, the Parties agree to attempt to locate and secure larger office space than is currently available for use by the Union.

Section 11.02 **Office Equipment**

The Employer will provide the Union with a standard four (4) drawer or lockable filing cabinet, two (2) desks, four (4) chairs, personal computer with Internet access subject to the Employer's regulations governing such access, printer, printer table, bookcase, facsimile, and reasonable office supplies. The Union will designate a property custodian who will be responsible for the equipment and requisitioning of supplies.

Section 11.03 **Telephones**

The Employer will provide a telephone, with local call capability and answering machine. The Employer will list the telephone number of the Union in the Defense Protective Service directory and with the Pentagon directory assistance operator. The Union will be permitted reasonable access and reasonable use of a photocopier.

Section 11.04 **Union Representative's Names**

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

Section 11.05 **Conference Space**

The Employer will, upon the written request of the Union, make available space for conferences, meetings, and other approved Union functions relating to bargaining unit employees at no cost to the Union. It is agreed and understood that functions relating to internal Union business will take place during non-work hours. Normally, the request will be made at least five (5) workdays prior to the date desired.

Section 11.06 **Bulletin Board Space**

a. The Employer will provide secured bulletin boards for the posting of Union material. The bulletin boards will be located in the following locations:

- (1) Operations;
- (2) Employee locker rooms;
- (3) Communications.

b. The Union agrees that material posted on its bulletin board will not be libelous. Any dispute concerning the content of any posting, which is alleged to be libelous, will be brought to the attention of the Union's chair by the Employer. The Union agrees to remove the material until the dispute is resolved. The Parties agree that where the dispute cannot be resolved, they will submit the matter to arbitration as provided for in this Agreement.

Section 11.07 **Copies of Laws, Rules and Regulations**

The Employer will provide the Union copies of personnel laws, rules, and regulations and updates, relevant to unit employees.

Section 11.08 **Reproduction of Agreement**

The Employer will reproduce this Agreement and will bear all related costs. The Employer will provide 100 copies of this agreement to the Union for its use and copies to all bargaining unit members.

Section 11.09 **Building Passes**

Subject to safety and security requirements, and on advance notice, non-employee Union representatives will be authorized appropriate building passes for the conduct of official business.

Section 11.10 **Parking**

a. Assigned Permits. Bargaining employees will be issued parking permits in accordance with the Employer's regulations and this Agreement. Employees may request unusual hours permits (U-Permits) based on the following criteria:

- (1) The employee's use of overtime; or
- (2) The employee's work schedule; or
- (3) Other criteria as appropriate.

Each factor by itself or in combination with any other factor is sufficient to warrant the approval for and the issuance of a U-Permit.

b. Non-employee Union representatives will be authorized one parking permit for the conduct of official business. The representative using the permit agrees to comply with all parking regulations of the Employer.

ARTICLE 12

OFFICIAL TIME

Section 12.01 **General**

Any employee representing the Union, or in connection with any other matter covered by 5 U.S.C. Chapter 71, or any employee in an appropriate unit represented by an exclusive representative, will be granted official time in any amount the Agency and the Union agree to be reasonable, necessary, and in the public interest.

Section 12.02 **Collective Bargaining**

Any employee representing the Union in the negotiation of a collective bargaining agreement will be authorized official time for such purposes, including attendance at impasse proceeding, during the time the employee otherwise would be in a duty status. The number of employees for whom official time is authorized under this subsection will not exceed the number of individuals designated as representing the Agency for such purposes.

Section 12.03 **Internal Union Business**

Any activities performed by any employee relating to the internal business of a labor organization (including the solicitation of membership, elections of labor organization

officials, and collection of dues) will be performed during the time the employee is in a non-duty status.

Section 12.04 Request to Supervisor

A Union representative will be allowed time away from his/her job to transact any authorized functions only after requesting and receiving permission from his/her supervisor. The representative will inform his/her supervisor that the representative needs to conduct authorized Union business and the approximate time needed. The representative will provide the supervisor the location and/or telephone number where the representative can be reached. Supervisors will grant such requests, unless work related requirements preclude the representative's absence at that time. When this occurs, the supervisor will promptly advise the representative when the time can be granted. The representative will notify his/her supervisor upon returning to work.

Section 12.05 Other Employee's Supervisor

In addition to the requirements of section 12.04, the Union representative must also obtain permission from the supervisor of the employee with whom he/she wants to meet.

Section 12.06 Employee Requests

Employees will request permission when they must meet with their Union representative away from their place of duty. The employee will inform the supervisor that a work-related issue is to be discussed, the approximate duration of the meeting and the location or telephone number where the employee can be reached. Supervisors will grant such requests, unless there are work related requirements, which would preclude the employee's absence at that time. When this occurs, the supervisor will promptly advise the employee when such authorization will be granted. The employee will notify his/her supervisor upon returning to duty.

Section 12.07 Requests for official time will not be unreasonably denied.

Section 12.08 Disapproval of Time

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

Section 12.09 **Disputes Over Official Time**

Any dispute over the use of official time may be resolved through the negotiated grievance procedure or the unfair labor practice procedure, but not both.

Section 12.10 **Abuse of Official Time**

The Union recognizes its obligation to insure that representatives do not abuse official time by unduly absenting themselves from their assigned work areas. The Union agrees to make every reasonable effort to perform their authorized representational duties in a proper and expeditious manner.

Section 12.11 **Union Sponsored Training**

The Employer agrees that up to forty (40) hours of official time within a fiscal year, but no travel or per diem, may be granted for attendance at Union sponsored training designed to advise representatives on matters within the scope of labor management relations which are of mutual concern to the Parties. An agenda or general description of the topics to be covered will be provided to the Employer.

Section 12.12 **Administrative Leave**

Administrative leave may be granted to Union representatives to attend workshops or seminars of mutual benefit to the Employer and the Union. Such requests are subject to the usual conditions for granting leave. The request will normally be submitted by the Union at least fifteen (15) calendar days in advance to the Employer and must include an agenda or general description of the topics to be covered.

Section 12.13 **Election as Delegate**

The Employer agrees that when given at least fifteen (15) calendar days advance notice by an employee in the unit that he/she has been elected or appointed to serve as a delegate to any Union activity requiring absence from work, such employee will be granted annual leave and/or LWOP, whenever practicable.

Section 12.14 **Leave for Internal Business**

Union representatives will be granted annual leave or leave without pay, subject to the usual conditions for granting leave, to attend Union activities which are classified as internal Union business. The request for such leave will be submitted as far in advance as possible.

ARTICLE 13

NAMES OF EMPLOYEES AND COMMUNICATIONS

Section 13.01. Requests for Names

Within thirty (30) days of the Union's request, the Agency shall furnish to the Union the name, title and grade of each employee covered by this Agreement. The Agency shall comply with up to two (2) such requests within any twelve (12) month period.

Section 13.02. Union Distributions

The Agency agrees to permit the Union to distribute to each bargaining unit employee annually a Union announcement card, notifying the employee of the Union's Executive Board and representatives, and that the Union is the exclusive bargaining representative, and soliciting information from the employee so that the Union may provide maximum service to the employee.

Section 13.03. Right to Address New Employees

The Union shall have the right to address any new employee when hired by the Agency.

ARTICLE 14

RULES, REGULATIONS AND STATUTES

Section 14.01 The Employer will make available to the Union an updated copy of all DPS instructions, general orders, policies and personnel rules and regulations. The Employer will also make available to the Union during regular business hours a copy of all DoD laws and citations, Federal criminal statutes, Code of Federal Regulations, D.C. criminal and traffic statutes, and Virginia State criminal and traffic statutes that it maintains.

ARTICLE 15

LOCKER ROOMS/BREAK ROOM/SHOWERS

Section 15.01 **Lockers**

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

Section 15.02 **Employer Inspection**

When the Employer desires to conduct an inspection of officers' locker(s), to insure cleanliness and/or for health and safety reasons, officers will normally be given seven (7) days advance notice for inspection. A Union steward and/or Union official may be present for the inspection.

Section 15.03 **Receipt for Property**

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

Section 15.04 **Break Room/Lunch Room**

The Employer agrees to provide a break room with a microwave oven, refrigerator, sink, eating area, and TV for informational programming.

Section 15.05 **Showering Facilities**

The Employer will provide available showers and showering facilities for use by bargaining unit officers.

Section 15.06 **Cleanliness of Facilities**

The Employer will make a reasonable effort to provide adequate locker rooms, break rooms/lunch areas and showering facilities which are free from dirt, dust and debris. In

those instances where construction or renovation in proximity to such facilities results in an increase in dirt, dust, or debris, the Employer will, to the extent space is available, temporarily relocate the facility. In those instances where space is not available, the Employer will take reasonable steps to minimize the impact of construction or renovation activities.

ARTICLE 16

UNIFORM AND EQUIPMENT COMMITTEE

Section 16.01 Creation of Uniform Advisory Committee

The Employer and the Union agree to the creation of a uniform advisory committee. The committee will evaluate and make recommendations concerning all aspects of the uniform. The Employer will consider recommendations from the Union concerning additions and changes to equipment and/or uniform. The Parties agree to meet as often as necessary.

Section 16.02 Agency Maintenance of Equipment

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

Section 16.03 FOP Pin

All bargaining unit members will have the right to wear a pin showing their membership in the FOP on all uniforms.

Section 16.04 Soft Body Armor

All bulletproof vests and body armor shall be a minimum of Level II and will not be utilized by the Agency in excess of the manufacturer's recommended life.

Section 16.05 Standard Issue

The Employer will provide all uniforms for bargaining unit employees including but not limited to the following items:

- a. All jackets, windbreakers and coats;
- b. All shirts and ties;
- c. All leather equipment (shoes tabled);

- d. All safety equipment as required;
- e. Service weapon and handcuffs;
- f. Badges;
- g. Rain gear, which provides for adequate visibility of the officer;
- h. Baton;
- i. A set of credentials in a leather case.

ARTICLE 17

BASIC WORKWEEK AND OVERTIME

Section 17.01 Basic Workweek

The basic workweek is forty (40) hours and will consist of five (5) eight (8) hour days within the seven (7) day administrative workweek beginning on Sunday and ending Saturday. The two (2) non-workdays will be consecutive to the maximum extent possible. Annual leave or sick leave taken during any workweek will be counted as hours worked.

Section 17.02 Reliefs

a. Hours of work for each of the regular work shifts are determine by the Employer and are as follows:

- 1st relief 7:00 a.m. to 3:00 p.m.
- 2nd relief 3:00 p.m. to 11:00 p.m.
- 3rd relief 11:00 p.m. to 07:00 am.

b. Other reliefs may be implemented by the Employer as required by the workload. All employees are expected to be on time at the start of their shift. Employees may on occasion be required to continue on duty beyond their normal work schedule to complete any assignment in progress on a regular tour of duty including preparation of necessary reports.

Section 17.03 Stable Work Schedules

Stable work schedules will be maintained when practicable and employees will whenever possible be given sufficient advance notice of any changes in work schedules. Tours of duty will not be established or modified solely for the purpose of avoiding the payment of holiday premium or overtime pay, except where the Employer determines that the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Section 17.04 Reassignment of Employees

The Employer agrees to notify the Union prior to reassigning employees in the bargaining unit to another shift. Fourteen (14) calendar days advance notice will be given prior to effecting such a reassignment except in emergencies or in circumstances which would seriously handicap the Employer in accomplishing its functions.

Section 17.05 Overtime Rates

Employees will be entitled to overtime at the rate of one-and-one half times their hourly rate of pay for every hour worked beyond their basic day or work week.

Section 17.06 Overtime Assignments

Overtime assignments will be distributed among the qualified employees on each relief on an as equitable basis as possible to assure an as balanced workforce as possible. In this regard, overtime will be assigned as follows:

a. Each relief will maintain a list of bargaining unit officers assigned to that relief. Bargaining unit officers will be numerically ranked in the order of DPS seniority.

b. At the beginning of the pay periods, bargaining unit officers interested in overtime for the pay period, will indicate the days during the pay period when the officer wishes to work available overtime.

c. As overtime becomes available each day, interested officers will be afforded overtime in their ranked order of seniority. On subsequent days when overtime is available, overtime will go to the next officer in the seniority ranking who follows the last officer to receive overtime on the prior day when overtime was available. (Example: Officer A receives overtime on Monday and is ranked third (3rd) in seniority. On Tuesday, Officer A has again indicated his/her desire to work overtime. However, Officer B has also signed up for overtime on Tuesday and is ranked fourth (4th) in seniority. Because Officer A worked overtime on Monday, the overtime would start with Officer B and would continue down the ranked list.)

d. When an officer refuses overtime, after previously indicating a willingness to work overtime, the officer will not be eligible to work overtime until the roster follows its normal rotation and comes back to the officer who refused. (Example: Officer A who requested to work overtime on Monday and who is ranked fourth (4th) in seniority declines to work overtime when it is offered. As a result, Officer B who is fifth (5th) in seniority ranking accepts the overtime. On Tuesday, Officer A is again signed up to work overtime along with Officer C who is sixth (6th) in seniority. Officer C would receive the overtime and Officer A would not be eligible to work

overtime until such time when the overtime roster was exhausted in the normal rotation and his/her name came up again on the normal rotation.)

e. Voluntary overtime will be offered to bargaining unit employees in the following manner:

(1) Employees who work the specific relief where overtime is available will be offered the overtime for the relief.

