

Collective Bargaining Agreement



Defense Logistics Agency
and
International Brotherhood of
Police Officers,
Local 815

Effective July 26, 2012

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION AND COVERAGE OF THE AGREEMENT	2
ARTICLE 2 – EFFECT OF LAW AND REGULATIONS	3
ARTICLE 3 – NEGOTIATIONS DURING THE LIFE OF THE AGREEMENT	4
ARTICLE 4 – UNION RIGHTS	10
ARTICLE 5 – MANAGEMENT RIGHTS	13
ARTICLE 6 - USE OF FACILITIES	15
ARTICLE 7 - NAMES OF EMPLOYEES AND COMMUNICATION	16
ARTICLE 8 - LOCKER ROOMS/SHOWERS/COMMON AREA	17
ARTICLE 9 - LABOR MANAGEMENT RELATIONS COMMUNICATION	19
ARTICLE 10 - RIGHTS OF EMPLOYEES	20
ARTICLE 11 - LEAVE FOR CHILDBIRTH/ADOPTION REASONS	23
ARTICLE 12 - LEAVE WITHOUT PAY	25
ARTICLE 13 - MISCELLANEOUS LEAVE AND EXCUSED LEAVE	26
ARTICLE 14 - FAMILY AND MEDICAL LEAVE, FAMILY-FRIENDLY LEAVE POLICIES AND BONE MARROW/ORGAN DONATION LEAVE	31
ARTICLE 15 - SICK LEAVE	34
ARTICLE 16 - ANNUAL LEAVE	37
ARTICLE 17 - POSITION DESCRIPTION/CLASSIFICATION	39
ARTICLE 18 - TRANSITIONAL DUTIES/ASSIGNMENTS	41
ARTICLE 19 - INJURY COMPENSATION	43
ARTICLE 20 - OFFICIAL TIME	46
ARTICLE 21 - UNIFORM AND EQUIPMENT	52

ARTICLE 22 - ACQUIRED IMMUNE DEFICIENCY SYNDROME	54
ARTICLE 23 - EQUAL EMPLOYMENT OPPORTUNITY	55
ARTICLE 24 - AWARDS	57
ARTICLE 25 - DETAILS	59
ARTICLE 26 - HAZARDOUS DUTY	61
ARTICLE 27 - SAFETY AND OCCUPATIONAL HEALTH	65
ARTICLE 28 - HOLIDAYS	69
ARTICLE 29 - SUNDAY PREMIUM PAY AND NIGHT PAY	71
ARTICLE 30 - RULES, REGULATION AND STATUTES	72
ARTICLE 31 - CONTRACTING OUT	73
ARTICLE 32 - GRIEVANCE PROCEDURE	75
ARTICLE 33 - ARBITRATION	81
ARTICLE 34 - UNION DUES WITHHOLDING	84
ARTICLE 35 - PROCEDURES FOR SUBSTANCE TESTING	87
ARTICLE 36 - EMPLOYEE RECORDS/PRIVACY ACT	88
ARTICLE 37 - SEVERANCE PAY	92
ARTICLE 38 - OUTSIDE EMPLOYMENT	93
ARTICLE 39 - PERFORMANCE MANAGEMENT SYSTEM	94
ARTICLE 40 - BASIC WORK WEEK	96
ARTICLE 41 - OVERTIME	98
ARTICLE 42 - DISCIPLINARY ACTIONS	101
ARTICLE 43 - ADVERSE ACTIONS	104
ARTICLE 44 - PROMOTIONS WITHIN THE BARGAINING UNIT	107
ARTICLE 45 - WEAPON QUALIFICATION	109
ARTICLE 46 - OFFICAL CREDENTIALS	111

ARTICLE 47 - LAST CHANCE AGREEMENTS	114
ARTICLE 48 - USE OF FORCE IN THE COURSE OF DUTY	117
ARTICLE 49 - CRITICAL INCIDENT STRESS SITUATIONS	118
ARTICLE 50 - EDUCATION	119
ARTICLE 51 - FITNESS STANDARS	120
ARTICLE 52 - COLLATERAL DUTIES	122
ARTICLE 53 - DEVELOPMENT AND TRAINING	123
ARTICLE 54 - REDUCTION IN FORCE	126
ARTICLE 55 - DURATION AND EFFECT	128
ARTICLE 56 - EFFECTIVE DATE	129
ARTICLE 57 - COPIES OF AGREEMENT	130
APPENDIX A - OFFICIAL TIME FORM	131
APPENDIX B - GRIEVANCE	132
APPENDIX C - INFORMATION REQUEST	134
APPENDIX D - RESPONSE TO INFORMATION REQUEST	136

PREAMBLE

This Agreement is made between the Defense Logistics Agency Installation Support at Fort Belvoir (hereinafter referred to as “the Employer”) and the International Brotherhood of Police Officers, Local 815 (hereinafter referred to as “the Union”).

The parties seek to promote a harmonious relationship between management and labor, and further seek to promote a good understanding regarding personnel policies, practices and procedures, and other matters affecting conditions of employment. The parties also seek to provide a means for reasonable and amicable discussion and adjustment of matters of mutual concern and interest.

When 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.

Now, therefore, the parties agree as follows:

ARTICLE 1

RECOGNITION AND COVERAGE OF THE AGREEMENT

Section 01.01 Exclusive Representative

The Employer recognizes the Union as the exclusive representative of all police officers, including Sergeants, of the Department of Defense, Defense Logistics Agency, Fort Belvoir, Virginia, excluding all professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

Section 01.02 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 01.3 Employee, Position and Calendar Day

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

Section 01.04 Responsibilities

Whenever language in this Agreement refers to specific duties or responsibilities of specific employees or management officials, it is intended only to provide a guide as to how a situation may be handled.

ARTICLE 2

EFFECT OF LAW AND REGULATIONS

Section 2.01

In the administration of all matters covered by this Agreement, the Parties are governed by:

- a. existing and future laws, including the Federal Service Labor-Management Relations statute
- b. the Employer's rules and regulations in effect upon effective date of this Agreement, unless contrary to the terms of this Agreement or government-wide regulations,
- c. government-wide rules or regulations in effect upon the effective date of this Agreement,
- d. government-wide rules or regulations issued after the effective date of the agreement that are not in conflict with this Agreement.

Section 2.02

The Employer shall effectively enforce all provision of the Civil Service Reform Act of 1978. Existing and future DLA personnel rules, regulations and policies shall apply to the parties and unit employees, and the Employer's labor relations obligations for any new rules, regulations and policies are satisfied. Should any conflict arise between the terms of this Agreement and any Employer rule or regulation issued after the effective date of this Agreement, the terms of this Agreement will supersede and govern, until the Employer labor relations obligation are satisfied.

ARTICLE 3

NEGOTIATIONS DURING THE LIFE OF THE AGREEMENT

Section 03.01 Agreements under this Article

Any agreements reached under the provisions of the Article shall be deemed to be supplemental to this Agreement and subject to approval of the Agency Head (the Defense Civilian Personnel Advisory Service).

Section 03.02 Mandated Changes

If a future statute, Executive Order, government-wide regulations, judicial decision or essential mission need requires the parties to change an agreement between the Parties, the Employer will notify the Union, in writing, of proposed language to implement the change required. If the Union desires to negotiate the impact and implementation of the change, to the extent permitted by law, it shall notify the Employer within five (5) days. Such request to negotiate shall include a specific timely and negotiable counterproposal for negotiations. Failure to respond timely to the Employer's notice shall constitute a waiver of any right to negotiate on the proposed required change, and the proposal will become part of the Parties' Agreement. Changes unrelated to the change specifically required by the law, Executive Order, government-wide, regulation, judicial decision or essential mission need will not be permitted in the subject negotiations.

Section 03.03 Other Changes

The Employer will notify the Union, in writing, of changes that may affect personnel policies, practices and working conditions of bargaining unit employees. If the Union desires to negotiate the substance, if appropriate, or impact and implementation of the change, to the extent permitted by law, it shall notify the Employer within five (5) days. Such request to negotiate shall include specific, timely and negotiable proposals for negotiations exclusively addressing the matter of the proposed change. Failure to respond timely to the Employer's notice shall constitute a waiver of any right to negotiate on the proposed change, and the proposal will become part of the Parties' Agreement.

Section 03.04 Information Requests

The Employer shall make a good faith effort to provide the Union adequate information about the proposed change to allow bargaining to proceed. The Union will ensure that any request for information is accompanied by a demonstration of "Particularized Need" in line with current case law precedents of the Federal Labor Relations Authority and appropriate courts. If a dispute arises in the course of negotiations, the Parties agree that bargaining will go forward.

If no agreement is reached and the matter is placed before the Federal Service Impasses Panel (Panel), either Party may raise the dispute to the Panel, which shall be authorized by the Parties to resolve the dispute consistent with law.

Section 03.05 Implementation

a. If the Union has timely requested negotiations regarding a mandated or other change, the Employer will where possible, delay the implementation of such change until such time as the Parties reach agreement on all negotiable issues connected with the change, unless the Employer reasonably believes that:

1. There is a mandatory implementation date or contrary intent expressed by the source of the mandated change which requires implementation of the change prior to agreement; or,
2. the Employer's mission, the security of its staff, or the accomplishment of its mission objectives would be adversely affected by such a delay.

b. Nothing shall preclude the Employer from implementing a proposed change on or after the implementation date proposed in its original notice should the Union fail to meet an obligation under this Agreement in a timely manner.

c. Further, should the Employer determine that a failure to implement a proposed change on or at any time after the proposed implementation date would adversely affect its mission, it shall be free to implement the change while continuing to bargain on negotiable matters until agreement or impasse is reached.

d. Notwithstanding the above, nothing shall affect the authority of the Employer to take whatever actions may be necessary to carry out its mission during emergencies.

Section 03.06 Negotiating Procedures

The following procedure shall govern the conduct of all negotiations pursuant to this Article.

- a. Negotiations shall commence within 10 days unless otherwise mutually agreed by the Parties.
- b. The Employer will provide a site for negotiations.

c. The Union will be authorized the same number of Union representatives on official time as the Employer has representatives at the negotiating table.

d. Negotiations will take place from 9:00 a.m. to 4:00 p.m. unless otherwise mutually agreed.

e. Once commenced, negotiations will continue on a schedule that is mutually acceptable until agreement is reached or impasse is declared.

f. If agreement cannot be reached on the matters under negotiation, the following procedures shall apply:

1. Declaration of Impasse:

a. Neither Party may declare an impasse until all proposals are:

- i. agreed to,
- ii. declared nonnegotiable by the Employer, or
- iii. declared at an impasse by either Party.

b. The Parties agree that each will use their best good faith efforts to avoid an impasse in the negotiations and that before formally declaring any provision nonnegotiable, the Employer must provide the Union five (5) days' notice of intent to take such action, unless unreasonable under all of the facts and circumstances, and provide the Union with a statement of non-negotiability and reasons therefore, without prejudice to later supplementation of the reasons.

2. Impasse Procedures:

A. In the event either party declares an impasse in negotiations, the Federal Mediation and Conciliation Service (FMCS) shall be requested to provide services and assistance to resolve the dispute pursuant to 5 USC7119.

B. If mediation services of the FMCS do not result in resolution of the impasse, either Party may invoke the services of the Panel pursuant to 5 USC 7119. Prior to taking such action, however, the Party seeking to invoke the services of the Panel must provide fourteen (14) days' notice to the opposing Party of its intention to take such action, unless unreasonable under all of the facts and circumstances.

Section 03.07 Reopener

a. To the extent permitted by law, the Parties may reopen bargaining by proposing negotiable changes in working conditions during the term of this Agreement. Negotiable proposals concern matters not covered by this or any other agreement between the Parties. Proposals which relate to matters over which the Union has waived its right to bargain during the negotiation of this Agreement or after proper notification are inadmissible as proposals.

b. Changes negotiated to completion must be submitted for review by the Defense Civilian Personnel Advisory Service prior to taking effect pursuant to Section 3.01.

c. If either Party submits a re-opener proposal under this section, proposals must be in writing and bargaining shall commence within fourteen (14) days. Proposals must identify the issue and provide proposed language.

d. The Union is entitled to designate up to three (3) representatives on official time for bargaining sessions, that will take place at DLA Headquarters Complex (HQC) on a schedule that is mutually agreeable to the Parties.

e. The Union will pay reasonable travel and per diem expenses for the designated Union representatives.