(2) If there are not enough volunteers from the specific relief then employees who are finishing their relief from the shift immediately preceding the relief which requires overtime will be offered the overtime.

(3) If there are still not enough volunteers, then volunteers would be solicited from the relief which immediately follows the relief which requires volunteers. (Example: Overtime is required on the second (2nd) relief and there are not enough volunteers from the second (2nd) relief. Officers from the first (1st) relief would then be offered the voluntary overtime. If there are still not enough volunteers, officers from the third (3rd) relief would then be offered the overtime.)

(4) Where mandatory overtime is required and there are not enough volunteers to fill the available overtime, the Agency may order a bargaining unit officer to work mandatory overtime by inverse seniority.

(5) For purposes of this article ties in DPS seniority will be broken as follows:

- (a) Federal Service Computation Date
- (b) Alphabetically
- (c) Toss of the coin

Section 17.07 **Advance Notice**

The Employer agrees to make every reasonable effort to give employees advance notice before requiring them to work mandatory overtime. It is agreed that all employees must accept all overtime assignments, including those assignments on short notice in emergency situations. To the extent feasible, management will attempt to provide advance notice of overtime assignments.

Section 17.08 **Call Back**

An employee who is called back (i.e., required to return to his/her place of employment to perform unscheduled overtime work either on a regular workday after he/she

has completed his/her regular schedule of work or on a day outside of his/her basic work week) will be paid a minimum of two (2) hours of pay at the overtime rate even if his/her service cannot be utilized after he/she reports to work.

Section 17.09 Training/Details

Employees either in training or on detail will be considered for overtime assignments in the bargaining unit.

Section 17.10 No Call Back/Release From Overtime

An employee called in to work on shifts outside his/her work week will be promptly excused at such time as it is determined that his/her services are no longer needed. However, an employee will not be called back to work overtime when there are qualified employees on that shift who desire to work overtime but have not been so assigned.

Section 17.11 Excuse From Overtime

Employees are required to work all overtime assigned unless specifically excused by the Agency. (e.g., medical reasons, justifiable emergencies or unavoidable personal situations). Officially approved overtime worked by employees will be paid at appropriate overtime rates. It is understood and agreed that overtime is paid in fifteen (15) minute increments.

Section 17.12 Cap on Overtime

No employee will work more than forty-eight (48) hours overtime per pay period. However, the cap may be exceeded to meet the Employer's operational needs.

Section 17.13 Special Events

Employees will be given at least one week notice for scheduled special events when the Employer is aware of the special event which requires overtime. The employee will be given the maximum extent of notification possible.

Section 17.14 Current Records

All employees will provide the Employer with a current telephone number and address for emergencies.

Section 17.15 Compensatory Time

Employees will have the option of selecting overtime compensation in the form of pay or compensatory time when they are required to work beyond their basic work day or work week. Compensatory time may be accumulated for twenty-six (26) pay periods. Compensatory time not used within the twenty-six (26) pay periods will be converted to overtime pay.

Section 17.16 Notification to Supervisors

At the beginning of each payday on Fridays, the employee will notify his/her supervisor of his/her desire to be paid overtime pay or compensatory time for the next pay period. The employee's selection for compensatory time will be exclusive for that pay period.

Section 17.17 Use of Accumulated Time

Prior to using annual leave, employees are encouraged to use accumulated compensatory time in lieu of annual leave during the twenty-six (26) pay periods.

ARTICLE 18

HOLIDAYS

Section 18.01 All employees shall be entitled to holidays prescribed by law or applicable order. As of the date of this agreement, these holidays are:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

Section 18.02 All eligible employees shall receive pay at their regular hourly rate plus appropriate shift differential on all days defined as holidays that they are not required to work, except as provided otherwise in applicable law and regulation.

Section 18.03 Eligible employees working on a holiday within their basic workweek will receive holiday pay, (two (2) times their basic hourly rate) including appropriate shift differential for all hours worked on such holiday up to eight (8) hours. Hours worked in excess of eight (8) hours on a holiday will be paid at the normal overtime rate.

Section 18.04 **Inauguration Day** is a holiday for employees employed in the Washington, D.C., metropolitan area if it falls on a day within their basic workweek.

ARTICLE 19

SUNDAY PREMIUM PAY

Section 19.01 An employee whose regular work schedule includes an eight (8) hour period of service which is not overtime work, a part of which is on Sunday, is entitled to additional pay at the rate of twenty-five (25) percent of his hourly rate of basic pay.

ARTICLE 20

HAZARDOUS DUTY/ENVIRONMENTAL DIFFERENTIALS

Section 20.01 General

The Parties agree that Title 5 C.F.R. Part 550, Subpart I, App. A, (hereinafter App. A) and any changes, alterations or amendments thereto will be incorporated into this Agreement by reference. The Union will be advised of any applicable changes, alterations or amendments in a timely manner and a copy provided to all employees. The Parties agree that a determination in response to a request for the differential under this section will be made as expeditiously as possible.

Section 20.02 Policy of Employer

It is the policy of the Employer to eliminate or to reduce to the lowest level possible all hazards, physical hardships, and working conditions of an unusual nature. When such action does not overcome the unusual nature of the hazard, physical hardship or working condition, an environmental differential may be warranted in accordance with App. A. However, the existence of hazardous duty/environmental differentials is not intended to condone work practices, which circumvent Federal safety law, rule, and regulations.

Section 20.03 **Payment of Differential**

A Hazardous duty/environmental differential will be paid to bargaining unit employees when performing assigned duties which exposes the employee to a hazard of an unusual nature, provided for by appropriate regulation, which could result in significant injury, illness, or death; or when the employee is exposed to a physical hardship of an unusual nature under circumstances which cause significant physical discomfort or distress not practically eliminated by protective devices; and who are exposed to a working condition of a nature under circumstances involving exposure to fumes, dust, or noise which cause significant distress or discomfort in the form of nausea, or skin, eye, ear, or nose irritation or conditions which cause abnormal soil of body and clothing, etc., and where such distress or discomfort is not practically eliminated.

Section 20.04 **Notification to Employees**

a. Employees will be notified when assigned work for which hazardous duty/environmental pay is indicated. In the absence of such notification, the employee will assume that such pay is not applicable. However, if at any time during a job assignment an employee believes that such pay is warranted, the employee will call the matter to the attention of his supervisor as soon as possible. The supervisor will at that time notify the employee if hazardous duty/environmental differential pay is warranted, and if warranted, will take the necessary steps to pay the employee. However, if the supervisor or the Union is uncertain concerning the exposure, he/she or the Union may contact a representative of the Safety and Environmental Management Division (SEMD) who will investigate and determine if conditions warranting a hazardous/environmental differential exists. Normally the SEMD decision will be rendered within two (2) weeks or sooner if possible.

b. If the Union is dissatisfied with the SEMD determination, it may call an OSHA inspector for a second opinion on the issue of exposure and/or degree of exposure; the effect of safety and protective devices, and whether the hazard has been abated to practically eliminate the potential for personal injury or illness. Unresolved complaints regarding environmental pay will be processed in accordance with the grievance procedure in this agreement.

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

Section 20.05 **Union Notification**

a. When the Union believes that a work situation warrants coverage under App. A, it will notify the Employer of the category, location, and nature of the hazard to justify

payment of the environmental differential. When the Employer determines or proposes that a local work situation is such that it would be included in a payable category as outlined in App. A, it will notify the FOP Chairman or his/her designee of the category, location, and nature of the hazard and will provide in writing the reason for the payment of the hazardous duty/environmental differential.

b. When the Employer determines that appropriate protective measures and personal protective equipment are such that a hazard has been abated to practically eliminate the potential for personal injury or illness, thereby terminating the need for hazardous duty/environmental differential pay, the Union Chair or his/her designee will be notified in writing. The notification will include the category, location and nature of the hazard and the reason for the termination of the pay. The Union will be provided a copy of any report which served as a basis for the termination of the pay.

Section 20.06 **List of Hazardous Substances**

The Union will be provided with a list of hazardous and/or dangerous substances that are present in the workplace and the location of these substances. The police communications center will also keep a listing of these hazardous substances and advise bargaining unit officers when dispatched to an area where dangerous substances are present.

ARTICLE 21

SEVERANCE PAY

Section 21.01 In accordance with 5 U.S.C. 5595 and governing regulations, an employee who has been employed currently for a continuous period of at least twelve (12) months; and is involuntarily separated from the service, not by removal for cause on charges of misconduct, delinquency, or inefficiency, is entitled to be paid severance pay in regular pay periods by the Agency.

Section 21.02 Severance pay consists of a basic severance allowance computed on the basis of one (1) week's basic pay at the rate received immediately before separation for each year of civilian service up to and including ten (10) years for which severance pay has not been received under this or any other authority and two (2) weeks' basic pay at that rate for each year of civilian service beyond ten (10) years for which severance pay has not been received under this or any other authority; and an age adjustment allowance computed on the basis of ten (10) percent of the total basic severance allowance for each year by which the age of the recipient exceeds forty (40) years at the time of separation.

Section 21.03 Total severance pay under this section may not exceed one (1) year's pay at the rate received immediately before separation. For the purpose of this subsection, "basic pay" includes premium pay under this Agreement.

Section 21.04 If an employee is reemployed by the Government of the United States or the government of the District of Columbia before the end of the period covered by payments of severance pay, the payments shall be discontinued beginning with the date of reemployment and the service represented by the unexpired portion of the period shall be recredited to the employee for use in any later computations of severance pay. For the purpose of this article, reemployment that causes severance pay to be discontinued is deemed employment as the basis for severance pay.

Section 21.05 If the employee dies before the end of the period covered by payments of severance pay, the payments of severance pay with respect to the employee shall be continued as if the employee were living and shall be paid on a pay period basis to the survivor of the employee.

Section 21.06 Payment of severance pay may not be made under this article in the case of a person who, upon separation, is entitled to immediate payment of retired or retainer pay as a member or former member of the uniformed services or to an immediate annuity under:

- (a) Subchapter III of chapter 83 of Title 5;
- (b) Subchapter II of chapter 84 of Title 5;
- (c) Any other retirement system of the Federal Government for persons retiring from employment with the Federal Government.

ARTICLE 22

ANNUAL LEAVE

Section 22.01 Accrual

Employees shall accrue leave at the rates established by Title 5 U.S.C. 6303. Annual leave is provided, and may be used for two (2) general purposes:

- a. To allow every employee an annual vacation period for extended leave for rest and recreation; and;

- b. To provide for periods of time off for personal and emergency purposes.

Section 22.02 Use of Annual Leave

a. Subject to workload requirements, employees will be authorized the use of all annual leave, which they will earn within a leave year. If an emergency arises which precludes an employee from using appropriately scheduled use-or-lose leave, such leave may be carried over to the next leave year in accordance with governing regulations. Exigencies for public business shall be determined in accordance with applicable law, rule, or regulation.

b. Normally, all employees will be afforded the opportunity to take two (2) consecutive weeks of annual leave each year. The Employer will notify the Union, when the Employer makes a decision to place the facility in a leave exigency status. In the event a leave exigency exists, the Parties will negotiate the procedures to be used for the scheduling of annual leave equitably among bargaining unit employees.

Section 22.03 Requests for Leave

The Parties recognize that employees should apply in advance for approval of anticipated annual vacation leave. Requests are to be submitted prior to March 31, of each year for inclusion in the overall vacation schedule. Any dispute between employees desiring the same time will be resolved by granting the vacation time of the employee with continuous seniority in grade except as follows: vacations during Christmas will be offered on a rotating schedule, irrespective of seniority.