Section 03.08 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. Upon request, the Employer agrees to provide the Union with a copy of any report generated by the surveys or questionnaires, if possible. No canvassing, attitude survey, questionnaires or similar devices will contain any personal identifiers.

ARTICLE 4
UNION RIGHTS

Section 04.01

The Union is recognized as the exclusive representative of the bargaining unit employees, and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. The Union also has the right to be informed and to request negotiations on the impact of any new management policy which affects, and has a material impact on, the conditions of employment of the unit employees. The Union may request negotiations on the procedures that will be followed in the exercise of any reserved management right, and appropriate arrangements for employees adversely affected by the exercise of a reserved management right.

Section 04.02

The Union shall be given the opportunity to be represented at any formal discussion between one or more representatives of management and one or more employees in the bargaining unit concerning any grievance or any personnel policy or practice or other general conditions of employment.

Section 04.03

The Union will be given the opportunity to be present at any examination of an employee in the unit by a representative of management in connection with an investigation, if the employee reasonably believes that the examination may result in disciplinary action against the employee, and if the employee requests representation.

Section 04.04 Local and National Officers

The Employer agrees that local and national officers and other duty authorized representatives of the Union, International Brotherhood of Police Officers (IBPO), 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 04.05 Number of Representatives

The Union will designate and the Employer agrees to recognize Four (4) executive board officers to handle appropriate representational functions. These officers will include the President, Vice President, Secretary, Treasurer, as well as a Chief Steward, and three (3) shop stewards.

Section 04.06 Notice of Employer

The Union agrees to furnish to the Employer written notice of all designated representatives upon the execution of this Agreement and within a timely manner of any changes in designation. Official time may not be granted to any representative whose designation is not on file with Agency.

Section 04.07 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 based on mission requirements.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.01 – Management officials retain the right to carry out the following:

- 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, layoff, and retain employees,
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,
 - (4) to take whatever actions may be necessary to carry out the agency mission during emergencies, and
- c. To determine the numbers, types, and grades of employees or positions assigned to any organizational element, work project or tour of duty, and the technology, methods, and means of performing work.

Section 5.02 – Nothing in the Article shall preclude the Employer and the Union from negotiating:

a. Procedures which management officials will observe in the exercising of any authority under this Article, or

b. Appropriate arrangements for employees adversely affected by the exercise of any authority under this Article by such management officials.

ARTICLE 6
USE OF FACILITIES

Section 6.01_ The Employer will provide space on bulletin boards where bargaining unit members are assigned to work for the use of Union to post material to communicate to the employees of the bargaining unit. The material posted must be clearly identified as that of the Union and must not be defamatory, scurrilous or inflammatory.

Section 6.02 – Meeting space may be requested in advance in accordance with the existing procedures. Meeting space will consist of available conference rooms, the cafeteria area or the auditorium when available. Meeting space will be for Union business and membership drives that will provide access to unit employees during break periods. Additionally, space may be provided upon request for Union meetings during off-duty hours. The Union will provide adequate notice so space may be provided.

Section 6.03 – The Employer agrees to provide IBPO, Local 815 an adequate office space with a table and several chairs, a bookcase, a desk with a chair, at least one laptop computer, a fax machine or scanner, and a telephone with outside line capability, free of charge, and a mailbox or other designated mail drop site.

ARTICLE 7

NAMES OF EMPLOYEES AND COMMUNICATION

Section 07.01 Requests for Names

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

Section 07.02 Union Distributions

The Employer 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. This will not be done on duty time.

Section 07.03 Rights to Address New Employees

The Union shall have the right to address any new employee when hired by the Employer within 30 days of the hire. The Employer will provide the Union with the training curriculum required of new employees and any changes that will be implemented within said curriculum.

ARTICLE 8

LOCKER ROOMS/SHOWERS/COMMON AREA

Section 08.01 Lockers

The Employer shall provide lockers for all bargaining unit employees, which are capable of being locked and large enough to hold all appropriate issued equipment, uniforms, and reasonable personal items.

Section 08.02 Employer Inspection

When the Employer desired to conduct an inspection of officers' locker(s), to ensure cleanliness and/or for health, and safety reasons, officers will normally be given a minimum of 24 hours advance notice for inspection period. A Union steward and/or Union official will be present for the inspections.

Section 08.03 Amenities

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

Section 08.04 Showering Facilities

The Employer will provide access to showering facilities for use by bargaining unit officers.

Section 08.05 Cleanliness of Facilities

The Employer will make a reasonable effort to provide adequate and clean facilities. It is understood that employees share responsibility in maintaining spaces in a clean and orderly manner. 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 9

LABOR MANAGEMENT RELATIONS COMMUNICATION

Section 09.01 General

Communication is important in promoting effective labor management relations. To this end, the Police Chief and/or Deputy Chief and the Union will hold monthly meetings to exchange ideas concerning issues, exclusive of any bargaining and/or impact and implementation issues. The purpose of such meetings will be attempting to resolve problems concerning the working environment of bargaining unit employees, administering this Agreement, reducing costs and improving operational efficiency. Such meetings will be conducted in an atmosphere that fosters mutual respect. There will also be a similar quarterly meeting with the Chief of Security and Emergency Services.

Section 09.02 Procedures

Communication meetings shall in no way nullify or take away the right of the Union to negotiate on all negotiable matters. These meetings will not circumvent established grievance and negotiation procedures/meetings set forth in this Agreement, nor any other procedure provided for in law or regulations for the resolution of disputes. Such meetings will be conducted during regular duty hours. Union officials in attendance are authorized official time without charge to leave or loss of pay if they are otherwise in an active duty status.

ARTICLE 10
RIGHTS OF EMPLOYEES

Section 10.01 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 the 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 commitment to hire a replacement. The Employer asks employees who are leaving the agency to participate in a voluntary exit brief to gather information on why employees decide to leave.

Section 10.02 Employer/Employee Discussions

The Employer will make every reasonable effort to conduct discussions between a supervisor and employee, other than regular work related conversation, in private. During any meeting to discuss formal discipline between the supervisor and employee, the employee may request the presence of a Union representative. However, if the supervisor initiates a discussion of the discreet personnel action, the employee may request the presence of a union representative.

Section 10.03 In-Office Security

The Employer will make every reasonable effort to provide in-office security to protect the 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 USC 3721 and make forms available in case of loss.

Section 10.04 Meetings With Union Representative

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 necessity. If staffing requirements or operational necessities prevent immediate release from duty, the Employer agrees to inform the representative and the employee of a different time and date for the meeting.

Section 10.05 Paychecks

Employees are responsible for reviewing their leave and earnings statements (LES) and notifying their supervisors of any unexplained changes, errors, change of address, and/or change of banking information for the purpose of direct deposit. When less than 50 percent of the bargaining unit employee's base salary payment is received on the established payday, the Employer will, at the employee's request, assist the employee with recovery of payment pursuant to the Employer's rules and regulations.

Section 10.06 Volunteer Activities

Employee participation in the Combined Federal Campaign, blood donor drives, bond campaigns, and other worthy projects will be on a voluntary basis. The Employer and the Union will not require or coerce employees to invest their money, donate to charity, or participate in these activities.

Section 10.07 Certificates of Longevity

The Employer will issue each employee, at his or her request, a certificate of longevity to reflect that employee's dedicated years of service. An employee is eligible for a certificate every five (5) years, beginning at ten (10) years of service, based on an employee's service computation date.

ARTICLE 11

LEAVE FOR CHILDBIRTH/ADOPTION REASONS

Section 11.01 General

- a. Pregnancy is a condition that normally requires the employee to be away from the job because of incapacitation. As means of accommodating this temporary incapacitation, upon the employee's request and proper medical certification, appropriate leave shall be granted. This Article shall not be construed as replacing any leave restrictions but rather clarify what is already granted under the Family Medical Leave Act (FMLA) and Title 5 of the Code of Federal Regulations.
- 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 Employer 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 reasonable period of time as appropriate.
- d. An employee should notify her or his supervisor that she or he will require leave for childbirth or adoption reasons, within a reasonable period of time.

e. A male employee may request sick leave, annual leave, or leave without pay for purpose of assisting or caring for his minor children or the mother of his newborn child while she is incapacitated for maternity reasons. Approval of leave for this purpose will be consistent with the Employer 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 11.02 Procedures

a. The employee will 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 commence her maternity leave, nor return to work prior to the recommended date, without revised medical certification.

Section 11.03 Retirements 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 11.04 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 12
LEAVE WITHOUT PAY

Section 12.01 General

 An employee may be granted leave without pay (LWOP) in accordance with applicable laws and regulations.

Section 12.02 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 to the Shift Supervisor, allowing sufficient time for a decision prior to its requested start date.

Section 12.03 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.

Section 12.04 Request from Employee

 At no time will an employee's supervisor place the employee on LWOP without first obtaining a request from the employee, however, it is possible an employee may be automatically placed on LWOP if he or she takes leave and does not have sufficient accrued leave to cover the entire absence.

ARTICLE 13

MISCELLANEOUS LEAVE AND EXCUSED LEAVE

Section 13.01 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 any party in a court case in which the Federal Government, the government of the District of Columbia or any State or local government is a party. 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 court 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 approval official evidence from the court indicating time served on such duty.

- c. Official duty – An employee who is summoned as a witness in an official capacity on behalf of the Federal government is on official duty, not court leave.

- d. Fee/expenses – Employees must reimburse the Employer fees paid for service as a juror or witness. Monies paid to employees acting as a juror or witness, which are “expenses” (e.g. transportation) do not have to be reimbursed to the Employer.

Section 13.02 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 five (5) hours of administrative leave for this purpose.

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

Section 13.03 Blood Donation

Normally, an employee who donates blood at the Employer's worksite shall be allowed three (3) hours to leave his/her worksite, give blood and return to his/her worksite. Job responsibilities will be considered when determining recuperation time before returning to work. The Employer may request verification from the employee.

Section 13.04 Work Related Personnel Matters

a. Interviews for Promotion Within DLA HQC Police Department – Normally, an employee whose name appears on the Federal Merit Promotion Program Certificate shall be granted administrative leave to be interviewed by the selecting official if necessary, if the interview takes place during the employee’s duty time.

b. Visits to the Human Resources at HQC – Employees may be granted a reasonable amount of time to contact the Human Resources. If further inquiry is necessary, employees may contact the servicing HRO by telephone. If an employee believes a personal visit is required, the employee will submit a written request to their supervisor for approval. The request will be approved only if the supervisor determines such an appointment is necessary.

c. Medical Examinations – An employee who take an examination at a medical facility designated by the Employer during his/her regularly scheduled tour of duty will be in a duty status. In the instance where the employee takes an examination administered by the Employer during the scheduled time off, the employee shall be compensated as “On the Clock” and payable in a regular or overtime status as appropriate. In the event the Employer designates a private physician to perform an examination, that examination will be compensable under this Section.

Section 13.05 Military Funerals

a. An employee may be excused for up to four (4) hours in any one day to enable him to participate as an active pallbearer or as 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 aboard for final interment in the United States. The employee will provide appropriate documentation.

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 a 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 Employer 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 and spouses thereof.
4. Brothers and sisters and their spouses.
5. Grandparents and grandchildren, and spouses thereof.
6. Domestic partners and parents thereof, including domestic partners of any individual in numbers 2 through 5.
7. Any individual related by blood or affinity whose close association with the employee was such as to have been equivalent to a family relationship.

Section 13.06 Funeral of Federal Law Enforcement Officers.

Employer will allow the Union President or his/her designee to request administrative leave 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 13.07 Conventions, Conferences, and Meetings

Employees may be excused to attend job-related meetings, conferences, and conventions when the Employer determines that the attendance will serve the best interests of the Employer. Attendance is limited to those situations in which the employee is an official representative of the Employer and if the situation is permitted by Government ethics rules.

ARTICLE 14

FAMILY AND MEDICAL LEAVE, FAMILY-FRIENDLY LEAVE POLICIES AND BONE MARROW/ORGAN DONATION LEAVE

Section 14.01 – Under the Family and Medical Leave Act (FMLA) of 1995, most Federal employees are entitled to a total of up to 12 workweeks of unpaid leave during any 12-month period for the following purposes:

- A. the birth of a son or daughter and the care of such son or daughter,
- B. the placement of a son or daughter with the employee for adoption or foster care,
- C. the care of a spouse, son, daughter, or parent of the employee who has a serious health condition, or
- D. a serious health condition of the employee that makes the employee unable to perform the essential functions of his or her position.

Under certain conditions, an employee may use FMLA leave intermittently. An employee may elect to substitute annual leave and/or sick leave for any unpaid leave under the FMLA, consistent with current laws and Office of Personnel Management (OPM) regulations for using annual and sick leave. The amount of sick leave that may be used to care for a family member is limited under OPM regulations. FMLA leave is available in addition to other paid time off available to an employee.

Section 14.02 – Upon return from FMLA leave, an employee must be returned to the same position or an equivalent position with equivalent benefits, pay, status, and other terms and

conditions of employment. An employee who takes FLMA leave is entitled to maintain health benefits coverage. An employee on unpaid FMLA leave may pay the employee share of the health benefits premiums on a current basis or pay upon return to work.

Section 14.03 – An employee must provide written notice of his or her intent to take FMLA leave not less than 30 days before leave is to begin, or in emergencies, as soon as practicable. Within 3 workdays, the Employer will approve or disapprove FMLA leave requests or ask for additional medical certification. If disapproved, the rationale for the decision will be provided. Decisions and requests for medical certification will be in writing.

Section 14.04 – The Employer may request medical certification in accordance with 5 CFR 630.1207 (Medical Certification) for FMLA leave taken to care for an employee's spouse, son, daughter, or parent who has a serious health condition, or for a serious health condition of the employee. The Employer will safeguard the privacy of such data. In general, medical information must be sufficient to show that the employee or family member is seriously ill, the date the illness began and the expected duration of the illness, the need for care by the employee in cases of family care, and whether the employee or family member is incapacitated. In addition, the request for leave must include a statement that the employee will be providing care to the family member.

Section 14.05 – Most employees may use a total of 104 hours of sick leave each leave year to:

A. provide care for a family member who is incapacitated by a medical or mental condition or attend to a family member receiving medical, dental, or optical examination or treatment, or

B. make arrangements necessitated by the death of a family member or attend the funeral of a family member.

For this Section, “family member” is defined as a spouse, and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters, and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Section 14.06 – Employees are permitted to use sick leave for purposes related to the adoption of a child. Employees may use sick leave for appointments with adoption agencies, social workers and attorneys; court proceedings; required travel; and any other activities necessary to allow the adoption to proceed.

Section 14.07 – Employees are entitled to up to seven days of paid leave each calendar year to serve as a bone marrow donor. Employees are also entitled to up to 30 days of leave to serve as an organ donor. Leave for bone marrow and organ donation is not sick or annual leave. It is a separate category of leave in addition to annual and sick leave.

ARTICLE 15

SICK LEAVE

Section 15.01 – The Employer will 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, pregnancy, or childbirth
- c.. Provides care for a family member who is incapacitated by a medical or mental condition, or attends to a family member receiving 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, as defined by 5 CFR 630.201

Note: For the purpose listed in paragraphs c and d above, the limit for full time employees is 104 hours per year.

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

Section 15.02 – Employees will accrue sick leave in accordance with governing regulations.

Section 15.03 – Sick leave will be taken in 15 minute increments if less than a full hour is used.

Section 15.04 – Planned sick leave for medical or dental examinations or treatment will be requested as far in advance as possible, to allow management to plan ahead for necessary shift coverage.

Section 15.05 – When employees call in to request unplanned sick leave due to illness or injury, they must contact the Employer to request sick leave two hours before the start of the shift or as soon as possible, because of the need to identify another employee to cover the shift.

Section 15.06 – An employee's self-certification of illness or injury may be considered administratively acceptable for sick leave requests, up to three days duration. In some circumstances, employees may be required to produce other administratively acceptable evidence to support a request for sick leave, such as a doctor's certification. When the supervisor determines that such evidence is needed, it must be provided no later than 15 calendar days after the date such medical certification is requested. If it is not practicable under the particular circumstances to provide the requested evidence within 15 calendar days after the date requested despite the employee's diligent, good faith efforts, the employee must provide the evidence or medical certification within a reasonable period of time under the circumstances involved, but not later than 30 calendar days after the date such documentation is requested. An employee who does not provide the required evidence is not entitled to sick leave.

Section 15.07 – If a supervisor has a reasonable basis for suspecting sick leave abuse, the supervisor will normally counsel the employee about the situation before taking any further action. If the counseling does not bring about an improvement, or in any cases where preliminary counseling is not warranted, the employee will be advised in writing that he or she will be required to submit a medical certificate for each subsequent absence for illness until there is a satisfactory improvement in sick leave use. This notification will include a provision for termination of the requirement when the employee’s record demonstrates that the action taken has achieved the desired result, as determined by the supervisor. These written notices will not be retained more than 12 months, unless the employee has been notified in writing that the requirement to produce the medical certification is being continued.

Section 15.08 – A health care practitioner’s certificate must include the employee’s name, the dates of incapacitation or treatment and the signature of the health care practitioner to be acceptable, and must be on the health care practitioner’s letterhead

Section 15.09 - Time spent by employees in obtaining job related medical examination or treatment at the appropriate health unit shall be time in duty status.

Section 15.10 – Employees may request advanced sick leave in accordance with governing regulations, for an illness or injury of the employee or a family member, or for purposes relating to the adoption of a child. Thirty days (240) hours is the maximum amount of advanced sick leave an employee may have to his or her credit at any time.

ARTICLE 16
ANNUAL LEAVE

Section 16.01 - Employees will accrue annual leave in accordance with governing regulations.

Section 16.02 - The Employer will consider workload in making decisions to approve or deny annual leave requests.

Section 16.03 - Annual leave is normally requested and approved in advance. The supervisor will review the leave schedule for the period in question, and will promptly advise the employee whether the requested leave can be approved.

Section 16.04 - When an employee needs to request emergency annual leave, the employee is expected to contact the Security Operations Center at least two hours before the start of the shift, or as soon as possible, because of the need to identify another employee who can cover the shift. The Employer will make a decision to approve or deny emergency annual leave on an individual case-by-case basis.

Section 16.05 – Although the reasons an employee wants to take annual leave are normally not the concern of the Employer, there may be situations where denial of annual leave would create a personal hardship. In those instances, the employee may elect to share the reasons for requesting leave and the Employer will consider those reasons in making a decision.

Section 16.06 - Employees are strongly encouraged to manage their annual leave balances throughout the year, to avoid having a large use-or-lose balance near the end of the year. Proper management of a leave balance can avoid the necessity for an employee to forfeit unused leave at the end of the year, if workload requirements prevent granting some late-year requests to use excess annual leave.

Section 16.07 - Annual leave will be taken in 15 minute increments if less than a full hour is used.

Section 16.08 - The parties recognize that cancellation of approved annual leave by the Employer can create a hardship for employees. If mission considerations require the Employer to cancel previously approved leave, the Employer will advise the employee of the reasons for the cancellation and indicate when leave can be taken. Upon request by the employee, the reasons for cancelling the leave will be provided in writing. The statement of reasons will indicate specific mission requirements that led to the management decision.

Section 16.09 - Employees may request advanced annual leave in accordance with governing regulations. The maximum amount of annual leave that can be advanced is the number of hours which will be accrued by the employee before the end of the leave year.

ARTICLE 17

POSITION DESCRIPTION/CLASSIFICATIONS

Section 17.01 Accuracy of Description

Each employee covered by this Agreement, upon request, will be provided with a position description, which accurately reflects the duties of her/her position. DLA uses standardized position descriptions for police officer positions across the agency, including HQC. 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. An employee may appeal the classification of his/her position in accordance with OPM regulations.

Section 17.02 Duties outside Position Description

The purpose of a position description is to describe, for pay and classification, the major duties and skills required of a position. A position description may not list every duty an employee may be assigned but is to reflect the major duties and responsibilities that are controlling of a position's series and grade. When the term "performs other duties as assigned" or other related duties is used in a position description, the term means tasks which are related to the position and are of an incidental nature. However, if it is determined necessary, duties may be assigned which are not specifically spelled out in the position description. If an employee feels that duties assigned do not reflect his/her position description, the employee may bring it to the

attention of the immediate supervisor and, if necessary, exercise their right of grievance through the established grievance procedures.

ARTICLE 18

TRANSITIONAL DUTIES/ASSIGNMENTS

Section 18.01 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 and current Employer instructions will be followed to determine the appropriate placement of the employee. The Employer will consider assigning employees to transitional duties in the HQC.

Section 18.02 Employee Request/Information Required

When an employee requests transitional duties as a result of an off the job illness or injury, the employee will provide information as required by the Employer.

Section 18.03 Availability of Duties

If the Employer approves transitional duties, the Employer will assign an employee transitional duties within DLA HQC to the extent that such duties are available.

Section 18.04 Consideration for Promotional Opportunities

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

Section 18.05 Continuation for Bargaining Unit Status

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

ARTICLE 19

INJURY COMPENSATION

Section 19.01 General

The Employer and the Union recognize that the administration of the Federal Employee's Compensation Act is the responsibility of the Department of Labor, Office of Workers Compensation Program (DOL-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 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 DOL-OWCP regulations.

Section 19.02 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. Injured employees have the choice of treating physician. Unless the employee is incapacitated, he or she should arrange for his or her own medical treatment. If the injury is such that the transportation is necessary, emergency personnel should be contacted for transportation to the medical care facility.

Section 19.03 Authorization of Treatment

When notified of an employee injury, the Injury Compensation Program Administrator (ICPA) will promptly authorize examination and treatment, and where appropriate, through the use of a

Form CA-16, Authorization for Examination and/or Treatment and CA-20 Attending Physicians Report. 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. Representative of the Employer, a Union representative or other individual may assist the employee in the completion of the CA-1/CA-2.

Section 19.04 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 Injury Compensation Office for submitting the Form CA-1/CA-2 to DOL –OWCP. The Employer will submit form CA-1/CA-2 to OWCP as soon as possible but normally not later than ten (10) working days from the date of the receipt of the CA-1/CA-2 from the employee. CA-1/CA2 forms will not be held for receipt of supporting documentation. When an employee is unable to do so because of serious injury, incapacitation or illness, the Employer will make every reasonable effort to assist the employee or the employee's family in the filing of appropriate documents for entitlements to the employee or the employee's family.

Section 19.05 Emergency Medical Treatment

The Employer agrees that time spent undergoing emergency medical treatment on the day of injury will be administrative leave for worker's compensation purposes and coding in the payroll system. If the employee is unable to return to work and requests the Employer to mail the forms, the Employer will promptly do so. An employee may notify the Union about the injury if he or she so chooses.

Section 19.06 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 contacted by the supervisor or the Injury Compensation Office to obtain the employee's desired leave category. An employee is entitled to receive COP when he or she is absent from work due to disability or medical treatment from an on-the-job injury. Such time must be supported by medical documentation.

Section 19.07 Briefs to Employees

The Employer will provide information to employees in the unit regarding their rights and responsibilities under the OWCP program. Information is provided to the DLA workforce via bulletin releases and periodic newsletters. All changes in OWCP policy will be provided to the Union and the employees.

Section 19.08 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. Such training will be at the expense of the Union. Should an injured employee designate a Union representative to assist in matters pertaining to a work injury claim, a written notice of Official Designation of Representative should be signed and dated by the injured employee and submitted to the Injury Compensation Office.

ARTICLE 20
OFFICIAL TIME

Section 20.01 General

a. Any employee representing the Union, or in connection with any other matter covered by 5 USC Chapter 71, or any employee in the bargaining unit, will be granted official time in any amount the Employer and the Union agree to be reasonable, necessary, and in the public interest. Union activities done on official time will be performed at the Headquarter Complex and Fort Belvoir.

b. The Union will provide the Employer with the names of those employees it has designated as Union officials and they shall be appropriate users of official time for Union representational functions. The Union agrees to provide the Employer with a list of the names. The Union will maintain a current list of all Union officers and stewards and will provide the Employer an updated copy quarterly or as needed. Request for Use of Official time, Via Email or telephone will be used to document all official time used under this contract by all recognized employee representatives.

c. In addition to any official time to which Union representatives are statutorily entitled, Union officers and stewards will be granted the following amounts of official time to perform appropriate representational functions:

1. One 12-hour shift each Wednesday. This shift may be used by any of the Union's designated officials, at the Union's discretion. For scheduling purposes, the Union will notify the Employer ,in advance of each Wednesday, which Union official(s) will use the official time that week. The parties agree that if a police emergency arises during that official time shift, the police officer on official time will assist in the handling of the emergency as a police officer.