Section 22.04 Approval of Annual Leave

Annual leave requested for any period during a posted watch schedule for the shift being worked shall normally be approved/disapproved by the supervisor on the shift being worked as soon as possible. Leave requests for future shifts will normally be approved/disapproved within two (2) hours of when the request was made, or prior to the end of the shift, whichever is less. Approval/disapproval will not be subject to conditional circumstances. Leave requests will be approved in the order that they were requested. If the request was disapproved and annual leave for that time period later becomes available, the leave will be approved in the order that the Employer received the request. The Parties will establish a secure method for recording leave requests.

Section 22.05 Use of Accumulated Leave/Restored Leave

Unless operational requirements do not permit, bargaining unit employees may be authorized the use of all accumulated leave. Restored leave shall be authorized in

accordance with applicable law and regulations.

Section 22.06 Cancellation of Leave

An employee may cancel annual leave at any time. When an employee cancels scheduled annual leave and returns to duty, he/she shall be assigned to work the shift which he/she would have worked, if the annual leave had not been scheduled, unless operational requirements dictate or allow assignment to a different shift.

Section 22.07 Conversion of Annual Leave to Sick Leave

Employees on annual leave who become sick shall have the right to convert the annual leave to sick leave in accordance with applicable regulation.

Section 22.08 Submission of Requests

All annual leave requests shall be submitted on an SF-71. The form shall be dated, signed, approved/disapproved, as appropriate, and a copy returned to the employee.

ARTICLE 23

SICK LEAVE

Section 23.01 Earned Leave

An employee shall earn sick leave in accordance with applicable laws and regulations.

Section 23.02 Sick Leave Granted

The Employer shall grant sick leave to an employee when the employee

- a. Receives medical, dental, or optical examination or treatment;
- b. Is incapacitated for the performance of duties by physical or mental illness, injury, pregnancy, or childbirth;
- c. Provides care for a family member who is incapacitated as the result of physical or mental illness, injury, pregnancy, or childbirth or who receives medical, dental or optical examination or treatment;

d. Makes arrangements necessitated by the death of a family member or attends the funeral of a family member;

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

f. Must be absent from duty for purposes relating to the adoption of a child, including appointments with adoption agencies, social workers, and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

Section 23.03 **Notification**

An employee must call personally to report his/her illness unless physically unable to do so. Requests for sick leave must be called in to the Employer within two (2) hours prior to the employee's reporting time or as soon afterward as practicable. Employees on leave restriction may have additional reporting requirements.

In cases where an employee is confined to his/her home or in a hospital for an extended period, and when an employee provides the Agency with a tentative return to work date, he/she will be required to notify the Agency on the first day of each occurrence of illness and will not be required to call in on a daily basis, unless specifically required by the Agency.

In those cases where an employee is confined to his/her home or in a hospital for an extended period and cannot provide a tentative return date, arrangements for adequate reporting will be made by the employee with the appropriate leave approving official. In all other cases where an employee's absence exceeds three (3) days, the employee will notify the Employer at the beginning of each three (3) day period he/she is absent. If possible, the employee will provide the Employer with a tentative return date. If the employee was examined by a medical provider and the medical provider advises the employee to stay out a certain number of days, the employee will then contact the Employer and inform them as soon as practicable.

Section 23.04 **Medical Certification**

An employee will not be required to furnish a medical certificate to substantiate a request for sick leave of three (3) days or less. An employee may be required to furnish a medical certificate for absences of more than three (3) workdays, except that this requirement may be waived by the Agency in individual cases.

Section 23.05 **Release From Duty**

An employee who, because of illness, is released from duty, by his/her supervisor on the recommendation of the Civilian Employees Health Services (CEHS), will not be required to furnish a medical certificate in support of sick leave for the day on which he/she was released from duty. However, use of sick leave for succeeding days is subject to the notification and certificate requirements of this article.

Section 23.06 **Disapproval of Sick Leave**

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

Section 23.07 **No Distribution of Sick Leave Records**

Requests for sick leave and individual sick leave records shall not be available or distributed as general information or publicized.

Section 23.08 **No Factor for Promotion**

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

Section 23.09 **Advance Sick Leave**

a. Each employee shall be entitled to an advance of up to thirty (30) days of sick leave for serious disability or ailment except when:

(1) It is known that he/she does not intend to return to duty or when available information indicates that his/her return is only a remote possibility;

(2) He/she has filed or the Agency has filed an application for disability retirement;

(3) He/she has signified his/her intention of resigning for disability.

b. The absence because of illness must be for a period of two (2) or more consecutive workdays, but the actual advance of sick leave may be for all or any part of the total absence.

Section 23.10 **Transportation to Medical Facility**

When an employee becomes seriously ill or injured at work, the Agency will arrange for transportation to a physician, medical facility, or other designated location. If requested by the employee, or if the employee is unable to request it, the Agency will notify the employee's family or designated party of the occurrence and location of the employee. When an employee is unable to do so because of serious injury, incapacitation or illness, the Agency will make every reasonable effort to assist the employee's family in filing appropriate documents for entitlements to the employee or the employee's family.

Section 23.11 **Leave Abuse.**

a. There shall be no sick leave counseling based solely on the number of sick leave hours used.

b. Normally, an officer suspected of misuse of sick leave or unscheduled annual leave will be counseled and the officer's reasons for the absences will be considered before any determination is made that abuse has occurred.

c. The possibility of leave abuse is generally raised when a bargaining unit employee uses an unusual amount of unscheduled leave on personal certification or uses sick leave in an established pattern or under questionable circumstances.

d. After becoming familiar with the bargaining unit employee's record, the supervisor will hold a counseling interview with the officer if there is reason to suspect leave abuse. The counseling interview will enable the supervisor to:

(1) Let the bargaining unit employee know that the supervisor is aware of and concerned about the employee's leave habits;

(2) Ascertain whether or not there is a health problem or unusual physical condition which is contributing to the bargaining unit employee's absenteeism;

(3) Provide individual advice and instruction to the bargaining unit employee concerning the unscheduled leave regulations and determine if the employee may have misunderstood them. If necessary, caution the employee against improper leave practices, and remind him/her of the penalties for abusing the unscheduled leave regulations.

(4) An officer may be denied unscheduled leave and/or required to furnish medical certification or other administratively acceptable evidence for all unscheduled

absences from work. Failure to provide such evidence may result in any absence being charged as absence without leave (AWOL) and may be grounds for further action by the Agency.

Section 23.12 Return to Work

The employee will contact the Employer as soon as practicable when the employee reasonably knows he/she will be returning to work.

ARTICLE 24

LEAVE FOR MATERNITY REASONS

Section 24.01 General

a. Pregnancy is a condition which normally requires the employee to be away from the job because of incapacitation. As a means of accommodating this temporary incapacitation, upon the employee's request and proper medical certification, appropriate leave shall be granted. However, it should be recognized that there is no separate "maternity leave" as a type of leave.

b. Leave for maternity reasons may consist of annual leave, sick leave, and leave without pay. An absence because of pregnancy and confinement shall be treated like any other medically certified temporary disability. Sick leave may be advanced under usual Agency guidelines for granting such leave.

c. After delivery and recuperation, the employee may be granted sick leave, annual leave or leave without pay for a period of time to make arrangements for the care of the child.

d. An employee should notify her supervisor as soon as she knows that she will require leave for maternity reasons. This will allow steps to be taken to protect her health on the job, and permit the supervisor to plan for taking care of her work when she is absent.

e. A male employee may request sick leave, annual leave or leave without pay for purposes of assisting or caring for his/her minor children or the mother of his/her newborn child while she is incapacitated for maternity reasons. Approval of leave for this purpose will be consistent with Agency policy in granting sick leave, annual leave and leave without pay in similar situations, and each leave request will be considered on its own merits.

Section 24.02 **Procedures**

a. The employee shall provide the supervisor a medical certificate in advance of the anticipated absence. This certificate must indicate the estimated date of delivery, and the dates recommended by her physician to begin and terminate the leave.

b. An employee shall not be permitted to work after the date recommended to begin her maternity leave, nor return to work prior to the recommended date, without revised medical certification.

Section 24.03 **Retirement and Time-In-Grade Coverage**

During the period of leave under this article, retirement and time-in-grade coverage will be continued to the extent permitted by applicable law and regulation.

Section 24.04 **Health and Life Insurance Benefits**

During the period of leave under this article, health benefits and life insurance shall be continued to the extent permitted by law and regulation.

ARTICLE 25

LEAVE WITHOUT PAY

Section 25.01 **General**

An employee may be granted leave without pay (LWOP) in accordance with applicable laws and regulations. Such leave will not exceed a period of one (1) year for an individual application.

Section 25.02 **Submission of Request**

Where an employee knows in advance that LWOP must be requested because annual and/or sick leave is not available, requests for LWOP will be submitted in writing on form SF-71, allowing sufficient time for a decision prior to its requested starting date.

Section 25.03 **Extended Leave Without Pay**

Where an employee requests an extended period of LWOP, the supervisor will approve or disapprove leave requested by the employee based on a review of the particular circumstances and convey that decision to the employee. Where the particular

circumstances or period of leave being requested are such that space on the SF-71 is not adequate for the justification or explanation, the employee may submit an accompanying memo or letter.

Section 25.04 **Request from Employee**

At no time will an employee's supervisor or leave official place the employee on LWOP without first obtaining a request from the employee.

Section 25.05 **Education**

A maximum of one (1) year of LWOP may be granted to an employee for educational purposes, provided the following criteria are met:

- a. The employee must have at least one (1) year of service in the Agency.
- b. The employee's record for the previous two (2) years must be acceptable.
- c. The education must be directly related to the employee's career goals within the Agency, and completion of the courses should prepare the employee for more effective work in the Agency.
- d. The employee's career plans must be reasonable and relate to overall Agency career planning.
- e. The employee signs an agreement that he/she will return to his/her position in the Agency upon completion of the period of LWOP.
- f. The work needs of the Agency permit.

The employee will be informed about the possible loss of benefits and status as a result of the LWOP status.

Section 25.06 **Exception for Humanitarian Reasons**

Occasionally situations may arise whereupon LWOP beyond the limits set in the Family and Medical Leave Act (FMLA) is appropriate. Employees having extreme emergencies and/or hardship situations may request additional LWOP not otherwise authorized by making their request through channels. Employees must submit the same information required for leave under the FMLA.

ARTICLE 26

MISCELLANEOUS LEAVE AND EXCUSED LEAVE

Section 26.01 Court Leave

a. Court leave will be granted in accordance with applicable regulations to an employee who is required by subpoena or direction by higher authority to appear as a witness for the Federal government, the government of the District of Columbia or any State or local government. The court may be a Federal, State, District of Columbia or municipal court. When the employee is called as a witness, he/she will notify his/her supervisor promptly so that proper arrangements may be made for his/her absence from duty.

b. Employees called for jury duty or jury qualification will be granted leave consistent with regulations. When called, the employee will promptly notify the leave approving official and submit a true copy of his/her summons for jury service. Upon completion of his/her service, the employee will present to the leave approving official evidence from the court indicating time served on such duty.

c. An employee released by the court in sufficient time to return to work and to perform duty for at least two (2) hours of his/her regular work shift will be required to return to work or be charged appropriate leave for his/her absence. However, duty time added to court time will not exceed eight (8) hours total per day.

d. At the request of an employee who has been granted court leave, his/her regular days off may be changed to coincide with his/her jury service regular days off. This change of an employee's regular days off will not entitle the employee to receive pay in excess of that authorized for his/her rescheduled tour of duty.

e. When an employee is summoned as a witness in a judicial proceeding to testify in an unofficial capacity on behalf of any party where the United States, the Commonwealth of Virginia, the State of Maryland, the District of Columbia, or any State, or local government is a party, in the Commonwealth of Virginia, the State of Maryland, District of Columbia, a State, territory, or possession of the United States including the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, or the Republic of Panama, he/she is entitled to court leave during the time he/she is absent as a witness.

f. If the employee's regularly scheduled tour of duty for the period covered by court leave includes any premium pay, differentials or holiday, the employee is entitled to all premium pay, differentials, and holiday pay as if the time was worked.

g. Generally, fees received for jury duty or witness service on a non-workday, a holiday or while in a leave without pay status may be retained by the employee. Any mileage and subsistence allowance received may be retained by the employee.

h. When an employee is summoned or assigned by the Agency to testify in an official capacity on behalf of the United States Government, the Commonwealth of Virginia, the State of Maryland, the District of Columbia, or any State or the government of the District of Columbia, he/she is in an official duty status as distinguished from a leave status, and is entitled to his/her regular pay.

i. An employee not in an official capacity, who is subpoenaed or otherwise ordered by the court to appear as a witness on behalf of a private party, when a party is not the United States, the Commonwealth of Virginia, the State of Maryland, District of Columbia, or State or local government, shall be granted annual leave or LWOP for his/her absence as a witness at the employee's request.