2. An additional twelve (12) hours per week will be available to the Union for performing Union representational functions outside the Wednesday shift, as needed. The Appendix A Official Time form will be used to request and document this time. Meetings initiated by management will not count against the 12 hours per week. If the union needs additional time in any week above the 12 hour amount, it may request additional time and will identify why additional time is desired. The Appendix A form will be used to request this additional time.

d. The Employer and the Union agree that a non-employee Union representative (National representatives, attorney, etc.) may assist the Union officers and employees in carrying out the Union's responsibility for representing bargaining unit employees. Notice of such representatives attending meetings with Employer officials will be made at least 72 hours in advance to Human Resources, where practicable.

Section 20.02 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 proceedings, 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 four (4), other than the Chief Negotiator, or as otherwise agreed.

Section 20.03 Request to Supervisor

a. 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.

b. The Union agrees that no more than one (1) representative on official time shall be assigned in an individual grievance or complaint at any one time.

c. Whenever it is necessary for a recognized representative to leave his/her work area for representational purposes, he/she shall request permission from his/her immediate supervisor as much in advance as possible. Such request shall include information as to where he/she is going, how he/she can be contacted, the specific nature of the business to be transacted, and when he/she expects to return to his/her workstation. If the official time is approved but must be rescheduled, the supervisor will inform the official/steward of an alternate suitable time. Official time will be approved and scheduled to the extent consistent with the workload requirements of

the duty area. Upon return to the work area, the officer or steward will report to his/her supervisor to allow the amount of time used to be noted. When it is necessary for a Union officer or steward to visit an employee or another Union officer or steward, in their work area, the Union officer or steward will secure permission from the supervisor of the Union officer/steward/employee who is receiving the visit before entering the work area. Union officers and stewards will limit their absence for representational duties to the minimum amount of time necessary to carry out the Union's responsibilities.

Section 20.04 Other Employee's Supervisor

In addition to the requirements of Section 20.03, the Union representative must also obtain permission from the supervisor of the employee with whom he/she wants to meet.

Section 20.05 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. If the Union representative that an employee requests or expects is absent at the time, the Union may substitute a different representative.

Section 20.06 Disapproval of Official Time

If a request for official time is disapproved in whole or in part, the Union may file a grievance. However, if a request for official time cannot be approved, the supervisor will work with the Union official to accommodate the need at another time.

Section 20.07 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 or by discussion between the parties.

Section 20.08 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 reasonable effort to perform their authorized representational duties in a proper and expeditious manner.

Section 20.09 Union Sponsored Training

The Employer may approve official time, but no travel or per diem, for employee attendance at Union sponsored training which the Parties agree is of mutual benefit to the Parties (i.e. designed to advise representatives on matters within the scope of labor-management relations). This may include training that is directly provided by IBPO or NAGE, or training from other providers that the Parties agree is of mutual benefit. All requests for official time will be considered in accordance with Section 20.03. Official time for union sponsored training will be granted as follows:

- a. Every year, the Executive Board shall be granted up to 40 hours per year for training purposes. On years where NAGE has a National Convention, 40 hours may be utilized for that purpose, but only for any portions of the Convention that the Parties determine are of mutual benefit. Official time cannot be used for internal Union business.
- b. Every year, up to forty (40) hours will be granted to no more than five (5) Union representatives to attend Training.

ARTICLE 21

UNIFORM AND EQUIPMENT

Section 21.01 Professional Appearance

The Union agrees to work with the Employer in promoting positive employee attitudes and in improving professionalism with the objective of a more effective accomplishment of the mission. The Union and Employer will mutually support the Employer's objectives as they relate to appearance and attitude. To this end, Union and Employer officials will encourage employees to perform their assigned duties to the best of their ability, to take pride in quality work, strive to maintain professional appearances, promote friendly and harmonious working relationships between supervisors and subordinates, encourage members to suggest ways to improve work methods, and strive to promote friendly communication as they interact with civilian and military personnel. Uniforms will be worn in accordance with department policy.

Section 21.02 Standard Issue

The employer will provide all required uniform items to bargaining unit employees.

Section 21.03 Body Armor

Body armor will be inspected annually and replaced as appropriate.

Section 21.04 New or Upgraded Equipment

The Employer shall notify the Union prior to the purchase of new uniforms and equipment or the upgrading of existing uniforms and equipment for the Police Officers for Pre

Decisional Involvement and Impact and Implementation Negotiations. The Employer shall also provide any available information for new equipment to the Union.

ARTICLE 22

ACQUIRED IMMUNE DEFICIENCY SYNDROME

Section 22.01 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. Qualified bargaining unit employees with disabilities 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 Employer to reasonably accommodate the employee.

Section 22.02 Medical Documentation

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

Section 22.03 Other Duties

Bargaining unit employees with AIDS or who are 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 23

EQUAL EMPLOYMENT OPPORTUNITY

Section 23.01 - The Employer and the Union agree that discrimination in employment because of race, color, religion, sex, national origin, age or disability as these terms are defined in appropriate law and regulation is prohibited. Sexual harassment is also a form of discrimination and the Employer and the Union agree that all personnel will work toward its prevention.

Section 23.02 - The DLA Equal Employment Opportunity program shall be designed to promote equal employment opportunity in accordance with applicable law and regulations.

Section 23.03 - The Employer will provide employees reasonable access to regulations in its possession, which describe the discrimination complaints process. Employees will also be given access to the local Affirmative Employment Plan. The Union will be given an opportunity to comment on proposed Affirmative Employment plans, and its comments will be considered in the development of the plan.

Section 23.04 Complaints:

A. Any employee who seeks advice, wishes to file, or has filed an Equal Employment Opportunity (EEO) complaint shall be free from coercion, interference, dissuasion or reprisal due to the complaint. Other persons who participate in the EEO process will likewise be protected from coercion, interference, dissuasion, or reprisal.

B. Complaints must be initiated within 45 days of the date of the incident or of the date when the employee became aware of the incident. Employees seeking assistance will be advised concerning the procedures involved in processing an EEO complaint.

C. An employee is entitled to designate a personal representative, which may include a Union representative. An employee's representative who has been designated in writing in an EEO complaint will have the same access to information as the complainant.

D. Settlement agreements may affect conditions of employment for bargaining unit employees other than a complainant. In such cases, the specific language of a proposed settlement agreement that affects conditions of employment of other bargaining unit employees will be provided to the local Union president or designee prior to affecting an agreement.

Section 23.05 - EEO counselors properly trained in accordance with appropriate regulations, will be made available and accessible to employees within normal business hours. A police officer who meets with an EEO counselor will be on duty time, if otherwise in a duty status. Due to the mission requirements of the police force, an employee wishing to meet with an EEO counselor on duty time will coordinate with the supervisor to arrange an appropriate time to do so.

Section 23.06 The Employer will post information in conspicuous places on how to obtain EEO counseling (with appropriate telephone numbers) and on the role of EEO counselors and their functions during the EEO process.

ARTICLE 24

AWARDS

Section 24.01 – The Incentive Awards program will be administered in accordance with DOD and DLA regulations. Awards may be done on either an individual or group basis. Union officials who use official time are eligible for awards on the same basis as any other employees.

Section 24.02 – Awards will be approved or disapproved within a reasonable period of time. Awards will be presented to recipients in a timely manner. Any employee or group of employees considered by the Employer to be deserving of an award will be nominated in a timely manner.

Section 24.03 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 provision of FICA. A cash award may be granted at any time.

Section 24.04 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 24.05 Time-Off Awards

Time-off awards (TOA) will be in accordance with 5 U.S.C. 4502, Government-wide and Employer regulations. 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) of time off during a leave year without charge of leave or loss of pay. The maximum amount of time off which may be granted to an employee for any single contribution is 40 hours (40).

Section 24.06 Union Information

The Employer will, on an annual basis, provide the IBPO 815 with the names and dates of awards within the bargaining unit.

ARTICLE 25

DETAILS

Section 25.01 Details

Details to a higher paid position may be used when necessary services cannot be obtained by other means. Employees will not be detailed to vacancies or new positions or set of duties of a comparable or lesser grade in excess of one hundred twenty (120) calendar days except as authorized by OPM regulations. When employees have been detailed for a period in excess of thirty (30) calendar days, the detail shall be recorded on a Standard Form 52, Request for Personnel Action, and filed in the employee's official personnel file, with a copy forwarded to the employee. All details to higher graded positions exceeding sixty (60) days will be made in accordance with Title 5 CFR 335

A temporary promotion may not be made primarily:

- a. To train or evaluate an employee in a higher grade position.
- b. To give an employee a trial period before permanent promotion.
- c. To decide among candidate for permanent promotion.

An employee's leave status or record may not be used as sole criteria for non-qualification for temporary assignment, detail or selection process. However, planned extended leave during the detail or temporary promotion period may be considered as a factor.

Before a temporary promotion is done within the bargaining unit, the Employer will announce the opportunity to the officers within that squad, so officers may express an interest in being considered for the opportunity. The Employer agrees to notify the Union in advance of any employee whom it intends to place in a temporary detail or promotion that will last for a minimum of a pay period. This notice should include an explanation of the purposes of the detail.

ARTICLE 26
HAZARDOUS DUTY

Section 26.01 General

The Parties agree that Title 5 C.F.R. Part 550, Subpart 1, App. A, (hereinafter App. A) and any changes, alterations or amendments thereto are binding on the parties. The Union will be advised of any applicable changes, alterations or amendments that affect the police officers at the HQC 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 26.02 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, hazard pay may be warranted in accordance with App. A. However, the existence of hazardous duty is not intended to condone work practices which circumvent Federal safety laws, rules, and regulations.

Section 26.03 Payment of Differential

Hazardous duty pay will be paid to bargaining unit employees when performing duty under circumstances in which an accident could result in serious injury or death, such as duty performed on a high structure where protective facilities are not used or on an open structure

where adverse conditions such as darkness, lightning, steady rain, or high wind velocity exist, or duty that may not in itself be hazardous, but causes extreme physical discomfort or distress and not adequately alleviated by protective or mechanical devices, such as duty involving exposure to extreme temperatures for a long period of time, arduous physical exertion, or exposure to fumes, dust, or noise that causes nausea, skin, eye, ear, or nose irritation.

Section 26.04 Notification to Employees

Employees will be notified when assigned work for which hazardous duty 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 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 Occupational Health and Safety (OHS) who will investigate and determine if conditions warranting hazard pay exist. Normally, the OHS decision will be rendered with two (2) weeks or sooner if possible.

If the Union is dissatisfied with the OHS determination, it may refer the issue to the Occupational Safety and Health policy office 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 hazard pay will be processed in accordance with the grievance procedure in this agreement.

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 26.05 Union Notification

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 hazard pay. 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 IBPO Local President 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 pay.

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 pay, the Union President 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 pay.

Section 26.06 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 substance are present.

ARTICLE 27

SAFETY AND OCCUPATIONAL HEALTH

Section 27.01 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. The Employer will familiarize Employees with Occupational Safety and Health Standard Operating Procedures.

Section 27.02 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 supports the use of issued safety equipment.

Section 27.03 Employer Determination

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 27.04 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 exits, 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 27.05 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 reasonably be expected to cause death or serious physical harm, all unit employees not necessary for the abatement of the dangerous condition will be withdrawn from that work area.

Section 27.06 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 Safety office who will inspect the job site along with the supervisor or ensure that it is safe before requiring the employee(s) to perform the work. If the employee has a reasonable belief that an unsafe condition continues to exist subsequent to the determination made by the supervisor, the matter may be referred to the Chief of Security and

Emergency Services, who will notify the Union, confer with Safety Office and take appropriate action to resolve the situation. If the issue is not resolved by the Chief of Security and Emergency Services, the Union may contact other organizations within the agency or appropriate outside officials or organizations, provided that the Union does not interfere with the Employer's effort to investigate any known health and safety concern and the Union promptly provides the Employer with all relevant information prior to such outside contact.