Section 26.02 **Voting and Registration Time**

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

b. **Beyond Commuting Distance.** Normally, if an employee's voting place is beyond normal commuting distance, and if voting by absentee ballot is not permitted, the supervisor will grant up to eight (8) hours of administrative leave for this purpose.

c. For employees who vote in jurisdictions which require registration in person, time off to register may be granted on substantially the same basis as for voting, except that no such time shall be granted if registration can be accomplished on a non-workday and the place of registration is within reasonable one (1) day round-trip travel distance of the employee's place of residence.

d. The employee has the responsibility to make arrangements with the leave approving official in advance for time off to vote or register.

Section 26.03 **Blood Donation**

Normally, an employee who donates blood at the Agency shall be allowed up to two (2) hours to leave his/her worksite, give blood and return to his/her worksite. Employees

whose jobs require repetitive lifting of weight over 50 pounds, driving motorized vehicles, or the operation of high speed automated equipment will be allowed up to two (2) hours after giving blood to recuperate and return to their worksite. However, a request for additional time to recuperate in the Agency medical unit will not be unreasonably denied. An employee will be excused to donate blood for up to four (4) hours, when the donation is made outside the Agency and is coordinated through the Employer. The Employer may request verification from the employee.

Section 26.04 **Work-Related Personnel Matters**

a. **Interviews for Promotions Within DoD.** Normally, an employee whose name appears on the Agency's Federal Merit Promotion Program Certificate shall be granted administrative leave to be interviewed by the selecting official if necessary.

b. **Visits to the Personnel Office.** Supervisors may grant a reasonable amount of time to employees for authorized visits to the personnel office.

c. **Examinations.** An employee who takes an examination administered by the Agency during his/her regularly scheduled tour of duty will be in a duty status.

Section 26.05 **Military Funerals**

a. An employee who is a veteran of a war, or of a campaign or expedition for which a campaign badge has been authorized, or a member of an honor or ceremonial group of an organization of those veterans, may be excused for up to four (4) hours in any one day to enable him to participate as an active pallbearer or as a member of a firing squad or a guard of honor in a funeral ceremony for a member of the armed forces whose remains are returned from abroad for final interment in the United States. Appropriate documentation will be provided by the employee.

b. An employee shall be granted up to three (3) days of leave to make arrangements for or to attend the funeral or memorial service of an immediate relative who died as the result of a wound, disease, or injury incurred as a member of the armed forces while serving in combat. The three (3) days need not be consecutive, but if not, the employee will furnish the Agency satisfactory reasons justifying a grant of funeral leave for nonconsecutive days. Funeral leave shall be granted only from a prescribed tour of duty, including regularly scheduled overtime. The term "immediate relative" is defined as:

- (1) Spouse, and parents thereof;
- (2) Children, including adopted children, and their spouses;

(3) Parents;

(4) Brothers and sisters and their spouses;

(5) Any individual related by blood or affinity whose close association with the deceased was such as to have been equivalent of a family relationship.

Section 26.06 Funeral of Federal Law Enforcement Officers

The Employer may allow the Union Chair or his/her designee to attend the funeral of a law enforcement officer employed by the Federal government in the Washington, D.C. metropolitan area or a D.C. Metropolitan police officer killed in the line of duty.

Section 26.07 Civil Defense Programs

In accordance with the provisions of E.O. 10529 (April 22, 1984) employees designated by the Chief of Police may be excused for a reasonable amount of time, not to exceed forty (40) hours in a calendar year, to participate in federally recognized civil defense programs. Satisfactory evidence of participation will be provided by the employee.

Section 26.08 Conventions, Conferences and Meetings

Employees may be excused to attend job-related meetings, conferences, and conventions when it is determined that the attendance will serve the best interests of the Agency. Attendance is limited to those situations in which the employee is an official representative of the Agency.

ARTICLE 27

**EXCUSED ABSENCE DURING HAZARDOUS
GEOLOGICAL/WEATHER CONDITIONS**

Section 27.01 General

Given the nature of law enforcement responsibilities, all bargaining unit police officers are designated as emergency personnel in accordance with DPS General Orders. Thus, employees are expected to make a reasonable effort to report for work during hazardous geological/weather conditions.

All employees who are unable to report for duty will notify the Employer as soon as possible. Employees who are unable to report for duty will be granted authorized leave or if

warranted may be granted an excused absence, provided the employee supplies information which, considered in conjunction with those factors listed in section 27.03, satisfies the Employer that emergency conditions prevented the employee from reporting to the facility.

Section 27.02 Existence of Hazardous/Geological Conditions

a. When the Employer determines hazardous geological/weather conditions exist, or are imminent, on-duty bargaining unit employees will be released as soon as possible, if operational requirements permit.

b. In those situations where an "adjusted work schedule" is authorized by the Office of Personnel Management and consistent with the security needs of the Employer, the Employer may authorize employees an early dismissal relative to the employee's normal departure time from work. When the Employer exempts employees from authorized dismissal times, no leave will be charged an employee. Volunteers to remain on duty will be utilized to the extent possible.

Section 27.03 Determination to Grant Excused Absence

In making the determination to grant excused absence, the Employer should consider reports from the employee, distance, availability and mode of transportation, reports of civil authorities, current meteorological information, news media, official road reports, leave approvals, reduced staffing, or closing at other area facilities.

Section 27.04 Rights Retained by Employer

The Employer retains the right to determine the opening, closing, and use of its facilities during periods of hazardous geological/weather conditions. Subject to security and operational requirements, the Parties may negotiate supplemental procedures addressing the work and family safety concerns of employees during such hazardous conditions.

Section 27.05 Non-Workdays When on Leave

Workdays on which the Agency is closed because of hazardous geological or weather conditions are non-workdays for leave purposes. Employees who are on leave approved before a closure, will be granted an excused absence. This provision does not apply to employees on LWOP, on military leave, on suspension or in a nonpay status on the workday before and after the closure.

Section 27.06 **Continuance of General Orders**

To the extent not inconsistent with this provision, General Orders will continue to be applied to the bargaining unit employees.

ARTICLE 28

INJURY COMPENSATION

Section 28.01 **General**

The Employer and the Union recognize that administration of the Federal Employees' Compensation Act is the responsibility of the Department of Labor, Office of Workers Compensation Programs (OWCP). To the extent such actions are within its control, the Employer will provide full assistance to employees injured on the job. The Union will aid in these efforts to the extent possible. The following procedures are provided as guidance to supervisors, employees, and representatives in the event of an employee injury. They are not intended to supersede any current or future OWCP regulations.

Section 28.02 **Employee/Supervisor Responsibilities**

Whenever an employee sustains a traumatic injury/occupational disease that he/she believes occurred while in the performance of duty, he/she will promptly notify his/her supervisor. Supervisors should arrange prompt medical treatment for the employee. The Employer agrees that immediate conveyance to a physician or the nearest appropriate medical facility will be provided.

Section 28.03 **Authorization of Treatment**

When notified of an employee injury, supervisors will promptly authorize examination and treatment normally through the use of Form CA-16, Authorization for Examination and/or Treatment. The employee will be provided a Form CA-1 (Notice of Occupational Injury) or Form CA-2 (Notice of Occupational Illness), and a Form CA-17, Duty Status Report, by his/her supervisor. Representatives of the Employer, a union representative or other individual may assist the employee in the completion of the CA-1/CA-2.

Section 28.04 **Review of Forms**

When the employee returns the CA-1/CA-2 to the supervisor, supervisors should review the form for completeness and promptly forward it to the Labor Management and

Employee Relations (LMER) office. LMER will submit Form CA-1/CA-2 to OWCP. The Employer will submit form CA-1/CA-2 to OWCP as soon as possible but not later than ten (10) working days from the date of the receipt of the CA-1/CA-2 from the employee. CA-1/CA-2 forms will not be held for receipt of supporting documentation.

Section 28.05 Emergency Medical Treatment

The Employer agrees that time spent undergoing emergency medical treatment will be "on the clock" to the extent the employee would otherwise be in a duty status, including the employee's return during non-duty hours on the next workday, if requested by the supervisor. If the employee is unable to return to work and requests the Employer to mail the forms, the Employer will promptly do so.

Section 28.06 Continuation of Pay

If the employee is unable to return to work the day following the injury, the employee may elect continuation of pay (COP) or leave. Absent such an election, the employee will be placed on COP.

Section 28.07 Briefings to Employees

The Employer will brief employees in the unit regarding their rights and responsibilities under the OWCP program on a yearly basis. The briefings will be sufficient in number to provide adequate notice to all employees in the bargaining unit.

Section 28.08 Union OWCP Representative

The Union will designate an OWCP representative. The Employer will consider a union request to attend OWCP classes sponsored by the Employer or the Department of Labor in accordance with the operational needs of the Employer.

ARTICLE 29

POSITION DESCRIPTIONS/CLASSIFICATIONS

Section 29.01 Accuracy of Description

Each employee covered by this Agreement, upon request, will be provided a position description, which accurately reflects the duties of his/her position. Position descriptions will be consistent throughout the Agency. If an employee believes that his/her position description or classification is not accurate, he/she may request a review by the appropriate

supervisor and be assisted by a Union representative. A dispute regarding the accuracy of an employee's position description may be handled under the grievance procedure or statutory appeal process if any, but not both. An employee may appeal the classification of his/her position in accordance with OPM regulations.

Section 29.02 Duties Outside Position Description

An employee will not normally be required to perform duties that do not have a reasonable relationship to his/her official position description. When it becomes necessary to assign duties that are not reasonably related to the employee's official position description and are of a recurring nature, the position description will be amended to reflect such duties.

Section 29.03 Changes to Position Description

All proposed changes to the position description of bargaining unit employees will be forwarded to the Union thirty (30) days in advance for comment and/or negotiations as required by law and this agreement.

Section 29.04 Union Recommendations

The Union may make recommendations and present supporting evidence regarding its views on the adequacy and equity of positions or grade levels.

ARTICLE 30

DEVELOPMENT AND TRAINING

Section 30.01 Training Opportunities

It is mutually agreed that in-house and off-the-job education and training opportunities consistent with job related goals should be afforded DPS employees. It is agreed that to the maximum extent possible, management will provide such opportunities consistent with available resources. Each employee will have the opportunity to develop a job related Individual Development Plan (IDP) for career development. Such a plan may include goals which are consistent with the existing and projected needs of the Agency and the employee. As one means of providing developmental experience, employees may request a detail to learn new skills.

Section 30.02 **Posting of Opportunities**

The Employer will post all applicable training opportunities of which it may become aware on a locked bulletin board accessible to bargaining unit employees.

Section 30.03 **Reasonable Efforts**

The Employer and the Union recognize that each employee is responsible for applying reasonable efforts and initiative in increasing his/her potential through self-development and training. Employees are therefore, encouraged to take advantage of training and educational opportunities that could enhance their efficiency on the job and provide skills needed for advancement. To those ends, the Employer will give every consideration to approving requests for training.

Section 30.04 **Annual Discussion**

The supervisor and employee will annually discuss the training needs of individual bargaining unit employees, consistent with the needs of the Agency and the developmental potential aspirations of the individual employee. To assist in this effort, the Agency agrees to provide lists and catalogs on available Agency training. When employees timely apply for training courses or are required by the Employer to attend such courses, they will be provided with the maximum notice possible of their selection or non-selection. The reason for non-selection will be given to the employee in writing if requested in writing.

Section 30.05 **Training Certificates**

Employees are responsible for providing certificates of any training course to the Employer. When employees provide evidence that they have satisfactorily completed a training course during the period of their Government employment, it will be placed in the employee's Official Personnel Folder. Employees are responsible for updating their resume to reflect any additional training.

Section 30.06 **Union's Training Representative**

The Union may designate a training representative who will meet with a representative of the Employer to discuss training programs for the bargaining unit employees. The Union representative will be given access to all the training brochures, catalogs, schedules, and course descriptions maintained by the employer.

Section 30.07 **Shift Work**

Shift work will not be used as a basis for disapproving required training.

Section 30.08 **Employer's Reasonable Efforts**

The Employer will make a reasonable effort to provide in-service training of up to eighty (80) hours per fiscal year for each employee.

Section 30.09 **Assignment to Different Duties**

When bargaining unit employees are assigned to a position having different duties from those previously performed, and the new duties can reasonably be expected to require on-the-job or other training in order for the employees to perform satisfactorily, it will be the Employer's responsibility to ensure that affected employees are afforded an opportunity for the appropriate training. To this end, the supervisor will discuss the training needs with the employees. Employees will receive the appropriate training or be accorded the opportunity for it, as soon as reasonably possible after the assignment. It will be the employee's responsibility to attend and participate in good faith in the training and to inform the supervisor of any perceived training deficiencies and/or future training needs.

ARTICLE 31

PROMOTIONS WITHIN THE BARGAINING UNIT

Section 31.01 **Objectives**

The objective of the merit promotion program is to assure that qualified and available candidates are provided fair and systematic consideration and opportunities for selection for promotions based on merit. The merit promotion program will conform to all merit system principles and will afford fair consideration for all employees. All qualification requirements will be posted on the vacancy announcements at the time the announcement is made. Normally, all promotion plan announcements for bargaining unit positions will be open for a minimum of fifteen (15) days before the closing date of the announcements. In exigent circumstances, the Employer may reduce the announcement time to a minimum of five (5) days. The Union will be notified of the reasons for the reduction. The Employer will make every reasonable effort to ensure that announcements are posted for the entire open period.

Section 31.02 **Submission of Applications**

All applications for promotions within the bargaining unit must be submitted on or before the closing date of the announcement. Mailed applications must be postmarked by the closing date and must be received within five (5) business days of the closing date.

Applications submitted through electronic means must be received by midnight of the closing date. Applications for promotion will be received for by the appropriate official.

Section 31.03 TDY Status

Where a bargaining unit employee is in an approved leave/TDY status and wishes to be considered for an announcement while he/she is on leave/TDY, the employee will:

- a. Insure that his/her resume is in the P & S Resume Data System;
- b. Notify the DPS Administrative Office supervisor or designee of the fact that he/she is on leave/TDY and wishes to be considered for any vacancy that is announced during the leave/TDY period;
- c. The Employer will then self-nominate the employee for any vacancy announcement the employee requests during the leave/TDY period.

Section 31.04 Applicable Rules and Regulations

Promotions will be made in accordance with applicable laws, regulations, Agency directives, and this Agreement. If as a result of a grievance being filed under this article, either the Agency agrees or an arbitrator decides that an employee was improperly excluded from the best qualified list, he/she will received priority consideration for the next appropriate vacancy for which he/she is qualified. This is a one-time consideration. An appropriate vacancy is one at the same grade level and series, which would normally be filled by competitive promotion procedures, or by other placement action, including outside recruitment, in the same area of consideration, and which has comparable promotion opportunities as the position for which the employee was improperly excluded.

Section 31.05 Priority Consideration

For the purposes of promotion actions only under this article, priority consideration means that the employee alone must be given bona fide consideration by the selecting official before any other candidates are referred for the position to be filled. The employee is not to be considered in competition with other candidates and is not to be compared with other candidates.

Section 31.06 Referral of Priority Considerations

In the event two (2) or more employees receive priority consideration for the same promotion action, they may be referred together. However, priority consideration for

separate actions will be referred separately and in the order received based on the date the determination of improper exclusion is made.

Section 31.07 Information to the Union

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

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

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

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

d. Who was selected for promotion;

e. In what areas, if any, the employee should improve to increase his/her chances of future promotion.

ARTICLE 32

DETAILS

Section 32.01 Details to a higher paid position will be used only when necessary services cannot reasonably be obtained by other means, and should be limited to the shortest time.

Section 32.02 When a position is unexpectedly vacant for more than 90 days, the Agency will implement a temporary promotion in accordance with the Merit Promotion Program.

ARTICLE 33

TRANSITIONAL DUTIES/ASSIGNMENTS

Section 33.01 **General**

The Employer and the Union recognize that an employee may medically require transitional duties as a result of injury or illness contracted either on or off the job. When an employee requests transitional duties as a result of an on the job illness or injury, the regulations of the Department of Labor will be followed to determine the appropriate placement of the employee.

Section 33.02 **Employee Request/Information Required**

a. When an employee requests transitional duties as a result of an off the job illness or injury, the employee will provide the following information from his/her physician in support of the request:

- (1) The history of the medical condition;
- (2) Clinical findings of the most recent medical evaluation;
- (3) Diagnoses, including the current clinical status;
- (4) Prognosis, including plans for future treatment, and an estimated date of full or partial recovery;
- (5) An explanation of the impact of the medical condition on overall activities;
- (6) An explanation of the medical basis for any conclusion that the employee returned to duties will not aggravate the condition; and
- (7) An explanation of any conclusion that the condition has not become static or stabilized.

b. The Employer will make every effort consistent with its staffing needs in the employee's documented limitations to place the employee in an appropriate position. It is agreed that every effort will be made to provide transitional duty assignments to avoid placing an employee in a leave usage status. The Employer agrees to place an employee, who has been returned to work by medical authority for transitional duties, only on a type of work that will not aggravate the illness or injury if available. Appropriate and reasonable

transitional duty work will be assigned to injured or temporarily disabled employees on a fair and equitable basis with paramount consideration for the health of the employees.

Section 33.03 Availability of Duties

The Employer agrees that it will assign an employee transitional duties within the Defense Protective Service to the extent such duties are available.

Section 33.04 Consideration for Promotional Opportunities

Employees assigned transitional duties will continue to be considered for promotional opportunities for which they otherwise qualified.

Section 33.05 Continuation of Bargaining Unit Status

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

ARTICLE 34

PERFORMANCE MANAGEMENT SYSTEM

Section 34.01 General

The Parties agree that the WHS Employee Performance Management System defined by Administrative Instruction No. 63, Performance Appraisal Program for General Schedule, Federal Wage System , and Certain Other Employees, and related instructions, manuals, and circulars will be applicable to employees.

Section 34.02 Labor Management Relations Committee

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

Section 34.03. Inadmissible Comments

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

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

b. Mention of the specific nature of a disability or medical problem, such as physical handicap, alcoholism or drug abuse.

c. Mention of initiation of, involvement in, or participation in grievance or EEO procedures except when an appropriate authority has determined that an employee has committed a discriminatory action.

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

e. Recommendations on reclassification of the rated employee's position to a higher or lower grade; and

f. Reference to previous performance ratings or events or performances outside the rating period.

Section 34.04. **Rebuttals and Grievances**

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

a. If the discussion with the rating and/or reviewing officials or higher level manager or supervisor does not resolve the employee's objections, the employee may include a rebuttal in the Rated Employee's Comments section of the performance appraisal form.

b. A Grievance may be filed under this Agreement concerning a completed appraisal report on the grounds that the report is technically deficient or contains appraisal statements which are inaccurate or falsely prejudicial. Performance standards and critical elements are not grievable or appealable. Where an employee becomes the subject of a reduction in grade or removal action as a result of an unacceptable performance appraisal, he or she may challenge the critical elements and performance requirements for his or her position at that time.

ARTICLE 35

RECOGNITION AND AWARDS PROGRAM

Section 35.01 **Program Guidelines**

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

- a. A suggestion, invention, superior accomplishment, productivity gain, or other personal effort that contributes to the efficiency, economy or other improvement of government operations or achieves a significant reduction in paperwork;
- b. A special act or service in the public interest in connection with or related to official employment; or
- c. Performance as reflected in the employee's most recent rating of record.

Section 35.02 **QSI/Monetary Awards**

The Employer agrees that quality step increases (QSI) and monetary awards associated with excellent ratings will be based solely on the comparison of job performance against written performance standards for duties and responsibilities in the employee's position description. Other awards may or may not be associated with job performance.

Section 35.03 **Cash Award**

A cash award under this article is a lump sum payment and is not basic pay for any purpose. A cash award is subject to applicable tax laws and the provisions of FICA.

Section 35.04 **Performance Award**

A performance award may be granted to a separated employee or the legal heir(s) or estate of a deceased employee provided that the employee was on the rolls for the rating period.

Section 35.05 A cash award may be granted at any time.

Section 35.06 **Time-Off Awards**

Time-off awards (TOA) will be in accordance with 5 U.S.C.4502, Government-wide and Agency regulations. A TOA will not replace existing cash or honorary awards. It

should be used principally to recognize contributions that are of a one-time, non-recurring nature. Employees may be granted up to eighty (80) hours of time off during a leave year without charge to leave or loss of pay. The maximum amount of time off which may be granted to an employee for any single contribution is forty (40) hours.

Section 35.07 **No Substitution of TOA**

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

Section 35.08 **Union Information**

The Employer will, on an annual basis, provide the FOP with the following information: (1) total award dollar amounts and how the allocation was made within the Real Estate and Facilities Directorate and (2) a DPS breakout.

ARTICLE 36

EQUAL EMPLOYMENT OPPORTUNITY

Section 36.01 **Equal Employment Opportunities**

The Employer agrees to provide equal employment opportunities for employees without regard to race, color, national origin, sex, age, marital status, creed, handicap, political affiliation or membership in a labor organization.

Section 36.02 **Full Realization**

The Employer has the responsibility for promoting full realization of equal employment opportunity through a positive, continuing program in accordance with directives, government wide rules and regulations and the law.

Section 36.03 **Written Information to Employees**

The Employer will make available to employees written information describing the EEO complaint process. The names and telephone numbers of EEO counselors will be posted on bulletin boards and kept current.

Section 36.04 **Formal Counseling**

The responsibility for counseling employees and the formal investigation and adjudication of EEO complaints rests with the Employer. The Parties incorporate by reference the requirements set forth in the rules and regulations of the Equal Employment Opportunity Commission (EEOC), Office of Personnel Management (OPM), Merit Systems Protection Board (MSPB), and DOD/WHS/DPS as applicable to this Article.

Section 36.05 **Counselors**

When appointing Equal Employment Opportunity counselors, the Employer will consider nominations from the FOP. An FOP nominee will be considered with other potential candidates. Appropriate training will be provided those employees selected as counselors.

Section 36.06 **Information to Union**

The Employer agrees to furnish the FOP the following EEO information on a yearly basis:

Workforce profile by grade level according to age, sex, race, national origin and disabling condition.

ARTICLE 37

ACQUIRED IMMUNE DEFICIENCY SYNDROME

Section 37.01 **No Discrimination**

Employees infected by the Human Immunodeficiency Virus (HIV), or with Acquired Immune Deficiency Syndrome (AIDS) shall be allowed to work free from discrimination on the basis of their medical condition. Under the provisions of 29 C.F.R. 1613.704, qualified handicapped bargaining unit employees will be reasonably accommodated, in accordance with the Rehabilitation Act of 1973, as amended. It is the employee's responsibility to provide medical information regarding the extent to which a medical condition is affecting availability for duty or job performance to enable the Agency to reasonably accommodate the employee.

Section 37.02 **Medical Documentation**

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

Section 37.03 **Other Duties**

Bargaining unit employees with AIDS or HIV positive who are temporarily medically or physically unable to perform active police duties may request other police related duties. When other work is not available, leave shall be authorized in accordance with this Agreement.

ARTICLE 38

SAFETY AND OCCUPATIONAL HEALTH

Section 38.01 **Primary Responsibility**

It is recognized that each employee has a primary responsibility for his/her own safety and an obligation to observe safety rules and practices as a measure of protection for the employee and others. As a result, the Employer and the Union will establish a safety and health committee to meet as needed to discuss safety matters. The committee members will be comprised of two (2) representatives of the Union and an equal number of management members. The committee will operate by consensus whenever possible. When consensus cannot be reached each party may unilaterally submit its recommendations in writing.

Section 38.02 **Protective Equipment**

Protective equipment and safety devices which the Employer requires employees to use or wear will be provided to the employees at no cost. The Union will actively encourage bargaining unit employees to utilize safety equipment provided.

Section 38.03 **Employer Determinations**

The Employer will have the authority to determine whether any work area conforms to applicable safety standards. Whenever the Employer finds that such safety standards have not been met, the Employer will determine what protective equipment will be used to protect employees and permit them to work safely in the area.

Section 38.04 **Applicable Regulations**

The Employer will make every effort to insure that office space is in compliance with applicable regulations. When space allowing more square footage and/or more privacy exists, full consideration will be given to providing better space to employees. Each office employee will have a desk, chair, telephone and appropriate desk supplies. The Employer will make every effort to provide prompt maintenance and repair to all essential equipment or replace equipment determined by the Employer to be in poor working condition.