Section 27.07 Prevention of Accidents

The Union and the Employer 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 27.08 Transportation of Officers

No police officer will be transported in a cage intended for transporting prisoners. Officers when in the scope of duty and/or conducting business in accordance with the Police Department's requests shall be transported at the Police Department's expense or shall be compensated accordingly in accordance with Federal Law.

Section 27.09 Infected Persons – Employee Exposure

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

Section 27.10 HIV/AIDS/Hepatitis

The Employer agrees to make HIV/AIDS/Hepatitis awareness and prevention information available to all bargaining unit personnel. The is topic may be dealt with in the annual police training.

Section 27.11 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 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 27.12 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, if the employee was operating a Government vehicle.

ARTICLE 28

HOLIDAYS

Section 28.01

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

Veteran's Day

Thanksgiving Day

Christmas Day

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

for employees employed in the Washington, DC, metropolitan area if it falls on a day within their basic workweek.

ARTICLE 29

SUNDAY PREMIUM PAY AND NIGHT PAY

Section 29.01

An employee whose regular work schedule, any 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. An employee whose work schedule falls within the hours after 6pm and before 6am shall be compensated with Night Shift Differential.

ARTICLE 30

RULES, REGULATION AND STATUTES

Section 30.01 Rules, Regulations and Statutes

The Employer will make available to the Union updated a soft copy of all applicable DOD instructions, policies and personnel rules and regulations via website access or email attachment. The Employer will also make available to the Union a soft copy of all DOD laws and citations, Federal Criminal Statutes, and Virginia criminal and traffic statutes that is maintains.

ARTICLE 31
CONTRACTING OUT

Section 31.01 Procedures

The Employer will inform the appropriate IPBO Officials 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. Example of such adversely impact include, but are not limited to, reduction-in-force, downgrading, or reassignments.

Section 31.02 Notification to the Union

When the Employer has decided to contract out such work, it will provide to the Union officials such information pertaining to the contract and the decision as is available and allowable for release under applicable law and regulation.

Section 31.03 Employer Studies

In the event that the Employer decides to have a study performed to resolve questions pertaining to contracting out such work, the IBPO Designee will be involved in the study to the extent permitted by law.

Section 31.04 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 requested negotiations thereon and negotiations will be held in accordance with this Agreement.

Section 31.05 Exceptions

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 32
GRIEVANCE PROCEDURE

Section 32.01

Grievance means any complaint:

- A. By any unit employee concerning any matter relating to the employment of the Employee;
- B. By the Union/Local concerning any matter relating to employment of unit employees;
- C. By any unit employee, the Union/Local or the Employer concerning:
 - 1. The effect or interpretation, or a claim of breach of this Agreement; or
 - 2. Any claimed violation, misinterpretation or misapplication of any law, rule, or Regulation affecting conditions of employment.

This negotiated grievance procedure shall be the sole procedure available to the Union, the Employer and the unit employees for resolving grievances over the interpretation or application of this Agreement, its amendments, supplements, or for unit employees, over any dissatisfaction with their working conditions.

The Parties may negotiate procedures involving the use of Alternative Dispute Resolution in connection with this Agreement.

Section 32.02.

This Article establishes the exclusive procedure available to the employees in the unit, the Union and the Employer for resolving all grievances which fall within its scope.

- (a) The following are excluded from coverage of this grievance procedure:
- (1) A claimed violation relating to prohibited political activities (Subchapter III of Chapter 73 of Title 5);
 - (2) Retirement, life insurance, health benefits,
 - (3) A suspension or removal in the interest of national security, 5 USC 7532;
 - (4) Any examination, certification or appointment of candidates for Federal Employment;
 - (5) The classification of any position which does not result in the reduction in Grade or pay of an employee;
 - (6) Non-selection for promotion from a group of properly ranked and certified Candidates;
 - (7) Termination of probationary employees;
 - (8) Proposed disciplinary/adverse actions;
 - (9) Matters appealable to the Merit Systems Protection Board;
 - (10) Equal Employment Opportunity Complaints
 - (11) Termination of temporary appointments; and
 - (12) Disapproval of honorary or discretionary awards (although matters regarding how the overall awards program is administered may be grieved).

Section 32.03.

Grievances may be initiated by:

- (a) an employee either singularly or jointly;

(b) the Union; or

(c) the Employer.

Regardless of Union membership, employees shall not be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, rule, regulation, or established agency policy.

Section 32.04. If two or more employee initiate identical grievances, the Union will select one of the grievances as representative for processing and the decision made on the representative grievance will be equally applicable to all of the other identical grievances.

Section 32.05. Union grievances shall be filed in writing and submitted to the Chief of Security and Emergency Services with a copy to the Human Resources Officer. The Chief of Security and Emergency Services shall respond in writing within (20) calendar days of receipt for the grievance.

Section 32.06. Employer grievances shall be filed in writing with the Local President. The Local President shall respond in writing within (20) calendar days of receipt of the grievance.

Section 32.07. The processing of employee grievances shall be as follows:

(a) Step 1. Informal Stage: The purpose of this step in the grievance procedures is to resolve the issue giving rise to the grievance at the lowest level. An employee with a grievance will first inform orally or in writing to the first level of authority in his/her supervisory Chain of

Command (immediate supervisor), of the nature of the grievance within (30) calendar days after the grievant is aggrieved or becomes aware of a grievable situation. An employee may choose to bring the informal grievance to the next higher supervisory level if desired. This timeframe may be extended by mutual consent of all parties. The grievant and the Union Official will be informed of the findings in writing within (7) calendar days from the date upon which the grievant presented the grievance.

(b) Step 2. Formal Stage. If the grievance cannot be resolved at the informal level, the grievance may be forwarded in writing to the Chief of Security and Emergency Services within (21) calendar days of the grievant's receipt of the decision at the informal stage. The grievance shall be presented in writing, signed by the grievant or his/her representative and shall identify:

- (1) the specific nature of the grievance, including any part of a collective bargaining agreement that is alleged to have been violated;
- (2) the date of the occurrence or awareness of the facts and circumstances leading to the grievance;
- (3) the corrective relief sought;
- (4) the date of receipt of the Informal Stage decision;
- (5) the identity of the representative, if any

The Chief of Security and Emergency Services or his/her designee shall conduct an inquiry and may meet with the grievant and his/her representative within 20 calendar days following receipt

of the formal grievance. A written decision will be given to the grievant and his union representative, if any within (15) calendar days after the closing date of the inquiry.

(c) If the grievant is not satisfied with the Step 2 decision, the Union may request arbitration pursuant to the provisions on arbitration in the Arbitration article.

Section 32.08. The time limits of any section in this grievance procedure may be extended by agreement between the parties. A grievant may withdraw the grievance at any time. Failure of the Employer to observe the time limits for any step in the grievance procedures will entitle the grievant to present the grievance to the next step. Failure of the grievant to observe the time limits for any step in the grievance procedures will entitle the Employer to reject the grievance for untimeliness, although the grievant may request an extension of the time before the deadline expires, with the reasons why the grievant will not be able to meet the deadline.

Section 32.09. Full and open sharing of information pertinent to a grievance shall be the goal of the Union and the Employer, within the limits prescribed by law. Requests for information by the Union will be put in writing and submitted to the HQC Labor Relations Officer in Human Resources. Each request will clearly identify the information being requested.

Section 32.10. If the grievant(s) resigns, dies, or is separated from the unit by any action other than removal before a decision is reached on the grievance and no compensation issues are involved, action will be stopped and all interested Parties will be notified that because of the

separation, the case will be closed without decision. The Union reserves the right to pursue any grievance that is in the common good for other employees of the unit.

Section 32.11. The grievant, and any employee called as a witness in grievance procedures will be granted official time if appropriate to the extent necessary to participate in the proceedings.

ARTICLE 33
ARBITRATION

Section 33.01

If the Employer and Union fail to settle any grievance processed under the negotiated grievance procedures, such grievance may be submitted to arbitration upon written request by either the Employer or Union within (30) calendar days after issuance of the final decision. Only the Employer or the Union can submit a grievance to arbitration.

Section 33.02.

Within (15) working days from the date of the request for arbitration, the requesting party will notify the Federal Mediation and Conciliation Service (FMCS) to provide a list of (7) impartial persons qualified to act as arbitrators. This procedure may also be done jointly upon agreement of the parties. The Parties will set a date to determine an arbitrator within (15) working days after receipt of said list. The Parties will alternately strike one arbitrator's name from the list of (7) until one name remains, who will be duly selected arbitrator. The parties will alternate who strikes the arbitrator first. In the alternative the parties may agree to mutually select an arbitrator from the FMCS list without striking arbitrators.

Section 33.03

The arbitration fee and expenses of the arbitrator shall be borne equally by the parties. Where the Union and the Employer mutually request a transcript, the cost will be shared; otherwise the

party requesting the transcript shall bear the expense. The Union and the Employer shall share equally the expenses of any mutually agreed upon services..

Section 33.04

. The arbitration hearing will be held on the Employer's premises during normal working hours. The Union representative, the grievant, and any employee called as a witness will be granted official time to the extent necessary to participate in the official proceedings. As necessary, duty hours of participants will be changed to meet the needs of an arbitration hearing. The intent is that an employee shall not suffer a loss of pay or benefits as a result of his/her participation in an arbitration proceedings. However, overtime will not be paid for participation in arbitration hearings.

Section 33.05

. Unless mutually agreed to, procedural issues will not be bifurcated from the merits of the matter at arbitration.

Section 33.06

The arbitrator will be requested to render a decision within thirty (30) calendar days following the conclusion of the hearing.

Section 33.07.

The arbitrator's decision is binding on the parties. However, either party may file an exception to the decision with Federal Labor Relations Authority (FLRA) in accordance with the Act.

Section 33.08.

The arbitrator's will not change, modify, alter, delete or add to the provisions of this Agreement.

Such right is the prerogative of the Parties only.

ARTICLE 34

UNION DUES WITHHOLDING

Section 34.01 – A Police Officer of the Union may make a voluntary allotment for payment of Union dues by submitting a completed Standard Form 1187 through the Union at any time to be properly processed by the Employer. The properly submitted allotment will be effective the first full pay period after receipt of the form.

Section 34.02 – The Union agrees to distribute the form to its members; to certify as to the amount of its dues; and to inform and educate its members on the program for allotments for payment of dues, and the uses and availability of the required form. The Employer will provide access to the Dues Withholding Form (SF 1187) via the DLA website, www.hr.dla.mil.

Section 34.03 – An allotment will be terminated when the employee leaves the unit as a result of resignation, retirement, promotion out of the bargaining unit, or other separation from the rolls of the activity; when the dues withholding agreement between the activity and the labor organization is suspended or terminated; when the employee has been suspended or expelled from the labor organization.

Section 34.04 – The Union will notify the DLA Human Resources Office , in writing when a member who has authorized dues withholding is suspended or expelled from the Union.

Section 34.05 – A Police Officer may not revoke a dues withholding allotment for a period of one year from the effective date of the allotment. Police Officers who have dues allotments in effect for one year may revoke their dues withholding effective the first pay period following the anniversary date of their signing the allotment form, provided a Standard Form 1188 (Revocation Form) is received by the DLA Human Resources Office 5 working days prior to the anniversary date. Standard Form 1188 may be obtained from the DLA Labor Relations Specialist; a copy of the completed form will be send to the Union within 5 working days of receipt.

Section 34.06 –Subsequent to the first year of dues withholding, a Police Officer must submit any and all requests to terminate existing dues allotments, between February 15-28th. An employee may voluntarily submit a Standard Form 1188 which shall become effective the first pay period after March 1st. Management shall provide the Union a copy of the revocation form request within 5 working days of receipt.

Section 34.07 – The remittance of the dues withheld will be made payable to the IBPO Local 815 and forwarded to the Comptroller Division, National Office, IBPO Local 815, 159 Burgin Parkway, Quincy, Massachusetts, 02169, within a reasonable period following the day on which the related salaries were paid to the members of the Union. A listing of employees' names and amount of dues withheld shall accompany each payment. The IBPO Washington DC Regional Office and the IBPO National Office will receive a copy of the listing.

Section 34.08 – Nothing in this Agreement shall require an employee to become or remain a member of a labor organization or to pay money to the organization, except pursuant to

voluntary, written authorization by a member for the payment of dues through payroll deductions.

Section 34.09 – In accordance with statute, the Union will not be charged any service fee for the deduction of Union membership duties.

Section 34.10 – Changes in the amount of regular dues may be made not more frequently than once every twelve months. The National Office of the IBPO agrees to advise the Management in writing of the changes in regular dues. The authorized change will become effective no later than the beginning of the second pay period after receipt of the written notice of the increase in dues.

ARTICLE 35

PROCEDURES FOR SUBSTANCE TESTING

Section 35.01

The Parties recognize the DLA drug-testing program as the current program

ARTICLE 36

EMPLOYEE RECORDS/PRIVACY ACT

Section 36.01. General

The Employer will not maintain any system of personnel records other than those authorized by the Office of Personnel Management (OPM) and those Agency systems published in the Federal Register in compliance with the provisions of the Privacy Act of 1974.

Section 36.02. Official Personnel Folder (OPF)

A. The Official Personnel Folder is the official repository for records affecting an employee's status and Federal service. DLA currently uses an Electronic OPF. The folder provides the basic source of factual data about the employee's Federal employment history. It is used primarily by the servicing DHRC Office in screening qualifications for RIF placement, determining status, computing length of service, and other information needed in providing personnel services. Normally, OPFs are not used to determine qualifications for Merit Promotion.

B. The Employer shall provide for the maintenance of an OPF for every employee. Upon request, employees will be informed as to the location of their OPF. The Employer uses an automated OPF for newly generated documents and maintains the records in accordance with statutes and regulations.

C. Material will be filed in the OPF in compliance with applicable rules and regulations of the OPM.

D. Employees and their designated representative shall be permitted to review any document appearing in the employee's OPF upon request. If the representative seeks to review the OPF without the employee present, the employee must provide written authorization to the Employer.

E. Authorized personnel, not employed by the Employer, may inspect an employee's OPF only after producing appropriate credentials. As required by the Privacy Act of 1974, an accurate accounting will be made for disclosure of information from the OPF, and upon request, the information from this accounting will be made available to the employee.

F. Employees, upon request, shall be advised of the length of time the Employer intends to maintain unfavorable material in the OPF. A written counseling for conduct may only be retained for a period of no longer than 12 months unless there is an additional occurrence within that period; then it may be retained up to 18 months, and will not be filed in the employee's Official Personnel Folder (OPF).

G. Records of charges placed in the OPF determined to be unfounded will be removed. Such charges will not be considered a factor in connection with any future personnel actions.

H. When a notation concerning counseling, oral admonishment, disciplinary action, adverse action, etc. is entered into the supervisor's files, the entry will be discussed and the employee

will be advised of his or her right to make written comments. Initialing or signing the document does not confer agreement. Supervisory notes relied upon in counseling an employee about a performance or conduct issue, or used in initiating a disciplinary action, will be shown to and discussed with the employee at that time.

Section 36.03 General

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.

Section 36.04 Access to Personnel Records

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. No records will be reviewed by a representative of the employee without prior written consent of the employee.

Section 36.05 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, except those with a need to know in the course of official business.
 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 37
SEVERANCE PAY

Section 37.01 General

An employee is entitled to be paid severance pay in accordance with 5 U.S.C. 5595 and governing regulations.

ARTICLE 38

OUTSIDE EMPLOYEMENT

Section 38.01 General

Employees may engage in off-duty employment provided the following conditions are met:

- a. The off-duty employment is not in conflict with the Joint Ethics Regulation, DOD 5500.7-R or prevailing personnel regulations and directives.

- b. Such employment will not interfere with the individual's duties as a member of the Police Department and has been approved by the individual's supervisor.

- c. The employment must have no hint of conflict of interest, either financially or by authority.

- d. Employees may serve as regular/reserve civilian law enforcement officers so long such service is in a personal capacity and does not interfere with their regular duties.

ARTICLE 39

PERFORMANCE MANAGEMENT SYSTEM

Section 39.01 Inadmissible Comments

A number of factors must not be included in an employee's performance appraisal. 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. Non-participation in employee organizations or activities.
- e. Recommendations on reclassification of the rated employee's position to a higher or lower grade.

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

Section 39.02 Grievances

An employee who disagrees with his/her performance appraisal should first discuss it with the rating and/or reviewing officials when the report is being prepared. If those officials agree, a revision should be made in the appraisal. A grievance may be filed under this Agreement concerning a completed appraisal report on the grounds that the report has not been completed in accordance with instructions. Performance standards and critical element cannot be grieved or appealed. Where an employee becomes the subject of a reduction in grade or removal action as a result of an unacceptable performance appraisal, the employee may grieve or appeal the resultant performance-based or adverse action, but not both.

ARTICLE 40
BASIC WORKWEEK

Section 40.01 Basic Workweek

- a. When it intends to change the shift structure, the Employer will meet with the Union to discuss options as they relate to work schedules and shift relief, and negotiate as needed. Although mission requirements are paramount, the Employer will consider Union input and impact on the workforce.
- b. Employees moved between shifts will have a minimum of fourteen (14) day advance notice, except when the Employer would be seriously handicapped in carrying out its functions or when costs would be substantially increased.
- c. After the Parties have met in accordance with the above, if the Employer seeks change(s) to the work schedule and shift relief, the Employer will notify the Union and meet in accordance with Article 4.
- d. The Employer will present schedule and shift options for consideration.

Section 40.02 Shift Relief

- a. Hours of work for each of the regular work shifts will be in accordance with Section 40.01. Shift hours may vary under this agreement in order to more efficiently meet local conditions. The Employer will post normal shift hours a year in advance.
- b. All employees are expected to be on time at the start of their shift.
- c. Employees may be required to continue duty beyond their normal work schedule to complete any assignment or event in progress including preparation of necessary reports.

d. In the event of adverse weather conditions where an employee cannot be released due to oncoming shift coverage being not available, volunteers will be sought and utilized to maintain the security of the facility and grounds. The volunteers will be equitably distributed in the overtime status to provide coverage. "Equitably" refers to equity in opportunity for the overtime, not necessarily equal numbers of hours of overtime work. During the off time of the overtime volunteers, appropriate accommodations will be provided for by the agency, at no cost to the employee. The agency will also pay the employee, if the employee is required at the direction of the Employer to be ready at all times to perform work, in accordance with governing regulations. The Employer will not change an employee's work schedule solely to avoid the payment of overtime.

e. In the event of adverse weather conditions, where the safety of the employee is jeopardized due to conditions beyond either the Employer's and/or the employee's control, and where the employee cannot safely travel nor is the Employer willing to transport the employee to work, then the employee is considered in a liberal leave status as a result.

Section 40.03 Current Records

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

ARTICLE 41

OVERTIME

Section 41.01

- A. Payment for overtime hours worked or granting compensatory time off shall be decided by the individual employee working overtime and shall be in accordance with applicable laws and regulations.

- B. Except for emergency situations, as determined by the approving official, overtime work shall be scheduled in advance and approved in writing prior to the date on which the overtime is to be worked. Where circumstances preclude the advance scheduling, overtime work may be approved orally and the oral approval reduced to writing prior to the submission of the Time and Attendance Report.

- C. Overtime may be necessary to support mission needs. When the need for overtime arises, the Employer will solicit volunteers from an approved qualified list of employees based on seniority. The Employer will make available to the Union, upon request, current records of overtime offered and worked.

- D. Overtime assignments shall not be made as a reward or punishment.

- E. In the event time is limited or insufficient volunteers are obtained through the procedure in paragraph C, employees may be required to work overtime if mission

needs require. In the event mandatory overtime is necessary, the supervisor will give due consideration to an employee's request to be excused based upon unavoidable personal hardship.

Section 41.02.

- A. Overtime shall be distributed in a fair and equitable manner.
- B. When employees works overtime, such overtime will be paid in increments of 15 minutes.
- C. Employees shall be paid differential and premium pay in addition to the overtime compensation in accordance with applicable regulations.
- D. Overtime will be offered to Bargaining Unit Employees who normally perform the work.
- E. Bargaining Unit employees who are scheduled and report to work in an overtime status and are cancelled on the day of the assignment shall be compensated 2 hours of overtime pay regardless of work.
- F. Bargaining Unit employees that are called back, will be called for a minimum of 4 hours of work, if appropriate work is available.

Section 41.03.

Special Events

Employees will be given at least two 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.

ARTICLE 42
DISCIPLINARY ACTIONS

Section 42.01 Scope

For the purpose of this Article, disciplinary actions are written reprimands and suspensions of fourteen (14) calendar days or fewer.

Section 42.02 Standard

Disciplinary actions may not be taken against an employee except for such cause as will promote the efficiency of the service. Disciplinary 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 42.03 Prior Measures

When the Employer determines that discipline of an employee is appropriate, the Employer may consider informal actions (i.e. letters of caution, oral admonishments) before taking disciplinary action. However, the Employer need not initiate informal action before taking disciplinary action.

Section 42.04 Letter of Reprimand

Letter of reprimand will be made a part of the employee's Official Personnel Folder (OPF) and will be removed after one (1) year. However, the Employer may remove a letter of reprimand from the employee's OPF at an earlier date.

Section 42.05 Procedures

The Employer will follow these procedures when proposing and deciding to suspend an employee under this Article:

- a. Give the employee advance written notice stating the specific reasons for the proposed suspension. In cases where a disciplinary action is proposed for reasons of off-duty misconduct based upon the severity of the offense, based on valid evidence and not on hearsay, the Employer's written notification will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.
- b. When requested, provide the employee with a copy of the information relied upon to support the proposed disciplinary action.
- c. Grant the employee a reasonable amount of duty time to prepare his response to the proposed suspension.
- d. Give the employee the opportunity to reply to the notice orally and/or in writing within seven (7) calendar days from the date the employee receives notice of the proposed suspension. The Employer may consider a written request from the employee to extend the reply period.
- e. Consider the employee's reply.

f. Give the employee a written decision letter concerning the proposed suspension.

Normally, the decision will be made by a management official of higher level than the official who issued the notice of the proposed suspension. The decision letter will be issued prior to the effective date of the suspension, and will contain the Employer's findings with respect to each specification made against the employee in the notice of proposed action and the dates of the suspension. The Employer also will include a statement in the decision letter advising the employee of his rights to challenge the suspension.

Section 42.06 Right to Union Representation

Upon request, an employee is entitled to Union representation at any examination by the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

Section 42.07 Right to File Grievance

An employee against whom a disciplinary action has been taken may challenge that action in accordance with Article 34 of this Agreement.

ARTICLE 43
ADVERSE ACTIONS

Section 43.01 Scope

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

b. The provisions of this Article do not apply to the removal of probationary or term employees.

c. The Employer will take an adverse action for such cause as will promote the efficiency of the service.

Section 43.02 Appropriateness of Action

The Employer and the Union agree that every situation warranting adverse action is different. In deciding what action may be appropriate, the Employer will give due consideration to the relevant facts in a particular case, and each case must be considered individually. In determining an appropriate penalty the “Douglas Factors” will be considered.

Section 43.03 Procedures

The Employer will follow these procedures when proposing and deciding to take adverse actions against an employee under this Article:

- a. Give the employee at least thirty (30) calendar day advance written notice stating the specific reason for the proposed adverse action unless the proposed action is being taken under the “crime provision” (5 C.F.R. 752.404).
- b. In cases where an adverse action is proposed for reasons of off-duty misconduct, based upon valid evidence and not hearsay, the Employer’s written notification also will contain a statement of the nexus between the off-duty misconduct and the efficiency of the service.
- c. When requested, provide the employee with a copy of any information relied upon to support the proposed adverse action.
- d. Grant the employee a reasonable amount of duty time to prepare his response to the proposed adverse action. The Employer may consider a written request from the employee for additional duty time to prepare his response.
- e. Give the employee the opportunity to reply to notice orally and/or in writing within ten (10) calendar days from the date the employee receives notice of the proposed adverse action. The Employer may consider a written request from the employee to extend the reply period unless the proposed action is being taken under the “crime provision” (5 C.F.R. 752.404), in which case a request for an extension of the reply period will not be considered.
- f. Consider the employee’s reply.
- g. Give the employee a written decision letter concerning the proposed adverse action. Normally, the decision will be made by a management official of a higher level than the official who issued the notice of the proposed adverse action. The decision letter will be issued prior to the effective date of the adverse action, and will contain the Employer’s findings with respect to each specification made against the employee in the notice of proposed action.. The Employer

also will include a statement in the decision letter advising the employee of his rights to challenge the adverse action.