Section 38.05 **Employees Not Necessary For Abatement**

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

Section 38.06 **No Operation of Unsafe Equipment**

a. No employee will be required to operate unsafe and faulty equipment. In the event that an employee reports to his/her immediate supervisor that an assignment will endanger the employee's health and/or is unsafe, the supervisor will investigate and determine the validity of the allegation. Should the supervisor determine that the assignment can be performed safely, the supervisor will so inform the employee(s) and the work will proceed recognizing that the supervisor has full responsibility for the safety aspects of the job.

b. If the supervisor has any doubt as to the safety of the work situation, the supervisor will request the assistance of SEMD who will inspect the job site along with the supervisor to ensure that it is safe before requiring the employee(s) to perform the work. If the employee has a serious doubt that an unsafe condition continues to exist subsequent to the determination made by the supervisor, the matter may be referred to the Chief Steward or designee and the Shift Commander or designee, both of whom will confer with SEMD for resolution.

Section 38.07 **In-House Training**

When in-house training is available, the Agency agrees to solicit volunteers for first-aid training. Volunteers will be selected and trained based upon the workload requirements of the Agency and availability of training slots for unit employees.

Section 38.08 **Prevention of Accidents**

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

Section 38.09 **Periodic Examinations**

The Agency will periodically examine individual employees, upon request, for effects upon them of any poisonous or toxic agents

Section 38.10 **Transportation of Officers**

Normally, no officer will be transported or ride in any compartment area of a police unit where prisoners are placed for transportation.

Section 38.11 **Blood Borne Pathogens**

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

Section 38.12 **Infected Persons - Employee Exposure**

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

Section 38.13 **HIV/AIDS/Hepatitis Awareness**

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

Section 38.14 **X-Ray Machines**

Every bargaining unit officer working in the vicinity of x-ray machines and magnetometers will be issued radiation badges.

Section 38.15 **Motor Vehicles**

The Employer agrees all motor vehicles will comply with federal safety standards and guidance from the Employer's safety office. The Employer will make every reasonable

effort to ensure that the operators of such vehicles will be trained and properly qualified drivers. Employees are responsible for reporting all safety related deficiencies in assigned vehicles to their supervisors.

Section 38.16 **Motor Vehicle Accidents**

Employees involved in a motor vehicle accident while on duty will promptly notify the Employer. The employee may speak with a union representative, at the employee's request, prior to providing any substantive statement about the accident. When an on-duty motor vehicle accident occurs outside the Pentagon reservation and is investigated by a police Agency other than the Employer, the employee, when able, will attempt to obtain the following information:

- a. Police accident report case number;
- b. Name, address, telephone number, driver's license number, class of license; vehicle insurance information, and whether any injuries have been sustained and the possible extent of those injuries of all parties involved;
- c. Whether any injured person was removed by ambulance/paramedics; the ambulance company or paramedic unit; and the hospital to which any occupant of the vehicle was taken to;
- d. Whether an arrest was made; whether any traffic citation was issued; the alleged violation and return date in court;
- e. Where the vehicle(s) was/were towed;
- f. Polaroid pictures of the damage to the vehicles, if possible;

Section 38.17 **Copies of Documents**

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

ARTICLE 39

SAFETY AND OCCUPATIONAL HEALTH COMMITTEE

Section 39.01 **Creation of Committee**

The Employer and the Union will establish a safety and health committee to meet as needed to discuss safety matters. The committee members will be comprised of two (2) representatives of the Union and an equal number of management members. The committee will operate by consensus whenever possible. When consensus cannot be reached each party may unilaterally submit its recommendations in writing.

Section 39.02 **Committee Functions**

The committee may perform the following functions:

- a. Bring to the attention of the Employer's safety and health officer, and other representatives of the Employer, unsafe working conditions;
- b. Review and recommend safety training courses;
- c. Recommend appropriate safety equipment. Such recommendations will be given prompt consideration;
- d. Be notified of all lost time accidents involving employees of the unit which occur at the activity; and
- e. Review accident reports, subject to the privacy of the individual involved.

Union representatives presenting occupational safety and health issues will be granted a reasonable amount of official time in addition to the official time requirements of this agreement. All union representatives will be in a duty status while performing their functions as safety committee members. This section neither authorizes nor precludes overtime.

ARTICLE 40

PROCEDURES FOR SUBSTANCE TESTING

Section 40.01 The Parties recognize the DoD drug testing program as the current program.

Section 40.02 The Parties will meet to discuss the development and implementation of a procedure that will provide for the dividing of each specimen sample in a manner which is secure and properly labeled in the presence of the tested employee.

Section 40.03 The FOP Chairman or his/her designee will be notified of the arrival at the facility of the collector for the purposes of conducting random drug testing of bargaining unit employees. The Employer will advise the principal Union representative or his/her designee of the maximum number of employees to be tested. The FOP representative or his/her designee will be notified when random drug testing has been completed. Upon request, the Employer will inform the representative of the number of people tested and the number of employees to be rescheduled.

Section 40.04 An employee who wishes to have a Union representative present during the urine specimen collection will be permitted to do so, provided a representative is readily available and the collection is not unreasonably delayed. The employee will notify the supervisor of the employee's wish to obtain representation as soon as the employee learns that he/she is to be tested. The representative will be permitted to observe the actions of the collector, but will not interrupt or interfere with the collection process in any manner. The employee will be allowed to confer for a reasonable period of time not to exceed ten (10) minutes prior to and ten (10) minutes immediately after the sample collection process has been completed.

Section 40.05 When an employee selected for random testing is unavailable for testing for legitimate reasons, the supervisor will notify the DPC who will annotate the random test list by indicating the reason for unavailability and will reschedule the employee for unannounced testing within the following sixty (60) days.

Section 40.06 Testing will be conducted in a secure, sanitary area, and the privacy and dignity of the employee will be respected. Should the collector reasonably believe an employee has tampered, adulterated or substituted his/her sample, the employee will be allowed to have a Union representative present, if one is not already present at the collection site. The collector will advise the employee and his representative, if present, and detail his reasons for suspecting tampering. The collector may then request another sample in accordance with applicable regulations.

Section 40.07 Post accident testing will be conducted on employees whose work/performance at or about the time of an accident may have been a contributing factor to the covered event, as provided for in department directives. In general, testing will be conducted following: (1) a fatality; (2) a serious injury requiring immediate hospitalization; and (3) substantial damage to government property or private property estimated to be in excess of \$10,000.

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

Section 40.09 When reasonable suspicion exists that an employee is using illegal drugs, either on or off duty, the Agency may require that an employee submit to drug testing. Reasonable suspicion must be based on specific objective facts and reasonable inferences drawn from these facts in the light of experience. Examples of things which reasonable suspicion may be based on include, but are not limited to:

- a. Observable phenomena, such as direct observation of drug use and/or the physical symptoms of being under the influence of a drug;
- b. A pattern of abnormal conduct or erratic behavior;
- c. Arrest or conviction for a drug-related offense; or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use or trafficking of a controlled substance;
- d. Information provided either by reliable and credible sources or independently corroborated; or
- e. Newly discovered evidence that the employee has tampered with a previous drug test.

Section 40.10 At the time an employee is ordered to submit to drug testing based on reasonable suspicion of illegal drug use, he/she will be given a written statement setting out the precise and detailed statement describing all relevant circumstances which formed the basis for the decision to conduct reasonable suspicion testing. Upon the employee's request, a copy of the written statement will be provided to the Union representative. In the event that a reasonable suspicion test produces a negative result any references to reasonable suspicion including, but not limited to the written statements, will be expunged from all formal and informal files.

Section 40.11 The Employer will make every reasonable effort to ensure there is proper storage, handling and refrigeration of urine samples prior to testing.

Section 40.12 Employees will normally be notified of a positive test result within five (5) working days of receipt of the results by the Agency DPC. Failure to comply with this time frame will not invalidate test results.

Section 40.13 The Employer will administer the Drug Testing Program in a fair and equitable manner. Employees will not be selected for testing for reasons unrelated to the purposes of the program.

Section 40.14 Notification of test results will be handled in a confidential manner.

Section 40.15 The Employer agrees to provide to the Union, on an annual basis, an updated list of the DHHS approved laboratories.

Section 40.16 The Employer will provide the Union a copy of the report of the results of the testing of quality control specimens provided to the testing laboratory by the department. In addition, one (1) Union representative will be permitted to accompany officials of the Agency on an inspection of the testing laboratory once a year, if the Agency conducts such an inspection.

Section 40.17 Any employee unable to provide a sample will be allowed a reasonable time to provide a sample, up to two (2) hours after completion of testing for that day or the end of their shift. If the employee is still unable to provide a sample, the employee will be rescheduled at a subsequent date in the near future for collection of another urine sample. In post accident cases, the employee may be retained on duty until a urine sample is provided.

Section 40.18 The Employer will be required to perform a second test on a new portion of the same specimen if a positive result was obtained in the first test. This second test will be done by using gas chromatography and mass spectrometry. Only confirmed test results will be communicated to the DPC.

Section 40.19 An employee may request a voluntary drug test in accordance with program guidelines. However, a voluntary test will not excuse an employee from random testing.

Section 40.20 An employee may grieve a positive test result if and when the Agency takes formal action against the employee resulting from positive drug test results.

Section 40.21 An employee who wishes to obtain a drug test subsequent to the Employer's random drug test may do so on annual leave. The Employer agrees to attempt to accommodate an employee's request for annual leave to the maximum extent possible.

Section 40.22 Any proposed procedures concerning testing for any other substances will be negotiated with the Union prior to implementation as required by law.

Section 40.23 The Employer, in accordance with Agency regulations, will not initiate disciplinary action against an employee for drug use if:

- a. The employee voluntarily identifies himself/herself as a user of illegal drugs prior to being identified through other means;
- b. Obtains counseling or rehabilitation through an employee assistance program or other approved program; and
- c. Thereafter refrains from using illegal drugs.

Section 40.24 In the event any legislation is enacted which affects any provision of this Agreement, the Parties, at the request of the Union, will reopen that provision for renegotiation.

ARTICLE 41

CONTRACTING OUT

Section 41.01 Procedures

The Agency will inform the appropriate FOP Chairman when it exercises its discretion to contract out work, which, as performed by the contractor, could be reasonably expected to impact adversely upon conditions of employment of bargaining unit employees. Examples of such adverse impact include, but are not limited to, reductions-in-force, downgrading, or reassignments.

Section 41.02 When the Agency has decided to contract out such work, it will provide to the FOP Chairman such information pertaining to the contract and the decision as is available.

Section 41.03 In the event that the Agency decides to have a study performed to resolve questions pertaining to contracting out such work, the FOP Chairman will be involved in the study to the extent permitted by law. The Employer agrees to provide the Union with training on cost benefit analysis.

Section 41.04 **Negotiations**

When a determination has been made that the contracting out of such work has or is expected to have an adverse impact, the Union may request negotiations thereon and negotiations will be held in accordance with this Agreement.

Section 41.05 **Limitations**

Instructions or directions from contractor personnel to bargaining unit employees will be directed by the employee to the appropriate supervisor.

Section 41.06 The Employer agrees to abide by applicable Federal laws, rules and regulations with respect to contracting activities. However, any dispute concerning the application or interpretation of OMB Circular A-76 shall not be subject to the negotiated grievance procedure.

ARTICLE 42

EMPLOYEE RECORDS/PRIVACY ACT

Section 42.01 Employees and/or their authorized representative will have the right and be granted a reasonable amount of time to examine any of their personnel records on duty time in the presence of a management official. The employee will have the opportunity to prepare and enter on the record while on duty status, a response to material placed in such records.

Section 42.02 Access to personnel records of the employee by the employee or the authorized representative will be granted within two (2) working days of the request if such records are maintained on the premises in which the employee is located and are immediately available. If the records are not so maintained as available, the Employer will initiate prompt action to obtain the records from their location.

Section 42.03 **Supervisory Notes**

a. Supervisors may retain "supervisory" notes commonly called memory joggers. All of the following conditions must exist for the notes to be considered memory joggers. The notes must be:

- (1) Retained as a memory aid by the supervisor;
- (2) For the supervisor's personal use;

(3) Provided to no other person; and

(4) Retained or discarded at the supervisor's discretion.

b. These notes are considered mere extensions of the supervisor's memory and are not subject to the Privacy Act. However, if any of the conditions are broken, these notes are no longer mere extensions of the supervisor's memory and become records subject to the Privacy Act.

c. These personal personnel notes or memory joggers will not be used to circumvent proper disclosure to the employee nor may they be used to retain information that should properly be contained in a system of records.

ARTICLE 43

OUTSIDE EMPLOYMENT

Section 43.01 The Parties recognize that certain outside employment opportunities present an inherent conflict because of the requirements and nature of law enforcement.

Section 43.02 However, the Agency and the Union agree that the right to work at any lawful occupation which does not present a conflict between the employee's obligations as a law enforcement officer and the outside occupation shall not be restricted.

Section 43.03 There shall be no restriction as to the number of hours an employee may work in outside employment so long as the hours do not adversely impact on the Agency. Where there is objective evidence that an employee's work performance is suffering or has declined because of engagement in outside employment activities, the Agency shall meet with the employee and his/her representative to discuss the Agency's concerns. If work performance continues to decline, the Agency may take such action as is warranted concerning the employee's employment with the department. However, no employee will be required to resign from any outside employment position.

Section 43.04 The Parties agree that General Orders will continue to apply to the extent that it is not inconsistent with this provision.

ARTICLE 44

FIREARMS RANGE

Section 44.01 **Recognition**

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

Section 44.02 **Range Opening**

The Employer agrees to open the DPS range to bargaining unit employees on a trial basis, provided that a minimum of nine (9) officers sign up to use the police range on each designated range day, so that police officers can develop and maintain proficiency with the firearms used by officers. The Employer will provide shooting glasses, supply ammunition and range personnel.

Section 44.03 **Mandatory Qualification**

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

Section 44.04 **Failure to Qualify**

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

Section 44.04 **Remedial Training**

If an officer fails to qualify, the Employer may provide that remedial training which is reasonably necessary for the officer to qualify with the service weapon.

ARTICLE 45

USE OF FORCE

Section 45.01 **Policy**

The Parties recognize that when an employee uses force to effect an arrest or to

protect his/her life or the life of others, the employee is a potential criminal target until prosecution has been declined or a grand jury refuses to indict the employee. As a result and to the extent not inconsistent with this article, General Orders will apply to use of force situations. In addition to the above:

a. The Employer will have the employee removed from the scene upon the arrival of additional officers and supervisors. If needed, the officer will be provided with medical treatment. Medical treatment may include the opportunity to speak with a mental health professional. A request to speak with a mental health professional by the employee or his/her representative will not be unreasonably denied. The Employer will advise the officer to consider retaining an attorney to safeguard his personal interests prior to giving the Employer any formal statement or submitting to an interview.

b. Where the employee is a criminal suspect or it is reasonably likely that the officer may be charged with a crime, he/she will be afforded all the rights under the law.

ARTICLE 46

CRITICAL INCIDENT STRESS DEBRIEFING

Section 46.01 Creation of CISD

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

Section 46.02 CISD Committee

The Parties will create a CISD committee to develop a CISD program consistent with the goals set forth in section 46.03 a.

Section 46.03 Program Criteria

A CISD program developed by the Parties will insure the following:

a. The CISD program is an education process designed to minimize the impact of a critical incident on an employee. It is not intended to evaluate an employee in terms of gathering factual information about employee performance or to be a mechanism for psychological assessment.

b. The Union will be able to designate a bargaining unit employee to serve as a member of a CISD team. The Union may designate up to three (3) bargaining unit employees to receive formal CISD training for this purpose.

c. The CISD will be administered in accordance with applicable Agency directives and this Agreement.

d. No CISD member will be required to divulge or disclose any conversation or statement of the employee seeking assistance.

ARTICLE 47

RIGHTS OF OFFICERS UNDER INVESTIGATION

Section 47.01 General

When subject to an internal or criminal investigation, all police officers employed by the Employer will have all the rights and privileges consistent with General Orders to the extent not inconsistent with this article.

Section 47.02 Agency Action

In addition to the above, the following will apply when an allegation is leveled against an employee or when the department commences an investigation. The Chief of Police or his designee may take one of the following actions in reference to the pay status of the accused employee:

- a. Continue the employee on duty in the employee's regular assignment;
- b. Place the employee on administrative leave with pay;
- c. Continue the employee on duty in some other assignment consistent with the nature of the allegation; or
- d. Place the employee on indefinite suspension.

Section 47.03 Indefinite Suspension

In the event that the employee is issued a proposal for indefinite suspension, the employee will be afforded an opportunity to make a written and/or oral response to the

proposal and will be placed on administrative leave until such time as a decision on the indefinite suspension is issued.

Section 47.04 **Conduct of Interview**

Whenever a police officer of the Employer is under criminal investigation or the subject of an interview by the DPSCI/IA which could lead to disciplinary action, reduction-in-grade, or removal from the Federal service, such interview will be conducted under the following conditions:

- a. Normally, the employee will be notified in writing of the general nature of the matter (i.e., criminal or administrative misconduct) being investigated in advance. The notice will advise the employee whether he/she is a target of the investigation or whether he/she is sought as a witness. The notice will also inform the employee of his/her right to be accompanied by a representative if he/she so desires, and the employee will be given a reasonable opportunity both to obtain such representation and confer confidentially with the representative before the beginning of the meeting.
- b. Normally, the interview will be conducted at the offices of the Employer and at a time when the officer is on duty unless the seriousness of the investigation is of such a degree that immediate action is required.
- c. At the time of interview, the employee or representative will be allowed to review any written complaint received. The names of confidential informants and complaints may/may not be disclosed at the discretion of the Employer.
- d. If the U.S. Attorney has declined prosecution in a matter, the employee or representative will be provided with a copy of the declination of prosecution letter prior to reading the employee the Kalkines warning.
- e. Interview sessions will be for reasonable periods and will allow for such personal necessities and rest periods as are reasonably necessary.
- f. The employee under investigation/interview will not be subjected to offensive language or be threatened. No promise or reward will be made as an inducement to answer questions.
- g. The Union will be allowed to make a taped recording of the interview. Upon completion of the interview, the Union will provide the tape to the investigator who will maintain the tape until completion of the investigation or disciplinary action has been proposed. At this time, the Union may request in writing a copy of the interview tape. The Employer will provide a copy of the tape to the Union and retain the original tape recording.

Section 47.05 **No Disclosure**

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

Section 47.06 **Arrest for Unrelated Offense**

For those instances when the employee has been arrested for an offense unrelated to the performance of his/her duties, arising from an incident which occurred outside his/her normal duty hours, the Employer will not attempt to solicit any statement from the employee pending the resolution of the criminal charges. However, the Employer may implement any of the procedures referred to in section 47.01 of this article.

Section 47.07 **Signed Complaints**

Complaints by citizens against employees will be signed by the complainant and have a statement included on the complaint consistent with the provisions of title 18 U.S.C. § 1001.

Section 47.08 **Reasonable Time**

Any department complaint involving non-criminal administrative conduct will be completed by the department within a reasonable period of time.

Section 47.09 **Disposition**

Notice of the disposition of a complaint to the employee will be defined in one of the following classifications:

- a. Sustained; or
- b. Not sustained

ARTICLE 48

DISCIPLINE/ADVERSE ACTIONS

Section 48.01 **Scope**

This article covers actions involving notations, letters of caution, oral and written

admonishments, written reprimands, disciplinary reassignments, suspensions, forfeiture of time for disciplinary reasons, removals, reductions-in-grade/rank or pay, or furloughs of thirty (30) days or less. The removal of a probationer is an exception to this article and will be governed by Government wide regulations.

Section 48.02 Disciplinary/Adverse Actions

a. Adverse actions are suspensions of more than fourteen (14) days, reductions in grade or pay, furloughs of thirty (30) days or less and removals as defined in 5 U.S.C. Chapter 75.

b. Disciplinary actions are letters of warning, reprimands, and suspensions of fourteen (14) days or less.

Section 48.03 Standard

Disciplinary/adverse actions may not be taken against an employee except for such cause as will promote the efficiency of the service and must be based on just cause. Disciplinary/Adverse actions must be supported by a preponderance of evidence and must be consistent with applicable laws and regulations governing such actions. Disciplinary actions must be determined on the merits of each individual case.

Section 48.04 Development of Facts

All facts pertaining to a disciplinary/adverse action will be developed as promptly as possible. Actions under this article will be promptly initiated after all facts have been made known to the official responsible for taking action. An employee's denial of the charges against him will not be grounds for an Agency charge of untruthfulness.

Section 48.05 Appeal

An employee against whom an action is taken under this article may appeal that action to any statutory procedure or grievance procedure under this Agreement, but not both.

Section 48.06 Counseling

Counseling discussions, letters of caution and/or requirements and Reports of Inquiry are methods designed to bring to the attention of the employee a violation or potential violation of rules of conduct, regulations, work practices or other matters. Such discussions will be conducted in private.

Section 48.07 **Letters of Warning**

Letters of warning are considered temporary records. The supervisor retains a copy of the letter of warning, and it is not included in the employee's Official Personnel Folder. Reference to the letter of warning may be cited in a related action that occurs within six (6) months of issuance as evidence that the employee was informed of the offense and of possible future disciplinary action.

Section 48.08 **Letters of Reprimand**

Letters of reprimand may be made a part of the employee's Official Personnel Folder and will be removed after twelve (12) months. However, at the request of either the Employer, the issuing authority or the employee, the letter of reprimand may be expunged from the Official Personnel Folder at an earlier date. When the letter is removed, the offense will not be used to support any future disciplinary or adverse action.

Section 48.08 **Opportunity to Meet**

Prior to making a determination as to whether disciplinary action or adverse action is to be proposed, the proposing official may offer the employee the opportunity to discuss the matter with the supervisor. The employee will be permitted Union representation or the employee requests a representative of his/her choice.

Section 48.09 **Review of Information**

An employee against whom action is proposed under this article has the right to review all of the information relied upon to support the action and will be given a copy upon request. The Agency will also provide all relevant information in its possession to the employee.

Section 48.10 **Reasonable Official Time**

The employee and his/her representative will be granted a reasonable amount of official time for preparation and presentation of answers to proposed actions under this article. The official time authorized in this section may be extended upon request.

Section 48.11 **Table of Penalties**

Although not exhaustive, the Agency's table of penalties should be used as a guide to determine an appropriate penalty. If applicable, appropriate penalties for offenses unlisted in the table of penalties may be derived by comparing the nature and seriousness of the offense to those listed in the table, the employee's previous history of discipline and other

relevant factors in each individual case. In assessing penalties, consideration will be given to the length of time that has elapsed from the date of any previous offense. As a general guide, a one (1) year time frame should be used in determining freshness.

Section 48.12 Nexus

The Employer must apply a standard of nexus of this agreement to any action based on an employee's off duty misconduct.

Section 48.13 Implementation

The Parties agree that disciplinary actions following a final Agency decision will be effected no earlier than thirty (30) days from receipt of the decision notice. This provision does not apply to actions under 5 U.S.C. 7513, indefinite suspensions, reprimands, furloughs, RIFs and changes to lower grades not involving disciplinary reasons.

ARTICLE 49

LAST CHANCE AGREEMENTS

Section 49.01 Policy

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

Section 49.02 Alleged Conduct

Last chance agreements will only pertain to alleged conduct contained in a Notice of Proposed Removal.

Section 49.03 Union Presence

Prior to offering an employee a last chance agreement, the Union chair or designee will be allowed the opportunity to be present at the last chance meeting.

Section 49.04 Bargaining

The Union may bargain the terms and conditions of the last chance agreement on behalf of the employee in question.

Section 49.05 **No Modification**

Last chance agreements will not in any way modify or otherwise change this Agreement.

Section 49.06 **Criteria**

Last chance agreements will not be valid unless:

- a. The employee is given the opportunity to consult and/or discuss the matter with the Union chair or designee;
- b. The employee signs a statement agreeing not to hold the FOP responsible in any way; and
- c. Signed in the presence of the employee's representative.

Section 49.07 **Challenges**

Challenges to a last chance agreement may be made only to adjudicate whether the employee violated the terms of the agreement.

ARTICLE 50

GRIEVANCE PROCEDURE

Section 50.01 A grievance is any complaint by an employee concerning any matter relating to the employment of the employee; or by the Union concerning any matter relating to the employment of any unit employee; or by any employee, the Union or Employer concerning:

- a. The effect or interpretation, or claim of breach of this agreement; or
- b. Any claimed violation, misinterpretation or misapplication of any law, rule, or regulation affecting conditions of employment.