Section 43.04 Right to Union Representation

Upon request, an employee is entitled to Union representation at any examination by a representative of the Employer in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee.

Section 43.05 Correction of the Record

If an adverse action is canceled, all documentation relative to that action (or proposed action) in the employee's OPF will be destroyed. The Employer will not destroy any documentation required to be preserved under laws, rules, or regulations.

ARTICLE 44

PROMOTIONS WITHIN THE BARGAINING UNIT

Section 44.01 Objective

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 promotion based on merit. The 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 announcements are made. Normally, all promotion plan announcements for bargaining unit positions will be open for a minimum of fourteen (14) days before the closing date of the announcements.

Section 44.02 Submission of Applications

All applications for promotions within the bargaining unit must be submitted on or before the closing date of the announcement. All applications must be submitted through electronic means and must be received by midnight of the closing date.

Section 44.03 TDY /Leave 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. Ensure that his/her resume is in the USAJOBS Application Manager System.
- b. Monitor the job announcement postings in order to apply for desired openings while on

leave or TDY.

c. Any interview process for promotion shall include all qualified internal candidates and not exclude any person(s) due to being on approved TDY or leave.

Section 44.04 Applicable Rules and Regulations

Promotions will be made in accordance with applicable laws, regulations, directives, and this Agreement. In the event where the agency hires from the outside at a higher pay grade than is posted, this shall be considered a promotion and have to adhere to the Merit Service Principles.

Section 44.05 Information to the Union

Upon request and demonstration of a particularized need, the following information will be made available to the Union:

- 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 most qualified candidates available and appeared on the promotion list.
- c. Who was selected by the agency for promotion.
- d. A certificate is only valid in accordance with OPM guidelines (currently 90 days).

ARTICLE 45

WEAPON QUALIFICATION

Section 45.01 Mandatory Qualification

The Employer recognizes that proficiency in the use of firearms and non-lethal weapons instruction in the use of force is the highest priority. Employees will be afforded the opportunity to qualify with their firearms in accordance with qualification guidelines set forth in FLETC standard/Practical Pistol Course (current edition). Mandatory qualification requirements to include specific failure to qualify and remedial training guidance is also delineated in DLA Policy handbook. (current edition). Non-lethal weapon requirements are promulgated in the DLA Handbook (current edition)

Section 45.02 Familiarization Fire

The employer shall allow a minimum of four (4) FAM fires prior to Qualification.

Section 45.03 Failure to Qualify

An officer is given three (3) attempts to qualify during any firearm qualification period. If an employee remains unqualified at the end of any qualification/requalification period, he will not be issued a weapon until he passes the qualification test, must turn in his service used weapon, and his duties will be adjusted accordingly.

Section 45.04 Remedial Training

Should an officer fail to qualify, he shall be given a minimum four (4) hours of additional instruction to include the fundamentals of marksmanship and dry-firing, and will be required to fire the course again. Should an individual again fail to qualify after additional instruction, authorization to carry firearms will be revoked and a written notice of this revocation will be made. The officer will then receive an additional four (4) hours of remedial instruction to include the fundamentals of marksmanship, dry-firing, and simulator, if available, and provided one (1) additional opportunity to qualify. Should the employee still not achieve qualification after these there (3) attempts (1 attempt = 3 courses of fire), administrative action will be taken to permanently remove the individual from duties requiring the carrying of the firearm. Carrying a firearm is a condition of employment.

ARTICLE 46

OFFICIAL CREDENTIALS

Section 46.01 Administration of Official Credentials

The Employer will provide each Police Officer, OPM Position Classification, Series GS-0083, with official credentials. The issuance of credentials will take place prior to completion of established Police Training. An oath will be administered to all officers who have successfully met their training requirements.

The loss, misplacement, or theft of official credentials, including badge, shall be reported to the Employer no later than twenty-four (24) hours after discovery of loss, misplacement, or theft.

The Union will be notified of changes in police credentials, and it may request negotiations.

Section 46.02 Misuse of Official Credentials

Employees shall only use official credentials, in a law enforcement capacity, for the official discharge of duties within employees' area of responsibility. Misuse outside the assigned area of responsibility or hours of work will subject employees to adverse administrative action. Misuse is defined as, but not limited to, off-duty use of credentials in a law enforcement capacity, for personal gain, or improper influence, outside the area of responsibility.

SAMPLE

THE UNITED STATES OF AMERICA
DEPARTMENT OF DEFENSE

THIS IS TO CERTIFY THAT

John Doe

WHOSE PHOTOGRAPH APPEARS HEREIN

IS A

Police Sergeant

FOR THE

DEFENSE LOGISTICS AGENCY

Control Number H000

DLA FORM 1483

SAMPLE

THIS INDIVIDUAL IS AUTHORIZED TO CONDUCT SECURITY AND LAW ENFORCEMENT OPERATIONS AT DEFENSE LOGISTICS AGENCY (DLA) ACTIVITIES. THESE DUTIES ARE AUTHORIZED BY THE AGENCY'S POLICIES AND REGULATIONS IN FURTHERANCE OF DLA'S OBLIGATIONS TO MAINTAIN LAW AND ORDER AND PROTECT AGENCY PERSONNEL AND PROPERTY AS IMPOSED BY DEPARTMENT OF DEFENSE DIRECTIVE 5200.8.

THIS INDIVIDUAL IS AUTHORIZED TO CARRY A FIREARM ON-DUTY IN ACCORDANCE WITH DOD DIRECTIVE 5210.56.

THESE CREDENTIALS ARE FOR THE OFFICIAL USE OF THE HOLDER DESIGNATED HEREON, AND ARE THE PROPERTY OF THE U.S. GOVERNMENT. UNAUTHORIZED USE OR POSSESSION WILL MAKE THE OFFENDER LIABLE FOR PROSECUTION UNDER 18 U.S.C. 499, 506, AND 701.

IF FOUND, RETURN TO DEFENSE LOGISTICS AGENCY, 8725 JOHN J. KINGMAN ROAD, FORT BELVOIR, VA, 22060. POSTAGE GUARANTEED. (DLA FORM 1483a)



DIRECTOR, DLA PUBLIC SAFETY

Control Number H000

ARTICLE 47

LAST CHANCE AGREEMENTS

Section 47.01 Employer Right

The Employer may offer a last chance agreement to an employee receiving a proposed removal. Last chance agreements are strictly the right of the Employer.

Section 47.02 Employee Representation

The employee has the right to a representative present at all meetings that include the employee at which the last chance agreement is discussed.

Section 47.03 No Modification

- a. Last chance agreements will not in any way modify or otherwise change this Agreement.
- b. Neither the termination nor any issue of termination under this Article will be subject to the grievance procedure and arbitration provisions of this Agreement.
- c. The Employer will give notice to the Union when a last chance offer is made. The Union will have the opportunity to be present during last chance discussions with the employee, if the employee so requests.

Section 47.04 Alternative Discipline

- a. If the Employer agrees, the employee will be offered the opportunity to enter a written agreement that specifies an alternative to the discipline that would normally

be imposed. This alternative may include an abeyance agreement which waives or mitigates the selected penalty subject to the employee's satisfaction of certain conditions over a stated period of time. Such conditions will include a waiver of appeal rights, and some activity to correct the underlying problem. Such activities may include substance abuse treatment, an anger management program, visits to EAP, or mediation to resolve interpersonal issues.

- b. Alternative discipline is only available for the first instance of misconduct warranting a disciplinary action. Alternative discipline is not appropriate in the following instances:
 1. Misconduct that warrants removal;
 2. Criminal offenses;
 3. Misconduct where statute dictates the penalty; and
 4. Misconduct where the employee's continued presence in the workplace may:
 - A. pose a threat to the employee or others;
 - B. may result in loss of or damage to Government property, or;
 - C. may otherwise jeopardize legitimate Government interests.
- c. The parties to this Agreement acknowledge and agree that alternative discipline is for the mutual benefit of the parties and does not establish any precedent. The Union shall not introduce or refer to alternative discipline agreements during discipline discussions, or during grievance processing, arbitration, or litigation. Alternative discipline is an exclusive option of the Employer and may be exercised when the

Employer determines.

ARTICLE 48

USE OF FORCE IN THE COURSE OF DUTY

Section 48.01 Training

The Employer's policy on Use of Force is provided to bargaining unit employees during annual use of force training.

Section 48.02 Policy

DLA policy on use of force and response to use of force incidents is set forth in DLA Policy Documents #20-004, "Use of Force"; #20-005, "Pepper Aerosol Restraint Spray"; #40-004, "Major Crime Scenes"; and #40-005, "Police Shooting Incident Procedures". The Employer will negotiate any proposed revisions to such policies with the Union.

ARTICLE 49

CRITICAL INCIDENT STRESS SITUATIONS

Section 49.01 Purpose

The Employer agrees to provide employees' access to the Employee Assistance Program (EAP). EAP will be available to employees that have experienced work-related critical incident stress situations, such as on-the-job accidents, incidents involving fatal use-of-force, acts of terrorism, bomb threats, exposure to toxic materials, prolonged rescue or recovery operations and natural disasters. The purpose of participation in the program is to assist employees in managing the common disruptive physical, mental and emotional factors that affect employees' well-being as a result of critical incident stress situations.

Section 49.02 Procedures

Employees may request in advance time from duty to participate in EAP. Such request will not be unreasonably denied but for operational requirements. The time for the first visit under this Article will be considered on duty. A maximum of two (2) hours will be granted. Should the first absence exceed two (2) hours or subsequent visits be deemed necessary by the EAP counselor, the employee may submit an appropriate request to his/her supervisor for additional time.

ARTICLE 50
EDUCATION

Section 50.01 Policy

It shall be the policy of the Employer to encourage employees in self-development. Under this program, the Employer can assist the employees by funding tuition for course taken through colleges, universities, and/or other learning institutions.

Section 50.02 Application for Funding

Employees may apply for funding. Procedures and timeframes for the Tuition Assistance program can be found at the DLA Human Resources website (www.hr.dla.mil), under Workforce Development.

ARTICLE 51
FITNESS STANDARDS

Section 51.01 Physical Readiness

The Employer and the Union agree that it is mutually beneficial to ensure that each assigned employee is physically capable of performing the essential sustainment training skills.

Employees shall be given up to three (3) hours per week to conduct physical training on duty time, in addition to a reasonable transition time for police officers to appropriately prepare for fitness. Prior to enacting any change in fitness standards, the Employer will notify the Union in accordance with Article 4 and negotiate the changes of the program to the maximum extent permitted by law.

Section 51.02 Testing

Police officers are required to take and pass a fitness test on an annual basis. In the event a current officer does not pass the fitness test, he or she will be afforded an opportunity to retest within 90 days, If the officer fails the retest, he or she will be afforded one additional test within 90 days. Upon a third failure within the test cycle, the Employer will make a determination regarding termination of the officer.

When an officer has an injury or illness and cannot take the fitness test, he or she will not be tested until 90 days after he or she is medically cleared to return to duty.

The physical fitness testing will be conducted by a designated test administrator. As an arrangement to ensure proper conducting of the fitness tests, test administrators will receive training as a physical fitness coordinator through the Cooper Institute, the Federal Law Enforcement Training Center, or other source as approved by the Employer.

All employees who do not meet the Agency's Physical Fitness Standards may choose to consult with the Physical Training Coordinator.

ARTICLE 52
COLLATERAL DUTIES

Section 52.01

The Employer and the Union agree that it is mutually beneficial to ensure that any officer or Sergeant successfully performing collateral duties (i.e.; FTO Training Instructor, Weapons Instructor) and while assigned as a member of an operations shift, (i.e.; Squads, A, B, C, D, or Power shift) will be considered for recognition by the Employer through the awards programs developed on a yearly basis. The recognition is in order to further promote the Employer retains the individuals that set an example to the rest of the Agency.

ARTICLE 53

DEVELOPMENT AND TRAINING

Section 53.01 Training Opportunities

- a. In-house and off-the-job education and training opportunities consistent with job related goals should be afforded to employees. To the extent possible, the Employer will provide such opportunities consistent with available resources, and access to such opportunities will be provided similarly for all employees in the bargaining unit.
- b. Each employee will have the opportunity to develop a job related individual development plan for career development. Such a plan may include goals, which are consistent with the existing and projected needs of the Employer and the employee.
- c. Consistent with budgetary constraints, the Employer will provide the opportunity for additional law enforcement training when available. The Employer will pay for training tuition and retain employees in a paid duty status. Failure to complete the program due to misconduct may be grounds for discipline.
- d. The decision to select an employee for training will be based on departmental needs. The decision to grant or deny requests rests solely with the Employer. Although non-grievable, the reason for non-selection will be given to the employee if requested.
- e. The Parties understand that due to the nature of Federal Law Enforcement Training Center notification, employees recommended to participate may be required to depart for the course within no less than 7 calendar days notice. Volunteers may agree to shorter notice.

Section 53.02 Posting of Opportunities

The Employer will provide information on law enforcement training opportunities of which it is aware to bargaining unit employees and the Union by way of email.

Section 53.03 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 reasonable consideration to approving requests for training.

Section 53.04 Annual Discussion

The supervisor and employee will annually discuss the training needs of individual bargaining unit employees, consistent with the needs of the Employer, and the developmental potential aspirations of the individual employee. To assist in this effort, the Employer agrees to make accessible information on available Employer training. When employees make timely application 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 if requested. An annual Individual Development Plan (IDP) will be prepared for each employee.

Section 53.05 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 Training Folder. Employees are responsible for updating their resume to reflect any additional training.

Section 53.06 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 may be given access to any training brochures, catalogs, schedules, and course descriptions maintained by the Employer.

Section 53.07 Shift Work

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

Section 53.08 Training on Different Duties

When bargaining unit employees are trained at the Employer's direction on different duties from those previously performed, the Employer will make efforts to use the employee's skills and potential.

ARTICLE 54

REDUCTION IN FORCE

Section 54.01 - A Reduction in Force (RIF) occurs when the Employer releases an employee from his or her competitive level by separation, demotion, furlough for more than 30 days, or reassignment requiring displacement, because of lack of work or funds, reorganization, or other unusual circumstances covered in Part 351, Title 5, Code of Federal Regulations.

Section 54.02 - When the Employer becomes aware of the need for a RIF, it will attempt to minimize the adverse effect on bargaining unit employees through appropriate means, such as reassignment, attrition, voluntary separation incentive payments, early retirement, use of vacant positions for placement, waiver or modification of qualifications requirements for job placements, and positive placement efforts.

Section 54.03 - The Employer and the Union share a mutual interest in assisting employees who are adversely affected by a RIF. The parties agree that placement efforts are a priority, and are most effective when employees are actively involved in those efforts. The Employer will support job search efforts by affected employees, and will approve use of annual leave for this purpose, unless work requirements do not permit the employee's release. The Employer will give consideration to reasonable amounts of duty time for resume preparation, job interviews, etc. for employees who are adversely affected by a RIF. The Employer will contact and aid the appropriate state unemployment service concerning all affected employees for job placement and re-training services.

Section 54.04 - Prior to announcing a RIF to employees, the Employer will notify the Union in writing from Human Resources, to permit it to request negotiations over appropriate arrangements for employees who are adversely affected. When practicable, this notice will be at least 90 days prior to the effective date of the RIF. Affected employees will be notified not less than 60 calendar days prior to the effective date of the RIF. To the extent practicable, RIF notices will be delivered in person.

Section 54.05 - Using the procedures in Part 351, Title 5, Code of Federal Regulations, the Employer will make a best offer of employment to each employee adversely affected by the RIF, when possible under those regulations. The Employer will provide information to affected employees to assist them in understanding the RIF and how and why they are affected. Employees shall respond to offers of employment in writing within 10 calendar days after receipt of a written offer. Failure to respond within the specified time period shall be considered rejection of the offer. Employees will have the right to review relevant documents, such as competitive levels and retention registers, as may be applicable to the employee.

Section 53406 - Employees for whom no positions are found may be counseled on the benefits to which they may be entitled, including information on discontinued service retirement, when applicable.

ARTICLE 55

DURATION AND EFFECT

Section 55.01 Duration/Renewal

This Agreement shall remain in full force and effect for a period of three (3) years from the date of agency head approval. This Agreement will automatically be renewed for one (1) year period thereafter unless either Party requests renegotiation. A request for renegotiation must be submitted in writing no sooner than one hundred and eighty (180) but not later than sixty (60) days prior to the initial termination date of the Agreement, or subsequent yearly termination dates thereafter.

Section 55.02 Renegotiations

When the renegotiation of this Agreement is pending or in progress and the Parties are unable to complete such renegotiation by the termination date of the Agreement, the terms and conditions of this Agreement shall continue in effect until a new Agreement is approved.

Section 55.03 Changes to the Agreement

Any Article in this Agreement may be reopened only by mutual consent. A request for revision of the Agreement by either Party will be in writing and include a summary for the basis of the request. Only those articles specifically and mutually agreed upon prior to reopening negotiations will be submitted to renegotiation. 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 56
EFFECTIVE DATE

Section 56.01 Agreement

 This Agreement will become effective upon approval by the Department of Defense, or on the 31st day after execution of the Agreement, whichever comes first. In addition, any amendments arrived at by negotiation under Section 03.06 of this Agreement shall require similar approval.

Section 56.02 Employer Review

 If the Department of Defense disapproves of any provision of this agreement in the review process, the Parties may renegotiate the disputed provision with the rest of the agreement remaining unchanged, 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), if the Employer does not complete review of the Agreement within thirty (30) days 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.

ARTICLE 57

COPIES OF AGREEMENT

Section 57.01

The Employer will post this Agreement on its Human Resources website (www.hr.dla.mil) for easy access by all employees.

In addition, the Employer will provide the Union with 30 printed copies of this Agreement for its use. The expenses for printing those copies will be borne by the Employer.

**APPENDIX A
OFFICIAL TIME FORM**

NAME OF UNION OFFICIAL: _____

TIME AND DATE FOR WHICH OFFICIAL TIME IS REQUESTED: _____

- Negotiations over the impact and/or implementation of changes in conditions of employment of bargaining unit employees which occur during the term of this Agreement.
- Investigation, preparation, filing and processing grievances in accordance with the Negotiated Grievance Procedure.
- Attendance at management-initiated meetings, not otherwise described in this Agreement, when invited.
- Participation on committees or panels as authorized by this Agreement.
- Preparation for and participation in proceedings before the Federal Labor Relations Authority (FLRA) in accordance with FLRA's rules and regulations, and other third party hearings.
- Participation in formal discussions.
- Assisting an employee, when designated as their representative, in preparing a response to a proposed disciplinary or adverse action.
- Other (State reason): _____

REQUESTOR'S SIGNATURE AND DATE: _____

SUPERVISOR'S ACTION (SIGNATURE AND DATE):

Approve: _____ Disapprove: _____*

* If disapproved due to workload reasons, indicate time and date when approval can be granted:

Time Union representative departed: _____

Time Union representative returned: _____

GRIEVANCE

PLEASE PRINT OR TYPE

Name of Grievant

Name of IBPO Representative

Representative's Phone

Grievant's Work Phone

Grievant's Classification

Article(s) and Section(s) Number(s) of Contract Violation

Statement of Grievance (Give Times, Dates, Who, What, When, Where, Why, How), Be Specific
(continue on separate page if necessary)

Remedy Requested

Representative's Signature

Date

Grievant's Signature

Date

The original of this form must be submitted at every step. Once a decision has been made, the original must be returned to the representative, along with any written response to the grievance. If there is no response or if the original is not returned to IBPO timely, the IBPO may advance a copy of this form to the next step.

INFORMAL STEP			
DISCUSSION WITH IMMEDIATE SUPERVISOR OR NEXT HIGHER SUPERVISOR			
Identify Management Official Receiving Grievance			
Date Delivered	Management Signature	Date of Meeting	Date of Mgmt. Reply (see attached)
Requested Remedy Granted (Yes/No)		Grievance Resolved (Yes/No)	
FORMAL STEP			
Identify Management Official Receiving Grievance			
Date Delivered	Management Signature	Date of Meeting	Date of Mgmt. Reply (see attached)
Requested Remedy Granted (Yes/No)		Grievance Resolved (Yes/No)	

NOTICE OF INTENT TO ARBITRATE	
Identify Management Official Served with Notice	
Date Delivered	Signature of Management Official

GRIEVANCE TRACKING		
1 st Step	from ____/____/____ to ____/____/____	
2 nd Step	from ____/____/____ to ____/____/____	
Arbitration	from ____/____/____ to ____/____/____	
Disposition Date	Final Disposition of Grievance	
Notification Date	Grievant Notified By	Method of Notification

Privacy Act: *Do you know if the requested information is contained within a system of records under the Privacy Act? (If so, identify that system of records.)*

Public Interest: *If you know or think the requested information is within a system of records under the Privacy Act, describe how disclosure of the requested information, including any personal identifiers and the time period encompassed by the request, would shed light on the agency's performance of its statutory duties or otherwise inform citizens of the activities of the Government.*

Other Matters: *Other matters related to the request for information. (Discuss any other matters not listed above which relate to the union's information request and which may assist the agency in responding to the request.)*

Please contact me if the agency requires further clarification of our request or wants to meet to discuss the request, or a format or means of furnishing this information, or the issues giving rise to this request.

APPENDIX D

AGENCY RESPONSE TO UNION REQUEST FOR INFORMATION

(Under Section 7114(b)(4) of the Statute)

Date of the Information Request: _____

Date Information Request Received by the Agency: _____

Date of Agency's Response: _____

Name of Requesting Union: IBPO, Local 815

Agency Contact: _____

Name

Phone Number

Union Contact: _____

Name

Phone Number

Information Requested: *Agency's understanding of the information requested. (Include the time periods encompassed by the request and whether personal identifiers are being requested or may be deleted.)*

Non-disclosure Interests: *Specific statements explaining any countervailing non-disclosure interests.*

Privacy Act: *Is the requested information contained within a system of records under the Privacy Act? (If so, identify that system of records.)*

Privacy Interest: *If within a system of records, would the disclosure of that information implicate privacy interests? If so, specifically describe the nature and significance of those privacy interests.*

Disclosure Format: *In what format is the agency willing to disclose the requested information? (Include whether the agency would disclose the requested information with personal identifiers deleted.)*

Prohibited by Law: *If disclosure of the requested information is prohibited by law, identify the specific provisions of that law and specifically explain why disclosure is prohibited by that law.*

Normally Maintained: *If the information is not normally maintained by the agency provide specific statement explaining why the requested information is not normally maintained.*

Reasonably Available: *If the information is not reasonably available, provide specific statements explaining why the requested information is not available.*

Statutory Exemption: *If the information constitutes guidance, advice, counsel, or training for management officials or supervisors relating to collective bargaining, provide a specific statement explaining why the requested information falls into this category.-*

Need Further Information: *The union request is not specific enough to permit the agency to make a reasoned judgment as to whether the information must be disclosed under the Statute. To make this determination, the agency requires specific answers to the following questions:*

Other Matters: *Provide any other matters not listed above which relate to the union's request for information and which may assist the union in understanding the agency's response.*

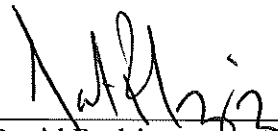
The agency is willing to discuss the request, or a format or means of furnishing this information to the union, or the issues giving rise to this request.


The Defense Logistics Agency Installation Support at Fort Belvoir and the International Brotherhood of Police Officers, Local 815 hereby execute this Collective Bargaining Agreement, this 29th day of June, 2012.


For the Union:


For the Employer:



Michael Boyle
Chief Negotiator

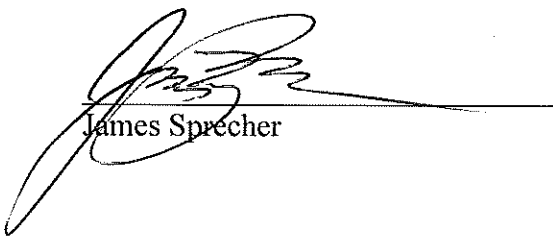

David Rodriguez
Director
DLA Installation Support



Kenneth Kidd
President, IBPO Local 815


Sam Moneyhun, Chief Negotiator



Scott Appleby


Vincent Harmon


James Sprecher


Peggy Coleman


Neil Glenicki


Ruth Vetter