Section 50.02 The Employer and the Union recognize that disagreements will arise in a work situation. As a result, employees and supervisors are encouraged to attempt to resolve grievances or other work related concerns informally and at the lowest level possible. However, the Employer recognizes that employees, groups of employees, the Union or the Employer are entitled to file and seek resolution of grievances under the

provisions of the negotiated grievance procedure. The Employer agrees not to interfere with, restrain, coerce or engage in any reprisal against an employee or Union representative for exercising the rights contained in this agreement and this article.

Section 50.03 This procedure provides for the timely consideration of grievances. Except as limited or modified by this article, this article will be the exclusive procedure available to the Parties and the employees in the unit for resolving grievances. Any employee, group of employees or the Parties may file a grievance under this procedure. The Parties shall cooperate to resolve grievances informally at the earliest possible time and at the lowest supervisory level.

Section 50.04 This procedure shall not apply to any grievance concerning:

a. Any claimed violation of subchapter III of Chapter III Title 5 U.S.C. (Relating to prohibited political activities);

b. Retirement, life insurance, or health insurance;

c. A suspension or removal under Section 7532, Title 5 U.S.C. (relating to national security matters);

d. Any examination, certification, or appointment under referred to in Title 5 U.S.C. 7121(c)(4);

e. The classification of any position which does not result in the reduction-in-grade or pay of any employee;

f. The discharge of probationers;

Section 50.05 In matters relating to Equal Employment Opportunity; Prohibited Personnel Practices; Whistleblowing; adverse actions; removal or reduction in grade for unacceptable performance; reduction in grade, reduction in pay; and a furlough of thirty (30) days or less, an aggrieved employee will have the option of utilizing this grievance procedure or any other procedure available in law or regulation, but not both. An employee will have exercised that option when a grievance or appeal within a statutory procedure has been filed within the applicable time limits.

Section 50.06 Employees are entitled to be assisted by the Union in the presentation of grievances. Any employee or group of employees covered by this procedure may present grievances without the assistance of the exclusive representative, as long as the exclusive representative has been given the opportunity to be present during the grievance proceedings. No other individual(s) may serve as the employee's representative in the

processing of a grievance under this procedure, unless designated by the Union. The right of individual presentation does not include the right of taking the matter to arbitration unless the Union agrees to do so.

Section 50.07 In disciplinary and/or adverse action cases where a decision has been made in response to a notice of proposed disciplinary/adverse action, the grievance may be filed directly at Step 3 of this procedure with the deciding official or designee within fifteen (15) days of the final decision.

Section 50.08 A grievance must be initiated within fifteen (15) calendar days of the incident or knowledge of the incident which gave rise to the grievance by the Union or the employee. Any grievance failing to comply with this time limit will not be presented or considered at a later time except by mutual consent of the Parties.

Section 50.09 Employee, Union or Employer initiated grievances will be processed in accordance with the following steps and will contain, as a minimum, the following information:

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

STEP 1. An employee/representative will first present the grievance in writing to the employee's immediate supervisor. The immediate supervisor will review the complaint. The immediate supervisor should consult with the chain-of-command or the official with the authority to resolve the issue prior to providing a response to the grievance. The supervisor will provide a written response within seven (7) calendar days of the receipt of the grievance.

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

STEP 3. If the employee/representative is not satisfied with the decision at Step 2, he/she may seek further consideration of the grievance by submitting the grievance to the Bureau Commander or designee within seven (7) calendar days of the receipt of the answer at Step 2. The Bureau Commander or designee will make an inquiry into the facts and provide a written decision within seven (7) calendar days of the receipt of the grievance.

Section 50.10 If the Employer's decision at Step 3 is unsatisfactory, the Union may invoke arbitration in accordance with this agreement.

Section 50.11 At any step where the Union or employee does not advance the grievance to the next step, the grievance will be deemed resolved. Where the Employer fails to respond with the allotted period and no extension of time has been requested, the grievance will advance to the next step.

Section 50.12 Either party may request in writing and receive extensions of the time limits prescribed above.

Section 50.13 Union Initiated/Employer Initiated Grievances

Union or Employer initiated grievances, depending on the case, will be filed directly with the Union Chair or the Chief of Police or designee within fifteen (15) days of the incident or knowledge of the incident which gave rise to the grievance. Any grievance failing to comply with this time limit will not be presented or considered at a later time except by mutual consent of the Parties. The Parties will make an appropriate inquiry into the facts and provide a final written decision within seven (7) calendar days of receipt of the grievance. If the decision is unsatisfactory, the Union or Employer, as the case may be, may invoke arbitration in accordance with this agreement. Either party may request, in writing and receive extensions of the time limits prescribed.

ARTICLE 51

ARBITRATION PROCEDURE

Section 51.01 **Arbitration**

a. Within twenty (20) days following receipt of a decision at Step 3, the party who initiated the grievance will notify the other party if it intends to submit the matter to arbitration. Within seven (7) days after notification, the moving party will request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) or any other source. Within fourteen (14) days from receiving a list of arbitrators, the Parties will select an arbitrator. If the panel is unacceptable to either party one additional panel may be

requested. If the Parties cannot agree upon an arbitrator, they will strike one (1) name from the list alternately and then repeat this procedure until only one (1) name remains. The person whose name remains will be selected as the arbitrator. The party striking the first name from the list in each case will be chosen by a coin toss or otherwise as agreed.

b. As an alternative to the above procedures, the Parties may mutually agree upon an arbitrator or panel of arbitrators to be used on a rotating basis.

Section 51.02 **Scheduling/Official Time/Witnesses**

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

Section 51.03 **Pre-Hearing Procedures**

a. As soon as possible after the selection of the arbitrator, but not later than ten (10) days before a scheduled hearing, the Parties will meet in an attempt to stipulate facts and issues in the case for joint submission to the arbitrator. The meeting requirement may be met in person, by telephone or any other method the Parties agree upon. The Parties will exchange copies of exhibits they intend to present. This section will not preclude a party from introducing rebuttal documents without prior notice. At this time the Parties will also exchange lists of potential witnesses to the scheduled hearing. This section will not preclude a party from introducing rebuttal witnesses without prior notice.

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

Section 51.04 **Hearing Procedures**

a. The arbitrator will have the following authority:

(1) Administer oaths and affirmations;

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

(3) Rule upon offers of proof and receive relevant evidence and stipulation of facts with respect to any issue; approve/disapprove cumulative evidence;

(4) Limit lines of questioning or testimony which are immaterial, irrelevant, unduly repetitious or customarily privileged;

(5) Regulate the course of the hearing, including ruling on motions when appropriate;

(6) Draw any appropriate inference if a party fails to present facts or witnesses that the arbitrator deems necessary;

(7) Hold conferences for the simplification of the issues by consent of the Parties;

(8) Request the Parties at any time during the hearing to state their respective positions concerning any issue in the case or theory in support thereof;

(9) Continue the hearing from day to day, or adjourn it to a later date with appropriate notice;

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

(11) Sequester or exclude witnesses where appropriate.

b. The arbitrator will confine himself/herself to the precise issue submitted for arbitration and will have no authority to determine any other issues not so submitted to him/her. The arbitrator will have no authority to change, alter, modify, delete or add to the terms and/or provisions of this Agreement.

Section 51.05 **Rights of the Parties**

The Parties will have the right to:

- a. Appear in person or by representative;
- b. Examine and cross examine witnesses;
- c. Introduce into the record relevant evidence;

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

e. File a post hearing brief with the arbitrator. No reply brief may be filed unless requested or approved by the arbitrator;

f. Have copies of all documents filed with the arbitrator at any stage of the preceding simultaneously served on the other party.

Section 51.06 Award

The arbitrator will submit his/her award to the Parties as soon as possible, but in no event later than thirty (30) days following the close of the record before him/her unless the Parties mutually agree to a specific extension. The arbitrator will make findings of fact and conclusions of law setting forth the basis of the decision. The decision of the Arbitrator is final and binding except that exceptions may be filed in accordance with section 51.08. If post hearing briefs are to be filed and the Union's advocate is an employee of the Employer, official time in accordance with Article 12 will be granted to prepare the post hearing brief. The request to schedule such time will be made by an officer directly to his/her Watch Commander.

Section 51.07 Expenses/Costs

The arbitrator's fees and expenses will be borne 55% by the Employer and 45% by the Union. If a verbatim transcript of the hearing is made and either party desires a copy of the transcript, the party will bear the expense of the copy or copies they obtain. The Parties will share equally the cost of the transcript, if any, supplied to the arbitrator. If, prior to the arbitration hearing or decision, the Parties resolve the grievance, any cancellation fee will be borne equally by the Parties. If a party requests arbitration and later withdraws the request for any reason other than resolution, or requests a delay in a scheduled arbitration, that party will pay the full cost of any cancellation fee and other charges imposed by the arbitrator.

Section 51.08 Exceptions to an Arbitrator's Award

a. The Parties retain their rights under 5 U.S.C. 7122, 7123 and 7702.

b. Any exceptions to an award must be filed in accordance with the rules and regulations of the Federal Labor Relations Authority (FLRA).

c. The filing of an exception with the FLRA will serve to stay any implementation of the award until the Authority renders a final decision on the matter.

Section 51.09 **Expedited Arbitrations**

a. By mutual consent and in cases other than disciplinary/adverse actions, either party may refer a particular grievance to expedited arbitration in lieu of the normal grievance process in this procedure. An arbitrator will be selected as described in section 51.01.

b. The hearing will be conducted as soon as possible and will be informal in nature. There will be no briefs and no official transcripts, and the arbitrator will issue a decision as soon as possible, but not later than five (5) days after the official closing of the hearing unless otherwise agreed between the Parties.

Section 51.10 **Access to Information**

In the processing and handling of grievances under this procedure, the Union will have access to such information that is relevant and necessary to the processing of a grievance in accordance with 5 U.S.C. 7114(b)(4) and where disclosure is not prohibited by law. Should the Union make a written request for information it believes is necessary in connection with a pending arbitration, the Employer will respond to such a request within two (2) days either providing the requested information, setting forth a schedule for the production of the requested information, or explaining why such information does not fall within the purview of Section 7114(b)(4) of the Statute. In connection with a question of relevance or necessity, the Parties will meet in an attempt to resolve the matter. Having met, should the Parties still not be able to reach agreement on the production of requested information, they will make a joint request of the Federal Labor Relations Authority for an expedited decision on the information request.

Section 51.11 **Attorney Fees**

In any event where a party petitions the arbitrator for an award of attorney fees, the Parties will apply the procedures and precedent of the Merit Systems Protection Board in seeking an award of fees.

ARTICLE 52

DURATION AND EFFECT

Section 52.01 **Duration**

This agreement will remain in effect for thirty-six (36) months from the date of signature by the Defense Protective Service and the Chairman of the Fraternal Order of Police, DC Lodge 1, Defense Protective Service Labor Committee.

Section 52.02 **Renewal/Renegotiation**

This agreement will be automatically renewed for an additional period of one (1) year unless either party gives written notice to the other of its desire to amend or terminate this agreement. The written notice must be given no sooner than 105 days but not later than ninety (90) days from the effective date of this agreement. Negotiations to amend the agreement will commence not later than thirty (30) days after receipt of the written request. If negotiations are not completed prior to the expiration date, this Agreement will remain in full force and effect until a new agreement is reached. Within thirty (30) days after notification and upon request of either party, the Parties will enter into and conduct negotiations of ground rules for the purpose of renegotiating a new or modified master collective bargaining agreement.

Section 52.03 **Local Agreements**

During the term of this agreement, there will be no individual agreements, understandings or practices contrary to the specific terms of this agreement, unless such agreements, understandings or practices have been reduced to writing and signed by duly authorized representatives of the Agency and the FOP.

Section 52.04 **Changes to the Agreement**

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

ARTICLE 53

EFFECTIVE DATE

Section 53.01 **Agreement**

This Agreement will be considered executed on the date it is signed by each of the chief negotiators for the Parties in negotiations.

Section 53.02 **Agency Head Review**

If the Agency disapproves of any provision of the agreement, the Parties may renegotiate the disputed provision and related provisions with the rest of the agreement remaining in effect, or the Union in the alternative may file a petition for review of the disapproval with the Federal Labor Relations Authority in accordance with FLRA regulations. In accordance with 5 U.S.C. 7114(c)(3), the Agency does not complete review of the Agreement within the thirty (30) day statutory period after it has been signed by the chief negotiators, the entire agreement will become effective subject to the provisions of applicable law, rules and regulations.

Section 53.03 **Effective Date**

Notwithstanding the time-period in section 53.02, this Agreement will take effect on the date of signature by the Agency head and the chairman of the Union.